

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,
DEUTSCHE BANK AG, CANADA BRANCH, and
THE BANK OF NOVA SCOTIA**

Applicants

- and -

**GSC SOLAR FUND I LP, GSC SOLAR FUND I GP INC.,
GSC SOLAR FUND II LP, GSC SOLAR FUND II GP INC.,
GSC SOLAR LEASING LP, GSC SOLAR LEASING GP INC.,
GSC SOLAR LEASING II LP and GSC SOLAR LEASING II GP INC.**

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1)
OF THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3,
AS AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE*
ACT, R.S.O. 1990, C. C.43, AS AMENDED

**APPLICATION RECORD
(Receivership Order)**

September 22, 2025

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AG, Canada Branch, and The Bank of Nova
Scotia

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TAB 1



Court File No.:

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,
DEUTSCHE BANK AG, CANADA BRANCH, and
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Applicants

- and -

**GSC SOLAR FUND I LP, GSC SOLAR FUND I GP INC.,
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Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS
AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C. C.43, AS AMENDED

NOTICE OF APPLICATION

TO THE RESPONDENTS:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing (*choose one of the following*)

- ☐ In person
- ☐ By telephone conference
- ☒ By video conference

at the following location:

Video conference details to be provided by the Court

On Tuesday, September 23, 2025 at 11:00 a.m. (EST) for one hour or as soon as after that time the application can be heard.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the applicant's lawyers or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyers or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: _____

Issued by _____

Local registrar

Address of court office 330 University Avenue, 7th Floor
Toronto, Ontario M5G 1R7

TO: **Attached Service List**

SERVICE LIST

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Insolvency Unit Ministry of Finance 6th Floor 33 King St. W. Oshawa, ON L1H 8H5	Email: insolvency.unit@ontario.ca
PPSA Creditors	
NFN Solar GP Inc. C/O Nipissing First Nation, 36 Semo Rd. Garden Village, ON P2B 3K2 PPSA Creditor of: SPN LP 1 SPN LP 4 SPN LP 5 Solar Power Network 009 Inc.	Eclipsall Funding Ltd. 89 Nexus Way Camana Bay, Grand Cayman Cayman Islands KY1-9007 Eclipsall Funding Ltd. 190 Elgin Avenue George Town, Grand Cayman Cayman Islands KY1-9005 PPSA Creditor of: GSC Solar Fund I Inc. GSC GP Holdco Inc.
The Toronto-Dominion Bank – 10202 55 King St W P.O. Box 1 Toronto, ON M5K 1A2 PPSA Creditor of Grasshopper Solar Corporation	

APPLICATION

1. Deutsche Bank Trust Company Americas, in its capacity as the collateral agent and the administrative agent under the Credit Agreement (as defined below) (in either such capacity as the context requires, the “**Agent**”), Deutsche Bank AG, Canada Branch (“**DB**”), and The Bank of Nova Scotia (“**Scotia**”, and together with DB, the “**Lenders**”) make this application for and order, among other things:
 - (a) abridging, if necessary, the time for service of this Application and deeming service good and sufficient;
 - (b) appointing Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager, without security (in such capacity, the “**Receiver**”), over all of the property, assets and undertakings of the Debtors (as defined below) under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 (the “**CJA**”), as amended;
 - (c) appointing A&M as the Receiver over the Residential Redirected Account (as defined in affidavit of Thomas Rorick sworn September 21, 2025 in support of this application (the “**Rorick Affidavit**”)) that is held by the MSA Provider for the benefit of the Residential LPs (each as defined below) under section 243(1) of the BIA and section 101 of the CJA;
 - (d) extending the stay of proceedings granted in connection with the foregoing appointment over each of the entities listed in **Schedule “A”** hereto (collectively, the “**Non-Debtor Entities**”);
 - (e) directing the Non-Debtor Entities to continue to comply with their obligations under each of their contracts with, or relating to, Grasshopper (as defined below), including the Loan and Security Documents (as defined below);

- (f) directing the Non-Debtor Service Providers (as defined below) to comply with their obligations to remit to the Receiver any payments, cheques or funds that they receive on behalf of the Residential LPs (as defined below);
- (g) authorizing the Receiver to make payments on behalf of the Non-Debtor Entities on account of rent, insurance, operating expenses, costs of service providers and other costs and expenses incurred in connection with the operation of the Grasshopper business;
- (h) authorize the Receiver to exercise the rights of the Debtors to appoint directors and officers of the Non-Debtor Obligors (each, an “**Appointed D&O**”) and grant certain protections in favour of the Appointed D&Os;
- (i) authorize the Receiver to execute services agreements with each of Spark Power Renewables Canada Inc. (“**Spark**”, and such agreement, the “**Spark Services Agreement**”) and FAAN Advisors Group Inc. (“**FAAN**”, and such agreement, the “**FAAN Services Agreement**”) in substantially the form attached to and described in the Rorick Affidavit, and to perform the obligations of the Receiver thereunder;
- (j) authorize and approve the Receiver’s Borrowing Facility and Charge (as defined below); and
- (k) granting such further and other relief, advice and directions as counsel may advise and this Court may deem just and appropriate.

2. The “**Debtors**” consist of the following eight entities in the Grasshopper group of solar generation companies (“**Grasshopper**”):

- (a) **The Borrowers and their GPs.** GSC Solar Fund I LP (“**Fund I LP**”) and GSC Solar Fund II LP (“**Fund II LP**”, and together with Fund I LP, the “**Borrowers**”), along with their general partners, GSC Solar Fund I GP Inc. (“**Fund I GP**”) and GSC Solar Fund II GP Inc. (“**Fund II GP**”, and together with Fund I GP, the “**Borrower GPs**”); and

- (b) **The Residential Portfolio Holding Entities.** GSC Solar Leasing LP (“**Residential I LP**”) and GSC Solar Leasing II LP (“**Residential II LP**”, and together with Residential I LP, the “**Residential LPs**”), along with their respective general partners, GSC Solar Leasing GP Inc. (“**Residential I GP**”) and GSC Solar Leasing II GP Inc. (“**Residential II GP**”, and together with Residential I GP, the “**Residential GPs**”).
3. The “**Non-Debtor Obligors**” consists of the 49 C&I HoldCos and the 2 Fund Equity HoldCos (both as defined below), being each of the Grasshopper entities, other than the Debtors, whose liability to the Agent and the Lenders on account of the Indebtedness (as defined below) is presently due and payable. For greater certainty, the Non-Debtor Obligors do not consist of any of the 11 Third-Party Project Co-Owners (as defined below).
4. The “**Non-Debtor Service Providers**” consist of: (a) Grasshopper Solar Corporation and its affiliate Grasshopper Solar Asset Management Inc. (together, the “**MSA Provider**”); and (b) TwentyFifty Inc. and TwentyFifty Asset Management Inc. (together, “**TwentyFifty**”). The Non-Debtor Service Providers are entities in the Grasshopper group that have historically provided operations, maintenance and administrative services to the Debtors and the Non-Debtor Obligors (or were incorporated for that purpose). The Non-Debtor Service Providers are not obligors in respect of the Indebtedness.
5. The Non-Debtor Obligors and the Non-Debtor Service Providers are collectively referred to as the “**Non-Debtor Entities**”.
6. The grounds for the application are:

Overview of Proposed Receivership

- (a) The Grasshopper group of companies is a complicated structure of 60 corporations and partnerships, 16 of which have minority—but in some cases majority—third-party co-owners not affiliated with Grasshopper. Grasshopper’s business consists of two primary portfolios, being a residential portfolio that is wholly-owned by Grasshopper through the Residential LPs and a commercial and industrial (“**C&I**”)

portfolio in which 16 of Grasshopper's project holding entities are co-owned by 11 third parties (collectively, the "**Third-Party Project Co-Owners**").

- (b) The Borrowers are primary obligors indebted to the Agent and the Lenders in an amount of \$148,245,877.68 (excluding certain fees, costs, etc.) as of September 1, 2025, under a second amended and restated credit agreement dated June 29, 2023 (as further amended or otherwise modified from time to time, the "**Credit Agreement**").
- (c) The Borrower's indebtedness is fully guaranteed by each other Debtor and each Non-Debtor Obligor (the collective indebtedness of the Debtors and Non-Debtor Obligors, the "**Indebtedness**"). Each Debtor and Non-Debtor Obligor has provided the Agent with a security interest in all or substantially all of its property to secure the Indebtedness.
- (d) Those obligations have matured, and the Borrowers and the other various Grasshopper guarantors are unable to repay them. Further, the MSA Provider's principals intend to resign and the retention of certain key employees is uncertain. Grasshopper has thus been working with the Lenders to facilitate an orderly transition to a receivership proceeding before those resignations take effect.
- (e) The Agent's and Lenders' primary objectives in this receivership proceeding are twofold. First, a receivership is urgently needed to protect and preserve Grasshopper's business, including taking steps to fix the numerous technical issues that plague its portfolios of solar generation assets before such portfolios can be effectively marketed.
- (f) Second, after Grasshopper's business is stabilized and cleaned up, the Lenders anticipate that the Receiver would, in consultation with the Agent and the Lenders, develop and implement a sale and investment solicitation process (a "**SISP**") to realize upon the Borrowers' direct and indirect equity interests in Grasshopper's project subsidiaries and/or asset-level transactions.

- (g) With these two objectives in mind, the Agent and the Lenders are at this time seeking to put only the Debtors and the MSA Provider's interest in one of the Residential Redirected Accounts (as defined in the Rorick Affidavit) into receivership and not any of the Non-Debtor Obligors or the Third-Party Project Co-Owners' equity in certain Non-Debtor Obligors. The Agent and the Lenders are mindful of the impact that a receivership of the Non-Debtor Obligors could have at this time on the Third-Party Project Co-Owners and the First Nations communities, municipalities, hospitals and other communities who ultimately own the Third-Party Project Co-Owners.
- (h) Additionally, it may be that Grasshopper's portfolio will be most efficiently monetized at the Debtor level through a transaction involving the Debtors' equity interests in the project subsidiaries, rather than a transaction involving the assets of the project subsidiaries themselves. The Agent and the Lenders therefore do not, at this time, view a receivership of those Non-Debtor Obligors or the shares in certain Non-Debtor Obligors held by the Third-Party Project Co-Owners as necessary (although they may seek such relief at a future date as the Receiver, if appointed, advances its work in consultation with the Lenders).
- (i) Accordingly, the Agent and the Lenders are seeking on this application to extend a stay of proceedings to the Non-Debtor Obligors and their property and business, and to direct those Non-Debtor Obligors to continue to comply with their contractual obligations under any contracts with, or involving, Grasshopper. The Agent and the Lenders are also seeking to extend a more limited stay of proceedings to the Non-Debtor Service Providers and their property, which would stay any proceedings and contractual rights and remedies solely to the extent relating to or otherwise affecting Grasshopper's business. This relief is necessary to preserve the *status quo* while the Receiver works to stabilize and ultimately sell the Grasshopper business.
- (j) Different considerations apply to the Residential LPs and Residential GPs that make it appropriate to include them as Debtors, rather than Non-Debtor Obligors,

including that the Residential LPs are not co-owned by any third parties and 0.01% of the equity in the Residential LPs is owned by the corresponding Residential GPs, which leaves a portion of equity that the Receiver would be unable to effectively sell if its mandate does not encompass those Residential GPs.

Grasshopper's Business

- (k) Grasshopper's business is the ownership and operation of solar generation projects in Ontario. Its portfolios consist of approximately 3,500 solar generation projects—133 projects in its C&I portfolio and 3,338 in its residential portfolio (based on the most recent available information).
- (l) The sole source of revenue for Grasshopper's projects are the IESO's Feed-In-Tariff (a.k.a. "FIT") and "microFIT" programs, which allow energy producers to generate a predictable stream of revenue by feeding energy into Ontario's electricity grid under 20-year, fixed price contracts.
- (m) In connection with the FIT and microFIT programs, Grasshopper's core business model consists of: (i) operating solar generation facilities on real property leased from third-party landlords; (ii) feeding the electricity generated by those facilities into Ontario's electricity grid, thereby earning revenue from the IESO or a local distribution company under a FIT or a microFIT contract; and (iii) retaining the balance of the generated revenue after payment of rent, operational and similar expenses, and principal, interest, fees and expenses payable under the Credit Agreement and the other Loan and Security Documents (as defined below).
- (n) Each of those solar projects falls into one of Grasshopper's two business units, which correspond to the FIT and the microFIT programs, respectively: a C&I unit involving larger projects built on commercial and industrial property, and a residential unit involving smaller projects built on individual homeowners' residential property.
- (o) Because of the geographically diffuse nature of Grasshopper's business, which consists of many solar projects spread across a wide area of Ontario, Grasshopper

established a number of special purpose holding entities to hold the solar assets and contracts associated with the projects. Those entities correspond to Grasshopper's two business units:

- (i) On the C&I side, the solar projects are owned/held by 49 special purpose entities (the "**C&I HoldCos**"), all of which are Non-Debtor Obligors. As noted, certain of those C&I HoldCos are co-owned by the Third-Party Project Co-Owners.
- (ii) On the residential side, each solar project is held by one of the Residential LPs, both of which are Debtors.
- (p) Equity in each of those holding entities is held either directly or indirectly by either Fund I LP or Fund II LP (the "**Fund Equity HoldCos**").
- (q) All of the operations, maintenance and administrative services for each of Grasshopper's projects are provided by the MSA Provider under management services agreements (the "**MSAs**") between the MSA Provider and the Grasshopper entity that owns the given project. The management services provided under the MSAs fall into two categories: (i) operations and management ("**O&M**"); and (ii) administration and accounting functions ("**Asset Administration**"). Despite its importance to Grasshopper's business and structure, the MSA Provider has not guaranteed the Debtors' or Non-Debtor Obligors' indebtedness.
- (r) Finally, in 2023, Grasshopper was contemplating transitioning the O&M and Asset Administration services from the MSA Provider to TwentyFifty. It is currently not known to the Agent or the Lenders whether any services were in fact transitioned from the MSA Provider to TwentyFifty. In order to minimize the risk of disruption to Grasshopper's business, the relief being sought in respect of the Non-Debtor Service Providers applies to both the MSA Provider and TwentyFifty.

Indebtedness owing to the Agent and Lenders and related security

- (s) The Credit Agreement established, or required the establishment, of three credit facilities in favour of the Borrowers, as primary obligors: (i) a non-revolving term loan facility for purposes of, among other things, financing the construction and acquisition of Grasshopper's solar projects; (ii) a letter of credit facility to cover certain of the Borrowers' funding obligations under the Credit Agreement; and (iii) an interest rate hedging facility for mitigating risks related to interest rate-related fluctuations. The Agent serves as the administrative agent and as the collateral agent for those facilities.
- (t) Each other Debtor and each C&I HoldCo unconditionally and irrevocably guaranteed the full amount of the Indebtedness under guarantee and indemnity agreements in favour of the Agent. Additionally, each Fund Equity HoldCo and Third-Party Project Co-Owner fully guaranteed the Indebtedness under limited recourse guarantee agreements, provided that the Agent's only recourse in respect of those obligations are to the equity interests that the Fund Equity HoldCo and Third-Party Project Co-Owner holds in the Borrowers and C&I HoldCo, as applicable. The MSA Provider and TwentyFifty did not guarantee the Indebtedness.

Security in the Borrowers' property

- (u) As general and continuing security for the Indebtedness, the Borrowers have granted the Agent a security interest in all or substantially all of their property.
- (v) Fund I LP provided the Agent those security interests under the following documents:
 - (i) a general security agreement dated March 19, 2018, in favour of the Agent, under which Fund I LP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
 - (ii) an assignment of material project agreements dated March 19, 2018, in favour of the Agent, under which Fund I LP granted a first-ranking security

interest in the Material Project Agreements, excluding FIT Contracts for MicroFIT Projects (each as defined in the Credit Agreement);

- (iii) an omnibus assignment of insurance agreement dated March 19, 2018, in favour of the Agent, under which Fund I LP and certain C&I HoldCos granted a first-ranking security interest in certain insurance policies related to Grasshopper and its business; and
 - (iv) a blocked account agreement dated June 29, 2023, by and between Fund I LP, the Agent and Scotia, under which Fund I LP gave the Agent certain control-related and similar rights in the Borrower Revenue Accounts (as defined in the Credit Agreement) and certain other blocked accounts and agreed to terms and conditions in connection therewith.
- (w) Fund II LP provided the Agent those security interests under the following documents:
- (i) a general security agreement dated May 31, 2018, in favour of the Agent, under which Fund II LP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
 - (ii) an assignment of material project agreements dated May 31, 2018, in favour of the Agent, under which Fund II LP granted a first-ranking security interest in the Material Project Agreements, excluding FIT Contracts for MicroFIT Projects (each as defined in the Credit Agreement);
 - (iii) an omnibus assignment of insurance agreement dated May 31, 2018, in favour of the Agent, under which Fund II LP and certain C&I HoldCos granted a first-ranking security interest in certain insurance policies related to Grasshopper and its business; and
 - (iv) an amended and restated blocked account agreement dated May 18, 2018, by and between Fund II LP, the Agent and Royal Trust Corporation of Canada, under which Fund II LP gave the Agent certain control-related and

similar rights in the Borrower Revenue Accounts (as defined in the Credit Agreement) and certain other blocked accounts and agreed to terms and conditions in connection therewith.

- (x) The security interests as against Fund I LP and Fund II LP were registered in favour of the Agent on or about, respectively, March 9, 2018 and May 1, 2018 under the Personal Property Security Act, R.S.O. 1990, c. P.10 (the “**Ontario PPSA**”). Additionally, the Agent is in possession of the share or unit certificates, as applicable, described in the Rorick Affidavit that Fund I LP and Fund II LP hold in the equity of the Residential LPs and the C&I HoldCos.

Security in the Residential LPs’ property

- (y) As general and continuing security for the Indebtedness, the Residential LPs have granted the Agent a security interest in all or substantially all of their property.
- (z) Residential I LP provided the Agent those security interests under the following documents:
 - (i) a general security agreement dated March 19, 2018, in favour of the Agent, under which Residential I LP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
 - (ii) a debenture dated March 19, 2018, in favour of the Agent, under which Residential I LP, among other things, granted the Agent a security interest, mortgage, charge, demise and sublease, as applicable, in all of the leasehold interests indicated in the schedule thereto (*i.e.*, the leasehold interests corresponding to Residential I LP’s residential solar projects);
 - (iii) an assignment of material project agreements dated March 19, 2018, in favour of the Agent, under which Residential I LP granted a first-ranking security interest in the Material Project Agreements (as defined in the Credit Agreement);

- (iv) an assignment of insurance agreement dated March 19, 2018, in favour of the Agent, under which Residential I LP granted a first-ranking security interest in certain insurance policies related to Grasshopper and its business; and
 - (v) a blocked account agreement dated March 19, 2018, by and between Residential I LP, the Agent and Royal Bank of Canada, under which Residential I LP gave the Agent certain control-related and similar rights in the Residential Revenue Accounts (as defined in the Credit Agreement) relating to Residential I LP.
- (aa) Residential II LP provided the Agent those security interests under the following documents:
- (i) a general security agreement dated August 31, 2018, in favour of the Agent, under which Residential II LP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
 - (ii) debentures dated August 31 and October 11, 2018, in favour of the Agent, under which Residential II LP, among other things, granted the Agent a security interest, mortgage, charge, demise and sublease, as applicable, in all of the leasehold interests indicated in the schedule thereto (*i.e.*, the leasehold interests corresponding to Residential II LP's residential solar projects);
 - (iii) an assignment of material project agreements dated August 31, 2018, in favour of the Agent, under which Residential II LP granted a first-ranking security interest in the Material Project Agreements (as defined in the Credit Agreement);
 - (iv) an assignment of insurance agreement dated August 31, 2018, in favour of the Agent, under which Residential II LP granted a first-ranking security interest in certain insurance policies related to Grasshopper and its business; and

- (v) a blocked account agreement dated August 31, 2018, by and between Residential II LP, the Agent and Bank of Montreal, under which Residential II LP gave the Agent certain control-related and similar rights in the Residential Revenue Accounts (as defined in the Credit Agreement) relating to Residential II LP.
- (bb) The security interests as against Residential I LP and Residential II LP were registered in favour of the Agent on or about, respectively, March 9, 2018 and August 29, 2018 under the Ontario PPSA.

Security in the property of the other Debtors

- (cc) The remaining Debtors are the four general partners of the Borrowers and Residential LPs (i.e., Fund I GP, Fund II GP, Residential I GP and Residential II GP). As general and continuing security for the Indebtedness, each of those general partners have granted the Agent a security interest in all or substantially all of their property.
- (dd) Those security interests were provided under:
 - (i) a general security agreement dated March 19, 2018, in favour of the Agent, under which Fund I GP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
 - (ii) a general security agreement dated May 31, 2018, in favour of the Agent, under which Fund II GP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
 - (iii) a general security agreement dated March 19, 2018, in favour of the Agent, under which Residential I GP granted a first-ranking security interest in substantially all of its property, assets and undertaking; and
 - (iv) a general security agreement dated August 31, 2018, in favour of the Agent, under which Residential II GP granted a first-ranking security interest in substantially all of its property, assets and undertaking.

- (ee) The security interests as against Fund I GP, Fund II GP, Residential I GP and Residential II GP were registered in favour of the Agent on or about, respectively, March 19, 2018, May 1, 2018, March 9, 2018 and August 29, 2018.
- (ff) Additionally, the Agent is in possession of the share or unit certificates, as applicable, described in the Rorick Affidavit that Fund I GP, Fund II GP, Residential I GP and Residential II GP hold in the equity of the Borrowers, the Residential II LPs and the applicable C&I HoldCos.

Security in the property of the Non-Debtor Obligors

- (gg) As general and continuing security for the Indebtedness, each C&I HoldCo has granted the Agent a security interest in all or substantially all of its property. Additionally, each Fund Equity HoldCo and each Third-Party Project Co-Owner has granted the Agent a security interest in the equity interests those entities hold in the corresponding Borrowers and C&I HoldCos, as applicable.
- (hh) The following list provides categorical descriptions of each of the agreements and documents that the Non-Debtor Obligors and/or the Third-Party Project Co-Owners have entered into with and granted in favour of the Agent, thereby establishing security in favour of the Agent and, in the case of the Non-Debtor Obligors, their Indebtedness owing to the Agent and the Lenders.
 - (i) **Guarantee.** A guarantee and indemnity agreement in favour of the Agent, under which the Non-Debtor Obligor, among other things, unconditionally and irrevocably guaranteed the Indebtedness.
 - (ii) **Limited Recourse Guarantee and Pledge Agreement.** A limited recourse guarantee and pledge agreement, under which the party, among other things: (i) unconditionally and irrevocably guaranteed the Indebtedness, provided that the Agent's recourse on account of such indebtedness is limited to the Collateral (as defined therein)—being the equity interests in the applicable Non-Debtor Obligor held by the party and certain property

related to such interests; and (ii) granted the Agent a security interest in said Collateral.

- (iii) **General Security Agreement.** A general security agreement in favour of the Agent, under which the Non-Debtor Obligor, among other things, granted a security interest in substantially all of its property, assets and undertaking.
 - (iv) **Assignment of Material Project Agreements.** An assignment of material project agreements in favour of the Agent, under which the Non-Debtor Obligor, among other things, granted a security interest in the Material Project Agreements, excluding FIT Contracts for MicroFIT Projects (each as defined in the Credit Agreement).
 - (v) **Omnibus Assignments of Insurance.** An omnibus assignment of insurance, under which the party granted the Agent a security interest in certain insurance policies related to Grasshopper and its business.
 - (vi) **Debenture.** A debenture in favour of the Agent for the benefit of the Secured Creditors, under which the Non-Debtor Obligor, among other things, granted the Agent a security interest, mortgage, charge, demise and sublease, as applicable, in all of the leasehold interests indicated in the schedule thereto.
 - (vii) **Blocked Account Agreement.** A blocked accounts agreement in favour of the Agent for the benefit of the Secured Creditors, under which the Non-Debtor Obligor, among other things, gave the Agent certain control-related and similar rights in and to the party's bank accounts relating to its solar project.
- (ii) A table indicating which of the Non-Debtor Obligors and Third-Party Project Co-Owners entered into which of the foregoing documents is provided in the Rorick Affidavit. Each of the foregoing agreements and documents are derived from standard templates.

- (jj) The security interests as against each Non-Debtor Obligor and Third-Party Project Co-Owner were registered in favour of the Agent under the Ontario PPSA on various dates between March, 2018 and February, 2020 (save for the registration against the MSA Provider, which was made on June 4, 2025). Additionally, the security interests of the Agent were registered under the Ontario Land Registry as against the applicable leasehold interests held by each Non-Debtor Obligor that granted a debenture in favour of the Agent.
- (kk) Finally, under an irrevocable acknowledgement and direction among the MSA Provider, Fund I LP and the Residential LP, the MSA Provider granted the Agent a security interest in and to the Residential Redirected Accounts (as defined in the Rorick Affidavit) held by the MSA Provider and certain property related to such account. For clarity, the MSA Provider did not guarantee the Indebtedness.

The Credit Facilities are in Default

- (ll) The Debtors and the Non-Debtor Obligors are each in default of their respective obligations under the Loan and Security Documents. Critically, the Credit Facilities matured on June 29, 2025, and the full balance of the Indebtedness remains outstanding and unpaid.
- (mm) The following list provides an overview of the known Events of Default that have occurred to date in the approximate chronological order in which the Agent and the Lenders discovered them:
- (i) **Equity Disbursement Default.** On or around September 27, 2024, and December 24, 2024, Fund I LP made payments to certain Third-Party Project Co-Owners on account of equity distributions while there were amounts due and payable in respect of the letter of credit facility made available in connection with the Credit Agreement. These payments were made in contravention of the Credit Agreement's payment waterfall, which provides that amounts due and payable on account of such facility must be paid in full before any equity distributions may be made.

- (ii) **Operational Covenant Default.** On March 21, 2025, the Lenders received a draft report from an independent engineer. In the Lenders' view, based on that report, certain C&I HoldCos failed to: (i) keep and operate their solar projects in good operating conditions consistent with the prudent practices specified in the Credit Agreement; and (ii) make all repairs necessary to keep and operate their solar projects in such good operating conditions.
- (iii) **Payment Default.** On March 31, 2025, the Borrowers failed to make full payment of the principal, interest and other fees that came due on that date. The Borrower's payment on that date resulted in a shortfall of \$913,334.15.
- (iv) **Financial Covenant Default.** On April 24, 2025, the Lenders received a financial reporting certificate from Grasshopper. That certificate indicates that Grasshopper failed to maintain a mandatory debt service coverage ratio (calculated on a consolidated basis in accordance with the Credit Agreement) of at least 1.00:1.00.
- (v) **Anticipatory Abandonment Default.** On or around May 14, 2025, the MSA Provider—the provider of operations and maintenance services for Grasshopper's entire solar portfolio—informed the Agent and the Lenders that it intended to cease performing its obligations under the MSAs on or before September 30, 2025, thereby indicating that Grasshopper would be left without any operations or maintenance functionality.
- (vi) **Maturity Default.** On June 29, 2025, the facilities established by the Credit Agreement matured and terminated, as applicable, in accordance with their terms. As a result, the full amount of the Indebtedness then outstanding became immediately due and payable (*i.e.*, a total of \$146,638,437.00 as of that date). The Borrowers failed to repay the Indebtedness at the maturity (and the full balance of the Indebtedness remains unpaid as of the date of this notice of application).

- (nn) On June 26, 2025, the Agent and the Lenders, through their counsel, Torys LLP, delivered demand letters and notices of intention to enforce security under section 244 of the BIA (the “**Demand Letters and 244 Notices**”) to each of the Debtors and Non-Debtor Obligors.¹

Receivership is Necessary and Appropriate

- (oo) The Debtors and the Non-Debtor Obligors are in default of over \$148,245,877.68 of Indebtedness under Credit Facilities that matured approximately 12 weeks ago. The Debtors and Non-Debtor Obligors are unable to repay this Indebtedness and, when the MSA Provider’s management resigns, to even operate or maintain their business.
- (pp) As a result of the Debtors’ and the Non-Debtor Obligors’ defaults, the Agent has the contractual right to appoint a receiver over the Debtors, the Non-Debtor Obligors and their respective property.
- (qq) The immediate appointment of a receiver over the Debtors, and the additional relief described above in respect of the Non-Debtor Obligors, is urgently required in order to mitigate the existential risks that Grasshopper and the Secured Creditors currently face, including the fact that Grasshopper is unable to operate its business without a functioning operations and maintenance provider.

A&M is best positioned to act as receiver

- (rr) The Lenders, through their counsel, retained Alvarez & Marsal Canada ULC, an affiliate of A&M, as financial advisor on May 27, 2025. Since that time, A&M ULC has had numerous discussions with the Agent, the Lenders and Grasshopper, and has generally familiarized itself with Grasshopper’s assets, business and corporate structure, along with the events described in the previous section, the transition planning and the risks facing Grasshopper’s business. It has also engaged

¹ While the Agent and Lenders have not delivered any demand letters or notices of intention to enforce security under section 244 of the BIA to any of the Third-Party Project Co-Owners, they reserve their right to do so at a later time.

in extensive discussions and planning with the Agent, the Lenders and their counsel, Torys LLP, relating specifically to this proposed receivership.

- (ss) As a result of those discussions and its proximity to A&M ULC, A&M has acquired extensive knowledge of the matters discussed herein. It would require a considerable amount of time, effort and cost for a new firm to acquire the same level of knowledge of Grasshopper and the current situation that A&M has acquired to date.
- (tt) A&M has provided a written consent to act as the Receiver in this proceeding.
- (uu) Given A&M's engagement in this matter to date and its resulting knowledge of Grasshopper's business and current situation, A&M is the appropriate firm to act as the Receiver.

Receiver's Borrowing Facility

- (vv) Based on the best available information, A&M currently anticipates that the proposed receivership will be self-funded through the revenues generated in the ordinary course of Grasshopper's business. Accordingly, the Agent and the Lenders do not currently anticipate that the Receiver will require funding through a receiver's borrowing facility and have therefore not committed to advancing any funds to the Receiver at this time.
- (ww) However, the Agent and the Lenders are mindful of the possibility that the Receiver may ultimately require an additional source of funding during its mandate. The Agent and the Lenders are therefore seeking the Court's approval of a receiver's borrowing facility and a corresponding receiver's borrowing charge in accordance with the standard language in the Commercial List model order (together, the **"Receiver's Borrowing Facility and Charge"**).

Authorities

(xx) The Agent and the Lenders will rely on:

- (i) sections 243 and 244 of the BIA;
- (ii) section 101 of the CJA; and
- (iii) such further and other grounds as counsel may advise and this Court may deem just.

7. The following documentary evidence will be used at the hearing of the application:

- (a) the Rorick Affidavit;
- (b) the consent of A&M to act as Receiver dated September 21, 2025; and
- (c) such further and other evidence as counsel may advise and this Court may deem just.

Date: September 22, 2025

Torys LLP

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Americas, as Agent, and Deutsche Bank AG,
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Scotia

Schedule “A”

Non-Debtor Obligors

Project HoldCos

2245073 Ontario Inc.

2246253 Ontario Inc.

2377512 Ontario Inc.

2410581 Ontario Limited

2421907 Ontario Limited

2428760 Ontario Inc.

Biidaaske Inc.

Celeste Solar LP

CEW L3V Solar III Limited Partnership

Chi Biidaaske Inc.

Cleave Energy Holdings Ltd.

Gengrowth Energy LP

Grasshopper Solar FIT Projects Inc.

GSC Southlake Solar LP

GSC SPN 4 Projects LP

Howard Avenue Solar Inc.

ICM Realty Group Solar 2013 Inc.

LDREC SPN LP

SPN LP 1

SPN LP 3

SPN LP 4

SPN LP 5

SPN LP 10

SPN LP 14

SPN LP 15

Rising Sun Community Power Corp.

HSSW Limited Partnership

HSSW Property LP
GSC FIT 4.2 LP
GSC FIT 4.2 GP Inc.
GreenLife Solar Projects Inc.
GSC GreenLife Projects LP
GSC GreenLife Projects GP Inc.

Project Equity HoldCos

2410089 Ontario Inc.
2416428 Ontario Inc.
2422500 Ontario Inc.
Celeste Solar GP Inc.
GSC Gengrowth GP Inc.
GSC Solar Leasing II GP Inc.
GSC Solar Leasing GP Inc.
GSC Southlake Solar GP Inc.
GSC SPN 4 Projects GP Inc.
Marina Del Rey Solar Inc.
McLevin Avenue Solar Inc.
Solar Power Network 001 Inc.
Solar Power Network 003 Inc.
Solar Power Network 006 Inc.
Solar Power Network 007 Inc.
Solar Power Network 009 Inc.
FIT Solar GP 1 Inc.
HSSW Property GP Inc.

DEUTSCHE BANK TRUST
COMPANY AMERICAS,
DEUTSCHE BANK AG, CANADA v GSC SOLAR FUND I LP, GSC SOLAR FUND I GP
BRANCH, and THE BANK OF INC., GSC SOLAR FUND II LP, GSC SOLAR FUND
NOVA SCOTIA LEASING GP INC., GSC SOLAR LEASING II LP and
GSC SOLAR LEASING II GP INC.

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF THE *BANKRUPTCY
AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS AMENDED; AND SECTION 101 OF THE
COURTS OF JUSTICE ACT, R.S.O. 1990, C. C.43, AS AMENDED

Court File No.

	ONTARIO SUPERIOR COURT OF JUSTICE COMMERCIAL LIST Proceeding commenced at TORONTO
	NOTICE OF APPLICATION
	Torys LLP 79 Wellington St. W., 30th Floor Box 270, TD South Tower Toronto, ON M5K 1N2 David Bish (LSO #: 41629A) Tel: 416.865.7353 Email: dbish@torys.com Mike Noel (LSO #: 80130F) Tel: 416.865.7378 Email: mnoel@torys.com Lawyers for Deutsche Bank Trust Company Americas, as Agent, and Deutsche Bank AG, Canada Branch, and The Bank of Nova Scotia

TAB 2

Court File No. CV-25-00752340-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

**DEUTSCHE BANK TRUST COMPANY AMERICAS,
DEUTSCHE BANK AG, CANADA BRANCH, and
THE BANK OF NOVA SCOTIA**

Applicants

- and -

**GSC SOLAR FUND I LP, GSC SOLAR FUND I GP INC.,
GSC SOLAR FUND II LP, GSC SOLAR FUND II GP INC.,
GSC SOLAR LEASING LP, GSC SOLAR LEASING GP INC.,
GSC SOLAR LEASING II LP and GSC SOLAR LEASING II GP INC.**

Respondents

IN THE MATTER OF AN APPLICATION UNDER SECTION 243(1) OF
THE *BANKRUPTCY AND INSOLVENCY ACT*, R.S.C. 1985, C. B-3, AS
AMENDED; AND SECTION 101 OF THE *COURTS OF JUSTICE ACT*,
R.S.O. 1990, C. C.43, AS AMENDED

**AFFIDAVIT OF THOMAS RORICK
(Sworn September 21, 2025)**

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I, Thomas Rorick, CFA, of the City of New York, in the State of New York, in the Country of the United States of America, MAKE OATH AND SAY:

I. OVERVIEW

1. I am a Vice President with Deutsche Bank Securities Inc., an affiliate of Deutsche Bank AG, Canada Branch (“**DB**”), and have been in this role for over two years. Prior to this role, I have worked at Deutsche Bank for five years in various capacities and, prior to that, at other financial services companies. I have received my Bachelor of Business Administration from Pace University, as well as my Series 7, 63, 86 and 87 Securities Industry Essentials credentials.

2. I have been involved on the Grasshopper file since January 2022 and, as such, I either have direct knowledge of the facts set out herein, or, where indicated, I have been advised by the person(s) indicated, and I believe such information to be true. Unless otherwise indicated, all references to dollar amounts herein are stated in Canadian dollars.

3. I swear this affidavit in support of the application by Deutsche Bank Trust Company Americas, in its capacity as the collateral agent and the administrative agent under the Credit Agreement (as defined below) (in either such capacity as the context requires, the “**Agent**”), DB, and The Bank of Nova Scotia (“**Scotia**”, and together with DB, the “**Lenders**”).

4. The Agent and the Lenders bring this application to, among other things:

- (a) appoint Alvarez & Marsal Canada Inc. (“**A&M**”) as receiver and manager, without security (in such capacity, the “**Receiver**”), over all of the property, assets and undertakings of the Debtors (as defined below) under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the “**BIA**”) and

section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the “CJA”);

- (b) appoint A&M as the Receiver over the Residential Redirected Account (as defined below) under section 243(1) of the BIA and section 101 of the CJA;
- (c) extend the stay of proceedings granted in connection with the foregoing over the Non-Debtor Entities (as defined below);
- (d) direct the Non-Debtor Entities to continue to comply with their obligations under each of their contracts with, or relating to, Grasshopper (as defined below), including the Loan and Security Documents (as defined below);
- (e) direct the Non-Debtor Service Providers (as defined below) to comply with their obligations to remit to the Receiver any payments, cheques or funds that they receive on behalf of the Residential LPs;
- (f) authorize the Receiver to make payments on behalf of the Non-Debtor Entities on account of rent, insurance, operating expenses, costs of service providers, and other costs and expenses incurred in connection with the operation of the Grasshopper business;
- (g) authorize the Receiver to exercise the rights of the Debtors to appoint directors and officers of the Non-Debtor Obligors (each, an “**Appointed D&O**”) and grant certain protections in favour of the Appointed D&Os;
- (h) authorize the Receiver to execute services agreements with each of Spark Power Renewables Canada Inc. (“**Spark**”, and such agreements, the “**Spark Services Agreements**”) and FAAN Advisors Group Inc. (“**FAAN**”, and such agreement, the

“**FAAN Services Agreement**”) in substantially the form attached to and described in this affidavit, and to perform the obligations of the Receiver thereunder; and

- (i) authorize and approve the Receiver’s Borrowing Facility and Charge (as defined below).

5. The “**Debtors**” consist of the following eight entities:

- (a) **The Borrowers and their GPs.** GSC Solar Fund I LP (“**Fund I LP**”) and GSC Solar Fund II LP (“**Fund II LP**”, and together with Fund I LP, the “**Borrowers**”), along with their general partners, GSC Solar Fund I GP Inc. (“**Fund I GP**”) and GSC Solar Fund II GP Inc. (“**Fund II GP**”, and together with Fund I GP, the “**Borrower GPs**”); and
- (b) **The Residential Portfolio Holding Entities.** GSC Solar Leasing LP (“**Residential I LP**”) and GSC Solar Leasing II LP (“**Residential II LP**”, and together with Residential I LP, the “**Residential LPs**”), along with their respective general partners, GSC Solar Leasing GP Inc. (“**Residential I GP**”) and GSC Solar Leasing II GP Inc. (“**Residential II GP**”, and together with Residential I GP, the “**Residential GPs**”).

6. The “**Non-Debtor Obligors**” consists of the 49 C&I HoldCos and the 2 Fund Equity HoldCos (both as defined below), being each of the Grasshopper entities, other than the Debtors, whose liability to the Agent and the Lenders on account of the Indebtedness (as defined below) is presently due and payable. For greater certainty, the Non-Debtor Obligors do not consist of any of the 11 Third-Party Project Co-Owners (as defined below).

7. The “**Non-Debtor Service Providers**” consist of: (a) Grasshopper Solar Corporation and its affiliate Grasshopper Solar Asset Management Inc. (together, the “**MSA Provider**”); and (b) TwentyFifty Inc. and TwentyFifty Asset Management Inc. (together, “**TwentyFifty**”). The Non-Debtor Service Providers are entities in the Grasshopper group that have historically provided operations, maintenance and administrative services to the Debtors and the Non-Debtor Obligors (or were incorporated for that purpose). The Non-Debtor Service Providers are not obligors in respect of the Indebtedness.

8. The Non-Debtor Obligors and the Non-Debtor Service Providers are collectively referred to as the “**Non-Debtor Entities**”.

9. For ease of reference, a complete list of each Debtor, Non-Debtor Obligor, Non-Debtor Service Provider and Third-Party Project Co-Owner is attached as **Exhibit “A”**.

A. Synopsis of this Receivership Application

10. As detailed below, the Grasshopper group of solar generation companies (collectively, “**Grasshopper**”) is a complicated structure of 60 corporations and partnerships, 16 of which have minority—but in some cases majority—third-party co-owners not under common ownership with Grasshopper. Grasshopper’s business consists of two primary portfolios, being a residential portfolio that is wholly-owned by Grasshopper and a commercial and industrial (“**C&I**”) portfolio in which 16 of Grasshopper’s project holding entities are co-owned by 11 third parties (collectively, the “**Third-Party Project Co-Owners**”).

11. The Borrowers are primary obligors indebted to the Agent and the Lenders under the Credit Agreement (as defined below) in an amount of \$148,245,877.68 (excluding certain fees, costs,

etc.) as of September 1, 2025. Most of the other Grasshopper entities have guaranteed those obligations and granted security over all or substantially all of their assets in respect of such guarantees. Those obligations have matured, and the Borrowers and the other various Grasshopper guarantors are unable to repay them. Further, as described in detail below, all operations of Grasshopper's business are managed by the MSA Provider; I understand that the MSA Provider and/or certain of its key principals intend to resign and the retention of other key employees is uncertain. Grasshopper has thus been working with the Lenders to facilitate an orderly transition to a receivership proceeding and to engage Spark and FAAN as alternative service providers before these resignations take effect under the Spark Services Agreements and the FAAN Services Agreement, respectively.

12. This receivership application is intended to directly extend to and include the Debtors, while providing additional relief in respect of the Non-Debtor Entities that is tailored to protecting and facilitating an eventual realization on the entirety of the Grasshopper business. As detailed below, the alternative to this bifurcated approach—a full receivership over all of the 60 indebted Grasshopper entities and/or over the shares in certain of those Grasshopper entities held by the 11 third-party co-owners—would be a worse outcome at this time.

13. The remainder of this overview section provides a simplified summary of current circumstances, all of which is elaborated in greater detail in the remaining sections that follow this overview.

B. Summary of Background and Proposed Relief

14. Grasshopper directly or indirectly owns and operates solar generation projects in Ontario. Grasshopper's business revolves around its participation in the Independent Electricity System

Operator's (the "**IESO**") "Feed-In Tariff" (a.k.a. "FIT") and "microFIT" programs—initiatives designed to incentivize greater use of renewable energy sources by providing guaranteed, long-term pricing for renewable electricity production. As noted above, Grasshopper's business consists of a C&I portfolio and a residential portfolio.

15. On March 19, 2018, the Agent and the lenders (at the time being DB and a previous lender that was subsequently replaced by Scotia) entered into a credit agreement with, among others, the Borrowers and certain other Grasshopper entities. The credit agreement has since been amended and restated on two occasions, most recently on June 29, 2023 (as so amended and restated, and as further amended or otherwise modified since that time, the "**Credit Agreement**").

16. The Credit Agreement established, or required the establishment, of three credit facilities in favour of the Borrowers: (i) a non-revolving term loan facility for purposes of, among other things, financing the construction and acquisition of Grasshopper's solar projects; (ii) a letter of credit facility to cover certain of the Borrowers' funding obligations under the Credit Agreement; and (iii) an interest rate hedging facility for mitigating risks related to interest rate-related fluctuations. The Agent serves as the administrative agent and as the collateral agent for those facilities, each of which is discussed in greater detail below.

17. Because of the diffuse nature of Grasshopper's business—consisting of many projects spread across a wide geographical area in Ontario, many of which have third-party co-owners—the Borrowers do not themselves hold the key contracts and assets associated with the group's solar projects. Rather, the Borrowers established many special-purpose project entities to hold those contracts and solar assets, which, in turn, feed the revenue generated by the projects up to the Borrowers.

18. On or after the time the Credit Agreement was entered into, each of those special-purpose project entities provided a full recourse guarantee of the Indebtedness (as defined below) under the Credit Agreement and granted the Agent a security interest in all or substantially all of their respective property as security for those guaranteed obligations.

19. Additionally, the Borrowers co-own some, but not all, of the project holding entities on the C&I side of Grasshopper's business with the Third-Party Project Co-Owners. Those Third-Party Project Co-Owners are, in turn, owned by certain First Nations groups, municipalities, public sector participants or other communities that partnered with Grasshopper to develop the given projects. On or after the time the Credit Agreement was entered into, each of those Third-Party Project Co-Owners has provided the Agent with a limited recourse guarantee of the full amount of the Indebtedness (as defined below), along with a pledge of the equity interests it holds in the corresponding project entities.

20. All of the operations, maintenance and administrative services for each of Grasshopper's projects are provided by the MSA Provider—Grasshopper Solar Corporation and/or its affiliate Grasshopper Solar Asset Management Inc.—under management services agreements (each, an “MSA”) between the MSA Provider and the Grasshopper entity that owns the given project. The management services provided under the MSAs fall into two categories: (i) operations and management (“O&M”); and (ii) administration and accounting functions (“**Asset Administration**”). Although the MSA Provider has not guaranteed the Debtors' or Non-Debtor Obligors' indebtedness, the MSA Provider is of critical importance to Grasshopper's business and operations, and, accordingly, it is included as a Non-Debtor Entity.

21. In addition to the MSA Provider, I understand that in 2023 Grasshopper was contemplating transitioning the O&M and Asset Administration services from the MSA Provider to affiliated entities TwentyFifty Inc. and TwentyFifty Asset Management Inc. I understand that TwentyFifty was at that time owned by one of Grasshopper's ultimate equity owners. However, it is currently not known to the Agent or the Lenders whether any services were in fact transitioned from the MSA Provider to TwentyFifty. In order to minimize the risk of disruption to Grasshopper's business, the relief being sought in respect of the Non-Debtor Service Providers applies to both the MSA Provider and TwentyFifty.

22. Since the parties entered into the Credit Agreement, Grasshopper has encountered numerous challenges that now threaten the continued viability of its business. Each of the three facilities under the Credit Agreement matured, or otherwise came due, on June 29, 2025. At least five other events of default have occurred under the Credit Agreement since September 2024. As at September 1, 2025, the total amount of the indebtedness owing by the Debtors and the Non-Debtor Obligors to the Agent and the Lenders under the Credit Agreement and the other Loan and Security Documents (as defined below) (the "**Indebtedness**") was \$148,245,877.68, exclusive of fees, expenses, costs and similar amounts. It is apparent that Grasshopper cannot repay the matured obligations owing to the Agent and the Lenders.

23. Grasshopper's challenges first came to the Lenders' attention in September 2024, when they learned that Grasshopper had been suffering from technical issues that contributed to losses of approximately \$1,930,441 on its portfolio for the year to date through July 2024. Since that time, the Lenders have attempted to work closely with Grasshopper to support it in addressing these technical challenges and have funded certain of Grasshopper's ongoing expenses.

24. On or about May 14, 2025, the Lenders were informed that the principals and key employees at the MSA Provider—the sole provider of O&M and Asset Administration services for all of Grasshopper’s solar projects—intended to resign on or before September 30, 2025. This would have the effect of causing the MSA Provider to cease performing its obligations under its services agreements with Grasshopper. This, in turn, would leave Grasshopper rudderless since all principals and key employees managing the Grasshopper business are employees of or provide service directly to the MSA Provider.

25. In light of these circumstances, the Lenders have: (i) engaged Alvarez & Marsal Canada ULC (“**A&M ULC**”), an affiliate of A&M, to assess the situation at Grasshopper; (ii) been working to develop a transition plan that would allow replacement operators to fulfil the critical functions that the MSA Provider has delivered to date (including both O&M services and Asset Administration services); and (iii) prepared this receivership application, given the need for relief to protect and preserve the Grasshopper business pending its eventual realization.

26. Accordingly, the Agent’s and Lenders’ primary objectives in this receivership proceeding are twofold. First, a receivership is urgently needed to protect and preserve Grasshopper’s business, including taking steps to fix the numerous technical issues that plague its portfolios before such portfolios can be effectively marketed. Second, after Grasshopper’s business is stabilized and cleaned up, the Lenders anticipate that the Receiver would, in consultation with the Agent and the Lenders, develop and implement a sale and investment solicitation process (a “**SISP**”) to realize upon the Borrowers’ direct and indirect equity interests in the project subsidiaries and/or asset-level transactions.

27. With these two objectives in mind, the Agent and the Lenders are at this time seeking to include only the Debtors, as well as the MSA Provider's interests in the Residential Redirected Account, in the scope of the receivership appointment and not any of the Non-Debtor Obligors or the Third-Party Project Co-Owners' equity in certain Non-Debtor Obligors. The Agent and the Lenders are mindful of the impact that a receivership of the Non-Debtor Obligors could have on the third-parties who co-own certain of those Non-Debtor Obligors with Grasshopper. It may be that Grasshopper's portfolio will be most efficiently monetized at the Debtor level through a transaction involving the Debtors' equity interests in the project subsidiaries, rather than a transaction involving the assets of the project subsidiaries themselves. The Agent and the Lenders therefore do not, at this time, view a receivership of those Non-Debtor Obligors as necessary (although they have the right to do so and may seek such relief at a future date as the Receiver, if appointed, advances its work in consultation with the Lenders).

28. Accordingly, the Agent is seeking on this application to extend a stay of proceedings to the Non-Debtor Obligors, the Non-Debtor Service Providers and their property and business, and to direct those Non-Debtor Entities to continue to comply with their contractual obligations under any contracts with, or involving, Grasshopper. This relief is necessary to ensure that the *status quo* is maintained while the Receiver works to stabilize and ultimately sell the Grasshopper business.

29. Finally, different considerations apply to the Residential LPs and Residential GPs that make it appropriate to include them as Debtors, rather than Non-Debtor Obligors. Specifically: (i) the Residential LPs are not co-owned by any third parties; (ii) 0.01% of the equity in the Residential LPs is owned by the corresponding Residential GPs, which leaves a portion of equity that the Receiver would be unable to effectively sell if its mandate does not encompass those Residential GPs (the remaining 99.99% of the equity is owned by the corresponding Borrowers);

and (iii) a receivership over the four Residential LPs and Residential GPs is manageable, in contrast to a receivership over the 49 C&I HoldCos.

II. CORPORATE STRUCTURE AND BUSINESS

30. Grasshopper's business is the ownership and operation of solar generation projects in Ontario. Its portfolios consist of approximately 3,500 solar generation projects—133 projects in its C&I portfolio and 3,338 in its residential portfolio (based on the most current available data as at April 1, 2025).

A. Corporate Organization

31. Because of the geographically diffuse nature of Grasshopper's business, which consists of many solar projects spread across a wide area of Ontario, Grasshopper established a number of special purpose holding entities to hold the solar assets and contracts associated with the projects.

32. Equity in each of those holding entities is held either directly or indirectly by either Fund I LP or Fund II LP. Fund I GP and Fund II GP are the general partners of Fund I LP and Fund II LP, respectively. The reason for Grasshopper's organizational bifurcation between Fund I LP and Fund II LP is that Grasshopper originally intended to finance those funds through separate credit facilities—a plan that never ultimately materialized.

33. The equity in Fund I LP and Fund II LP is held by GSC Solar Fund I Inc., and the equity in Fund I GP and Fund II GP is held by GSC GP Holdco Inc. (together with GSC Solar Fund I Inc., the "**Fund Equity HoldCos**"). As noted, the Fund Equity HoldCos are Non-Debtor Obligors for purposes of this receivership proceeding.

34. A copy of the most recent version of Grasshopper's corporate organization charts that Grasshopper has provided to the Lenders—one chart for the Fund I LP side and another chart for the Fund II LP side—is attached as **Exhibit "B"**.

35. All of the O&M services and Asset Administration services for each of Grasshopper's projects are provided by the MSA Provider under one of the four MSAs between the MSA Provider and the Grasshopper entity that owns the given project. Those four MSAs, which correspond to the C&I portfolios held by Fund I LP and Fund II LP and the residential portfolio held by Residential I LP and Residential II LP are, respectively:

- (a) an Amended and Restated Management Services Agreement (C&I Projects) dated as of March 19, 2018 between, among others, GSC Solar Fund I LP and Grasshopper Solar Corporation;
- (b) a Management Services Agreement (Cleave Projects) dated as of February 26, 2018 between, among others, GSC Solar Fund II LP and Grasshopper Solar Corporation, as amended by a First Amendment dated as of March 3, 2020;
- (c) an Amended and Restated Management Services Agreement (MicroFIT Projects) dated as of March 19, 2018 between GSC Solar Leasing LP and Grasshopper Solar Corporation; and
- (d) a Management Services Agreement (MicroFIT Projects) dated as of August 31, 2017 between GSC Solar Leasing II LP and Grasshopper Solar Corporation, as amended by a First Amendment dated as of October 11, 2018 and a Second Amendment dated as of May 30, 2019.

Copies of each MSA is attached as **Exhibits "C" to "F"** in the order they appear above.

36. Each C&I Project HoldCo (as defined below) is a party to the Fund I LP MSA or the Fund II LP MSA, as applicable, including in some cases under joinder agreements that certain C&I Project HoldCos have executed.

37. The MSAs can be terminated by, as applicable, Fund I LP, Fund II LP, Residential I LP and Residential II LP under the following scenarios: (i) immediate termination under section 7.1 for the MSA Provider's insolvency or an unresolved "Force Majeure" event (after 120 days); (ii) termination for cause under section 7.2 for a material breach or legal violation of the MSA Provider, subject to a cure period of up to 90 days; (iii) termination on a change of control or non-renewal of the MSA Provider under section 7.3 with 3 months' notice; and/or (iv) termination without cause under section 7.4 with 90 days' written notice.

38. As noted, there were discussions among the parties in 2023 around potentially transitioning certain of the O&M and Asset Administration services from the MSA Provider to TwentyFifty. However, the Agent and Lenders did not consent to the transition of any O&M or Asset Administration services to TwentyFifty and are not certain whether any such services were in fact transitioned to TwentyFifty. The definition of Non-Debtor Service Providers includes TwentyFifty to ensure that there is no unanticipated disruption to the Grasshopper business. A copy of an email chain that contains various email messages between TwentyFifty, Grasshopper, DB and Scotia from August 7, 2023, to October 24, 2023, is attached as **Exhibit "G"**.

39. The sole source of revenue for Grasshopper's projects are the IESO's FIT and microFIT programs, which the Government of Ontario introduced in 2009 to incentivize renewable energy production. The FIT and microFIT programs allow energy producers to generate a predictable stream of revenue by feeding energy into Ontario's electricity grid under 20-year, fixed price

contracts. The FIT program was tailored to incentivize commercial and industrial participants to establish larger-scale renewable energy projects, and the microFIT program was designed to incentivize residential homeowners to install smaller-scale solar projects on their property. While the FIT and microFIT programs were closed to new applicants in 2016, the existing contracts remain in place.

40. In connection with the FIT and microFIT programs, Grasshopper's core business model consists of: (i) operating solar generation facilities on real property leased from third-party landlords; (ii) feeding the electricity generated by those facilities into Ontario's electricity grid, thereby earning revenue from the IESO or a local distribution company (an "**LDC**") under a FIT or a microFIT contract; and (iii) retaining the balance of the generated revenue after payment of rent, operational and similar expenses, and principal, interest, fees and expenses payable under the Credit Agreement and the other Loan and Security Documents (as defined below).

41. Each of these solar projects falls into one of Grasshopper's two business units, which correspond to the FIT and the microFIT programs, respectively: a C&I unit involving larger projects built on commercial and industrial property, and a residential unit involving smaller projects built on individual homeowners' residential property. Both units are described in turn.

B. Commercial and Industrial Unit – FIT Program

42. Grasshopper's C&I unit focuses on larger-scale solar projects installed on commercial or industrial real property under the FIT program. For each of these projects, Grasshopper incorporated one or more special-purpose subsidiaries (each, a "**C&I Project HoldCo**") to hold the underlying solar assets and contracts. Each project is held by either one or more C&I Project HoldCos structured as a corporation and/or a limited partnership. The equity in certain of those

C&I Project HoldCos is held by special purpose holding entities (each, a “**C&I Project Equity HoldCo**”, and collectively with the C&I Project HoldCos, the “**C&I HoldCos**”) that, in turn, are held by either Fund I LP or Fund II LP.

43. Essentially, each C&I Project HoldCo’s principal assets consist of one or more land leases, FIT program contracts, solar installations and equipment, and a bank account into which the revenues earned by the C&I Project HoldCo are initially deposited until disbursed to Fund I LP or Fund II LP. The C&I Project HoldCos are effectively passive entities—they have no employees, and control of their assets and management of their business is undertaken by the MSA Provider pursuant to MSAs.

44. While Grasshopper’s equity in each C&I Project HoldCo is held by Fund I LP or Fund II LP either directly or indirectly through a C&I Project Equity HoldCo, Fund I LP and Fund II LP do not wholly own every C&I Project HoldCo. Certain C&I Project HoldCos are co-owned by the Third-Party Project Co-Owners that are, in turn, owned by the local First Nations communities, municipalities, public sector participants and other communities that made equity contributions, or otherwise partnered with Grasshopper, to develop the given project. As noted above, this co-ownership model is a driving factor in the Agent’s and the Lenders’ decision to not seek the appointment of the Receiver over any property of the C&I HoldCos or Third-Party Project Co-Owners at this time.

45. Each FIT program contract with the IESO or LDC, as applicable, and lease agreement with the applicable C&I landlord are held by the C&I Project HoldCos corresponding to the given project. The flow of funds of the revenue generated by the solar assets under those FIT contracts includes the following key steps:

- (a) first, in accordance with the FIT contract, the IESO or LDC, as applicable, makes a payment to the applicable C&I Project HoldCo into controlled accounts that were established in accordance with the Credit Agreement for that purpose (each, a “**C&I Revenue Account**”);
- (b) second, in accordance with section 8.4(c) of the Credit Agreement, the MSA Provider, on behalf of the C&I Project HoldCo, transfers those funds from the C&I Revenue Account to an account jointly held by the Borrowers (the “**Borrower Revenue Account**”) prior to each quarterly payment date under the Credit Agreement;
- (c) third, the funds held in the Borrower Revenue Account are applied in accordance with the waterfall set out in section 8.15 of the Credit Agreement, which contemplates the Borrowers making payments, on behalf of the C&I Project HoldCos, to the following persons, among others, on account of amounts owing by the C&I Project HoldCos:
 - (i) the tax authorities on account of HST;
 - (ii) the landlord on account of rent and other amounts owing under the given lease agreement;
 - (iii) insurance providers on account of the insurance policies maintained in respect of the given project;
 - (iv) the MSA Provider on account of amounts outstanding for services it rendered under the given MSA;

- (v) to the payment of principal, interest, fees and expenses payable under the Credit Agreement and the other Loan and Security Documents (as defined below); and
- (vi) to the extent there are sufficient funds available to make equity distributions to the Third-Party Project Co-Owners, the Borrowers make payments to the C&I Project HoldCos, which then distribute the funds to the applicable Third-Party Project Co-Owner as a dividend.

C. Residential Unit – microFIT Program

46. Grasshopper's residential unit focuses on smaller-scale projects installed on residential real property under the microFIT program. Unlike its C&I unit, Grasshopper wholly owns all of the assets and contracts associated with each residential project in the Residential LPs (i.e., two of the Debtors that would be put into receivership). Residential I LP sits on the Fund I LP side of Grasshopper's corporate structure and Residential II LP sits on the Fund II LP side.

47. For each residential project, the applicable Residential LP installs solar equipment on the homeowner's rooftop under a lease agreement and the homeowner enters into a microFIT contract directly with the IESO or LDC, as applicable. The flow of funds of the revenue generated by the solar assets under those microFIT contracts includes the following key steps:

- (a) first, the revenue generated by the residential solar assets is based on the respective microFIT contract whereby the IESO or LDC, as applicable, either:
 - (i) makes a payment to the homeowner directly, who then forwards the funds along to the Residential LP and/or the MSA Provider (as bare trustee on

behalf of the Residential LP as beneficial owner); the MSA Provider then collects the cheques from a shared mailbox and deposits them into one or more controlled accounts that were established in accordance with the Credit Agreement for that purpose (the “**Residential Redirected Accounts**”)—the Residential Redirected Accounts are held in the name of:

(i) the MSA Provider for the benefit of the Residential LPs; and (ii) Residential I LP, and, as noted, the Agent and the Lenders seek to include the Residential Redirected Accounts within the scope of the receivership; or

(ii) in cases where the homeowner delivered a direction to the IESO or LDC to pay the funds directly to the MSA Provider and/or the Residential LP, the IESO or LDC makes a payment either: (i) directly to the Residential Redirected Accounts; or (ii) directly to a controlled account (which is segregated for each applicable homeowner) held by the Residential LP that were established in accordance with the Credit Agreement for that purpose (the “**Residential Trust Accounts**”);

(b) second, in respect of the Residential Trust Accounts only, in accordance with Section 8.6(c) of the Credit Agreement, the MSA Provider, on behalf of the Residential LP, transfers those funds from the Residential Trust Accounts to separate accounts held by the Residential LP (the “**Residential Trust Aggregation Accounts**”);

(c) third, in accordance with sections 8.5(c) and 8.7(c) of the Credit Agreement and, where applicable, an irrevocable acknowledgement and direction among the MSA

Provider, Fund I LP and the Residential LP (the “**A&D**”), those funds are transferred from the Residential Redirected Accounts and the Residential Trust Aggregation Accounts (collectively, the “**Residential Revenue Accounts**”) to the Borrower Revenue Account prior to each quarterly payment date under the Credit Agreement;

- (d) fourth, the funds held in the Borrower Revenue Accounts are applied in accordance with the waterfall previously described in Section II. (B.) above.

48. A copy of the A&D is attached as **Exhibit “H”**.

D. Other Bank Accounts

49. Fund I LP and Fund II LP maintain four bank accounts with Scotia (collectively, the “**Scotiabank Accounts**”), including the Borrower Revenue Account.¹ Consolidated disbursements under the waterfall set out in section 8.15 of the Credit Agreement have historically only been made from the Borrower Revenue Account.

50. In addition to the Scotiabank Accounts, Grasshopper’s banking structure includes approximately 279 other bank accounts held at three other Canadian Banks: The Toronto-Dominion Bank (“**TD**”), the Bank of Montreal (“**BMO**”) and the Royal Bank of Canada (“**RBC**”) (collectively the “**Non-Applicant Banks**”).

51. All accounts at the Non-Applicant Banks are held in the names of the Borrowers, the various C&I HoldCos, or the Residential LPs, save for one of the Residential Redirected Accounts, which is held in the name of the MSA Provider for the benefit of the Residential LPs. TD holds an

¹ The other three accounts are the Major Maintenance Reserve Account, the Debt Service Reserve Account and the Distribution Reserve Account (each as defined in the Credit Agreement).

account for a C&I HoldCo. BMO holds Residential Trust Accounts and an account that operates as both a Residential Trust Aggregation Account and a Residential Redirected Account, and historically has held C&I HoldCo accounts. RBC holds a Residential Redirected Account, the Residential Trust Accounts, a Residential Trust Aggregation Account, the C&I HoldCo accounts and various accounts in the names of the Debtors.

52. In addition to the accounts listed above, the Debtors have six additional bank accounts with RBC which include:

- (a) two accounts which aggregate the respective C&I Revenue Accounts into separate accounts for Fund I LP and Fund II LP;
- (b) one petty cash account;
- (c) one lease payment accounts; and
- (d) two accounts which appear to be accounts relating to Fund II LP and Residential II LP.

III. INDEBTEDNESS OWING TO THE AGENT AND LENDERS AND THE AGENT'S SECURITY

53. As at September 1, 2025, the Debtors and the Non-Debtor Obligors are indebted to the Agent and the Lenders on account of the Indebtedness, which consists of amounts: (i) on account of principal and interest under the Term Facility (as defined below) in the amounts of \$136,825,282.34 and \$2,485,215.71, respectively; (ii) on account of amounts outstanding under the L/C Facility (as defined below) in the amount of \$2,547,379.63; (iii) on account of amounts outstanding under the Hedging Facility (as defined below) in the amount of \$6,423,962; and (iv)

on account of other outstanding amounts, including legal and advisor expenses and other costs, charges and fees incurred to such date and which have continued to be incurred thereafter.²

54. This section describes the Indebtedness and the Agent's security interests in four parts. First, it describes the Indebtedness under the Credit Agreement. Second, it describes the Agent's security interests in the property of each of the eight Debtors. Third, it provides a summary of the Agent's security interests in the property of the Non-Debtor Obligors and the Third-Party Project Co-Owners, each of which guaranteed the Indebtedness, along with the MSA Provider. Finally, it provides an overview of Grasshopper's other key creditors and stakeholders, to the knowledge of the Agent and the Lenders.

55. Each of the agreements, documents and registrations described in this section are referred to collectively as the "**Loan and Security Documents**". All security interests granted to the Agent described in this affidavit are held by the Agent on behalf of itself and the other Secured Creditors³ (as defined in the Credit Agreement).

A. The Credit Agreement and the Credit Facilities

56. The Credit Agreement is the principal agreement governing the Indebtedness. The Credit Agreement is a multi-party agreement that was entered into between, among others: (i) the Lenders, as lenders; (ii) the Agent, as administrative agent and collateral agent; (iii) the Borrowers,

² As discussed below, each Third-Party Project Co-Owner has guaranteed the full amount of the Indebtedness pursuant to limited recourse guarantees. However, because the Agent and Lenders have not demanded payment under those limited recourse guarantees, the Indebtedness is not presently due and payable by any Third-Party Project Co-Owner. The Agent and the Lenders reserve their rights to make such demands at a later time.

³ The Secured Creditors are: (i) the Agent; (ii) the Lenders, in their capacities as Lenders and Hedge Banks (both as defined in the Credit Agreement); (iii) Deutsche Bank Securities Inc., in its capacity as technical agent; and (iv) Scotia, Royal Bank of Canada and Bank of Montreal, in their capacities as account banks under the applicable blocked account agreements with various Grasshopper entities. The term "**Secured Creditors**" as used herein refers collectively to those entities.

as borrowers; (iv) the Borrower GPs, as full recourse guarantors; (v) the Residential LPs and Residential GPs, as full recourse guarantors; (vi) the C&I HoldCos, as full recourse guarantors; and (v) the Fund Equity HoldCos, as limited recourse guarantors.

57. A copy of the Credit Agreement is attached as **Exhibit “I”**. Additionally, copies of the two amendments to the Credit Agreement dated June 27, 2024, and June 5, 2025, are attached as **Exhibits “J” and “K”**, respectively.

58. The Credit Agreement established, or required the establishment, of the following three credit facilities in favour of the Borrowers (collectively, the **“Credit Facilities”**):

- (a) **Term Facility.** A non-revolving term loan facility that the lenders (at the time being DB and a previous lender that was subsequently replaced by Scotia) initially made available to the Borrowers under the original version of the Credit Agreement dated March 19, 2018, for purposes of, among other things, financing the construction and acquisition of Grasshopper’s solar projects (the **“Term Facility”**). The maximum principal amount of the Term Facility is \$154,675,463.48, the full amount of which has been advanced to the Borrowers.
- (b) **L/C Facility.** A revolving letter of credit facility that the Lenders made available to the Borrowers for purposes of securing the Borrowers’ obligation to maintain a certain level of funding in the Debt Service Reserve Account (as defined in the Credit Agreement)—the account from which scheduled payments of principal, interest, fees and other amounts are made to the Agent (the **“L/C Facility”**). The Lenders have advanced \$2.5 million under the L/C Facility to date.

- (c) **Hedging Facility.** Interest rate hedging facilities that the Lenders, in their capacities as Hedge Banks (as defined in the Credit Agreement), made available to the Borrowers for purposes of hedging against risks associated with interest rate fluctuations, as required under the Credit Agreement (the “**Hedging Facility**”).

59. A copy of the letter of credit dated June 29, 2023, that Scotia issued on behalf of the Borrowers in connection with the L/C Facility, along with an amendment thereto dated May 1, 2024, are attached as **Exhibits “L”** and **“M”**, respectively.

60. Additionally, the terms of the Hedging Facility are governed by: (i) an ISDA master agreement dated March 19, 2018, by and between Fund I LP and DB, in its capacity as a Hedge Bank (as defined in the Credit Agreement), and the schedule thereto; and (ii) an ISDA master agreement dated June 27, 2023, by and between Fund I LP and Scotia, in its capacity as a Hedge Bank (as defined in the Credit Agreement), and the schedule thereto (collectively, the “**Hedging Agreements**”). Copies of DB’s and Scotia’s Hedging Agreements are attached as **Exhibits “N”** and **“O”**, respectively.

61. Each other Debtor guaranteed the full amount of the Indebtedness under guarantee and indemnity agreements in favour of the Agent (collectively, the “**Debtor Guarantees**”). Under the Debtor Guarantees, the applicable Debtor, among other things, unconditionally and irrevocably guaranteed all present and future liabilities and obligations of each other Debtor and Non-Debtor Obligor owed to the Agent and the other Secured Creditors, save and except for any liabilities or obligations relating to Excluded Swap Obligations or any MicroFit Project (both as defined in the Credit Agreement). Copies of the Debtor Guarantees for Fund I GP, Fund II GP, Residential I LP,

Residential II LP, Residential I GP and Residential II GP are attached as **Exhibits “P” to “U”**, respectively.

B. The Agent’s Security Interests in the Debtors’ Property

(i) GSC Solar Fund I LP

62. As general and continuing security for its obligations to the Secured Creditors, including the Indebtedness, Fund I LP granted various first-priority security interests in its property to the Agent, in its capacity as the collateral agent. This security included, among other things:

- (a) a general security agreement dated March 19, 2018 (the “**Fund I LP GSA**”), in favour of the Agent, under which Fund I LP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
- (b) an assignment of material project agreements dated March 19, 2018 (the “**Fund I LP Assignment of Agreements**”) in favour of the Agent, under which Fund I LP granted a first-ranking security interest in the Material Project Agreements (as defined in the Credit Agreement)—the key agreements required to operate Grasshopper’s solar projects, including, among others: (i) the MSAs; (ii) the contracts between the C&I Project HoldCos and the IESO or LDC, as applicable; and (iii) the leases between the landlords to the projects and the corresponding C&I Project HoldCo—excluding FIT Contracts for MicroFIT Projects (each as defined in the Credit Agreement);
- (c) an omnibus assignment of insurance agreement dated March 19, 2018 (the “**Fund I LP Omnibus Assignment of Insurance**”) in favour of the Agent, under which

Fund I LP and certain C&I HoldCos granted a first-ranking security interest in certain insurance policies related to Grasshopper and its business; and

- (d) a blocked account agreement dated June 29, 2023 (the “**Fund I LP BAA**”), by and between Fund I LP, the Agent and Scotia, under which Fund I LP granted the Agent certain control-related and similar rights in the Borrower Revenue Accounts and certain other blocked accounts and agreed to terms and conditions in connection therewith.

63. Copies of the Fund I LP GSA, the Fund I LP Assignment of Agreements, the Fund I LP Omnibus Assignment of Insurance and the Fund I LP BAA are attached as **Exhibits “V” to “Y”**, respectively.

64. The security interests of the Agent as against Fund I LP under the *Personal Property Security Act*, R.S.O. 1990, c. P.10 (the “**Ontario PPSA**”) were registered in favour of the Agent on or about March 9, 2018. A copy of the Ontario PPSA search results as against Fund I LP that was generated on September 11, 2025 is attached as **Exhibit “Z”**. Those search results indicate that the Agent is the first-priority secured creditor in respect of substantially all of the property of Fund I LP.

65. Additionally, I am advised by Rodney Gaughan at the Agent that the Agent is in possession of the following pledged shares or unit certificates representing equity interests of Fund I LP in the equity of Residential I LP and the applicable C&I HoldCos:

	Issuer	Certificate Number	Shares or Units
1.	2245073 Ontario Inc.	COM-39	1,934,055.712 Common Shares

2.	2246253 Ontario Inc.	COM-39	1,934,055.712 Common Shares
3.	2410089 Ontario Inc.	C-2	100 Common Shares
4.	2416428 Ontario Inc.	C-2	100 Common Shares
5.	2422500 Ontario Inc	C-2	100 Common Shares
6.	CEW L3V Solar III Limited Partnership	A-4	8,275 Class A Units
7.	Chi Biidaaske Inc.	COM-6	49 Common Shares
8.	Grasshopper Solar FIT Projects Inc.	C-007	85,000 Common Shares
9.	GSC Solar Leasing LP	LP-5	99.99% limited partnership interest
10.	Howard Avenue Solar Inc.	C-2	100 Common Shares
11.	LDREC SPN LP	A-5	4,998 Class A Units
12.	LDREC SPN LP	B-5	5,001 Class B Units
13.	McLevin Avenue Solar Inc.	C-2	100 Common Shares
14.	SPN LP 1	3A	8,499 Class A Units
15.	SPN LP 1	5B	1,100,559 Class B Units
16.	SPN LP 3	A 2-3	4,998 Class A2 Units
17.	SPN LP 3	B-5	5,099 Class B Units
18.	SPN LP 4	3A	8,499 Class A Units
19.	SPN LP 4	5B	1,912,068 Class B Units

20.	SPN LP 5	3A	8,499 Class A Units
21.	SPN LP 5	5B	99,796 Class B Units

(ii) GSC Solar Fund I GP Inc.

66. As general and continuing security for its obligations to the Secured Creditors, including the Indebtedness, Fund I GP granted a general security agreement dated March 19, 2018 (the “**Fund I GP GSA**”) in favour of the Agent, under which Fund I GP granted a first-ranking security interest in substantially all of its property, assets and undertaking. A copy of the Fund I GP GSA is attached as **Exhibit “AA”**.

67. The security interests of the Agent as against Fund I GP under the Ontario PPSA were registered in favour of the Agent on or about March 19, 2018. A copy of the Ontario PPSA search results as against Fund I GP that was generated on September 11, 2025, is attached as **Exhibit “BB”**. Those search results indicate that the Agent is the first-priority secured creditor in respect of substantially all of the property of Fund I GP.

68. Additionally, I am advised by Rodney Gaughan at the Agent that the Agent is in possession of the following pledged shares or unit certificates representing the equity interests of Fund I GP in Fund I LP and the applicable C&I HoldCos:

	Issuer	Certificate Number	Shares or Units
1.	GSC Solar Fund I LP	GP-1	1 General Partner Unit
2.	Marina Del Rey Solar Inc.	C-3	100 Common Shares

3.	Solar Power Network 001 Inc.	C-3	1 Common Share
4.	Solar Power Network 003 Inc.	C-3	1 Common Share
5.	Solar Power Network 009 Inc.	C-2	1 Common Share

(iii) GSC Solar Fund II LP

69. As general and continuing security for its obligations to the Secured Creditors, including the Indebtedness, Fund II LP granted various first-priority security interests in its property to the Agent, in its capacity as the collateral agent. This security included, among other things:

- (a) a general security agreement dated May 31, 2018 (the “**Fund II LP GSA**”), in favour of the Agent, under which Fund II LP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
- (b) an assignment of material project agreements dated May 31, 2018 (the “**Fund II LP Assignment of Agreements**”) in favour of the Agent, under which Fund II LP granted a first-ranking security interest in the Material Project Agreements, excluding FIT Contracts for MicroFIT Projects (each as defined in the Credit Agreement);
- (c) an omnibus assignment of insurance agreement dated May 31, 2018 (the “**Fund II LP Omnibus Assignment of Insurance**”) in favour of the Agent, under which Fund II LP and certain C&I HoldCos granted a first-ranking security interest in certain insurance policies related to Grasshopper and its business; and
- (d) an amended and restated blocked account agreement dated May 18, 2018 (the “**Fund II LP BAA**”), by and between Fund II LP, the Agent and Royal Trust

Corporation of Canada, under which Fund II LP granted the Agent certain control-related and similar rights in the Borrower Revenue Accounts and certain other blocked accounts and agreed to terms and conditions in connection therewith.

70. Copies of the Fund II LP GSA, the Fund II LP Assignment of Agreements, the Fund II LP Omnibus Assignment of Insurance and the Fund II LP BAA are attached as **Exhibits “CC”** to **“FF”**, respectively.

71. The security interests of the Agent as against Fund II LP under the Ontario PPSA was registered in favour of the Agent on or about May 1, 2018. A copy of the Ontario PPSA search results as against Fund II LP that was generated on September 11, 2025 is attached as **Exhibit “GG”**. Those search results indicate that the Agent is the first-priority secured creditor in respect of substantially all of the property of Fund II LP.

72. Additionally, I am advised by Rodney Gaughan at the Agent that the Agent is in possession of the following pledged shares or unit certificates representing equity interests of Fund II LP in Residential II LP and the applicable C&I HoldCos.

	Issuer	Certificate Number	Shares or Units
1.	Cleave Energy Holdings Ltd.	A-3	200 Class A Shares
2.	Biidaaske Inc.	COM-5	24 Common Shares
3.	Biidaaske Inc.	COM-6	25 Common Shares
4.	Celeste Solar GP Inc.	C-2	100 Common Shares

5.	Celeste Solar LP	CA-7	2,600 Class A Units
6.	Celeste Solar LP	CB-6	2,500 Class B Units
7.	Celeste Solar LP	CA-6	2,500 Class A Units
8.	Celeste Solar LP	CB-5	2,400 Class B Units
9.	Gengrowth Energy LP	no.19	23,900 Class A Units
10.	Gengrowth Energy LP	no.21	25,100 Class A Units
11.	GSC Solar Leasing II LP	no.2	1 unit
12.	GSC Solar Leasing II LP	no.4	1 unit
13.	GSC SPN 4 Projects LP	no.3	1 unit
14.	Rising Sun Community Power Corp.	C-4	85 Common Shares
15.	GSC FIT 4.2 LP	no.2	1 unit
16.	GSC GreenLife Projects LP	no.1	1 unit

(iv) GSC Solar Fund II GP Inc.

73. As general and continuing security for its obligations to the Secured Creditors, including the Indebtedness, Fund II GP granted a general security agreement dated May 31, 2018 (the “**Fund II GP GSA**”) in favour of the Agent, under which Fund II GP granted a first-ranking security interest in substantially all of its property, assets and undertaking. A copy of the Fund II GP GSA is attached as **Exhibit “HH”**.

74. The security interests as against Fund II GP under the Ontario PPSA were registered in favour of the Agent on or about May 1, 2018. A copy of the Ontario PPSA search results as against Fund II GP that was generated on September 11, 2025 is attached as **Exhibit “II”**. Those search results indicate that the Agent is the first-priority secured creditor in respect of substantially all of the property of Fund II GP.

75. Additionally, I am advised by Rodney Gaughan at the Agent that the Agent is in possession of the following pledged shares or unit certificates representing equity interests of Fund II GP in Fund II LP and the applicable C&I HoldCos:

	Issuer	Certificate Number	Shares or Units
1.	GSC Solar Fund II LP	GP-1	1 General Partner Unit
2.	GSC Gengrowth GP Inc.	COM-2	100 Common Shares
3.	GSC SPN 4 Projects GP Inc.	C-3	100 Common Shares
4.	GSC Southlake Solar GP Inc.	C-3	100 Common Shares
5.	GSC FIT 4.2 GP Inc.	C-2	100 Common Shares
6.	GSC GreenLife Projects GP Inc.	C-1	100 Common Shares

(v) GSC Solar Leasing LP

76. As general and continuing security for its obligations to the Secured Creditors, including the Indebtedness, Residential I LP granted various first-priority security interests in its property to the Agent, in its capacity as the collateral agent. This security included, among other things:

- (a) a general security agreement dated March 19, 2018 (the “**Residential I LP GSA**”), in favour of the Agent, under which Residential I LP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
- (b) a debenture dated March 19, 2018 (the “**Residential I LP Debenture**”) in favour of the Agent, under which Residential I LP, among other things, granted the Agent a security interest, mortgage, charge, demise and sublease, as applicable, in all of the leasehold interests indicated in the schedule thereto (*i.e.*, the leasehold interests corresponding to Residential I LP’s residential solar projects);
- (c) an assignment of material project agreements dated March 19, 2018 (the “**Residential I LP Assignment of Agreements**”) in favour of the Agent, under which Residential I LP granted a first-ranking security interest in the Material Project Agreements (as defined in the Credit Agreement);
- (d) an assignment of insurance agreement dated March 19, 2018 (the “**Residential I LP Assignment of Insurance**”) in favour of the Agent, under which Residential I LP granted a first-ranking security interest in certain insurance policies related to Grasshopper and its business; and
- (e) a blocked account agreement dated March 19, 2018 (the “**Residential I LP BAA**”), by and between Residential I LP, the Agent and Royal Bank of Canada, under which Residential I LP granted the Agent certain control-related and similar rights in the Residential Revenue Accounts relating to Residential I LP.

77. Copies of the Residential I LP GSA, the Residential I LP Debenture, the Residential I LP Assignment of Agreements, the Residential I LP Assignment of Insurance and the Residential I LP BAA are attached as **Exhibits “JJ” to “NN”**, respectively.

78. The security interests as against Residential I LP under the Ontario PPSA were registered in favour of the Agent on or about March 9, 2018. A copy of the Ontario PPSA search results as against Residential I LP that was generated on September 11, 2025 is attached as **Exhibit “OO”**. Those search results indicate that the Agent is the first-priority secured creditor in respect of substantially all of the property of Residential I LP.

(vi) GSC Solar Leasing GP Inc.

79. As general and continuing security for its obligations to the Secured Creditors, including the Indebtedness, Residential I GP granted a general security agreement dated March 19, 2018 (the **“Residential I GP GSA”**) in favour of the Agent, under which Residential I GP granted a first-ranking security interest in substantially all of its property, assets and undertaking. A copy of the Residential I GP GSA is attached as **Exhibit “PP”**.

80. The security interests as against Residential I GP under the Ontario PPSA were registered in favour of the Agent on or about March 9, 2018. A copy of the Ontario PPSA search results as against Residential I GP that was generated on September 11, 2025 is attached as **Exhibit “QQ”**. Those search results indicate that the Agent is the first-priority secured creditor in respect of substantially all of the property of Residential I GP.

81. Additionally, I am advised by Rodney Gaughan at the Agent that the Agent is in possession of the following pledged shares or unit certificates representing equity interests of Residential I GP in Residential I LP:

	Issuer	Certificate Number	Shares or Units
1.	GSC Solar Leasing LP	LP-3R	0.01% interest

(vii) GSC Solar Leasing II LP

82. As general and continuing security for its obligations to the Secured Creditors, including the Indebtedness, Residential II LP granted various first-priority security interests in its property to the Agent, in its capacity as the collateral agent. This security included, among other things:

- (a) a general security agreement dated August 31, 2018 (the “**Residential II LP GSA**”), in favour of the Agent, under which Residential II LP granted a first-ranking security interest in substantially all of its property, assets and undertaking;
- (b) debentures dated August 31 and October 11, 2018 (the “**Residential II LP Debentures**”) in favour of the Agent, under which Residential II LP, among other things, granted the Agent a security interest, mortgage, charge, demise and sublease, as applicable, in all of the leasehold interests indicated in the schedule thereto (*i.e.*, the leasehold interests corresponding to Residential II LP’s residential solar projects);
- (c) an assignment of material project agreements dated August 31, 2018 (the “**Residential II LP Assignment of Agreements**”) in favour of the Agent, under

which Residential II LP granted a first-ranking security interest in the Material Project Agreements (as defined in the Credit Agreement);

- (d) an assignment of insurance agreement dated August 31, 2018 (the “**Residential II LP Assignment of Insurance**”) in favour of the Agent, under which Residential II LP granted a first-ranking security interest in certain insurance policies related to Grasshopper and its business; and
- (e) a blocked account agreement dated August 31, 2018 (the “**Residential II LP BAA**”), by and between Residential II LP, the Agent and Bank of Montreal, under which Residential II LP granted the Agent certain control-related and similar rights in the Residential Revenue Accounts relating to Residential II LP.

83. Copies of the Residential II LP GSA, the Residential II LP Debentures, the Residential II LP Assignment of Agreements, the Residential II LP Assignment of Insurance and the Residential II LP BAA are attached as **Exhibits “RR” to “WW”**, respectively.

84. The security interest as against Residential II LP under the Ontario PPSA was registered in favour of the Agent on or about August 29, 2018. A copy of the Ontario PPSA search results as against Residential II LP that was generated on September 11, 2025 is attached as **Exhibit “XX”**. Those search results indicate that the Agent is the first-priority secured creditor in respect of substantially all of the property of Residential II LP.

(viii) GSC Solar Leasing II GP Inc.

85. As general and continuing security for its obligations to the Secured Creditors, including the Indebtedness, Residential II GP granted a general security agreement dated August 31, 2018

(the “**Residential II GP GSA**”) in favour of the Agent, under which Residential II GP granted a first-ranking security interest in substantially all of its property, assets and undertaking. A copy of the Residential II GP GSA is attached as **Exhibit “YY”**.

86. The security interest as against Residential II GP under the Ontario PPSA was registered in favour of the Agent on or about August 29, 2018. A copy of the Ontario PPSA search results as against Residential II GP that was generated on September 11, 2025 is attached as **Exhibit “ZZ”**. Those search results indicate that the Agent is the first-priority secured creditor in respect of substantially all of the property of Residential II GP.

87. Additionally, I am advised by Rodney Gaughan at the Agent that the Agent is in possession of the following pledged shares or unit certificates representing equity interests of Residential II GP in Residential II LP:

	Issuer	Certificate Number	Shares or Units
1.	GSC Solar Leasing II LP	GP-1	1 General Partner Unit

C. The Agent’s Security Interests in Property of the Non-Debtor Obligors, Third-Party Project Co-Owners and MSA Provider

88. Due to the large number of entities in Grasshopper’s corporate group (53 C&I HoldCos and 2 Fund Equity HoldCos) and the list of Third-Party Project Co-Owners (11 such entities), and the fact that the Agent and the Lenders are not seeking the appointment of the Receiver over any property of those entities at this time, a fulsome description of each Loan and Security Document entered into by each of those entities is omitted from this affidavit and copies of such documentation—which is voluminous—is not appended hereto. The Agent or the Lenders can

provide copies of any of those Loan and Security Documents upon the request of the Court or upon the reasonable request of any other party.

89. The following list provides categorical descriptions of each of the agreements and documents that the Non-Debtor Obligors and/or the Third-Party Project Co-Owners have entered into with and granted in favour of the Agent, thereby establishing security in favour of the Agent and, in the case of the Non-Debtor Obligors, their Indebtedness owing to the Agent and the Lenders. A table indicating which of the Non-Debtor Obligors and Third-Party Project Co-Owners entered into which of the following documents is attached as **Exhibit “AAA”**.

- (a) **Guarantee.** A guarantee and indemnity agreement in favour of the Agent, under which the Non-Debtor Obligor, among other things, unconditionally and irrevocably guaranteed all present and future liabilities and obligations of each Debtor and other Non-Debtor Obligor owed to the Secured Creditors, save and except for any liabilities or obligations relating to Excluded Swap Obligations or any MicroFit Project (both as defined in the Credit Agreement).
- (b) **Limited Recourse Guarantee and Pledge Agreement.** A limited recourse guarantee and pledge agreement, under which the party, among other things: (i) unconditionally and irrevocably guaranteed all present and future liabilities and obligations of the Borrowers owed to the Secured Creditors, provided that the Agent’s recourse on account of such indebtedness is limited to the Collateral (as defined therein)—being the equity interests in the applicable Non-Debtor Obligor held by the party and certain property related to such interests; and (ii) granted the Agent a security interest in said Collateral.

- (c) **General Security Agreement.** A general security agreement in favour of the Agent, under which the Non-Debtor Obligor, among other things, granted a security interest in substantially all of its property, assets and undertaking.
- (d) **Assignment of Material Project Agreements.** An assignment of material project agreements in favour of the Agent, under which the Non-Debtor Obligor, among other things, granted a security interest in the Material Project Agreements, excluding FIT Contracts for MicroFIT Projects (each as defined in the Credit Agreement).
- (e) **Omnibus Assignments of Insurance.** Either the Fund I LP Omnibus Assignment of Insurance or the Fund II LP Omnibus Assignment of Insurance, as applicable, both of which are omnibus agreements entered into by multiple parties. As discussed above, the applicable Debtors and Non-Debtor Obligors granted the Agent a security interest in certain insurance policies related to Grasshopper and its business under these agreements.
- (f) **Debenture.** A debenture in favour of the Agent for the benefit of the Secured Creditors, under which the Non-Debtor Obligor, among other things, granted the Agent a security interest, mortgage, charge, demise and sublease, as applicable, in all of the leasehold interests indicated in the schedule thereto.
- (g) **Blocked Account Agreement.** A blocked accounts agreement in favour of the Agent for the benefit of the Secured Creditors, under which the Non-Debtor Obligor, among other things, granted the Agent certain control-related and similar rights in and to the party's bank accounts relating to its solar project (including the C&I Revenue Accounts).

90. The foregoing agreements and documents are derived from standard templates used in each case (*i.e.*, such that a sample document is illustrative of other documents of the same type). A sample copy of each of the foregoing agreements and documents (save for the Omnibus Assignments of Insurance, which, as noted, are attached as Exhibits “X” and “EE”) are attached as **Exhibits “BBB”** through **“GGG”** in the order that they appear in the list.

91. The security interests as against each Non-Debtor Obligor and Third-Party Project Co-Owner under the Ontario PPSA were registered in favour of the Agent on various dates between March 2018 and February 2020 (save for the Agent’s registration against the MSA Provider, which was made on June 4, 2025). The results of the PPSA searches that were run between September 11 and 12, 2025, indicate that the Agent is the first-in-time secured creditor in respect of the property of each Non-Debtor Obligor and Third-Party Project Co-Owner against which registrations were made, save and except for the following registrations that preceded the Agent’s registration against the indicated entity:

- (a) registration of The Toronto-Dominion Bank – 10202 against the “Accounts” and “Other” collateral of the Grasshopper Solar Corporation (the MSA Provider);
- (b) registrations of Eclipsall Funding Ltd. against the “Inventory”, “Equipment”, “Accounts”, “Other” and “Motor Vehicle” collateral of GSC GP HoldCo Inc. (a Fund Equity HoldCo);
- (c) registrations of Eclipsall Funding Ltd. against the “Accounts” and “Other” collateral of GSC Solar Fund I Inc. (a Fund Equity HoldCo);

- (d) registration of Lacaisse Populaire de Kapuskasing Limited against the “Accounts” collateral of Corporation of the Township of Val Rita-Harty (a Third-Party Project Co-Owner);
- (e) registration of NFN Solar GP Inc. against each category of collateral other than “Consumer Goods” of Nipissing Solar (SPN) LP (a Third-Party Project Co-Owner);
- (f) registration of Eclipsall Funding Ltd. against the “Accounts” and “Other” collateral of Ryde Community Co-Operative Inc.; and
- (g) registrations of: (i) Bank of Montreal against “Inventory”, “Equipment”, “Accounts” and “Other” collateral; (ii) The Toronto-Dominion Bank – 03072 against “Inventory”, “Equipment”, “Accounts” and “Other” collateral; and (iii) Laurentian Bank of Canada against the “Accounts” and “Other” collateral, in each of the foregoing cases of Southlake Regional Health Centre (a Third-Party Project Co-Owner).

Copies of the PPSA search results showing each of these registrations are attached as **Exhibit “HHH”**. Due to their high volume, the balance of the search results against the Non-Debtor Obligors and the Third-Party Project Co-Owners are omitted from this affidavit (but can be made available upon request). In light of these prior-ranking registrations, the charges contemplated by the Agent’s and the Lenders’ proposed receivership order (including the charge corresponding to the Receiver’s Borrowing Facility, as defined below) would only attach to the property of the Debtors and not of the Non-Debtor Entities (save for the Residential Redirected Account held by the MSA Provider) or any Third-Party Project Co-Owners.

92. Additionally, the security interests that were granted under the Debentures were registered in favour of the Agent under the Ontario Land Registry as against the applicable leasehold interests held by each Non-Debtor Obligor that granted a debenture in favour of the Agent.

93. Finally, under the A&D, the MSA Provider granted the Agent a security interest in and to the Residential Redirected Account held by the MSA Provider and certain property related to such account. For clarity, the MSA Provider did not guarantee the Indebtedness and the Lenders therefore have fewer claims and corresponding rights as against the MSA Provider than the Debtors, Non-Debtor Obligors and Third-Party Project Co-Owners. As noted above, a copy of the A&D is attached as Exhibit “H”.

IV. THE DEBTORS’ DEFAULTS, THE AGENT’S DEMANDS FOR PAYMENT AND THE CURRENT CRISIS AT GRASSHOPPER

94. The Debtors and the Non-Debtor Obligors are each in default of their respective obligations under the Loan and Security Documents. Critically, the Credit Facilities matured on June 29, 2025, and the full balance of the Indebtedness remains outstanding and unpaid.

95. This section provides a timeline of the known Events of Default that have occurred under the Credit Agreement and other Loan and Security Documents, along with the Lenders’ unsuccessful efforts to address and resolve the many issues with Grasshopper. The term “**Event of Default**” as used in this affidavit has the meaning given to it in the Credit Agreement.

96. By way of summary, the following list provides an overview of the known Events of Default that have occurred to date in the approximate chronological order in which the Agent and the Lenders discovered them:

- (a) **Equity Disbursement Default (ss. 7.2(j), 8.1(b), 8.15 and 10.3).**⁴ On or around September 27, 2024, and December 24, 2024, Fund I LP made payments to certain Third-Party Project Co-Owners on account of equity distributions while there were amounts due and payable under the L/C Facility. These payments were made in contravention of the Credit Agreement's payment waterfall, which provides that amounts due and payable on account of the L/C Facility must be paid in full before any equity distributions may be made.
- (b) **Operational Covenant Default (ss. 7.1(ii) and 10.1(f)).** On March 21, 2025, the Lenders received a draft of the Independent Engineer's Report (as defined below). In the Lenders' view, based on that report, certain C&I HoldCos failed to: (i) keep and operate their solar projects in good operating conditions consistent with the prudent practices specified in the Credit Agreement; and (ii) make all repairs necessary to keep and operate their solar projects in such good operating conditions.
- (c) **Payment Default (s. 10.1(a)).** On March 31, 2025, the Borrowers failed to make full payment of the principal, interest and other fees that came due on that date. The Borrower's payment on that date resulted in a shortfall of \$913,334.15.
- (d) **Financial Covenant Default (s. 10.1(e)).** On April 24, 2025, the Lenders received a financial reporting certificate from Grasshopper. That certificate indicates that Grasshopper failed to maintain a mandatory debt service coverage ratio (calculated on a consolidated basis in accordance with the Credit Agreement) of at least 1.00:1.00.

⁴ The section references in these sub-headings are to the applicable section(s) of the Credit Agreement corresponding to the Event of Default.

- (e) **Anticipatory Abandonment Default (s. 10.1(m) and (q)).** On or around May 14, 2025, the MSA Provider—the provider of operations and maintenance services for Grasshopper’s entire solar portfolio—informed the Agent and the Lenders that it intended to cease performing its obligations under the MSAs on or before September 30, 2025, thereby indicating that Grasshopper would be left without any operations or maintenance functionality.
- (f) **Maturity Default (ss. 2.5(a), 10.1(a)).** On June 29, 2025, the Term Facility and the L/C Facility matured, and the Hedging Facility was terminated in accordance with the Hedging Agreements and the Credit Agreement. As a result, the full amount of the Indebtedness then outstanding became immediately due and payable (*i.e.*, a total of \$146,638,437.00 as of that date). The Agent subsequently advised that the amount at the time should have been \$148,117,057 due to additional interest and fees. The Borrowers failed to repay the Indebtedness at the maturity (and the full balance of the Indebtedness remains unpaid as of the date of this affidavit).

A. Early September 2024: Lenders Discover Long-Running Problems at Grasshopper

97. The Lenders first discovered that Grasshopper was facing operational and financial issues on September 3, 2024, when Gregory Joseph, a member of the MSA Provider’s corporate finance team, delivered a request by email to the Lenders (the “**MMRA Email**”) to release \$599,425.45 of funds held in the Major Maintenance Reserve Account (as defined in the Credit Agreement)—a restricted account that holds funds on reserve for the rehabilitation, replacement, maintenance and/or repair of Grasshopper’s solar projects. A copy of the MMRA Email, along with a slide deck

that provides a summary of Grasshopper's year-to-date performance through July 2024 (which was attached to the MMRA Email), are attached as **Exhibits "III" and "JJJ"**, respectively.

98. The MMRA Email indicated that Grasshopper's revenue had underperformed projections by \$1,930,441 for the year-to-date through July 2024, and that the majority of that underperformance was caused by faulty equipment on 40 of Grasshopper's C&I projects and approximately 200 of Grasshopper's residential projects. Among other things, those projects suffered from various combinations of mechanical and electrical failures that rendered their sun tracking systems, inverters, transformers and/or solar modules inoperative. The MMRA Email indicated that these issues had compounded since July 2023—approximately 14 months before the Lenders were notified through the MMRA Email.

99. The MMRA Email prompted the Lenders to commence discussions with Grasshopper's management to determine how these issues might be remediated by Grasshopper. On September 11, 2024, the Lenders and Grasshopper's management held a call to discuss the underperformance of Grasshopper's portfolio. On September 16, 2024, following that call, Mr. Joseph sent a further email to the Lenders containing an updated MMRA drawdown request. A copy of that email is attached as **Exhibit "KKK"**.

100. At this stage, the Lenders started to have serious concerns about the risk profile of the Credit Facilities. The Credit Facilities were set to mature on June 29, 2025 (the "**Maturity Date**"), and the Lenders did not have any appetite to refinance or otherwise extend the term of the Credit Facilities following that date. Further, given the generally poor state of the operations and maintenance at Grasshopper's projects, the Lenders were concerned that Grasshopper would be unable to find a source of refinancing to take out the Lenders' existing position prior to maturity.

101. Accordingly, over the weeks following their September 11, 2024, call, the Lenders and Grasshopper's discussions and correspondence focused on the possibility of Grasshopper's equity sponsors supporting the projects through a fresh equity injection, and Grasshopper's efforts to seek refinancing for the Credit Facilities before the upcoming Maturity Date. On October 11, 2024, Grasshopper informed the Lenders that the sponsors were unwilling to provide further equity at that time. A copy of the email chain containing the parties' correspondence, including that October 11 email, is attached as **Exhibit "LLL"**.

102. On December 16, 2024, the Lenders delivered a proposal to Grasshopper's management by email, a copy of which is attached as **Exhibit "MMM"**. That proposal set out the conditions to the Lenders' release of the MMRA funds, including that Grasshopper would consent to the engagement of: (i) a third-party financial advisor to review Grasshopper's financial affairs by January 15, 2025; and (ii) a third-party engineering consultant to review the technical performance of Grasshopper's C&I projects and the costs to remediate the existing issues, with a report to be delivered to the Lenders by January 30, 2025. As discussed below, Grasshopper did not consent to the engagement of the financial advisor until May 27, 2025, and did not engage the independent engineer until around February 18, 2025.

103. The Lenders' proposal also set out the Lenders' expectation that Grasshopper would commence a marketing and sale process for its business, along with the key milestones associated with that process. Grasshopper never implemented such a sale process.

104. The Lenders nonetheless consented to the release of the MMRA funds in an effort to accommodate Grasshopper and to ensure that Grasshopper had funds on hand to begin addressing the various challenges it faced. The Lenders consented to the release of the MMRA funds in two

disbursements: a first disbursement of \$318,000 that the Lenders consented to on February 21, 2025, and a second disbursement of \$379,000 that the Lenders consented to on or around April 23, 2025.

B. Late September-December 2024: Equity Disbursement Default Occurs

105. On September 24, 2024, and December 24, 2024, while the Lenders' and Grasshopper's discussions were ongoing, Fund I LP delivered disbursement certificates to the Agent (together, the "**Disbursement Certificates**"). Under the Disbursement Certificates, Fund I LP requested and made withdrawals from the Borrower Revenue Account for purposes of making equity distributions to certain Third-Party Project Co-Owners. Those withdrawals and corresponding equity distributions consisted of: (i) \$88,646.48 for payment to HIAH Economic Dev LP; (ii) \$10,630.92 for payment to London District Renewable Energy Co.; (iii) \$79,186.00 for payment to NFN Solar LP; and (iv) \$10,630.92 for payment to London District Renewable Energy Co. (collectively, the "**Equity Distributions**").

106. Each Equity Distribution constituted an Event of Default under the Credit Agreement (the "**Equity Distribution Default**"). Specifically, under the Credit Agreement:

- (a) Section 10.1(c) provides that it is an Event of Default under the Credit Agreement for Fund I LP (among others) to default in the observance or performance of any agreement, covenant or condition contained in section 7.2, among others.
- (b) Section 7.2(j) provides that Fund I LP (among others) cannot declare, pay or make, among other things, any equity distributions to any Third-Party Project Co-Owner (among others), unless, among other things, such distribution is permitted by section 8.1 of the Credit Agreement.

- (c) Section 8.1(b) provides that funds may not be withdrawn from the Borrower Reserve Account, among other accounts, except as provided in the Credit Agreement, such as under section 8.15.
- (d) Section 8.15 establishes the payment waterfall through which funds in the Borrower Revenue Account are to be applied. Importantly, the waterfall specifies that any outstanding amounts under the L/C Facility must be paid in full before any equity distributions can be made to Third-Party Project Co-Owners. At the times that the Equity Distributions were made (*i.e.*, in September and December 2024), \$2,500,000 of loans had been drawn under the L/C Facility. The Equity Distributions thus constituted a contravention of each of the foregoing sections of the Credit Agreement and therefore an Event of Default.

C. March 2025: Independent Engineer Report Confirms Operational Issues

107. On or around February 18, 2025, the MSA Provider, at the Lenders' insistence, engaged DNV Canada Ltd. (the "**Independent Engineer**") as independent engineering consultant to review the technical performance of Grasshopper's projects and provide an estimate of the costs to remediate the existing issues. The Lenders first received a draft copy of the Independent Engineer's report on or around March 21, 2025 (the "**Independent Engineer's Report**"). A copy of a later draft of the Independent Engineer's Report is attached as **Exhibit "NNN"**.

108. While the Independent Engineer's Report is a draft (and not a final) report that reflected the Independent Engineer's early, preliminary assessment of Grasshopper's projects, it indicated that, in the Lender's view, there were numerous operations and maintenance deficiencies at Grasshopper's projects (collectively, the "**O&M Deficiencies**"). The O&M Deficiencies included,

among others: (i) delays between the identification and remediation of operational issues; (ii) an asset management process that inadequately detected and responded to technical faults and equipment failures; and (iii) inadequate maintenance at Grasshopper's Celeste project in particular, based on photographs and commentary relating to that site.

109. In the Lenders' view, the O&M Deficiencies resulted in an Event of Default under the Credit Agreement. Specifically, under the Credit Agreement:

- (a) Section 7.1(ii) provides that each Project Subsidiary (defined in the Credit Agreement to capture any Residential LP and C&I HoldCo that owns a solar project) is required to ensure that all projects owned by it are kept and operated in good operating condition consistent with, among other things, Prudent Utility Practices (as defined in the Credit Agreement).
- (b) Section 10.1(f) provides that an Event of Default occurs if any Debtor or Non-Debtor Obligor defaults in the observance or performance of any agreement, covenant or condition contained in the Credit Agreement (among other documents) and such default is not remedied within a period of 30 days of the earlier of the date the Agent gives the Borrowers notice of such default in writing; and (ii) the date a Debtor or Non-Debtor Obligor becomes aware of such default.

110. In the Lenders' view, the O&M Deficiencies constitute a breach of section 7.1(ii) of the Credit Agreement as violating the prudent operational and maintenance standards required thereby. Accordingly, on March 28, 2025, the Agent and the Lenders delivered a notice of Event of Default to the Debtors and the Non-Debtor Obligors that, among other things, notified each of

those parties of: (i) the defaults that, in the Lenders' view, were caused by the O&M Deficiencies; and (ii) the Equity Distribution Default. A copy of that notice is attached as **Exhibit "OOO"**.

111. The O&M Deficiencies were not resolved within 30 days of the Agent's and Lenders' notice. Accordingly, by April 27, 2025, in the Lenders' view, an Event of Default had occurred as a result of the O&M Deficiencies (the "**O&M Default**"). The O&M Default may have actually occurred prior to that date if, per section 10.1(f) of the Credit Agreement, any Debtor or Non-Debtor Obligor became aware of the O&M Deficiencies prior to the Agent's and the Lenders' March 28 notice.

D. March-April 2025: Payment Default and Financial Covenant Default

112. On March 31, 2025, a quarterly payment of principal, interest and certain fees came due under the Credit Agreement in an amount of \$2,536,991.51. The Borrowers only paid an amount of \$1,623,657.36 on that date, resulting in a shortfall of \$913,334.15. Section 10.1(a) of the Credit Agreement provides that an Event of Default occurs if the Borrowers fail to pay all principal, interest, fees and expenses within 3 banking days that any such amounts come due and payable under the Credit Agreement. The Borrowers' failure to make the full March 31 quarterly payment therefore constitutes an Event of Default (the "**Payment Default**").

113. On April 24, 2025, as required under the Credit Agreement, the Borrowers delivered a financial reporting certificate to the Lenders setting out, among other things, the Borrowers' calculation of their debt service coverage ratio (calculated on a consolidated basis in accordance with the Credit Agreement). That certificate indicated that Grasshopper's debt service coverage ratio had fallen to 0.94:1.00.

114. Section 10.1(e) provides that it is an Event of Default for Grasshopper's debt service coverage ratio to fall below 1.00:1.00. Accordingly, Grasshopper's reported ratio of 0.94:1.00 constitutes an Event of Default (the "**Financial Covenant Default**").

115. On May 6, 2025, the Agent and the Lenders delivered a further notice of Event of Default to the Debtors and Non-Debtor Obligors that, among other things, notified those parties of the Payment Default and the Financial Covenant Default. A copy of that notice (without its attachments, which are separately attached to this affidavit at Exhibits "NNN" and "OOO") is attached as **Exhibit "PPP"**.

E. May-June 2025: The MSA Provider Indicates its Intention to Walk Away from Grasshopper; A&M ULC and Spark are Retained

116. By mid-May, the Lenders had serious concerns about the go-forward viability of Grasshopper's business and the Credit Facilities. Approximately eight months had passed since Grasshopper first informed them of its significant operational and maintenance issues and, since that time, minimal progress had been made towards resolving those issues. Events of Default had compounded.

117. Pressingly, the June 29 Maturity Date was fast-approaching and there was little or no prospect of finding a solution to these challenges that facilitated repayment of the Credit Facilities before that date. Grasshopper had not initiated any material refinancing or sale efforts, and considerable work was required to get Grasshopper's portfolio into marketable shape. These issues were exacerbated by the Agent's and the Lenders' minimal level of visibility into Grasshopper's financial and operational affairs.

118. On May 14, 2025, on a call between management of the MSA Provider and the Lenders, the MSA Provider's management informed the Lenders that the principals and key employees of the MSA Provider—the sole provider of operations and maintenance services to Grasshopper's entire solar portfolio under the MSAs—may resign. Initially, there was uncertainty as to when this may occur, though it was clear it may be imminent and on little or no notice.

119. Additionally, on or around May 16, 2025, the Lenders were advised that a key employee of the MSA Provider had already resigned or intended to resign. The Lenders consented to allow funds from the Borrower Revenue Account to be disbursed to that key employee to be brought back under a consulting arrangement.

120. In light of these challenges, on May 27, 2025, the Lenders, through their counsel, Torys LLP, retained A&M ULC as a financial consultant. A&M ULC's mandate focused on analyzing Grasshopper's financial position and conducting an operational review of Grasshopper's portfolio with a view to developing a path forward that might resolve Grasshopper's challenges or otherwise facilitate an orderly realization on Grasshopper's assets and business.

121. Soon after A&M ULC was engaged, the MSA Provider requested that the Lenders immediately fund, from the waterfall set out in section 8.15 of the Credit Agreement discussed above, the amount owing to the MSA Provider from the period from April 1, 2025 to June 30, 2025. The Lenders ultimately allowed those funds to flow.

122. Eventually, through discussions between A&M ULC and the MSA Provider, the principals and key employees in question agreed that they would remain on an interim basis but that the principals intended to resign on or before September 30, 2025 at the latest, thereby making it impossible for the MSA Provider to meet its responsibilities under the MSAs thereafter. The MSAs

are fixed price contracts, and the MSA Provider viewed those economics as no longer viable due to significant increases to the actual costs incurred in connection with the O&M and Asset Administration services. The MSA Provider agreed to continue those services only on an interim basis to permit the Lenders to prepare and implement a transition plan that included applying for the appointment of a receiver.

F. June 26, 2025: The Agent and the Lenders Deliver Demand Letters and Section 244 Notices

123. On June 26, 2025, in light of the then outstanding Events of Default and in anticipation of the upcoming Maturity Date on the Credit Facilities and, facing a prospective scenario in which the MSA Provider's principals resigned and the retention of certain key employees is uncertain (effectively abandoning Grasshopper's projects), the Agent and the Lenders, through their counsel, Torys LLP, delivered demand letters and notices of intention to enforce security under section 244 of the BIA (the "**Demand Letters and 244 Notices**") to each of the Debtors and Non-Debtor Obligors.⁵

124. Copies of the Demand Letters and 244 Notices that were delivered to the Debtors are attached as **Exhibits "QQQ" to "XXX"**, and a sample Demand Letter and 244 Notice that was sent to a Non-Debtor Obligor is attached as **Exhibit "YYY"**. All letters and notices that were delivered to the Non-Debtor Obligors adhered to a standard form but are not attached hereto due to the volume of that documentation, and given that the Agent and the Lenders are not currently seeking to have a receiver appointed over those entities.

⁵ While the Agent and Lenders have not delivered any demand letters or notices of intention to enforce security under section 244 of the BIA to any of the Third-Party Project Co-Owners, they reserve their right to do so at a later time.

125. Each Demand Letter and Section 244 Notice: (i) provided the Debtor or the Non-Debtor Obligor, as applicable, with notice of each of the Events of Default described above; (ii) declared all Indebtedness of the Debtor or Non-Debtor Obligor to be immediately due and payable; (iii) demanded immediate payment in full from the Debtor or Non-Debtor Obligor of the Indebtedness in accordance with the Credit Agreement and the other applicable Loan and Security Documents; and (iv) provided the Debtor or the Non-Debtor Obligor with notice of the Agent's intention to enforce its security under the applicable Loan and Security Documents.

G. June 29, 2025: The Credit Facilities Mature

126. On June 29, 2025, the Maturity Date occurred under the Credit Agreement and the full amount of the Indebtedness then-outstanding on account of the Term Facility and the L/C Facility became immediately due and payable in accordance with the Credit Agreement. Additionally, on June 24, 2025, the Lenders, in their capacities as Hedge Banks (as defined in the Credit Agreement), delivered notices terminating the interest rate swaps established under the Hedging Agreements, thereby causing the full amount of the Indebtedness then-outstanding on account of the Hedging Facility to become due and payable in accordance therewith.

127. The Borrowers did not pay the full amount of the Indebtedness on that date. The only payment made by the Debtors since the Maturity Date was a payment of interest and fees in the amount of \$2,403,774 on July 14, 2025. None of the Debtors or the Non-Debtor Obligors has made any additional payment in respect of the Indebtedness on or since that date, nor do they have the financial means to do so.

128. Section 2.5(a) of the Credit Agreement requires the Borrowers to pay the balance of the principal amount outstanding under the Term Facility, together with all accrued and unpaid interest

and fees thereon, on the Maturity Date. Section 2.10(c) of the Credit Agreement requires the Borrowers to repay all outstanding Indebtedness arising under the L/C Facility by no later than the Maturity Date. Finally, section 6(d) of the Hedging Agreements provides that the Early Termination Amount (as defined therein) is payable on the day that is two business days after the day on which notice of such payable amount is provided by DB and Scotia, as applicable.

129. Section 10.1(a) of the Credit Agreement provides that an Event of Default occurs if the Borrowers fail to pay all principal, interest, fees and expenses within 3 banking days that any such amounts come due and payable under the Credit Agreement. Accordingly, the Borrowers' failure to repay the Indebtedness outstanding within that timeframe following the Maturity Date constitutes an Event of Default (the "**Maturity Default**").

130. On July 2, 2025, the Agent and the Lenders delivered a further notice of Event of Default to the Debtors and the Non-Debtor Obligors that, among other things, notified those parties of the Maturity Default. A copy of that notice (without its attachments, which are separately attached to this affidavit at Exhibits "NNN", "OOO" and "PPP") is attached as **Exhibit "ZZZ"**.

H. July-August 2025: Transition Activities Continue

131. On July 8, 2025, in furtherance of the efforts to transition the O&M activities away from the MSA Provider, the Agent engaged Spark as an operational consultant. Spark's initial mandate focused on reviewing the operations, maintenance and repair needs of Grasshopper's solar projects and preparing a go-forward plan for transitioning the operation of those assets away from the MSA Provider.

132. On August 12, 2025, in furtherance of the efforts to transition the Asset Administration activities away from the MSA Provider, the Agent engaged FAAN as an operational consultant. FAAN's initial mandate focused on structured discovery of Grasshopper's current financial and accounting operations to gain a clear understanding of the entire Asset Administration function and to identify key steps in transitioning the Asset Administration activities under the oversight of FAAN.

133. Additionally, given Grasshopper's thin liquidity and the need to maintain stability while the parties transitioned the business towards receivership, the Lenders funded various amounts on behalf of, or otherwise for the benefit of, Grasshopper. Those amounts included: (i) over \$750,000 on account of ongoing expenses since the second quarter of 2025, including payroll, general and administration expenses, vegetation management at the solar project sites and corrective maintenance; and (ii) \$372,000 to one of the MSA Provider's key personnel (in both cases excluding applicable HST). The foregoing funding was directed to the MSA Provider, as it indicated it was unable to continue operating under the fixed-price economics set out in the MSAs.

134. Given the MSA Provider's intention to cease its operations and maintenance activities under the MSAs, A&M ULC and the Lenders commenced discussion with Grasshopper and the MSA Provider on a memorandum of understanding that would govern the parties' interim relationship and set out a cost-effective transition plan.

135. In furtherance of those transition activities, the Receiver has negotiated and settled forms of the Spark Services Agreements with Spark and the FAAN Services Agreement with FAAN. The Spark Services Agreements and the FAAN Services Agreement will govern the terms by which Spark and FAAN will manage and perform the O&M and Asset Administration services,

respectively, that the MSA Provider has performed to date. There are two Spark Services Agreements—one agreement for Grasshopper’s C&I operations and another agreement for the residential operations. As noted, the Agent and the Lenders are seeking this Court’s authorization for the Receiver to enter into these agreements following its appointment.

136. I understand that copies of the substantially settled forms of the Spark Services Agreements for the C&I and residential operations and the FAAN Services Agreement will be attached to the Pre-Filing Report of A&M, in its capacity as the proposed Receiver, which will be submitted to the Court prior to the hearing for this application.

I. Today: The Full Indebtedness is Due and Payable and the Agent has the Right to Appoint a Receiver

137. Each of the Events of Default described in this section have occurred and are continuing, including, most critically, the Maturity Default. A further Event of Default will occur upon the resignation of the MSA Provider’s principals, and it is critical to preserve the Grasshopper assets and business that a receiver be appointed before that occurs. Failing the appointment of a receiver, there would be significant—and potentially irreparable—harm to the Grasshopper business, to the Secured Creditors and to other stakeholders such as C&I and residential contract counterparties and the Third-Party Project Co-Owners.

138. Under section 10.2 of the Credit Agreement, upon the occurrence of an Event of Default, the Agent may, by written notice to the Borrowers, declare all Advances and Obligations (both as defined therein)—which terms capture all of the Indebtedness related to the Term Facility and the L/C Facility—to be immediately due and payable. Additionally, section 6(d) of the Hedging Agreements provides that the Early Termination Amount (as defined therein) is payable on the

day that is two business days after the day on which notice of such payable amount is provided by DB and Scotia, as applicable.

139. Section 7(a) of each guarantee that was granted to the Agent, including the Debtor Guarantees, provides that the corresponding Debtor or Non-Debtor Obligor's liability to pay to the Agent the amounts guaranteed thereby arises upon the Agent's written demand for same.

140. Additionally, section 3.1 of the limited recourse guarantee and pledge agreements that each Third-Party Project Co-Owner and Fund Equity HoldCo granted to the Agent provides that, upon the occurrence and continuance of an Event of Default, the corresponding Third-Party Project Co-Owner or Fund Equity HoldCo shall, on demand made from the Agent, forthwith pay to the Agent, or perform or cause the performance of, all amounts guaranteed thereby.

141. The Agent and the Lenders delivered the Demand Letters and 244 Notices to each of the Debtors and Non-Debtor Obligors on June 26, 2025. As a result, the Credit Facilities are in default and the full amount of the Indebtedness has come due and payable by each of the Debtors and Non-Debtor Obligors.

142. Importantly, the security provided by the Debtors and the Non-Debtor Obligors under the applicable Loan and Security Documents is now enforceable, and the Agent, on behalf of the Lenders, is entitled to enforce payment and performance of the Indebtedness by exercising its rights and remedies against such security, including by seeking the appointment of a receiver. Each of the applicable security documents is addressed in turn:

- (a) **General Security Agreements.** Section 6.1(a) of each general security agreement that was executed by the Debtors and applicable Non-Debtor Obligors (including

the Fund I LP GSA, the Fund I GP GSA, the Fund II LP GSA, the Fund II GP GSA, Residential I LP GSA, the Residential I GP GSA, the Residential II LP GSA and the Residential II GP GSA) provides that, following the occurrence of an Event of Default and during the continuance thereof: (i) all Obligations (as defined therein), including the Indebtedness, shall become immediately due and payable without notice to the applicable Debtor or Non-Debtor Obligor; (ii) the Agent may proceed to enforce payment and performance of the Obligations and to exercise any or all of its rights and remedies, including, without limitation, the institution of proceedings in any court of competent jurisdiction for the appointment of a receiver over the collateral secured thereby (*i.e.*, substantially all of the applicable Debtor or Non-Debtor Obligor's property, assets and undertaking).

- (b) **Assignments of Material Project Agreements.** Section 3.1(a)(i) of each assignment of material project agreements that was executed by the applicable Debtors and Non-Debtor Obligors (including the Fund I Assignment of Agreements, the Fund II Assignment of Agreements, the Residential I Assignment of Agreements and the Residential II Assignment of Agreements) provides that, following the occurrence of an Event of Default and during the continuance thereof, the Agent may exercise any of its rights and remedies, including, without limitation, the institution of proceedings in any court of competent jurisdiction for the appointment of a receiver over the Material Project Agreements (as defined in the Credit Agreement) secured thereby.
- (c) **Omnibus Assignments of Insurance.** While the Fund I LP Omnibus Assignment of Insurance, the Fund II LP Omnibus Assignment of Insurance, the Residential I

LP Assignment of Insurance and the Residential II LP Assignment of Insurance do not explicitly contemplate receivership, each general security agreement includes within its scope of collateral all insurance policies in which the applicable Debtor or Non-Debtor Obligor has rights. Thus, the Agent's right to seek a receivership extends to insurance policies.

- (d) **Limited Recourse Guarantee and Pledge Agreements.** Section 7.1(a) of each limited recourse guarantee and pledge agreement provides that, following the occurrence of an Event of Default and during the continuance thereof, the Agent may proceed to enforce payment and performance of the Secured Obligations (as defined therein), including the Indebtedness, and to exercise any or all its rights and remedies, including, without limitation, the institution of proceedings for the purpose of, among other things, enforcing rights, powers or remedies with respect to the collateral secured thereby (*i.e.*, the specified equity interests and related property that the Third-Party Project Co-Owner or Fund Equity HoldCo, as applicable, holds in one or more Debtor or C&I HoldCo, as applicable).
- (e) **Debentures.** Section 6 of each debenture (including the Residential I LP Debenture and the Residential II LP Debentures) provides that the security constituted thereby shall become immediately enforceable upon demand being made following the occurrence of an Event of Default. Section 8 of each debenture further provides that whenever the security constituted thereby becomes enforceable, the Agent may realize upon such security and enforce its rights and remedies as specified therein, including, without limitation, by taking proceedings in any court of competent

jurisdiction for the appointment of a receiver over all or any part of the Secured Property (as defined therein).

143. In sum, the Loan and Security Agreements, taken together with the Demand Letters and 244 Notices, provide that the Agent, at the direction of the Lenders, is contractually entitled to the appointment of a receiver over substantially all of the property of the Debtors and the C&I HoldCos, along with the equity in the applicable Debtors held by the Fund Equity HoldCos.⁶

V. REQUEST FOR THE APPOINTMENT OF ALVAREZ & MARSAL TO ACT AS RECEIVER

A. Purpose of Proposed Receivership

144. The Debtors and the Non-Debtor Obligors are in default of over \$148,245,877.68 of Indebtedness under Credit Facilities that matured nearly 12 weeks ago. The Debtors and Non-Debtor Obligors are unable to repay this Indebtedness and, indeed, to even operate or maintain their business. As noted above, the Agent has the contractual right to appoint a receiver over the Debtors (and the Non-Debtor Obligors, if the Agent and the Lenders so choose) under the Credit Agreement and the Loan and Security Documents.

145. As noted, the Lenders have recently funded various expenses of, or relating to, Grasshopper in order to maintain stability during the parties' transition efforts, including over \$1 million to fund ongoing expenses since the second quarter of 2025 and the fees of one of the MSA Provider's key personnel. Additionally, the Lenders consented to the release of \$697,000 of MMRA funds despite the conditions surrounding that release not being met. At this point in time, the Lenders are no

⁶ To the extent that the Agent and the Lenders deliver a Demand Letter and 244 Notice to any Third-Party Project Co-Owner in the future and such Third-Party Project Co-Owner fails to satisfy its Indebtedness in accordance with the Loan and Security Documents, the Agent will become contractually entitled to the appointment of a receiver over such Third-Party Project Co-Owner's equity interests in the applicable C&I HoldCo(s).

longer willing to fund those amounts absent a receivership that protects and preserves Grasshopper's assets and business while it is cleaned up and prepared for an eventual sale process.

146. The immediate appointment of a receiver over the Debtors is urgently required in order to mitigate the existential risks that Grasshopper and the Secured Creditors currently face, including the fact that Grasshopper is unable to operate its business without a functioning operations and maintenance provider. Because the MSA Provider has not guaranteed the Debtors' and Non-Debtor Obligors' indebtedness, the Lenders cannot simply appoint a receiver over the MSA Provider to ensure that it continues to function. In any event, the MSA Provider's principals have made clear that they will resign shortly and all key employees managing the Grasshopper business are situated in the MSA Provider, such that there is little utility in the MSA Provider absent these individuals.

147. The Agent and the Lenders bring this application with two primary objectives: (i) to provide much-needed stability and supervision of Grasshopper's business and to clean up the various technical issues that affect its projects; and (ii) after Grasshopper's business is stabilized and cleaned up, to implement a SISF in respect of the Debtors' equity interests in the Residential LPs and C&I HoldCos to realize on the value of Grasshopper's solar portfolio.

148. The Agent and the Lenders do not believe at this time that a receivership over the Non-Debtor Obligors—which consist of the C&I HoldCos and the Fund Equity HoldCos—is necessary to achieve these objectives. To the contrary, the Agent and the Lenders believe a receivership over the Non-Debtor Obligors could potentially give rise to two issues of particular concern.

- (a) First, at this stage, the Third-Party Project Co-Owners may be negatively and directly impacted by a receivership of the C&I HoldCos, and other stakeholders

(e.g., landlords, regulatory bodies and other contractual counterparties) may be unnecessarily alarmed or affected by receivership proceedings at this level.

- (b) Second, it may be that an eventual sale of Grasshopper's portfolios will be most efficiently implemented as a sale of the Debtors' equity interests in the Residential LPs and C&I HoldCos, rather than the assets of those entities—it may be unnecessary to ever put those entities into receivership.

149. The Agent and the Lenders reserve their rights to seek the appointment of a receiver in respect of all or certain of the Non-Debtor Obligors or shares in the applicable Non-Debtor Obligors held by the Third-Party Project Co-Owners at a later date if it becomes apparent that such appointment is necessary or appropriate to preserve Grasshopper's business operations or to structure or implement a transaction identified as part of a future SISF.

150. The concerns noted above in respect of the Non-Debtor Obligors do not apply to the Residential LPs and Residential GPs, hence why those entities are Debtors and not Non-Debtor Obligors. Specifically: (i) the Residential LPs are not co-owned by any third parties; (ii) 0.01% of the equity in the Residential LPs is owned by the corresponding Residential GPs, which leaves a portion of equity that the Receiver would be unable to effectively sell if its mandate does not encompass those Residential GPs (the remaining 99.99% of the equity is owned by the corresponding Borrowers); and (iii) a receivership over the four Residential LPs and Residential GPs is manageable, in contrast to a receivership over the 49 C&I HoldCos.

151. I am advised by Torys LLP, counsel to the Agent and the Lenders, that the terms of the appointment order sought by the Agent and the Lenders are substantially consistent with the Commercial List model order, save for relief specifically tailored to provide stability during this

receivership in respect of the Non-Debtor Entities, over which a receiver is not currently sought.

That bespoke relief includes the following:

- (a) **Stay of Proceedings.** The Agent and the Lenders seek to extend the stay of proceedings and the continuation of services provisions granted in connection with the receivership to the Non-Debtor Entities. The purpose of this relief is to maintain the integrity of the Non-Debtor Entities' contracts with third parties, including the IESO, the LDCs, the Third-Party Project Co-Owners, insurance providers and landlords, and to safeguard other assets (*e.g.*, bank accounts and funds therein).
- (b) **Maintenance of Contracts.** The Agent and the Lenders seek an order directing each of the Non-Debtor Entities to continue to comply with their obligations under each of their contracts with, or relating to, Grasshopper, including the Loan and Security Documents, FIT and microFIT contracts and insurance contracts. The purpose of this relief is to ensure that the Non-Debtor Entities' various contracts governing Grasshopper's business and projects remain in place and that the funds continue to flow through the C&I Revenue Accounts and Residential Revenue Accounts up to the Borrower Revenue Accounts without disruption. Without this relief, the Agent and the Lenders would need to put each of those Non-Debtor Obligor into receivership and potentially seek other relief in respect of the MSA Provider, which, as noted, would not be an ideal or desirable outcome at this time.
- (c) **Operational Payments.** As described above, rent, insurance and other operating expenses are not paid by the C&I HoldCos directly to counterparties. Rather, the Borrowers, on behalf of the applicable C&I HoldCos, pay those amounts to the recipients out of the funds that have flowed up to the Borrower Revenue Account.

Accordingly, in order to ensure that services provided by these counterparties continue during the receivership, the Agent and the Lenders seek authority for the Receiver to make those payments on behalf of the Non-Debtor Entities in the ordinary course of Grasshopper's business during the receivership proceeding. The proposed appointment order also authorizes the Receiver (with the consent of the Agent and the Lenders above prescribed payment thresholds) to pay pre-filing obligations to contractual counterparties of the Debtors and the Non-Debtor Entities where such payments are deemed by the Receiver to be critical to the operation of the Grasshopper business or for any matter concerning safe care and operation of the Grasshopper business and property. The proposed stay of proceedings described in subparagraph (b) above is critical to ensuring that the Receiver will have sufficient funds to make these operational payments.

Given the potential disruption to cash collections and operational payments that would be associated with an immediate replacement of Grasshopper's cash management system and related bank accounts, the proposed appointment order authorizes the Receiver to continue to utilize Grasshopper's current cash management system, or to modify or replace it in such manner as the Receiver determines, in consultation with the Agent and the Lenders.

- (d) **Engagement of Spark and FAAN.** It is critical to the ordinary course operation of the Grasshopper business and the ultimate value that can be achieved in a SISF that there be no disruption in the provision of O&M and Asset Administration services. As described above, the Receiver, in consultation with the Lenders, has negotiated the Spark Services Agreement for Spark's provision of O&M services and the

FAAN Services Agreement for FAAN's provision of Asset Administration services during the receivership proceeding. The proposed appointment order authorizes the Receiver to execute the agreements with Spark and FAAN and to perform its obligations thereunder. Given the importance of obtaining O&M and Asset Administration services without disruption, the Receiver intends, subject to this Court granting the appointment order, to execute those agreements promptly following its appointment.

152. Additionally, as noted above, one of the Residential Redirected Accounts through which certain revenue from Grasshopper's residential projects flows up to the Borrower Revenue Accounts is held by the MSA Provider as bare trustee on behalf of the Residential LPs in accordance with the A&D. In order to avoid disruption to those cash flows, the Agent and the Lenders seek for the Receiver's appointment to encompass that Residential Redirected Account. As noted, the MSA Provider granted the Agent security interests in the Residential Redirected Account held at RBC under the A&D.

153. Finally, I note that the Agent's role with respect to the Credit Agreement and the Loan and Security Documents has been, since the execution of the documents, that of a true agent of the Lenders. The Agent exercises no discretion, acting only on written instructions from the Lenders, and it administers the credit facility and holds the collateral security for the Lenders' benefit. The Agent is not a Lender – the Agent's affiliate, DB, is a Lender; however DB is under separate management and direction from the Agent, and the Agent and DB have different legal counsel. The Agent has not been a direct party to the correspondence and discussions with the Debtors that are discussed in this Affidavit. However, the Agent has been irrevocably directed by the Lenders to bring the within application (together with the Lenders), and I am advised by Rodney Gaughan

at the Agent that: (a) representatives of the Agent have reviewed a draft of this Affidavit and have not noted any inaccuracies to the best of their knowledge; and (b) the Agent has agreed to be an Applicant in these proceedings on the basis of the Lenders' unanimous written instructions. The Agent is independently represented by Blakes, Cassels & Graydon LLP; the Lenders are represented by Torys LLP.

B. Appointment of A&M

154. As discussed above, the Lenders, through their counsel, retained A&M ULC as financial advisor on May 27, 2025. Since that time, A&M ULC has had numerous discussions with the Agent, the Lenders and the MSA Provider, and, to the extent possible, has generally familiarized itself with Grasshopper's assets, business and corporate structure, along with the events described in the previous section, the transition planning and the risks facing Grasshopper's business. It has also engaged in extensive discussions and planning with the Agent, the Lenders and their counsel, Torys LLP, relating specifically to this proposed receivership.

155. As a result of those discussions and its proximity to A&M ULC, A&M has acquired extensive knowledge of the matters discussed herein. I believe that it would require a considerable amount of time, effort and cost for a new firm to acquire the same level of knowledge of Grasshopper and the current situation that A&M has acquired to date.

156. I am advised by Stephen Ferguson, a Senior Vice-President of A&M, that A&M is a registered member of the Canadian Association of Insolvency and Restructuring Professionals and is a Licensed Insolvency Trustee as defined in the BIA, with extensive experience in Canadian insolvency proceedings, including receiverships and proceedings involving insolvent energy

producers. A&M has provided a written consent to act as the Receiver in these proceedings. None of A&M, A&M ULC nor their affiliates has served as Grasshopper's auditor.

157. Given the foregoing—including the lack of time that would be required for a new firm to get up to speed before the risks described above are likely to materialize—I believe that A&M is the appropriate firm to act as the Receiver.

C. Receiver's Borrowing Facility

158. I am advised by Mr. Ferguson that, based on the best information available to A&M at this time, A&M currently anticipates that the proposed receivership will be self-funded in the near term through the revenues generated in the ordinary course of Grasshopper's business. Accordingly, the Lenders do not currently anticipate that the Receiver will require immediate funding through a receiver's borrowing facility and have therefore not committed to advancing any funds to the Receiver at this time.

159. However, the Agent and the Lenders are mindful of the possibility that the Receiver will require an additional source of funding during its mandate. The Agent and the Lenders are therefore seeking the Court's approval of a receiver's borrowing facility and a corresponding receiver's borrowing charge in accordance with the standard language in the Commercial List model order (together, the "**Receiver's Borrowing Facility and Charge**"). For clarity, the Receiver's Borrowing Facility and Charge would only attach to the property of the Debtors and not of the Non-Debtor Entities (save for the Residential Redirected Account held by the MSA Provider) or any Third-Party Project Co-Owners. The Agent and the Lenders believe that this relief is appropriate at this time in order to avoid the need to return to the Court if a funding need arises (particularly if such funding is required on an emergency basis).

VI. CONCLUSION

160. The Credit Agreement has matured and it, along with the other Loan and Security Documents, are in default. The Debtors and Non-Debtor Obligors have no viable way to repay the over \$148,245,877.68 of Indebtedness that they owe to the Agent and the Lenders. Indeed, Grasshopper has no viable way to even operate its business in the MSA Provider's absence.

161. In order to protect the Agent's secured position (which it holds on behalf of the Lenders and other Secured Creditors) and the integrity of Grasshopper's assets and business, the Agent and the Lenders require the appointment of the Receiver over the Debtors and the other relief set out above in respect of the Non-Debtor Entities.

AFFIRMED REMOTELY by Thomas Rorick at the City of New York, in the State of New York, in the Country of the United States of America, before me on September 21, 2025 in accordance with O.Reg. 431/20, Administering Oath or Declaration Remotely.

}



Commissioner for Taking Affidavits
(or as may be)

MIKE NOEL
(LSO#: 80130F)

Thomas Rorick

Thomas Rorick

This is Exhibit “A” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September 21, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL

List of Grasshopper Entities

Debtors

Borrowers

- GSC Solar Fund I LP
- GSC Solar Fund II LP

Borrower GPs

- GSC Solar Fund I GP Inc.
- GSC Solar Fund II GP Inc.

Residential LPs

- GSC Solar Leasing LP
- GSC Solar Leasing II LP

Residential GPs

- GSC Solar Leasing GP Inc.
- GSC Solar Leasing II GP Inc.

Non-Debtor Obligors

Fund Equity HoldCos

- GSC Solar Fund I Inc.
- GSC GP Holdco Inc.

C&I Project HoldCos

- 2245073 Ontario Inc.
- 2246253 Ontario Inc.
- 2377512 Ontario Inc.
- 2410581 Ontario Limited
- 2421907 Ontario Limited
- 2428760 Ontario Inc.
- Biidaaske Inc.
- Celeste Solar LP
- CEW L3V Solar III Limited Partnership
- Chi Biidaaske Inc.
- Cleave Energy Holdings Ltd.
- Gengrowth Energy LP
- Grasshopper Solar FIT Projects Inc.

- GSC Southlake Solar LP
- GSC SPN 4 Projects LP
- Howard Avenue Solar Inc.
- ICM Realty Group Solar 2013 Inc.
- LDREC SPN LP
- SPN LP 1
- SPN LP 3
- SPN LP 4
- SPN LP 5
- SPN LP 10
- SPN LP 14
- SPN LP 15
- Rising Sun Community Power Corp.
- HSSW Limited Partnership
- HSSW Property LP
- GSC FIT 4.2 LP
- GSC FIT 4.2 GP Inc.
- GreenLife Solar Projects Inc.
- GSC GreenLife Projects LP
- GSC GreenLife Projects GP Inc.

C&I Equity HoldCos

- 2410089 Ontario Inc.
- 2416428 Ontario Inc.
- 2422500 Ontario Inc.
- Celeste Solar GP Inc.
- GSC Gengrowth GP Inc.
- GSC Solar Leasing II GP Inc.
- GSC Solar Leasing GP Inc.
- GSC Southlake Solar GP Inc.
- GSC SPN 4 Projects GP Inc.
- Marina Del Rey Solar Inc.
- McLevin Avenue Solar Inc.
- Solar Power Network 001 Inc.

- Solar Power Network 003 Inc.
- Solar Power Network 006 Inc.
- Solar Power Network 007 Inc.
- Solar Power Network 009 Inc.
- FIT Solar GP 1 Inc.
- HSSW Property GP Inc.

Non-Debtor Service Providers

MSA Provider

- Grasshopper Solar Corporation
- Grasshopper Solar Asset Management Inc.

TwentyFifty Entities

- TwentyFifty Inc.
- TwentyFifty Asset Management Inc.

Third-Party Project Co-Owners

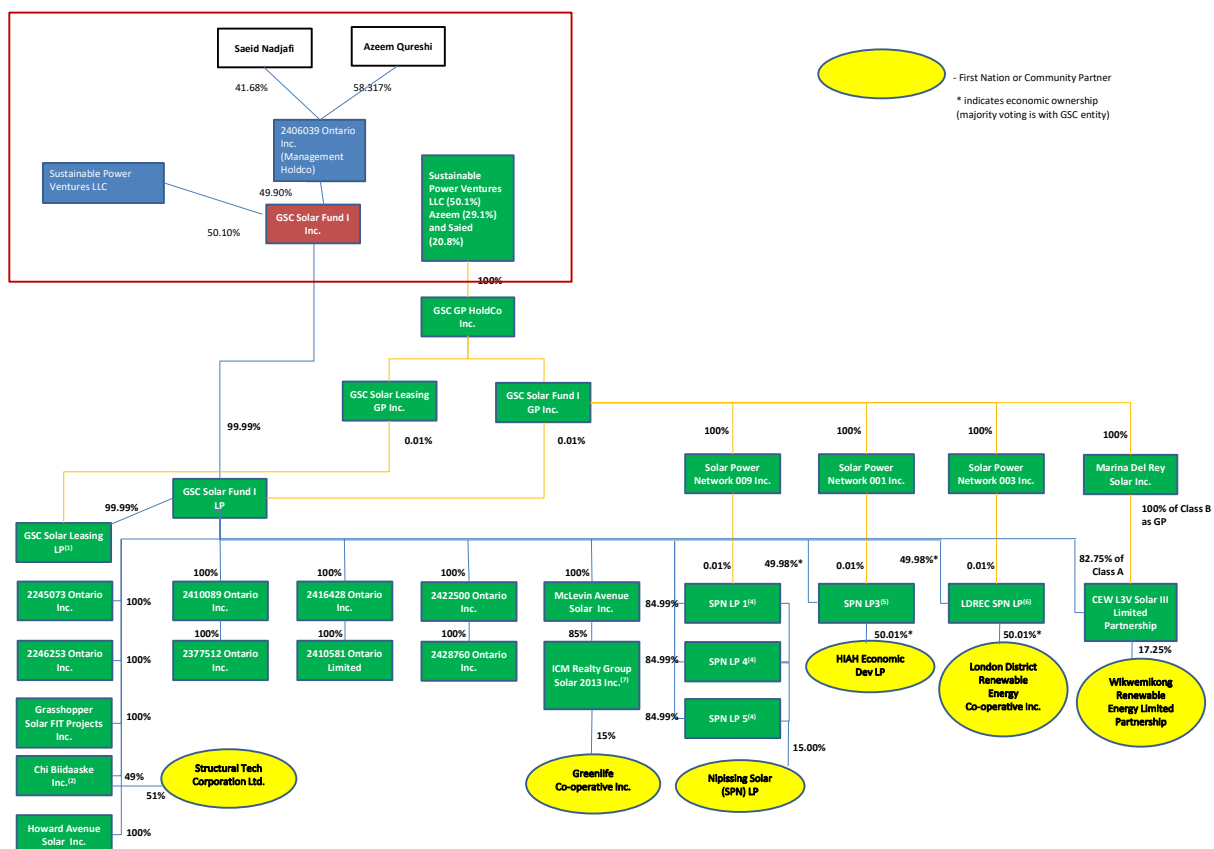
- London District Renewable Energy Co-operative Inc.
- Greenlife Co-operative Inc.
- Sunvie Renewable Energy Co-operative Inc.
- Ryde Community Co-operative Inc.
- Corporation of the Township of Val Rita-Harty
- Southlake Regional Health Centre
- Wikwemikong Renewable Energy Limited Partnership
- Structural Tech Corporation Ltd.
- HIAH Economic Dev LP
- Nipissing Solar (SPN) LP
- Chippewas of the Thames Development Corporation

This is Exhibit “B” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September 21, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL

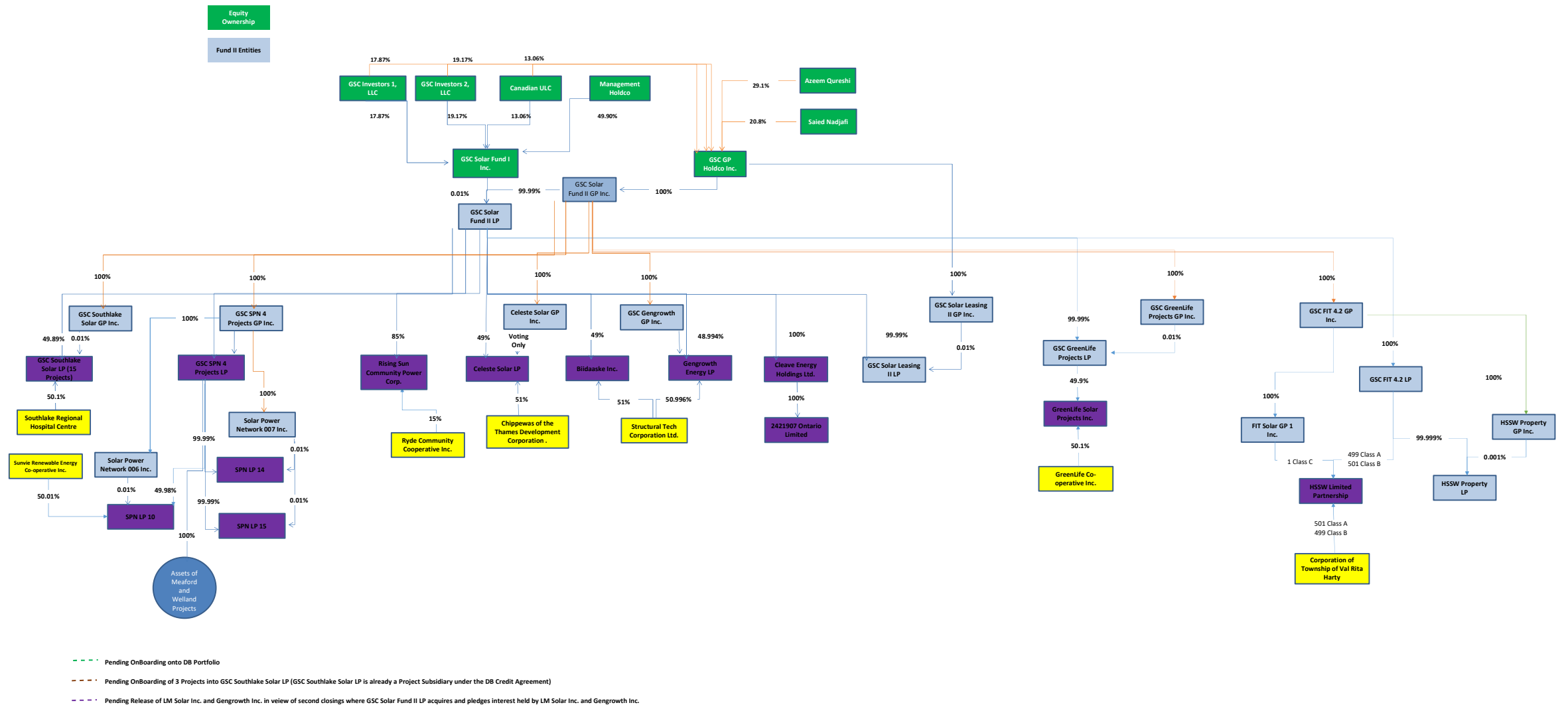


- (1) All of Grasshopper's fully constructed and operating residential systems are held in this LP. At the moment the total portfolio size is 2,120 systems of 18.6MW. Please note that completed and operational systems are sold into the LP on a monthly basis and another ~75 will be added to the LP in each of July and August for approximately an additional 1.3MW in total.
- (2) The 51% Aboriginal partner is Structural Tech Corp., which is owned by Chippewa Industrial Developments Ltd. ("CIDL"). CIDL is owned by Chief Christopher Plain in trust and on behalf of Aamjiwnaang First Nation.
- (3) The LP is co-owned by Grasshopper and Wilkewikong First Nation.
- (4) LP1, LP4 and LP5 are co-owned by Grasshopper and Nipissing First Nation and have an identical structure. NFN's investment has been converted into a subordinated loan.
- (5) The LP is co-owned by Grasshopper and M'Chigeeng First Nation (MFN's interest in the LP is owned via a vis HIAH ECONOMIC DEV LP and its general partner HIAH Corp.). MFN's investment is treated as equity and requires a preferred payment to Grasshopper although subordinated to payments to Manulife.
- (6) The LP is co-owned by Grasshopper and London District Renewable Energy Co-operative (LDREC) and is a community participation project.
- (7) The entity is co-owned by Grasshopper (85% and Greenlife Co-operative Inc. 15%) and is a community participation project.
- (8) The entity will be owned by one of the shareholder groups Sustainable Power Ventures LLC or management holdco.

Portfolio Breakdown

Entity	# of Sites	Type	MW
GSC Solar Leasing LP	2,106	roof	18.2
2245073 Ontario Inc.	2	ground	1.5
2246253 Ontario Inc.	1	ground	0.9
Grasshopper Solar FIT Projects	1	roof	0.6
Chi Biidaaske Inc.	5	roof	1.7
Howard Avenue Solar Inc.	1	roof	0.3
2377512 Ontario Inc.	1	roof	0.3
2410581 Ontario Ltd.	1	roof	0.5
2428760 Ontario Inc.	1	roof	0.2
ICM Realty Group Solar 2013	2	roof	0.9
CEW L3V Solar III LP	1	roof	0.3
SPN LP1	8	roof	1.9
SPN LP4	8	roof	3.3
SPN LP5	1	roof	0.2
SPN LP3	17	roof	5.0
LDREC SPN LP	9	roof	2.8
Total	2,165		38.6
Commercial	59		20.4
Residential	2,106		18.2

Pending Phase 3 Reorganization. See Fund II LP Chart



This is Exhibit “C” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September ____21____, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read 'MIKE NOEL', with a stylized, overlapping loop structure.

Commissioner for Taking Affidavits (or as may be)

MIKE NOEL



Grasshopper Solar Corporation

Amended and Restated

Management Services Agreement

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

This Amended and Restated Management Services Agreement ("**Agreement**") is entered into by and among GSC Solar Fund I LP, a limited partnership existing under the laws of the Province of Ontario (the "**Owner**"), 2245073 Ontario Inc., 2246253 Ontario Inc., Grasshopper Solar FIT Projects Inc., Chi Biidaaske Inc., Howard Avenue Solar Inc., 2377512 Ontario Inc., 2410581 Ontario Limited, 2428760 Ontario Inc., ICM Realty Group Solar 2013 Inc., SPN LP 1, SPN LP 3, SPN LP 4, SPN LP 5, LDREC SPN LP, CEW L3V Solar III Limited Partnership, and Grasshopper Solar Corporation, a corporation incorporated under the laws of the Province of Ontario (the "**Operator**"), as of March 19, 2018 (the "**Effective Date**").

RECITALS

WHEREAS, GSC Solar Fund I Inc. and the Operator entered into a Management Services Agreement dated January 1, 2016;

WHEREAS, through a series of joinder agreements, 2245073 Ontario Inc., 2246253 Ontario Inc., Grasshopper Solar FIT Projects Inc., Chi Biidaaske Inc., Howard Avenue Solar Inc., 2377512 Ontario Inc., 2410581 Ontario Limited, 2428760 Ontario Inc., ICM Realty Group Solar 2013 Inc., SPN LP 1, SPN LP 3, SPN LP 4, SPN LP 5, LDREC SPN LP and CEW L3V Solar III Limited Partnership became party to the Management Services Agreement;

WHEREAS, GSC Solar Fund I Inc. has transferred its ownership of the other parties hereto other than the Operator to GSC Solar Fund I LP, which has agreed to become a party to this Agreement as the Owner;

WHEREAS, Owner desires to continue to engage Operator to provide the Management Services pursuant to the terms and conditions of this Agreement; and

WHEREAS, Operator provides operation, maintenance and management services for generation facilities and desires to provide for the Managed Entities, the Management Services (as defined below) pursuant to the terms and conditions of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 AGREEMENT

Section 1.1 - *Agreement*. This Agreement consists of the terms and conditions set forth in the sections captioned by numbered article designations (“**Articles**”) and the following appendices, which are incorporated and made part this Agreement by this reference and are included in any reference to this Agreement.

Appendix A – Management Services

Appendix B – Labour Rates

Appendix C - Projects

If the terms and conditions of the Articles of this Agreement vary or are inconsistent with any portion of the Appendices, the terms of the Articles of this Agreement shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Articles. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. Neither Party will be bound by or be deemed to have made any representations, warranties, commitments, or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.

Section 1.2 - *Effective Date and Term*. The initial term of this Agreement shall commence on the Effective Date and continue until the seventh (7th) anniversary of the Effective Date (the “**Initial Term**”), and shall automatically renew and continue for an additional one (1) year term (each such one year term occurring after the Initial Term, a “**Renewal Term**” and, collectively, the total time period of each Renewal Term and the Initial Term, the “**Term**”), unless either Party, no later than one hundred and ninety (190) days prior to expiration of the Initial Term or a Renewal Term, as applicable, provides written notice to the other Party that the Agreement shall terminate upon the expiration of the Initial Term or Renewal Term, as applicable, or unless earlier terminated pursuant to Section 7 hereof.

Section 1.3 - *Relationship of the Parties*. Operator has been retained by Owner as an independent contractor to operate, maintain and manage the Projects on behalf of Owner, in accordance with Prudent Industry Practices and the requirements of the Material Contracts. Owner has delegated to Operator overall responsibility for operating, maintaining and managing the Project to ensure solar PV systems are functional, operational and produce solar electric energy and meet all requirements under the Material Contracts. Neither Operator nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Operator is the agent of Owner to the limited extent that this Agreement expressly grants Operator the authority to act on behalf of Owner.

Section 1.4 - *Representatives*. Owner and Operator shall each designate a representative (“**Designated Representative**”) to act on its behalf in overseeing the performance of this Agreement. Owner and Operator may change their respective

Designated Representatives upon written notice to the other Party given as provided in this Agreement. Designated Representatives shall be the primary means for communication and all other interactions between Owner and Operator that are required under this Agreement. Designated Representatives shall have the power and authority to bind their respective principals under the terms of this Agreement, with any required internal corporate approvals with respect to such authority being the responsibility of each representative to obtain from his or her principal.

ARTICLE 2 DEFINITIONS

Section 2.1 - *Definitions*. Unless otherwise required by the context in which a defined term appears, the following terms shall have the meanings specified in this Article 2. Terms that are defined in other Articles shall have the meanings given to them in those Articles.

“Additional Services” means services not specifically listed as Management Services in Section 3.1 or services listed as Management Services in Appendix A that are requested by Owner to be performed more frequently than as set forth therein.

“Affiliate” means, with respect to a Person, any direct or indirect parent company of such Person, and any present or future company that controls, is controlled by, or is under common control with such person. Notwithstanding the foregoing, the Operator shall not be considered to be an Affiliate of any Managed Entity for purposes of this Agreement.

“Applicable Law” means any constitution, statute, writ, law, rule, regulation, ordinance, judgment, order, decree, governmental approval or Permit, or any published directive or requirement that has the force of law, or other governmental restriction that has the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, applicable to and/or binding on a Project, a Managed Entity or a Managed Entity’s shareholder or unitholder, as the context may require, and in each case as amended, modified and/or supplemented.

“ASPE” means Accounting Standards for Private Enterprises as published by the Accounting Standards Board for use in Canada.

"Bankruptcy" means a situation in which (i) a Party’s actions under applicable debtor relief laws demonstrate an inability to pay its debts as they mature or a need for protection from its creditors; (ii) a court of competent jurisdiction approves a petition filed against a Party, which petition sought relief for the Party’s creditors, and the action of the court remains in effect for an aggregated period of 60 days (whether or not consecutive); (iii) a Party admits in writing its inability to pay its debts as they mature; (iv) a Party gives notice to any person or entity of its current (or pending) insolvency or suspension of operations; or (v) a Party makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of its creditors.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close in Ontario.

"Commencement Date" means, with respect to a Project, the commencement date set forth on Appendix C for such Project.

"Contract Year" means: (i) for the first Contract Year, that period from the date of this Agreement to and including December 31 of such year; and (ii) for each Contract Year thereafter, the calendar year.

"Cost Plus" has the meaning set forth in Section 5.6 hereof.

"Dollar" and "\$" means the lawful dollar of Canada.

"Effective Date" shall have the meaning set forth in the preamble to this Agreement.

"Force Majeure Event" means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, and which could not have been avoided by due diligence and / or use of reasonable efforts, which prevents the performance by such affected Party of its obligations hereunder; provided, that a "Force Majeure Event" shall not be deemed to have occurred or to be continuing unless the party claiming Force Majeure complies with the requirements of Section 14.3 (*Force Majeure*). Subject to the foregoing, "Force Majeure Event" shall include, as to either Party, explosion and fire (in either case to the extent not attributable to the negligence of the affected Party), flood, earthquake, storm or other natural calamity or act of God, strike or other labour dispute, war, insurrection or riot, actions or failures to act by a Governmental Authority or officials, failure to obtain governmental permits or approvals (despite timely application thereof and due diligence) and changes in laws, rules, regulations, orders or ordinances affecting operation of the Projects, which events were not pending on the date of this Agreement.

"Governmental Authority" shall mean any foreign, federal, state, local or other governmental, regulatory, or administrative agency, court, commission, department, board or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority.

"Hazardous Materials" means any chemicals, materials, substances, or items in any form, whether solid, liquid, vapor, gaseous, semisolid, or any combination thereof, which are listed or regulated as hazardous, toxic or dangerous, or for which liability or standards of care are imposed, under any environmental law, and any substances included in the definition of "hazardous debris," "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," "pollutants," "contaminants" or words of similar import, under any environmental laws.

“IESO” means the Independent Electricity System Operator including contracts with its predecessor Ontario Power Authority (collectively the “IESO”).

“Initial Term” has the meaning set forth in Section 1.2.

"Lender(s)" means

(i) any person that has made loans to Owner or Owner's Affiliates, its successors or permitted assigns for the financing or refinancing of the Projects (or any part thereof) or which loans are secured by the Projects (or any part thereof), or that has otherwise made loans to the financing of the Projects (or any part thereof),

(ii) the holder(s) of indebtedness evidencing any such loans or any person or entity lawfully acting on behalf of such holders, or

(iii) any person or entity that purchases the Projects (or any part thereof) in connection with a sale-leaseback or other lease arrangement in which Owner is the lessee of the Projects pursuant to a net lease.

“Local Distribution Company (LDC)” means the owner or operator of a Distribution System who is licensed by the OEB-Ontario Energy Board as an electricity distributor.

“Managed Entity” means each Project Company and its direct and indirect parents, if such Persons are owned (directly or indirectly) by the Owner.

“Management Services” shall have the meaning set out in Section 3.1 and for greater certainty includes the O&M Services set forth in subsection 3.1(q).

"Management Services Fee" means an annual operating fee paid to Operator as set forth in Section 5.2.

“Material Contracts” means operations and maintenance agreements, microFIT and FIT contracts, lease agreements, project finance agreements, connection agreements, and any other material agreement executed by Owner for the development, construction, operation, interconnection, maintenance, and repair of, and procurement of equipment for, the Projects (and any other agreement related or ancillary thereto, including without limitation, third-party, contractor or vendor guarantees and warranty agreements), as each may be amended, supplemented or modified from time to time.

"Operating Manuals" means the operating data, design drawings, specifications, vendors' manuals, warranty requirements, procedures (including those for maintenance of the Project and environmental and safety compliance), and similar materials with respect to the Project.

“Operator” shall have the meaning set forth in the preamble to this Agreement.

“Party” or “Parties” shall mean the Operator and the Owner, individually or collectively, as appropriate.

“Permits” shall mean all permits, licenses, approvals and authorizations necessary for the construction, installation, ownership, operation and maintenance of the Projects and the sale of electric power produced by the Projects.

“Person” shall mean any natural person, partnership, limited partnership, limited liability partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), limited liability corporation, unlimited liability company, joint stock company, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or Governmental Authority, agency or entity however designated or constituted and pronouns have a similarly extended meaning.

“Premises” means collectively, the real property upon which a Project is located, at the address set forth in Appendix C to this Agreement.

"Project" means constructed, connected to the grid and fully operational solar power system on properties qualified to participate under the IESO microFIT and FIT program with solar PV array system generating solar electricity for sale to the Local Distribution Company “LDC” in the province of Ontario owned and/or leased directly or indirectly by the Owner as listed from time to time in Appendix C.

“Project Company” means a special purpose entity owning a Project.

"Prudent Industry Practices" means practices, methods and acts engaged in or approved by a significant portion of the solar electrical power generation industry in Ontario with respect to the maintenance of systems similar to the Project that, during the relevant time period, in the exercise of prudent and reasonable judgment by those experienced in the industry in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, dependability, efficiency, economy, and applicable law, regulations, codes, standards and permits. Prudent Industry Practices are not intended to be the optimum practices, methods or acts to the exclusion of all others, but rather are intended to be a range of acceptable practices, methods or acts.

"Reimbursable Costs" has the meaning set forth in Section 5.3.

“Renewal Term” has the meaning set forth in Section 1.2.

“Service Providers” means i) each Affiliate of the Operator who is capable of performing the services desired, and ii) each of the auditor, tax preparer and each other independent third party, in the case of each of clauses (i) and (ii), engaged by Operator or by any Managed Entity to perform services for such Managed Entity, including, without limitation, certified public accountants, tax return preparers, law firms, engineering firms, O&M providers, monitoring providers and other professional advisors and consultants.

“Spare Parts” means materials, equipment and other items necessary for the performance of non-major corrective maintenance, replacement, repair or rehabilitation activities and other O&M Services, which shall include without additional charge to Owner, provision of, inverter filters, fans, boards, electrical fuses, breakers, temperature devices related to weather station, hardware, tracker and racking parts, paint and other routine material and consumables used in the performance of the O&M Services. For greater clarity Spare Parts exclude major equipment which shall be provided by Owner.

“Term” shall have the meaning set forth in Section 1.2.

“Warranty” or “Warranties” shall mean, with respect to a Project, the Project warranty provided under the applicable engineering, procurement, and construction contract for the Project and all of the other warranties owned or retained by Owner related to modules, inverters, transformers, trackers, racking, combiners, and other components supplied to Owner, in each case, for which copies of all relevant documentation in relation thereto have been provided to Operator.

Section 2.2 – *Rules of Interpretation*. The following rules of interpretation shall apply to this Agreement:

(a) Words in the singular shall include the plural and vice versa, and references to one gender shall include other genders;

(b) Unless otherwise expressly stated, a reference to an Appendix, Schedule, Section shall be a reference to an exhibit, schedule or section (as the case may be) of this Agreement;

(c) Unless otherwise expressly stated, the words “this Agreement,” “hereof,” “herein,” “hereunder,” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) If a period of time is specified from a given day, or from the day of an act or event, it shall be calculated inclusive of that day;

(e) A reference to “includes” or “including” shall mean “includes without limitation” or “including without limitation,” as applicable;

(f) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified and whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day;

(g) The Appendices attached to this Agreement constitute part of this Agreement and are incorporated herein for all purposes;

(h) References to any agreement or contract, including this Agreement, shall be interpreted to mean such agreement as amended, amended and restated, supplemented and/or otherwise modified in accordance with its terms from time to time; and

(i) A reference to a Party or any other person or entity includes a reference to its successors and permitted transferees and assigns.

ARTICLE 3 MANAGEMENT SERVICES

Section 3.1 - *Management Services*. With respect to a Managed Entity, commencing on the Commencement Date for such applicable Project and continuing throughout the remainder of the Term, unless this Agreement is terminated pursuant to Article 7, subject to any rights of Operator herein to suspend performance, Operator shall perform, or cause to be performed, the services as expressly set forth in this Section 3.1 (“**Management Services**”) on behalf of each Managed Entity. For the avoidance of doubt, the following list of Management Services included in this Section 3.1 is exhaustive and Operator shall not be required to perform any other services other than what is expressly specified in this Section 3.1, and Operator is not liable to perform any of the Management Services if the Owner does not reasonably cooperate with Operator in its performance of the Management Services.

(a) Collections and Payments. Operator shall (i) promptly remit or direct to be remitted from funds of each Managed Entity, amounts in payment of the expenses of each Managed Entity as required by the Material Contracts and (ii) collect all funds due to the Managed Entities; provided that nothing herein shall imply any guarantee or undertaking by Operator with respect to the collection of amounts due to any Managed Entity which remain uncollected after commercially reasonable efforts by Operator to collect such amounts, and nothing herein shall imply any duty of Operator under any circumstances to expend its own funds in payment of the expenses of any Managed Entity. The use of third parties to assist Operator in collection of amounts due will be at the sole expense of the applicable Managed Entity, provided, the Operator has used commercially reasonable efforts to collect such amounts and the Operator has notified the Owner of the failure of the counterparty to pay the amounts due and owing.

(b) Books and Records. Operator shall maintain complete and accurate financial books and records of each Managed Entity’s operations in accordance with the requirements of ASPE and make such books and records available for inspection and copying during normal business hours at the registered office of the Operator. The Owner agrees to pay for all third-party costs, including consulting or accounting costs, of maintaining the books and records of each Managed Entity.

(c) Contractual Compliance. Operator shall administer and pursue performance of all non-monetary obligations and timely make and execute such decisions as are required under each Material Contract and related documents and make the reports, give the notices, prepare the certificates and take all similar actions as are required to be taken by each Managed Entity under each Material Contract or Applicable Law; manage relationships with key counterparties, including supervision and monitoring of each Managed Entity's and pursuing each counterparty's compliance (and where necessary or desirable, at such Managed Entity's sole expense, monitoring each counterparty's compliance (to the extent that Operator has knowledge of any breach or default by such counterparty)), with the terms and conditions of each Material Contract.

(d) Taxes. Operator shall (i) request the tax accounting firm designated by the Owner to deliver, or cause to be delivered, all tax returns, information and filings to each Managed Entity and, to the extent required under its organizational documents, to each Managed Entity's shareholder or unitholder, as applicable, (ii) pay out of each Managed Entity's funds (if available from such Managed Entity) all taxes and other governmental charges shown to be due thereon, and (iii) coordinate with each Managed Entity to respond to queries from the accounting firm and tax accounting firm that relate to such Managed Entity.

(e) Finance and Accounting. Operator shall establish and maintain the accounting and reporting systems for each Managed Entity. Operator shall provide full accounting services in accordance with ASPE, including (i) preparation of trial balances, (ii) defining and maintaining a general ledger structure, and (iii) creating and implementing accounting procedures and overseeing research with respect to accounting matters.

(f) Financial Statements and Other Reports. Operator shall use reasonable efforts in overseeing each Managed Entity's accounting firm to ensure that the following reports and financial statements and related footnotes are prepared and delivered at the following times:

(i) Within forty-five (45) days of the quarter ending or within ninety (90) days of the year ending (as applicable):

(1) current balance sheets compared to the last Fiscal Year audited balance sheet (i.e. December 31st), including historical quarterly balance sheets (for current Fiscal Year) prepared in accordance with ASPE;

(2) current quarterly and year-to-date income statements compared to prior comparable periods prepared in accordance with ASPE;

(3) current quarterly and year-to-date monthly cash flow statements compared to prior comparable periods prepared in accordance with ASPE;

(4) schedule of “non-cash items” for cash from operations (monthly and year-to-date);

(5) year to date equity roll forward prepared in accordance with ASPE;

(6) detail of balance sheet accounts, not limited to other current asset/liabilities, other non-current asset/liabilities, accrued expenses, prepaid expenses, other receivables, etc.;

(7) schedule of capital expenditures; and

(8) PP&E and intangibles roll forward.

(g) Annual Budget. Operator shall prepare or cause to be prepared, and shall submit to the Owner, an annual capital and operating budget for each Managed Entity prior to the start of each Fiscal Year (the “**Annual Budget**”). To the extent that amounts relating to any items of a proposed Annual Budget are not approved, the corresponding amounts for the items in the preceding year’s Annual Budget will continue as part of the Annual Budget for such year until a more current amount for such item is approved.

(h) Financial Statements. Operator shall engage, coordinate and interact with each Managed Entity’s independent auditors to cause the delivery of the financial statements required to be delivered under the Material Contracts;

(i) Permits; Regulatory Compliance. Operator shall (i) obtain (to the extent not previously obtained) and maintain all Permits required or desirable to be obtained by each Managed Entity under the Material Contracts and under all Applicable Laws; (ii) administer all such Permits and liaise and coordinate with all Governmental Authorities having authority over such Permits; (iii) ensure each Managed Entity’s compliance with all rules, regulations and orders issued by any Governmental Authority and compliance with any other Applicable Laws; (iv) arrange for and perform all administrative acts necessary for the timely issuance and continued effectiveness of all Permits, including preparation and submission of all reports, notices, forms and approvals; and (v) cause each Managed Entity to comply in all material respects with all Permits.

(j) Insurance. Operator will, with the assistance of a third-party, insurance broker, procure (at each Managed Entity’s expense as provided for in the Annual Budget), maintain and renew insurance coverage required to be maintained by such Managed Entity as set forth in its organizational documents and Material Contracts. Operator shall give written notice to the Owner of (i) any written notice of non-renewal or cancellation or any written claim by the

applicable insurance company that any insurance policy required to be maintained by a Managed Entity is not in effect promptly after receipt of the same and (ii) any written notice of policy change or any written claim by the applicable insurance company that any insurance policy required to be maintained by a Managed Entity has changed promptly after receipt of the same. Upon request by the Owner, Operator will supply a certificate of insurance (or other information including insurance policies, binders, and cover notes) evidencing (a) the insurance coverage specified in Owner's organizational documents and (b) Material Contracts and that such coverage is in place throughout the appropriate term for each policy, all to be determined in consultation with insurance consultant.

(k) Service Providers. Operator shall engage or cause each Managed Entity to engage Service Providers as reasonably believed by Operator to be necessary or desirable (but with prior written consent of the Owner not to be unreasonably withheld) or as requested by the Owner, to represent or perform services for such Managed Entity, other than the Management Services. Operator shall be entitled to request and rely upon instructions from the Owner with respect to the engagement of any Service Provider. Operator shall supervise and manage any Service Providers; provided further that the fees of such Service Providers engaged by Owner shall be paid by the applicable Managed Entity in accordance with Article 5.

(l) Litigation, Permit Lapses. Upon obtaining knowledge thereof, Operator shall promptly notify Owner in writing of: (i) any event of default under any of the Material Contracts; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Projects or the Management Services; (iii) any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, leases, warranty, approval, authorization or consent relating to the Project or the Management Services; and (iv) any dispute with any governmental authority relating to the Project or the Management Services.

(m) Bank Accounts and Disbursements of Funds. Operator or a Managed Entity shall maintain and, at the direction of each Managed Entity, establish in the name of the applicable Managed Entity, accounts at one or more banks or other financial institutions in compliance with the Managed Entity's credit arrangements. Operator shall have the authority to make any payments required under any of the Material Contracts and any insurance premiums, accountants' fees, taxes, license fees, property taxes, assessments or other Managed Entity expenses as required in this Agreement that are in compliance with such Managed Entity's credit arrangements.

(n) Operating Records. Operator shall maintain, at a location acceptable to Owner, the Project operating logs, records, and reports that document the operation and maintenance of the Project, all in form and substance sufficient to meet Owner's reporting requirements under the Material Contracts.

Operator shall maintain current revisions of drawings, specifications, lists, clarifications, and other materials related to operation and maintenance of the Project provided to Operator by Owner and vendors. Operator shall provide Owner reasonably necessary assistance in connection with Owner's compliance with reporting requirements under the Material Contracts, Applicable Laws or any other agreement to which Owner is a party relating to the Project. Such assistance shall include providing reports, records, logs and other information that Owner may reasonably request as to the Project or its operation.

(o) Operating Reports. Operator to furnish or cause to be furnished to Owner the following reports concerning the Project operations and maintenance at the following times:

(1) monthly reports within fifteen (15) Business Days following the last day of each calendar month a progress report regarding the amount of electric energy generated, outages, accidents, and emergencies as per monitoring portal. The actual energy production, which are the meter readings based on LDC statements, to be provided retroactively based on LDCs billing frequency. The monthly report shall include a comparison of such items to the corresponding values for the preceding month and for the corresponding portion of the previous Contract Year; and

(2) annual reports within 60 days after the end of each Contract Year, Operator shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports, the Project operating data for such Contract Year. Within 30 days after submission of each annual report, Operator shall meet with Owner to review and discuss the report and any other aspects of Project operations that Owner may wish to discuss.

(p) Monitoring Services. Operator shall perform the Monitoring Services at the times and frequency specified in Appendix A. These activities include ongoing collection and hosting of system monitoring data and remote monitoring in Operator's operations center. The Monitoring Services shall include the supply of any and all labor, materials, equipment and supervision required for the full and complete performance of such Monitoring Services.

(q) Operations & Maintenance Services ("O&M Services"). Operator shall perform the O&M Services at the times and frequency specified in Appendix A. These activities include site maintenance, preventive maintenance, corrective maintenance, warranty and spare parts management. The O&M Services shall include the supply of any and all labor, materials, equipment and supervision required for the full and complete performance of such O&M Services.

(r) Other Information. Each of the Parties shall promptly submit to other any material information concerning new or significant aspects of the

Project's activities and, upon request, shall promptly submit any other information concerning the Projects or the Management Services.

Section 3.2 *Further Clarifications.* Operator shall only perform the Management Services as expressly set forth in Section 3.1 of this Agreement. For avoidance of doubt, the following shall not be an obligation of Operator and are excluded from the Management Services: (i) the compensation, liability, guarantees or responsibility for the financial outcomes, functioning or performance of the equipment or the Projects, except as otherwise expressly provided in this Agreement. Notwithstanding anything herein to the contrary, Operator shall not take any action or provide any service with respect to the Managed Entities that requires the consent of the Managed Entities' shareholders or unitholders, as applicable, under its organizational documents unless the Owner first certifies in writing to Operator that such consent has been obtained. Operator may in its sole discretion retain subcontractors or Service Providers to provide any Management Service pursuant to this Agreement; provided that (a) Operator shall be responsible for any such subcontractor's performance of Management Services as if they had been performed by Operator, (b) any such subcontractors shall be retained solely by Operator, and the Owner shall have no obligation to pay any of Operator's subcontractors or otherwise render performance under this Agreement to any person or entity other than Operator and (c) any such services shall be at no extra cost to the Owner.

Section 3.3 *Projects.* The Parties may from time to time agree to execute an instrument to add or remove Projects from Appendix C hereto and associated Managed Entities. Upon the execution of such instrument, such Projects and associated Managed Entities shall be subject to or cease to be subject, as applicable, this Agreement.

Section 3.4 - *Standards for Performance of the Services; Workmanship Warranty.*

(a) *Standards for Performance of the Services.* Operator shall perform the Management Services required under this Agreement, including those set forth in Appendix A, in a prudent, reasonable, and efficient manner and in accordance with (i) Applicable Law, (ii) Prudent Industry Practices, (iii) the Material Contracts, (iv) the applicable Warranties so that such Warranties are not voided (so long as Owner's directives or actions do not void such Warranties) for so long as such Warranties are valid and have not expired, and (v) the applicable insurance policies specified in Article 8 of this Agreement.

(b) *Workmanship Warranty.* In addition to the foregoing, Operator warrants that it shall perform the O&M Services and Additional Services in a good and workmanlike manner and such O&M Services and Additional Services shall be free from defects in workmanship for a period of twelve (12) months after the completion of any such warranty repair, O&M Services or Additional Service. If Operator fails to meet the workmanship warranty contained in this Section 3.4 (b), upon notification by Owner to Operator after the discovery and before the end of such twelve (12)-month warranty period of any defect or deficiency in the O&M Service or Additional Service, Operator shall perform, as Owner's sole and exclusive remedy, at Operator's own cost and expense and without additional

charge to Owner, the services necessary to repair, re-perform, or otherwise correct any such defect or deficiency promptly and within a reasonable time, even if such performance to address such defect or deficiency shall exceed such twelve (12)-month warranty period.

Section 3.5- *No Liens or Encumbrances*. Operator shall maintain the Project free and clear of all liens and encumbrances resulting from any action of Operator or work done at the request of Operator, except for such liens or encumbrances that result directly from nonpayment by Owner of amounts due and owing to Operator under this Agreement.

Section 3.6 - *No Action*. Except where such action is expressly permitted by this Agreement, Operator shall not take any action that would cause a default under any Material Contract.

Section 3.7 - *Emergency Action*. If an emergency endangering the safety or protection of persons, the Project, or property located near the Project occurs, Operator shall promptly notify Owner and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Operator shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency, however, such costs will be borne by the Owner except to the extent such emergency is the result of negligence or misconduct on the part of Operator or Operator's Service Providers or other actors for whom Operator is responsible hereunder.

Section 3.8 - *Action in Extraordinary Circumstances*. In the event that

(A) the Project or major Project equipment suffers an unplanned outage (or Operator reasonably believes that such an occurrence is imminent), and

(B) Operator has made reasonable, but unsuccessful, efforts to notify and communicate with Owner regarding such occurrence or imminent occurrence in accordance with the terms of this Agreement, then Operator shall

(i) take all necessary action to prevent or to mitigate such unplanned outage,

(ii) make reasonable efforts to minimize any cost associated with such remedial action,

(iii) continue to attempt to notify and communicate with Owner regarding the occurrence and the remedial action

ARTICLE 4

OWNER RESPONSIBILITIES

Section 4.1 - *Information*. Owner shall provide Operator with all vendor manuals, equipment, materials and Spare Part lists, Project data books and drawings which are provided to Owner pursuant to any Material Contract or by any contractor responsible for construction, installation, repair or maintenance of the Project or a part thereof. Subject to the standards of performance set forth in Section 3.4, Operator shall be entitled to rely upon such information in performance of the Management Services. Owner shall also

provide Operator with copies of all Material Contracts and any amendments thereto and any other documents that define the Projects' operating requirements.

Section 4.2 - *Overhaul of Major Equipment and Capital Improvements.* The cost of all major equipment teardowns and overhauls and all capital improvements shall be the responsibility of Owner. Operator shall promptly notify Owner in writing of any such teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements. If Owner has otherwise consented in writing to reimburse Operator for such costs, Operator shall schedule, coordinate, contract and oversee the performance of such activities. Operator also shall be responsible for monitoring and enforcing contract compliance by the contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to Owner by such contractor.

Section 4.3 – *No Liability.* The Owner acknowledges and agrees that Operator shall have no liability or obligation under this Agreement to provide services other than as set forth in Section 3.1 or Appendix A or take on any responsibility, in any way (whether for services, financial, commercial or advisory), related to the profits or losses, performance of the equipment or Projects or operation related to the equipment, warranties or the Projects.

Section 4.4 - *Notice of Damage.* The Owner shall promptly notify Operator of any matters it is aware of pertaining to any damage to or loss of the use of the Projects or that could reasonably be expected to adversely affect the Projects.

Section 4.5 – *The Owner's Continued Responsibilities for the Project.* The Owner agrees and acknowledges that it retains full responsibility for any services or matters outside or beyond the scope of the Management Services in connection with its ownership, operation and maintenance of the Projects, including that the Owner retains full responsibility for parts or equipment procurement, equipment replacement (in any manner whatsoever), guarantees or warranties related to equipment, workmanship or installation issues with the equipment or Projects, performance issues related to the equipment or Projects, and any profits, losses or damages associated with the Projects. The Owner also accepts and acknowledges that pursuant to this Agreement, Operator is only responsible to provide the specified Management Services expressly set forth in this Agreement, and the Owner will not seek recompense or file any claims against Operator related in any way to any services that are not specifically included as Management Services. In addition, except as otherwise provided for in Section 3.1 or Appendix A, the Owner accepts and acknowledges that it is solely responsible for (a) the security of the Projects or surveillance monitoring services, including any thefts by third parties of equipment, components or any asset associated with the Projects, (b) the proper functioning of the equipment at the Projects, including any warranties, any workmanship issues or equipment defects, (c) the energy output of the equipment and/or any power performance issues of the Projects, (d) design, engineering, procurement or installation issues associated with the Projects, (e) its relationship with and management (including

any liabilities) of a construction contractor or any manufacturer-provided equipment related to the Projects, and (f) the financial responsibility for the Projects and the replacement of any equipment or parts, including replacement of any module or inverter, and lost revenue, lost profits and other risks in owning and operating the Projects.

ARTICLE 5 COMPENSATION AND PAYMENT

Section 5.1 - *Payments*. As compensation to Operator for performance of the Management Services hereunder, Owner shall pay Operator an annual operating services fee in the amounts set forth on Appendix C with respect to such Project (the “**Management Services Fee**”), calculated based on the original Commencement Date, or a pro rata portion thereof in the case of a Contract Year of less than 12 months. In addition, Owner shall (at Owner’s Option) either (i) reimburse Operator, in the manner and at the times specified in this Article 5, as modified from time to time, for all Reimbursable Costs or (ii) pay such Reimbursable Costs directly to the applicable third parties.

Section 5.2 – *Management Services Fee*. The Management Services Fee shall be paid by the Owner on a monthly (12x/year) basis, with the first monthly installment of the Management Services Fee due upon the earlier of thirty (30) days after the Commencement Date for such Project or the last business day of the then-current calendar month. Each following monthly installment shall be due on the first business day of each calendar month during the Term. Effective as of the second January 1 occurring after the Effective Date, and on each subsequent January 1 thereafter, the Management Services Fee with respect to each Project shall be increased by the percentage set forth on Appendix C with respect to such Project.

Section 5.3 - *Reimbursable Costs*. Owner shall reimburse Operator for all third-party costs incurred by Operator in performing the Management Services. Owner’s obligation under this provision is subject to (i) Owner's express approval of the costs in writing, or (ii) Operator incurring costs in accordance with Section 3.7 (*Emergency*), or 3.8 (*Extraordinary Circumstances*). Expenditures made by Operator that are required to comply with any Law applicable to the Management Services or to the Project, shall be approved and reimbursed by Owner. Subject to Owner's right to modify the provisions of this Section 5.3 from time to time upon the reasonable request of the Lenders, Owner shall pay Reimbursable Costs as follows:

(a) Operator shall submit to Owner a statement of receipts and disbursements, in detail satisfactory to Owner, together with supporting documentation. Owner shall upon approval reimburse the Operator with the appropriate amount within 15 days.

(b) Operator shall not incur Reimbursable Costs unless permitted by Sections 3.7 (*Emergency*) or 3.8 (*Extraordinary Circumstances*) or be deemed necessary to assure proper system performance and safety. If Owner refuses to

authorize expenditures, Operator shall be relieved of those duties or obligations of this Agreement that cannot be performed without the expenditures Owner refuses to approve and damages that may arise as a result thereof.

(c) In all cases, Operator shall use reasonable commercial efforts to mitigate any adverse effect from Owner's refusal to authorize expenditures. Owner's reimbursement of any cost related to the Management Services shall not be construed as Owner's approval or acceptance of the Management Services.

Section 5.4 - *Adjustments and Conditions*. Notwithstanding the payment of any amount pursuant to the foregoing provisions, Owner shall remain entitled to conduct a subsequent audit and review of all Reimbursable Costs incurred and paid by Owner and of any supporting documentation for a period of 60 days after submitting the Reimbursable Costs. If such audit and review show that any amount previously paid by Owner to Operator did not constitute a Reimbursable Cost, Owner may (a) recover such amount from Operator or (b) deduct or set off such amount from any payment that thereafter may become due to Operator.

Section 5.5 - *Billing and Payment*. Operator shall submit the receipts and disbursements showing Reimbursable Costs for such month in accordance with Subsection 5.3(a). Within 15 days after receipt of any such invoice, Owner shall:

(a) Pay Operator the sum specified in such invoice, less (i) any amounts previously deposited with Operator relating to such invoice, and (ii) any portion of such invoice amount that Owner disputes in good faith or is permitted to offset under this Agreement; and

(b) With respect to any disputed portion of such invoice, provide Operator with a written statement explaining, in reasonable detail, the basis for such dispute. The Parties shall attempt to resolve any such disputed portion in accordance with Article 13.

Section 5.6 – *Additional Services Cost*. Any Additional Services above and beyond the Management Services, including, without limitation, the scope, all associated costs and expenses, and the type of personnel designated to perform such Additional Services, must be pre-approved by Owner in writing prior to the performance of any such Additional Services. Upon Owner's prior written approval, Operator shall perform such Additional Services in accordance with the standards, terms and conditions required hereunder for Operator's performance of the Management Services, provided that nothing herein shall prohibit Owner from contracting with another service provider for the provision of such additional services. Owner will compensate Operator for its provision of Additional Services (a) in connection with Operator's labor, at the applicable hourly rate set forth in Appendix B; (b) in connection with Operator's direct costs and expenses, by reimbursing Operator for any such costs and expenses incurred by Operator plus fifteen percent (15%) ("**Cost Plus**"); and (c) in connection with Operator's provision and/or installation of equipment for an amount as may be mutually agreed by the Parties. For the avoidance of doubt, as between Owner and Operator the cost of replacement of Project major equipment and materials, excluding consumables, tools and Spare Parts, shall be borne solely by Owner, and Operator may, at its sole discretion, require Owner to pay for any such

Project equipment or material rather than paying for same and seeking reimbursement pursuant to Section 5.

Section 5.7 - *Interest*. Any amount owed to either Party under this Agreement by the other Party which remains unpaid more than 30 days after the date such amount is due and payable shall accrue interest at a rate per annum equal to the prime rate of interest charged by the Royal Bank of Canada plus 3.0%.

Section 5.8 – *Method of Payment*. The Owner shall cause payments for all amounts under this Agreement to be made by check or electronic funds transfer in immediately available funds to the account designated by Operator.

Section 5.9 – *Review of Management Services Fee and Additional Services Cost*. If after the Effective Date, any judicial judgment, regulation or similar change in law increases or decreases the costs to Operator of providing the Management Services by more than 15% the Management Services Fee will be equitably increased (upon prior written approval of the Owner) or decreased to reflect the increased or decreased costs that result from such change in law. If the Owner and Operator cannot mutually agree on a revised Management Services Fee within thirty (30) days of the Owner's receipt of the increased costs notice, then the specific Management Service(s) for which cost of performance has been affected shall no longer be part of the Management Services for all purposes hereof. The Owner may seek bids from qualified third parties to perform the services that are affected by the change identified in the increased costs notice. In such event, the Owner may select a bidder to perform such services and such services shall be deemed to be Additional Services; provided that the costs charged by such bidder to perform such services are at least five percent (5%) less than the additional incremental costs identified by Operator in the applicable increased costs notice, and Operator will manage and coordinate with such selected third party but will not be liable (in any way) for the services performed by such selected third party on behalf of the Owner. Notwithstanding anything in this section, a judicial judgment, regulation or similar change in law shall not result in an increase or decrease in the Management Services Fee if it relates to (i) income or franchise taxes, duties, imposts, fees, royalties, levies, tariffs or similar charges, (ii) taxes, duties, imposts, fees, royalties, levies, tariffs or similar charges based on the importation or exportation of any item or service for which Operator is responsible hereunder.

ARTICLE 6 LIMITATIONS ON AUTHORITY

Section 6.1 - *General Limitations*. Notwithstanding any provision in this Agreement to the contrary, unless previously approved by Owner in writing, Operator and any employee, representative, contractor or other agent of Operator are prohibited from taking the specified actions with respect to the matters indicated below.

(a) Disposition of Assets. Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of Owner,

including any property or assets purchased by Operator where the purchase cost is a Reimbursable Cost provided that a security interest may attach to such property until the Reimbursement Cost thereof is reimbursed by the Owner upon which such security interest must automatically release and be discharged against such property or assets;

(b) Contract. Make, enter into, execute, amend, modify or supplement any contract or agreement (i) on behalf of, in the name of, or purporting to bind Owner or Project Company or (ii) that prohibits or otherwise restricts Operator's right to assign such contract or agreement to Owner at any time;

(c) Expenditures. Make or consent or agree to make any expenditure for equipment, materials, assets or other items which would be a Reimbursable Cost; provided, however, that solely in connection with actions taken by Operator pursuant to Sections 3.7 (*Emergency*) and 3.8 (*Extraordinary Circumstances*), Operator may, without prior approval from Owner, make expenditures as provided herein;

(d) Other Actions. Take or agree to take any other action that materially varies from the requirements of any Material Contract;

(e) Lawsuits and Settlements. Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, Owner or Operator, the cost of which, in the case of Operator, would be a Reimbursable Cost hereunder, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;

(f) Liens. Create, incur or assume any lien upon the Project or Project Company;

(g) Transactions on Behalf of Others. Engage in any other transaction on behalf of Owner or any other person or entity not expressly authorized by this Agreement or that violates Applicable Laws, this Agreement or any Material Contract; or

(h) Agreements. Enter into any agreement to do any of the foregoing.

Section 6.2 - *Execution Of Documents*. Any agreement, contract, notice or other document that is expressly permitted hereunder (or under written approval of Owner) to be executed by Operator shall be executed by the authorized representative of Operator or, subject to prior written notice to Owner, by such other representative of Operator who is authorized and empowered by Operator to execute such documents.

ARTICLE 7 TERMINATION

Section 7.1 - *Immediate Termination By Owner*. Subject to the terms of any Material Contracts, Owner may terminate this Agreement immediately (i) upon the Bankruptcy of Operator or (ii) upon the occurrence of a Force Majeure Event that is not remedied within 120 days of its initial occurrence. If the Agreement is terminated by Owner pursuant to Section 7.1(i) or 7.1(ii), Operator shall be compensated for all Reimbursable Costs incurred by Operator to and including the date of termination. In addition, if the Agreement is terminated by Owner pursuant to Section 7.1(ii), Operator shall be paid all due and outstanding Management Services Fee and Additional Services to and including the date of the Force Majeure Event.

Section 7.2 - Termination Upon Notice By Owner. Subject to the terms of any Material Contracts, Owner may terminate this Agreement upon 10 days prior written notice to Operator in the event (i) that Operator violates, or consents to a violation of, any Applicable Laws applicable to the Management Services, Additional Services or the Project, where the violation has or may have a material adverse effect on the maintenance or operation of the Project or Owner's interest, and Operator does not cure such violation within 30 days (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind), or (ii) of a material breach by Operator in the performance of its obligations under this Agreement (including, for certainty, performance of the Management Services), if Operator does not cure such breach within 30 days from the date of Operator's receipt of notice from Owner demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind). If the Agreement is terminated by Owner pursuant to this Section 7.2, Operator shall be compensated for all Reimbursable Costs incurred and provided by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of termination; provided that Owner shall be entitled to set off any amounts owing by Operator hereunder against any of such amounts payable by Owner to Operator.

Section 7.3 - Other Termination Upon Notice By Owner. Subject to the terms of any Material Contracts, Owner may terminate this Agreement with not less than three month's prior written notice to Operator, upon the occurrence of (a) a sale or transfer by Owner of its rights in the Project or a sale or transfer of all or substantially all of the assets of or interests in Owner; or b) a determination by Owner that it does not wish to extend this agreement pursuant to Section 1.2 and in such case to be effective upon expiry of the then current term. If the Agreement is terminated by Owner pursuant to this Section 7.3, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of such termination under this Section 7.3.

Section 7.4 - Termination By Owner Without Cause. Prior to expiration of the Term per Section 1.2, Owner reserves the right to terminate this Agreement without cause upon 90 days written notice to Operator. If the Agreement is terminated by Owner pursuant to this Section 7.4, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of such termination under this Section 7.4. Such payments, together with the termination payment set forth in Section 7.7, shall be Operator's sole remedy in respect of such termination and shall be made by Owner within 30 days of receipt of a final invoice from Operator.

Section 7.5 - Termination By Operator. Subject to the terms of this Agreement, Operator may terminate this Agreement for cause upon 15 days prior written notice to

Owner in the event of: (i) Owner's Bankruptcy; or (ii) Owner's failure to perform in a timely manner any of its material obligations under this Agreement and such failure is not cured within 30 days of Owner's receipt of a notice from Operator demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided that Owner diligently commences and continues to pursue such cure).

Section 7.6 - *Project Condition At End Of Term*. Upon expiration or termination of this Agreement, Operator shall remove its personnel from the Project. Operator shall leave the Project in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted. Operator shall be paid all unpaid Reimbursable Costs and Additional Service Fees. All special tools, improvements, inventory of supplies, Spare Parts and safety equipment, in each case to the extent that they have been billed as Reimbursable Costs, Operating Procedures outlines or manuals, operating logs, records and documents maintained by Operator pursuant to Section 3.1 and any other items furnished and paid on a Reimbursable Cost basis under this Agreement will be left at the Project and will become or remain the property of Owner without additional charge. Owner shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Operator may have undertaken with third parties in connection with the Management Services. Operator shall cooperate in taking all reasonable steps requested by Owner required to effect the assumption of the contracts, provided that Owner agrees to indemnify and hold harmless Operator for all liabilities arising out of events and obligations arising from the assumption of contract rights and obligations after the date of any such assumption. Operator shall use commercially reasonable efforts to cooperate with Owner or a succeeding operator to assure that the operation, maintenance, and management of the Project are not disrupted.

Section 7.7 - *Termination Payment*.

(a) Defined Terminations. In the event of a termination of this Agreement pursuant to the above Sections 7.1 (ii), 7.3 (a), 7.3 (b) or 7.4, Operator shall be entitled, in addition to all other amounts due under this Agreement as of the date of termination, to all costs which are incurred with the prior written approval of Owner. Subject to Owner's right to conduct a subsequent audit and review pursuant to Section 7.7(b), such amounts shall be due and payable by Owner within 30 days of Operator's submission of an invoice, which invoice shall include a statement of all such costs and expenses. Owner shall pay any and all legal costs incurred by Operator to collect payments under this Section 7.7.

ARTICLE 8 INSURANCE

Section 8.1 - *Coverage*.

(a) Obligation to Obtain. Owner and Operator shall obtain and maintain the insurance set forth in Sections 8.1(b) and 8.1(c) at their sole cost and expense. Such insurance may be maintained under individual or blanket insurance policies.

(b) Operator Coverage. Operator shall maintain during the term of this Agreement the insurance described below with insurance companies acceptable to Owner and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage in an amount not less than \$5,000,000. Such coverage shall be primary and non-contributory and maintain a cross liability clause.

(ii) Automobile Liability Insurance: Automobile liability insurance with limits of liability no less than \$5,000,000 per occurrence. Such coverage shall protect against claims for personal injury (including bodily injury and death) or property damage arising out of the use of all owned, leased, non-owned and hired motor vehicles, including loading and unloading, and containing appropriate no-fault insurance provisions where applicable.

(iii) Workers' Compensation Insurance: Workers' compensation insurance as required by applicable laws, including employer's liability insurance for all employees of Operator.

(iv) Excess Liability Insurance: Excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing subsections (i), and (ii) in an amount which in aggregate with such insurance will provide \$5,000,000 of coverage on a per occurrence basis in total liability limits combined.

The amounts of insurance required in the foregoing subsections (i), (ii), (iii) and (iv) may be satisfied by Operator purchasing coverage in the amounts specified or by any combination thereof, so long as the total amount of insurance meets the requirements specified.

(v) The General Liability insurance and Excess Liability insurance if applicable required to be maintained by Operator shall provide for waivers of subrogation in favor of Owner, their Lenders and assigns and shall name the Owner, Lenders and assigns as Additional Insureds for vicarious liability arising out of the Operator's operations included within this Agreement.

All policies of insurance required to be maintained pursuant to Section 8.1 shall include a provision that bars any cancellation in a manner that affects the interests of Owner, without 60 days prior written notice to Owner, except for termination for non-payment of premium which shall require 15 days prior written notice to Owner.

(c) Owner Coverage. Owner shall maintain from and after the date of this Agreement the insurance described below and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property

damage in an amount not less than \$5,000,000. Such coverage shall be primary and non-contributory and maintain a cross liability clause

(ii) **Property Damage.** Property insurance on all equipment relating to the Projects to the full replacement cost thereof with no deduction for depreciation or co-insurance clause.

(d) The General Liability insurance and Excess Liability insurance if applicable required to be maintained by Owner shall provide for waivers of subrogation in favor of Operator, and shall name the Operator, as an Additional Insureds for vicarious liability.

(e) Cost. All costs incurred by Operator with respect to payment of any deductible relating to the insurance coverage set forth in Section 8.1(c) (excluding, for certainty, insurance to be maintained by Operator pursuant to Section 8.1(b)) -- except as set forth in Section 8.3 (*Payment of Deductible Amounts*) or Section 9.1(a) (*Indemnification by Operator*) -- or any losses in excess of insurance coverage --except as set forth in Section 9.1(a) -- shall be deemed Reimbursable Costs.

Section 8.2 - Certificates. On or before the date on which insurance must be provided, each Party shall furnish certificates of insurance to the other Party evidencing the insurance required pursuant to this Agreement. Each Party shall cooperate with the other to ensure collection from insurers for any loss under any such policy.

Section 8.3 - Payment Of Deductible Amounts. Notwithstanding which Party hereto shall have purchased, or been responsible for the purchase of, any insurance in respect of the Project or otherwise referred to in this Agreement, Operator shall promptly pay to Owner any deductible amount related to any claim against or other cost to Owner covered under any such insurance policy which arose due to the gross negligence, fraud or willful misconduct of Operator.

ARTICLE 9 INDEMNIFICATION AND LIABILITIES

Section 9.1 - Indemnification.

(a) Indemnification by Operator. Operator shall indemnify, defend and hold harmless Owner, the Managed Entities, the respective shareholders or unitholders thereof, and their respective officers, directors, employees, agents, Affiliates and representatives (the "**Owner Indemnified Parties**"), from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any breach by Operator or any actor for whom Operator is responsible hereunder or at law of any of Operator's obligations hereunder or any gross negligence, fraud or willful misconduct of Operator or anyone acting on Operator's behalf or under its instructions in connection with this Agreement and Operator's obligations hereunder. Any costs or expenses incurred by Operator pursuant to its indemnity obligations under this Section 9.1(a), including the cost of deductibles with respect to the insurance maintained by Operator (or Owner arising out of gross

negligence, fraud, or willful misconduct of Operator pursuant to Section 8.3) or losses in excess of such insurance coverage required to be maintained by the Operator under Section 8.1(b), shall not constitute a Reimbursable Cost under this Agreement.

(b) Indemnification by Owner. Owner shall indemnify, defend and hold harmless Operator, its officers, directors, employees, agents, Affiliates and representatives (the "**Operator Indemnified Parties**") from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Owner or anyone acting on Owner's behalf or under its instructions (other than Operator and its suppliers, subcontractors, vendors, and their subcontractors and vendors and any employee or agent of the foregoing), in connection with this Agreement and Owner's obligations hereunder.

Section 9.2 - *Environmental Liability*.

(a) Operator Liability. Operator shall not be responsible for claims directly or indirectly related to Hazardous Materials present at the Project, except to the extent Operator or actor for whom Operator is responsible acted with respect to such materials in a grossly negligent manner or to the extent such materials were brought onto a Project site by Operator or an actor for whom Operator is responsible. Owner shall defend, indemnify and hold Operator harmless against such claims, except to the extent such claims arise from Operator's (or actor for whom Operator is responsible) grossly negligent or intentional acts or to the extent such Hazardous Materials were brought onto the Project site by Operator (or actor for whom Operator is responsible).

(b) Owner Liability. Owner shall not be responsible for claims directly related to Hazardous Materials at the Project arising out of the grossly negligent or intentional acts of Operator or related to Hazardous Materials which are brought onto a Project site by Operator or an actor for whom Operator is responsible. This provision of the Agreement shall not be construed to require Operator to take corrective action with respect to any hazardous materials at the Project before the date of this Agreement.

(c) Governmental Actions. If action is required at the Project to comply with any applicable environmental laws or other requirements as per Material Contracts beyond the Management Services during the term of this Agreement, Owner (with Operator's assistance) shall be responsible for the costs of compliance except to the extent resulting directly from action or omission on part of Operator or an actor for whom Operator is responsible. Costs for such compliance action shall only be incurred by Operator only with Owner's prior written consent, unless a Governmental Authority requires Operator to incur such costs and expenses prior to obtaining such written consent. In either case, such costs shall be a Reimbursable Cost.

ARTICLE 10 LIMITATIONS OF LIABILITY

Section 10.1 - *Limitations Of Liability*.

(a) Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, Operator and Owner each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other Party or any third-party engaged by such other party under this Agreement, and each Party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

(b) Damages Limited to Management Services Fee. The aggregate liability of Operator (except for those claims that are subject to the provisions of Section 9.1(a) (*Indemnification by Operator*) or covered by the insurance set forth in Article 8, and then only to the extent such claims are actually covered thereby, after giving effect to any deductibles, exclusions, limits, or self-insured retentions thereunder) with respect to claims of Owner arising out of the performance or nonperformance of obligations under this Agreement shall in no event exceed, during any Contract Year, the Management Services Fee payable to Operator during such Contract Year plus the amount necessary to satisfy Operator's indemnification responsibilities under Article 9.

(c) Personal Liability Limited. Operator and Owner each understand and agree that there shall be absolutely no personal liability on the part of any of the shareholders, unitholders, partners, officers, employees, directors, agents, authorized representatives or Affiliates of Owner or Operator for the payment of any amounts due hereunder, or performance of any obligations hereunder. Operator shall look solely to the assets of Owner for the satisfaction of each and every remedy of Operator in the event of any breach by Owner. Owner shall look solely to the assets of Operator for the satisfaction of each and every remedy of Owner in the event of any breach by Operator.

(d) Survival. The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply at all times (unless otherwise expressly indicated), regardless of fault, negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the shareholders, unitholders, partners, principals, officers, employees, controlling persons, executives, directors, agents, authorized representatives, and affiliates of such Party.

(e) Exclusivity. The provisions of this Agreement constitute Operator's and Owner's exclusive liability, respectively, to each other, and Operator's and Owner's exclusive remedy, respectively, with respect to the Management Services to be performed hereunder and Owner hereby releases Operator performing Management Services hereunder, and Operator hereby releases Owner performing its obligations hereunder, from any further liability.

ARTICLE 11 CONFIDENTIALITY

Section 11.1 - *Operator*. Operator agrees to hold in confidence for a period of two years, or longer if required by law, from the date of disclosure, any information supplied to Operator by Owner or others acting on its behalf. Operator will use discretion

in sharing information as deemed necessary to share with subcontractors, vendors, suppliers, employees, and homeowners.

Section 11.2 - *Owner*. Owner agrees to hold in confidence for a period of two years, or longer if required by law, from the date of disclosure, any information supplied to Owner by Operator or others acting on its behalf, provided that Owner may disclose such information as is required by Lenders (including their agents and advisors).

Section 11.3 - *Exceptions*. The provisions of this Article shall not apply to information that was in the public domain, was already in the receiving Party's possession, or was received lawfully and free of any obligation to treat it as confidential.

Section 11.4 - *Required Disclosure*. If a receiving Party or any of its respective representatives is required by applicable law to disclose any of the information that is otherwise required to remain confidential pursuant to this Article 11, the receiving Party will notify the other Party promptly in writing so that the other Party may seek a protective order or other appropriate remedy (which the receiving Party will not oppose), or, in the other Party's sole discretion, waive compliance with the terms of this Agreement.

ARTICLE 12

TITLE, DOCUMENTS AND DATA

Section 12.1 - *Materials And Equipment*. Title to all materials, equipment, tools, supplies, consumables, spare parts and other items purchased or obtained by Operator on a Reimbursable Cost basis hereunder shall pass immediately to and vest in Owner upon the passage of title from the vendor or supplier thereof provided payment of such Reimbursable Cost has been made by Owner and provided further however, that such transfer of title shall in no way affect Operator's obligations as set forth in this Agreement.

Section 12.2 - *Documents*. All materials and documents prepared or developed by Operator, its employees, representatives or contractors specifically in connection with the Projects as opposed to for its operations generally or performance of the Management Services, including all manuals, data, drawings, plans, specifications, reports and accounts, will become Owner's property once full payment is received. Operator, its agents, employees, representatives, or contractors shall not use such materials and documents for any purpose other than performance of the Management Services, without Owner's prior written approval. All such materials and documents (including copies of materials and documents used in operations generally when providing the Management Services), together with any materials and documents furnished to Operator, its agents, employees, representatives, or contractors by Owner, shall be delivered to Owner upon expiration or termination of this Agreement and before final payment is made to Operator.

Section 12.3 - *Review By Owner*. All materials and documents referred to in Section 12.2 hereof shall be available for review by Owner or Lenders (including their agents or advisors) at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for approval by Owner shall be prepared and processed in accordance with the requirements and

specifications set up by the Parties acting reasonably. However, Owner's approval of materials and documents submitted by Operator shall not relieve Operator of its responsibility for the correctness thereof or of its obligation to meet all requirements of this Agreement.

Section 12.4 - *Proprietary Information*. Where materials or documents prepared or developed by Operator or its agents, employees, representatives or contractors contain proprietary information, systems, techniques, or know-how acquired from third parties by Operator or others acting on its behalf, such persons or entities shall retain all rights to use or dispose of such information, provided, however, that Owner shall have the right to the same to the extent necessary for operation or maintenance of the Project.

Section 12.5 – *Data*. Owner acknowledges that certain Project includes monitoring and other Data-generating equipment, and that, subject to the compatibility of a Project, Operator shall remotely monitor energy production and other characteristics of such Project and its Premises. Owner shall own the Data. Owner hereby irrevocably and perpetually grants Operator and its Affiliates consent, license and permission to retain, copy, reproduce, alter, aggregate, use, distribute and make available to third parties Data to perform its obligations hereunder and otherwise to further its business purposes, including for research and development, data analysis, marketing, and to improve upon, develop and offer new products and service offerings. In the event that Operator distributes or makes available Data to third parties that are not Operator's Affiliates, such Data shall be in a format that is aggregated and anonymized and does not directly or indirectly externally identify the Owner or its Premises except: (i) when the third party is an industry certification program administrator, or a service provider, vendor, outsourcer, or other representative or agent of Operator who shall not have permission to use the Data other than for purposes of providing services to Operator or otherwise at Operator's direction and shall be subject to commercially reasonable confidentiality provisions, (ii) as otherwise required by Applicable Law, and (iii) to cooperate with law enforcement and regulatory requests, subpoenas, judicial or administrative orders, warrants and other legal process.

ARTICLE 13 RESOLUTION OF DISPUTES

Section 13.1 - *Resolution Through Discussions*. If any dispute or difference of any kind (a “**Dispute**”) arises between Owner and Operator in connection with, or arising out of, this Agreement, the Owner and Operator within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Owner and Operator shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within 5 Business Days of commencement of discussions, the Dispute shall be referred within 2 Business Days of the lapse of the 5 Business Day period to the responsible senior management of each Party for resolution. Neither Party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Owner and Operator have had at least 5 Business Days to resolve the Dispute following referral of the Dispute to them. If

the Parties are unable to resolve the Dispute using the procedure described in this section or if a Party has failed to comply with its obligations as aforesaid, either Party may deliver notice to the other Party of its intent to submit the Dispute to arbitration ("**Arbitration Notice**"). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

Section 13.2 - *Arbitration*. Any Dispute arising out of, or in connection with, this Agreement and not settled by the procedure prescribed in Section 13.1, shall (regardless of the nature of the Dispute) be finally settled in the province of Ontario by arbitration in accordance with the Arbitration Act (Ontario).

Section 13.3 - *Continued Performance*. During the pendency of any arbitration, Operator and Owner shall continue to perform their obligations under this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 - *Assignment*. Neither Owner nor Operator may assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto, except that this Agreement may be assigned by Owner without such prior consent to any successor of Owner, to a person or entity acquiring all or substantially all of the Project, or to a Lender or any purchaser of the Project upon the exercise of remedies by a Lender with respect to the Material Contracts. Operator hereby consents to the assignment by Owner of a security interest in this Agreement to Lenders. Operator further agrees to execute documentation to evidence such consent reasonably required by the Lenders typical for project finance. Operator recognizes that such consent may grant certain rights to such Lenders, which shall be fully described in the consent documents, provided that nothing herein shall obligate the Operator to provide any Management Services in addition to those provided to the Owner hereunder.

Section 14.2 - *Access to Project*.

(a) Operator. The Owner shall provide Operator with access to the Project sites as reasonably necessary to allow Operator to perform the Management Services, including ingress and egress rights to the Projects for Operator and its employees, contractors and subcontractors, and local electric utility personnel.

(b) Cooperation. During any inspection or review of the Project, each of Owner, Lender and their respective agents and representatives shall cause authorized visitors to comply with Operator's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Operator's activities. Operator agrees to cooperate fully with Owner, Lender and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Project.

Section 14.3 - *Force Majeure*. If either Owner or Operator is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, the Party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure

Event, provided that the affected Party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other Party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses its reasonable commercial efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either Party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

Section 14.4 - *Amendments*. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

Section 14.5 - *Survival*. Notwithstanding any provisions herein to the contrary, the obligations set forth in Articles 6, 9, 11 and 13, and the limitations of liabilities set forth in Article 11, shall survive in full force despite the expiration or termination of this Agreement.

Section 14.6 - *No Waiver*. It is understood and agreed that any delay, waiver or omission by Owner or Operator with respect to enforcement of required performance by the other under this Agreement shall not be construed to be a waiver by Owner or Operator of any subsequent breach or default of the same or other required performance on the part of Owner or Operator.

Section 14.7 - *Notices*. All notices and other communications (collectively "**Notices**") required or permitted under this Agreement shall be in writing and shall be given to each Party at its address or fax number set forth in this Section 14.7 or at such other address or fax number as hereafter specified as provided in this Section 14.7. All Notices shall be (i) delivered personally or (ii) sent by fax, electronic mail, telegraph, registered or certified mail (return receipt requested and postage prepaid), or (iii) sent by a nationally recognized overnight courier service. Notices shall be deemed to be given (A) when transmitted if sent by fax, electronic mail, or telegraph (provided the transmittal is confirmed) provided notices sent by email shall be deemed delivered when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section, or (B) upon receipt by the intended recipient if given by any other means. Notices shall be sent to the following addresses:

To Operator:

Faisal Shahab
O&M Manager
Company: *Grasshopper Solar Corporation*

Phone: +1 (886) 310 - 1575
 Fax: +1 (886) 400 – 7831
 e-mail: Faisal.Shahab@grasshoppersolar.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

With a copy to:

Ryan Ward
 Controller
 Company: *Grasshopper Solar Corporation*
 Phone: +1 (886) 310 - 1575
 Fax: +1 (886) 400 – 7831
 e-mail: Ryan.Ward@grasshoppersolar.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

To Owner:

Saied Nadjafi
 Executive Chairman
 Phone: +1 (886) 310 - 1575
 Fax: +1 (886) 400 – 7831
 e-mail: Saied.Nadjafi@grasshoppersolar.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

with a copy to:

Leonid Mednik
 President
 Phone: +1 (886) 310 - 1575
 Fax: +1 (886) 400 – 7831
 e-mail: l.mednik@spowercapital.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

Section 14.8 - *Fines And Penalties*. If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against Operator or Owner arising from Operator's failure to operate and maintain the Project in accordance with Applicable Laws without Owner's prior written consent, such fines and penalties shall, subject to the limitations set forth in Article 10, be the sole responsibility of Operator and shall not be deemed a Reimbursable Cost.

Section 14.9 - *Representations And Warranties*. Each Party represents and warrants to the other Party that:

(a) such Party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;

(b) to the best of such Party's knowledge, the execution, delivery and performance by such Party of this Agreement, does not and will not materially conflict with any legal, contractual, or organizational requirement of such Party; and

(c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement.

Section 14.10 - *Counterparts*. The Parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both Parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

Section 14.11 - *Governing Law*. This Agreement is executed and intended to be performed in the province of Ontario and the laws of the province and laws of Canada applicable therein shall govern its construction, interpretation and effect.

Section 14.12 - *Partial Invalidity*. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

Section 14.13 - *Captions*. Titles or captions of Sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

Section 14.14 - *Dollar Amounts*. All amounts of money in this Agreement are denominated in the currency of Canada (written as “CAD\$”).

Section 14.15 - *Vendor's Warranties and Warranty Disclaimers*. For Owner's benefit, Operator shall obtain from sellers of equipment, material, or services (other than the Management Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties obtained. Other than the standard of performance set forth in Section 3.4 of this Agreement, Operator makes no express or implied warranties concerning the Management Services provided by it pursuant to this Agreement, including validity or enforceability of any warranty of or regarding the equipment (including defects, proper functioning or power output), warranty claim processing times or responses, amount of any energy, performance output, revenues, profits, energy costs, or savings generated or caused by the Projects, products provided, any implied warranties of merchantability or fitness for a particular purpose, or installation, design, description, quality, completeness or useful life (“**Warranty Disclaimer**”). Any work, services, products or warranties

provided by a construction contractor, Project operator, or a manufacturer are not incorporated, in any way, into the Management Services or this Agreement; provided that Operator shall ensure, as reasonably practicable, that the Managed Entities receive the warranties from any subcontractors or Service Providers for any Management Services they provide.

Upon Owner's request, Operator agrees to take such reasonable steps as are necessary, short of litigation, to enforce said warranties provided that the costs any additional steps requested of Operator shall be deemed a Reimbursable Cost. Each such warranty shall be enforceable by Owner for Owner's benefit or assignable by Operator to Owner without any further action or consent by or on the part of any third party. Unless otherwise requested, Operator shall administer such warranties and immediately notify Owner of any defects discovered or suspected that may be covered by such warranties. When requested, Operator shall assign any such warranty to Owner and assist Owner with the administration and enforcement of such warranty, or, if such warranty is not assignable to Owner, assist Owner with the administration and enforcement of such warranty.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

**GSC Solar Fund I LP,
by its general partner GSC Solar Fund I GP Inc.**

By:



Name:

Title:

Grasshopper Solar Corporation

By:

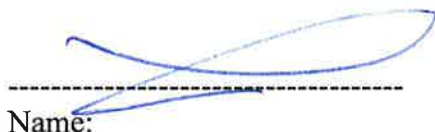


Name: Ryan Ward

Title: Controller

2245073 Ontario Inc.

By:

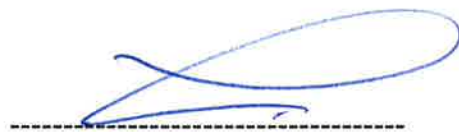


Name:

Title:

2246253 Ontario Inc.

By:

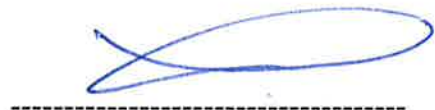


Name:

Title:

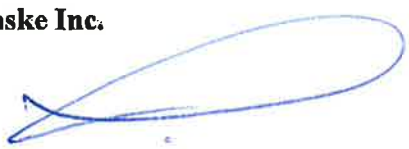
Grasshopper Solar FIT Projects Inc.

By:



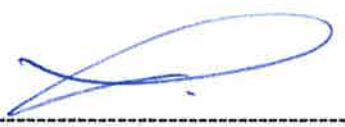
Name:

Title:

Chi Biidaaske Inc.By: 

Name:

Title:

Howard Avenue Solar Inc.By: 

Name:

Title:

2377512 Ontario Inc.By: 

Name:

Title:

2410581 Ontario LimitedBy: 

Name:

Title:

2428760 Ontario Inc.By: 

Name:

Title:

ICM Realty Group Solar 2013 Inc.By: 

Name:

Title:

**SPN LP 1,
by its general partner Solar Power Network 009 Inc.**By: 

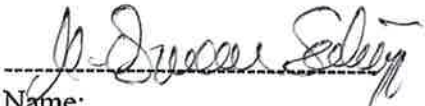
Name:

Title:

**SPN LP 4,
by its general partner Solar Power Network 009 Inc.**By: 

Name:

Title:

**SPN LP 5,
by its general partner Solar Power Network 009 Inc.**By: 

Name:

Title:

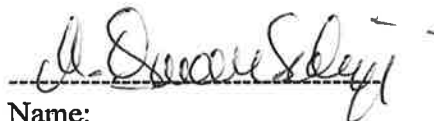
**SPN LP 3,
by its general partner Solar Power Network 001 Inc.**By: 

Name:

Title:

**LDREC SPN LP,
by its general partner Solar Power Network 003 Inc.**

By: _____



Name:

Title:

**CEW L3V Solar III Limited Partnership,
by its general partner Marina Del Rey Solar Inc.**

By: _____



Name:

Title:

APPENDIX A
MANAGEMENT SERVICES

APPENDIX A
MANAGEMENT SERVICES

Item	Description	Operator		Comments
		AM	O&M	
1.000	Asset Management			
1.100	Technical			
1.101	Oversight / management of Service Providers	X		
1.102	Operating Records and Reports	X		
1.103	Timely dissemination of information to stakeholders	X		
1.104	Review and audit availability & performance guarantee obligations	X		
1.105	Report on overall performance (monthly)	X		
1.106	Oversight & coordination of the handling of claims, warranty obligations.	X		
1.107	Annual reports on all claims	X		
1.108	Managing of key material permits and contracts such as: a. FIT and microFIT contracts b. Connection Agreements c. Lease Agreements d. O&M Agreements e. Environmental Permits (where applicable)	X		
1.200	Financial / Commercial			
1.201	Insurance administration	X		
1.202	Interface with lenders, investors, Governmental Authorities, etc.	X		
1.203	Managed Entity/Project Co. representation	X		
1.204	Processing and handling account receivable and payables	X		
1.205	Bank Accounts and Disbursement of Funds	X		
1.206	Monthly bank account reconciliation, acct's rec., acct's pay.,	X		
1.207	Records of all receipts of expenditures made on behalf of Owner	X		
1.208	Accounting and financial reporting	X		
1.209	Preparing support material for audits	X		Frequency: annually
1.210	Tax preparation/filing/administration	X		
1.211	Corporate tax returns	X		
1.212	HST returns	X		
1.213	45 days after quarter end or within 90 days of the year ending (as applicable), provide · status of operations for the period · current balance sheets compared to the last Fiscal Year audited balance sheet (i.e. December 31st), including historical quarterly balance sheets (for current Fiscal Year) prepared in accordance with ASPE · current quarterly and year-to-date income statements compared to prior comparable periods prepared in accordance with ASPE · current quarterly and year-to-date monthly cash flow statements compared to prior comparable periods prepared in accordance with ASPE · balance sheet accounts, not limited to other current asset/liabilities, other non-current asset/liabilities, accrued expenses, prepaid expenses, other receivables, etc.;	X X		Frequency: quarterly and annually
1.214	Prepare and submit an annual budget	X		Frequency: annually
1.215	Permits; Regulatory Compliance	X		
2.000	Operations & Maintenance			
2.100	Monitoring Services			
2.101	Remote Collection, hosting and processing of Project monitoring data		X	Routine
2.102	Remote monitoring		X	Routine
2.103	Creation of Service tickets for field service dispatch		X	Routine
2.104	Onsite Communications: Payment of service fee for cellular service to and from the DAS Project gateways.		X	Routine
2.105	Notify Owner of material breakdowns and periods of unavailability of Projects		X	Routine
2.200	General administrative activities & warranty claim administration			
2.201	Project performance supervision		X	
2.202	Warranty administration		X	18 hours/annum/Project
2.203	Preventive Maintenance scheduling		X	
2.204	Review and analysis of equipment failures		X	
2.205	Spare parts Maintaining a current inventory of materials and procuring all services, Spare Parts, operational materials, consumables, tools and shop equipment, or any other items or materials required to operate or maintain the Project. Operator will identify required items, cost and quantity.		X	
2.300	Response and Unplanned Events			
2.301	Response: Dispatch technicians to the applicable Projects in response to an unplanned or planned Project outage or material Project underperformance and notify Asset Management accordingly.		X	Routine
2.302	All communication and Interaction with LDC		X	Routine
2.400	Preventive Maintenance (PM)			
2.401	PM Array • Inspect DC disconnects and combiners • Inspect and, if necessary, re-torque conductors to specifications and tighten wire harness • Visually inspect wire runs/piping/conduit • Visually inspect for corrosion at bussing and exposed electrical connections • Inspect array structure for damage and debris • Vegetation inspection		X	Frequency: 1 per year
2.402	Module Visual Inspection • Top glass inspection • Backsheet inspection • Junction box inspection • Module attachment visual inspection, by sample		X	Frequency: 1 per year

Item	Description	AM	O&M	Comments
2.403	DAS & MET Stations Activities (where applicable) • Visually inspect enclosure for integrity, corrosion and moisture intrusion, remove debris and clean if necessary • Check connections and wire management within DAS System and modem enclosures • Functional check enclosure fans, clean if necessary • Back glass module temperature sensor check • Ambient air temperature sensor check • Clean pyranometer housing or photocells • Verify pyranometer positioning • Calibration of pyranometer as per manufacturer's guidelines		X	Frequency: 1 per year
2.404	Inverter Visual Activities • Inspect inverter exterior for damage, corrosion, moisture intrusion, labeling and basic condition of housing • Verify functionality of inverter display Mechanical Activities • Re-torque AC and DC connections, as necessary • Clean inverter internals • Check and replace filters per manufacturer's recommendations • Check coolant levels • Check that grounding conducts are intact and tight to inverter enclosure		X	Frequency: 1 per year
2.405	Tracker (where applicable) • Visual inspection of exterior condition of the tracker • Visual inspection of hydraulic lines for oil leakage • Visual inspection of controllers and motors • Perform maintenance of trackers as suggested by the manufacturer (so long as same are valid and have not expired)		X	Frequency: 1 per year
2.406	Transformer Inspection (where applicable) • Inspect physical and mechanical condition • Inspect anchorage, alignment, and grounding • Verify the bushings are clean • Verify tightness of accessible bolted electrical connections by inspecting torque marks • Perform visual inspections as recommended by the manufacturer • Visually inspect gauges for proper operation • Verify presence and integrity of transformer surge arresters		X	Frequency: 1 per year only for oil-type transformer
2.407	Switchgear Activities (where applicable)		X	Frequency: 1 every 3 years
2.500	Site Maintenance (SM) & Other Project Specific O&M Services			
2.501	Vegetation abatement (where applicable)		X	Frequency: 1 per year for C&I Projects only. See Note 1.
2.502	Roads/fences/buildings/drain visual inspection (where applicable)		X	Frequency: 1 per year for C&I Projects only. See Note 1.
2.600	Corrective Maintenance (CM)			
2.601	Corrective Maintenance		X	As needed
2.602	Removal & Reinstallation		X	Frequency: 1

Notes & Assumptions

- For ground mount Projects, it is considered one (1) vegetation abatement and one (1) visual road, fence, and drain visual inspection per year.
- For Projects that have step-up transformers, it is considered one (1) transformer visual inspection per year and for those transformers oil-type, one oil test per year is considered with a Transformer PM every 3 years.
- Operator shall perform all necessary corrective maintenance on the solar system, which includes maintenance adjustments, correction of loose electrical connections, ground connections, repair, replacement of defective/broken modules, inverters, modules tracker/tracking components, roof and rack repairs, and other non-major repair or replacement work.
- Removal & Reinstallation is considered once during the Term of the Agreement.

APPENDIX B
LABOR RATES¹

Position	Hourly Rate
Master Electrician ²	\$150
Lead Electrician ²	\$125
Journeyman Electrician ²	\$100
Apprentice Electrician ²	\$75
Laborer ²	\$35
Warranty Management (in excess of cap)	\$200
Reporting Analyst	\$125
Legal Support	\$200

Notes

1. Each of the hourly rates set forth in this Appendix are subject to annual escalation as set forth on Appendix C of this Agreement.

2. Rates subject to adjustment for overtime.

APPENDIX C
PROJECTS

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
286538	SA1	77 Netherby Welland	C&I	Ground mount	701.03	01-Jan-16	advance monthly	\$25	\$17,526	0.50%
286539	SA2	129 Netherby Welland	C&I	Ground mount	798.05	01-Jan-16	advance monthly	\$25	\$19,951	0.50%
286540	SA3	1053 Wellington Dresden	C&I	Ground mount	872.30	01-Jan-16	advance monthly	\$25	\$21,808	0.50%
286541	Hempstead	95 Hempstead Hamilton	C&I	Rooftop	498.22	01-Jan-16	advance monthly	\$25	\$12,456	0.50%
286542	Mill Street	73 Mill St Hensall	C&I	Rooftop	233.32	01-Jan-16	advance monthly	\$25	\$5,833	0.50%
286543	Woodlawn	20 Woodlawn, Guelph	C&I	Rooftop	312.58	01-Jan-16	advance monthly	\$25	\$7,815	0.50%
286544	140/150 McLevin	140/150 McLevin Scarborough	C&I	Rooftop	599.94	01-Jan-16	advance monthly	\$25	\$14,999	0.50%
286545	120 McLevin	120 McLevin Scarborough	C&I	Rooftop	299.97	01-Jan-16	advance monthly	\$25	\$7,499	0.50%
286546	Saltsman	115 Saltsman Drive Cambridge	C&I	Rooftop	358.15	01-Jan-16	advance monthly	\$25	\$8,954	0.50%
286547	Savannah	195 Savannah Oaks Drive Brantford	C&I	Rooftop	479.94	07-Jan-16	advance monthly	\$25	\$11,999	0.50%
286548	Maybrook	1 Maybrook Drive Scarborough	C&I	Rooftop	299.00	08-Feb-16	advance monthly	\$25	\$7,475	0.50%
286549	Stanley	6319 Highway 26 Stayner	C&I	Rooftop	288.00	27-May-16	advance monthly	\$25	\$7,200	0.50%
286550	Snow Valley	1471 Snow Valley Road Minesing, ON, L0L 1Y3	C&I	Rooftop	300.00	14-Jun-16	advance monthly	\$25	\$7,500	0.50%
286551	Ironside	100 Ironside Brampton	C&I	Rooftop	599.64	17-Mar-16	advance monthly	\$25	\$14,991	0.50%
286552	Howard	7826 Howard Avenue, McGregor, ON	C&I	Rooftop	300.00	30-Jun-16	advance monthly	\$25	\$7,500	0.50%
286553	1295 North Service Road, Burlington	1295 North Service Road, Burlington	C&I	Rooftop	502.20	01-Sep-17	advance monthly	\$20	\$10,044	1%
286554	666 Burnhamthorpe Road, Etobicoke	666 Burnhamthorpe Road, Etobicoke	C&I	Rooftop	275.71	01-Sep-17	advance monthly	\$20	\$5,514	1%
286555	25 Museum Dr., Orillia	25 Museum Dr., Orillia	C&I	Rooftop	178.56	01-Sep-17	advance monthly	\$20	\$3,571	1%
286556	329 Parkside Dr., Waterdown	329 Parkside Dr., Waterdown	C&I	Rooftop	267.84	01-Sep-17	advance monthly	\$20	\$5,357	1%
286557	71 City View Drive, Toronto	71 City View Drive, Toronto	C&I	Rooftop	121.94	01-Sep-17	advance monthly	\$20	\$2,439	1%
286558	1390 Advance Road, Oakville	1390 Advance Road, Oakville	C&I	Rooftop	256.68	01-Sep-17	advance monthly	\$20	\$5,134	1%
286559	1389 Advance Rd., Oakville	1389 Advance Rd., Oakville	C&I	Rooftop	167.40	01-Sep-17	advance monthly	\$20	\$3,348	1%
286560	600 Gillard St., Wallaceburg	600 Gillard St., Wallaceburg	C&I	Rooftop	131.75	01-Sep-17	advance monthly	\$20	\$2,635	1%
286561	196 Erie Street North., Wheatley	196 Erie Street North., Wheatley	C&I	Rooftop	435.24	01-Sep-17	advance monthly	\$20	\$8,705	1%
286562	1212 North Street, Dresden	1212 North Street, Dresden	C&I	Rooftop	368.28	01-Sep-17	advance monthly	\$20	\$7,366	1%
286563	49 Bond Ave, Chatham	49 Bond Ave, Chatham	C&I	Rooftop	383.78	01-Sep-17	advance monthly	\$20	\$7,676	1%
286564	11 Dansk Crt, Etobicoke	11 Dansk Crt, Etobicoke	C&I	Rooftop	397.95	01-Sep-17	advance monthly	\$20	\$7,959	1%
286565	30 Curtis Ave. North, Paris	30 Curtis Ave. North, Paris	C&I	Rooftop	431.36	01-Sep-17	advance monthly	\$20	\$8,627	1%
286566	2333 Wycroft Rd., Oakville	2333 Wycroft Rd., Oakville	C&I	Rooftop	214.20	01-Sep-17	advance monthly	\$20	\$4,284	1%
286567	405 Eastport Blvd, Hamilton	405 Eastport Blvd, Hamilton	C&I	Rooftop	229.12	01-Sep-17	advance monthly	\$20	\$4,582	1%
286568	275 Victoria St., St. Marys	275 Victoria St., St. Marys	C&I	Rooftop	299.84	01-Sep-17	advance monthly	\$20	\$5,997	1%
286569	1755 Sylvestre Drive, Tecumseh	1755 Sylvestre Drive, Tecumseh	C&I	Rooftop	138.60	01-Aug-17	advance monthly	\$20	\$2,772	1%
286570	1724 County Rd 20 Leamington	1724 County Rd 20 Leamington	C&I	Rooftop	172.80	01-Aug-17	advance monthly	\$20	\$3,456	1%
286571	54 Parkway Ave., Markham	54 Parkway Ave., Markham	C&I	Rooftop	172.98	01-Aug-17	advance monthly	\$20	\$3,460	1%
286572	2100 Main St Val Caron	2100 Main St Val Caron	C&I	Rooftop	279.00	01-Aug-17	advance monthly	\$20	\$5,580	1%
286573	370 Erie St. East, Windsor	370 Erie St. East, Windsor	C&I	Rooftop	575.68	01-Aug-17	advance monthly	\$20	\$11,514	1%
286574	2627 Temple Dr., Windsor	2627 Temple Dr., Windsor	C&I	Rooftop	127.68	01-Aug-17	advance monthly	\$20	\$2,554	1%
286575	25 Oriole Pkwy., Elmira	25 Oriole Pkwy., Elmira	C&I	Rooftop	520.00	01-Aug-17	advance monthly	\$20	\$10,400	1%
286576	490 Elgin St., Brantford	490 Elgin St., Brantford	C&I	Rooftop	600.00	01-Aug-17	advance monthly	\$20	\$12,000	1%
286577	192 Mary Street, Brantford	192 Mary Street, Brantford	C&I	Rooftop	457.60	01-Aug-17	advance monthly	\$20	\$9,152	1%
286578	46 Zatoski Ave., Brantford	46 Zatoski Ave., Brantford	C&I	Rooftop	431.90	01-Aug-17	advance monthly	\$20	\$8,638	1%
286588	565 Richmond St., Chatham	565 Richmond St., Chatham	C&I	Rooftop	269.44	01-Sep-17	advance monthly	\$20	\$5,389	1%
286589	80 Second Ave West, Simcoe	80 Second Ave West, Simcoe	C&I	Rooftop	462.08	01-Aug-17	advance monthly	\$20	\$9,242	1%
286590	107 & 109 Greenock Street East, Port Dover	107 & 109 Greenock Street East, Port Dover	C&I	Rooftop	246.40	01-Aug-17	advance monthly	\$20	\$4,928	1%
286591	2720 St. Etienne Blvd., Windsor	2720 St. Etienne Blvd., Windsor	C&I	Rooftop	137.25	01-Aug-17	advance monthly	\$20	\$2,745	1%
286592	55 Talbot Street West, Leamington	55 Talbot Street West, Leamington	C&I	Rooftop	443.25	01-Aug-17	advance monthly	\$20	\$8,865	1%
286593	24 Oak Street East, Leamington	24 Oak Street East, Leamington	C&I	Rooftop	215.63	01-Aug-17	advance monthly	\$20	\$4,313	1%
286594	129 Erie Street South, Leamington	129 Erie Street South, Leamington	C&I	Rooftop	96.75	01-Aug-17	advance monthly	\$20	\$1,935	1%
286595	24 Norfolk Street Simcoe	24 Norfolk Street Simcoe	C&I	Rooftop	317.25	01-Aug-17	advance monthly	\$20	\$6,345	1%
286596	Marina del Rey	4130 Bayview Ave., R.R. 7, Orillia, Ontario L3V 6H7	C&I	Rooftop	294.00	07-Apr-17	advance monthly	\$20	\$5,880	1%
286579	330 Sovereign Rd., London ON, N6M 1A8	330 Sovereign Rd., London ON, N6M 1A8	C&I	Rooftop	198.45	22-Nov-17	advance monthly	\$20	\$3,969	1%
286580	363 Sovereign Rd., London ON, N6M 1A3	363 Sovereign Rd., London ON, N6M 1A3	C&I	Rooftop	294.35	22-Nov-17	advance monthly	\$20	\$5,887	1%
286581	570 Industrial Rd London ON, NSV 1V1	570 Industrial Rd London ON, NSV 1V1	C&I	Rooftop	591.15	22-Nov-17	advance monthly	\$20	\$11,823	1%
286582	85 Midpark Rd London ON, N6N 1B2	85 Midpark Rd London ON, N6N 1B2	C&I	Rooftop	208.25	22-Nov-17	advance monthly	\$20	\$4,165	1%
286583	7292 Colonel Talbot Rd, London ON, L6L 1H8	7292 Colonel Talbot Rd, London ON, L6L 1H8	C&I	Rooftop	267.75	22-Nov-17	advance monthly	\$20	\$5,355	1%
286584	2449 Dundas St. E, London ON, NSV 3C8	2449 Dundas St. E, London ON, NSV 3C8	C&I	Rooftop	221.90	22-Nov-17	advance monthly	\$20	\$4,438	1%
286585	2200 Wharncliffe Road S., London ON, N6P 1L1	2200 Wharncliffe Road S., London ON, N6P 1L1	C&I	Rooftop	163.45	22-Nov-17	advance monthly	\$20	\$3,269	1%
286586	1717 Oxford St. E., London ON, NSV 2Z5	1717 Oxford St. E., London ON, NSV 2Z5	C&I	Rooftop	564.55	22-Nov-17	advance monthly	\$20	\$11,291	1%
286587	760 Wharncliffe Rd S London N6J 2N4	760 Wharncliffe Rd S London N6J 2N4	C&I	Rooftop	297.50	22-Nov-17	advance monthly	\$20	\$5,950	1%

Notes

- Each of the Management Services Fee in this Appendix C are subject to annual escalation to be effective as of the second January 1 occurring after the Effective Date, and on each subsequent January thereafter.
- In the case of a Contract Year of less than 12 month for any particular Project, to be paid pro rata a portion thereof.
- This is Appendix C to the Management Services Agreement dated January 1, 2016 to November 22, 2017.

**APPENDIX C
PROJECTS**

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
286538	SA1	77 Netherby Welland	C&I	Ground mount	701.03	01-Jan-16	advance monthly	\$25	\$17,526	0.50%
286539	SA2	129 Netherby Welland	C&I	Ground mount	798.05	01-Jan-16	advance monthly	\$25	\$19,951	0.50%
286540	SA3	1053 Wellington Dresden	C&I	Ground mount	872.30	01-Jan-16	advance monthly	\$25	\$21,808	0.50%
286541	Hempstead	95 Hempstead Hamilton	C&I	Rooftop	498.22	01-Jan-16	advance monthly	\$25	\$12,456	0.50%
286542	Mill Street	73 Mill St Hensall	C&I	Rooftop	233.32	01-Jan-16	advance monthly	\$25	\$5,833	0.50%
286543	Woodlawn	20 Woodlawn, Guelph	C&I	Rooftop	312.58	01-Jan-16	advance monthly	\$25	\$7,815	0.50%
286544	140/150 McLevin	140/150 McLevin Scarborough	C&I	Rooftop	599.94	01-Jan-16	advance monthly	\$25	\$14,999	0.50%
286545	120 McLevin	120 McLevin Scarborough	C&I	Rooftop	299.97	01-Jan-16	advance monthly	\$25	\$7,499	0.50%
286546	Saltsman	115 Saltsman Drive Cambridge	C&I	Rooftop	358.15	01-Jan-16	advance monthly	\$25	\$8,954	0.50%
286547	Savannah	195 Savannah Oaks Drive Brantford	C&I	Rooftop	479.94	07-Jan-16	advance monthly	\$25	\$11,999	0.50%
286548	Maybrook	1 Maybrook Drive Scarborough	C&I	Rooftop	299.00	08-Feb-16	advance monthly	\$25	\$7,475	0.50%
286549	Stayner	6319 Highway 26 Stayner	C&I	Rooftop	288.00	27-May-16	advance monthly	\$25	\$7,200	0.50%
286550	Snow Valley	1471 Snow Valley Road Minesing, ON, L0L 1Y3	C&I	Rooftop	300.00	14-Jun-16	advance monthly	\$25	\$7,500	0.50%
286551	Ironside	100 Ironside Brampton	C&I	Rooftop	599.64	17-Mar-16	advance monthly	\$25	\$14,991	0.50%
286552	Howard	7826 Howard Avenue, McGregor, ON	C&I	Rooftop	300.00	30-Jun-16	advance monthly	\$25	\$7,500	0.50%
286553	1295 North Service Road, Burlington	1295 North Service Road, Burlington	C&I	Rooftop	502.20	01-Sep-17	advance monthly	\$20	\$10,044	1%
286554	666 Burnhamthorpe Road, Etobicoke	666 Burnhamthorpe Road, Etobicoke	C&I	Rooftop	275.71	01-Sep-17	advance monthly	\$20	\$5,514	1%
286555	25 Museum Dr., Orillia	25 Museum Dr., Orillia	C&I	Rooftop	178.56	01-Sep-17	advance monthly	\$20	\$3,571	1%
286556	329 Parkside Dr., Waterdown	329 Parkside Dr., Waterdown	C&I	Rooftop	267.84	01-Sep-17	advance monthly	\$20	\$5,357	1%
286557	71 City View Drive, Toronto	71 City View Drive, Toronto	C&I	Rooftop	121.94	01-Sep-17	advance monthly	\$20	\$2,439	1%
286558	1390 Advance Road, Oakville	1390 Advance Road, Oakville	C&I	Rooftop	256.68	01-Sep-17	advance monthly	\$20	\$5,134	1%
286559	1389 Advance Rd., Oakville	1389 Advance Rd., Oakville	C&I	Rooftop	167.40	01-Sep-17	advance monthly	\$20	\$3,348	1%
286560	600 Gillard St., Wallaceburg	600 Gillard St., Wallaceburg	C&I	Rooftop	131.75	01-Sep-17	advance monthly	\$20	\$2,635	1%
286561	196 Erie Street North., Wheatley	196 Erie Street North., Wheatley	C&I	Rooftop	435.24	01-Sep-17	advance monthly	\$20	\$8,705	1%
286562	1212 North Street, Dresden	1212 North Street, Dresden	C&I	Rooftop	368.28	01-Sep-17	advance monthly	\$20	\$7,366	1%
286563	49 Bond Ave, Chatham	49 Bond Ave, Chatham	C&I	Rooftop	383.78	01-Sep-17	advance monthly	\$20	\$7,676	1%
286564	11 Dansk Crt, Etobicoke	11 Dansk Crt, Etobicoke	C&I	Rooftop	397.95	01-Sep-17	advance monthly	\$20	\$7,959	1%
286565	30 Curtis Ave. North, Paris	30 Curtis Ave. North, Paris	C&I	Rooftop	431.36	01-Sep-17	advance monthly	\$20	\$8,627	1%
286566	2333 Wyecroft Rd., Oakville	2333 Wyecroft Rd., Oakville	C&I	Rooftop	214.20	01-Sep-17	advance monthly	\$20	\$4,284	1%
286567	405 Eastport Blvd, Hamilton	405 Eastport Blvd, Hamilton	C&I	Rooftop	229.12	01-Sep-17	advance monthly	\$20	\$4,582	1%
286568	275 Victoria St., St. Marys	275 Victoria St., St. Marys	C&I	Rooftop	299.84	01-Sep-17	advance monthly	\$20	\$5,997	1%
286569	1755 Sylvestre Drive, Tecumseh	1755 Sylvestre Drive, Tecumseh	C&I	Rooftop	138.60	01-Aug-17	advance monthly	\$20	\$2,772	1%
286570	1724 County Rd 20 Leamington	1724 County Rd 20 Leamington	C&I	Rooftop	172.80	01-Aug-17	advance monthly	\$20	\$3,456	1%
286571	54 Parkway Ave., Markham	54 Parkway Ave., Markham	C&I	Rooftop	172.98	01-Aug-17	advance monthly	\$20	\$3,460	1%
286572	2100 Main St Val Caron	2100 Main St Val Caron	C&I	Rooftop	279.00	01-Aug-17	advance monthly	\$20	\$5,580	1%
286573	370 Erie St. East, Windsor	370 Erie St. East, Windsor	C&I	Rooftop	575.68	01-Aug-17	advance monthly	\$20	\$11,514	1%
286574	2627 Temple Dr., Windsor	2627 Temple Dr., Windsor	C&I	Rooftop	127.68	01-Aug-17	advance monthly	\$20	\$2,554	1%
286575	25 Oriole Pkwy., Elmira	25 Oriole Pkwy., Elmira	C&I	Rooftop	520.00	01-Aug-17	advance monthly	\$20	\$10,400	1%
286576	490 Elgin St., Brantford	490 Elgin St., Brantford	C&I	Rooftop	600.00	01-Aug-17	advance monthly	\$20	\$12,000	1%
286577	192 Mary Street, Brantford	192 Mary Street, Brantford	C&I	Rooftop	457.60	01-Aug-17	advance monthly	\$20	\$9,152	1%
286578	46 Zatonski Ave., Brantford	46 Zatonski Ave., Brantford	C&I	Rooftop	431.90	01-Aug-17	advance monthly	\$20	\$8,638	1%
286588	565 Richmond St., Chatham	565 Richmond St., Chatham	C&I	Rooftop	269.44	01-Sep-17	advance monthly	\$20	\$5,389	1%
286589	80 Second Ave West, Simcoe	80 Second Ave West, Simcoe	C&I	Rooftop	462.08	01-Aug-17	advance monthly	\$20	\$9,242	1%
286590	107 & 109 Greenock Street East, Port Dover	107 & 109 Greenock Street East, Port Dover	C&I	Rooftop	246.40	01-Aug-17	advance monthly	\$20	\$4,928	1%
286591	2720 St. Etienne Blvd., Windsor	2720 St. Etienne Blvd., Windsor	C&I	Rooftop	137.25	01-Aug-17	advance monthly	\$20	\$2,745	1%
286592	55 Talbot Street West, Leamington	55 Talbot Street West, Leamington	C&I	Rooftop	443.25	01-Aug-17	advance monthly	\$20	\$8,865	1%
286593	24 Oak Street East, Leamington	24 Oak Street East, Leamington	C&I	Rooftop	215.63	01-Aug-17	advance monthly	\$20	\$4,313	1%
286594	129 Erie Street South, Leamington	129 Erie Street South, Leamington	C&I	Rooftop	96.75	01-Aug-17	advance monthly	\$20	\$1,935	1%
286595	24 Norfolk Street Simcoe	24 Norfolk Street Simcoe	C&I	Rooftop	317.25	01-Aug-17	advance monthly	\$20	\$6,345	1%
286596	Marina del Rey	4130 Bayview Ave., R.R. 7, Orillia, Ontario L3V 6H7	C&I	Rooftop	294.00	07-Apr-17	advance monthly	\$20	\$5,880	1%
286579	330 Sovereign Rd., London ON, N6M 1A8	330 Sovereign Rd., London ON, N6M 1A8	C&I	Rooftop	198.45	22-Nov-17	advance monthly	\$20	\$3,969	1%
286580	363 Sovereign Rd., London ON, N6M 1A3	363 Sovereign Rd., London ON, N6M 1A3	C&I	Rooftop	294.35	22-Nov-17	advance monthly	\$20	\$5,887	1%
286581	570 Industrial Rd London ON, N5V 1V1	570 Industrial Rd London ON, N5V 1V1	C&I	Rooftop	591.15	22-Nov-17	advance monthly	\$20	\$11,823	1%
286582	85 Midpark Rd London ON, N6N 1B2	85 Midpark Rd London ON, N6N 1B2	C&I	Rooftop	208.25	22-Nov-17	advance monthly	\$20	\$4,165	1%
286583	7292 Colonel Talbot Rd, London ON, L6L 1H8	7292 Colonel Talbot Rd, London ON, L6L 1H8	C&I	Rooftop	267.75	22-Nov-17	advance monthly	\$20	\$5,355	1%
286584	2449 Dundas St. E, London ON, N5V 3C8	2449 Dundas St. E, London ON, N5V 3C8	C&I	Rooftop	221.90	22-Nov-17	advance monthly	\$20	\$4,438	1%
286585	2200 Wharncliffe Road S., London ON, N6P 1L1	2200 Wharncliffe Road S., London ON, N6P 1L1	C&I	Rooftop	163.45	22-Nov-17	advance monthly	\$20	\$3,269	1%
286586	1717 Oxford St. E., London ON, N5V 2Z5	1717 Oxford St. E., London ON, N5V 2Z5	C&I	Rooftop	564.55	22-Nov-17	advance monthly	\$20	\$11,291	1%
286587	760 Wharncliffe Rd S London N6J 2N4	760 Wharncliffe Rd S London N6J 2N4	C&I	Rooftop	297.50	22-Nov-17	advance monthly	\$20	\$5,950	1%

Notes

- Each of the Management Services Fee in this Appendix C are subject to annual escalation to be effective as of the second January 1 occurring after the Effective Date, and on each subsequent January thereafter.
- In the case of a Contract Year of less than 12 month for any particular Project, to be paid pro rata a portion thereof.
- This is Appendix C to the Management Services Agreement dated January 1, 2016 to November 22, 2017.

This is Exhibit “D” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September 21, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL



Grasshopper Solar Corporation

Management Services Agreement

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement ("**Agreement**") is entered into by and among GSC Solar Fund II LP, a limited partnership existing under the laws of the Province of Ontario (the "**Owner**"), Cleave Energy Holdings Ltd. ("**CEHL**"), 2421907 Ontario Limited ("**1907**", and together with CEHL, the "**Managed Entities**"), and Grasshopper Solar Corporation, a corporation incorporated under the laws of the Province of Ontario (the "**Operator**"), as of February 26, 2018 (the "**Effective Date**").

RECITALS

WHEREAS, Owner desires to continue to engage Operator to provide the Management Services pursuant to the terms and conditions of this Agreement; and

WHEREAS, Operator provides operation, maintenance and management services for generation facilities and desires to provide for the Managed Entities, the Management Services (as defined below) pursuant to the terms and conditions of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 AGREEMENT

Section 1.1 - *Agreement*. This Agreement consists of the terms and conditions set forth in the sections captioned by numbered article designations ("**Articles**") and the following appendices, which are incorporated and made part this Agreement by this reference and are included in any reference to this Agreement.

Appendix A – Management Services
Appendix B – Labour Rates
Appendix C - Projects

If the terms and conditions of the Articles of this Agreement vary or are inconsistent with any portion of the Appendices, the terms of the Articles of this Agreement shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Articles. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. Neither Party will be bound by or be deemed to have made any representations, warranties, commitments, or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.

Section 1.2 - *Effective Date and Term*. The initial term of this Agreement shall commence on the Effective Date and continue until the seventh (7th) anniversary of the Effective Date (the “**Initial Term**”), and shall automatically renew and continue for an additional one (1) year term (each such one year term occurring after the Initial Term, a “**Renewal Term**” and, collectively, the total time period of each Renewal Term and the Initial Term, the “**Term**”), unless either Party, no later than one hundred and ninety (190) days prior to expiration of the Initial Term or a Renewal Term, as applicable, provides written notice to the other Party that the Agreement shall terminate upon the expiration of the Initial Term or Renewal Term, as applicable, or unless earlier terminated pursuant to Section 7 hereof.

Section 1.3 - *Relationship of the Parties*. Operator has been retained by Owner as an independent contractor to operate, maintain and manage the Projects on behalf of Owner, in accordance with Prudent Industry Practices and the requirements of the Material Contracts. Owner has delegated to Operator overall responsibility for operating, maintaining and managing the Project to ensure solar PV systems are functional, operational and produce solar electric energy and meet all requirements under the Material Contracts. Neither Operator nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Operator is the agent of Owner to the limited extent that this Agreement expressly grants Operator the authority to act on behalf of Owner.

Section 1.4 - *Representatives*. Owner and Operator shall each designate a representative (“**Designated Representative**”) to act on its behalf in overseeing the performance of this Agreement. Owner and Operator may change their respective Designated Representatives upon written notice to the other Party given as provided in this Agreement. Designated Representatives shall be the primary means for communication and all other interactions between Owner and Operator that are required under this Agreement. Designated Representatives shall have the power and authority to bind their respective principals under the terms of this Agreement, with any required internal corporate approvals with respect to such authority being the responsibility of each representative to obtain from his or her principal.

ARTICLE 2 DEFINITIONS

Section 2.1 - *Definitions*. Unless otherwise required by the context in which a defined term appears, the following terms shall have the meanings specified in this Article 2. Terms that are defined in other Articles shall have the meanings given to them in those Articles.

“Additional Services” means services not specifically listed as Management Services in Section 3.1 or services listed as Management Services in Appendix A that are requested by Owner to be performed more frequently than as set forth therein.

“Affiliate” means, with respect to a Person, any direct or indirect parent company of such Person, and any present or future company that controls, is controlled by, or is under common control with such person. Notwithstanding the foregoing, the Operator shall not be considered to be an Affiliate of any Managed Entity for purposes of this Agreement.

“Applicable Law” means any constitution, statute, writ, law, rule, regulation, ordinance, judgment, order, decree, governmental approval or Permit, or any published directive or requirement that has the force of law, or other governmental restriction that has the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, applicable to and/or binding on a Project, a Managed Entity or a Managed Entity’s shareholder or unitholder, as the context may require, and in each case as amended, modified and/or supplemented.

“ASPE” means Accounting Standards for Private Enterprises as published by the Accounting Standards Board for use in Canada.

"Bankruptcy" means a situation in which (i) a Party’s actions under applicable debtor relief laws demonstrate an inability to pay its debts as they mature or a need for protection from its creditors; (ii) a court of competent jurisdiction approves a petition filed against a Party, which petition sought relief for the Party’s creditors, and the action of the court remains in effect for an aggregated period of 60 days (whether or not consecutive); (iii) a Party admits in writing its inability to pay its debts as they mature; (iv) a Party gives notice to any person or entity of its current (or pending) insolvency or suspension of operations; or (v) a Party makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of its creditors.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close in Ontario.

“Commencement Date” means, with respect to a Project, the commencement date set forth on Appendix C for such Project.

"Contract Year" means: (i) for the first Contract Year, that period from the date of this Agreement to and including December 31 of such year; and (ii) for each Contract Year thereafter, the calendar year.

“Cost Plus” has the meaning set forth in Section 5.6 hereof.

“Dollar” and “\$” means the lawful dollar of Canada.

“Effective Date” shall have the meaning set forth in the preamble to this Agreement.

"Force Majeure Event" means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, and which could not have been avoided by due diligence and / or use of reasonable efforts, which prevents the performance by such affected Party of its obligations hereunder; provided, that a

"Force Majeure Event" shall not be deemed to have occurred or to be continuing unless the party claiming Force Majeure complies with the requirements of Section 14.3 (*Force Majeure*). Subject to the foregoing, "Force Majeure Event" shall include, as to either Party, explosion and fire (in either case to the extent not attributable to the negligence of the affected Party), flood, earthquake, storm or other natural calamity or act of God, strike or other labour dispute, war, insurrection or riot, actions or failures to act by a Governmental Authority or officials, failure to obtain governmental permits or approvals (despite timely application thereof and due diligence) and changes in laws, rules, regulations, orders or ordinances affecting operation of the Projects, which events were not pending on the date of this Agreement.

"Governmental Authority" shall mean any foreign, federal, state, local or other governmental, regulatory, or administrative agency, court, commission, department, board or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority.

"Hazardous Materials" means any chemicals, materials, substances, or items in any form, whether solid, liquid, vapor, gaseous, semisolid, or any combination thereof, which are listed or regulated as hazardous, toxic or dangerous, or for which liability or standards of care are imposed, under any environmental law, and any substances included in the definition of "hazardous debris," "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," "pollutants," "contaminants" or words of similar import, under any environmental laws.

"IESO" means the Independent Electricity System Operator including contracts with its predecessor Ontario Power Authority (collectively the "IESO").

"Initial Term" has the meaning set forth in Section 1.2.

"Lender(s)" means

(i) any person that has made loans to Owner or Owner's Affiliates, its successors or permitted assigns for the financing or refinancing of the Projects (or any part thereof) or which loans are secured by the Projects (or any part thereof), or that has otherwise made loans to the financing of the Projects (or any part thereof),

(ii) the holder(s) of indebtedness evidencing any such loans or any person or entity lawfully acting on behalf of such holders, or

(iii) any person or entity that purchases the Projects (or any part thereof) in connection with a sale-leaseback or other lease arrangement in which Owner is the lessee of the Projects pursuant to a net lease.

"Local Distribution Company (LDC)" means the owner or operator of a Distribution System who is licensed by the OEB-Ontario Energy Board as an electricity distributor.

"Managed Entity" means each Project Company and its direct and indirect parents, if such Persons are owned (directly or indirectly) by the Owner.

“Management Services” shall have the meaning set out in Section 3.1 and for greater certainty includes the O&M Services set forth in subsection 3.1(q).

"Management Services Fee" means an annual operating fee paid to Operator as set forth in Section 5.2.

“Material Contracts” means operations and maintenance agreements, microFIT and FIT contracts, lease agreements, project finance agreements, connection agreements, and any other material agreement executed by Owner for the development, construction, operation, interconnection, maintenance, and repair of, and procurement of equipment for, the Projects (and any other agreement related or ancillary thereto, including without limitation, third-party, contractor or vendor guarantees and warranty agreements), as each may be amended, supplemented or modified from time to time.

"Operating Manuals" means the operating data, design drawings, specifications, vendors' manuals, warranty requirements, procedures (including those for maintenance of the Project and environmental and safety compliance), and similar materials with respect to the Project.

“Operator” shall have the meaning set forth in the preamble to this Agreement.

“Party” or “Parties” shall mean the Operator and the Owner, individually or collectively, as appropriate.

“Permits” shall mean all permits, licenses, approvals and authorizations necessary for the construction, installation, ownership, operation and maintenance of the Projects and the sale of electric power produced by the Projects.

“Person” shall mean any natural person, partnership, limited partnership, limited liability partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), limited liability corporation, unlimited liability company, joint stock company, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or Governmental Authority, agency or entity however designated or constituted and pronouns have a similarly extended meaning.

“Premises” means collectively, the real property upon which a Project is located, at the address set forth in Appendix C to this Agreement.

"Project" means constructed, connected to the grid and fully operational solar power system on properties qualified to participate under the IESO microFIT and FIT program with solar PV array system generating solar electricity for sale to the Local Distribution Company “LDC” in the province of Ontario owned and/or leased directly or indirectly by the Owner as listed from time to time in Appendix C.

“Project Company” means a special purpose entity owning a Project.

"Prudent Industry Practices" means practices, methods and acts engaged in or approved by a significant portion of the solar electrical power generation industry in Ontario with respect to the maintenance of systems similar to the Project that, during the relevant time period, in the exercise of prudent and reasonable judgment by those experienced in the industry in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, dependability, efficiency, economy, and applicable law, regulations, codes, standards and permits. Prudent Industry Practices are not intended to be the optimum practices, methods or acts to the exclusion of all others, but rather are intended to be a range of acceptable practices, methods or acts.

"Reimbursable Costs" has the meaning set forth in Section 5.3.

"Renewal Term" has the meaning set forth in Section 1.2.

"Service Providers" means i) each Affiliate of the Operator who is capable of performing the services desired, and ii) each of the auditor, tax preparer and each other independent third party, in the case of each of clauses (i) and (ii), engaged by Operator or by any Managed Entity to perform services for such Managed Entity, including, without limitation, certified public accountants, tax return preparers, law firms, engineering firms, O&M providers, monitoring providers and other professional advisors and consultants.

"Spare Parts" means materials, equipment and other items necessary for the performance of non-major corrective maintenance, replacement, repair or rehabilitation activities and other O&M Services, which shall include without additional charge to Owner, provision of, inverter filters, fans, boards, electrical fuses, breakers, temperature devices related to weather station, hardware, tracker and racking parts, paint and other routine material and consumables used in the performance of the O&M Services. For greater clarity Spare Parts exclude major equipment which shall be provided by Owner.

"Term" shall have the meaning set forth in Section 1.2.

"Warranty" or "Warranties" shall mean, with respect to a Project, the Project warranty provided under the applicable engineering, procurement, and construction contract for the Project and all of the other warranties owned or retained by Owner related to modules, inverters, transformers, trackers, racking, combiners, and other components supplied to Owner, in each case, for which copies of all relevant documentation in relation thereto have been provided to Operator.

Section 2.2 – *Rules of Interpretation*. The following rules of interpretation shall apply to this Agreement:

- (a) Words in the singular shall include the plural and vice versa, and references to one gender shall include other genders;

(b) Unless otherwise expressly stated, a reference to an Appendix, Schedule, Section shall be a reference to an exhibit, schedule or section (as the case may be) of this Agreement;

(c) Unless otherwise expressly stated, the words “this Agreement,” “hereof,” “herein,” “hereunder,” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) If a period of time is specified from a given day, or from the day of an act or event, it shall be calculated inclusive of that day;

(e) A reference to “includes” or “including” shall mean “includes without limitation” or “including without limitation,” as applicable;

(f) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified and whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day;

(g) The Appendices attached to this Agreement constitute part of this Agreement and are incorporated herein for all purposes;

(h) References to any agreement or contract, including this Agreement, shall be interpreted to mean such agreement as amended, amended and restated, supplemented and/or otherwise modified in accordance with its terms from time to time; and

(i) A reference to a Party or any other person or entity includes a reference to its successors and permitted transferees and assigns.

ARTICLE 3 MANAGEMENT SERVICES

Section 3.1 - *Management Services*. With respect to a Managed Entity, commencing on the Commencement Date for such applicable Project and continuing throughout the remainder of the Term, unless this Agreement is terminated pursuant to Article 7, subject to any rights of Operator herein to suspend performance, Operator shall perform, or cause to be performed, the services as expressly set forth in this Section 3.1 (“**Management Services**”) on behalf of each Managed Entity. For the avoidance of doubt, the following list of Management Services included in this Section 3.1 is exhaustive and Operator shall not be required to perform any other services other than what is expressly specified in this Section 3.1, and Operator is not liable to perform any of the Management Services if the Owner does not reasonably cooperate with Operator in its performance of the Management Services.

(a) Collections and Payments. Operator shall (i) promptly remit or direct to be remitted from funds of each Managed Entity, amounts in payment of the expenses of each Managed Entity as required by the Material Contracts and (ii) collect all funds due to the Managed Entities; provided that nothing herein shall imply any guarantee or undertaking by Operator with respect to the collection of amounts due to any Managed Entity which remain uncollected after commercially reasonable efforts by Operator to collect such amounts, and nothing herein shall imply any duty of Operator under any circumstances to expend its own funds in payment of the expenses of any Managed Entity. The use of third parties to assist Operator in collection of amounts due will be at the sole expense of the applicable Managed Entity, provided, the Operator has used commercially reasonable efforts to collect such amounts and the Operator has notified the Owner of the failure of the counterparty to pay the amounts due and owing.

(b) Books and Records. Operator shall maintain complete and accurate financial books and records of each Managed Entity's operations in accordance with the requirements of ASPE and make such books and records available for inspection and copying during normal business hours at the registered office of the Operator. The Owner agrees to pay for all third-party costs, including consulting or accounting costs, of maintaining the books and records of each Managed Entity.

(c) Contractual Compliance. Operator shall administer and pursue performance of all non-monetary obligations and timely make and execute such decisions as are required under each Material Contract and related documents and make the reports, give the notices, prepare the certificates and take all similar actions as are required to be taken by each Managed Entity under each Material Contract or Applicable Law; manage relationships with key counterparties, including supervision and monitoring of each Managed Entity's and pursuing each counterparty's compliance (and where necessary or desirable, at such Managed Entity's sole expense, monitoring each counterparty's compliance (to the extent that Operator has knowledge of any breach or default by such counterparty)), with the terms and conditions of each Material Contract.

(d) Taxes. Operator shall (i) request the tax accounting firm designated by the Owner to deliver, or cause to be delivered, all tax returns, information and filings to each Managed Entity and, to the extent required under its organizational documents, to each Managed Entity's shareholder or unitholder, as applicable, (ii) pay out of each Managed Entity's funds (if available from such Managed Entity) all taxes and other governmental charges shown to be due thereon, and (iii) coordinate with each Managed Entity to respond to queries from the accounting firm and tax accounting firm that relate to such Managed Entity.

(e) Finance and Accounting. Operator shall establish and maintain the accounting and reporting systems for each Managed Entity. Operator shall provide full accounting services in accordance with ASPE, including (i) preparation of trial balances, (ii) defining and maintaining a general ledger

structure, and (iii) creating and implementing accounting procedures and overseeing research with respect to accounting matters.

(f) Financial Statements and Other Reports. Operator shall use reasonable efforts in overseeing each Managed Entity's accounting firm to ensure that the following reports and financial statements and related footnotes are prepared and delivered at the following times:

(i) Within forty-five (45) days of the quarter ending or within ninety (90) days of the year ending (as applicable):

(1) current balance sheets compared to the last Fiscal Year audited balance sheet (i.e. December 31st), including historical quarterly balance sheets (for current Fiscal Year) prepared in accordance with ASPE;

(2) current quarterly and year-to-date income statements compared to prior comparable periods prepared in accordance with ASPE;

(3) current quarterly and year-to-date monthly cash flow statements compared to prior comparable periods prepared in accordance with ASPE;

(4) schedule of "non-cash items" for cash from operations (monthly and year-to-date);

(5) year to date equity roll forward prepared in accordance with ASPE;

(6) detail of balance sheet accounts, not limited to other current asset/liabilities, other non-current asset/liabilities, accrued expenses, prepaid expenses, other receivables, etc.;

(7) schedule of capital expenditures; and

(8) PP&E and intangibles roll forward.

(g) Annual Budget. Operator shall prepare or cause to be prepared, and shall submit to the Owner, an annual capital and operating budget for each Managed Entity prior to the start of each Fiscal Year (the "**Annual Budget**"). To the extent that amounts relating to any items of a proposed Annual Budget are not approved, the corresponding amounts for the items in the preceding year's Annual Budget will continue as part of the Annual Budget for such year until a more current amount for such item is approved.

(h) Financial Statements. Operator shall engage, coordinate and interact with each Managed Entity's independent auditors to cause the delivery of the financial statements required to be delivered under the Material Contracts;

(i) Permits; Regulatory Compliance. Operator shall (i) obtain (to the extent not previously obtained) and maintain all Permits required or desirable to be obtained by each Managed Entity under the Material Contracts and under all Applicable Laws; (ii) administer all such Permits and liaise and coordinate with all Governmental Authorities having authority over such Permits; (iii) ensure each Managed Entity's compliance with all rules, regulations and orders issued by any Governmental Authority and compliance with any other Applicable Laws; (iv) arrange for and perform all administrative acts necessary for the timely issuance and continued effectiveness of all Permits, including preparation and submission of all reports, notices, forms and approvals; and (v) cause each Managed Entity to comply in all material respects with all Permits.

(j) Insurance. Operator will, with the assistance of a third-party, insurance broker, procure (at each Managed Entity's expense as provided for in the Annual Budget), maintain and renew insurance coverage required to be maintained by such Managed Entity as set forth in its organizational documents and Material Contracts. Operator shall give written notice to the Owner of (i) any written notice of non-renewal or cancellation or any written claim by the applicable insurance company that any insurance policy required to be maintained by a Managed Entity is not in effect promptly after receipt of the same and (ii) any written notice of policy change or any written claim by the applicable insurance company that any insurance policy required to be maintained by a Managed Entity has changed promptly after receipt of the same. Upon request by the Owner, Operator will supply a certificate of insurance (or other information including insurance policies, binders, and cover notes) evidencing (a) the insurance coverage specified in Owner's organizational documents and (b) Material Contracts and that such coverage is in place throughout the appropriate term for each policy, all to be determined in consultation with insurance consultant.

(k) Service Providers. Operator shall engage or cause each Managed Entity to engage Service Providers as reasonably believed by Operator to be necessary or desirable (but with prior written consent of the Owner not to be unreasonably withheld) or as requested by the Owner, to represent or perform services for such Managed Entity, other than the Management Services. Operator shall be entitled to request and rely upon instructions from the Owner with respect to the engagement of any Service Provider. Operator shall supervise and manage any Service Providers; provided further that the fees of such Service Providers engaged by Owner shall be paid by the applicable Managed Entity in accordance with Article 5.

(l) Litigation, Permit Lapses. Upon obtaining knowledge thereof, Operator shall promptly notify Owner in writing of: (i) any event of default under

any of the Material Contracts; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Projects or the Management Services; (iii) any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, leases, warranty, approval, authorization or consent relating to the Project or the Management Services; and (iv) any dispute with any governmental authority relating to the Project or the Management Services.

(m) Bank Accounts and Disbursements of Funds. Operator or a Managed Entity shall maintain and, at the direction of each Managed Entity, establish in the name of the applicable Managed Entity, accounts at one or more banks or other financial institutions in compliance with the Managed Entity's credit arrangements. Operator shall have the authority to make any payments required under any of the Material Contracts and any insurance premiums, accountants' fees, taxes, license fees, property taxes, assessments or other Managed Entity expenses as required in this Agreement that are in compliance with such Managed Entity's credit arrangements.

(n) Operating Records. Operator shall maintain, at a location acceptable to Owner, the Project operating logs, records, and reports that document the operation and maintenance of the Project, all in form and substance sufficient to meet Owner's reporting requirements under the Material Contracts. Operator shall maintain current revisions of drawings, specifications, lists, clarifications, and other materials related to operation and maintenance of the Project provided to Operator by Owner and vendors. Operator shall provide Owner reasonably necessary assistance in connection with Owner's compliance with reporting requirements under the Material Contracts, Applicable Laws or any other agreement to which Owner is a party relating to the Project. Such assistance shall include providing reports, records, logs and other information that Owner may reasonably request as to the Project or its operation.

(o) Operating Reports. Operator to furnish or cause to be furnished to Owner the following reports concerning the Project operations and maintenance at the following times:

(1) monthly reports within fifteen (15) Business Days following the last day of each calendar month a progress report regarding the amount of electric energy generated, outages, accidents, and emergencies as per monitoring portal. The actual energy production, which are the meter readings based on LDC statements, to be provided retroactively based on LDCs billing frequency. The monthly report shall include a comparison of such items to the corresponding values for the preceding month and for the corresponding portion of the previous Contract Year; and

(2) annual reports within 60 days after the end of each Contract Year, Operator shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports, the Project

operating data for such Contract Year. Within 30 days after submission of each annual report, Operator shall meet with Owner to review and discuss the report and any other aspects of Project operations that Owner may wish to discuss.

(p) Monitoring Services. Operator shall perform the Monitoring Services at the times and frequency specified in Appendix A. These activities include ongoing collection and hosting of system monitoring data and remote monitoring in Operator's operations center. The Monitoring Services shall include the supply of any and all labor, materials, equipment and supervision required for the full and complete performance of such Monitoring Services.

(q) Operations & Maintenance Services ("O&M Services"). Operator shall perform the O&M Services at the times and frequency specified in Appendix A. These activities include site maintenance, preventive maintenance, corrective maintenance, warranty and spare parts management. The O&M Services shall include the supply of any and all labor, materials, equipment and supervision required for the full and complete performance of such O&M Services.

(r) Other Information. Each of the Parties shall promptly submit to other any material information concerning new or significant aspects of the Project's activities and, upon request, shall promptly submit any other information concerning the Projects or the Management Services.

Section 3.2 *Further Clarifications.* Operator shall only perform the Management Services as expressly set forth in Section 3.1 of this Agreement. For avoidance of doubt, the following shall not be an obligation of Operator and are excluded from the Management Services: (i) the compensation, liability, guarantees or responsibility for the financial outcomes, functioning or performance of the equipment or the Projects, except as otherwise expressly provided in this Agreement. Notwithstanding anything herein to the contrary, Operator shall not take any action or provide any service with respect to the Managed Entities that requires the consent of the Managed Entities' shareholders or unitholders, as applicable, under its organizational documents unless the Owner first certifies in writing to Operator that such consent has been obtained. Operator may in its sole discretion retain subcontractors or Service Providers to provide any Management Service pursuant to this Agreement; provided that (a) Operator shall be responsible for any such subcontractor's performance of Management Services as if they had been performed by Operator, (b) any such subcontractors shall be retained solely by Operator, and the Owner shall have no obligation to pay any of Operator's subcontractors or otherwise render performance under this Agreement to any person or entity other than Operator and (c) any such services shall be at no extra cost to the Owner.

Section 3.3 *Projects.* The Parties may from time to time agree to execute an instrument to add or remove Projects from Appendix C hereto and associated Managed Entities. Upon the execution of such instrument, such Projects and associated Managed Entities shall be subject to or cease to be subject, as applicable, this Agreement.

Section 3.4 - Standards for Performance of the Services; Workmanship Warranty.

(a) **Standards for Performance of the Services.** Operator shall perform the Management Services required under this Agreement, including those set forth in Appendix A, in a prudent, reasonable, and efficient manner and in accordance with (i) Applicable Law, (ii) Prudent Industry Practices, (iii) the Material Contracts, (iv) the applicable Warranties so that such Warranties are not voided (so long as Owner's directives or actions do not void such Warranties) for so long as such Warranties are valid and have not expired, and (v) the applicable insurance policies specified in Article 8 of this Agreement.

(b) **Workmanship Warranty.** In addition to the foregoing, Operator warrants that it shall perform the O&M Services and Additional Services in a good and workmanlike manner and such O&M Services and Additional Services shall be free from defects in workmanship for a period of twelve (12) months after the completion of any such warranty repair, O&M Services or Additional Service. If Operator fails to meet the workmanship warranty contained in this Section 3.4 (b), upon notification by Owner to Operator after the discovery and before the end of such twelve (12)-month warranty period of any defect or deficiency in the O&M Service or Additional Service, Operator shall perform, as Owner's sole and exclusive remedy, at Operator's own cost and expense and without additional charge to Owner, the services necessary to repair, re-perform, or otherwise correct any such defect or deficiency promptly and within a reasonable time, even if such performance to address such defect or deficiency shall exceed such twelve (12)-month warranty period.

Section 3.5- No Liens or Encumbrances. Operator shall maintain the Project free and clear of all liens and encumbrances resulting from any action of Operator or work done at the request of Operator, except for such liens or encumbrances that result directly from nonpayment by Owner of amounts due and owing to Operator under this Agreement.

Section 3.6 - No Action. Except where such action is expressly permitted by this Agreement, Operator shall not take any action that would cause a default under any Material Contract.

Section 3.7 - Emergency Action. If an emergency endangering the safety or protection of persons, the Project, or property located near the Project occurs, Operator shall promptly notify Owner and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Operator shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency, however, such costs will be borne by the Owner except to the extent such emergency is the result of negligence or misconduct on the part of Operator or Operator's Service Providers or other actors for whom Operator is responsible hereunder.

Section 3.8 - Action in Extraordinary Circumstances. In the event that

(A) the Project or major Project equipment suffers an unplanned outage (or Operator reasonably believes that such an occurrence is imminent), and

(B) Operator has made reasonable, but unsuccessful, efforts to notify and communicate with Owner regarding such occurrence or imminent occurrence in accordance with the terms of this Agreement, then Operator shall

- (i) take all necessary action to prevent or to mitigate such unplanned outage,
- (ii) make reasonable efforts to minimize any cost associated with such remedial action,
- (iii) continue to attempt to notify and communicate with Owner regarding the occurrence and the remedial action

ARTICLE 4 OWNER RESPONSIBILITIES

Section 4.1 - *Information*. Owner shall provide Operator with all vendor manuals, equipment, materials and Spare Part lists, Project data books and drawings which are provided to Owner pursuant to any Material Contract or by any contractor responsible for construction, installation, repair or maintenance of the Project or a part thereof. Subject to the standards of performance set forth in Section 3.4, Operator shall be entitled to rely upon such information in performance of the Management Services. Owner shall also provide Operator with copies of all Material Contracts and any amendments thereto and any other documents that define the Projects' operating requirements.

Section 4.2 - *Overhaul of Major Equipment and Capital Improvements*. The cost of all major equipment teardowns and overhauls and all capital improvements shall be the responsibility of Owner. Operator shall promptly notify Owner in writing of any such teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements. If Owner has otherwise consented in writing to reimburse Operator for such costs, Operator shall schedule, coordinate, contract and oversee the performance of such activities. Operator also shall be responsible for monitoring and enforcing contract compliance by the contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to Owner by such contractor.

Section 4.3 – *No Liability*. The Owner acknowledges and agrees that Operator shall have no liability or obligation under this Agreement to provide services other than as set forth in Section 3.1 or Appendix A or take on any responsibility, in any way (whether for services, financial, commercial or advisory), related to the profits or losses, performance of the equipment or Projects or operation related to the equipment, warranties or the Projects.

Section 4.4 - *Notice of Damage*. The Owner shall promptly notify Operator of any matters it is aware of pertaining to any damage to or loss of the use of the Projects or that could reasonably be expected to adversely affect the Projects.

Section 4.5 – *The Owner’s Continued Responsibilities for the Project*. The Owner agrees and acknowledges that it retains full responsibility for any services or matters outside or beyond the scope of the Management Services in connection with its ownership, operation and maintenance of the Projects, including that the Owner retains full responsibility for parts or equipment procurement, equipment replacement (in any manner whatsoever), guarantees or warranties related to equipment, workmanship or installation issues with the equipment or Projects, performance issues related to the equipment or Projects, and any profits, losses or damages associated with the Projects. The Owner also accepts and acknowledges that pursuant to this Agreement, Operator is only responsible to provide the specified Management Services expressly set forth in this Agreement, and the Owner will not seek recompense or file any claims against Operator related in any way to any services that are not specifically included as Management Services. In addition, except as otherwise provided for in Section 3.1 or Appendix A, the Owner accepts and acknowledges that it is solely responsible for (a) the security of the Projects or surveillance monitoring services, including any thefts by third parties of equipment, components or any asset associated with the Projects, (b) the proper functioning of the equipment at the Projects, including any warranties, any workmanship issues or equipment defects, (c) the energy output of the equipment and/or any power performance issues of the Projects, (d) design, engineering, procurement or installation issues associated with the Projects, (e) its relationship with and management (including any liabilities) of a construction contractor or any manufacturer-provided equipment related to the Projects, and (f) the financial responsibility for the Projects and the replacement of any equipment or parts, including replacement of any module or inverter, and lost revenue, lost profits and other risks in owning and operating the Projects.

ARTICLE 5 COMPENSATION AND PAYMENT

Section 5.1 - *Payments*. As compensation to Operator for performance of the Management Services hereunder, Owner shall pay Operator an annual operating services fee in the amounts set forth on Appendix C with respect to such Project (the “**Management Services Fee**”), calculated based on the original Commencement Date, or a pro rata portion thereof in the case of a Contract Year of less than 12 months. In addition, Owner shall (at Owner’s Option) either (i) reimburse Operator, in the manner and at the times specified in this Article 5, as modified from time to time, for all Reimbursable Costs or (ii) pay such Reimbursable Costs directly to the applicable third parties.

Section 5.2 – *Management Services Fee*. The Management Services Fee shall be paid by the Owner on a monthly (12x/year) basis, with the first monthly installment of the Management Services Fee due upon the earlier of thirty (30) days after the Commencement Date for such Project or the last business day of the then-current calendar month. Each following monthly installment shall be due on the first business day of each calendar month during the Term. Effective as of the second January 1

occurring after the Effective Date, and on each subsequent January 1 thereafter, the Management Services Fee with respect to each Project shall be increased by the percentage set forth on Appendix C with respect to such Project.

Section 5.3 - *Reimbursable Costs*. Owner shall reimburse Operator for all third-party costs incurred by Operator in performing the Management Services. Owner's obligation under this provision is subject to (i) Owner's express approval of the costs in writing, or (ii) Operator incurring costs in accordance with Section 3.7 (*Emergency*), or 3.8 (*Extraordinary Circumstances*). Expenditures made by Operator that are required to comply with any Law applicable to the Management Services or to the Project, shall be approved and reimbursed by Owner. Subject to Owner's right to modify the provisions of this Section 5.3 from time to time upon the reasonable request of the Lenders, Owner shall pay Reimbursable Costs as follows:

(a) Operator shall submit to Owner a statement of receipts and disbursements, in detail satisfactory to Owner, together with supporting documentation. Owner shall upon approval reimburse the Operator with the appropriate amount within 15 days.

(b) Operator shall not incur Reimbursable Costs unless permitted by Sections 3.7 (*Emergency*) or 3.8 (*Extraordinary Circumstances*) or be deemed necessary to assure proper system performance and safety. If Owner refuses to authorize expenditures, Operator shall be relieved of those duties or obligations of this Agreement that cannot be performed without the expenditures Owner refuses to approve and damages that may arise as a result thereof.

(c) In all cases, Operator shall use reasonable commercial efforts to mitigate any adverse effect from Owner's refusal to authorize expenditures. Owner's reimbursement of any cost related to the Management Services shall not be construed as Owner's approval or acceptance of the Management Services.

Section 5.4 - *Adjustments and Conditions*. Notwithstanding the payment of any amount pursuant to the foregoing provisions, Owner shall remain entitled to conduct a subsequent audit and review of all Reimbursable Costs incurred and paid by Owner and of any supporting documentation for a period of 60 days after submitting the Reimbursable Costs. If such audit and review show that any amount previously paid by Owner to Operator did not constitute a Reimbursable Cost, Owner may (a) recover such amount from Operator or (b) deduct or set off such amount from any payment that thereafter may become due to Operator.

Section 5.5 - *Billing and Payment*. Operator shall submit the receipts and disbursements showing Reimbursable Costs for such month in accordance with Subsection 5.3(a). Within 15 days after receipt of any such invoice, Owner shall:

(a) Pay Operator the sum specified in such invoice, less (i) any amounts previously deposited with Operator relating to such invoice, and (ii) any portion of such invoice amount that Owner disputes in good faith or is permitted to offset under this Agreement; and

(b) With respect to any disputed portion of such invoice, provide Operator with a written statement explaining, in reasonable detail, the basis for such dispute. The Parties shall attempt to resolve any such disputed portion in accordance with Article 13.

Section 5.6 – *Additional Services Cost*. Any Additional Services above and beyond the Management Services, including, without limitation, the scope, all associated costs and expenses, and the type of personnel designated to perform such Additional Services, must be pre-approved by Owner in writing prior to the performance of any such Additional Services. Upon Owner's prior written approval, Operator shall perform such Additional Services in accordance with the standards, terms and conditions required hereunder for Operator's performance of the Management Services, provided that nothing herein shall prohibit Owner from contracting with another service provider for the provision of such additional services. Owner will compensate Operator for its provision of Additional Services (a) in connection with Operator's labor, at the applicable hourly rate set forth in Appendix B; (b) in connection with Operator's direct costs and expenses, by reimbursing Operator for any such costs and expenses incurred by Operator plus fifteen percent (15%) ("**Cost Plus**"); and (c) in connection with Operator's provision and/or installation of equipment for an amount as may be mutually agreed by the Parties. For the avoidance of doubt, as between Owner and Operator the cost of replacement of Project major equipment and materials, excluding consumables, tools and Spare Parts, shall be borne solely by Owner, and Operator may, at its sole discretion, require Owner to pay for any such Project equipment or material rather than paying for same and seeking reimbursement pursuant to Section 5.

Section 5.7 - *Interest*. Any amount owed to either Party under this Agreement by the other Party which remains unpaid more than 30 days after the date such amount is due and payable shall accrue interest at a rate per annum equal to the prime rate of interest charged by the Royal Bank of Canada plus 3.0%.

Section 5.8 – *Method of Payment*. The Owner shall cause payments for all amounts under this Agreement to be made by check or electronic funds transfer in immediately available funds to the account designated by Operator.

Section 5.9 – *Review of Management Services Fee and Additional Services Cost*. If after the Effective Date, any judicial judgment, regulation or similar change in law increases or decreases the costs to Operator of providing the Management Services by more than 15% the Management Services Fee will be equitably increased (upon prior written approval of the Owner) or decreased to reflect the increased or decreased costs that result from such change in law. If the Owner and Operator cannot mutually agree on a revised Management Services Fee within thirty (30) days of the Owner's receipt of the increased costs notice, then the specific Management Service(s) for which cost of performance has been affected shall no longer be part of the Management Services for all purposes hereof. The Owner may seek bids from qualified third parties to perform the services that are affected by the change identified in the increased costs notice. In such event, the Owner may select a bidder to perform such services and such services shall be

deemed to be Additional Services; provided that the costs charged by such bidder to perform such services are at least five percent (5%) less than the additional incremental costs identified by Operator in the applicable increased costs notice, and Operator will manage and coordinate with such selected third party but will not be liable (in any way) for the services performed by such selected third party on behalf of the Owner. Notwithstanding anything in this section, a judicial judgment, regulation or similar change in law shall not result in an increase or decrease in the Management Services Fee if it relates to (i) income or franchise taxes, duties, imposts, fees, royalties, levies, tariffs or similar charges, (ii) taxes, duties, imposts, fees, royalties, levies, tariffs or similar charges based on the importation or exportation of any item or service for which Operator is responsible hereunder.

ARTICLE 6 LIMITATIONS ON AUTHORITY

Section 6.1 - *General Limitations*. Notwithstanding any provision in this Agreement to the contrary, unless previously approved by Owner in writing, Operator and any employee, representative, contractor or other agent of Operator are prohibited from taking the specified actions with respect to the matters indicated below.

(a) Disposition of Assets. Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of Owner, including any property or assets purchased by Operator where the purchase cost is a Reimbursable Cost provided that a security interest may attach to such property until the Reimbursement Cost thereof is reimbursed by the Owner upon which such security interest must automatically release and be discharged against such property or assets;

(b) Contract. Make, enter into, execute, amend, modify or supplement any contract or agreement (i) on behalf of, in the name of, or purporting to bind Owner or Project Company or (ii) that prohibits or otherwise restricts Operator's right to assign such contract or agreement to Owner at any time;

(c) Expenditures. Make or consent or agree to make any expenditure for equipment, materials, assets or other items which would be a Reimbursable Cost; provided, however, that solely in connection with actions taken by Operator pursuant to Sections 3.7 (*Emergency*) and 3.8 (*Extraordinary Circumstances*), Operator may, without prior approval from Owner, make expenditures as provided herein;

(d) Other Actions. Take or agree to take any other action that materially varies from the requirements of any Material Contract;

(e) Lawsuits and Settlements. Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, Owner or Operator, the cost of which, in the case of Operator, would be a Reimbursable Cost hereunder, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;

(f) Liens. Create, incur or assume any lien upon the Project or Project Company;

(g) Transactions on Behalf of Others. Engage in any other transaction on behalf of Owner or any other person or entity not expressly authorized by this Agreement or that violates Applicable Laws, this Agreement or any Material Contract; or

(h) Agreements. Enter into any agreement to do any of the foregoing.

Section 6.2 - *Execution Of Documents*. Any agreement, contract, notice or other document that is expressly permitted hereunder (or under written approval of Owner) to be executed by Operator shall be executed by the authorized representative of Operator or, subject to prior written notice to Owner, by such other representative of Operator who is authorized and empowered by Operator to execute such documents.

ARTICLE 7 TERMINATION

Section 7.1 - *Immediate Termination By Owner*. Subject to the terms of any Material Contracts, Owner may terminate this Agreement immediately (i) upon the Bankruptcy of Operator or (ii) upon the occurrence of a Force Majeure Event that is not remedied within 120 days of its initial occurrence. If the Agreement is terminated by Owner pursuant to Section 7.1(i) or 7.1(ii), Operator shall be compensated for all Reimbursable Costs incurred by Operator to and including the date of termination. In addition, if the Agreement is terminated by Owner pursuant to Section 7.1(ii), Operator shall be paid all due and outstanding Management Services Fee and Additional Services to and including the date of the Force Majeure Event.

Section 7.2 - *Termination Upon Notice By Owner*. Subject to the terms of any Material Contracts, Owner may terminate this Agreement upon 10 days prior written notice to Operator in the event (i) that Operator violates, or consents to a violation of, any Applicable Laws applicable to the Management Services, Additional Services or the Project, where the violation has or may have a material adverse effect on the maintenance or operation of the Project or Owner's interest, and Operator does not cure such violation within 30 days (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind), or (ii) of a material breach by Operator in the performance of its obligations under this Agreement (including, for certainty, performance of the Management Services), if Operator does not cure such breach within 30 days from the date of Operator's receipt of notice from Owner demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind). If the Agreement is terminated by Owner pursuant to this Section 7.2, Operator shall be compensated for all Reimbursable Costs incurred and provided by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of termination; provided that Owner shall be entitled to set off any amounts owing by Operator hereunder against any of such amounts payable by Owner to Operator.

Section 7.3 - *Other Termination Upon Notice By Owner.* Subject to the terms of any Material Contracts, Owner may terminate this Agreement with not less than three month's prior written notice to Operator, upon the occurrence of (a) a sale or transfer by Owner of its rights in the Project or a sale or transfer of all or substantially all of the assets of or interests in Owner; or b) a determination by Owner that it does not wish to extend this agreement pursuant to Section 1.2 and in such case to be effective upon expiry of the then current term. If the Agreement is terminated by Owner pursuant to this Section 7.3, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of such termination under this Section 7.3.

Section 7.4 - *Termination By Owner Without Cause.* Prior to expiration of the Term per Section 1.2, Owner reserves the right to terminate this Agreement without cause upon 90 days written notice to Operator. If the Agreement is terminated by Owner pursuant to this Section 7.4, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of such termination under this Section 7.4. Such payments, together with the termination payment set forth in Section 7.7, shall be Operator's sole remedy in respect of such termination and shall be made by Owner within 30 days of receipt of a final invoice from Operator.

Section 7.5 - *Termination By Operator.* Subject to the terms of this Agreement, Operator may terminate this Agreement for cause upon 15 days prior written notice to Owner in the event of: (i) Owner's Bankruptcy; or (ii) Owner's failure to perform in a timely manner any of its material obligations under this Agreement and such failure is not cured within 30 days of Owner's receipt of a notice from Operator demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided that Owner diligently commences and continues to pursue such cure).

Section 7.6 - *Project Condition At End Of Term.* Upon expiration or termination of this Agreement, Operator shall remove its personnel from the Project. Operator shall leave the Project in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted. Operator shall be paid all unpaid Reimbursable Costs and Additional Service Fees. All special tools, improvements, inventory of supplies, Spare Parts and safety equipment, in each case to the extent that they have been billed as Reimbursable Costs, Operating Procedures outlines or manuals, operating logs, records and documents maintained by Operator pursuant to Section 3.1 and any other items furnished and paid on a Reimbursable Cost basis under this Agreement will be left at the Project and will become or remain the property of Owner without additional charge. Owner shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Operator may have undertaken with third parties in connection with the Management Services. Operator shall cooperate in taking all reasonable steps requested by Owner required to effect the assumption of the contracts, provided that Owner agrees to indemnify and hold harmless Operator for all liabilities

arising out of events and obligations arising from the assumption of contract rights and obligations after the date of any such assumption. Operator shall use commercially reasonable efforts to cooperate with Owner or a succeeding operator to assure that the operation, maintenance, and management of the Project are not disrupted.

Section 7.7 - Termination Payment.

(a) Defined Terminations. In the event of a termination of this Agreement pursuant to the above Sections 7.1 (ii), 7.3 (a), 7.3 (b) or 7.4, Operator shall be entitled, in addition to all other amounts due under this Agreement as of the date of termination, to all costs which are incurred with the prior written approval of Owner. Subject to Owner's right to conduct a subsequent audit and review pursuant to Section 7.7(b), such amounts shall be due and payable by Owner within 30 days of Operator's submission of an invoice, which invoice shall include a statement of all such costs and expenses. Owner shall pay any and all legal costs incurred by Operator to collect payments under this Section 7.7.

ARTICLE 8 INSURANCE

Section 8.1 - Coverage.

(a) Obligation to Obtain. Owner and Operator shall obtain and maintain the insurance set forth in Sections 8.1(b) and 8.1(c) at their sole cost and expense. Such insurance may be maintained under individual or blanket insurance policies.

(b) Operator Coverage. Operator shall maintain during the term of this Agreement the insurance described below with insurance companies acceptable to Owner and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage in an amount not less than \$5,000,000. Such coverage shall be primary and non-contributory and maintain a cross liability clause.

(ii) Automobile Liability Insurance: Automobile liability insurance with limits of liability no less than \$5,000,000 per occurrence. Such coverage shall protect against claims for personal injury (including bodily injury and death) or property damage arising out of the use of all owned, leased, non-owned and hired motor vehicles, including loading and unloading, and containing appropriate no-fault insurance provisions where applicable.

(iii) Workers' Compensation Insurance: Workers' compensation insurance as required by applicable laws, including employer's liability insurance for all employees of Operator.

(iv) Excess Liability Insurance: Excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing subsections (i), and (ii) in an amount which in aggregate with such insurance will provide \$5,000,000 of coverage on a per occurrence basis in total liability limits combined.

The amounts of insurance required in the foregoing subsections (i), (ii), (iii) and (iv) may be satisfied by Operator purchasing coverage in the amounts specified or by any combination thereof, so long as the total amount of insurance meets the requirements specified.

(v) The General Liability insurance and Excess Liability insurance if applicable required to be maintained by Operator shall provide for waivers of subrogation in favor of Owner, their Lenders and assigns and shall name the Owner, Lenders and assigns as Additional Insureds for vicarious liability arising out of the Operator's operations included within this Agreement.

All policies of insurance required to be maintained pursuant to Section 8.1 shall include a provision that bars any cancellation in a manner that affects the interests of Owner, without 60 days prior written notice to Owner, except for termination for non-payment of premium which shall require 15 days prior written notice to Owner.

(c) Owner Coverage. Owner shall maintain from and after the date of this Agreement the insurance described below and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage in an amount not less than \$5,000,000. Such coverage shall be primary and non-contributory and maintain a cross liability clause

(ii) Property Damage. Property insurance on all equipment relating to the Projects to the full replacement cost thereof with no deduction for depreciation or co-insurance clause.

(d) The General Liability insurance and Excess Liability insurance if applicable required to be maintained by Owner shall provide for waivers of subrogation in favor of Operator, and shall name the Operator, as an Additional Insured for vicarious liability.

(e) Cost. All costs incurred by Operator with respect to payment of any deductible relating to the insurance coverage set forth in Section 8.1(c) (excluding, for certainty, insurance to be maintained by Operator pursuant to Section 8.1(b)) -- except as set forth in Section 8.3 (*Payment of Deductible Amounts*) or Section 9.1(a) (*Indemnification by Operator*) -- or any losses in excess of insurance coverage --except as set forth in Section 9.1(a) -- shall be deemed Reimbursable Costs.

Section 8.2 - *Certificates*. On or before the date on which insurance must be provided, each Party shall furnish certificates of insurance to the other Party evidencing the insurance required pursuant to this Agreement. Each Party shall cooperate with the other to ensure collection from insurers for any loss under any such policy.

Section 8.3 - *Payment Of Deductible Amounts*. Notwithstanding which Party hereto shall have purchased, or been responsible for the purchase of, any insurance in respect of the Project or otherwise referred to in this Agreement, Operator shall promptly pay to Owner any deductible amount related to any claim against or other cost to Owner covered under any such insurance policy which arose due to the gross negligence, fraud or willful misconduct of Operator.

ARTICLE 9 INDEMNIFICATION AND LIABILITIES

Section 9.1 - *Indemnification*.

(a) Indemnification by Operator. Operator shall indemnify, defend and hold harmless Owner, the Managed Entities, the respective shareholders or unitholders thereof, and their respective officers, directors, employees, agents, Affiliates and representatives (the "**Owner Indemnified Parties**"), from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any breach by Operator or any actor for whom Operator is responsible hereunder or at law of any of Operator's obligations hereunder or any gross negligence, fraud or willful misconduct of Operator or anyone acting on Operator's behalf or under its instructions in connection with this Agreement and Operator's obligations hereunder. Any costs or expenses incurred by Operator pursuant to its indemnity obligations under this Section 9.1(a), including the cost of deductibles with respect to the insurance maintained by Operator (or Owner arising out of gross negligence, fraud, or willful misconduct of Operator pursuant to Section 8.3) or losses in excess of such insurance coverage required to be maintained by the Operator under Section 8.1(b), shall not constitute a Reimbursable Cost under this Agreement.

(b) Indemnification by Owner. Owner shall indemnify, defend and hold harmless Operator, its officers, directors, employees, agents, Affiliates and representatives (the "**Operator Indemnified Parties**") from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Owner or anyone acting on Owner's behalf or under its instructions (other than Operator and its suppliers, subcontractors, vendors, and their subcontractors and vendors and any employee or agent of the foregoing), in connection with this Agreement and Owner's obligations hereunder.

Section 9.2 - *Environmental Liability*.

(a) Operator Liability. Operator shall not be responsible for claims directly or indirectly related to Hazardous Materials present at the Project, except to the extent Operator or actor for whom Operator is responsible acted with respect to such materials in a grossly negligent manner or to the extent such materials were brought onto a Project site by Operator or an actor for whom Operator is responsible. Owner shall defend, indemnify and hold Operator harmless against such claims, except to the extent such claims arise from Operator's (or actor for whom Operator is responsible) grossly

negligent or intentional acts or to the extent such Hazardous Materials were brought onto the Project site by Operator (or actor for whom Operator is responsible).

(b) Owner Liability. Owner shall not be responsible for claims directly related to Hazardous Materials at the Project arising out of the grossly negligent or intentional acts of Operator or related to Hazardous Materials which are brought onto a Project site by Operator or an actor for whom Operator is responsible. This provision of the Agreement shall not be construed to require Operator to take corrective action with respect to any hazardous materials at the Project before the date of this Agreement.

(c) Governmental Actions. If action is required at the Project to comply with any applicable environmental laws or other requirements as per Material Contracts beyond the Management Services during the term of this Agreement, Owner (with Operator's assistance) shall be responsible for the costs of compliance except to the extent resulting directly from action or omission on part of Operator or an actor for whom Operator is responsible. Costs for such compliance action shall only be incurred by Operator only with Owner's prior written consent, unless a Governmental Authority requires Operator to incur such costs and expenses prior to obtaining such written consent. In either case, such costs shall be a Reimbursable Cost.

ARTICLE 10 LIMITATIONS OF LIABILITY

Section 10.1 - *Limitations Of Liability*.

(a) Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, Operator and Owner each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other Party or any third-party engaged by such other party under this Agreement, and each Party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

(b) Damages Limited to Management Services Fee. The aggregate liability of Operator (except for those claims that are subject to the provisions of Section 9.1(a) (*Indemnification by Operator*) or covered by the insurance set forth in Article 8, and then only to the extent such claims are actually covered thereby, after giving effect to any deductibles, exclusions, limits, or self-insured retentions thereunder) with respect to claims of Owner arising out of the performance or nonperformance of obligations under this Agreement shall in no event exceed, during any Contract Year, the Management Services Fee payable to Operator during such Contract Year plus the amount necessary to satisfy Operator's indemnification responsibilities under Article 9.

(c) Personal Liability Limited. Operator and Owner each understand and agree that there shall be absolutely no personal liability on the part of any of the shareholders, unitholders, partners, officers, employees, directors, agents, authorized representatives or Affiliates of Owner or Operator for the payment of any amounts due hereunder, or performance of any obligations hereunder. Operator shall look solely to the assets of Owner for the satisfaction of each and every remedy of Operator in the event of any

breach by Owner. Owner shall look solely to the assets of Operator for the satisfaction of each and every remedy of Owner in the event of any breach by Operator.

(d) Survival. The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply at all times (unless otherwise expressly indicated), regardless of fault, negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the shareholders, unitholders, partners, principals, officers, employees, controlling persons, executives, directors, agents, authorized representatives, and affiliates of such Party.

(e) Exclusivity. The provisions of this Agreement constitute Operator's and Owner's exclusive liability, respectively, to each other, and Operator's and Owner's exclusive remedy, respectively, with respect to the Management Services to be performed hereunder and Owner hereby releases Operator performing Management Services hereunder, and Operator hereby releases Owner performing its obligations hereunder, from any further liability.

ARTICLE 11 CONFIDENTIALITY

Section 11.1 - *Operator*. Operator agrees to hold in confidence for a period of two years, or longer if required by law, from the date of disclosure, any information supplied to Operator by Owner or others acting on its behalf. Operator will use discretion in sharing information as deemed necessary to share with subcontractors, vendors, suppliers, employees, and homeowners.

Section 11.2 - *Owner*. Owner agrees to hold in confidence for a period of two years, or longer if required by law, from the date of disclosure, any information supplied to Owner by Operator or others acting on its behalf, provided that Owner may disclose such information as is required by Lenders (including their agents and advisors).

Section 11.3 - *Exceptions*. The provisions of this Article shall not apply to information that was in the public domain, was already in the receiving Party's possession, or was received lawfully and free of any obligation to treat it as confidential.

Section 11.4 - *Required Disclosure*. If a receiving Party or any of its respective representatives is required by applicable law to disclose any of the information that is otherwise required to remain confidential pursuant to this Article 11, the receiving Party will notify the other Party promptly in writing so that the other Party may seek a protective order or other appropriate remedy (which the receiving Party will not oppose), or, in the other Party's sole discretion, waive compliance with the terms of this Agreement.

ARTICLE 12 TITLE, DOCUMENTS AND DATA

Section 12.1 - *Materials And Equipment*. Title to all materials, equipment, tools, supplies, consumables, spare parts and other items purchased or obtained by Operator on a Reimbursable Cost basis hereunder shall pass immediately to and vest in Owner upon the passage of title from the vendor or supplier thereof provided payment of such Reimbursable Cost has been made by Owner and provided further however, that such transfer of title shall in no way affect Operator's obligations as set forth in this Agreement.

Section 12.2 - *Documents*. All materials and documents prepared or developed by Operator, its employees, representatives or contractors specifically in connection with the Projects as opposed to for its operations generally or performance of the Management Services, including all manuals, data, drawings, plans, specifications, reports and accounts, will become Owner's property once full payment is received. Operator, its agents, employees, representatives, or contractors shall not use such materials and documents for any purpose other than performance of the Management Services, without Owner's prior written approval. All such materials and documents (including copies of materials and documents used in operations generally when providing the Management Services), together with any materials and documents furnished to Operator, its agents, employees, representatives, or contractors by Owner, shall be delivered to Owner upon expiration or termination of this Agreement and before final payment is made to Operator.

Section 12.3 - *Review By Owner*. All materials and documents referred to in Section 12.2 hereof shall be available for review by Owner or Lenders (including their agents or advisors) at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for approval by Owner shall be prepared and processed in accordance with the requirements and specifications set up by the Parties acting reasonably. However, Owner's approval of materials and documents submitted by Operator shall not relieve Operator of its responsibility for the correctness thereof or of its obligation to meet all requirements of this Agreement.

Section 12.4 - *Proprietary Information*. Where materials or documents prepared or developed by Operator or its agents, employees, representatives or contractors contain proprietary information, systems, techniques, or know-how acquired from third parties by Operator or others acting on its behalf, such persons or entities shall retain all rights to use or dispose of such information, provided, however, that Owner shall have the right to the same to the extent necessary for operation or maintenance of the Project.

Section 12.5 - *Data*. Owner acknowledges that certain Project includes monitoring and other Data-generating equipment, and that, subject to the compatibility of a Project, Operator shall remotely monitor energy production and other characteristics of such Project and its Premises. Owner shall own the Data. Owner hereby irrevocably and perpetually grants Operator and its Affiliates consent, license and permission to retain, copy, reproduce, alter, aggregate, use, distribute and make available to third parties Data to perform its obligations hereunder and otherwise to further its business purposes, including for research and development, data analysis, marketing, and to improve upon, develop and offer new products and service offerings. In the event that Operator distributes or makes available Data to third parties that are not Operator's Affiliates, such Data shall be in a format that is aggregated and anonymized and does not directly or

indirectly externally identify the Owner or its Premises except: (i) when the third party is an industry certification program administrator, or a service provider, vendor, outsourcer, or other representative or agent of Operator who shall not have permission to use the Data other than for purposes of providing services to Operator or otherwise at Operator's direction and shall be subject to commercially reasonable confidentiality provisions, (ii) as otherwise required by Applicable Law, and (iii) to cooperate with law enforcement and regulatory requests, subpoenas, judicial or administrative orders, warrants and other legal process.

ARTICLE 13 RESOLUTION OF DISPUTES

Section 13.1 - *Resolution Through Discussions*. If any dispute or difference of any kind (a “**Dispute**”) arises between Owner and Operator in connection with, or arising out of, this Agreement, the Owner and Operator within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Owner and Operator shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within 5 Business Days of commencement of discussions, the Dispute shall be referred within 2 Business Days of the lapse of the 5 Business Day period to the responsible senior management of each Party for resolution. Neither Party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Owner and Operator have had at least 5 Business Days to resolve the Dispute following referral of the Dispute to them. If the Parties are unable to resolve the Dispute using the procedure described in this section or if a Party has failed to comply with its obligations as aforesaid, either Party may deliver notice to the other Party of its intent to submit the Dispute to arbitration (“**Arbitration Notice**”). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

Section 13.2 - *Arbitration*. Any Dispute arising out of, or in connection with, this Agreement and not settled by the procedure prescribed in Section 13.1, shall (regardless of the nature of the Dispute) be finally settled in the province of Ontario by arbitration in accordance with the Arbitration Act (Ontario).

Section 13.3 - *Continued Performance*. During the pendency of any arbitration, Operator and Owner shall continue to perform their obligations under this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 - *Assignment*. Neither Owner nor Operator may assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto, except that this Agreement may be assigned by Owner without such prior consent to any successor of Owner, to a person or entity acquiring all or substantially all of the Project, or to a Lender or any purchaser of the Project upon the exercise of remedies by a

Lender with respect to the Material Contracts. Operator hereby consents to the assignment by Owner of a security interest in this Agreement to Lenders. Operator further agrees to execute documentation to evidence such consent reasonably required by the Lenders typical for project finance. Operator recognizes that such consent may grant certain rights to such Lenders, which shall be fully described in the consent documents, provided that nothing herein shall obligate the Operator to provide any Management Services in addition to those provided to the Owner hereunder.

Section 14.2 - Access to Project.

(a) Operator. The Owner shall provide Operator with access to the Project sites as reasonably necessary to allow Operator to perform the Management Services, including ingress and egress rights to the Projects for Operator and its employees, contractors and subcontractors, and local electric utility personnel.

(b) Cooperation. During any inspection or review of the Project, each of Owner, Lender and their respective agents and representatives shall cause authorized visitors to comply with Operator's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Operator's activities. Operator agrees to cooperate fully with Owner, Lender and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Project.

Section 14.3 - Force Majeure. If either Owner or Operator is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, the Party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected Party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other Party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses its reasonable commercial efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either Party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

Section 14.4 - Amendments. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

Section 14.5 - Survival. Notwithstanding any provisions herein to the contrary, the obligations set forth in Articles 6, 9, 11 and 13, and the limitations of liabilities set forth in Article 11, shall survive in full force despite the expiration or termination of this Agreement.

Section 14.6 - *No Waiver*. It is understood and agreed that any delay, waiver or omission by Owner or Operator with respect to enforcement of required performance by the other under this Agreement shall not be construed to be a waiver by Owner or Operator of any subsequent breach or default of the same or other required performance on the part of Owner or Operator.

Section 14.7 - *Notices*. All notices and other communications (collectively "**Notices**") required or permitted under this Agreement shall be in writing and shall be given to each Party at its address or fax number set forth in this Section 14.7 or at such other address or fax number as hereafter specified as provided in this Section 14.7. All Notices shall be (i) delivered personally or (ii) sent by fax, electronic mail, telegraph, registered or certified mail (return receipt requested and postage prepaid), or (iii) sent by a nationally recognized overnight courier service. Notices shall be deemed to be given (A) when transmitted if sent by fax, electronic mail, or telegraph (provided the transmittal is confirmed) provided notices sent by email shall be deemed delivered when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section, or (B) upon receipt by the intended recipient if given by any other means. Notices shall be sent to the following addresses:

To Operator:

Faisal Shahab
O&M Manager
Company: *Grasshopper Solar Corporation*
Phone: +1 (886) 310 - 1575
Fax: +1 (886) 400 – 7831
e-mail: Faisal.Shahab@grasshoppersolar.com
Address: 5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

With a copy to:

Ryan Ward
Controller
Company: *Grasshopper Solar Corporation*
Phone: +1 (886) 310 - 1575
Fax: +1 (886) 400 – 7831
e-mail: Ryan.Ward@grasshoppersolar.com
Address: 5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

To Owner:

Saied Nadjafi
 Executive Chairman
 Phone: +1 (886) 310 - 1575
 Fax: +1 (886) 400 – 7831
 e-mail: Saied.Nadjafi@grasshoppersolar.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

with a copy to:

Leonid Mednik
 President
 Phone: +1 (886) 310 - 1575
 Fax: +1 (886) 400 – 7831
 e-mail: l.mednik@spowercapital.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

Section 14.8 - *Fines And Penalties*. If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against Operator or Owner arising from Operator's failure to operate and maintain the Project in accordance with Applicable Laws without Owner's prior written consent, such fines and penalties shall, subject to the limitations set forth in Article 10, be the sole responsibility of Operator and shall not be deemed a Reimbursable Cost.

Section 14.9 - *Representations And Warranties*. Each Party represents and warrants to the other Party that:

(a) such Party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;

(b) to the best of such Party's knowledge, the execution, delivery and performance by such Party of this Agreement, does not and will not materially conflict with any legal, contractual, or organizational requirement of such Party; and

(c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement.

Section 14.10 - *Counterparts*. The Parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both Parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

Section 14.11 - *Governing Law*. This Agreement is executed and intended to be performed in the province of Ontario and the laws of the province and laws of Canada applicable therein shall govern its construction, interpretation and effect.

Section 14.12 - *Partial Invalidity*. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

Section 14.13 - *Captions*. Titles or captions of Sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

Section 14.14 - *Dollar Amounts*. All amounts of money in this Agreement are denominated in the currency of Canada (written as “CAD\$”).

Section 14.15 - *Vendor's Warranties and Warranty Disclaimers*. For Owner's benefit, Operator shall obtain from sellers of equipment, material, or services (other than the Management Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties obtained. Other than the standard of performance set forth in Section 3.4 of this Agreement, Operator makes no express or implied warranties concerning the Management Services provided by it pursuant to this Agreement, including validity or enforceability of any warranty of or regarding the equipment (including defects, proper functioning or power output), warranty claim processing times or responses, amount of any energy, performance output, revenues, profits, energy costs, or savings generated or caused by the Projects, products provided, any implied warranties of merchantability or fitness for a particular purpose, or installation, design, description, quality, completeness or useful life (“**Warranty Disclaimer**”). Any work, services, products or warranties provided by a construction contractor, Project operator, or a manufacturer are not incorporated, in any way, into the Management Services or this Agreement; provided that Operator shall ensure, as reasonably practicable, that the Managed Entities receive the warranties from any subcontractors or Service Providers for any Management Services they provide.

Upon Owner's request, Operator agrees to take such reasonable steps as are necessary, short of litigation, to enforce said warranties provided that the costs any additional steps requested of Operator shall be deemed a Reimbursable Cost. Each such warranty shall be enforceable by Owner for Owner's benefit or assignable by Operator to Owner without any further action or consent by or on the part of any third party. Unless otherwise requested, Operator shall administer such warranties and immediately notify Owner of any defects discovered or suspected that may be covered by such warranties. When requested, Operator shall assign any such warranty to Owner and assist Owner with the administration and enforcement of such warranty, or, if such warranty is not assignable to Owner, assist Owner with the administration and enforcement of such warranty.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

**GSC Solar Fund II LP,
by its general partner GSC Solar Fund II GP Inc.**

By: _____

Name: Mohammad Osman Sediqi
Title: President

Grasshopper Solar Corporation

By: _____

Name: Ryan Ward
Title: Controller

Cleave Energy Holdings Ltd.

By: _____

Name: Leo Mednik
Title: President

2421907 Ontario Limited

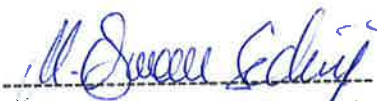
By: _____

Name: Leo Mednik
Title: President

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**GSC Solar Fund II LP,
by its general partner GSC Solar Fund II GP Inc.**

By:


Name: Mohammad Osman Sediqi
Title: President

Grasshopper Solar Corporation

By:


Name: Ryan Ward
Title: Controller

Cleave Energy Holdings Ltd.

By:


Name: Leo Mednik
Title: President

2421907 Ontario Limited

By:


Name: Leo Mednik
Title: President

APPENDIX A
MANAGEMENT SERVICES

APPENDIX A
MANAGEMENT SERVICES

Item	Description	Operator		Comments
		AM	O&M	
1.000	Asset Management			
1.100	Technical			
1.101	Oversight / management of Service Providers	X		
1.102	Operating Records and Reports	X		
1.103	Timely dissemination of information to stakeholders	X		
1.104	Review and audit availability & performance guarantee obligations	X		
1.105	Report on overall performance (monthly)	X		
1.106	Oversight & coordination of the handling of claims, warranty obligations.	X		
1.107	Annual reports on all claims	X		
1.108	Managing of key material permits and contracts such as:	X		
	a. FIT and microFIT contracts			
	b. Connection Agreements			
	c. Lease Agreements			
	d. O&M Agreements			
	e. Environmental Permits (where applicable)			
1.200	Financial / Commercial			
1.201	Insurance administration	X		
1.202	Interface with lenders, investors, Governmental Authorities, etc.	X		
1.203	Managed Entity/Project Co. representation	X		
1.204	Processing and handling account receivable and payables	X		
1.205	Bank Accounts and Disbursement of Funds	X		
1.206	Monthly bank account reconciliation, acct's rec., acct's pay.,	X		
1.207	Records of all receipts of expenditures made on behalf of Owner	X		
1.208	Accounting and financial reporting	X		
1.209	Preparing support material for audits	X		Frequency: annually
1.210	Tax preparation/filing/administration	X		
1.211	Corporate tax returns	X		
1.212	HST returns	X		
1.213	45 days after quarter end or within 90 days of the year ending (as applicable), provide	X		Frequency: quarterly and annually
	· status of operations for the period	X		
	· current balance sheets compared to the last Fiscal Year audited balance sheet (i.e. December 31st), including historical quarterly balance sheets (for current Fiscal Year) prepared in accordance with ASPE			
	· current quarterly and year-to-date income statements compared to prior comparable periods prepared in accordance with ASPE			
	· current quarterly and year-to-date monthly cash flow statements compared to prior comparable periods prepared in accordance with ASPE			
	· balance sheet accounts, not limited to other current asset/liabilities, other non-current asset/liabilities, accrued expenses, prepaid expenses, other receivables, etc.;			
1.214	Prepare and submit an annual budget	X		Frequency: annually
1.215	Permits; Regulatory Compliance	X		
2.000	Operations & Maintenance			
2.100	Monitoring Services			
2.101	Remote Collection, hosting and processing of Project monitoring data		X	Routine
2.102	Remote monitoring		X	Routine
2.103	Creation of Service tickets for field service dispatch		X	Routine
2.104	Onsite Communications: Payment of service fee for cellular service to and from the DAS Project gateways.		X	Routine
2.105	Notify Owner of material breakdowns and periods of unavailability of Projects		X	Routine
2.200	General administrative activities & warranty claim administration			
2.201	Project performance supervision		X	
2.202	Warranty administration		X	18 hours/annum/Project
2.203	Preventive Maintenance scheduling		X	
2.204	Review and analysis of equipment failures		X	
2.205	Spare parts		X	
	Maintaining a current inventory of materials and procuring all services, Spare Parts, operational materials, consumables, tools and shop equipment, or any other items or materials required to operate or maintain the Project. Operator will identify required items, cost and quantity.			
2.300	Response and Unplanned Events			
2.301	Response: Dispatch technicians to the applicable Projects in response to an unplanned or planned Project outage or material Project underperformance and notify Asset Management accordingly.		X	Routine
2.302	All communication and Interaction with LDC		X	Routine
2.400	Preventive Maintenance (PM)			
2.401	PM Array		X	Frequency: 1 per year
	• Inspect DC disconnects and combiners			
	• Inspect and, if necessary, re-torque conductors to specifications and tighten wire harness			
	• Visually inspect wire runs/piping/conduit			
	• Visually inspect for corrosion at bussing and exposed electrical connections			
	• Inspect array structure for damage and debris			
	• Vegetation inspection			
2.402	Module Visual Inspection		X	Frequency: 1 per year
	• Top glass inspection			
	• Backsheet inspection			
	• Junction box inspection			
	• Module attachment visual inspection, by sample			

Item	Description	AM	O&M	Comments
2.403	DAS & MET Stations Activities (where applicable) • Visually inspect enclosure for integrity, corrosion and moisture intrusion, remove debris and clean if necessary • Check connections and wire management within DAS System and modem enclosures • Functional check enclosure fans, clean if necessary • Back glass module temperature sensor check • Ambient air temperature sensor check • Clean pyranometer housing or photocells • Verify pyranometer positioning • Calibration of pyranometer as per manufacturer's guidelines		X	Frequency: 1 per year
2.404	Inverter Visual Activities • Inspect inverter exterior for damage, corrosion, moisture intrusion, labeling and basic condition of housing • Verify functionality of inverter display Mechanical Activities • Re-torque AC and DC connections, as necessary • Clean inverter internals • Check and replace filters per manufacturer's recommendations • Check coolant levels • Check that grounding conducts are intact and tight to inverter enclosure		X	Frequency: 1 per year
2.405	Tracker (where applicable) • Visual inspection of exterior condition of the tracker • Visual inspection of hydraulic lines for oil leakage • Visual inspection of controllers and motors • Perform maintenance of trackers as suggested by the manufacturer (so long as same are valid and have not expired)		X	Frequency: 1 per year
2.406	Transformer Inspection (where applicable) • Inspect physical and mechanical condition • Inspect anchorage, alignment, and grounding • Verify the bushings are clean • Verify tightness of accessible bolted electrical connections by inspecting torque marks • Perform visual inspections as recommended by the manufacturer • Visually inspect gauges for proper operation • Verify presence and integrity of transformer surge arresters		X	Frequency: 1 per year only for oil-type transformer
2.407	Switchgear Activities (where applicable)		X	Frequency: 1 every 3 years
2.500	Site Maintenance (SM) & Other Project Specific O&M Services			
2.501	Vegetation abatement (where applicable)		X	Frequency: 1 per year for C&I Projects only. See Note 1.
2.502	Roads/fences/buildings/drain visual inspection (where applicable)		X	Frequency: 1 per year for C&I Projects only. See Note 1.
2.600	Corrective Maintenance (CM)			
2.601	Corrective Maintenance		X	As needed
2.602	Removal & Reinstallation		X	Frequency: 1

Notes & Assumptions

- For ground mount Projects, it is considered one (1) vegetation abatement and one (1) visual road, fence, and drain visual inspection per year.
- For Projects that have step-up transformers, it is considered one (1) transformer visual inspection per year and for those transformers oil-type, one oil test per year is considered with a Transformer PM every 3 years.
- Operator shall perform all necessary corrective maintenance on the solar system, which includes maintenance adjustments, correction of loose electrical connections, ground connections, repair, replacement of defective/broken modules, inverters, modules tracker/tracking components, roof and rack repairs, and other non-major repair or replacement work.
- Removal & Reinstallation is considered once during the Term of the Agreement.

APPENDIX B
LABOR RATES¹

Position	Hourly Rate
Master Electrician ²	\$150
Lead Electrician ²	\$125
Journeyman Electrician ²	\$100
Apprentice Electrician ²	\$75
Laborer ²	\$35
Warranty Management (in excess of cap)	\$200
Reporting Analyst	\$125
Legal Support	\$200

Notes

1. Each of the hourly rates set forth in this Appendix are subject to annual escalation as set forth on Appendix C of this Agreement.

2. Rates subject to adjustment for overtime.

APPENDIX C
PROJECTS

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
308321	473 South Big Island Rd	473 S. Big Island Rd, Demorestville, ON K0K 1W0	C&I	Rooftop	114.40	26-Feb-18	advance monthly	\$30	\$3,432	1.00%
308322	162 Fish Lake Rd	162 Fish Lake Rd, Demorestville, ON K0K 1W0	C&I	Rooftop	68.64	26-Feb-18	advance monthly	\$30	\$2,059	1.00%
308323	1944 County Rd #5	1944 County Rd #5, Picton, ON K0K 2T0	C&I	Rooftop	162.24	26-Feb-18	advance monthly	\$30	\$4,867	1.00%
308324	247 Kingsley Rd	247 Kingsley Rd., Picton, ON K0K 2T0	C&I	Rooftop	334.62	26-Feb-18	advance monthly	\$30	\$10,039	1.00%
308325	48 Nery Ave	48 Nery Ave., Picton, ON K0K 2T0	C&I	Rooftop	101.40	26-Feb-18	advance monthly	\$30	\$3,042	1.00%
308326	553 County Rd 22	553 County Rd 22, Picton ON K0K 2T0	C&I	Rooftop	340.08	26-Feb-18	advance monthly	\$30	\$10,202	1.00%
308327	3154 County Rd 1	3154 County Rd 1, Bloomfield, ON K0K 1G0	C&I	Rooftop	56.36	26-Feb-18	advance monthly	\$30	\$1,691	1.00%
308328	15860 Loyalist Pkwy	15860 Loyalist Pkwy, Bloomfield, ON K0K 1G0	C&I	Rooftop	328.19	26-Feb-18	advance monthly	\$30	\$9,846	1.00%
308329	1036 Gilead Rd	1036 Gilead Rd, Bloomfield, ON K0K 1G0	C&I	Rooftop	149.18	26-Feb-18	advance monthly	\$30	\$4,475	1.00%
308330	13644 Loyalist Pkwy	13644 Loyalist Pkwy, Picton, ON K0K 2T0	C&I	Rooftop	114.92	26-Feb-18	advance monthly	\$30	\$3,448	1.00%

Notes

- Each of the Management Services Fee in this Appendix C are subject to annual escalation to be effective as of the second January 1 occurring after the Effective Date, and on each subsequent January thereafter.
- In the case of a Contract Year of less than 12 month for any particular Project, to be paid pro rata a portion thereof.
- This is Appendix C to the Management Services Agreement dated February 26, 2018.

FIRST AMENDMENT TO THE MANAGEMENT SERVICES AGREEMENT

This First Amendment (the “**Amendment**”) is entered into by and among GSC Solar Fund II LP, a limited partnership existing under the laws of the Province of Ontario (the “**Owner**”), and Grasshopper Solar Corporation, a corporation incorporated under the laws of the Province of Ontario (the “**Operator**”), as of March 3, 2020 (the “**Effective Date**”).

RECITALS:

- A. The Owner and the Operator are parties to a Management Services Agreement dated May 31, 2018 (the “**Agreement**”), made in connection with the provision of operation, maintenance, and management services for certain power generation facilities.
- B. The Owner and the Operator desire to supplement Appendix C to the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Interpretation. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Amendment to Appendix C. Appendix C to the Agreement is supplemented by Schedule A attached to this Amendment.
3. Benefits. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
4. Effect. Except as expressly herein amended, the terms and conditions of the Agreement shall remain in full force and effect.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

[Signature pages to follow]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

GSC SOLAR FUND II LP, by its general partner, **GSC SOLAR FUND II GP INC.**

By: 

Name: Ryan Ward

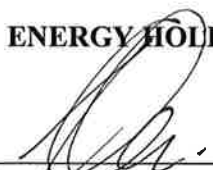
Title: Authorized Signing Officer

GRASSHOPPER SOLAR CORPORATION

By: 

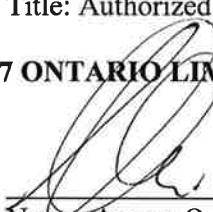
Name: Ryan Ward

Title: Authorized Signing Officer

ACKNOWLEDGED BY:**CLEAVE ENERGY HOLDINGS LTD.**By: 

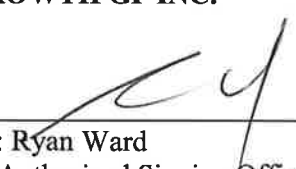
Name: Azeem Qureshi

Title: Authorized Signing Officer

2421907 ONTARIO LIMITEDBy: 

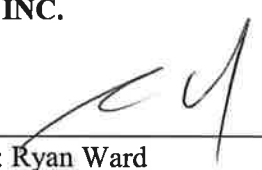
Name: Azeem Qureshi

Title: Authorized Signing Officer

**GENGROWTH ENERGY LP, by its general partner,
GSC GENGROWTH GP INC.**By: 

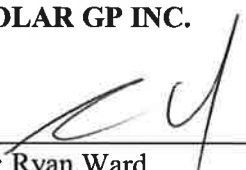
Name: Ryan Ward

Title: Authorized Signing Officer

BIIDAASKE INC.By: 

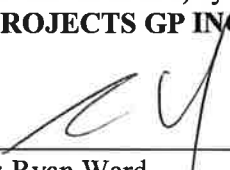
Name: Ryan Ward

Title: Authorized Signing Officer

**CELESTE SOLAR LP, by its general partner,
CELESTE SOLAR GP INC.**By: 

Name: Ryan Ward

Title: Authorized Signing Officer

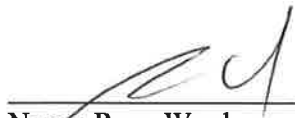
**GSC SPN 4 PROJECTS LP, by its general partner,
GSC SPN 4 PROJECTS GP INC.**By: 

Name: Ryan Ward

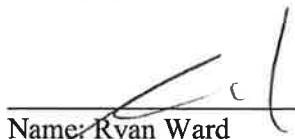
Title: Authorized Signing Officer

- 4 -

**SPN LP 14, by its general partner, SOLAR POWER
NETWORK 007 INC.**

By: 
Name: Ryan Ward
Title: Authorized Signing Officer

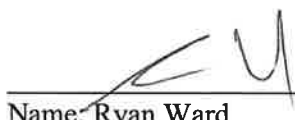
**SPN LP 15, by its general partner, SOLAR POWER
NETWORK 007 INC.**

By: 
Name: Ryan Ward
Title: Authorized Signing Officer

**SPN LP 10, by its general partner, SOLAR POWER
NETWORK 006 INC.**

By: 
Name: Ryan Ward
Title: Authorized Signing Officer

**GSC SOUTHLAKE SOLAR LP, by its general
partner, GSC SOUTHLAKE SOLAR GP INC.**

By: 
Name: Ryan Ward
Title: Authorized Signing Officer

RISING SUN COMMUNITY POWER CORP.

By: 
Name: Ryan Ward
Title: Authorized Signing Officer

**SCHEDULE A
SUPPLEMENTED PROJECTS**

See attached sheet.

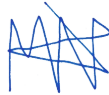
APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)
308754	Fire Route 53	3 Fire Route 53, Havelock, ON K0L 1Z0	C&I	Ground mount	598.40	21-Oct-19	advance monthly	\$20
308755	313 Pipeline Rd	313 Pipeline Road, Cramahe, ON K0K 1M0	C&I	Ground mount	299.20	11-Oct-19	advance monthly	\$20
308756	8010 Stonehouse Rd	8010 Stonehouse Road, Campbellcroft, ON L0A 1B0	C&I	Ground mount	598.40	21-Oct-19	advance monthly	\$20

Notes

1. Each of the Management Services Fee in this Appendix C are subject to annual escalation to be effective as of the second January 1 occurring after the Effective Date, and on each subsequent January thereafter.
2. In the case of a Contract Year of less than 12 month for any particular Project, to be paid pro rata a portion thereof.

This is Exhibit “E” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September 21, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read 'MIKE NOEL', with a stylized, overlapping design.

Commissioner for Taking Affidavits (or as may be)

MIKE NOEL



Grasshopper Solar Corporation

Amended and Restated

Management Services Agreement

AMENDED AND RESTATED MANAGEMENT SERVICES AGREEMENT

This Amended and Restated Management Services Agreement ("**Agreement**") is entered into by and among GSC Solar Leasing LP, a limited partnership existing under the laws of the Province of Ontario (the "**Owner**"), and Grasshopper Solar Corporation, a corporation incorporated under the laws of the Province of Ontario (the "**Operator**"), as of March 19, 2018 (the "**Effective Date**").

RECITALS

WHEREAS, GSC Solar Leasing LP and the Operator entered into a Management Services Agreement dated January 1, 2016;

WHEREAS, Owner desires to continue to engage Operator to provide the Management Services pursuant to the terms and conditions of this Agreement; and

WHEREAS, Operator provides operation, maintenance and management services for generation facilities and desires to provide for the Managed Entities, the Management Services (as defined below) pursuant to the terms and conditions of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 AGREEMENT

Section 1.1 - *Agreement*. This Agreement consists of the terms and conditions set forth in the sections captioned by numbered article designations ("**Articles**") and the following appendices, which are incorporated and made part this Agreement by this reference and are included in any reference to this Agreement.

Appendix A – Management Services
Appendix B – Labour Rates
Appendix C - Projects

If the terms and conditions of the Articles of this Agreement vary or are inconsistent with any portion of the Appendices, the terms of the Articles of this Agreement shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Articles. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. Neither Party will be bound by or be deemed to

have made any representations, warranties, commitments, or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.

Section 1.2 - *Effective Date and Term*. The initial term of this Agreement shall commence on the Effective Date and continue until the seventh (7th) anniversary of the Effective Date (the “**Initial Term**”), and shall automatically renew and continue for an additional one (1) year term (each such one year term occurring after the Initial Term, a “**Renewal Term**” and, collectively, the total time period of each Renewal Term and the Initial Term, the “**Term**”), unless either Party, no later than one hundred and ninety (190) days prior to expiration of the Initial Term or a Renewal Term, as applicable, provides written notice to the other Party that the Agreement shall terminate upon the expiration of the Initial Term or Renewal Term, as applicable, or unless earlier terminated pursuant to Section 7 hereof.

Section 1.3 - *Relationship of the Parties*. Operator has been retained by Owner as an independent contractor to operate, maintain and manage the Projects on behalf of Owner, in accordance with Prudent Industry Practices and the requirements of the Material Contracts. Owner has delegated to Operator overall responsibility for operating, maintaining and managing the Project to ensure solar PV systems are functional, operational and produce solar electric energy and meet all requirements under the Material Contracts. Neither Operator nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Operator is the agent of Owner to the limited extent that this Agreement expressly grants Operator the authority to act on behalf of Owner.

Section 1.4 - *Representatives*. Owner and Operator shall each designate a representative (“**Designated Representative**”) to act on its behalf in overseeing the performance of this Agreement. Owner and Operator may change their respective Designated Representatives upon written notice to the other Party given as provided in this Agreement. Designated Representatives shall be the primary means for communication and all other interactions between Owner and Operator that are required under this Agreement. Designated Representatives shall have the power and authority to bind their respective principals under the terms of this Agreement, with any required internal corporate approvals with respect to such authority being the responsibility of each representative to obtain from his or her principal.

ARTICLE 2 DEFINITIONS

Section 2.1 - *Definitions*. Unless otherwise required by the context in which a defined term appears, the following terms shall have the meanings specified in this Article 2. Terms that are defined in other Articles shall have the meanings given to them in those Articles.

“Additional Services” means services not specifically listed as Management Services in Section 3.1 or services listed as Management Services in Appendix A that are requested by Owner to be performed more frequently than as set forth therein.

“Affiliate” means, with respect to a Person, any direct or indirect parent company of such Person, and any present or future company that controls, is controlled by, or is under common control with such person. Notwithstanding the foregoing, the Operator shall not be considered to be an Affiliate of any Managed Entity for purposes of this Agreement.

“Applicable Law” means any constitution, statute, writ, law, rule, regulation, ordinance, judgment, order, decree, governmental approval or Permit, or any published directive or requirement that has the force of law, or other governmental restriction that has the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, applicable to and/or binding on a Project, a Managed Entity or a Managed Entity’s shareholder or unitholder, as the context may require, and in each case as amended, modified and/or supplemented.

“ASPE” means Accounting Standards for Private Enterprises as published by the Accounting Standards Board for use in Canada.

"Bankruptcy" means a situation in which (i) a Party’s actions under applicable debtor relief laws demonstrate an inability to pay its debts as they mature or a need for protection from its creditors; (ii) a court of competent jurisdiction approves a petition filed against a Party, which petition sought relief for the Party’s creditors, and the action of the court remains in effect for an aggregated period of 60 days (whether or not consecutive); (iii) a Party admits in writing its inability to pay its debts as they mature; (iv) a Party gives notice to any person or entity of its current (or pending) insolvency or suspension of operations; or (v) a Party makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of its creditors.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close in Ontario.

“Commencement Date” means, with respect to a Project, the commencement date set forth on Appendix C for such Project.

"Contract Year" means: (i) for the first Contract Year, that period from the date of this Agreement to and including December 31 of such year; and (ii) for each Contract Year thereafter, the calendar year.

“Cost Plus” has the meaning set forth in Section 5.6 hereof.

“Dollar” and “\$” means the lawful dollar of Canada.

“Effective Date” shall have the meaning set forth in the preamble to this Agreement.

"Force Majeure Event" means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, and which could not have been avoided by due diligence and / or use of reasonable efforts, which prevents the performance by such affected Party of its obligations hereunder; provided, that a "Force Majeure Event" shall not be deemed to have occurred or to be continuing unless the party claiming Force Majeure complies with the requirements of Section 14.3 (*Force Majeure*). Subject to the foregoing, "Force Majeure Event" shall include, as to either Party, explosion and fire (in either case to the extent not attributable to the negligence of the affected Party), flood, earthquake, storm or other natural calamity or act of God, strike or other labour dispute, war, insurrection or riot, actions or failures to act by a Governmental Authority or officials, failure to obtain governmental permits or approvals (despite timely application thereof and due diligence) and changes in laws, rules, regulations, orders or ordinances affecting operation of the Projects, which events were not pending on the date of this Agreement.

"Governmental Authority" shall mean any foreign, federal, state, local or other governmental, regulatory, or administrative agency, court, commission, department, board or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority.

"Hazardous Materials" means any chemicals, materials, substances, or items in any form, whether solid, liquid, vapor, gaseous, semisolid, or any combination thereof, which are listed or regulated as hazardous, toxic or dangerous, or for which liability or standards of care are imposed, under any environmental law, and any substances included in the definition of "hazardous debris," "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," "pollutants," "contaminants" or words of similar import, under any environmental laws.

"IESO" means the Independent Electricity System Operator including contracts with its predecessor Ontario Power Authority (collectively the "IESO").

"Initial Term" has the meaning set forth in Section 1.2.

"Lender(s)" means

(i) any person that has made loans to Owner or Owner's Affiliates, its successors or permitted assigns for the financing or refinancing of the Projects (or any part thereof) or which loans are secured by the Projects (or any part thereof), or that has otherwise made loans to the financing of the Projects (or any part thereof),

(ii) the holder(s) of indebtedness evidencing any such loans or any person or entity lawfully acting on behalf of such holders, or

(iii) any person or entity that purchases the Projects (or any part thereof) in connection with a sale-leaseback or other lease arrangement in which Owner is the lessee of the Projects pursuant to a net lease.

"Local Distribution Company (LDC)" means the owner or operator of a Distribution System who is licensed by the OEB-Ontario Energy Board as an electricity distributor.

“Managed Entity” means each Project Company and its direct and indirect parents, if such Persons are owned (directly or indirectly) by the Owner.

“Management Services” shall have the meaning set out in Section 3.1 and for greater certainty includes the O&M Services set forth in subsection 3.1(q).

"Management Services Fee" means an annual operating fee paid to Operator as set forth in Section 5.2.

“Material Contracts” means operations and maintenance agreements, microFIT and FIT contracts, lease agreements, project finance agreements, connection agreements, and any other material agreement executed by Owner for the development, construction, operation, interconnection, maintenance, and repair of, and procurement of equipment for, the Projects (and any other agreement related or ancillary thereto, including without limitation, third-party, contractor or vendor guarantees and warranty agreements), as each may be amended, supplemented or modified from time to time.

"Operating Manuals" means the operating data, design drawings, specifications, vendors' manuals, warranty requirements, procedures (including those for maintenance of the Project and environmental and safety compliance), and similar materials with respect to the Project.

“Operator” shall have the meaning set forth in the preamble to this Agreement.

“Party” or “Parties” shall mean the Operator and the Owner, individually or collectively, as appropriate.

“Permits” shall mean all permits, licenses, approvals and authorizations necessary for the construction, installation, ownership, operation and maintenance of the Projects and the sale of electric power produced by the Projects.

“Person” shall mean any natural person, partnership, limited partnership, limited liability partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), limited liability corporation, unlimited liability company, joint stock company, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or Governmental Authority, agency or entity however designated or constituted and pronouns have a similarly extended meaning.

“Premises” means collectively, the real property upon which a Project is located, at the address set forth in Appendix C to this Agreement.

"Project" means constructed, connected to the grid and fully operational solar power system on properties qualified to participate under the IESO microFIT and FIT program with solar PV array system generating solar electricity for sale to the Local Distribution Company “LDC” in the province of Ontario owned and/or leased directly or indirectly by the Owner as listed from time to time in Appendix C.

“Project Company” means a special purpose entity owning a Project.

"Prudent Industry Practices" means practices, methods and acts engaged in or approved by a significant portion of the solar electrical power generation industry in Ontario with respect to the maintenance of systems similar to the Project that, during the relevant time period, in the exercise of prudent and reasonable judgment by those experienced in the industry in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, dependability, efficiency, economy, and applicable law, regulations, codes, standards and permits. Prudent Industry Practices are not intended to be the optimum practices, methods or acts to the exclusion of all others, but rather are intended to be a range of acceptable practices, methods or acts.

"Reimbursable Costs" has the meaning set forth in Section 5.3.

“Renewal Term” has the meaning set forth in Section 1.2.

“Service Providers” means i) each Affiliate of the Operator who is capable of performing the services desired, and ii) each of the auditor, tax preparer and each other independent third party, in the case of each of clauses (i) and (ii), engaged by Operator or by any Managed Entity to perform services for such Managed Entity, including, without limitation, certified public accountants, tax return preparers, law firms, engineering firms, O&M providers, monitoring providers and other professional advisors and consultants.

“Spare Parts” means materials, equipment and other items necessary for the performance of non-major corrective maintenance, replacement, repair or rehabilitation activities and other O&M Services, which shall include without additional charge to Owner, provision of, inverter filters, fans, boards, electrical fuses, breakers, temperature devices related to weather station, hardware, tracker and racking parts, paint and other routine material and consumables used in the performance of the O&M Services. For greater clarity Spare Parts exclude major equipment which shall be provided by Owner.

“Term” shall have the meaning set forth in Section 1.2.

“Warranty” or “Warranties” shall mean, with respect to a Project, the Project warranty provided under the applicable engineering, procurement, and construction contract for the Project and all of the other warranties owned or retained by Owner related to modules, inverters, transformers, trackers, racking, combiners, and other components supplied to Owner, in each case, for which copies of all relevant documentation in relation thereto have been provided to Operator.

Section 2.2 – *Rules of Interpretation*. The following rules of interpretation shall apply to this Agreement:

(a) Words in the singular shall include the plural and vice versa, and references to one gender shall include other genders;

(b) Unless otherwise expressly stated, a reference to an Appendix, Schedule, Section shall be a reference to an exhibit, schedule or section (as the case may be) of this Agreement;

(c) Unless otherwise expressly stated, the words “this Agreement,” “hereof,” “herein,” “hereunder,” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) If a period of time is specified from a given day, or from the day of an act or event, it shall be calculated inclusive of that day;

(e) A reference to “includes” or “including” shall mean “includes without limitation” or “including without limitation,” as applicable;

(f) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified and whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day;

(g) The Appendices attached to this Agreement constitute part of this Agreement and are incorporated herein for all purposes;

(h) References to any agreement or contract, including this Agreement, shall be interpreted to mean such agreement as amended, amended and restated, supplemented and/or otherwise modified in accordance with its terms from time to time; and

(i) A reference to a Party or any other person or entity includes a reference to its successors and permitted transferees and assigns.

ARTICLE 3 MANAGEMENT SERVICES

Section 3.1 - *Management Services*. With respect to a Managed Entity, commencing on the Commencement Date for such applicable Project and continuing throughout the remainder of the Term, unless this Agreement is terminated pursuant to Article 7, subject to any rights of Operator herein to suspend performance, Operator shall perform, or cause to be performed, the services as expressly set forth in this Section 3.1 (“**Management Services**”) on behalf of each Managed Entity. For the avoidance of doubt, the following list of Management Services included in this Section 3.1 is exhaustive and Operator shall not be required to perform any other services other than what is expressly specified in this Section 3.1, and Operator is not liable to perform any

of the Management Services if the Owner does not reasonably cooperate with Operator in its performance of the Management Services.

(a) Collections and Payments. Operator shall (i) promptly remit or direct to be remitted from funds of each Managed Entity, amounts in payment of the expenses of each Managed Entity as required by the Material Contracts and (ii) collect all funds due to the Managed Entities; provided that nothing herein shall imply any guarantee or undertaking by Operator with respect to the collection of amounts due to any Managed Entity which remain uncollected after commercially reasonable efforts by Operator to collect such amounts, and nothing herein shall imply any duty of Operator under any circumstances to expend its own funds in payment of the expenses of any Managed Entity. The use of third parties to assist Operator in collection of amounts due will be at the sole expense of the applicable Managed Entity, provided, the Operator has used commercially reasonable efforts to collect such amounts and the Operator has notified the Owner of the failure of the counterparty to pay the amounts due and owing.

(b) Books and Records. Operator shall maintain complete and accurate financial books and records of each Managed Entity's operations in accordance with the requirements of ASPE and make such books and records available for inspection and copying during normal business hours at the registered office of the Operator. The Owner agrees to pay for all third-party costs, including consulting or accounting costs, of maintaining the books and records of each Managed Entity.

(c) Contractual Compliance. Operator shall administer and pursue performance of all non-monetary obligations and timely make and execute such decisions as are required under each Material Contract and related documents and make the reports, give the notices, prepare the certificates and take all similar actions as are required to be taken by each Managed Entity under each Material Contract or Applicable Law; manage relationships with key counterparties, including supervision and monitoring of each Managed Entity's and pursuing each counterparty's compliance (and where necessary or desirable, at such Managed Entity's sole expense, monitoring each counterparty's compliance (to the extent that Operator has knowledge of any breach or default by such counterparty)), with the terms and conditions of each Material Contract.

(d) Taxes. Operator shall (i) request the tax accounting firm designated by the Owner to deliver, or cause to be delivered, all tax returns, information and filings to each Managed Entity and, to the extent required under its organizational documents, to each Managed Entity's shareholder or unitholder, as applicable, (ii) pay out of each Managed Entity's funds (if available from such Managed Entity) all taxes and other governmental charges shown to be due thereon, and (iii) coordinate with each Managed Entity to respond to queries from the accounting firm and tax accounting firm that relate to such Managed Entity.

(e) Finance and Accounting. Operator shall establish and maintain the accounting and reporting systems for each Managed Entity. Operator shall provide full accounting services in accordance with ASPE, including (i) preparation of trial balances, (ii) defining and maintaining a general ledger structure, and (iii) creating and implementing accounting procedures and overseeing research with respect to accounting matters.

(f) Financial Statements and Other Reports. Operator shall use reasonable efforts in overseeing each Managed Entity's accounting firm to ensure that the following reports and financial statements and related footnotes are prepared and delivered at the following times:

(i) Within forty-five (45) days of the quarter ending or within ninety (90) days of the year ending (as applicable):

(1) current balance sheets compared to the last Fiscal Year audited balance sheet (i.e. December 31st), including historical quarterly balance sheets (for current Fiscal Year) prepared in accordance with ASPE;

(2) current quarterly and year-to-date income statements compared to prior comparable periods prepared in accordance with ASPE;

(3) current quarterly and year-to-date monthly cash flow statements compared to prior comparable periods prepared in accordance with ASPE;

(4) schedule of "non-cash items" for cash from operations (monthly and year-to-date);

(5) year to date equity roll forward prepared in accordance with ASPE;

(6) detail of balance sheet accounts, not limited to other current asset/liabilities, other non-current asset/liabilities, accrued expenses, prepaid expenses, other receivables, etc.;

(7) schedule of capital expenditures; and

(8) PP&E and intangibles roll forward.

(g) Annual Budget. Operator shall prepare or cause to be prepared, and shall submit to the Owner, an annual capital and operating budget for each Managed Entity prior to the start of each Fiscal Year (the "**Annual Budget**"). To the extent that amounts relating to any items of a proposed Annual Budget are not approved, the corresponding amounts for the items in the preceding year's Annual

Budget will continue as part of the Annual Budget for such year until a more current amount for such item is approved.

(h) Financial Statements. Operator shall engage, coordinate and interact with each Managed Entity's independent auditors to cause the delivery of the financial statements required to be delivered under the Material Contracts;

(i) Permits; Regulatory Compliance. Operator shall (i) obtain (to the extent not previously obtained) and maintain all Permits required or desirable to be obtained by each Managed Entity under the Material Contracts and under all Applicable Laws; (ii) administer all such Permits and liaise and coordinate with all Governmental Authorities having authority over such Permits; (iii) ensure each Managed Entity's compliance with all rules, regulations and orders issued by any Governmental Authority and compliance with any other Applicable Laws; (iv) arrange for and perform all administrative acts necessary for the timely issuance and continued effectiveness of all Permits, including preparation and submission of all reports, notices, forms and approvals; and (v) cause each Managed Entity to comply in all material respects with all Permits.

(j) Insurance. Operator will, with the assistance of a third-party, insurance broker, procure (at each Managed Entity's expense as provided for in the Annual Budget), maintain and renew insurance coverage required to be maintained by such Managed Entity as set forth in its organizational documents and Material Contracts. Operator shall give written notice to the Owner of (i) any written notice of non-renewal or cancellation or any written claim by the applicable insurance company that any insurance policy required to be maintained by a Managed Entity is not in effect promptly after receipt of the same and (ii) any written notice of policy change or any written claim by the applicable insurance company that any insurance policy required to be maintained by a Managed Entity has changed promptly after receipt of the same. Upon request by the Owner, Operator will supply a certificate of insurance (or other information including insurance policies, binders, and cover notes) evidencing (a) the insurance coverage specified in Owner's organizational documents and (b) Material Contracts and that such coverage is in place throughout the appropriate term for each policy, all to be determined in consultation with insurance consultant.

(k) Service Providers. Operator shall engage or cause each Managed Entity to engage Service Providers as reasonably believed by Operator to be necessary or desirable (but with prior written consent of the Owner not to be unreasonably withheld) or as requested by the Owner, to represent or perform services for such Managed Entity, other than the Management Services. Operator shall be entitled to request and rely upon instructions from the Owner with respect to the engagement of any Service Provider. Operator shall supervise and manage any Service Providers; provided further that the fees of such Service Providers engaged by Owner shall be paid by the applicable Managed Entity in accordance with Article 5.

(l) Litigation, Permit Lapses. Upon obtaining knowledge thereof, Operator shall promptly notify Owner in writing of: (i) any event of default under any of the Material Contracts; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Projects or the Management Services; (iii) any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, leases, warranty, approval, authorization or consent relating to the Project or the Management Services; and (iv) any dispute with any governmental authority relating to the Project or the Management Services.

(m) Bank Accounts and Disbursements of Funds. Operator or a Managed Entity shall maintain and, at the direction of each Managed Entity, establish in the name of the applicable Managed Entity, accounts at one or more banks or other financial institutions in compliance with the Managed Entity's credit arrangements. Operator shall have the authority to make any payments required under any of the Material Contracts and any insurance premiums, accountants' fees, taxes, license fees, property taxes, assessments or other Managed Entity expenses as required in this Agreement that are in compliance with such Managed Entity's credit arrangements.

(n) Operating Records. Operator shall maintain, at a location acceptable to Owner, the Project operating logs, records, and reports that document the operation and maintenance of the Project, all in form and substance sufficient to meet Owner's reporting requirements under the Material Contracts. Operator shall maintain current revisions of drawings, specifications, lists, clarifications, and other materials related to operation and maintenance of the Project provided to Operator by Owner and vendors. Operator shall provide Owner reasonably necessary assistance in connection with Owner's compliance with reporting requirements under the Material Contracts, Applicable Laws or any other agreement to which Owner is a party relating to the Project. Such assistance shall include providing reports, records, logs and other information that Owner may reasonably request as to the Project or its operation.

(o) Operating Reports. Operator to furnish or cause to be furnished to Owner the following reports concerning the Project operations and maintenance at the following times:

(1) monthly reports within fifteen (15) Business Days following the last day of each calendar month a progress report regarding the amount of electric energy generated, outages, accidents, and emergencies as per monitoring portal. The actual energy production, which are the meter readings based on LDC statements, to be provided retroactively based on LDCs billing frequency. The monthly report shall include a comparison of such items to the corresponding values for the preceding month and for the corresponding portion of the previous Contract Year; and

(2) annual reports within 60 days after the end of each Contract Year, Operator shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports, the Project operating data for such Contract Year. Within 30 days after submission of each annual report, Operator shall meet with Owner to review and discuss the report and any other aspects of Project operations that Owner may wish to discuss.

(p) Monitoring Services. Operator shall perform the Monitoring Services at the times and frequency specified in Appendix A. These activities include ongoing collection and hosting of system monitoring data and remote monitoring in Operator's operations center. The Monitoring Services shall include the supply of any and all labor, materials, equipment and supervision required for the full and complete performance of such Monitoring Services.

(q) Operations & Maintenance Services ("O&M Services"). Operator shall perform the O&M Services at the times and frequency specified in Appendix A. These activities include site maintenance, preventive maintenance, corrective maintenance, warranty and spare parts management. The O&M Services shall include the supply of any and all labor, materials, equipment and supervision required for the full and complete performance of such O&M Services.

(r) Other Information. Each of the Parties shall promptly submit to other any material information concerning new or significant aspects of the Project's activities and, upon request, shall promptly submit any other information concerning the Projects or the Management Services.

Section 3.2 *Further Clarifications.* Operator shall only perform the Management Services as expressly set forth in Section 3.1 of this Agreement. For avoidance of doubt, the following shall not be an obligation of Operator and are excluded from the Management Services: (i) the compensation, liability, guarantees or responsibility for the financial outcomes, functioning or performance of the equipment or the Projects, except as otherwise expressly provided in this Agreement. Notwithstanding anything herein to the contrary, Operator shall not take any action or provide any service with respect to the Managed Entities that requires the consent of the Managed Entities' shareholders or unitholders, as applicable, under its organizational documents unless the Owner first certifies in writing to Operator that such consent has been obtained. Operator may in its sole discretion retain subcontractors or Service Providers to provide any Management Service pursuant to this Agreement; provided that (a) Operator shall be responsible for any such subcontractor's performance of Management Services as if they had been performed by Operator, (b) any such subcontractors shall be retained solely by Operator, and the Owner shall have no obligation to pay any of Operator's subcontractors or otherwise render performance under this Agreement to any person or entity other than Operator and (c) any such services shall be at no extra cost to the Owner.

Section 3.3 *Projects.* The Parties may from time to time agree to execute an instrument to add or remove Projects from Appendix C hereto and associated Managed

Entities. Upon the execution of such instrument, such Projects and associated Managed Entities shall be subject to or cease to be subject, as applicable, this Agreement.

Section 3.4 - Standards for Performance of the Services; Workmanship Warranty.

(a) **Standards for Performance of the Services.** Operator shall perform the Management Services required under this Agreement, including those set forth in Appendix A, in a prudent, reasonable, and efficient manner and in accordance with (i) Applicable Law, (ii) Prudent Industry Practices, (iii) the Material Contracts, (iv) the applicable Warranties so that such Warranties are not voided (so long as Owner's directives or actions do not void such Warranties) for so long as such Warranties are valid and have not expired, and (v) the applicable insurance policies specified in Article 8 of this Agreement.

(b) **Workmanship Warranty.** In addition to the foregoing, Operator warrants that it shall perform the O&M Services and Additional Services in a good and workmanlike manner and such O&M Services and Additional Services shall be free from defects in workmanship for a period of twelve (12) months after the completion of any such warranty repair, O&M Services or Additional Service. If Operator fails to meet the workmanship warranty contained in this Section 3.4 (b), upon notification by Owner to Operator after the discovery and before the end of such twelve (12)-month warranty period of any defect or deficiency in the O&M Service or Additional Service, Operator shall perform, as Owner's sole and exclusive remedy, at Operator's own cost and expense and without additional charge to Owner, the services necessary to repair, re-perform, or otherwise correct any such defect or deficiency promptly and within a reasonable time, even if such performance to address such defect or deficiency shall exceed such twelve (12)-month warranty period.

Section 3.5- No Liens or Encumbrances. Operator shall maintain the Project free and clear of all liens and encumbrances resulting from any action of Operator or work done at the request of Operator, except for such liens or encumbrances that result directly from nonpayment by Owner of amounts due and owing to Operator under this Agreement.

Section 3.6 - No Action. Except where such action is expressly permitted by this Agreement, Operator shall not take any action that would cause a default under any Material Contract.

Section 3.7 - Emergency Action. If an emergency endangering the safety or protection of persons, the Project, or property located near the Project occurs, Operator shall promptly notify Owner and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Operator shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency, however, such costs will be borne by the Owner except to the extent such emergency is the result of negligence or misconduct on the part of Operator or Operator's Service Providers or other actors for whom Operator is responsible hereunder.

Section 3.8 - *Action in Extraordinary Circumstances*. In the event that

(A) the Project or major Project equipment suffers an unplanned outage (or Operator reasonably believes that such an occurrence is imminent), and

(B) Operator has made reasonable, but unsuccessful, efforts to notify and communicate with Owner regarding such occurrence or imminent occurrence in accordance with the terms of this Agreement, then Operator shall

(i) take all necessary action to prevent or to mitigate such unplanned outage,

(ii) make reasonable efforts to minimize any cost associated with such remedial action,

(iii) continue to attempt to notify and communicate with Owner regarding the occurrence and the remedial action

ARTICLE 4

OWNER RESPONSIBILITIES

Section 4.1 - *Information*. Owner shall provide Operator with all vendor manuals, equipment, materials and Spare Part lists, Project data books and drawings which are provided to Owner pursuant to any Material Contract or by any contractor responsible for construction, installation, repair or maintenance of the Project or a part thereof. Subject to the standards of performance set forth in Section 3.4, Operator shall be entitled to rely upon such information in performance of the Management Services. Owner shall also provide Operator with copies of all Material Contracts and any amendments thereto and any other documents that define the Projects' operating requirements.

Section 4.2 - *Overhaul of Major Equipment and Capital Improvements*. The cost of all major equipment teardowns and overhauls and all capital improvements shall be the responsibility of Owner. Operator shall promptly notify Owner in writing of any such teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements. If Owner has otherwise consented in writing to reimburse Operator for such costs, Operator shall schedule, coordinate, contract and oversee the performance of such activities. Operator also shall be responsible for monitoring and enforcing contract compliance by the contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to Owner by such contractor.

Section 4.3 – *No Liability*. The Owner acknowledges and agrees that Operator shall have no liability or obligation under this Agreement to provide services other than as set forth in Section 3.1 or Appendix A or take on any responsibility, in any way (whether for services, financial, commercial or advisory), related to the profits or losses, performance of the equipment or Projects or operation related to the equipment, warranties or the Projects.

Section 4.4 - *Notice of Damage*. The Owner shall promptly notify Operator of any matters it is aware of pertaining to any damage to or loss of the use of the Projects or that could reasonably be expected to adversely affect the Projects.

Section 4.5 – *The Owner’s Continued Responsibilities for the Project*. The Owner agrees and acknowledges that it retains full responsibility for any services or matters outside or beyond the scope of the Management Services in connection with its ownership, operation and maintenance of the Projects, including that the Owner retains full responsibility for parts or equipment procurement, equipment replacement (in any manner whatsoever), guarantees or warranties related to equipment, workmanship or installation issues with the equipment or Projects, performance issues related to the equipment or Projects, and any profits, losses or damages associated with the Projects. The Owner also accepts and acknowledges that pursuant to this Agreement, Operator is only responsible to provide the specified Management Services expressly set forth in this Agreement, and the Owner will not seek recompense or file any claims against Operator related in any way to any services that are not specifically included as Management Services. In addition, except as otherwise provided for in Section 3.1 or Appendix A, the Owner accepts and acknowledges that it is solely responsible for (a) the security of the Projects or surveillance monitoring services, including any thefts by third parties of equipment, components or any asset associated with the Projects, (b) the proper functioning of the equipment at the Projects, including any warranties, any workmanship issues or equipment defects, (c) the energy output of the equipment and/or any power performance issues of the Projects, (d) design, engineering, procurement or installation issues associated with the Projects, (e) its relationship with and management (including any liabilities) of a construction contractor or any manufacturer-provided equipment related to the Projects, and (f) the financial responsibility for the Projects and the replacement of any equipment or parts, including replacement of any module or inverter, and lost revenue, lost profits and other risks in owning and operating the Projects.

ARTICLE 5 COMPENSATION AND PAYMENT

Section 5.1 - *Payments*. As compensation to Operator for performance of the Management Services hereunder, Owner shall pay Operator an annual operating services fee in the amounts set forth on Appendix C with respect to such Project (the “**Management Services Fee**”), calculated based on the original Commencement Date, or a pro rata portion thereof in the case of a Contract Year of less than 12 months. In addition, Owner shall (at Owner’s Option) either (i) reimburse Operator, in the manner and at the times specified in this Article 5, as modified from time to time, for all Reimbursable Costs or (ii) pay such Reimbursable Costs directly to the applicable third parties.

Section 5.2 – *Management Services Fee*. The Management Services Fee shall be paid by the Owner on a monthly (12x/year) basis, with the first monthly installment of the Management Services Fee due upon the earlier of thirty (30) days after the

Commencement Date for such Project or the last business day of the then-current calendar month. Each following monthly installment shall be due on the first business day of each calendar month during the Term. Effective as of the second January 1 occurring after the Effective Date, and on each subsequent January 1 thereafter, the Management Services Fee with respect to each Project shall be increased by the percentage set forth on Appendix C with respect to such Project.

Section 5.3 - *Reimbursable Costs*. Owner shall reimburse Operator for all third-party costs incurred by Operator in performing the Management Services. Owner's obligation under this provision is subject to (i) Owner's express approval of the costs in writing, or (ii) Operator incurring costs in accordance with Section 3.7 (*Emergency*), or 3.8 (*Extraordinary Circumstances*). Expenditures made by Operator that are required to comply with any Law applicable to the Management Services or to the Project, shall be approved and reimbursed by Owner. Subject to Owner's right to modify the provisions of this Section 5.3 from time to time upon the reasonable request of the Lenders, Owner shall pay Reimbursable Costs as follows:

(a) Operator shall submit to Owner a statement of receipts and disbursements, in detail satisfactory to Owner, together with supporting documentation. Owner shall upon approval reimburse the Operator with the appropriate amount within 15 days.

(b) Operator shall not incur Reimbursable Costs unless permitted by Sections 3.7 (*Emergency*) or 3.8 (*Extraordinary Circumstances*) or be deemed necessary to assure proper system performance and safety. If Owner refuses to authorize expenditures, Operator shall be relieved of those duties or obligations of this Agreement that cannot be performed without the expenditures Owner refuses to approve and damages that may arise as a result thereof.

(c) In all cases, Operator shall use reasonable commercial efforts to mitigate any adverse effect from Owner's refusal to authorize expenditures. Owner's reimbursement of any cost related to the Management Services shall not be construed as Owner's approval or acceptance of the Management Services.

Section 5.4 - *Adjustments and Conditions*. Notwithstanding the payment of any amount pursuant to the foregoing provisions, Owner shall remain entitled to conduct a subsequent audit and review of all Reimbursable Costs incurred and paid by Owner and of any supporting documentation for a period of 60 days after submitting the Reimbursable Costs. If such audit and review show that any amount previously paid by Owner to Operator did not constitute a Reimbursable Cost, Owner may (a) recover such amount from Operator or (b) deduct or set off such amount from any payment that thereafter may become due to Operator.

Section 5.5 - *Billing and Payment*. Operator shall submit the receipts and disbursements showing Reimbursable Costs for such month in accordance with Subsection 5.3(a). Within 15 days after receipt of any such invoice, Owner shall:

(a) Pay Operator the sum specified in such invoice, less (i) any amounts previously deposited with Operator relating to such invoice, and (ii) any portion

of such invoice amount that Owner disputes in good faith or is permitted to offset under this Agreement; and

(b) With respect to any disputed portion of such invoice, provide Operator with a written statement explaining, in reasonable detail, the basis for such dispute. The Parties shall attempt to resolve any such disputed portion in accordance with Article 13.

Section 5.6 – Additional Services Cost. Any Additional Services above and beyond the Management Services, including, without limitation, the scope, all associated costs and expenses, and the type of personnel designated to perform such Additional Services, must be pre-approved by Owner in writing prior to the performance of any such Additional Services. Upon Owner's prior written approval, Operator shall perform such Additional Services in accordance with the standards, terms and conditions required hereunder for Operator's performance of the Management Services, provided that nothing herein shall prohibit Owner from contracting with another service provider for the provision of such additional services. Owner will compensate Operator for its provision of Additional Services (a) in connection with Operator's labor, at the applicable hourly rate set forth in Appendix B; (b) in connection with Operator's direct costs and expenses, by reimbursing Operator for any such costs and expenses incurred by Operator plus fifteen percent (15%) ("**Cost Plus**"); and (c) in connection with Operator's provision and/or installation of equipment for an amount as may be mutually agreed by the Parties. For the avoidance of doubt, as between Owner and Operator the cost of replacement of Project major equipment and materials, excluding consumables, tools and Spare Parts, shall be borne solely by Owner, and Operator may, at its sole discretion, require Owner to pay for any such Project equipment or material rather than paying for same and seeking reimbursement pursuant to Section 5.

Section 5.7 - Interest. Any amount owed to either Party under this Agreement by the other Party which remains unpaid more than 30 days after the date such amount is due and payable shall accrue interest at a rate per annum equal to the prime rate of interest charged by the Royal Bank of Canada plus 3.0%.

Section 5.8 – Method of Payment. The Owner shall cause payments for all amounts under this Agreement to be made by check or electronic funds transfer in immediately available funds to the account designated by Operator.

Section 5.9 – Review of Management Services Fee and Additional Services Cost. If after the Effective Date, any judicial judgment, regulation or similar change in law increases or decreases the costs to Operator of providing the Management Services by more than 15% the Management Services Fee will be equitably increased (upon prior written approval of the Owner) or decreased to reflect the increased or decreased costs that result from such change in law. If the Owner and Operator cannot mutually agree on a revised Management Services Fee within thirty (30) days of the Owner's receipt of the increased costs notice, then the specific Management Service(s) for which cost of performance has been affected shall no longer be part of the Management Services for all purposes hereof. The Owner may seek bids from qualified third parties to perform the

services that are affected by the change identified in the increased costs notice. In such event, the Owner may select a bidder to perform such services and such services shall be deemed to be Additional Services; provided that the costs charged by such bidder to perform such services are at least five percent (5%) less than the additional incremental costs identified by Operator in the applicable increased costs notice, and Operator will manage and coordinate with such selected third party but will not be liable (in any way) for the services performed by such selected third party on behalf of the Owner. Notwithstanding anything in this section, a judicial judgment, regulation or similar change in law shall not result in an increase or decrease in the Management Services Fee if it relates to (i) income or franchise taxes, duties, imposts, fees, royalties, levies, tariffs or similar charges, (ii) taxes, duties, imposts, fees, royalties, levies, tariffs or similar charges based on the importation or exportation of any item or service for which Operator is responsible hereunder.

ARTICLE 6 LIMITATIONS ON AUTHORITY

Section 6.1 - *General Limitations*. Notwithstanding any provision in this Agreement to the contrary, unless previously approved by Owner in writing, Operator and any employee, representative, contractor or other agent of Operator are prohibited from taking the specified actions with respect to the matters indicated below.

(a) Disposition of Assets. Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of Owner, including any property or assets purchased by Operator where the purchase cost is a Reimbursable Cost provided that a security interest may attach to such property until the Reimbursement Cost thereof is reimbursed by the Owner upon which such security interest must automatically release and be discharged against such property or assets;

(b) Contract. Make, enter into, execute, amend, modify or supplement any contract or agreement (i) on behalf of, in the name of, or purporting to bind Owner or Project Company or (ii) that prohibits or otherwise restricts Operator's right to assign such contract or agreement to Owner at any time;

(c) Expenditures. Make or consent or agree to make any expenditure for equipment, materials, assets or other items which would be a Reimbursable Cost; provided, however, that solely in connection with actions taken by Operator pursuant to Sections 3.7 (*Emergency*) and 3.8 (*Extraordinary Circumstances*), Operator may, without prior approval from Owner, make expenditures as provided herein;

(d) Other Actions. Take or agree to take any other action that materially varies from the requirements of any Material Contract;

(e) Lawsuits and Settlements. Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, Owner or Operator, the cost of which, in the case of Operator, would be a Reimbursable Cost hereunder, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;

(f) Liens. Create, incur or assume any lien upon the Project or Project Company;

(g) Transactions on Behalf of Others. Engage in any other transaction on behalf of Owner or any other person or entity not expressly authorized by this Agreement or that violates Applicable Laws, this Agreement or any Material Contract; or

(h) Agreements. Enter into any agreement to do any of the foregoing.

Section 6.2 - *Execution Of Documents*. Any agreement, contract, notice or other document that is expressly permitted hereunder (or under written approval of Owner) to be executed by Operator shall be executed by the authorized representative of Operator or, subject to prior written notice to Owner, by such other representative of Operator who is authorized and empowered by Operator to execute such documents.

ARTICLE 7 TERMINATION

Section 7.1 - *Immediate Termination By Owner*. Subject to the terms of any Material Contracts, Owner may terminate this Agreement immediately (i) upon the Bankruptcy of Operator or (ii) upon the occurrence of a Force Majeure Event that is not remedied within 120 days of its initial occurrence. If the Agreement is terminated by Owner pursuant to Section 7.1(i) or 7.1(ii), Operator shall be compensated for all Reimbursable Costs incurred by Operator to and including the date of termination. In addition, if the Agreement is terminated by Owner pursuant to Section 7.1(ii), Operator shall be paid all due and outstanding Management Services Fee and Additional Services to and including the date of the Force Majeure Event.

Section 7.2 - *Termination Upon Notice By Owner*. Subject to the terms of any Material Contracts, Owner may terminate this Agreement upon 10 days prior written notice to Operator in the event (i) that Operator violates, or consents to a violation of, any Applicable Laws applicable to the Management Services, Additional Services or the Project, where the violation has or may have a material adverse effect on the maintenance or operation of the Project or Owner's interest, and Operator does not cure such violation within 30 days (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind), or (ii) of a material breach by Operator in the performance of its obligations under this Agreement (including, for certainty, performance of the Management Services), if Operator does not cure such breach within 30 days from the date of Operator's receipt of notice from Owner demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind). If the Agreement is terminated by Owner pursuant to this Section 7.2, Operator shall be compensated for all Reimbursable Costs incurred and provided by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of termination; provided that Owner shall be entitled to set off any amounts owing by Operator hereunder against any of such amounts payable by Owner to Operator.

Section 7.3 - *Other Termination Upon Notice By Owner.* Subject to the terms of any Material Contracts, Owner may terminate this Agreement with not less than three month's prior written notice to Operator, upon the occurrence of (a) a sale or transfer by Owner of its rights in the Project or a sale or transfer of all or substantially all of the assets of or interests in Owner; or b) a determination by Owner that it does not wish to extend this agreement pursuant to Section 1.2 and in such case to be effective upon expiry of the then current term. If the Agreement is terminated by Owner pursuant to this Section 7.3, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of such termination under this Section 7.3.

Section 7.4 - *Termination By Owner Without Cause.* Prior to expiration of the Term per Section 1.2, Owner reserves the right to terminate this Agreement without cause upon 90 days written notice to Operator. If the Agreement is terminated by Owner pursuant to this Section 7.4, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of such termination under this Section 7.4. Such payments, together with the termination payment set forth in Section 7.7, shall be Operator's sole remedy in respect of such termination and shall be made by Owner within 30 days of receipt of a final invoice from Operator.

Section 7.5 - *Termination By Operator.* Subject to the terms of this Agreement, Operator may terminate this Agreement for cause upon 15 days prior written notice to Owner in the event of: (i) Owner's Bankruptcy; or (ii) Owner's failure to perform in a timely manner any of its material obligations under this Agreement and such failure is not cured within 30 days of Owner's receipt of a notice from Operator demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided that Owner diligently commences and continues to pursue such cure).

Section 7.6 - *Project Condition At End Of Term.* Upon expiration or termination of this Agreement, Operator shall remove its personnel from the Project. Operator shall leave the Project in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted. Operator shall be paid all unpaid Reimbursable Costs and Additional Service Fees. All special tools, improvements, inventory of supplies, Spare Parts and safety equipment, in each case to the extent that they have been billed as Reimbursable Costs, Operating Procedures outlines or manuals, operating logs, records and documents maintained by Operator pursuant to Section 3.1 and any other items furnished and paid on a Reimbursable Cost basis under this Agreement will be left at the Project and will become or remain the property of Owner without additional charge. Owner shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Operator may have undertaken with third parties in connection with the Management Services. Operator shall cooperate in taking all reasonable steps requested by Owner required to effect the assumption of the contracts, provided that Owner agrees to indemnify and hold harmless Operator for all liabilities

arising out of events and obligations arising from the assumption of contract rights and obligations after the date of any such assumption. Operator shall use commercially reasonable efforts to cooperate with Owner or a succeeding operator to assure that the operation, maintenance, and management of the Project are not disrupted.

Section 7.7 - Termination Payment.

(a) Defined Terminations. In the event of a termination of this Agreement pursuant to the above Sections 7.1 (ii), 7.3 (a), 7.3 (b) or 7.4, Operator shall be entitled, in addition to all other amounts due under this Agreement as of the date of termination, to all costs which are incurred with the prior written approval of Owner. Subject to Owner's right to conduct a subsequent audit and review pursuant to Section 7.7(b), such amounts shall be due and payable by Owner within 30 days of Operator's submission of an invoice, which invoice shall include a statement of all such costs and expenses. Owner shall pay any and all legal costs incurred by Operator to collect payments under this Section 7.7.

ARTICLE 8 INSURANCE

Section 8.1 - Coverage.

(a) Obligation to Obtain. Owner and Operator shall obtain and maintain the insurance set forth in Sections 8.1(b) and 8.1(c) at their sole cost and expense. Such insurance may be maintained under individual or blanket insurance policies.

(b) Operator Coverage. Operator shall maintain during the term of this Agreement the insurance described below with insurance companies acceptable to Owner and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage in an amount not less than \$5,000,000. Such coverage shall be primary and non-contributory and maintain a cross liability clause.

(ii) Automobile Liability Insurance: Automobile liability insurance with limits of liability no less than \$5,000,000 per occurrence. Such coverage shall protect against claims for personal injury (including bodily injury and death) or property damage arising out of the use of all owned, leased, non-owned and hired motor vehicles, including loading and unloading, and containing appropriate no-fault insurance provisions where applicable.

(iii) Workers' Compensation Insurance: Workers' compensation insurance as required by applicable laws, including employer's liability insurance for all employees of Operator.

(iv) Excess Liability Insurance: Excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing subsections (i), and (ii) in an amount which in aggregate with such insurance will provide \$5,000,000 of coverage on a per occurrence basis in total liability limits combined.

The amounts of insurance required in the foregoing subsections (i), (ii), (iii) and (iv) may be satisfied by Operator purchasing coverage in the amounts specified or by any combination thereof, so long as the total amount of insurance meets the requirements specified.

(v) The General Liability insurance and Excess Liability insurance if applicable required to be maintained by Operator shall provide for waivers of subrogation in favor of Owner, their Lenders and assigns and shall name the Owner, Lenders and assigns as Additional Insureds for vicarious liability arising out of the Operator's operations included within this Agreement.

All policies of insurance required to be maintained pursuant to Section 8.1 shall include a provision that bars any cancellation in a manner that affects the interests of Owner, without 60 days prior written notice to Owner, except for termination for non-payment of premium which shall require 15 days prior written notice to Owner.

(c) Owner Coverage. Owner shall maintain from and after the date of this Agreement the insurance described below and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage in an amount not less than \$5,000,000. Such coverage shall be primary and non-contributory and maintain a cross liability clause

(ii) Property Damage. Property insurance on all equipment relating to the Projects to the full replacement cost thereof with no deduction for depreciation or co-insurance clause.

(d) The General Liability insurance and Excess Liability insurance if applicable required to be maintained by Owner shall provide for waivers of subrogation in favor of Operator, and shall name the Operator, as an Additional Insureds for vicarious liability.

(e) Cost. All costs incurred by Operator with respect to payment of any deductible relating to the insurance coverage set forth in Section 8.1(c) (excluding, for certainty, insurance to be maintained by Operator pursuant to Section 8.1(b)) -- except as set forth in Section 8.3 (*Payment of Deductible Amounts*) or Section 9.1(a) (*Indemnification by Operator*) -- or any losses in excess of insurance coverage --except as set forth in Section 9.1(a) -- shall be deemed Reimbursable Costs.

Section 8.2 - *Certificates*. On or before the date on which insurance must be provided, each Party shall furnish certificates of insurance to the other Party evidencing the insurance required pursuant to this Agreement. Each Party shall cooperate with the other to ensure collection from insurers for any loss under any such policy.

Section 8.3 - *Payment Of Deductible Amounts.* Notwithstanding which Party hereto shall have purchased, or been responsible for the purchase of, any insurance in respect of the Project or otherwise referred to in this Agreement, Operator shall promptly pay to Owner any deductible amount related to any claim against or other cost to Owner covered under any such insurance policy which arose due to the gross negligence, fraud or willful misconduct of Operator.

ARTICLE 9

INDEMNIFICATION AND LIABILITIES

of insurance

Section 9.1 - *Indemnification.*

(a) Indemnification by Operator. Operator shall indemnify, defend and hold harmless Owner, the Managed Entities, the respective shareholders or unitholders thereof, and their respective officers, directors, employees, agents, Affiliates and representatives (the "**Owner Indemnified Parties**"), from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any breach by Operator or any actor for whom Operator is responsible hereunder or at law of any of Operator's obligations hereunder or any gross negligence, fraud or willful misconduct of Operator or anyone acting on Operator's behalf or under its instructions in connection with this Agreement and Operator's obligations hereunder. Any costs or expenses incurred by Operator pursuant to its indemnity obligations under this Section 9.1(a), including the cost of deductibles with respect to the insurance maintained by Operator (or Owner arising out of gross negligence, fraud, or willful misconduct of Operator pursuant to Section 8.3) or losses in excess of such insurance coverage required to be maintained by the Operator under Section 8.1(b), shall not constitute a Reimbursable Cost under this Agreement.

(b) Indemnification by Owner. Owner shall indemnify, defend and hold harmless Operator, its officers, directors, employees, agents, Affiliates and representatives (the "**Operator Indemnified Parties**") from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Owner or anyone acting on Owner's behalf or under its instructions (other than Operator and its suppliers, subcontractors, vendors, and their subcontractors and vendors and any employee or agent of the foregoing), in connection with this Agreement and Owner's obligations hereunder.

Section 9.2 - *Environmental Liability.*

(a) Operator Liability. Operator shall not be responsible for claims directly or indirectly related to Hazardous Materials present at the Project, except to the extent Operator or actor for whom Operator is responsible acted with respect to such materials in a grossly negligent manner or to the extent such materials were brought onto a Project site by Operator or an actor for whom Operator is responsible. Owner shall defend, indemnify and hold Operator harmless against such claims, except to the extent such claims arise from Operator's (or actor for whom Operator is responsible) grossly negligent or intentional acts or to the extent such Hazardous Materials were brought onto the Project site by Operator (or actor for whom Operator is responsible).

(b) Owner Liability. Owner shall not be responsible for claims directly related to Hazardous Materials at the Project arising out of the grossly negligent or intentional acts of Operator or related to Hazardous Materials which are brought onto a Project site by Operator or an actor for whom Operator is responsible. This provision of the Agreement shall not be construed to require Operator to take corrective action with respect to any hazardous materials at the Project before the date of this Agreement.

(c) Governmental Actions. If action is required at the Project to comply with any applicable environmental laws or other requirements as per Material Contracts beyond the Management Services during the term of this Agreement, Owner (with Operator's assistance) shall be responsible for the costs of compliance except to the extent resulting directly from action or omission on part of Operator or an actor for whom Operator is responsible. Costs for such compliance action shall only be incurred by Operator only with Owner's prior written consent, unless a Governmental Authority requires Operator to incur such costs and expenses prior to obtaining such written consent. In either case, such costs shall be a Reimbursable Cost.

ARTICLE 10 LIMITATIONS OF LIABILITY

Section 10.1 - Limitations Of Liability.

(a) Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, Operator and Owner each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other Party or any third-party engaged by such other party under this Agreement, and each Party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

(b) Damages Limited to Management Services Fee. The aggregate liability of Operator (except for those claims that are subject to the provisions of Section 9.1(a) (*Indemnification by Operator*) or covered by the insurance set forth in Article 8, and then only to the extent such claims are actually covered thereby, after giving effect to any deductibles, exclusions, limits, or self-insured retentions thereunder) with respect to claims of Owner arising out of the performance or nonperformance of obligations under this Agreement shall in no event exceed, during any Contract Year, the Management Services Fee payable to Operator during such Contract Year plus the amount necessary to satisfy Operator's indemnification responsibilities under Article 9.

(c) Personal Liability Limited. Operator and Owner each understand and agree that there shall be absolutely no personal liability on the part of any of the shareholders, unitholders, partners, officers, employees, directors, agents, authorized representatives or Affiliates of Owner or Operator for the payment of any amounts due hereunder, or performance of any obligations hereunder. Operator shall look solely to the assets of Owner for the satisfaction of each and every remedy of Operator in the event of any breach by Owner. Owner shall look solely to the assets of Operator for the satisfaction of each and every remedy of Owner in the event of any breach by Operator.

(d) Survival. The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply at all times (unless otherwise expressly indicated), regardless of fault, negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the shareholders, unitholders, partners, principals, officers, employees, controlling persons, executives, directors, agents, authorized representatives, and affiliates of such Party.

(e) Exclusivity. The provisions of this Agreement constitute Operator's and Owner's exclusive liability, respectively, to each other, and Operator's and Owner's exclusive remedy, respectively, with respect to the Management Services to be performed hereunder and Owner hereby releases Operator performing Management Services hereunder, and Operator hereby releases Owner performing its obligations hereunder, from any further liability.

ARTICLE 11 CONFIDENTIALITY

Section 11.1 - *Operator*. Operator agrees to hold in confidence for a period of two years, or longer if required by law, from the date of disclosure, any information supplied to Operator by Owner or others acting on its behalf. Operator will use discretion in sharing information as deemed necessary to share with subcontractors, vendors, suppliers, employees, and homeowners.

Section 11.2 - *Owner*. Owner agrees to hold in confidence for a period of two years, or longer if required by law, from the date of disclosure, any information supplied to Owner by Operator or others acting on its behalf, provided that Owner may disclose such information as is required by Lenders (including their agents and advisors).

Section 11.3 - *Exceptions*. The provisions of this Article shall not apply to information that was in the public domain, was already in the receiving Party's possession, or was received lawfully and free of any obligation to treat it as confidential.

Section 11.4 - *Required Disclosure*. If a receiving Party or any of its respective representatives is required by applicable law to disclose any of the information that is otherwise required to remain confidential pursuant to this Article 11, the receiving Party will notify the other Party promptly in writing so that the other Party may seek a protective order or other appropriate remedy (which the receiving Party will not oppose), or, in the other Party's sole discretion, waive compliance with the terms of this Agreement.

ARTICLE 12 TITLE, DOCUMENTS AND DATA

Section 12.1 - *Materials And Equipment*. Title to all materials, equipment, tools, supplies, consumables, spare parts and other items purchased or obtained by Operator on a Reimbursable Cost basis hereunder shall pass immediately to and vest in Owner upon

the passage of title from the vendor or supplier thereof provided payment of such Reimbursable Cost has been made by Owner and provided further however, that such transfer of title shall in no way affect Operator's obligations as set forth in this Agreement.

Section 12.2 - *Documents*. All materials and documents prepared or developed by Operator, its employees, representatives or contractors specifically in connection with the Projects as opposed to for its operations generally or performance of the Management Services, including all manuals, data, drawings, plans, specifications, reports and accounts, will become Owner's property once full payment is received. Operator, its agents, employees, representatives, or contractors shall not use such materials and documents for any purpose other than performance of the Management Services, without Owner's prior written approval. All such materials and documents (including copies of materials and documents used in operations generally when providing the Management Services), together with any materials and documents furnished to Operator, its agents, employees, representatives, or contractors by Owner, shall be delivered to Owner upon expiration or termination of this Agreement and before final payment is made to Operator.

Section 12.3 - *Review By Owner*. All materials and documents referred to in Section 12.2 hereof shall be available for review by Owner or Lenders (including their agents or advisors) at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for approval by Owner shall be prepared and processed in accordance with the requirements and specifications set up by the Parties acting reasonably. However, Owner's approval of materials and documents submitted by Operator shall not relieve Operator of its responsibility for the correctness thereof or of its obligation to meet all requirements of this Agreement.

Section 12.4 - *Proprietary Information*. Where materials or documents prepared or developed by Operator or its agents, employees, representatives or contractors contain proprietary information, systems, techniques, or know-how acquired from third parties by Operator or others acting on its behalf, such persons or entities shall retain all rights to use or dispose of such information, provided, however, that Owner shall have the right to the same to the extent necessary for operation or maintenance of the Project.

Section 12.5 - *Data*. Owner acknowledges that certain Project includes monitoring and other Data-generating equipment, and that, subject to the compatibility of a Project, Operator shall remotely monitor energy production and other characteristics of such Project and its Premises. Owner shall own the Data. Owner hereby irrevocably and perpetually grants Operator and its Affiliates consent, license and permission to retain, copy, reproduce, alter, aggregate, use, distribute and make available to third parties Data to perform its obligations hereunder and otherwise to further its business purposes, including for research and development, data analysis, marketing, and to improve upon, develop and offer new products and service offerings. In the event that Operator distributes or makes available Data to third parties that are not Operator's Affiliates, such Data shall be in a format that is aggregated and anonymized and does not directly or indirectly externally identify the Owner or its Premises except: (i) when the third party is an industry certification program administrator, or a service provider, vendor, outsourcer, or other representative or agent of Operator who shall not have permission to use the

Data other than for purposes of providing services to Operator or otherwise at Operator's direction and shall be subject to commercially reasonable confidentiality provisions, (ii) as otherwise required by Applicable Law, and (iii) to cooperate with law enforcement and regulatory requests, subpoenas, judicial or administrative orders, warrants and other legal process.

ARTICLE 13 RESOLUTION OF DISPUTES

Section 13.1 - *Resolution Through Discussions*. If any dispute or difference of any kind (a “**Dispute**”) arises between Owner and Operator in connection with, or arising out of, this Agreement, the Owner and Operator within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Owner and Operator shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within 5 Business Days of commencement of discussions, the Dispute shall be referred within 2 Business Days of the lapse of the 5 Business Day period to the responsible senior management of each Party for resolution. Neither Party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Owner and Operator have had at least 5 Business Days to resolve the Dispute following referral of the Dispute to them. If the Parties are unable to resolve the Dispute using the procedure described in this section or if a Party has failed to comply with its obligations as aforesaid, either Party may deliver notice to the other Party of its intent to submit the Dispute to arbitration (“**Arbitration Notice**”). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

Section 13.2 - *Arbitration*. Any Dispute arising out of, or in connection with, this Agreement and not settled by the procedure prescribed in Section 13.1, shall (regardless of the nature of the Dispute) be finally settled in the province of Ontario by arbitration in accordance with the Arbitration Act (Ontario).

Section 13.3 - *Continued Performance*. During the pendency of any arbitration, Operator and Owner shall continue to perform their obligations under this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 - *Assignment*. Neither Owner nor Operator may assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto, except that this Agreement may be assigned by Owner without such prior consent to any successor of Owner, to a person or entity acquiring all or substantially all of the Project, or to a Lender or any purchaser of the Project upon the exercise of remedies by a Lender with respect to the Material Contracts. Operator hereby consents to the assignment by Owner of a security interest in this Agreement to Lenders. Operator further agrees to execute documentation to evidence such consent reasonably required by

the Lenders typical for project finance. Operator recognizes that such consent may grant certain rights to such Lenders, which shall be fully described in the consent documents, provided that nothing herein shall obligate the Operator to provide any Management Services in addition to those provided to the Owner hereunder.

Section 14.2 - Access to Project.

(a) Operator. The Owner shall provide Operator with access to the Project sites as reasonably necessary to allow Operator to perform the Management Services, including ingress and egress rights to the Projects for Operator and its employees, contractors and subcontractors, and local electric utility personnel.

(b) Cooperation. During any inspection or review of the Project, each of Owner, Lender and their respective agents and representatives shall cause authorized visitors to comply with Operator's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Operator's activities. Operator agrees to cooperate fully with Owner, Lender and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Project.

Section 14.3 - Force Majeure. If either Owner or Operator is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, the Party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected Party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other Party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses its reasonable commercial efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either Party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

Section 14.4 - Amendments. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

Section 14.5 - Survival. Notwithstanding any provisions herein to the contrary, the obligations set forth in Articles 6, 9, 11 and 13, and the limitations of liabilities set forth in Article 11, shall survive in full force despite the expiration or termination of this Agreement.

Section 14.6 - No Waiver. It is understood and agreed that any delay, waiver or omission by Owner or Operator with respect to enforcement of required performance by the other under this Agreement shall not be construed to be a waiver by Owner or

Operator of any subsequent breach or default of the same or other required performance on the part of Owner or Operator.

Section 14.7 - *Notices*. All notices and other communications (collectively "**Notices**") required or permitted under this Agreement shall be in writing and shall be given to each Party at its address or fax number set forth in this Section 14.7 or at such other address or fax number as hereafter specified as provided in this Section 14.7. All Notices shall be (i) delivered personally or (ii) sent by fax, electronic mail, telegraph, registered or certified mail (return receipt requested and postage prepaid), or (iii) sent by a nationally recognized overnight courier service. Notices shall be deemed to be given (A) when transmitted if sent by fax, electronic mail, or telegraph (provided the transmittal is confirmed) provided notices sent by email shall be deemed delivered when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section, or (B) upon receipt by the intended recipient if given by any other means. Notices shall be sent to the following addresses:

To Operator:

Faisal Shahab
O&M Manager
Company: *Grasshopper Solar Corporation*
Phone: +1 (886) 310 - 1575
Fax: +1 (886) 400 – 7831
e-mail: Faisal.Shahab@grasshoppersolar.com
Address: 5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

With a copy to:

Ryan Ward
Controller
Company: *Grasshopper Solar Corporation*
Phone: +1 (886) 310 - 1575
Fax: +1 (886) 400 – 7831
e-mail: Ryan.Ward@grasshoppersolar.com
Address: 5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

To Owner:

Saied Nadjafi
Executive Chairman
Phone: +1 (886) 310 - 1575

Fax: +1 (886) 400 – 7831
 e-mail: Saied.Nadjafi@grasshoppersolar.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

with a copy to:

Leonid Mednik
 President
 Phone: +1 (886) 310 - 1575
 Fax: +1 (886) 400 – 7831
 e-mail: l.mednik@spowercapital.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

Section 14.8 - *Fines And Penalties*. If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against Operator or Owner arising from Operator's failure to operate and maintain the Project in accordance with Applicable Laws without Owner's prior written consent, such fines and penalties shall, subject to the limitations set forth in Article 10, be the sole responsibility of Operator and shall not be deemed a Reimbursable Cost.

Section 14.9 - *Representations And Warranties*. Each Party represents and warrants to the other Party that:

(a) such Party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;

(b) to the best of such Party's knowledge, the execution, delivery and performance by such Party of this Agreement, does not and will not materially conflict with any legal, contractual, or organizational requirement of such Party; and

(c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement.

Section 14.10 - *Counterparts*. The Parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both Parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

Section 14.11 - *Governing Law*. This Agreement is executed and intended to be performed in the province of Ontario and the laws of the province and laws of Canada applicable therein shall govern its construction, interpretation and effect.

Section 14.12 - *Partial Invalidity*. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

Section 14.13 - *Captions*. Titles or captions of Sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

Section 14.14 - *Dollar Amounts*. All amounts of money in this Agreement are denominated in the currency of Canada (written as “**CAD\$**”).

Section 14.15 - *Vendor’s Warranties and Warranty Disclaimers*. For Owner's benefit, Operator shall obtain from sellers of equipment, material, or services (other than the Management Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties obtained. Other than the standard of performance set forth in Section 3.4 of this Agreement, Operator makes no express or implied warranties concerning the Management Services provided by it pursuant to this Agreement, including validity or enforceability of any warranty of or regarding the equipment (including defects, proper functioning or power output), warranty claim processing times or responses, amount of any energy, performance output, revenues, profits, energy costs, or savings generated or caused by the Projects, products provided, any implied warranties of merchantability or fitness for a particular purpose, or installation, design, description, quality, completeness or useful life (“**Warranty Disclaimer**”). Any work, services, products or warranties provided by a construction contractor, Project operator, or a manufacturer are not incorporated, in any way, into the Management Services or this Agreement; provided that Operator shall ensure, as reasonably practicable, that the Managed Entities receive the warranties from any subcontractors or Service Providers for any Management Services they provide.

Upon Owner's request, Operator agrees to take such reasonable steps as are necessary, short of litigation, to enforce said warranties provided that the costs any additional steps requested of Operator shall be deemed a Reimbursable Cost. Each such warranty shall be enforceable by Owner for Owner's benefit or assignable by Operator to Owner without any further action or consent by or on the part of any third party. Unless otherwise requested, Operator shall administer such warranties and immediately notify Owner of any defects discovered or suspected that may be covered by such warranties. When requested, Operator shall assign any such warranty to Owner and assist Owner with the administration and enforcement of such warranty, or, if such warranty is not assignable to Owner, assist Owner with the administration and enforcement of such warranty.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

**GSC Solar Fund Leasing LP,
by its general partner GSC Solar Leasing GP Inc.**

By: 

Name:

Title:

Grasshopper Solar Corporation

By: 

Name: Ryan Ward

Title: Controller

APPENDIX A
MANAGEMENT SERVICES

**APPENDIX A
MANAGEMENT SERVICES**

Item	Description	Operator		Comments
		AM	O&M	
1.000	Asset Management			
1.100	Technical			
1.101	Oversight / management of Service Providers	X		
1.102	Operating Records and Reports	X		
1.103	Timely dissemination of information to stakeholders	X		
1.104	Review and audit availability & performance guarantee obligations	X		
1.105	Report on overall performance (monthly)	X		
1.106	Oversight & coordination of the handling of claims, warranty obligations.	X		
1.107	Annual reports on all claims	X		
1.108	Managing of key material permits and contracts such as:	X		
	a. FIT and microFIT contracts			
	b. Connection Agreements			
	c. Lease Agreements			
	d. O&M Agreements			
	e. Environmental Permits (where applicable)			
1.200	Financial / Commercial			
1.201	Insurance administration	X		
1.202	Interface with lenders, investors, Governmental Authorities, etc.	X		
1.203	Managed Entity/Project Co. representation	X		
1.204	Processing and handling account receivable and payables	X		
1.205	Bank Accounts and Disbursement of Funds	X		
1.206	Monthly bank account reconciliation, acct's rec., acct's pay.,	X		
1.207	Records of all receipts of expenditures made on behalf of Owner	X		
1.208	Accounting and financial reporting	X		
1.209	Preparing support material for audits	X		Frequency: annually
1.210	Tax preparation/filing/administration	X		
1.211	Corporate tax returns	X		
1.212	HST returns	X		
1.213	45 days after quarter end or within 90 days of the year ending (as applicable), provide	X		Frequency: quarterly and annually
	- status of operations for the period	X		
	- current balance sheets compared to the last Fiscal Year audited balance sheet (i.e. December 31st), including historical quarterly balance sheets (for current Fiscal Year) prepared in accordance with ASPE			
	- current quarterly and year-to-date income statements compared to prior comparable periods prepared in accordance with ASPE			
	- current quarterly and year-to-date monthly cash flow statements compared to prior comparable periods prepared in accordance with ASPE			
	- balance sheet accounts, not limited to other current asset/liabilities, other non-current asset/liabilities, accrued expenses, prepaid expenses, other receivables, etc.;			
1.214	Prepare and submit an annual budget	X		Frequency: annually
1.215	Permits; Regulatory Compliance	X		
2.000	Operations & Maintenance			
2.100	Monitoring Services			
2.101	Remote Collection, hosting and processing of Project monitoring data		X	Routine
2.102	Remote monitoring		X	Routine
2.103	Creation of Service tickets for field service dispatch		X	Routine
2.104	Onsite Communications: Payment of service fee for cellular service to and from the DAS Project gateways.		X	Routine
2.105	Notify Owner of material breakdowns and periods of unavailability of Projects		X	Routine
2.200	General administrative activities & warranty claim administration			
2.201	Project performance supervision		X	Routine
2.202	Warranty administration		X	12 hours/annum/Project
2.203	Preventive Maintenance scheduling		X	
2.204	Review and analysis of equipment failures		X	
2.205	Spare parts		X	
	Maintaining a current inventory of materials and procuring all services, Spare Parts, operational materials, consumables, tools and shop equipment, or any other items or materials required to operate or maintain the Project. Operator will identify required items, cost and quantity.			
2.300	Response and Unplanned Events			
2.301	Response: Dispatch technicians to the applicable Projects in response to an unplanned or planned Project outage or material Project underperformance and notify Asset Management accordingly.		X	Routine
2.302	All communication and Interaction with LDC		X	Routine
2.400	Preventive Maintenance (PM)			
2.401	PM Array		X	Frequency: 1 every 5 years
	• Inspect DC disconnects and combiners			
	• Inspect and, if necessary, re-torque conductors to specifications and tighten wire harness			
	• Visually inspect wire runs/piping/conduit			
	• Visually inspect for corrosion at bussing and exposed electrical connections			
	• Inspect array structure for damage and debris			
	• Vegetation inspection			
2.402	Module Visual Inspection		X	Frequency: 1 every 5 years
	• Top glass inspection			
	• Backsheet inspection			
	• Junction box inspection			
	• Module attachment visual inspection, by sample			
2.600	Corrective Maintenance (CM)			
2.601	Corrective Maintenance		X	As needed
2.602	Removal & Reinstallation		X	Frequency: 1

Notes & Assumptions

- Operator shall perform all necessary corrective maintenance on the solar system, which includes maintenance adjustments, correction of loose electrical connections, ground connections, repair, replacement of defective/broken modules, inverters, modules tracker/racking components, roof and rack repairs, and other non-major repair or replacement work.
- Removal & Reinstallation is considered once during the Term of the Agreement.

APPENDIX B
LABOR RATES¹

Position	Hourly Rate
Master Electrician ²	\$150
Lead Electrician ²	\$125
Journeyman Electrician ²	\$100
Apprentice Electrician ²	\$75
Laborer ²	\$35
Warranty Management (in excess of cap)	\$200
Reporting Analyst	\$125
Legal Support	\$200

Notes

1. Each of the hourly rates set forth in this Appendix are subject to annual escalation as set forth on Appendix C of this Agreement.

2. Rates subject to adjustment for overtime.

APPENDIX C
PROJECTS

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
101485	250 Lochend Drive Hamilton	250 Lochend Drive Hamilton	RES1	roof-top	8.50	01-Jan-16	advance monthly	\$30	255.00	0.50%
101486	2500 Burdock Place Mississauga, ON	2500 Burdock Place Mississauga, ON	RES1	roof-top	7.63	01-Jan-16	advance monthly	\$30	228.75	0.50%
101413	267 Zehed Drive Aurora, ON L4G 0C2	267 Zehed Drive Aurora, ON L4G 0C2	RES1	roof-top	5.23	01-Jan-16	advance monthly	\$30	132.50	0.50%
101396	23 Daniel Avenue Kitchener	23 Daniel Avenue Kitchener	RES1	roof-top	9.07	01-Jan-16	advance monthly	\$30	271.95	0.50%
101408	116 Chrysler Crescent Cambridge	116 Chrysler Crescent Cambridge	RES1	roof-top	11.27	01-Jan-16	advance monthly	\$30	338.10	0.50%
101604	153 The Queensway Niagara	153 The Queensway Niagara	RES1	roof-top	7.11	01-Jan-16	advance monthly	\$30	213.15	0.50%
101694	242A Woodhaven Road Kitchener	242A Woodhaven Road Kitchener	RES1	roof-top	8.82	01-Jan-16	advance monthly	\$30	264.60	0.50%
103729	48 Upper Canada Drive Kitchener, ON N2P 1E5	48 Upper Canada Drive Kitchener, ON N2P 1E5	RES1	roof-top	9.31	01-Jan-16	advance monthly	\$30	279.30	0.50%
103838	17 Charity Cres. Markham	17 Charity Cres. Markham	RES1	roof-top	9.56	01-Jan-16	advance monthly	\$30	286.65	0.50%
103891	44 O'Brien Street Markham	44 O'Brien Street Markham	RES1	roof-top	8.75	01-Jan-16	advance monthly	\$30	262.50	0.50%
103916	359 Risdon Road NorthOshawa	359 Risdon Road NorthOshawa	RES1	roof-top	4.90	01-Jan-16	advance monthly	\$30	147.00	0.50%
104131	130 Major Butters DrMarkham	130 Major Butters DrMarkham	RES1	roof-top	3.88	01-Jan-16	advance monthly	\$30	110.25	0.50%
104149	28 Esplanade C/W/WHY	28 Esplanade C/W/WHY	RES1	roof-top	6.87	01-Jan-16	advance monthly	\$30	193.10	0.50%
104226	23 Diana Dr Toronto	23 Diana Dr Toronto	RES1	roof-top	8.00	01-Jan-16	advance monthly	\$30	240.00	0.50%
104233	130 Gate Silverland	130 Gate Silverland	RES1	roof-top	6.75	01-Jan-16	advance monthly	\$30	202.50	0.50%
104348	35 Slay Street Hamilton	35 Slay Street Hamilton	RES1	roof-top	7.75	01-Jan-16	advance monthly	\$30	233.50	0.50%
104346	1 Blossom Avenue Brampton	1 Blossom Avenue Brampton	RES1	roof-top	5.00	01-Jan-16	advance monthly	\$30	150.00	0.50%
104390	1441 Basingthwaite, Inverell, ON L9S 0E1	1441 Basingthwaite, Inverell, ON L9S 0E1	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
104584	40 Casa Grande St. Richmond Hill, ON	40 Casa Grande St. Richmond Hill, ON	RES1	roof-top	7.75	01-Jan-16	advance monthly	\$30	233.50	0.50%
104637	52 Upper Canada DriveKitchener	52 Upper Canada DriveKitchener	RES1	roof-top	3.25	01-Jan-16	advance monthly	\$30	97.50	0.50%
104697	1130 Lichen Avenue Oshawa, ON K4A 4A6	1130 Lichen Avenue Oshawa, ON K4A 4A6	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
104760	17 Bare Rock Road Kirkfield	17 Bare Rock Road Kirkfield	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
104790	6865 Johnson Wagon Crescent Mississauga, ON L5W 1B1	6865 Johnson Wagon Crescent Mississauga, ON L5W 1B1	RES1	roof-top	7.14	01-Jan-16	advance monthly	\$30	214.20	0.50%
104847	1216 Langley Circle Oshawa, ON	1216 Langley Circle Oshawa, ON	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
104856	2296 Pinery Rd Smiths Falls	2296 Pinery Rd Smiths Falls	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
105027	2 Spindler Drive Niagara	2 Spindler Drive Niagara	RES1	roof-top	8.25	01-Jan-16	advance monthly	\$30	247.50	0.50%
105343	190 Egan Street, P. Mulder	190 Egan Street, P. Mulder	RES1	roof-top	5.75	01-Jan-16	advance monthly	\$30	172.50	0.50%
105772	3135 Kenilworth Drive, Windsor, ON N8E 4M6	3135 Kenilworth Drive, Windsor, ON N8E 4M6	RES1	roof-top	7.02	01-Jan-16	advance monthly	\$30	210.60	0.50%
105838	722 Haysy Vale Drive, Inverell, ON L9S 2E6	722 Haysy Vale Drive, Inverell, ON L9S 2E6	RES1	roof-top	9.56	01-Jan-16	advance monthly	\$30	286.65	0.50%
105896	73 Botany Hill Road, Scarborough, ON M1G 3K4	73 Botany Hill Road, Scarborough, ON M1G 3K4	RES1	roof-top	8.06	01-Apr-16	advance monthly	\$30	243.80	0.50%
105898	9350 Aire Court, Windsor, ON	9350 Aire Court, Windsor, ON	RES1	roof-top	4.88	01-Jan-16	advance monthly	\$30	146.40	0.50%
106186	33 Lozonin Drive	33 Lozonin Drive	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
106218	1 Midland Ave. St. Catharines	1 Midland Ave. St. Catharines	RES1	roof-top	8.75	01-Jan-16	advance monthly	\$30	262.50	0.50%
106248	48 Hillier CrescentBradford	48 Hillier CrescentBradford	RES1	roof-top	6.25	01-Jan-16	advance monthly	\$30	187.50	0.50%
106481	571 Horne Ave, Windsor, ON N9W 1H3	571 Horne Ave, Windsor, ON N9W 1H3	RES1	roof-top	8.50	01-Jan-16	advance monthly	\$30	255.00	0.50%
106500	11 Macgregor Cres., Scarborough	11 Macgregor Cres., Scarborough	RES1	roof-top	5.25	01-Jan-16	advance monthly	\$30	157.50	0.50%
106953	1715 Minto Avenir, ON N0J 3H6	1715 Minto Avenir, ON N0J 3H6	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
106987	5200 Southcourt TrilliumMissauga	5200 Southcourt TrilliumMissauga	RES1	roof-top	8.75	01-Jan-16	advance monthly	\$30	262.50	0.50%
107035	103 Lenisa Williams, ON L4M 2P4	103 Lenisa Williams, ON L4M 2P4	RES1	roof-top	5.00	01-Jan-16	advance monthly	\$30	150.00	0.50%
107030	8800 Morley Ave Milton, ON L9T 4Y8	8800 Morley Ave Milton, ON L9T 4Y8	RES1	roof-top	5.00	01-Jan-16	advance monthly	\$30	150.00	0.50%
107036	140 MacDonald Cres, Milton, ON L9T 2Z1	140 MacDonald Cres, Milton, ON L9T 2Z1	RES1	roof-top	5.00	01-Jan-16	advance monthly	\$30	150.00	0.50%
107133	28 Capri Crescent Richmond Hill, ON	28 Capri Crescent Richmond Hill, ON	RES1	roof-top	7.50	01-Jan-16	advance monthly	\$30	225.00	0.50%
107171	48 Earl Grey Cres., Brampton, ON	48 Earl Grey Cres., Brampton, ON	RES1	roof-top	6.50	01-Jan-16	advance monthly	\$30	195.00	0.50%
107205	28 Frederick Ave Hamilton, ON	28 Frederick Ave Hamilton, ON	RES1	roof-top	6.63	01-Jan-16	advance monthly	\$30	198.90	0.50%
107344	70 Daphnia Dr Thornhill, ON L4J 8X4	70 Daphnia Dr Thornhill, ON L4J 8X4	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
107492	30 Kensington Cr Richmond Hill, ON L4E 4E5	30 Kensington Cr Richmond Hill, ON L4E 4E5	RES1	roof-top	8.50	01-Jan-16	advance monthly	\$30	255.00	0.50%
107592	219 Guilfordway DR, Hamilton, ON	219 Guilfordway DR, Hamilton, ON	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
107748	289 Stanton Avenue Welland	289 Stanton Avenue Welland	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
107776	758 Willowbank TrilliumMissauga, ON	758 Willowbank TrilliumMissauga, ON	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
107881	56 Bridge Path Walkersburg, ON	56 Bridge Path Walkersburg, ON	RES1	roof-top	5.61	01-Jul-16	advance monthly	\$30	168.30	0.50%
108005	9 Gladstone Ave Guelph	9 Gladstone Ave Guelph	RES1	roof-top	8.50	01-Jan-16	advance monthly	\$30	255.00	0.50%
108019	11 Sedgwick Court Hamilton	11 Sedgwick Court Hamilton	RES1	roof-top	7.50	01-Jan-16	advance monthly	\$30	225.00	0.50%
108076	30 Glen Castle Drive Stony Creek	30 Glen Castle Drive Stony Creek	RES1	roof-top	9.00	01-Jan-16	advance monthly	\$30	270.00	0.50%
108100	3041 Windwood Mississauga	3041 Windwood Mississauga	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
108236	73 Bellingham Dr. Hamilton	73 Bellingham Dr. Hamilton	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
108430	35 Glenora St. Hamilton, ON L5C 712	35 Glenora St. Hamilton, ON L5C 712	RES1	roof-top	8.83	01-Jan-16	advance monthly	\$30	264.75	0.50%
108474	2093 Burbank Drive, Mississauga	2093 Burbank Drive, Mississauga	RES1	roof-top	7.75	01-Jan-16	advance monthly	\$30	232.50	0.50%
108501	230 Oakway Road, London ON L0R 1T0	230 Oakway Road, London ON L0R 1T0	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
108529	25 Redline Crescent Hamilton	25 Redline Crescent Hamilton	RES1	roof-top	7.46	01-Jan-16	advance monthly	\$30	223.80	0.50%
108673	63 Maplewood AvenueHamilton, ON L8M 1W7	63 Maplewood AvenueHamilton, ON L8M 1W7	RES1	roof-top	5.19	01-Jan-16	advance monthly	\$30	155.55	0.50%
108676	670 Columbus Rd E Oshawa, ON L1H 7K4	670 Columbus Rd E Oshawa, ON L1H 7K4	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
108745	233 Zina Street Orangeville	233 Zina Street Orangeville	RES1	roof-top	9.75	01-Jan-16	advance monthly	\$30	292.50	0.50%
108795	225 Nida Dr Kewask, ON L4P 1G2	225 Nida Dr Kewask, ON L4P 1G2	RES1	roof-top	6.63	01-Jan-16	advance monthly	\$30	198.90	0.50%
109061	17 Fenchurch Manor Barrie	17 Fenchurch Manor Barrie	RES1	roof-top	8.00	01-Jan-16	advance monthly	\$30	240.00	0.50%
109107	20 Pasadena Avenue, Brampton, ON L6P 2W3	20 Pasadena Avenue, Brampton, ON L6P 2W3	RES1	roof-top	7.65	01-Jan-16	advance monthly	\$30	229.50	0.50%
109177	51 Joyce St Kingston, ON	51 Joyce St Kingston, ON	RES1	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
109217	300 Victoria St. SouthKitchener	300 Victoria St. SouthKitchener	RES1	roof-top	6.75	01-Jan-16	advance monthly	\$30	202.50	0.50%
109281	620 Morebarts Ave, Toronto, ON M6E 4K7	620 Morebarts Ave, Toronto, ON M6E 4K7	RES1	roof-top	6.89	01-Aug-16	advance monthly	\$30	206.55	0.50%
109314	1196 Henderson Ave Mississauga, ON	1196 Henderson Ave Mississauga, ON	RES1	roof-top	6.93	01-Jan-16	advance monthly	\$30	207.75	0.50%
109394	118 Badessa Circle, Thornhill, ON L4I 6E2	118 Badessa Circle, Thornhill, ON L4I 6E2	RES1	roof-top	6.50	01-Jan-16	advance monthly	\$30	195.00	0.50%
109426	4 Dayton StreetCambridge, ON	4 Dayton StreetCambridge, ON	RES1	roof-top	7.32	01-Jan-16	advance monthly	\$30	219.60	0.50%
109437	60 Jones Dr. Barrie, ON	60 Jones Dr. Barrie, ON	RES1	roof-top	5.25	01-Jan-16	advance monthly	\$30	157.50	0.50%
109452	8 Bromley Cres Brampton, ON L6T 1Z2	8 Bromley Cres Brampton, ON L6T 1Z2	RES1	roof-top	5.50	01-Jan-16	advance monthly	\$30	165.00	0.50%
109460	8 Hillhurst Drive Richmond Hill	8 Hillhurst Drive Richmond Hill	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
109462	638 Leith Cres, Milton, ON	638 Leith Cres, Milton, ON	RES1	roof-top	9.25	01-Jan-16	advance monthly	\$30	277.50	0.50%
109549	211 Widdie Drive Ancaster, ON	211 Widdie Drive Ancaster, ON	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
109553	454 Robert Ferrie Dr. Kitchener	454 Robert Ferrie Dr. Kitchener	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
109622	10755 Third Line, RR Milton	10755 Third Line, RR Milton	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
109711	219 Blair St Cambridge	219 Blair St Cambridge	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
109771	181 Madden Place Bowmanville, ON	181 Madden Place Bowmanville, ON	RES1	roof-top	6.99	01-Jan-16	advance monthly	\$30	206.55	0.50%
109858	71 Quantum Street Markham	71 Quantum Street Markham	RES1	roof-top	8.50	01-Jan-16	advance monthly	\$30	255.00	0.50%
110167	28 Brighton PkWayHamilton, ON	28 Brighton PkWayHamilton, ON	RES1	roof-top	5.96	01-Jan-16	advance monthly	\$30	166.65	0.50%
110186	46 Widdick Crescent	46 Widdick Crescent	RES1	roof-top	8.50	01-Jan-16	advance monthly	\$30	255.00	0.50%
110261	58 Della Crescent Brampton, ON L7A 2K7	58 Della Crescent Brampton, ON L7A 2K7	RES1	roof-top	9.00	01-Jan-16	advance monthly	\$30	270.00	0.50%
110348	1649 Ballantrae Drive Oshawa, ON	1649 Ballantrae Drive Oshawa, ON	RES1	roof-top	10.20	01-Jan-16	advance monthly	\$30	306.00	0.50%
110532	32 Delmonico Rd, Brampton	32 Delmonico Rd, Brampton	RES1	roof-top	9.75	01-Jan-16	advance monthly	\$30	292.50	0.50%
110644	4 Orange Tree Gate Brampton, ON L7A 2A7	4 Orange Tree Gate Brampton, ON L7A 2A7	RES1	roof-top	6.89	01-Jan-16	advance monthly	\$30	206.55	0.50%
110650	484 Strasburg Road Kitchener	484 Strasburg Road Kitchener	RES1	roof-top	6.50	01-Jan-16	advance monthly	\$30	195.00	0.50%
110677	605 Mahawk Road E. Cambridge	605 Mahawk Road E. Cambridge	RES1	roof-top	6.75	01-Jan-16	advance monthly	\$30	202.50	0.50%
110744	115 Morrison Cres Markham, ON L3R 9L1	115 Morrison Cres Markham, ON L3R 9L1	RES1	roof-top	8.00	01-Jan-16	advance monthly	\$30	240.00	0.50%
110759	203 Abercrombie Ave Hamilton	203 Abercrombie Ave Hamilton	RES1	roof-top	5.75	01-Jan-16	advance monthly	\$30	172.50	0.50%
110864	550 Maplehurst Ave	550 Maplehurst Ave	RES1	roof-top	6.52	01-Jan-16	advance monthly	\$30	187.50	0.50%
110909	214 Langstaff Rd W Richmond Hill	214 Langstaff Rd W Richmond Hill	RES1	roof-top	8.75	01-Jan-16	advance monthly	\$30	262.50	0.50%
110937	441 Marion Ave, Oshawa, ON L1J 3B5	441 Marion Ave, Oshawa, ON L1J 3B5	RES1	roof-top	9.50	01-Jan-16	advance monthly	\$30	285.00	0.50%
110939	422 Otterbein Road Kitchener	422 Otterbein Road Kitchener	RES1	roof-top	6.00	01-Jan-16	advance monthly	\$30	180.00	0.50%
110943	120 Wensley Court Kitchener	120 Wensley Court Kitchener	RES1	roof-top	5.50	01-Jan-16	advance monthly	\$30	165.00	0.50%
110956	75 Turlon Cr Vaughan	75 Turlon Cr Vaughan	RES1	roof-top	8.75	01-Jan-16	advance monthly	\$30	262.50	0.50%
110960	21 Gordon Weeden Road Markham	21 Gordon Weeden Road Markham	RES1	roof-top	6.00	01-Jan-16	advance monthly	\$30	180.00	0.50%
111024	28 Heffer Ave. Brampton	28 Heffer Ave. Brampton	RES1	roof-top	7.50	01-Jan-16	advance monthly	\$30	225.00	0.50%
111037	88 Ridgfield Cres Maple	88 Ridgfield Cres Maple	RES1	roof-top	6.50	01-Jan-16	advance monthly	\$30	195.00	0.50%
111112	17 Black Maple Cres Maple	17 Black Maple Cres Maple	RES1	roof-top	7.25	01-Jan-16	advance monthly	\$30	217.50	0.50%
111315	1124 Greenwood Blvd., Windsor, ON L8P 1J4	1124 Greenwood Blvd., Windsor, ON L8P 1J4	RES1	roof-top	9.15	01-Jan-16	advance monthly	\$30	274.50	0.50%
111344	14 Duval Ave Haliburton	14 Duval Ave Haliburton	RES1	roof-top	5.50	01-Jan-16	advance monthly	\$30	165.00	0.50%
111320	21 Carberry CresGuelph, ON	21 Carberry CresGuelph, ON	RES1	roof-top	5.36	01-Jan-16	advance monthly	\$30	160.65	0.50%
111326	24 Sidney Cres, Guelph, ON	24 Sidney Cres, Guelph, ON	RES1	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
111329</										

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sqWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/sqWp)	Total Management Services Fee (\$/year)	Escalation Rate
121812	19 Innes Drive, Barrie, ON L4N 0Y8	19 Innes Drive, Barrie, ON L4N 0Y8	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
121816	107 Whitwell Drive, Brampton, ON	107 Whitwell Drive, Brampton, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
121822	1431 Elmore Ave., Cambridge, ON	1431 Elmore Ave., Cambridge, ON	RESI	roof-top	9.73	01-Jan-16	advance monthly	\$30	292.50	0.50%
121852	183 Stonybrook Dr. Kitchener, ON	183 Stonybrook Dr. Kitchener, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
121880	132 Lawford Dr., Hamilton, ON	132 Lawford Dr., Hamilton, ON	RESI	roof-top	6.89	01-Jan-16	advance monthly	\$30	206.55	0.50%
122068	11 Lullington Crescent/Markham, ON L3R 3G4	11 Lullington Crescent/Markham, ON L3R 3G4	RESI	roof-top	9.50	01-Jan-16	advance monthly	\$30	285.00	0.50%
122074	256 Alfred Peterson Drive/Markham, ON L6E 2G1	256 Alfred Peterson Drive/Markham, ON L6E 2G1	RESI	roof-top	9.50	01-Jan-16	advance monthly	\$30	285.00	0.50%
122077	87 Raymond Drive/Markham, ON	87 Raymond Drive/Markham, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
122087	1172 Field Dr. Milton, ON L9T 6G7	1172 Field Dr. Milton, ON L9T 6G7	RESI	roof-top	8.87	01-Jan-16	advance monthly	\$30	260.10	0.50%
122104	1460 Fairview Rd. Cambridge, ON	1460 Fairview Rd. Cambridge, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
122110	5 Allison Cres Brampton, ON	5 Allison Cres Brampton, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
122124	5697 Glen Erin Dr. Mississauga, ON	5697 Glen Erin Dr. Mississauga, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
122128	75 Quatern St. Markham, ON	75 Quatern St. Markham, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
122466	119 Old Maple Blvd/Guelph, ON	119 Old Maple Blvd/Guelph, ON	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
122481	6253 Skinner St., Niagara Falls, ON	6253 Skinner St., Niagara Falls, ON	RESI	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
122512	54 Redeflow Road, Brampton, ON	54 Redeflow Road, Brampton, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
122613	18 Hummingbird Drive, Toronto, ON M1X 1W8	18 Hummingbird Drive, Toronto, ON M1X 1W8	RESI	roof-top	5.20	01-Jan-16	advance monthly	\$30	156.00	0.50%
122933	23 Henry St/Kitchener, ON N2G 1P4	23 Henry St/Kitchener, ON N2G 1P4	RESI	roof-top	7.91	01-Jan-16	advance monthly	\$30	237.15	0.50%
122935	17 Silver Acre Rd Brampton, ON	17 Silver Acre Rd Brampton, ON	RESI	roof-top	7.14	01-Jan-16	advance monthly	\$30	214.20	0.50%
122998	695 Peter Robertson Blvd, Brampton, ON	695 Peter Robertson Blvd, Brampton, ON	RESI	roof-top	7.02	01-Jan-16	advance monthly	\$30	210.45	0.50%
123001	25 Charrington Cres. Markham, ON	25 Charrington Cres. Markham, ON	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
123013	307 Westridge St. Kitchener, ON N2P 0B3	307 Westridge St. Kitchener, ON N2P 0B3	RESI	roof-top	5.75	01-Jan-16	advance monthly	\$30	172.50	0.50%
123018	2 Elva Cres/Markham, ON L3C 4B6	2 Elva Cres/Markham, ON L3C 4B6	RESI	roof-top	7.14	01-Jan-16	advance monthly	\$30	214.20	0.50%
123074	146 Kitty Murray Lane Ancaster, ON	146 Kitty Murray Lane Ancaster, ON	RESI	roof-top	7.40	01-Jan-16	advance monthly	\$30	221.85	0.50%
123075	333 Killmery CRT/Chawara, ON	333 Killmery CRT/Chawara, ON	RESI	roof-top	8.67	01-Jan-16	advance monthly	\$30	260.10	0.50%
123111	36 Marchbanks Cres Brampton, ON	36 Marchbanks Cres Brampton, ON	RESI	roof-top	6.89	01-Jan-16	advance monthly	\$30	206.55	0.50%
123124	20 Cadillac Cres Brampton, ON L7A 3B2	20 Cadillac Cres Brampton, ON L7A 3B2	RESI	roof-top	7.65	01-Jan-16	advance monthly	\$30	229.50	0.50%
123200	100 Beech St/Brampton, ON	100 Beech St/Brampton, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
123242	20 Samuel Dickinson, ON	20 Samuel Dickinson, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
123929	26 Badger Ave/Brampton, ON	26 Badger Ave/Brampton, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
124050	22 Clydesdale Road, Markham, ON	22 Clydesdale Road, Markham, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
124069	35 Janet Crt Hamilton, ON	35 Janet Crt Hamilton, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
124254	74 Che Road, Kitchener, ON	74 Che Road, Kitchener, ON	RESI	roof-top	6.12	01-Jan-16	advance monthly	\$30	183.60	0.50%
124741	3242 Cambourne CRE/Mississauga, ON	3242 Cambourne CRE/Mississauga, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
124780	251 Enbridge Dr Kitchener, ON	251 Enbridge Dr Kitchener, ON	RESI	roof-top	8.42	01-Jan-16	advance monthly	\$30	252.45	0.50%
124901	62 Cecilia Blvd, Brampton, ON L6R 2V6	62 Cecilia Blvd, Brampton, ON L6R 2V6	RESI	roof-top	7.02	01-Jan-16	advance monthly	\$30	210.45	0.50%
124902	58 Portrush Trail, Brampton, ON L6X 0R1	58 Portrush Trail, Brampton, ON L6X 0R1	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
125150	1232 Sherwood Mills Blvd, Mississauga, ON	1232 Sherwood Mills Blvd, Mississauga, ON	RESI	roof-top	6.75	01-Jan-16	advance monthly	\$30	202.50	0.50%
125175	46 Innes Gate St Kitchener, ON	46 Innes Gate St Kitchener, ON	RESI	roof-top	7.54	01-Jan-16	advance monthly	\$30	224.20	0.50%
125184	235 Viddens Street West Brampton, ON	235 Viddens Street West Brampton, ON	RESI	roof-top	9.15	01-Jan-16	advance monthly	\$30	274.50	0.50%
125362	144 Raymondville Dr. Markham, ON	144 Raymondville Dr. Markham, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
125594	3184 Cambourne CRE/Mississauga, ON	3184 Cambourne CRE/Mississauga, ON	RESI	roof-top	5.36	01-Jan-16	advance monthly	\$30	160.65	0.50%
125680	69 Penasco CRE/Guelph, ON	69 Penasco CRE/Guelph, ON	RESI	roof-top	7.89	01-Jan-16	advance monthly	\$30	237.15	0.50%
125714	29 Picasso Drive/Brampton, ON	29 Picasso Drive/Brampton, ON	RESI	roof-top	7.14	01-Jan-16	advance monthly	\$30	214.20	0.50%
125781	263 Holloway Terrace/Milton, ON	263 Holloway Terrace/Milton, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
125866	16 Garcia RD/Chatham, ON	16 Garcia RD/Chatham, ON	RESI	roof-top	7.02	01-Jan-16	advance monthly	\$30	210.45	0.50%
125885	199 Cardinal St/Barron, ON L4M 6G8	199 Cardinal St/Barron, ON L4M 6G8	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
125938	101 Len Cres/Brampton, ON	101 Len Cres/Brampton, ON	RESI	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
125937	3064 Eden Crt CRE/Mississauga, ON	3064 Eden Crt CRE/Mississauga, ON	RESI	roof-top	9.75	01-Jan-16	advance monthly	\$30	292.50	0.50%
125977	32 Arzoopest Dr/Brampton, ON	32 Arzoopest Dr/Brampton, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
125999	70 Lyman Street/London, ON	70 Lyman Street/London, ON	RESI	roof-top	7.40	01-Jan-16	advance monthly	\$30	221.85	0.50%
126000	4 Villagewood Mill/Brampton, ON	4 Villagewood Mill/Brampton, ON	RESI	roof-top	9.44	01-Jan-16	advance monthly	\$30	281.05	0.50%
126052	236 Aero Road/Markham, ON	236 Aero Road/Markham, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
126068	5701 Margarta Crescent, Mississauga, ON L5M 6V7	5701 Margarta Crescent, Mississauga, ON L5M 6V7	RESI	roof-top	5.20	01-Jan-16	advance monthly	\$30	156.00	0.50%
126091	14 Mercer Street, Dundas, ON	14 Mercer Street, Dundas, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
126113	221 Grantham Ave/Ed. Catharines, ON	221 Grantham Ave/Ed. Catharines, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
126117	32 St. Tristram Pl./Markham, ON	32 St. Tristram Pl./Markham, ON	RESI	roof-top	7.14	01-Jan-16	advance monthly	\$30	214.20	0.50%
126247	26 Sandown Dr/Hamilton, ON	26 Sandown Dr/Hamilton, ON	RESI	roof-top	9.75	01-Jan-16	advance monthly	\$30	292.50	0.50%
126304	181 Menzies CRE/Hamilton, ON	181 Menzies CRE/Hamilton, ON	RESI	roof-top	8.47	01-Jan-16	advance monthly	\$30	260.10	0.50%
126349	45 Ieremia Cres/Woodbridge, ON	45 Ieremia Cres/Woodbridge, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
126463	4276 Tomlin RD/Mississauga, ON	4276 Tomlin RD/Mississauga, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
126467	189 South Bend Rd East/Hamilton, ON	189 South Bend Rd East/Hamilton, ON	RESI	roof-top	7.91	01-Jan-16	advance monthly	\$30	237.15	0.50%
126495	3052 Cabana CRE/Mississauga, ON	3052 Cabana CRE/Mississauga, ON	RESI	roof-top	6.38	01-Jan-16	advance monthly	\$30	191.25	0.50%
126635	1201 Knight Trail/Milton, ON	1201 Knight Trail/Milton, ON	RESI	roof-top	7.40	01-Jan-16	advance monthly	\$30	221.85	0.50%
126724	1487 Chantrelle CRE/Mississauga, ON	1487 Chantrelle CRE/Mississauga, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
126876	1270 Blossfield Drive/Markham, ON	1270 Blossfield Drive/Markham, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
126876	135 Valera Drive, Stony Creek, ON L8E 4T1	135 Valera Drive, Stony Creek, ON L8E 4T1	RESI	roof-top	9.62	01-Jan-16	advance monthly	\$30	288.60	0.50%
126927	98 Glenora Ave/Hamilton, ON	98 Glenora Ave/Hamilton, ON	RESI	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
126937	44 Whitfield CRE/Kitchener, ON	44 Whitfield CRE/Kitchener, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
126976	370 Marble Place/Brampton, ON	370 Marble Place/Brampton, ON	RESI	roof-top	9.46	01-Jan-16	advance monthly	\$30	283.65	0.50%
127098	44 Byer Dr/Markham, ON	44 Byer Dr/Markham, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
127101	62 Mason Dr/Kitchmond Hill, ON	62 Mason Dr/Kitchmond Hill, ON	RESI	roof-top	7.50	01-Jan-16	advance monthly	\$30	225.00	0.50%
127126	14 Fox St/Chatham, ON	14 Fox St/Chatham, ON	RESI	roof-top	8.83	01-Jan-16	advance monthly	\$30	261.75	0.50%
127179	6501 Melzer Meadows/Mississauga, ON	6501 Melzer Meadows/Mississauga, ON	RESI	roof-top	4.75	01-Jan-16	advance monthly	\$30	142.50	0.50%
127338	27 Aram DR/Ed. Catharines, ON	27 Aram DR/Ed. Catharines, ON	RESI	roof-top	10.00	01-Jan-16	advance monthly	\$30	300.00	0.50%
127344	1089 Southgate Dr/Brampton, ON	1089 Southgate Dr/Brampton, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
127349	31 Harmsworth Ave/Brampton, ON	31 Harmsworth Ave/Brampton, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
127448	12 Parklands Dr/Hamilton, ON	12 Parklands Dr/Hamilton, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
127510	1752 Benjamin Ave/Windsor, ON	1752 Benjamin Ave/Windsor, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
127563	593 Veterans RD/Oshawa, ON	593 Veterans RD/Oshawa, ON	RESI	roof-top	5.87	01-Jan-16	advance monthly	\$30	175.95	0.50%
127602	35 Duncan Blvd Dr/Brampton, ON	35 Duncan Blvd Dr/Brampton, ON	RESI	roof-top	7.40	01-Jan-16	advance monthly	\$30	221.85	0.50%
127632	6 Bengard Road/Brampton, ON	6 Bengard Road/Brampton, ON	RESI	roof-top	8.85	01-Jan-16	advance monthly	\$30	263.35	0.50%
127644	14 Hawthorne Court/Brampton, ON	14 Hawthorne Court/Brampton, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
127734	17465 St. Luke RD/Windsor, ON	17465 St. Luke RD/Windsor, ON	RESI	roof-top	8.25	01-Jan-16	advance monthly	\$30	247.50	0.50%
127760	39 Pleasant Road/Guelph, ON	39 Pleasant Road/Guelph, ON	RESI	roof-top	6.89	01-Jan-16	advance monthly	\$30	206.55	0.50%
127762	298 Jetika Terrace/Milton, ON	298 Jetika Terrace/Milton, ON	RESI	roof-top	7.00	01-Jan-16	advance monthly	\$30	210.00	0.50%
127776	6144 Snowy Owl CRE/Mississauga, ON	6144 Snowy Owl CRE/Mississauga, ON	RESI	roof-top	7.25	01-Jan-16	advance monthly	\$30	217.50	0.50%
127828	96 Guelph St/Guelph, ON	96 Guelph St/Guelph, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
127916	100 Madelon Rd/Brampton, ON	100 Madelon Rd/Brampton, ON	RESI	roof-top	5.87	01-Jan-16	advance monthly	\$30	175.95	0.50%
127928	173 Rosford CRE/Kitchener, ON	173 Rosford CRE/Kitchener, ON	RESI	roof-top	5.87	01-Jan-16	advance monthly	\$30	175.95	0.50%
127967	5405 Tasha DR/Mississauga, ON	5405 Tasha DR/Mississauga, ON	RESI	roof-top	9.44	01-Jan-16	advance monthly	\$30	281.05	0.50%
127980	75 Jennings Drive, Bramptonville, ON L3C 0C2	75 Jennings Drive, Bramptonville, ON L3C 0C2	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
128012	3625 Bala DR/Mississauga, ON	3625 Bala DR/Mississauga, ON	RESI	roof-top	6.50	01-Jan-16	advance monthly	\$30	195.00	0.50%
128036	186 Golden Orchard Dr/Hamilton, ON	186 Golden Orchard Dr/Hamilton, ON	RESI	roof-top	6.89	01-Jan-16	advance monthly	\$30	206.55	0.50%
128060	211 Shoreham Wynd/Windsor, ON	211 Shoreham Wynd/Windsor, ON	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
128061	4923 Cappellefield CRT/Oshawa, ON	4923 Cappellefield CRT/Oshawa, ON	RESI	roof-top	5.87	01-Jan-16	advance monthly	\$30	175.95	0.50%
128097	105 Grange Street/Guelph, ON N1E 2V3	105 Grange Street/Guelph, ON N1E 2V3	RESI	roof-top	9.46	01-Jan-16	advance monthly	\$30	283.65	0.50%
128100	3502 Woodland Ave Windsor, ON	3502 Woodland Ave Windsor, ON	RESI	roof-top	7.32	01-Jan-16	advance monthly	\$30	219.60	0.50%
128177	4635 First Ave/Niagara Falls, ON	4635 First Ave/Niagara Falls, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
128197	96 Maxton CRE/Cambridge, ON	96 Maxton CRE/Cambridge, ON	RESI	roof-top	5.87	01-Jan-16	advance monthly	\$30	175.95	0.50%
128203	223 Magnific Crest/Milton, ON	223 Magnific Crest/Milton, ON	RESI	roof-top	8.16	01-Jan-16	advance monthly	\$30	244.80	0.50%
128223	120 Brimley St/London, ON	120 Brimley St/London, ON	RESI	roof-top	6.71	01-Jan-16	advance monthly	\$30	201.30	0.50%
128245	971 Len CRE/Brampton, ON	971 Len CRE/Brampton, ON	RESI	roof-top	7.02	01-Jan-16	advance monthly	\$30	210.45	0.50%
128464	1600 Rockaway St/O									

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
130041	642 Radisson AvenueOshawa, ON	642 Radisson AvenueOshawa, ON	RESI	roof-top	5.49	01-Jan-16	advance monthly	\$30	164.70	0.50%
130048	41 Larncliffe CircleCambridge, ON	41 Larncliffe CircleCambridge, ON	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
130073	45 Cornwallt Ave. Hamilton, ON	45 Cornwallt Ave. Hamilton, ON	RESI	roof-top	5.87	01-Jan-16	advance monthly	\$30	172.95	0.50%
130069	9 Frost TrailBarrie, ON	9 Frost TrailBarrie, ON	RESI	roof-top	5.19	01-Jan-16	advance monthly	\$30	155.55	0.50%
130706	1024 Anna Maria AvenueMill, ON L5S 1V6	1024 Anna Maria AvenueMill, ON L5S 1V6	RESI	roof-top	9.15	01-Jan-16	advance monthly	\$30	274.50	0.50%
130078	1211 Lincoln RoadWindsor, ON	1211 Lincoln RoadWindsor, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	291.80	0.50%
130086	266 London RoadBrampton, ON	266 London RoadBrampton, ON	RESI	roof-top	7.32	01-Jan-16	advance monthly	\$30	219.60	0.50%
130014	692 Hildegarde St. Windsor, ON N8K 2Z6	692 Hildegarde St. Windsor, ON N8K 2Z6	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
130092	16 Embury CourtHamilton, ON	16 Embury CourtHamilton, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
130095	217 Royal Salisbury WayBrampton, ON	217 Royal Salisbury WayBrampton, ON	RESI	roof-top	7.02	01-Jan-16	advance monthly	\$30	210.45	0.50%
130077	17 Heatherside CrtBrampton, ON	17 Heatherside CrtBrampton, ON	RESI	roof-top	7.02	01-Jan-16	advance monthly	\$30	210.45	0.50%
130103	2325 Milton, Windsor, ON N9C 1T3	2325 Milton, Windsor, ON N9C 1T3	RESI	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
130107	643 Bridge Avenue Windsor, ON	643 Bridge Avenue Windsor, ON	RESI	roof-top	7.91	01-Jan-16	advance monthly	\$30	232.15	0.50%
130103	47 Farmhouse CrtLondon, ON N5Y 5M4	47 Farmhouse CrtLondon, ON N5Y 5M4	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
131159	34 Daley AveBrampton, ON L1C 5G1	34 Daley AveBrampton, ON L1C 5G1	RESI	roof-top	7.02	01-Jan-16	advance monthly	\$30	210.45	0.50%
131213	8859 Silverstone Chisholm Falls, ON L2H 0B8	8859 Silverstone Chisholm Falls, ON L2H 0B8	RESI	roof-top	7.91	01-Jan-16	advance monthly	\$30	232.15	0.50%
131241	2251 Hall AveWindsor, ON N9W 2J8	2251 Hall AveWindsor, ON N9W 2J8	RESI	roof-top	7.63	01-Jan-16	advance monthly	\$30	228.75	0.50%
131330	1001 Garden AvenueOshawa, ON	1001 Garden AvenueOshawa, ON	RESI	roof-top	9.15	01-Jan-16	advance monthly	\$30	274.50	0.50%
131318	8 Elmora DriveHamilton, ON	8 Elmora DriveHamilton, ON	RESI	roof-top	8.24	01-Jan-16	advance monthly	\$30	247.05	0.50%
131540	103 Steffler DriveGeorgetown, ON	103 Steffler DriveGeorgetown, ON	RESI	roof-top	5.10	01-Jan-16	advance monthly	\$30	153.00	0.50%
131581	104 Midknight AveWaterloo, ON L0R 2H7	104 Midknight AveWaterloo, ON L0R 2H7	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
131593	40 Lucerne DriveKitchener, ON N2L 1B3	40 Lucerne DriveKitchener, ON N2L 1B3	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
131610	19 Kingswood Dr., Kitchener, ON N2L 1A8	19 Kingswood Dr., Kitchener, ON N2L 1A8	RESI	roof-top	9.62	01-Jan-16	advance monthly	\$30	288.60	0.50%
131642	23 Baker DriveS. Catherine's, ON	23 Baker DriveS. Catherine's, ON	RESI	roof-top	5.49	01-Jan-16	advance monthly	\$30	164.70	0.50%
131711	83 Bremen LaneMississauga, ON	83 Bremen LaneMississauga, ON	RESI	roof-top	5.19	01-Jan-16	advance monthly	\$30	155.55	0.50%
131739	68 Foster StreetStellenboschburg, ON	68 Foster StreetStellenboschburg, ON	RESI	roof-top	5.49	01-Jan-16	advance monthly	\$30	164.70	0.50%
131817	4 Holmstead CrtBrampton, ON L6S 1R9	4 Holmstead CrtBrampton, ON L6S 1R9	RESI	roof-top	6.10	01-Jan-16	advance monthly	\$30	183.00	0.50%
131827	210 Sandingham DriveCourtice, ON	210 Sandingham DriveCourtice, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
131852	61 Battle Street Thorold, ON	61 Battle Street Thorold, ON	RESI	roof-top	5.49	01-Jan-16	advance monthly	\$30	164.70	0.50%
131978	334 Eleanor StreetLondon, ON	334 Eleanor StreetLondon, ON	RESI	roof-top	7.28	01-Jan-16	advance monthly	\$30	218.40	0.50%
131906	240 Gibb St Oshawa, ON L1J 1Y8	240 Gibb St Oshawa, ON L1J 1Y8	RESI	roof-top	5.49	01-Jan-16	advance monthly	\$30	164.70	0.50%
132007	7517 Redstone RoadMississauga, ON	7517 Redstone RoadMississauga, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
132053	11 Hibbark TrailBarrie, ON L4S 1P5	11 Hibbark TrailBarrie, ON L4S 1P5	RESI	roof-top	8.24	01-Jan-16	advance monthly	\$30	247.05	0.50%
132068	139 Gladstone AvenueOshawa, ON	139 Gladstone AvenueOshawa, ON	RESI	roof-top	4.58	01-Mar-16	advance monthly	\$30	137.25	0.50%
132098	912 Willow DriveLondon, ON	912 Willow DriveLondon, ON	RESI	roof-top	8.54	01-Jan-16	advance monthly	\$30	256.20	0.50%
132137	18 Leighton CrescentCambridge, ON N8P 4L3	18 Leighton CrescentCambridge, ON N8P 4L3	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
132147	1056 Ford BoulevardWindsor, ON	1056 Ford BoulevardWindsor, ON	RESI	roof-top	5.19	01-Jan-16	advance monthly	\$30	155.55	0.50%
132199	430 Dundum Street SouthHamilton, ON	430 Dundum Street SouthHamilton, ON	RESI	roof-top	6.38	01-Mar-16	advance monthly	\$30	191.25	0.50%
132272	10 Kelly CrescentPort Hope, ON	10 Kelly CrescentPort Hope, ON	RESI	roof-top	6.71	01-Jan-16	advance monthly	\$30	201.30	0.50%
132328	143 Edgar StreetCambridge, ON	143 Edgar StreetCambridge, ON	RESI	roof-top	6.71	01-Jan-16	advance monthly	\$30	201.30	0.50%
132418	18 Hiram StreetChatham-Kent, ON N8A 2R6	18 Hiram StreetChatham-Kent, ON N8A 2R6	RESI	roof-top	5.49	01-Sep-16	advance monthly	\$30	164.70	0.50%
132518	142 Third StreetBrampton, ON	142 Third StreetBrampton, ON	RESI	roof-top	5.49	01-Jan-16	advance monthly	\$30	164.70	0.50%
132561	565 CrawfordWindsor, ON	565 CrawfordWindsor, ON	RESI	roof-top	5.49	01-Jan-16	advance monthly	\$30	164.70	0.50%
132609	6740 James Austin DriveMississauga, ON	6740 James Austin DriveMississauga, ON	RESI	roof-top	8.42	01-Jan-16	advance monthly	\$30	252.45	0.50%
132696	159 Glen AvenueHamilton, ON	159 Glen AvenueHamilton, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
132753	115 Tweddle AvenueNorth York, ON	115 Tweddle AvenueNorth York, ON	RESI	roof-top	7.65	01-Jan-16	advance monthly	\$30	223.50	0.50%
132793	9 Kelly Crescent Port Hope, ON	9 Kelly Crescent Port Hope, ON	RESI	roof-top	8.54	01-Jan-16	advance monthly	\$30	256.20	0.50%
132936	16 Lorinc CrescentMarkham, ON	16 Lorinc CrescentMarkham, ON	RESI	roof-top	5.19	01-Jan-16	advance monthly	\$30	155.55	0.50%
132960	1094 Brooms Road North York, ON	1094 Brooms Road North York, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
132992	12029 Talbot TrailChatham-Kent, ON	12029 Talbot TrailChatham-Kent, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
133015	4 Napa LaneStoney Creek, ON	4 Napa LaneStoney Creek, ON	RESI	roof-top	8.54	01-Jan-16	advance monthly	\$30	256.20	0.50%
133037	1038 McCaughey Drive, Milton, ON	1038 McCaughey Drive, Milton, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
133047	60 William Peddison Drive, Barrie, ON L4M 0G4	60 William Peddison Drive, Barrie, ON L4M 0G4	RESI	roof-top	9.44	01-Jan-16	advance monthly	\$30	284.80	0.50%
133091	4222 Pleasant RunMississauga, ON	4222 Pleasant RunMississauga, ON	RESI	roof-top	5.19	01-Jan-16	advance monthly	\$30	155.55	0.50%
133130	1015 Henry Ford Centre Dr., Windsor, ON	1015 Henry Ford Centre Dr., Windsor, ON	RESI	roof-top	7.80	01-Apr-16	advance monthly	\$30	234.00	0.50%
133163	126 Wierstone TerraceCambridge, ON	126 Wierstone TerraceCambridge, ON	RESI	roof-top	6.38	01-Apr-16	advance monthly	\$30	191.25	0.50%
133226	48 Street Street, Barrie, ON L4M 2E7	48 Street Street, Barrie, ON L4M 2E7	RESI	roof-top	9.44	01-Mar-16	advance monthly	\$30	283.05	0.50%
133280	742 Agnew Crescent, Milton, ON	742 Agnew Crescent, Milton, ON	RESI	roof-top	8.32	01-Jan-16	advance monthly	\$30	249.60	0.50%
133350	44 Morton RoadWindsor, ON	44 Morton RoadWindsor, ON	RESI	roof-top	8.24	01-Jan-16	advance monthly	\$30	247.05	0.50%
133381	307 Northview Heights PlaceCambridge, ON	307 Northview Heights PlaceCambridge, ON	RESI	roof-top	4.88	01-Jan-16	advance monthly	\$30	146.40	0.50%
133385	229 Elliott StreetCambridge, ON	229 Elliott StreetCambridge, ON	RESI	roof-top	7.63	01-Jan-16	advance monthly	\$30	228.75	0.50%
133473	582 Walpole CrescentNewmarket, ON	582 Walpole CrescentNewmarket, ON	RESI	roof-top	4.27	01-Jan-16	advance monthly	\$30	128.10	0.50%
133482	13 South Street Trenton, ON	13 South Street Trenton, ON	RESI	roof-top	8.80	01-Jan-16	advance monthly	\$30	271.40	0.50%
133568	86 Worthington Ave., Brampton, ON L7A 1N9	86 Worthington Ave., Brampton, ON L7A 1N9	RESI	roof-top	9.69	01-Mar-16	advance monthly	\$30	290.70	0.50%
133588	2353 Windermere RoadWindsor, ON	2353 Windermere RoadWindsor, ON	RESI	roof-top	7.32	30-Jan-16	advance monthly	\$30	216.60	0.50%
133652	65 Loraine CrescentBrampton, ON	65 Loraine CrescentBrampton, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
133936	36 Shorten Pt. Ajax, ON	36 Shorten Pt. Ajax, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
134218	16 McCutcheon Road, Mulmur, ON L9Z 3E8	16 McCutcheon Road, Mulmur, ON L9Z 3E8	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
134235	178 Lonsford Road North York, ON	178 Lonsford Road North York, ON	RESI	roof-top	6.12	01-Jan-16	advance monthly	\$30	183.60	0.50%
134243	18 Royal Links Circle, Brampton, ON L6P 2W9	18 Royal Links Circle, Brampton, ON L6P 2W9	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
134253	33 Somerset StreetTrenton, ON	33 Somerset StreetTrenton, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
134289	225 Dundas StreetBrampton, ON	225 Dundas StreetBrampton, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
134247	5460 Hays Avenue, Windsor, ON N8T 3X9	5460 Hays Avenue, Windsor, ON N8T 3X9	RESI	roof-top	6.41	01-Jan-16	advance monthly	\$30	192.15	0.50%
134350	5403 Bellbrook RoadVerona, ON	5403 Bellbrook RoadVerona, ON	RESI	roof-top	6.41	01-Jan-16	advance monthly	\$30	192.15	0.50%
134423	508 Farion CrescentMilton, ON	508 Farion CrescentMilton, ON	RESI	roof-top	5.80	01-Jan-16	advance monthly	\$30	173.85	0.50%
134423	5151 Barrie AvenueWellington, ON	5151 Barrie AvenueWellington, ON	RESI	roof-top	7.63	01-Jan-16	advance monthly	\$30	223.50	0.50%
134632	3362 Lansdown DriveBurlington, ON	3362 Lansdown DriveBurlington, ON	RESI	roof-top	5.49	01-Jan-16	advance monthly	\$30	164.70	0.50%
134676	4111 Stadelbauer Drive, Beaverville, ON L0R 1B7	4111 Stadelbauer Drive, Beaverville, ON L0R 1B7	RESI	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
134770	267 Hansen Road North York, ON	267 Hansen Road North York, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
134812	83 Centre StreetCanara, ON	83 Centre StreetCanara, ON	RESI	roof-top	8.84	01-Jan-16	advance monthly	\$30	265.20	0.50%
134819	87 Biehn Street, Kitchener, ON N2L 4L2	87 Biehn Street, Kitchener, ON N2L 4L2	RESI	roof-top	8.42	01-Jan-16	advance monthly	\$30	252.45	0.50%
134903	246 Durham Road E., Windsor, ON L9P 1R1	246 Durham Road E., Windsor, ON L9P 1R1	RESI	roof-top	9.95	01-Sep-16	advance monthly	\$30	298.35	0.50%
137149	552 Oak AvenueWindsor, ON	552 Oak AvenueWindsor, ON	RESI	roof-top	9.18	01-Jan-16	advance monthly	\$30	273.40	0.50%
137334	11 Eugenia St., Barrie, ON L4M 1P6	11 Eugenia St., Barrie, ON L4M 1P6	RESI	roof-top	11.91	01-Apr-16	advance monthly	\$30	337.15	0.50%
137361	66 Ornduff Cres., Kitchener, ON N2L 3N4	66 Ornduff Cres., Kitchener, ON N2L 3N4	RESI	roof-top	9.88	01-Mar-16	advance monthly	\$30	296.40	0.50%
137385	14 Grand Valley Drive, Brampton, ON L6S 213	14 Grand Valley Drive, Brampton, ON L6S 213	RESI	roof-top	7.91	01-Jan-16	advance monthly	\$30	232.15	0.50%
137429	1251 Jalna Blvd., London, ON N6E 2A8	1251 Jalna Blvd., London, ON N6E 2A8	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
137439	649 Deon South Drive, Kitchener, ON N2P 2X5	649 Deon South Drive, Kitchener, ON N2P 2X5	RESI	roof-top	7.91	01-Jan-16	advance monthly	\$30	232.15	0.50%
137459	13 Cheven CourtBrampton, ON	13 Cheven CourtBrampton, ON	RESI	roof-top	8.93	01-Jan-16	advance monthly	\$30	269.75	0.50%
137460	32 Mill St., Hamilton, ON L8R 2E1	32 Mill St., Hamilton, ON L8R 2E1	RESI	roof-top	4.94	01-Jan-16	advance monthly	\$30	148.20	0.50%
137479	9 Mortimer DriveBrampton, ON	9 Mortimer DriveBrampton, ON	RESI	roof-top	9.60	01-Jan-16	advance monthly	\$30	288.00	0.50%
137486	6092 Carlton AvenueNiagara Falls, ON	6092 Carlton AvenueNiagara Falls, ON	RESI	roof-top	5.87	01-Jan-16	advance monthly	\$30	175.95	0.50%
137489	2119 Mount Forest Drive Burlington, ON	2119 Mount Forest Drive Burlington, ON	RESI	roof-top	9.18	01-Jan-16	advance monthly	\$30	273.40	0.50%
137585	193 Station Road, Ganaroque, ON K7G 2V3	193 Station Road, Ganaroque, ON K7G 2V3	RESI	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
137759	1289 Northmount St., Oshawa, ON	1289 Northmount St., Oshawa, ON	RESI	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
137770	47 Peachtree Place, Concord, ON L4K 2C4	47 Peachtree Place, Concord, ON L4K 2C4	RESI	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
137824	7 Stephen Street S., Catherine's, ON	7 Stephen Street S., Catherine's, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
137906	32 Church St., EastCoburne, ON	32 Church St., EastCoburne, ON	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
137928	148 King Street, Dundas, ON L9H 1W7	148 King Street, Dundas, ON L9H 1W7	RESI	roof-top	8.87	01-Jan-16	advance monthly	\$30	266.10	0.50%
137991	71 Daniel Avenue, Kitchener, ON N2K 3X3	71 Daniel Avenue, Kitchener, ON N2K 3X3	RESI	roof-top	8.24	01-Jan-16	advance monthly	\$30	247.05	0.50%
138014	35 Algonquin TerraceKingston, ON	35 Algonquin TerraceKingston, ON	RESI	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
138026	828 Northern Dancer Drive, Oshawa, ON L1L 0A1	828 Northern Dancer Drive, Oshawa, ON L1L 0A1	RESI	roof-top	6.10	01-Jan-16	advance monthly	\$30	183.00	0.50%
138086										

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Service Fee Rate (\$/kWp)	Total Management Service Fee (\$/year)	Escalation Rate
140037	87 Forthill Rd, Hamilton, ON L9C 6A1	87 Forthill Rd, Hamilton, ON L9C 6A1	RESE	RoofTop	7.02	01-Jan-16	advance monthly	\$30	210.60	0.50%
140053	129 Agassess Road, North York, ON M2H 2G2	129 Agassess Road, North York, ON M2H 2G2	RESE	RoofTop	9.18	01-Jan-16	advance monthly	\$30	275.40	0.50%
140012	24 Goswonger Cres., Mississauga, ON L4R 1J6	24 Goswonger Cres., Mississauga, ON L4R 1J6	RESE	RoofTop	7.01	01-Jan-16	advance monthly	\$30	212.15	0.50%
140084	487 Evans Ave, Etobicoke, ON M9W 2V2	487 Evans Ave, Etobicoke, ON M9W 2V2	RESE	RoofTop	8.16	01-Jan-16	advance monthly	\$30	244.80	0.50%
141160	412 Rutherford Rd North, Brampton, ON L6V 3H9	412 Rutherford Rd North, Brampton, ON L6V 3H9	RESE	RoofTop	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
141004	4602A Dundas Street East, Toronto, ON M1A 1A4	4602A Dundas Street East, Toronto, ON M1A 1A4	RESE	RoofTop	7.65	01-Jan-16	advance monthly	\$30	229.50	0.50%
141536	599 Lombardy Avenue, Oshawa, ON L1J 8G5	599 Lombardy Avenue, Oshawa, ON L1J 8G5	RESE	RoofTop	8.06	30-Jan-16	advance monthly	\$30	241.80	0.50%
141652	623 Lake Street, St. Catharines, ON L2N 6H4	623 Lake Street, St. Catharines, ON L2N 6H4	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
141756	243 Wallace Avenue South, Welland, ON L3B 1K7	243 Wallace Avenue South, Welland, ON L3B 1K7	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
141763	5912 Menzies Street, Mississauga, ON L5V 1W1	5912 Menzies Street, Mississauga, ON L5V 1W1	RESE	RoofTop	7.63	01-Jan-16	advance monthly	\$30	228.75	0.50%
141842	87 Park Row N, Hamilton, ON L8H 4E5	87 Park Row N, Hamilton, ON L8H 4E5	RESE	RoofTop	5.49	01-Jan-16	advance monthly	\$30	164.70	0.50%
141848	368 Kensington Ave N, Hamilton, ON L8L 7W7	368 Kensington Ave N, Hamilton, ON L8L 7W7	RESE	RoofTop	5.20	01-Jan-16	advance monthly	\$30	156.00	0.50%
141888	8005 Snowsow Crescent, Mississauga, ON L5N 7B6	8005 Snowsow Crescent, Mississauga, ON L5N 7B6	RESE	RoofTop	5.32	01-Jan-16	advance monthly	\$30	155.55	0.50%
141907	3351 Deerbrook Drive/Windor, ON	3351 Deerbrook Drive/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
141915	4646 Heintz Crescent/Windor, ON	4646 Heintz Crescent/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
141938	4815 St Clair Avenue, Niagara Falls, ON L2E 3T4	4815 St Clair Avenue, Niagara Falls, ON L2E 3T4	RESE	RoofTop	5.80	01-Jan-16	advance monthly	\$30	172.85	0.50%
141943	69 Lundy Lane, Newmarket, ON L3Y 3B9	69 Lundy Lane, Newmarket, ON L3Y 3B9	RESE	RoofTop	9.18	01-Jul-16	advance monthly	\$30	275.40	0.50%
141947	58 Dolman Court, Cambridge, ON N1S 4E4	58 Dolman Court, Cambridge, ON N1S 4E4	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
142177	58 Bendamere Crescent, Markham, ON L3P 6B9	58 Bendamere Crescent, Markham, ON L3P 6B9	RESE	RoofTop	8.84	01-Mar-16	advance monthly	\$30	265.20	0.50%
142242	46 Stratallan Drive, Courville, ON L1E 2H2	46 Stratallan Drive, Courville, ON L1E 2H2	RESE	RoofTop	5.10	01-Jan-16	advance monthly	\$30	153.00	0.50%
142300	68 Bredford Drive, Brampton, ON L7A 3E7	68 Bredford Drive, Brampton, ON L7A 3E7	RESE	RoofTop	7.80	01-Jan-16	advance monthly	\$30	234.00	0.50%
142384	167 Golden Ave, Markham, ON L3A 4E5	167 Golden Ave, Markham, ON L3A 4E5	RESE	RoofTop	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
142385	163 Applebush Crescent, Kitchener, ON N2E 1A3	163 Applebush Crescent, Kitchener, ON N2E 1A3	RESE	RoofTop	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
142638	58 Watson Street, Scarborough, ON M1C 1E3	58 Watson Street, Scarborough, ON M1C 1E3	RESE	RoofTop	7.91	01-Mar-16	advance monthly	\$30	237.15	0.50%
142656	128 Line 4 Road, Niagara On The Lake, ON L0S 1D0	128 Line 4 Road, Niagara On The Lake, ON L0S 1D0	RESE	RoofTop	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
142661	246 Haddington Avenue, Toronto, ON M6M 3P9	246 Haddington Avenue, Toronto, ON M6M 3P9	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
142676	107 Colwater Road, Orlia, ON L3V 3L5	107 Colwater Road, Orlia, ON L3V 3L5	RESE	RoofTop	8.50	01-Jan-16	advance monthly	\$30	255.00	0.50%
142743	38 Hefford Avenue, Toronto, ON M6S 4E9	38 Hefford Avenue, Toronto, ON M6S 4E9	RESE	RoofTop	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
142770	211 Brindleyworth Crescent, Kitchener, ON N2E 4B5	211 Brindleyworth Crescent, Kitchener, ON N2E 4B5	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
142791	159 Lough Street, St. Catharines, ON L2S 2R4	159 Lough Street, St. Catharines, ON L2S 2R4	RESE	RoofTop	7.14	01-Jan-16	advance monthly	\$30	214.20	0.50%
142811	2515 Dominion Blvd., Windsor, ON N9E 2M5	2515 Dominion Blvd., Windsor, ON N9E 2M5	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
142892	111 Autumn Glen Circle, Etobicoke, ON M9W 6B8	111 Autumn Glen Circle, Etobicoke, ON M9W 6B8	RESE	RoofTop	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
142992	565 Ross Street East, Oshawa, ON L1H 1H1	565 Ross Street East, Oshawa, ON L1H 1H1	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	292.80	0.50%
143031	4608 Sasafusa Avenue/Windor, ON	4608 Sasafusa Avenue/Windor, ON	RESE	RoofTop	9.46	01-Jan-16	advance monthly	\$30	281.65	0.50%
143032	4892 Barcelona Crescent/Windor, ON	4892 Barcelona Crescent/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143034	4128 Sheppard Avenue East, Oshawa, ON	4128 Sheppard Avenue East, Oshawa, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143035	4895 Whitefish Crescent/Windor, ON	4895 Whitefish Crescent/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143036	4896 Juliet Crescent/Windor, ON	4896 Juliet Crescent/Windor, ON	RESE	RoofTop	7.32	01-Jan-16	advance monthly	\$30	219.60	0.50%
143037	4631 Sasafusa Avenue/Windor, ON	4631 Sasafusa Avenue/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143039	4717 Barcelona Crescent/Windor, ON	4717 Barcelona Crescent/Windor, ON	RESE	RoofTop	9.76	01-Aug-16	advance monthly	\$30	292.80	0.50%
143040	2070 Ridgeway Street/Windor, ON	2070 Ridgeway Street/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143041	4268 Barton Crescent/Windor, ON	4268 Barton Crescent/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143042	833 Nova Street/Windor, ON	833 Nova Street/Windor, ON	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
143043	1479 Budget Crescent/Windor, ON	1479 Budget Crescent/Windor, ON	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
143044	3072 Kenilworth Drive/Windor, ON	3072 Kenilworth Drive/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143045	4521 Heintz Crescent/Windor, ON	4521 Heintz Crescent/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143046	4595 Heintz Crescent/Windor, ON	4595 Heintz Crescent/Windor, ON	RESE	RoofTop	9.56	01-Jun-16	advance monthly	\$30	286.65	0.50%
143049	3332 Kenilworth Drive/Windor, ON	3332 Kenilworth Drive/Windor, ON	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143174	188 Hocking Trail, Barrie, ON L4M 1S9	188 Hocking Trail, Barrie, ON L4M 1S9	RESE	RoofTop	8.87	01-Jul-16	advance monthly	\$30	272.15	0.50%
143182	22 Garden Crescent, Hamilton, ON L8V 4T4	22 Garden Crescent, Hamilton, ON L8V 4T4	RESE	RoofTop	9.18	01-Jan-16	advance monthly	\$30	275.40	0.50%
143241	301 Niagara Blvd., Fort Erie, ON L2A 1H1	301 Niagara Blvd., Fort Erie, ON L2A 1H1	RESE	RoofTop	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
143497	2030 Lakeside Drive, Orlia, ON L3V 4H3	2030 Lakeside Drive, Orlia, ON L3V 4H3	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
143533	56 Brookhouse Drive, Newcastle, ON L1B 1N8	56 Brookhouse Drive, Newcastle, ON L1B 1N8	RESE	RoofTop	8.44	01-Jul-16	advance monthly	\$30	281.05	0.50%
143553	3046 Coram Crescent, ON N8R 1P3	3046 Coram Crescent, ON N8R 1P3	RESE	RoofTop	6.10	01-Jan-16	advance monthly	\$30	181.00	0.50%
143570	30 Cooke Armstrong Rd., Frankford, ON K0K 2C0	30 Cooke Armstrong Rd., Frankford, ON K0K 2C0	RESE	RoofTop	7.80	01-Jan-16	advance monthly	\$30	234.00	0.50%
143829	3322 Rivermen Heights, Mississauga, ON L5M 1R1	3322 Rivermen Heights, Mississauga, ON L5M 1R1	RESE	RoofTop	7.40	01-Jan-16	advance monthly	\$30	220.40	0.50%
144006	2766 Truscott Drive, Mississauga, ON L5J 2B7	2766 Truscott Drive, Mississauga, ON L5J 2B7	RESE	RoofTop	6.89	01-Aug-16	advance monthly	\$30	206.55	0.50%
144341	54 Woodstone Crescent, Kingston, ON K7M 6K9	54 Woodstone Crescent, Kingston, ON K7M 6K9	RESE	RoofTop	5.20	01-Jan-16	advance monthly	\$30	156.00	0.50%
144562	18 Monaghan Avenue, Welland, ON N3B 2H8	18 Monaghan Avenue, Welland, ON N3B 2H8	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	292.80	0.50%
144631	329 Hamers Road, Whitby, ON L1M 2A4	329 Hamers Road, Whitby, ON L1M 2A4	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
144673	73 Cee Drive, Ajax, ON L1T 3B9	73 Cee Drive, Ajax, ON L1T 3B9	RESE	RoofTop	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
144675	14 West Andrew Street, Buffalo, ON N0E 1A0	14 West Andrew Street, Buffalo, ON N0E 1A0	RESE	RoofTop	7.14	01-Jan-16	advance monthly	\$30	214.20	0.50%
144684	1562 Prince Road, Windsor, ON N9C 3B3	1562 Prince Road, Windsor, ON N9C 3B3	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
144734	1355 Hallmark Avenue, Windsor, ON N9W 4Z2	1355 Hallmark Avenue, Windsor, ON N9W 4Z2	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
144858	19 Inewish Place, Hamilton, ON L8R 3E8	19 Inewish Place, Hamilton, ON L8R 3E8	RESE	RoofTop	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
144877	132 Gace St., Cambridge, ON N1R 1L8	132 Gace St., Cambridge, ON N1R 1L8	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
144885	70 Terrace St., Fort Erie, ON L2A 6E6	70 Terrace St., Fort Erie, ON L2A 6E6	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
144917	1852 Culver Drive, London, ON N6V 3K6	1852 Culver Drive, London, ON N6V 3K6	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
144918	605 Duncan Street, Welland, ON N3B 4E9	605 Duncan Street, Welland, ON N3B 4E9	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
144959	6 Duggan Drive, Brampton, ON L6V 4E8	6 Duggan Drive, Brampton, ON L6V 4E8	RESE	RoofTop	8.16	01-Jan-16	advance monthly	\$30	244.80	0.50%
144971	16 Wheatfield Road, Brampton, ON L6V 2W1	16 Wheatfield Road, Brampton, ON L6V 2W1	RESE	RoofTop	8.67	30-Jan-16	advance monthly	\$30	260.10	0.50%
145527	3740 Rolling Acres Drive, Niagara Falls, ON L2J 3B9	3740 Rolling Acres Drive, Niagara Falls, ON L2J 3B9	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
145606	21 Phillips Dr., Hamilton, ON L8P 2A1	21 Phillips Dr., Hamilton, ON L8P 2A1	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
145728	54 Keeney Road, Etobicoke, ON M9W 5J8	54 Keeney Road, Etobicoke, ON M9W 5J8	RESE	RoofTop	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
145796	1116 Campbell Ave., Windsor, ON N9B 2J5	1116 Campbell Ave., Windsor, ON N9B 2J5	RESE	RoofTop	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
145848	5476 Tenth Line West, Mississauga, ON L5M 0G5	5476 Tenth Line West, Mississauga, ON L5M 0G5	RESE	RoofTop	7.95	01-Jan-16	advance monthly	\$30	233.60	0.50%
145897	734 Glad Park Avenue, Stouffville, ON L4A 1E8	734 Glad Park Avenue, Stouffville, ON L4A 1E8	RESE	RoofTop	7.38	01-Jan-16	advance monthly	\$30	218.40	0.50%
145928	194 Fellner Ave., London, ON N6W 3H4	194 Fellner Ave., London, ON N6W 3H4	RESE	RoofTop	6.69	01-Jan-16	advance monthly	\$30	200.70	0.50%
145935	15 Inwood Crescent, Vaughan, ON L4M 3H6	15 Inwood Crescent, Vaughan, ON L4M 3H6	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
146124	622 Stone Street, Oshawa, ON L1J 6A5	622 Stone Street, Oshawa, ON L1J 6A5	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
146126	5097 Malden Road, Windsor, ON N9E 3V1	5097 Malden Road, Windsor, ON N9E 3V1	RESE	RoofTop	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
146131	1570 Wetherburn Road, Mississauga, ON L5E 3B1	1570 Wetherburn Road, Mississauga, ON L5E 3B1	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
146161	1876 Series Garden, Windsor, ON N9E 1P6	1876 Series Garden, Windsor, ON N9E 1P6	RESE	RoofTop	8.58	01-Jan-16	advance monthly	\$30	252.40	0.50%
146227	985 Eastlawn Ave., Windsor, ON N8S 3H9	985 Eastlawn Ave., Windsor, ON N8S 3H9	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
146243	220 Viewmont Avenue, Toronto, ON M6B 1V2	220 Viewmont Avenue, Toronto, ON M6B 1V2	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
146260	76 Apple Rd., Markham, ON L3S 4H1	76 Apple Rd., Markham, ON L3S 4H1	RESE	RoofTop	8.80	01-Jan-16	advance monthly	\$30	244.00	0.50%
146269	1084 Hickory Rd., Windsor, ON N8Y 3S1	1084 Hickory Rd., Windsor, ON N8Y 3S1	RESE	RoofTop	7.40	01-Mar-16	advance monthly	\$30	221.85	0.50%
146271	55 Woodbridge Road, Hamilton, ON L8K 3C8	55 Woodbridge Road, Hamilton, ON L8K 3C8	RESE	RoofTop	4.68	01-Jan-16	advance monthly	\$30	140.40	0.50%
146283	52 Colter Road, Hamilton, ON L8A 2A3	52 Colter Road, Hamilton, ON L8A 2A3	RESE	RoofTop	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
146292	29 Regal Drive, Tibury, ON N0P 2D0	29 Regal Drive, Tibury, ON N0P 2D0	RESE	RoofTop	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
146296	136 Waterloo Street, Kitchener, ON N2H 3W1	136 Waterloo Street, Kitchener, ON N2H 3W1	RESE	RoofTop	8.67	01-Jan-16	advance monthly	\$30	260.10	0.50%
146392	1796 Moss Ave, Windsor, ON N9W 2M7	1796 Moss Ave, Windsor, ON N9W 2M7	RESE	RoofTop	8.42	30-Jan-16	advance monthly	\$30	252.45	0.50%
146401	1317 Goddard Drive, Mississauga, ON L5N 7X3	1317 Goddard Drive, Mississauga, ON L5N 7X3	RESE	RoofTop	8.42	01-Jan-16	advance monthly	\$30	240.40	0.50%
146420	147 Dover Road, Welland, ON L3B 2V1	147 Dover Road, Welland, ON L3B 2V1	RESE	RoofTop	8.42	01-Jan-16	advance monthly	\$30	252.45	0.50%
146432	52 Goswonger Court, Brampton, ON L6V 2T2	52 Goswonger Court, Brampton, ON L6V 2T2	RESE	RoofTop						

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
149353	42 Fashant Trail, Courtonne, ON L1E 1E9	42 Fashant Trail, Courtonne, ON L1E 1E9	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
149360	1734 Sheburne, Oshawa, ON L1K 0T1	1734 Sheburne, Oshawa, ON L1K 0T1	RESE	roof-top	6.50	01-Jan-16	advance monthly	\$30	195.00	0.50%
149363	97 Barendse Avenue North, Hamilton, ON L8L 6S4	97 Barendse Avenue North, Hamilton, ON L8L 6S4	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.50	0.50%
149426	100 East 22 St, Hamilton, ON L8V 2V6	100 East 22 St, Hamilton, ON L8V 2V6	RESE	roof-top	6.50	01-Jan-16	advance monthly	\$30	195.00	0.50%
149429	124 East 21 St, Hamilton, ON L8V 2T4	124 East 21 St, Hamilton, ON L8V 2T4	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.50	0.50%
149432	121 Summerville Rd., Cambridge, Ontario N1C 8K2	121 Summerville Rd., Cambridge, Ontario N1C 8K2	RESE	roof-top	6.50	01-Jan-16	advance monthly	\$30	200.70	0.50%
149787	30 Duncan Crescent, London, ON N5V 4E8	30 Duncan Crescent, London, ON N5V 4E8	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
149808	50 Babcock Crescent, Milton, ON L9T 5B6	50 Babcock Crescent, Milton, ON L9T 5B6	RESE	roof-top	9.36	01-Jan-16	advance monthly	\$30	280.80	0.50%
149875	91 Apple Valley Way, Brampton, ON L6P 3S6	91 Apple Valley Way, Brampton, ON L6P 3S6	RESE	roof-top	9.18	01-Jan-16	advance monthly	\$30	273.40	0.50%
149915	3 Goodwin Avenue, Bowmanville, ON L1C 4Z4	3 Goodwin Avenue, Bowmanville, ON L1C 4Z4	RESE	roof-top	8.06	01-Jan-16	advance monthly	\$30	241.80	0.50%
149965	283 Crofton Road, Madoc, ON K0K 2K0	283 Crofton Road, Madoc, ON K0K 2K0	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
150005	38 Rickaby Street, Bowmanville, ON L1C 4X6	38 Rickaby Street, Bowmanville, ON L1C 4X6	RESE	roof-top	5.98	01-Jan-16	advance monthly	\$30	173.40	0.50%
150022	474 Elizabeth Street, Oshawa, ON L1L 5T1	474 Elizabeth Street, Oshawa, ON L1L 5T1	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
150313	546 Kelvedon Mews, Mississauga, ON L4Z 1G4	546 Kelvedon Mews, Mississauga, ON L4Z 1G4	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
150348	2118 Kempton Park Drive, Mississauga, ON L5M 2Z1	2118 Kempton Park Drive, Mississauga, ON L5M 2Z1	RESE	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
150448	460 East 127th, Hamilton, ON L8A 4A6	460 East 127th, Hamilton, ON L8A 4A6	RESE	roof-top	9.76	01-Jan-16	advance monthly	\$30	292.80	0.50%
150496	146 Gardenbrook Trail, Brampton, ON L6P 3G5	146 Gardenbrook Trail, Brampton, ON L6P 3G5	RESE	roof-top	9.44	30-Jan-16	advance monthly	\$30	283.05	0.50%
150535	66 Marlboro Rd., Hamilton, ON L8C 2H6	66 Marlboro Rd., Hamilton, ON L8C 2H6	RESE	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
150822	560 Tallace Crescent, London, ON N5V 5E5	560 Tallace Crescent, London, ON N5V 5E5	RESE	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
150887	28 Flower Street, St. Catharines, ON L2S 1G4	28 Flower Street, St. Catharines, ON L2S 1G4	RESE	roof-top	9.18	01-Jan-16	advance monthly	\$30	275.40	0.50%
150917	1742 Drusilland Road, Windsor, ON N8Y 2S5	1742 Drusilland Road, Windsor, ON N8Y 2S5	RESE	roof-top	6.24	30-Jan-16	advance monthly	\$30	187.20	0.50%
151326	14 Hamish Crescent, Hamilton, ON L8B 2V4	14 Hamish Crescent, Hamilton, ON L8B 2V4	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
151024	143 Norfolk Street, Stratford, ON N5A 3Y7	143 Norfolk Street, Stratford, ON N5A 3Y7	RESE	roof-top	8.42	01-Jan-16	advance monthly	\$30	252.45	0.50%
151217	20 Lydia Street, Hamilton, ON L8K 3B9	20 Lydia Street, Hamilton, ON L8K 3B9	RESE	roof-top	6.89	01-Jan-16	advance monthly	\$30	206.55	0.50%
151240	310 Rushion Road, York, ON M6C 2X9	310 Rushion Road, York, ON M6C 2X9	RESE	roof-top	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
151293	2148 Bennett Road, Simsbury, ON L9B 2A0	2148 Bennett Road, Simsbury, ON L9B 2A0	RESE	roof-top	9.44	01-Jan-16	advance monthly	\$30	283.05	0.50%
151365	148-1000 Island Parkway, Ganarapooc, ON K7C 2V4	148-1000 Island Parkway, Ganarapooc, ON K7C 2V4	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
151367	30 Ellis Street, Port Rowan, ON N0E 1M0	30 Ellis Street, Port Rowan, ON N0E 1M0	RESE	roof-top	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
151402	9 Vaness Rd., Courville, ON L1C 1T7	9 Vaness Rd., Courville, ON L1C 1T7	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.50	0.50%
151541	3 Geneva Drive, Hamilton, ON L3C 3Z4	3 Geneva Drive, Hamilton, ON L3C 3Z4	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
151648	1443 Albert Rd/Windsor, ON	1443 Albert Rd/Windsor, ON	RESE	roof-top	9.80	01-Jan-16	advance monthly	\$30	294.00	0.50%
151649	26 Flora Street, Norwood, ON K0L 2V0	26 Flora Street, Norwood, ON K0L 2V0	RESE	roof-top	7.28	01-Jan-16	advance monthly	\$30	214.00	0.50%
151732	10 Ashwood Drive, Orangeville, ON L9W 4A9	10 Ashwood Drive, Orangeville, ON L9W 4A9	RESE	roof-top	7.80	01-Jan-16	advance monthly	\$30	238.40	0.50%
151758	260 East 197th St, Hamilton, ON L8A 4E7	260 East 197th St, Hamilton, ON L8A 4E7	RESE	roof-top	5.46	01-Jan-16	advance monthly	\$30	161.80	0.50%
151767	206 East 157th St, Hamilton, ON L8A 4G2	206 East 157th St, Hamilton, ON L8A 4G2	RESE	roof-top	6.50	01-Jan-16	advance monthly	\$30	195.00	0.50%
151780	791 Highland Street, Kelowna, ON N2V 1C2	791 Highland Street, Kelowna, ON N2V 1C2	RESE	roof-top	5.51	01-Jan-16	advance monthly	\$30	163.10	0.50%
151796	118 Darlington Drive, Hamilton, ON L3C 2M2	118 Darlington Drive, Hamilton, ON L3C 2M2	RESE	roof-top	5.61	01-Jan-16	advance monthly	\$30	168.30	0.50%
151811	4060 Acorn Cres/Windsor, ON	4060 Acorn Cres/Windsor, ON	RESE	roof-top	9.80	01-Jan-16	advance monthly	\$30	294.00	0.50%
151813	1893 Curlewidge, Windsor, ON N9B 5R2	1893 Curlewidge, Windsor, ON N9B 5R2	RESE	roof-top	9.80	01-Jan-16	advance monthly	\$30	294.00	0.50%
151834	4018 Acorn Crescent, Windsor, ON N9B 5R2	4018 Acorn Crescent, Windsor, ON N9B 5R2	RESE	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
151838	12 Hoard Avenue South, New Tecumseth, ON L9R 0M4	12 Hoard Avenue South, New Tecumseth, ON L9R 0M4	RESE	roof-top	4.85	30-Apr-16	advance monthly	\$30	145.35	0.50%
151843	1594 Glenelge Avenue/Windsor, ON	1594 Glenelge Avenue/Windsor, ON	RESE	roof-top	9.80	01-Apr-16	advance monthly	\$30	294.00	0.50%
151843	11404 Timberland/Windsor, ON	11404 Timberland/Windsor, ON	RESE	roof-top	9.80	01-Jan-16	advance monthly	\$30	294.00	0.50%
151901	88 Peppercorn Crescent, Kitchener, ON N2A 2R3	88 Peppercorn Crescent, Kitchener, ON N2A 2R3	RESE	roof-top	5.87	01-Jan-16	advance monthly	\$30	175.95	0.50%
151998	2 Farmington Drive, St. Thomas, ON N5R 5W9	2 Farmington Drive, St. Thomas, ON N5R 5W9	RESE	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
152012	6002 Luster Drive, Mississauga, ON L5A 0G2	6002 Luster Drive, Mississauga, ON L5A 0G2	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
152223	3864 Tully Court, Windsor, ON N9E 4S8	3864 Tully Court, Windsor, ON N9E 4S8	RESE	roof-top	8.16	01-Mar-16	advance monthly	\$30	244.80	0.50%
152457	22 Third Street, Selkirk, Haldimand, ON N0A 1P0	22 Third Street, Selkirk, Haldimand, ON N0A 1P0	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
152496	121 York Street, St. Catharines, ON L2R 1E5	121 York Street, St. Catharines, ON L2R 1E5	RESE	roof-top	9.72	01-Jan-16	advance monthly	\$30	272.40	0.50%
152522	676 Blackwood Boulevard, Oshawa, ON L1K 0G7	676 Blackwood Boulevard, Oshawa, ON L1K 0G7	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
152569	1365 Hallmark Avenue, Windsor, ON N9W 4Z7	1365 Hallmark Avenue, Windsor, ON N9W 4Z7	RESE	roof-top	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
152609	22 Menzies Crescent, Toronto, ON M1P 1Y4	22 Menzies Crescent, Toronto, ON M1P 1Y4	RESE	roof-top	5.87	01-Jan-16	advance monthly	\$30	175.95	0.50%
152762	61 Green Maple Drive, St. Catharines, ON L2P 3P3	61 Green Maple Drive, St. Catharines, ON L2P 3P3	RESE	roof-top	7.67	01-Jan-16	advance monthly	\$30	217.95	0.50%
152782	1456 Kamloops Street, Windsor, ON N9B 5V3	1456 Kamloops Street, Windsor, ON N9B 5V3	RESE	roof-top	7.65	01-Jan-16	advance monthly	\$30	229.50	0.50%
152811	32 Jane St., Ridgeway, ON N9P 2C0	32 Jane St., Ridgeway, ON N9P 2C0	RESE	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
152903	418 Macraeb Street North, Hamilton, ON L8L 1L3	418 Macraeb Street North, Hamilton, ON L8L 1L3	RESE	roof-top	9.68	01-Jan-16	advance monthly	\$30	290.40	0.50%
153030	188 David Ave., Hamilton, ON L8A 3V5	188 David Ave., Hamilton, ON L8A 3V5	RESE	roof-top	7.91	01-Jan-16	advance monthly	\$30	237.15	0.50%
153034	20 Silkipot Trail, Brampton, ON L6R 2E4	20 Silkipot Trail, Brampton, ON L6R 2E4	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153058	188 West 24th St, Hamilton, ON L8C 3G3	188 West 24th St, Hamilton, ON L8C 3G3	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153093	389 East 197th St, Hamilton, ON L8A 4S9	389 East 197th St, Hamilton, ON L8A 4S9	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153058	266 East 87th Street, Hamilton, ON L8A 319	266 East 87th Street, Hamilton, ON L8A 319	RESE	roof-top	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
153087	26 Leclaire St., Hamilton, ON L8C 5A3	26 Leclaire St., Hamilton, ON L8C 5A3	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153274	97 Chapel Hill Crescent, Welland, ON L3C 6G8	97 Chapel Hill Crescent, Welland, ON L3C 6G8	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153312	2171 Mark St., Windsor, ON N9B 3K6	2171 Mark St., Windsor, ON N9B 3K6	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153313	8 Adley Place, Kingston, ON K7G 6G8	8 Adley Place, Kingston, ON K7G 6G8	RESE	roof-top	9.69	30-Jan-16	advance monthly	\$30	290.70	0.50%
153316	2293 Mark Ave., Windsor, ON N9B 3W8	2293 Mark Ave., Windsor, ON N9B 3W8	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153326	2286 Everts Ave., Windsor, ON N9B 3W7	2286 Everts Ave., Windsor, ON N9B 3W7	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153331	2247 Mark Ave., Windsor, ON N9B 3W8	2247 Mark Ave., Windsor, ON N9B 3W8	RESE	roof-top	8.67	01-Mar-16	advance monthly	\$30	260.10	0.50%
153473	11 Pearl Drive, Orlia, ON L6P 6V7	11 Pearl Drive, Orlia, ON L6P 6V7	RESE	roof-top	8.65	01-Jan-16	advance monthly	\$30	260.10	0.50%
153491	17 Brookline Road, Cambridge, ON N1R 1C4	17 Brookline Road, Cambridge, ON N1R 1C4	RESE	roof-top	8.16	01-Jan-16	advance monthly	\$30	244.80	0.50%
153498	2 Lafayette Street West, Jarvis, ON N6A 1J0	2 Lafayette Street West, Jarvis, ON N6A 1J0	RESE	roof-top	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
153727	84 Ted Miller Crescent, Bowmanville, ON L1C 0L7	84 Ted Miller Crescent, Bowmanville, ON L1C 0L7	RESE	roof-top	7.65	01-Jan-16	advance monthly	\$30	225.50	0.50%
153782	128 Houghton Street, Cambridge, ON N3C 4L3	128 Houghton Street, Cambridge, ON N3C 4L3	RESE	roof-top	8.84	01-Jan-16	advance monthly	\$30	267.20	0.50%
153804	1317 Arthur Road, Windsor, ON N9B 3Y5	1317 Arthur Road, Windsor, ON N9B 3Y5	RESE	roof-top	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
153835	14205 Winston Churchill Blvd, Terra Cotta, ON L1C 1S6	14205 Winston Churchill Blvd, Terra Cotta, ON L1C 1S6	RESE	roof-top	9.18	01-Oct-16	advance monthly	\$30	272.40	0.50%
153863	198 Nelson Street, West Gwillburg, ON L2E 1E5	198 Nelson Street, West Gwillburg, ON L2E 1E5	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153928	35 Park Row North, Hamilton, ON L8H 4E3	35 Park Row North, Hamilton, ON L8H 4E3	RESE	roof-top	7.91	30-Jan-16	advance monthly	\$30	237.15	0.50%
153929	87 Trillium Crescent, Barrie, ON L4N 6A6	87 Trillium Crescent, Barrie, ON L4N 6A6	RESE	roof-top	8.32	01-Mar-16	advance monthly	\$30	249.60	0.50%
153931	2 West 12 St, Windsor, ON L3C 1B6	2 West 12 St, Windsor, ON L3C 1B6	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
153938	52 Allens Road, Brampton, ON L7A 3N7	52 Allens Road, Brampton, ON L7A 3N7	RESE	roof-top	9.36	01-Jan-16	advance monthly	\$30	280.80	0.50%
153959	1 Waagner Drive, Scarborough, ON M1E 2J4	1 Waagner Drive, Scarborough, ON M1E 2J4	RESE	roof-top	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
153976	208 South Bend Rd E., Hamilton, ON L8A 2B9	208 South Bend Rd E., Hamilton, ON L8A 2B9	RESE	roof-top	9.18	01-Jan-16	advance monthly	\$30	273.40	0.50%
153995	823 Queensdale Ave., Hamilton, ON L8V 3M7	823 Queensdale Ave., Hamilton, ON L8V 3M7	RESE	roof-top	9.68	01-Jan-16	advance monthly	\$30	272.40	0.50%
154040	45 Moxley Dr., Hamilton, ON L8T 3Y6	45 Moxley Dr., Hamilton, ON L8T 3Y6	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
154174	35 Hartwick Place, Whitby, ON L1K 2C2	35 Hartwick Place, Whitby, ON L1K 2C2	RESE	roof-top	8.06	01-Jul-16	advance monthly	\$30	241.80	0.50%
154225	668 Tate Ave., Hamilton, ON L8H 6L6	668 Tate Ave., Hamilton, ON L8H 6L6	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
154262	51 Bristol Street, Hamilton, ON L8J 2T9	51 Bristol Street, Hamilton, ON L8J 2T9	RESE	roof-top	8.67	01-Jan-16	advance monthly	\$30	260.10	0.50%
154364	31 Bushnell Drive, Cambridge, ON N1R 8C5	31 Bushnell Drive, Cambridge, ON N1R 8C5	RESE	roof-top	5.87	01-Jan-16	advance monthly	\$30	175.95	0.50%
154547	1054 Church St., Windsor, ON N9B 5K2	1054 Church St., Windsor, ON N9B 5K2	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
154589	54 Wilfred Crescent West, Kingston, ON K7K 7G8	54 Wilfred Crescent West, Kingston, ON K7K 7G8	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
154635	1460 Baywater Crescent, Windsor, ON N8S 4B8	1460 Baywater Crescent, Windsor, ON N8S 4B8	RESE	roof-top	6.89	01-Jan-16	advance monthly	\$30	206.55	0.50%
154667	303 Madison Avenue, Richmond Hill, ON L4B 4P4	303 Madison Avenue, Richmond Hill, ON L4B 4P4	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
154788	15 Francis Street, Kingston, ON K7M 1L8	15 Francis Street, Kingston, ON K7M 1L8	RESE	roof-top	8.78	01-Jan-16	advance monthly	\$30	252.45	0.50%
154759	7084 Frontier Ridge, Mississauga, ON L5M 7R6	7084 Frontier Ridge, Mississauga, ON L5M 7R6	RESE	roof-top	8.42	01-Jul-16	advance monthly	\$30	252.45	0.50%
154779	1218 Marquette Avenue, Windsor, ON N8X 4C6	1218 Marquette								

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sqWp)	Commencement Date	Payment Term	Annual Management Services Fee (\$/sqWp)	Total Management Services Fee (\$/year)	Escalation Rate
157814	365 Lakeshore Road, Cobourg, ON K9A 4H8	365 Lakeshore Road, Cobourg, ON K9A 4H8	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
157831	536 Mark Place, Brampton, ON L6Y 3W5	536 Mark Place, Brampton, ON L6Y 3W5	RES1	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
157844	7468 Fern Avenue, Niagara Falls, ON L2G 3H5	7468 Fern Avenue, Niagara Falls, ON L2G 3H5	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
157896	17 Nugent Cr., Barrie, ON L4N 7A9	17 Nugent Cr., Barrie, ON L4N 7A9	RES1	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
157988	425 Cabana Road East, Windsor, ON N9G 1A1	425 Cabana Road East, Windsor, ON N9G 1A1	RES1	roof-top	8.93	01-Jul-16	advance monthly	\$30	267.75	0.50%
157993	3112 Scollie Avenue, Windsor, ON N9N 0A1	3112 Scollie Avenue, Windsor, ON N9N 0A1	RES1	roof-top	9.95	30-Apr-16	advance monthly	\$30	298.35	0.50%
158054	872 Line 11 North, Oro-Medonte, ON L0L 1T0	872 Line 11 North, Oro-Medonte, ON L0L 1T0	RES1	roof-top	9.88	01-Mar-16	advance monthly	\$30	296.40	0.50%
158094	1345 Hallmark Avenue, Windsor, ON N9W 4Z2	1345 Hallmark Avenue, Windsor, ON N9W 4Z2	RES1	roof-top	7.14	30-Apr-16	advance monthly	\$30	214.20	0.50%
158096	48 Arive Trail, Brantford, ON L6R 4M4	48 Arive Trail, Brantford, ON L6R 4M4	RES1	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
158133	388063 57h Line Melancthon, Shelburne, ON L9B 1R5	388063 57h Line Melancthon, Shelburne, ON L9B 1R5	RES1	roof-top	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
158399	4 Alnet Drive, Belleville, ON K8P 4V8	4 Alnet Drive, Belleville, ON K8P 4V8	RES1	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
158489	583 Wychemood St., Oshawa, ON L1G 2T4	583 Wychemood St., Oshawa, ON L1G 2T4	RES1	roof-top	7.54	01-Jan-16	advance monthly	\$30	214.20	0.50%
158519	208 Peace Place, Kitchener, ON N2K 4P5	208 Peace Place, Kitchener, ON N2K 4P5	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
158615	260 Village Road, Kitchener, ON N2M 4L4	260 Village Road, Kitchener, ON N2M 4L4	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
158679	1693 Upperwallington Street, Hamilton, ON L9B 1P1	1693 Upperwallington Street, Hamilton, ON L9B 1P1	RES1	roof-top	8.16	01-Apr-16	advance monthly	\$30	244.80	0.50%
158728	440 Galbraith Street, Shelburne, ON L9V 2V4	440 Galbraith Street, Shelburne, ON L9V 2V4	RES1	roof-top	6.89	01-Oct-16	advance monthly	\$30	206.55	0.50%
158740	69 Legion Way, Angus, ON L0M 1B5	69 Legion Way, Angus, ON L0M 1B5	RES1	roof-top	7.80	01-Jul-16	advance monthly	\$30	234.00	0.50%
158764	1437 Labadie Rd., Windsor, ON N8Y 412	1437 Labadie Rd., Windsor, ON N8Y 412	RES1	roof-top	7.91	01-Mar-16	advance monthly	\$30	237.15	0.50%
158841	4762 Bluewater Line, Mississauga, ON L5R 0C8	4762 Bluewater Line, Mississauga, ON L5R 0C8	RES1	roof-top	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
158903	44 Palmer Drive, Kingsville, ON N9Y 3B4	44 Palmer Drive, Kingsville, ON N9Y 3B4	RES1	roof-top	9.18	01-Jan-16	advance monthly	\$30	275.40	0.50%
158964	138 Wyndford Place, Halton Hills, ON L7J 2O5	138 Wyndford Place, Halton Hills, ON L7J 2O5	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
159031	3168 Hedgerose Court, Mississauga, ON L4X 2K2	3168 Hedgerose Court, Mississauga, ON L4X 2K2	RES1	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
159072	2453 Aleno Road, Windsor, ON N9W 3Z4	2453 Aleno Road, Windsor, ON N9W 3Z4	RES1	roof-top	8.16	30-Jan-16	advance monthly	\$30	244.80	0.50%
159183	28 Scott Street, St. Thomas, ON N5P 1K3	28 Scott Street, St. Thomas, ON N5P 1K3	RES1	roof-top	6.63	30-Jan-16	advance monthly	\$30	198.90	0.50%
159348	75 Anthony Street, Hamilton, ON L8C 6V6	75 Anthony Street, Hamilton, ON L8C 6V6	RES1	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
159409	1021 Steele Street, Port Colborne, ON L2K 5A3	1021 Steele Street, Port Colborne, ON L2K 5A3	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
159460	40032 Talbot Line, St. Thomas, ON N5P 3T2	40032 Talbot Line, St. Thomas, ON N5P 3T2	RES1	roof-top	9.69	30-Jan-16	advance monthly	\$30	290.70	0.50%
159571	156 Blake Street, Barrie, ON L4M 1K3	156 Blake Street, Barrie, ON L4M 1K3	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
159605	90 Freeman St., Vaughan, ON L4R 1A9	90 Freeman St., Vaughan, ON L4R 1A9	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
159431	945 Norfolk County Road 19 E, Norfolk County, ON NOE 1Y0	945 Norfolk County Road 19 E, Norfolk County, ON NOE 1Y0	RES1	roof-top	9.95	01-Jun-16	advance monthly	\$30	298.35	0.50%
159475	140 Royal Oak Road, Cambridge, ON N3E 0A4	140 Royal Oak Road, Cambridge, ON N3E 0A4	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
159527	7 Dunning Drive, New Tecumseth, ON L9B 0H8	7 Dunning Drive, New Tecumseth, ON L9B 0H8	RES1	roof-top	8.06	30-Jan-16	advance monthly	\$30	241.80	0.50%
159578	138 Albert Boulevard, Cambridge, ON N0N 1G0	138 Albert Boulevard, Cambridge, ON N0N 1G0	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
159662	183 Art West Avenue, Newmarket, ON L3X 0C2	183 Art West Avenue, Newmarket, ON L3X 0C2	RES1	roof-top	6.89	01-Jan-16	advance monthly	\$30	206.55	0.50%
159739	39 Lake Drive North, Kewaskum, ON L4P 1A2	39 Lake Drive North, Kewaskum, ON L4P 1A2	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
159842	2768 County Rd 55, Uxbridge, ON L9L 1T2	2768 County Rd 55, Uxbridge, ON L9L 1T2	RES1	roof-top	7.40	01-Jan-16	advance monthly	\$30	234.00	0.50%
159953	728 Prosperity Drive, Kitchener, ON N2E 4B1	728 Prosperity Drive, Kitchener, ON N2E 4B1	RES1	roof-top	7.40	01-Jan-16	advance monthly	\$30	221.85	0.50%
159987	222 Pinnacle Lane, Ridgeway, ON L0S 1M0	222 Pinnacle Lane, Ridgeway, ON L0S 1M0	RES1	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
160055	95 Barnier Avenue, Toronto, ON M2H 2M6	95 Barnier Avenue, Toronto, ON M2H 2M6	RES1	roof-top	8.16	01-Jan-16	advance monthly	\$30	244.80	0.50%
160069	18 Ellen Crescent, Hillsburgh, ON N0B 120	18 Ellen Crescent, Hillsburgh, ON N0B 120	RES1	roof-top	8.06	01-Jan-16	advance monthly	\$30	241.80	0.50%
160152	1335 Foster Avenue, Windsor, ON N9W 3P3	1335 Foster Avenue, Windsor, ON N9W 3P3	RES1	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
160200	756 Southcote Road, Ancaster, ON L9G 3L3	756 Southcote Road, Ancaster, ON L9G 3L3	RES1	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
160263	547 Ontario Street, Woodstock, ON N4Y 212	547 Ontario Street, Woodstock, ON N4Y 212	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
160320	468 Eaglewood Drive, Hamilton, ON L8W 2T2	468 Eaglewood Drive, Hamilton, ON L8W 2T2	RES1	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
160260	195 Michaels Crescent, Bolton, ON L7E 523	195 Michaels Crescent, Bolton, ON L7E 523	RES1	roof-top	8.32	01-Apr-16	advance monthly	\$30	245.60	0.50%
160371	1 Compton Place, Hamilton, ON L8T 3D9	1 Compton Place, Hamilton, ON L8T 3D9	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
160718	2378 Audin Road, Windsor, ON N9W 4L5	2378 Audin Road, Windsor, ON N9W 4L5	RES1	roof-top	6.38	01-Jan-16	advance monthly	\$30	191.25	0.50%
160909	56 Brande Avenue, Markham, ON L3S 4K9	56 Brande Avenue, Markham, ON L3S 4K9	RES1	roof-top	6.89	30-Jan-16	advance monthly	\$30	206.55	0.50%
161071	271 Franklin Rd. W., Hamilton, ON L8S 4S2	271 Franklin Rd. W., Hamilton, ON L8S 4S2	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
161125	32 Alcan Ave., Toronto, ON M9W 1V4	32 Alcan Ave., Toronto, ON M9W 1V4	RES1	roof-top	8.16	01-Jan-16	advance monthly	\$30	244.80	0.50%
161229	279 Conley Street, Vaughan, ON L4J 2Z2	279 Conley Street, Vaughan, ON L4J 2Z2	RES1	roof-top	9.44	01-Jan-16	advance monthly	\$30	281.05	0.50%
161497	278 Varsdale Road, St. Catharines, ON L2S 2T1	278 Varsdale Road, St. Catharines, ON L2S 2T1	RES1	roof-top	9.88	01-Mar-16	advance monthly	\$30	296.40	0.50%
161551	1738 Upper Gage, Hamilton, ON L8W 3W3	1738 Upper Gage, Hamilton, ON L8W 3W3	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
161552	61 Nelson Street, Hensall, ON N0M 1X0	61 Nelson Street, Hensall, ON N0M 1X0	RES1	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
161677	6 Glenista Street, Toronto, ON M1M 0B5	6 Glenista Street, Toronto, ON M1M 0B5	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
161790	247 St. Charles St., Vaughan, ON L4R 1A9	247 St. Charles St., Vaughan, ON L4R 1A9	RES1	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
161823	17 Springdale Dr., Barrie, ON L4M 5A7	17 Springdale Dr., Barrie, ON L4M 5A7	RES1	roof-top	9.44	01-Apr-16	advance monthly	\$30	285.05	0.50%
161828	168 Curdies Rd E., Barrie, ON L4M 2Z9	168 Curdies Rd E., Barrie, ON L4M 2Z9	RES1	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
161833	221 Oak Drive, Shelburne, ON L9B 2K4	221 Oak Drive, Shelburne, ON L9B 2K4	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
161836	1577 Tourangeau Road, Windsor, ON N9Y 415	1577 Tourangeau Road, Windsor, ON N9Y 415	RES1	roof-top	7.40	01-Mar-16	advance monthly	\$30	221.85	0.50%
161945	73 Woodland Drive, Cambridge, ON N1R 2X7	73 Woodland Drive, Cambridge, ON N1R 2X7	RES1	roof-top	9.69	01-Jul-16	advance monthly	\$30	290.70	0.50%
162279	384 Midland, Amherstburg, ON N0Y 4Z8	384 Midland, Amherstburg, ON N0Y 4Z8	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
162385	8 Bala Drive, St. Catharines, ON L2H 6H6	8 Bala Drive, St. Catharines, ON L2H 6H6	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
162435	50 Peace Drive, Toronto, ON M1G 2V4	50 Peace Drive, Toronto, ON M1G 2V4	RES1	roof-top	8.67	30-Jan-16	advance monthly	\$30	260.10	0.50%
162449	3798 Niagara St., Windsor, ON N9M 4T2	3798 Niagara St., Windsor, ON N9M 4T2	RES1	roof-top	9.18	01-Mar-16	advance monthly	\$30	275.40	0.50%
162476	18 Armstrong Court, Stouffville, ON L8E 4W2	18 Armstrong Court, Stouffville, ON L8E 4W2	RES1	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
162495	501 Spaul's Lane, Woodstock, ON N4S 0B8	501 Spaul's Lane, Woodstock, ON N4S 0B8	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
162508	1689 Ernest Avenue, London, ON N6E 2S5	1689 Ernest Avenue, London, ON N6E 2S5	RES1	roof-top	6.24	01-Jan-16	advance monthly	\$30	187.20	0.50%
162540	99 Redwood Avenue, East York, ON M4L 2S5	99 Redwood Avenue, East York, ON M4L 2S5	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
162557	33 White Elm Rd., Barrie, ON L4N 8S9	33 White Elm Rd., Barrie, ON L4N 8S9	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
162680	47 Storemount Crescent, Angus, ON L0M 1B4	47 Storemount Crescent, Angus, ON L0M 1B4	RES1	roof-top	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
162742	36 Finchley Circle, Markham, ON L3R 8S4	36 Finchley Circle, Markham, ON L3R 8S4	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
162776	2138 Bruce Avenue, Windsor, ON N9B 1Y5	2138 Bruce Avenue, Windsor, ON N9B 1Y5	RES1	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
162777	1012 St. Louis Avenue, Windsor, ON N9B 2K8	1012 St. Louis Avenue, Windsor, ON N9B 2K8	RES1	roof-top	9.69	01-Mar-16	advance monthly	\$30	270.70	0.50%
162785	206 Pine Street, Belleville, ON K8N 2N2	206 Pine Street, Belleville, ON K8N 2N2	RES1	roof-top	9.44	01-Jan-16	advance monthly	\$30	285.05	0.50%
162815	152 Spring Lane Rd., Windsor, ON L6E 1H8	152 Spring Lane Rd., Windsor, ON L6E 1H8	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
163034	30 Pensivale Crescent, Brampton, ON L6R 3P3	30 Pensivale Crescent, Brampton, ON L6R 3P3	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
163239	19 Sexton Crescent, Ancaster, ON L9G 0E3	19 Sexton Crescent, Ancaster, ON L9G 0E3	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
163295	153 Royal Orchard Dr., Brampton, ON L6Y 4K5	153 Royal Orchard Dr., Brampton, ON L6Y 4K5	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
163330	92 Forbes Crescent, Markham, ON L3R 6S8	92 Forbes Crescent, Markham, ON L3R 6S8	RES1	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
163356	863 Upper Ottawa Street, Hamilton, ON L8T 3V4	863 Upper Ottawa Street, Hamilton, ON L8T 3V4	RES1	roof-top	9.88	30-Jan-16	advance monthly	\$30	296.40	0.50%
163455	10 Lindsay Court, Barrie, ON L4M 6G5	10 Lindsay Court, Barrie, ON L4M 6G5	RES1	roof-top	9.69	01-Mar-16	advance monthly	\$30	290.70	0.50%
163702	325 Hargreaves Street, London, ON N6W 6E3	325 Hargreaves Street, London, ON N6W 6E3	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
163732	34 Park St., Welland, ON L3B 4M2	34 Park St., Welland, ON L3B 4M2	RES1	roof-top	7.91	01-Jan-16	advance monthly	\$30	237.15	0.50%
163759	262 Voddien Street East, Brampton, ON L6V 2P8	262 Voddien Street East, Brampton, ON L6V 2P8	RES1	roof-top	9.62	01-Jan-16	advance monthly	\$30	286.60	0.50%
163826	1087 Campbell Avenue, Windsor, ON N9B 2J4	1087 Campbell Avenue, Windsor, ON N9B 2J4	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
164230	127 Green Bank Drive, Cambridge, ON N1T 2B6	127 Green Bank Drive, Cambridge, ON N1T 2B6	RES1	roof-top	10.14	01-Aug-16	advance monthly	\$30	304.20	0.50%
165132	19 Hazelton Ave., Hamilton, ON L8B 0E7	19 Hazelton Ave., Hamilton, ON L8B 0E7	RES1	roof-top	8.67	01-Jan-16	advance monthly	\$30	260.10	0.50%
165157	23 Canfield Road, Brampton, ON L6R 4E3	23 Canfield Road, Brampton, ON L6R 4E3	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
165372	541 Grenfell Street, Oshawa, ON L1J 4W8	541 Grenfell Street, Oshawa, ON L1J 4W8	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
165390	33 London Road, Newmarket, ON L3Y 6A1	33 London Road, Newmarket, ON L3Y 6A1	RES1	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
165520	6 Hiram Road, Brant County, ON N3L 2P9	6 Hiram Road, Brant County, ON N3L 2P9	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
165548	2900 Cremona Drive, Niagara Falls, ON L2G 7T7	2900 Cremona Drive, Niagara Falls, ON L2G 7T7	RES1	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
165622	14 Natalie Court, Markham, ON L3P 3T5	14 Natalie Court, Markham, ON L3P 3T5	RES1	roof-top	4.16	01-Jul-16	advance monthly	\$30	124.80	

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sqWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/sqWp)	Total Management Services Fee (\$/year)	Escalation Rate
169915	27 Crimmon Forest Drive, Maple, ON L6A 4C4	27 Crimmon Forest Drive, Maple, ON L6A 4C4	RESI	roof-top	9.18	01-Jan-16	advance monthly	\$30	275.40	0.50%
169929	51 Latania Blvd., Brampton, ON L6P 1S8	51 Latania Blvd., Brampton, ON L6P 1S8	RESI	roof-top	9.95	20-Jan-16	advance monthly	\$30	298.35	0.50%
169942	41 Sherwayham Street, Brampton, ON L6Z 3P8	41 Sherwayham Street, Brampton, ON L6Z 3P8	RESI	roof-top	9.44	01-Jan-16	advance monthly	\$30	281.05	0.50%
169932	25 Laurine Avenue, Guelph, ON N1E 4N1	25 Laurine Avenue, Guelph, ON N1E 4N1	RESI	roof-top	9.18	01-Jan-16	advance monthly	\$30	275.40	0.50%
169941	451 Upper Kennethworth Ave., Hamilton, ON L8T 4G7	451 Upper Kennethworth Ave., Hamilton, ON L8T 4G7	RESI	roof-top	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
169978	78 E. David Road, Cataraugus, ON L2T 1P9	78 E. David Road, Cataraugus, ON L2T 1P9	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
169980	940 Ceremonial Drive, Mississauga, ON L5R 3A9	940 Ceremonial Drive, Mississauga, ON L5R 3A9	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
169988	17 Middleton Avenue, Georgetown, ON L7G 5H5	17 Middleton Avenue, Georgetown, ON L7G 5H5	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
169992	203 Park Road South, Oshawa, ON L1A 4H1	203 Park Road South, Oshawa, ON L1A 4H1	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
169937	3524 Klondike Avenue, Windsor, ON N9W 5V5	3524 Klondike Avenue, Windsor, ON N9W 5V5	RESI	roof-top	8.93	01-Jul-16	advance monthly	\$30	267.75	0.50%
169942	2335 Virginia Park Avenue, Windsor, ON N9E 4Z4	2335 Virginia Park Avenue, Windsor, ON N9E 4Z4	RESI	roof-top	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
169946	2054 Rockport Street, Windsor, ON N9G 3A9	2054 Rockport Street, Windsor, ON N9G 3A9	RESI	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
169947	28 Buxley Cres., Ajax, ON L1M 1B3	28 Buxley Cres., Ajax, ON L1M 1B3	RESI	roof-top	9.98	01-Sep-16	advance monthly	\$30	296.40	0.50%
169963	194 Goodwin Dr., Guelph, ON N1L 0C7	194 Goodwin Dr., Guelph, ON N1L 0C7	RESI	roof-top	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
169928	187 Victoria Road North, Guelph, ON N1E 5H6	187 Victoria Road North, Guelph, ON N1E 5H6	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
169994	1423 Aldersgate Court, Oshawa, ON L1K 2M4	1423 Aldersgate Court, Oshawa, ON L1K 2M4	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
169947	3627 Stephanie Court, Windsor, ON N9W 5G5	3627 Stephanie Court, Windsor, ON N9W 5G5	RESI	roof-top	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
169972	439 Franks Beach Road, Port Perry, ON L8B 1B6	439 Franks Beach Road, Port Perry, ON L8B 1B6	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
170099	74 Elm St., Ajax, ON L1M 1B0	74 Elm St., Ajax, ON L1M 1B0	RESI	roof-top	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
170131	30 Anderson Drive, Cambridge, ON N1R 6E5	30 Anderson Drive, Cambridge, ON N1R 6E5	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
170133	45 Forest Road, Ajax, ON L1S 2N2	45 Forest Road, Ajax, ON L1S 2N2	RESI	roof-top	8.67	01-Jan-16	advance monthly	\$30	260.10	0.50%
170135	5099 Harwood Avenue, Lincoln, ON L8B 1B5	5099 Harwood Avenue, Lincoln, ON L8B 1B5	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
170144	2076 Ridler Rd W., Oro-Medonte, ON L0L 210	2076 Ridler Rd W., Oro-Medonte, ON L0L 210	RESI	roof-top	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
170146	1065 Nadalin Heights, Milton, ON L9T 8H4	1065 Nadalin Heights, Milton, ON L9T 8H4	RESI	roof-top	8.16	01-Jan-16	advance monthly	\$30	244.80	0.50%
170172	24 Lansing Square, Brampton, ON L6Z 1E6	24 Lansing Square, Brampton, ON L6Z 1E6	RESI	roof-top	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
170244	35 Jack Macdonald Crescent, Markham, ON L3S 0A3	35 Jack Macdonald Crescent, Markham, ON L3S 0A3	RESI	roof-top	9.44	01-Mar-16	advance monthly	\$30	281.05	0.50%
170391	530 Sales Drive, Woodstock, ON N4S 8Z7	530 Sales Drive, Woodstock, ON N4S 8Z7	RESI	roof-top	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
170742	270 Surrey Drive, Oshawa, ON L1G 6G9	270 Surrey Drive, Oshawa, ON L1G 6G9	RESI	roof-top	9.44	01-Jul-16	advance monthly	\$30	288.05	0.50%
170760	810 Upper Wellington Ave., Hamilton, ON L9A 3K6	810 Upper Wellington Ave., Hamilton, ON L9A 3K6	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.60	0.50%
170808	393 Phlips Street, Fort Erie, ON L2A 2V7	393 Phlips Street, Fort Erie, ON L2A 2V7	RESI	roof-top	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
171018	7 Ellen Crescent, Hillsburgh, ON N0B 120	7 Ellen Crescent, Hillsburgh, ON N0B 120	RESI	roof-top	9.88	01-Mar-16	advance monthly	\$30	296.40	0.50%
171080	23 Davis Drive, Alton, ON L1K 5Q9	23 Davis Drive, Alton, ON L1K 5Q9	RESI	roof-top	9.69	01-Mar-16	advance monthly	\$30	290.70	0.50%
171276	101 Lajo Court, Hamilton, ON L8E 4V7	101 Lajo Court, Hamilton, ON L8E 4V7	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
171375	1066 Lager Road, Milton, ON L9T 6T3	1066 Lager Road, Milton, ON L9T 6T3	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
171411	59 Field Thristle Drive, Brampton, ON L6R 2Z3	59 Field Thristle Drive, Brampton, ON L6R 2Z3	RESI	roof-top	8.93	01-Jan-16	advance monthly	\$30	267.75	0.50%
171422	1468 Gardsley Way, Mississauga, ON L5R 4E6	1468 Gardsley Way, Mississauga, ON L5R 4E6	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
171459	104 East Avenue, Toronto, ON M1C 3P4	104 East Avenue, Toronto, ON M1C 3P4	RESI	roof-top	9.69	30-Apr-16	advance monthly	\$30	290.70	0.50%
171601	55 Stonehatch Crescent, Markham, ON L6C 2A9	55 Stonehatch Crescent, Markham, ON L6C 2A9	RESI	roof-top	9.44	01-Jan-16	advance monthly	\$30	281.05	0.50%
172192	18 Owen Street, Simcoe, ON N2Y 2T8	18 Owen Street, Simcoe, ON N2Y 2T8	RESI	roof-top	9.88	01-Jan-16	advance monthly	\$30	298.35	0.50%
172046	56 Chestnut Street East, St. Catharines, ON L2T 1H1	56 Chestnut Street East, St. Catharines, ON L2T 1H1	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
172219	32 College Street, Elmira, ON N3B 2G1	32 College Street, Elmira, ON N3B 2G1	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
172244	99 Beaverbrook Crescent, Vaughan, ON L6A 3T5	99 Beaverbrook Crescent, Vaughan, ON L6A 3T5	RESI	roof-top	6.12	01-Jan-16	advance monthly	\$30	184.60	0.50%
172268	41 Acheson Boulevard, Toronto, ON M1C 3C4	41 Acheson Boulevard, Toronto, ON M1C 3C4	RESI	roof-top	9.62	30-Jan-16	advance monthly	\$30	288.05	0.50%
172371	359 Caboto Trail, Unionville, ON L3R 5G6	359 Caboto Trail, Unionville, ON L3R 5G6	RESI	roof-top	8.16	01-Jan-16	advance monthly	\$30	244.80	0.50%
172426	6556 Corwin Crescent, Niagara Falls, ON L2G 2M3	6556 Corwin Crescent, Niagara Falls, ON L2G 2M3	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
172429	21 Eclair Avenue, Kitchener, ON N2M 3Z7	21 Eclair Avenue, Kitchener, ON N2M 3Z7	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
172486	176 Fitzgerald Cres., Milton, ON L9T 5V7	176 Fitzgerald Cres., Milton, ON L9T 5V7	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
172490	6251 Ker Street, Niagara Falls, ON L2G 1X7	6251 Ker Street, Niagara Falls, ON L2G 1X7	RESI	roof-top	9.69	30-Jan-16	advance monthly	\$30	290.70	0.50%
172533	14 Birmahy Court, St. Catharines, ON L2S 3C3	14 Birmahy Court, St. Catharines, ON L2S 3C3	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
172556	76 Bremen Ln., Mississauga, ON L5M 2N5	76 Bremen Ln., Mississauga, ON L5M 2N5	RESI	roof-top	9.69	01-Mar-16	advance monthly	\$30	290.70	0.50%
172571	8239 Harvest Crescent, Niagara Falls, ON L2H 3G4	8239 Harvest Crescent, Niagara Falls, ON L2H 3G4	RESI	roof-top	9.44	01-Jan-16	advance monthly	\$30	281.05	0.50%
172572	24 Ashcroft Crescent, Scarborough, ON M1R 1M1	24 Ashcroft Crescent, Scarborough, ON M1R 1M1	RESI	roof-top	9.69	30-Jan-16	advance monthly	\$30	290.70	0.50%
172598	17 Lyons Avenue, Welland, ON L3R 1J8	17 Lyons Avenue, Welland, ON L3R 1J8	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
172669	48 Idlewood Ave., Hamilton, ON L8T 1V9	48 Idlewood Ave., Hamilton, ON L8T 1V9	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
172675	901 Roselle Drive, Simcoe, ON N2Y 0A4	901 Roselle Drive, Simcoe, ON N2Y 0A4	RESI	roof-top	9.18	01-Mar-16	advance monthly	\$30	275.40	0.50%
172712	1350 Victoria Park Ave., Toronto, ON M4B 1H8	1350 Victoria Park Ave., Toronto, ON M4B 1H8	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	288.05	0.50%
172738	10 Rebecca Court, Barrie, ON L4N 0V5	10 Rebecca Court, Barrie, ON L4N 0V5	RESI	roof-top	9.62	01-Jan-16	advance monthly	\$30	288.60	0.50%
172834	100 Muller Drive, Vaughan, ON L4J 2V2	100 Muller Drive, Vaughan, ON L4J 2V2	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
172959	4443 Dunsmuir Road, Hamilton, ON L8E 6N5	4443 Dunsmuir Road, Hamilton, ON L8E 6N5	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
172986	152 Sherwood Rise, Hamilton, ON L8T 1P3	152 Sherwood Rise, Hamilton, ON L8T 1P3	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
173011	72 Hoile Drive, Ajax, ON L1Z 3N1	72 Hoile Drive, Ajax, ON L1Z 3N1	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
173017	5545 Churchill Meadows Boulevard, Mississauga, ON L5M 6M8	5545 Churchill Meadows Boulevard, Mississauga, ON L5M 6M8	RESI	roof-top	10.14	01-Aug-16	advance monthly	\$30	304.20	0.50%
173137	2288 Loufellow Ave., Windsor, ON N9B 3V7	2288 Loufellow Ave., Windsor, ON N9B 3V7	RESI	roof-top	9.62	01-Jan-16	advance monthly	\$30	288.60	0.50%
173161	395 Wolfe Street, Oshawa, ON L1H 3T9	395 Wolfe Street, Oshawa, ON L1H 3T9	RESI	roof-top	9.88	01-Mar-16	advance monthly	\$30	296.40	0.50%
173166	141 Butler Street, Kingston, ON K7A 5A5	141 Butler Street, Kingston, ON K7A 5A5	RESI	roof-top	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
173184	12 Harrison Drive, Welland, ON L2C 1C9	12 Harrison Drive, Welland, ON L2C 1C9	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
173244	8 Dayana Street, Kitchener, ON N2M 5M3	8 Dayana Street, Kitchener, ON N2M 5M3	RESI	roof-top	9.69	30-Jan-16	advance monthly	\$30	290.70	0.50%
173246	77 Willey Street, Kingston, ON K7A 5B3	77 Willey Street, Kingston, ON K7A 5B3	RESI	roof-top	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
173259	77 Ernest Street, St. Catharines, ON L2M 6A8	77 Ernest Street, St. Catharines, ON L2M 6A8	RESI	roof-top	9.16	01-Jan-16	advance monthly	\$30	288.60	0.50%
173287	142 Fourwinds Place, London, ON N6K 3L4	142 Fourwinds Place, London, ON N6K 3L4	RESI	roof-top	9.18	01-Jan-16	advance monthly	\$30	275.40	0.50%
173841	116 Argento Crescent, Vaughan, ON L4H 0B6	116 Argento Crescent, Vaughan, ON L4H 0B6	RESI	roof-top	9.18	01-Jan-16	advance monthly	\$30	275.40	0.50%
173877	13 Tewartha Crescent, Brampton, ON L6Z 1K3	13 Tewartha Crescent, Brampton, ON L6Z 1K3	RESI	roof-top	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
173826	109 Kippen Avenue, Bradford, ON L2C 1T6	109 Kippen Avenue, Bradford, ON L2C 1T6	RESI	roof-top	9.44	01-Aug-16	advance monthly	\$30	281.05	0.50%
173850	48 Jackman Drive, Brampton, ON L6S 2L9	48 Jackman Drive, Brampton, ON L6S 2L9	RESI	roof-top	5.10	01-Jan-16	advance monthly	\$30	153.00	0.50%
173740	26 Ashton Drive, Simcoe, ON N2Y 2S4	26 Ashton Drive, Simcoe, ON N2Y 2S4	RESI	roof-top	8.93	01-Apr-16	advance monthly	\$30	267.75	0.50%
173980	2500 Homestead Drive, Mississauga, ON L5K 1H4	2500 Homestead Drive, Mississauga, ON L5K 1H4	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
173994	19 Medway Crescent, Scarborough, ON M1P 3T7	19 Medway Crescent, Scarborough, ON M1P 3T7	RESI	roof-top	9.69	30-Jan-16	advance monthly	\$30	290.70	0.50%
174001	35 Vancamp Avenue, Kitchener, ON N2M 1L1	35 Vancamp Avenue, Kitchener, ON N2M 1L1	RESI	roof-top	6.38	01-Jan-16	advance monthly	\$30	191.25	0.50%
174095	47 Woodbridge Road, Hamilton, ON L8S 3C3	47 Woodbridge Road, Hamilton, ON L8S 3C3	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
174130	7 Halfacre Avenue, St. Catharines, ON L2M 1V4	7 Halfacre Avenue, St. Catharines, ON L2M 1V4	RESI	roof-top	8.84	01-Mar-16	advance monthly	\$30	265.20	0.50%
174152	6 Cammen Avenue, Belleville, ON K8P 3A5	6 Cammen Avenue, Belleville, ON K8P 3A5	RESI	roof-top	7.80	01-Jul-16	advance monthly	\$30	240.00	0.50%
174166	214 Aspen Ridge Street, Stoney Creek, ON L8M 1S0	214 Aspen Ridge Street, Stoney Creek, ON L8M 1S0	RESI	roof-top	9.96	01-Jan-16	advance monthly	\$30	288.00	0.50%
174143	9 Amy Court, Woodbridge, ON L4L 7S2	9 Amy Court, Woodbridge, ON L4L 7S2	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
174189	9 Fauna Drive, Brampton, ON L6P 0E3	9 Fauna Drive, Brampton, ON L6P 0E3	RESI	roof-top	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
174504	29 Hunter Court, Alliston, ON L9R 1A6	29 Hunter Court, Alliston, ON L9R 1A6	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
174538	49 Woodbridge Rd., Hamilton, ON L8E 1C8	49 Woodbridge Rd., Hamilton, ON L8E 1C8	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
174592	34 Edgewater Drive, Stoney Creek, ON L8E 4Z3	34 Edgewater Drive, Stoney Creek, ON L8E 4Z3	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
174633	4532 Helsinki Crescent, Windsor, ON N9G 6A6	4532 Helsinki Crescent, Windsor, ON N9G 6A6	RESI	roof-top	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
174650	155 Edwards Place, London, ON N6C 4V8	155 Edwards Place, London, ON N6C 4V8	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
174699	233 Josephine Ave., Windsor, ON N9B 2K7	233 Josephine Ave., Windsor, ON N9B 2K7	RESI	roof-top	5.20	01-Mar-16	advance monthly	\$30	156.00	0.50%
174715	198 South Bend Road East, Hamilton, ON L8A 2B9	198 South Bend Road East, Hamilton, ON L8A 2B9	RESI	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
174743	5200 Balfour St. South, Whitby, ON L1M 1T3	5200 Balfour St. South, Whitby, ON L1M 1T3	RESI	roof-top	8.32	01-Jan-16	advance monthly	\$30	245.60	0.50%
174757	58 Gattuso St., Oshawa, ON L1H 7G2	58 Gattuso St., Oshawa, ON L1H 7G2	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
174759	81 Robert Atterley Dr. E., Whitby, ON L1R 0B7	81 Robert Atterley Dr. E., Whitby, ON L1R 0B7	RESI	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
174774	54 Gore Drive, Barrie, ON L4N 5B5									

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Service Fee (\$/kWp)	Total Management Service Fee (\$/year)	Escalation Rate
178010	30 Greenfield Ave. Barrie, ON L4N 2V8	30 Greenfield Ave. Barrie, ON L4N 2V8	RESE	roof-top	9.44	01-Mar-16	advance monthly	\$30	281.05	0.50%
178043	235 Ivy Glen Dr. Maple, ON L4A 0N8	235 Ivy Glen Dr. Maple, ON L4A 0N8	RESE	roof-top	8.84	01-Mar-16	advance monthly	\$30	265.20	0.50%
178045	172 Terrence Blvd., Whitby, ON L1R 3R5	172 Terrence Blvd., Whitby, ON L1R 3R5	RESE	roof-top	9.69	01-Jul-16	advance monthly	\$30	290.70	0.50%
178083	249 King Street, Trenton, ON K0V 3K2	249 King Street, Trenton, ON K0V 3K2	RESE	roof-top	7.28	01-Apr-16	advance monthly	\$30	218.40	0.50%
178147	41 Loughland Rd. Barrie, ON L4N 8G2	41 Loughland Rd. Barrie, ON L4N 8G2	RESE	roof-top	5.20	01-Jan-16	advance monthly	\$30	156.00	0.50%
178152	77 Prairie Dunes Pl. Vaughan, ON L4S 1E4	77 Prairie Dunes Pl. Vaughan, ON L4S 1E4	RESE	roof-top	7.28	01-Jan-16	advance monthly	\$30	218.40	0.50%
178155	148 Hetherington Cres. Thornhill, ON L4J 2M2	148 Hetherington Cres. Thornhill, ON L4J 2M2	RESE	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
178251	69 Amy C. Woodbridge, ON L4J 7B3	69 Amy C. Woodbridge, ON L4J 7B3	RESE	roof-top	9.18	01-Jan-16	advance monthly	\$30	272.40	0.50%
178253	156 Summerdale Dr. Thornhill, ON L4V 9J3	156 Summerdale Dr. Thornhill, ON L4V 9J3	RESE	roof-top	9.63	01-Jan-16	advance monthly	\$30	288.60	0.50%
178254	89 Forest Heights Street, Whitby, ON L1R 1X7	89 Forest Heights Street, Whitby, ON L1R 1X7	RESE	roof-top	8.67	01-Jul-16	advance monthly	\$30	265.10	0.50%
178255	591 Fleetwood Dr. Oshawa, ON L1K 2V7	591 Fleetwood Dr. Oshawa, ON L1K 2V7	RESE	roof-top	5.72	30-Jan-16	advance monthly	\$30	171.60	0.50%
178258	552 Eastman Crescent, Neumarkett, ON L1Y 5S2	552 Eastman Crescent, Neumarkett, ON L1Y 5S2	RESE	roof-top	7.54	01-Jan-16	advance monthly	\$30	226.20	0.50%
178259	818 Mason St. Oshawa, ON L1G 5A9	818 Mason St. Oshawa, ON L1G 5A9	RESE	roof-top	8.58	01-Mar-16	advance monthly	\$30	252.40	0.50%
178260	6873 Markwood Pl. Mississauga, ON L5N 4K6	6873 Markwood Pl. Mississauga, ON L5N 4K6	RESE	roof-top	9.10	30-Jan-16	advance monthly	\$30	273.00	0.50%
178263	178263 - 18 Nugent Court, Barrie L4N 7A9	178263 - 18 Nugent Court, Barrie L4N 7A9	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
178269	105 Samira St. Woodbridge, ON L4H 1N3	105 Samira St. Woodbridge, ON L4H 1N3	RESE	roof-top	9.69	01-Jun-16	advance monthly	\$30	290.70	0.50%
178270	195 Fallowbridge St. Whitby, ON L1R 2B1	195 Fallowbridge St. Whitby, ON L1R 2B1	RESE	roof-top	9.69	01-Sep-16	advance monthly	\$30	290.70	0.50%
178271	11 Roma Drive, Whitby, ON L1P 0R4	11 Roma Drive, Whitby, ON L1P 0R4	RESE	roof-top	8.06	30-Jan-16	advance monthly	\$30	241.80	0.50%
178272	124 John Bowser Cres. Neumarkett, ON L1Y 7P2	124 John Bowser Cres. Neumarkett, ON L1Y 7P2	RESE	roof-top	8.84	30-Jan-16	advance monthly	\$30	265.20	0.50%
178273	27 Suffolk Ave. Aurora, ON L4G 7W6	27 Suffolk Ave. Aurora, ON L4G 7W6	RESE	roof-top	9.88	01-Mar-16	advance monthly	\$30	296.40	0.50%
178276	2 Woodview St. Richmond Hill, ON L4S 1B2	2 Woodview St. Richmond Hill, ON L4S 1B2	RESE	roof-top	9.69	01-Mar-16	advance monthly	\$30	290.70	0.50%
178280	10 Capleton Court, Vaughan, ON L4K 1L2	10 Capleton Court, Vaughan, ON L4K 1L2	RESE	roof-top	7.14	01-Apr-16	advance monthly	\$30	214.20	0.50%
178281	9 Roma Dr. Whitby, ON L1P 1R3	9 Roma Dr. Whitby, ON L1P 1R3	RESE	roof-top	8.58	01-Jul-16	advance monthly	\$30	252.40	0.50%
178289	79 Lincoln Street, Welland, ON L3C 5K3	79 Lincoln Street, Welland, ON L3C 5K3	RESE	roof-top	6.63	01-Jan-16	advance monthly	\$30	198.90	0.50%
178438	724 Third Avenue, Peterborough, ON K9J 4P3	724 Third Avenue, Peterborough, ON K9J 4P3	RESE	roof-top	7.02	01-Jan-16	advance monthly	\$30	210.60	0.50%
178442	6 Henderson Court, Inverness, ON N5C 0A1	6 Henderson Court, Inverness, ON N5C 0A1	RESE	roof-top	9.55	01-Dec-16	advance monthly	\$30	289.35	0.50%
178477	24 Newlands Avenue 1/2, Hamilton, ON L8H 2T5	24 Newlands Avenue 1/2, Hamilton, ON L8H 2T5	RESE	roof-top	8.42	01-Jan-16	advance monthly	\$30	252.45	0.50%
178491	587 Parkway Cres., Cambridge, ON N3H 7Z9	587 Parkway Cres., Cambridge, ON N3H 7Z9	RESE	roof-top	6.38	01-Mar-16	advance monthly	\$30	195.25	0.50%
178526	139 Ives Gate Drive, Kitchener, ON N2H 3K4	139 Ives Gate Drive, Kitchener, ON N2H 3K4	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
178575	358 Bush View Crescent, Waterloo, ON N2V 2A5	358 Bush View Crescent, Waterloo, ON N2V 2A5	RESE	roof-top	9.88	30-Jan-16	advance monthly	\$30	296.40	0.50%
178631	3696 Bangor Road, Mississauga, ON L5L 4P5	3696 Bangor Road, Mississauga, ON L5L 4P5	RESE	roof-top	9.69	01-Apr-16	advance monthly	\$30	290.70	0.50%
178671	2561 9210 Sideroad, New Lound, ON L0M 1N0	2561 9210 Sideroad, New Lound, ON L0M 1N0	RESE	roof-top	9.69	01-Apr-16	advance monthly	\$30	290.70	0.50%
178673	9 Old Colony Road, Richmond Hill, ON L4E 3C2	9 Old Colony Road, Richmond Hill, ON L4E 3C2	RESE	roof-top	8.12	01-Apr-16	advance monthly	\$30	249.60	0.50%
178693	2335 Grand Marais Road West, Windsor, ON N9E 4C6	2335 Grand Marais Road West, Windsor, ON N9E 4C6	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
178703	79 Concession Parkway, Barrie, ON L4M 0E2	79 Concession Parkway, Barrie, ON L4M 0E2	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
178865	1627 Market Street, London, ON N6C 3K2	1627 Market Street, London, ON N6C 3K2	RESE	roof-top	9.69	01-Jun-16	advance monthly	\$30	290.70	0.50%
178866	42 Behan Street, Hamilton, ON L8T 4N6	42 Behan Street, Hamilton, ON L8T 4N6	RESE	roof-top	9.88	30-Apr-16	advance monthly	\$30	296.40	0.50%
178870	23 Darlington Cres., Brampton, ON L6T 2Z1	23 Darlington Cres., Brampton, ON L6T 2Z1	RESE	roof-top	7.28	30-Jan-16	advance monthly	\$30	218.40	0.50%
178912	41 Araya Tr. Brampton, ON L6R 4M8	41 Araya Tr. Brampton, ON L6R 4M8	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
178915	2581 Prestonvale Rd., Courville, ON L1E 3W1	2581 Prestonvale Rd., Courville, ON L1E 3W1	RESE	roof-top	6.00	01-Jan-16	advance monthly	\$30	180.00	0.50%
178931	6 Prince Edward Boulevard, Thornhill, ON L1T 7G4	6 Prince Edward Boulevard, Thornhill, ON L1T 7G4	RESE	roof-top	9.18	01-Jan-16	advance monthly	\$30	275.40	0.50%
178940	34 Woodstone Crescent, Kingston, ON K7M 6V9	34 Woodstone Crescent, Kingston, ON K7M 6V9	RESE	roof-top	6.12	01-Jul-16	advance monthly	\$30	183.60	0.50%
178996	6054 Sanderson Pl., Mississauga, ON L5M 2B4	6054 Sanderson Pl., Mississauga, ON L5M 2B4	RESE	roof-top	9.10	30-Jan-16	advance monthly	\$30	273.00	0.50%
179079	891 Mount Allan Avenue, Oshawa, ON L1J 8K3	891 Mount Allan Avenue, Oshawa, ON L1J 8K3	RESE	roof-top	9.69	01-Apr-16	advance monthly	\$30	290.70	0.50%
179162	72 Saint David's Road, St. Catharines, ON L2T 1P9	72 Saint David's Road, St. Catharines, ON L2T 1P9	RESE	roof-top	9.95	01-Jan-16	advance monthly	\$30	298.35	0.50%
179164	29 Bayshore Avenue, Kitchener, ON N2C 2B1	29 Bayshore Avenue, Kitchener, ON N2C 2B1	RESE	roof-top	9.69	01-Apr-16	advance monthly	\$30	290.70	0.50%
179168	85 Pico Crescent, Vaughan, ON L4J 8P3	85 Pico Crescent, Vaughan, ON L4J 8P3	RESE	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
179233	15 Colle Melto Way, Woodbridge, ON L4H 1N9	15 Colle Melto Way, Woodbridge, ON L4H 1N9	RESE	roof-top	7.14	30-Apr-16	advance monthly	\$30	214.20	0.50%
179264	49 Rush Street, Aurora, ON L1R 1B2	49 Rush Street, Aurora, ON L1R 1B2	RESE	roof-top	8.12	01-Apr-16	advance monthly	\$30	249.60	0.50%
179266	175 Newer St. Guelph, ON N1E 5S5	175 Newer St. Guelph, ON N1E 5S5	RESE	roof-top	8.93	01-Jun-16	advance monthly	\$30	267.75	0.50%
179276	51 Fernie-Rachel Rd., Thornhill, ON L4J 6U5	51 Fernie-Rachel Rd., Thornhill, ON L4J 6U5	RESE	roof-top	8.84	01-Mar-16	advance monthly	\$30	265.20	0.50%
179279	53 Hurdington Park Dr., Thornhill, ON L1T 7G6	53 Hurdington Park Dr., Thornhill, ON L1T 7G6	RESE	roof-top	9.10	01-Apr-16	advance monthly	\$30	273.00	0.50%
179284	138 Stephenson Cres., Richmond Hill, ON L4C 3W1	138 Stephenson Cres., Richmond Hill, ON L4C 3W1	RESE	roof-top	7.44	01-Apr-16	advance monthly	\$30	220.80	0.50%
179285	226 Asperwood Rd., Neumarkett, ON L3K 3K7	226 Asperwood Rd., Neumarkett, ON L3K 3K7	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
179288	36 Sunbird Blvd., Kewmark, ON L4P 3B9	36 Sunbird Blvd., Kewmark, ON L4P 3B9	RESE	roof-top	9.95	01-Oct-16	advance monthly	\$30	298.35	0.50%
179290	156 North Meadow Crescent, Thornhill, ON L4J 3C5	156 North Meadow Crescent, Thornhill, ON L4J 3C5	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
179290	45 Watson Drive, Barrie, ON L4M 6W9	45 Watson Drive, Barrie, ON L4M 6W9	RESE	roof-top	9.69	01-Mar-16	advance monthly	\$30	290.70	0.50%
179296	875 Beatrice St East, Oshawa, ON L1M 2H8	875 Beatrice St East, Oshawa, ON L1M 2H8	RESE	roof-top	9.88	30-Jan-16	advance monthly	\$30	296.40	0.50%
179299	109 Glen Cres. Thornhill, ON L4J 6N3	109 Glen Cres. Thornhill, ON L4J 6N3	RESE	roof-top	9.84	01-Sep-16	advance monthly	\$30	295.20	0.50%
179310	206 Windsor St. Oshawa, ON L1H 6G3	206 Windsor St. Oshawa, ON L1H 6G3	RESE	roof-top	7.14	01-Jan-16	advance monthly	\$30	214.20	0.50%
179314	807 Symington Cr., Oshawa, ON L1K 2V1	807 Symington Cr., Oshawa, ON L1K 2V1	RESE	roof-top	9.62	01-Mar-16	advance monthly	\$30	288.60	0.50%
179320	5664 Herwick, Windsor, ON N8R 2Z9	5664 Herwick, Windsor, ON N8R 2Z9	RESE	roof-top	8.06	01-Jul-16	advance monthly	\$30	241.80	0.50%
179324	955 Southfork Dr. Mississauga, ON L5V 2K6	955 Southfork Dr. Mississauga, ON L5V 2K6	RESE	roof-top	9.18	01-Jan-16	advance monthly	\$30	273.00	0.50%
179326	718 Grandview St N. Oshawa, ON L1H 7W2	718 Grandview St N. Oshawa, ON L1H 7W2	RESE	roof-top	9.36	01-Jan-16	advance monthly	\$30	288.60	0.50%
179333	211 Crossland Gate, Neumarkett, ON L3K 181	211 Crossland Gate, Neumarkett, ON L3K 181	RESE	roof-top	9.62	01-Mar-16	advance monthly	\$30	280.60	0.50%
179361	14 Ives Court, Aurora, ON L4G 1S5	14 Ives Court, Aurora, ON L4G 1S5	RESE	roof-top	8.84	01-Jan-16	advance monthly	\$30	265.20	0.50%
179446	366 Chambers Crescent, Neumarkett, ON L3K 1T3	366 Chambers Crescent, Neumarkett, ON L3K 1T3	RESE	roof-top	9.36	01-Jan-16	advance monthly	\$30	280.80	0.50%
179525	354 Haghton Street, North, Hamilton, ON L8L 4N1	354 Haghton Street, North, Hamilton, ON L8L 4N1	RESE	roof-top	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
179568	227 Baldwin Drive, Cambridge, ON N3C 0B8	227 Baldwin Drive, Cambridge, ON N3C 0B8	RESE	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
179567	7 Moon Drive, Barrie, ON L4N 7S7	7 Moon Drive, Barrie, ON L4N 7S7	RESE	roof-top	9.18	01-Apr-16	advance monthly	\$30	275.40	0.50%
179640	1205 Blu Aire Gate, Sarnia, ON N7S 5C2	1205 Blu Aire Gate, Sarnia, ON N7S 5C2	RESE	roof-top	9.88	01-Oct-16	advance monthly	\$30	296.40	0.50%
179657	40 Mahmood Crescent, Vaughan, ON L6A 3A4	40 Mahmood Crescent, Vaughan, ON L6A 3A4	RESE	roof-top	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
179702	6 Redbush Road, Barrie, ON L4M 5Z1	6 Redbush Road, Barrie, ON L4M 5Z1	RESE	roof-top	9.18	01-Jan-16	advance monthly	\$30	273.00	0.50%
179839	1098 Staghorn Crescent, London, ON N5Y 5R1	1098 Staghorn Crescent, London, ON N5Y 5R1	RESE	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
179887	4 Burnaby Crescent, Kitchener, ON N2N 2W9	4 Burnaby Crescent, Kitchener, ON N2N 2W9	RESE	roof-top	8.16	01-Mar-16	advance monthly	\$30	244.80	0.50%
180000	130 East 18th Street, Hamilton, ON L8A 4P8	130 East 18th Street, Hamilton, ON L8A 4P8	RESE	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
180028	131 Tuscan Boulevard, Concord, ON L4K 5A4	131 Tuscan Boulevard, Concord, ON L4K 5A4	RESE	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
180033	27 Hensley Cres., Ajax, ON L1T 0B5	27 Hensley Cres., Ajax, ON L1T 0B5	RESE	roof-top	8.84	01-Apr-16	advance monthly	\$30	265.20	0.50%
180042	317 Naim Circle, Milton, ON L7T 7T6	317 Naim Circle, Milton, ON L7T 7T6	RESE	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
180061	47 Rosalee Ave., Richmond Hill, ON L4B 3Y8	47 Rosalee Ave., Richmond Hill, ON L4B 3Y8	RESE	roof-top	9.69	01-Jun-16	advance monthly	\$30	290.70	0.50%
180075	7 Elston Avenue, Ajax, ON L1Z 0E2	7 Elston Avenue, Ajax, ON L1Z 0E2	RESE	roof-top	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
180081	58 Robert Attenrise Drive East, Whitby, ON L1R 0B6	58 Robert Attenrise Drive East, Whitby, ON L1R 0B6	RESE	roof-top	9.10	01-Mar-16	advance monthly	\$30	273.00	0.50%
180096	19 Whitbread Crescent, Ajax, ON L1Z 0E3	19 Whitbread Crescent, Ajax, ON L1Z 0E3	RESE	roof-top	7.44	01-Apr-16	advance monthly	\$30	220.80	0.50%
180106	5118 Warwickshire Way, Mississauga, ON L5V 1P8	5118 Warwickshire Way, Mississauga, ON L5V 1P8	RESE	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
180146	42 Dof's Drive, Alton, ON L7K 0C7	42 Dof's Drive, Alton, ON L7K 0C7	RESE	roof-top	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
180156	7678 Winemond Crescent, Mississauga, ON L4T 2V8	7678 Winemond Crescent, Mississauga, ON L4T 2V8	RESE	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
180302	614 Black Oak Crs, Waterloo, ON N2V 1A5	614 Black Oak Crs, Waterloo, ON N2V 1A5	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
180348	228 Pastern Trail, Waterloo, ON N2K 3X6	228 Pastern Trail, Waterloo, ON N2K 3X6	RESE	roof-top	8.16	01-Mar-16	advance monthly	\$30	244.80	0.50%
180409	1542 Churchill Meadows Boulevard, Mississauga, ON L5M 6M8	1542 Churchill Meadows Boulevard, Mississauga, ON L5M 6M8	RESE	roof-top	9.18	01-Jul-16	advance monthly	\$30	273.00	0.50%
180412	15 Bridlebridge Street, Kitchener, ON N2P 2T9	15 Bridlebridge Street, Kitchener, ON N2P 2T9	RESE	roof-top	8.32	30-Jan-16	advance monthly	\$30	249.60	0.50%
180460	675 Shanahan Boulevard, Neumarkett, ON L3X 1P7	675 Shanahan Boulevard, Neumarkett, ON L3X 1P7	RESE	roof-top	8.67	01-Jan-16	advance monthly	\$30	260.10	0.50%
180463	95 Burling Place, Neumarkett, ON L3Y 5W3	95 Burling Place, Neumarkett, ON L3Y 5W3	RESE	roof-top	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
180469	48 Peppertree Lane, Southfield, ON L4A 0M8	48 Peppertree Lane, Southfield, ON L4A 0M8	RESE	roof-top	8.16	01-Sep-16	advance monthly	\$30	244.80	0.50%
180471	26 William Ingles Drive, Courville, ON L1E 0E3	26 William Ingles Drive, Courville, ON L1E 0E3	RESE	roof-top	9.88	01-Apr				

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sqWp)	Commencement Date	Payment Term	Annual Management Service Fee Rate (\$/Wp)	Total Management Service Fee (\$/Year)	Escalation Rate
184005	133 Hurton Place, Brampton, ON L1C 5K2	133 Hurton Place, Brampton, ON L1C 5K2	RESI	RoofTop	8.32	01-Jul-16	advance monthly	\$30	249.60	0.50%
185098	26 Cleopatra Drive, Brampton, ON L6T 2T4	26 Cleopatra Drive, Brampton, ON L6T 2T4	RESI	RoofTop	8.84	01-Apr-16	advance monthly	\$30	260.20	0.50%
186019	172 Willowbrook Drive, Whitby, ON L1R 2Y9	172 Willowbrook Drive, Whitby, ON L1R 2Y9	RESI	RoofTop	7.02	01-Sep-16	advance monthly	\$30	210.60	0.50%
186069	101 Dumfries Ave, Brampton, ON L6Z 2W5	101 Dumfries Ave, Brampton, ON L6Z 2W5	RESI	RoofTop	7.40	01-Sep-16	advance monthly	\$30	221.85	0.50%
186082	287 Council Rd, Barrie, ON L4N 8B8	287 Council Rd, Barrie, ON L4N 8B8	RESI	RoofTop	9.18	01-Jul-15	advance monthly	\$30	275.40	0.50%
186100	1605 Quail Run Dr., Oshawa, ON L1K 0E3	1605 Quail Run Dr., Oshawa, ON L1K 0E3	RESI	RoofTop	8.25	01-Jul-16	advance monthly	\$30	247.50	0.50%
186101	67 Smiles Dr., Ajax, ON L1T 1G5	67 Smiles Dr., Ajax, ON L1T 1G5	RESI	RoofTop	6.24	01-Apr-16	advance monthly	\$30	187.20	0.50%
186103	138 Egan St., Clarington, ON L1C 3E7	138 Egan St., Clarington, ON L1C 3E7	RESI	RoofTop	5.72	01-Mar-16	advance monthly	\$30	171.60	0.50%
186105	132 Laurier Cr., Pickering, ON L1V 4R1	132 Laurier Cr., Pickering, ON L1V 4R1	RESI	RoofTop	5.46	01-Jul-16	advance monthly	\$30	163.80	0.50%
186107	5 Devlin Cres., Whitby, ON L1N 0J4	5 Devlin Cres., Whitby, ON L1N 0J4	RESI	RoofTop	6.70	01-Jul-16	advance monthly	\$30	202.80	0.50%
186108	2 Onwell Cres., Barrie, ON L4N 6N3	2 Onwell Cres., Barrie, ON L4N 6N3	RESI	RoofTop	8.32	01-Aug-16	advance monthly	\$30	249.60	0.50%
186137	27 Willowbrook Drive, Whitby, ON L1R 1T3	27 Willowbrook Drive, Whitby, ON L1R 1T3	RESI	RoofTop	8.58	01-Jul-16	advance monthly	\$30	257.40	0.50%
186151	343 Beaulieu Drive, Milton, ON L8T 8P6	343 Beaulieu Drive, Milton, ON L8T 8P6	RESI	RoofTop	8.42	01-Jul-16	advance monthly	\$30	252.45	0.50%
186233	34 Fernbank Place, Whitby, ON L1R 1T1	34 Fernbank Place, Whitby, ON L1R 1T1	RESI	RoofTop	7.14	01-Aug-16	advance monthly	\$30	214.20	0.50%
186242	44 Adam Street, Brampton, ON L6Z 2B9	44 Adam Street, Brampton, ON L6Z 2B9	RESI	RoofTop	9.88	30-Apr-16	advance monthly	\$30	296.40	0.50%
186248	2564 Pallander Avenue, Mississauga, ON L5B 2J2	2564 Pallander Avenue, Mississauga, ON L5B 2J2	RESI	RoofTop	8.32	01-Oct-16	advance monthly	\$30	249.60	0.50%
186251	100 Stee Dog Road, Brampton, ON L6R 0J4	100 Stee Dog Road, Brampton, ON L6R 0J4	RESI	RoofTop	6.24	01-Jul-16	advance monthly	\$30	187.20	0.50%
186252	30 Jacksonville Drive, Brampton, ON L6P 2T3	30 Jacksonville Drive, Brampton, ON L6P 2T3	RESI	RoofTop	9.09	01-Jan-16	advance monthly	\$30	290.70	0.50%
186253	110 Rutherford Road North, Brampton, ON L6V 2J2	110 Rutherford Road North, Brampton, ON L6V 2J2	RESI	RoofTop	9.88	01-Mar-16	advance monthly	\$30	298.40	0.50%
186293	9 Seagrine Street, Brampton, ON L6Y 0S5	9 Seagrine Street, Brampton, ON L6Y 0S5	RESI	RoofTop	9.95	30-Jan-16	advance monthly	\$30	298.35	0.50%
186305	356 Highland Avenue, Oshawa, ON L1H 6B3	356 Highland Avenue, Oshawa, ON L1H 6B3	RESI	RoofTop	7.65	01-Jul-16	advance monthly	\$30	229.50	0.50%
186314	65 Forest Heights St., Whitby, ON L1S 1A4	65 Forest Heights St., Whitby, ON L1S 1A4	RESI	RoofTop	8.06	01-Aug-16	advance monthly	\$30	241.80	0.50%
186345	25 Horsham Street, Brampton, ON L6X 3B6	25 Horsham Street, Brampton, ON L6X 3B6	RESI	RoofTop	8.42	01-Apr-16	advance monthly	\$30	252.45	0.50%
186354	3 Callaly Road, Brampton, ON L7A 0M4	3 Callaly Road, Brampton, ON L7A 0M4	RESI	RoofTop	7.91	01-Jun-16	advance monthly	\$30	237.15	0.50%
186357	3 Pardon Avenue, Whitby, ON L1P 1V9	3 Pardon Avenue, Whitby, ON L1P 1V9	RESI	RoofTop	9.18	01-Jul-16	advance monthly	\$30	275.40	0.50%
186420	204 Montgomery Ave., Whitby, ON L1M 0B8	204 Montgomery Ave., Whitby, ON L1M 0B8	RESI	RoofTop	9.56	01-Jul-16	advance monthly	\$30	286.40	0.50%
186429	406 Leaskwood Drive, Barrie, ON L4M 5M6	406 Leaskwood Drive, Barrie, ON L4M 5M6	RESI	RoofTop	8.06	01-Jan-16	advance monthly	\$30	241.80	0.50%
186430	63 Hurricane Avenue, Woodbridge, ON L4L 1V5	63 Hurricane Avenue, Woodbridge, ON L4L 1V5	RESI	RoofTop	9.95	01-Jun-16	advance monthly	\$30	298.35	0.50%
186431	2 Whitehorse Drive, Brampton, ON L7A 0A8	2 Whitehorse Drive, Brampton, ON L7A 0A8	RESI	RoofTop	8.95	01-Jul-16	advance monthly	\$30	284.35	0.50%
186463	18 Rainbow Crescent, Whitby, ON L1M 2N6	18 Rainbow Crescent, Whitby, ON L1M 2N6	RESI	RoofTop	8.16	01-Jul-16	advance monthly	\$30	244.80	0.50%
186466	9 Twinline Road South, Courton, ON L1E 2J1	9 Twinline Road South, Courton, ON L1E 2J1	RESI	RoofTop	9.69	01-Mar-16	advance monthly	\$30	290.70	0.50%
186487	76 Ridgemore Crescent, Brampton, ON L7A 2J5	76 Ridgemore Crescent, Brampton, ON L7A 2J5	RESI	RoofTop	9.69	01-Jan-16	advance monthly	\$30	290.70	0.50%
186489	719 Super Maple Court, Whitby, ON L1N 7W8	719 Super Maple Court, Whitby, ON L1N 7W8	RESI	RoofTop	8.42	01-Mar-16	advance monthly	\$30	252.45	0.50%
186501	82 Clarendon Court, Brampton, ON L6X 3N3	82 Clarendon Court, Brampton, ON L6X 3N3	RESI	RoofTop	8.33	01-Mar-16	advance monthly	\$30	249.90	0.50%
186502	51 Red Maple Drive, Brampton, ON L6X 4M1	51 Red Maple Drive, Brampton, ON L6X 4M1	RESI	RoofTop	9.69	01-Jun-16	advance monthly	\$30	290.70	0.50%
186503	831 Centre Street North, Whitby, ON L1N 4T9	831 Centre Street North, Whitby, ON L1N 4T9	RESI	RoofTop	9.18	01-Jun-16	advance monthly	\$30	275.40	0.50%
186506	71 Millstone Crescent, Whitby, ON L1R 1T4	71 Millstone Crescent, Whitby, ON L1R 1T4	RESI	RoofTop	7.54	01-Oct-16	advance monthly	\$30	226.20	0.50%
186565	933 Steel Street, Port Colborne, ON L1K 6A8	933 Steel Street, Port Colborne, ON L1K 6A8	RESI	RoofTop	9.36	01-Apr-16	advance monthly	\$30	280.80	0.50%
186575	210 Rockville Road, Oshawa, ON K8V 5P6	210 Rockville Road, Oshawa, ON K8V 5P6	RESI	RoofTop	9.69	01-Jun-16	advance monthly	\$30	290.70	0.50%
186551	59 Rice Dr., Whitby, ON L1N 7Z3	59 Rice Dr., Whitby, ON L1N 7Z3	RESI	RoofTop	8.84	01-Mar-16	advance monthly	\$30	265.20	0.50%
186676	137 Middlefield Road, Peterborough, ON K9J 8E8	137 Middlefield Road, Peterborough, ON K9J 8E8	RESI	RoofTop	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
186689	9 Whitehall Gate, Welland, ON L0S 1E1	9 Whitehall Gate, Welland, ON L0S 1E1	RESI	RoofTop	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
186705	39 Hazelton North, Hamilton, ON L8H 4L3	39 Hazelton North, Hamilton, ON L8H 4L3	RESI	RoofTop	9.88	30-Jan-16	advance monthly	\$30	296.40	0.50%
186785	33 Cambria Drive, St. Catharines, ON L2N 6W3	33 Cambria Drive, St. Catharines, ON L2N 6W3	RESI	RoofTop	7.80	30-Jan-16	advance monthly	\$30	234.00	0.50%
186801	302 Kincardine Terrace, Milton, ON L8T 8B9	302 Kincardine Terrace, Milton, ON L8T 8B9	RESI	RoofTop	7.80	01-Jul-16	advance monthly	\$30	234.00	0.50%
186807	1103 Janette Ave., Whitby, ON L6B 1A6	1103 Janette Ave., Whitby, ON L6B 1A6	RESI	RoofTop	9.84	01-Sep-16	advance monthly	\$30	260.20	0.50%
186808	37 Dundonald Street, St. Catharines, ON L2P 3T4	37 Dundonald Street, St. Catharines, ON L2P 3T4	RESI	RoofTop	6.76	30-Jan-16	advance monthly	\$30	202.80	0.50%
186892	33 Highview Drive, St. Thomas, ON N5R 5E6	33 Highview Drive, St. Thomas, ON N5R 5E6	RESI	RoofTop	9.62	01-Jul-16	advance monthly	\$30	288.60	0.50%
187045	44 Barnington Dr., Whitby, ON L1S 5Z9	44 Barnington Dr., Whitby, ON L1S 5Z9	RESI	RoofTop	9.18	01-Jul-16	advance monthly	\$30	275.40	0.50%
187059	69 Jonathan Court, Hamilton, ON L8W 0A1	69 Jonathan Court, Hamilton, ON L8W 0A1	RESI	RoofTop	8.67	01-Apr-16	advance monthly	\$30	260.10	0.50%
187081	32 Indian Arrow Rd., Barrie, ON L4M 5G3	32 Indian Arrow Rd., Barrie, ON L4M 5G3	RESI	RoofTop	9.10	01-Jul-16	advance monthly	\$30	277.00	0.50%
187083	72 Williamson Dr., Ajax, ON L1T 0A9	72 Williamson Dr., Ajax, ON L1T 0A9	RESI	RoofTop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
187097	102 Howland Cres., Ajax, ON L1S 7B9	102 Howland Cres., Ajax, ON L1S 7B9	RESI	RoofTop	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
187099	91 William Stephenson, Whitby, ON L1N 3T1	91 William Stephenson, Whitby, ON L1N 3T1	RESI	RoofTop	7.14	01-Apr-16	advance monthly	\$30	214.20	0.50%
187112	10 Ashbury Blvd., Ajax, ON L1Z 7V9	10 Ashbury Blvd., Ajax, ON L1Z 7V9	RESI	RoofTop	9.69	01-Mar-16	advance monthly	\$30	290.70	0.50%
187120	8822 Martin Grove Rd., Woodbridge, ON L4H 1C2	8822 Martin Grove Rd., Woodbridge, ON L4H 1C2	RESI	RoofTop	9.18	01-Apr-16	advance monthly	\$30	275.40	0.50%
187122	438 Talbot Street, Hamilton, ON L8H 6T7	438 Talbot Street, Hamilton, ON L8H 6T7	RESI	RoofTop	9.18	30-Jan-16	advance monthly	\$30	275.40	0.50%
187127	60 Marley Ave., Shelburne, ON L4A 0C4	60 Marley Ave., Shelburne, ON L4A 0C4	RESI	RoofTop	8.93	01-Aug-16	advance monthly	\$30	267.75	0.50%
187181	4 Loydell Cr., Barrie, ON L4M 5G5	4 Loydell Cr., Barrie, ON L4M 5G5	RESI	RoofTop	9.10	01-Jul-16	advance monthly	\$30	277.00	0.50%
187205	92 Barbary Cres., Richmond Hill, ON L4E 4S6	92 Barbary Cres., Richmond Hill, ON L4E 4S6	RESI	RoofTop	8.67	01-Mar-16	advance monthly	\$30	260.10	0.50%
187219	212 Aurore Drive, Courton, ON L1E 0G2	212 Aurore Drive, Courton, ON L1E 0G2	RESI	RoofTop	8.06	01-Jun-16	advance monthly	\$30	241.80	0.50%
187265	37 Switchback Trail, Brampton, ON L6R 3H1	37 Switchback Trail, Brampton, ON L6R 3H1	RESI	RoofTop	9.10	01-Apr-16	advance monthly	\$30	277.00	0.50%
187240	178 Campbellville Road, Campbellville, ON L0P 1B0	178 Campbellville Road, Campbellville, ON L0P 1B0	RESI	RoofTop	9.40	01-Jul-16	advance monthly	\$30	281.85	0.50%
187406	444 Jinks Terrace, Milton, ON L9T 7N2	444 Jinks Terrace, Milton, ON L9T 7N2	RESI	RoofTop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
187489	11 Goldenrod Court, St. Thomas, ON N5P 4M7	11 Goldenrod Court, St. Thomas, ON N5P 4M7	RESI	RoofTop	9.88	30-Apr-16	advance monthly	\$30	296.40	0.50%
187588	1 Stone Brook Court, Durham, ON K9A 2W7	1 Stone Brook Court, Durham, ON K9A 2W7	RESI	RoofTop	6.76	30-Jan-16	advance monthly	\$30	202.80	0.50%
187605	7 Joshua St., Kitchener, ON N2C 2T4	7 Joshua St., Kitchener, ON N2C 2T4	RESI	RoofTop	7.78	01-Apr-16	advance monthly	\$30	218.40	0.50%
187653	29 Lennon Trail, Brampton, ON L6P 5P7	29 Lennon Trail, Brampton, ON L6P 5P7	RESI	RoofTop	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
187663	9 Sunrise Crescent, Dundas, ON N9B 3B9	9 Sunrise Crescent, Dundas, ON N9B 3B9	RESI	RoofTop	9.10	01-Jun-16	advance monthly	\$30	277.00	0.50%
187676	59 Misty Meadow Dr., Woodbridge, ON L4L 3X1	59 Misty Meadow Dr., Woodbridge, ON L4L 3X1	RESI	RoofTop	7.78	01-Mar-16	advance monthly	\$30	218.40	0.50%
187685	112 Admiral Road, Kitchener, ON N2M 1R1	112 Admiral Road, Kitchener, ON N2M 1R1	RESI	RoofTop	9.18	01-Jul-16	advance monthly	\$30	275.40	0.50%
187748	7 Barrie Drive, Ajax, ON L1S 5C5	7 Barrie Drive, Ajax, ON L1S 5C5	RESI	RoofTop	9.10	01-Aug-16	advance monthly	\$30	277.00	0.50%
187752	126 Hyde Cr., Thornhill, ON L3T 5L3	126 Hyde Cr., Thornhill, ON L3T 5L3	RESI	RoofTop	9.58	01-Mar-16	advance monthly	\$30	281.40	0.50%
187761	166 Forestale Rd., Vaughan, ON L4K 5H7	166 Forestale Rd., Vaughan, ON L4K 5H7	RESI	RoofTop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
187797	28 Westline Drive, West Lincoln, ON L0R 2A0	28 Westline Drive, West Lincoln, ON L0R 2A0	RESI	RoofTop	9.88	01-Jan-16	advance monthly	\$30	296.40	0.50%
187816	20 Antioch Rd., Brampton, ON L6P 1A7	20 Antioch Rd., Brampton, ON L6P 1A7	RESI	RoofTop	9.18	01-Jul-16	advance monthly	\$30	275.40	0.50%
187873	244 Anne Street North, Barrie, ON L4N 4X5	244 Anne Street North, Barrie, ON L4N 4X5	RESI	RoofTop	9.62	01-Aug-16	advance monthly	\$30	288.60	0.50%
187918	69 Crown Victoria Dr., Brampton, ON L7A 3X1	69 Crown Victoria Dr., Brampton, ON L7A 3X1	RESI	RoofTop	6.76	01-Jan-16	advance monthly	\$30	202.80	0.50%
187935	196 Timber Lane, Woodbridge, ON L4L 3H9	196 Timber Lane, Woodbridge, ON L4L 3H9	RESI	RoofTop	9.18	01-Apr-16	advance monthly	\$30	275.40	0.50%
188016	13870 Eight Mile Road, Ajax, ON N0M 1C0	13870 Eight Mile Road, Ajax, ON N0M 1C0	RESI	RoofTop	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
188030	152 Melville Street, Hamilton, ON L9H 2A8	152 Melville Street, Hamilton, ON L9H 2A8	RESI	RoofTop	5.46	01-Jun-16	advance monthly	\$30	161.80	0.50%
188091	17 Ligon Street, Whitby, ON L1R 1W7	17 Ligon Street, Whitby, ON L1R 1W7	RESI	RoofTop	9.10	01-Jul-16	advance monthly	\$30	277.00	0.50%
188102	1 Oronogrove Dr., Brampton, ON L7A 3N5	1 Oronogrove Dr., Brampton, ON L7A 3N5	RESI	RoofTop	7.6	01-Jan-16	advance monthly	\$30	202.80	0.50%
188112	37 Levista Street, Brampton, ON L6P 2V8	37 Levista Street, Brampton, ON L6P 2V8	RESI	RoofTop	9.36	01-Mar-16	advance monthly	\$30	280.80	0.50%
188159	29 Gaydon Way, Brampton, ON N1T 6P8	29 Gaydon Way, Brampton, ON N1T 6P8	RESI	RoofTop	9.10	30-Jan-16	advance monthly	\$30	277.00	0.50%
188166	673 Oliver Ave., Oshawa, ON L1M 2S8	673 Oliver Ave., Oshawa, ON L1M 2S8	RESI	RoofTop	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
188181	49 Lockwood Road, Brampton, ON L6Y 4T7	49 Lockwood Road, Brampton, ON L6Y 4T7	RESI	RoofTop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
188204	27 Garpeaks Dr., Brampton, ON L6P 3E2	27 Garpeaks Dr., Brampton, ON L6P 3E2	RESI	RoofTop	6.50	01-Jun-16	advance monthly	\$30	195.00	0.50%
188222	29 Bayview Cr., Brampton, ON L6P 2M6	29 Bayview Cr., Brampton, ON L6P 2M6	RESI	RoofTop	9.18	01-Jul-16	advance monthly	\$30	275.40	0.50%
188263	2166 Dr Lake Road N, Elmville, ON L0L 1P0	2166 Dr Lake Road N, Elmville, ON L0L 1P0	RESI	RoofTop	9.62	01-Jul-16	advance monthly	\$30	288.60	0.50%
188303	87 Lipton Cres., Whitby, ON L1R 1W9	87 Lipton Cres., Whitby, ON L1R 1W9	RESI	RoofTop	7.40	01-Jul-16	advance monthly	\$30	221.85	0.50%
188316	8 Mayo St., Brampton, ON N6T 6N1	8 Mayo St., Brampton, ON N6T 6N1	RESI	RoofTop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
188348	4486 Derby Street, Perkasie, ON N0M 1B0	4486 Derby Street, Perkasie, ON N0M 1B0	RESI	RoofTop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
188358	236 Magill Street, Quinte West, ON K8V 3K6	236 Magill Street, Quinte West, ON K8V 3K6	RESI	RoofTop	9.88	01-Mar-16	advance monthly	\$30		

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
188974	40 Fossil G. Brampton, ON L6P 3G7	40 Fossil G. Brampton, ON L6P 3G7	RES1	rooftop	9.95	01-Jun-16	advance monthly	\$30	298.35	0.50%
188981	22 Regency Ck. Bradford, ON L3Z 2G2	22 Regency Ck. Bradford, ON L3Z 2G2	RES1	rooftop	9.36	02-Jan-16	advance monthly	\$30	280.80	0.50%
188918	1153 Dahlia Ave. S. Brampton, ON L3Z 2T1	1153 Dahlia Ave. S. Brampton, ON L3Z 2T1	RES1	rooftop	8.67	30-Apr-16	advance monthly	\$30	260.10	0.50%
188920	86 Ondrey Street, Bradford, ON L3Z 2X1	86 Ondrey Street, Bradford, ON L3Z 2X1	RES1	rooftop	6.76	01-Sep-16	advance monthly	\$30	202.80	0.50%
188950	22 Mountbatten Road, Brampton, ON L6R 1J2	22 Mountbatten Road, Brampton, ON L6R 1J2	RES1	rooftop	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
188972	32 Compton Ck. Brampton, ON L3Z 2X7	32 Compton Ck. Brampton, ON L3Z 2X7	RES1	rooftop	8.93	01-Jul-16	advance monthly	\$30	267.75	0.50%
188914	9 Leice Rd. Barrie, ON L4N 1T5	9 Leice Rd. Barrie, ON L4N 1T5	RES1	rooftop	9.62	01-Jul-16	advance monthly	\$30	288.60	0.50%
188922	149 Gasser Road, Welland, ON L3C 0B5	149 Gasser Road, Welland, ON L3C 0B5	RES1	rooftop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
188954	76 Cambridge Ck. Brampton, ON L6R 3N4	76 Cambridge Ck. Brampton, ON L6R 3N4	RES1	rooftop	8.09	01-Aug-16	advance monthly	\$30	242.55	0.50%
188958	30 Newdale Pl. Brampton, ON L6S 5Z2	30 Newdale Pl. Brampton, ON L6S 5Z2	RES1	rooftop	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
188918	2361 Fraser Avenue, Windsor, ON N8X 3Z8	2361 Fraser Avenue, Windsor, ON N8X 3Z8	RES1	rooftop	7.14	01-Jul-16	advance monthly	\$30	214.20	0.50%
188994	3457 Lynbrook Cres. Oshawa, ON L1K 2P4	3457 Lynbrook Cres. Oshawa, ON L1K 2P4	RES1	rooftop	8.06	01-Apr-16	advance monthly	\$30	241.80	0.50%
190004	5 Newbury Cres. Brampton, ON L6S 5-L7	5 Newbury Cres. Brampton, ON L6S 5-L7	RES1	rooftop	9.88	30-Jan-16	advance monthly	\$30	296.40	0.50%
151061	5 Reed Road, Bradford, ON L3Z 0P9	5 Reed Road, Bradford, ON L3Z 0P9	RES1	rooftop	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
191063	6 Nectarine Cres. Brampton, ON L6S 5V8	4 Nectarine Cres. Brampton, ON L6S 5V8	RES1	rooftop	8.32	01-Apr-16	advance monthly	\$30	249.60	0.50%
191129	217 Christopher Street, Stoneyham, ON L0M 1S0	217 Christopher Street, Stoneyham, ON L0M 1S0	RES1	rooftop	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
191135	54 Fair Street, Ancaster, ON L9K 0A7	54 Fair Street, Ancaster, ON L9K 0A7	RES1	rooftop	9.69	01-Apr-16	advance monthly	\$30	290.70	0.50%
191141	560 Park Rd. Oshawa, ON L1J 4J5	560 Park Rd. Oshawa, ON L1J 4J5	RES1	rooftop	9.62	01-Mar-16	advance monthly	\$30	288.60	0.50%
191210	200 Gray Avenue, Alliston, ON L9R 0H1	200 Gray Avenue, Alliston, ON L9R 0H1	RES1	rooftop	8.16	01-Aug-16	advance monthly	\$30	244.80	0.50%
191246	6 Seiden Court, Woodbridge, ON L4L 3W2	6 Seiden Court, Woodbridge, ON L4L 3W2	RES1	rooftop	5.72	01-Apr-16	advance monthly	\$30	171.60	0.50%
191277	162 Leamingside Rd. Thornhill, ON L4J 9G3	162 Leamingside Rd. Thornhill, ON L4J 9G3	RES1	rooftop	9.36	01-Jul-16	advance monthly	\$30	280.80	0.50%
191280	919 Chipping Park Blvd. Colborne, ON K9A 5H2	919 Chipping Park Blvd. Colborne, ON K9A 5H2	RES1	rooftop	8.93	30-Apr-16	advance monthly	\$30	267.75	0.50%
191357	25 Spring Bank Drive, St. Catharines, ON L2S 2K1	25 Spring Bank Drive, St. Catharines, ON L2S 2K1	RES1	rooftop	9.36	01-Jan-16	advance monthly	\$30	280.80	0.50%
191405	7 Crawford Circle, Beeton, ON L0G 1A0	7 Crawford Circle, Beeton, ON L0G 1A0	RES1	rooftop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
191410	2227 Bellfleur Crescent, Mississauga, ON L5K 1N7	2227 Bellfleur Crescent, Mississauga, ON L5K 1N7	RES1	rooftop	8.84	01-Jul-16	advance monthly	\$30	265.20	0.50%
191426	79 Bull Point Road, Little Britain, ON K0M 2C0	79 Bull Point Road, Little Britain, ON K0M 2C0	RES1	rooftop	9.16	01-Jul-16	advance monthly	\$30	273.90	0.50%
191439	8 Janet Court, St. Catharines, ON L2S 1A4	8 Janet Court, St. Catharines, ON L2S 1A4	RES1	rooftop	9.88	30-Jan-16	advance monthly	\$30	296.40	0.50%
191524	386 Montreal Circle, Hamilton, ON L8E 0C7	386 Montreal Circle, Hamilton, ON L8E 0C7	RES1	rooftop	9.88	01-Mar-16	advance monthly	\$30	296.40	0.50%
191545	91 Chalk Creek Lane, Niagara Falls, ON N6K 1A5	91 Chalk Creek Lane, Niagara Falls, ON N6K 1A5	RES1	rooftop	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
191567	1004 Hatfield Cres. Peterborough, ON K9H 6J8	1004 Hatfield Cres. Peterborough, ON K9H 6J8	RES1	rooftop	9.95	01-Jun-16	advance monthly	\$30	298.35	0.50%
191683	27 Hillcroft Drive, Markham, ON L3S 1P9	27 Hillcroft Drive, Markham, ON L3S 1P9	RES1	rooftop	7.65	01-Jul-16	advance monthly	\$30	229.50	0.50%
191686	7 Henthroff Crescent, Kitchener, ON N2K 4C3	7 Henthroff Crescent, Kitchener, ON N2K 4C3	RES1	rooftop	7.28	01-Aug-16	advance monthly	\$30	218.40	0.50%
191768	139 Alfred St. Sarnia, ON N7T 1G3	139 Alfred St. Sarnia, ON N7T 1G3	RES1	rooftop	7.91	01-Jul-16	advance monthly	\$30	237.15	0.50%
191847	2283 Creek Road, Niagara-On-The-Lake, ON L0S 1J0	2283 Creek Road, Niagara-On-The-Lake, ON L0S 1J0	RES1	rooftop	7.91	01-Aug-16	advance monthly	\$30	237.15	0.50%
191880	66 Yorkshire Dr. Ancaster, ON L9K 1N4	66 Yorkshire Dr. Ancaster, ON L9K 1N4	RES1	rooftop	9.95	01-Jun-16	advance monthly	\$30	298.35	0.50%
191902	32 Duden Oaks Dr. Brampton, ON L6R 3R8	32 Duden Oaks Dr. Brampton, ON L6R 3R8	RES1	rooftop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
191903	2 Commodore Dr. Brampton, ON L6S 0S4	2 Commodore Dr. Brampton, ON L6S 0S4	RES1	rooftop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
191927	474 Wickham Street, Oshawa, ON L1K 1B9	474 Wickham Street, Oshawa, ON L1K 1B9	RES1	rooftop	7.80	30-Apr-16	advance monthly	\$30	234.00	0.50%
191938	13 Page Crescent, Markham, ON L3S 1W5	13 Page Crescent, Markham, ON L3S 1W5	RES1	rooftop	8.67	01-Jul-16	advance monthly	\$30	260.10	0.50%
191942	10 Neeland Rd. Markham, ON L3S 1X1	10 Neeland Rd. Markham, ON L3S 1X1	RES1	rooftop	7.14	01-Jul-16	advance monthly	\$30	214.20	0.50%
191949	18 Birch Tree Trail, Brampton, ON L6P 3M8	18 Birch Tree Trail, Brampton, ON L6P 3M8	RES1	rooftop	8.67	01-Apr-16	advance monthly	\$30	260.10	0.50%
191951	5 Deward Rd. Brampton, ON L6P 3S1	5 Deward Rd. Brampton, ON L6P 3S1	RES1	rooftop	9.95	01-Mar-16	advance monthly	\$30	298.35	0.50%
191952	64 Duden Oaks Dr. Brampton, ON L6R 3R8	64 Duden Oaks Dr. Brampton, ON L6R 3R8	RES1	rooftop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
191963	101 Bourbon Cir. Barrie, ON L4M 717	101 Bourbon Cir. Barrie, ON L4M 717	RES1	rooftop	8.84	01-Apr-16	advance monthly	\$30	265.20	0.50%
191991	1099 Langford St. Oshawa, ON L1K 2V8	1099 Langford St. Oshawa, ON L1K 2V8	RES1	rooftop	7.54	01-Sep-16	advance monthly	\$30	226.20	0.50%
192021	61 Campwood Crescent, Brampton, ON L6P 2S8	61 Campwood Crescent, Brampton, ON L6P 2S8	RES1	rooftop	8.62	30-Jul-16	advance monthly	\$30	264.60	0.50%
192043	26 Brimwood Avenue, Grimsby, ON L3M 1J8	26 Brimwood Avenue, Grimsby, ON L3M 1J8	RES1	rooftop	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
192062	10 Bennett Ave. Guelph, ON N1E 2C4	10 Bennett Ave. Guelph, ON N1E 2C4	RES1	rooftop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
192068	482 Rupert Street, Orlino, ON L3V 4E3	482 Rupert Street, Orlino, ON L3V 4E3	RES1	rooftop	9.14	01-Jul-16	advance monthly	\$30	260.10	0.50%
192111	31 Monique Court, Markham, ON L3S 4S5	31 Monique Court, Markham, ON L3S 4S5	RES1	rooftop	9.10	01-Jul-16	advance monthly	\$30	273.90	0.50%
192118	37 Feint Dr. Ajax, ON L1T 0E6	37 Feint Dr. Ajax, ON L1T 0E6	RES1	rooftop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
192120	26 Kruger Rd. Markham, ON L3S 3K1	26 Kruger Rd. Markham, ON L3S 3K1	RES1	rooftop	6.76	01-Jul-16	advance monthly	\$30	202.80	0.50%
192122	39 Stanley Lane, Markham, ON L3S 4E3	39 Stanley Lane, Markham, ON L3S 4E3	RES1	rooftop	7.91	01-Mar-16	advance monthly	\$30	202.80	0.50%
192139	22 Kemp Drive, Dundas, ON L9H 2M9	22 Kemp Drive, Dundas, ON L9H 2M9	RES1	rooftop	7.40	01-Jul-16	advance monthly	\$30	221.85	0.50%
192234	64 Conley Street, Thornhill, ON L4J 2V5	64 Conley Street, Thornhill, ON L4J 2V5	RES1	rooftop	9.36	01-Jul-16	advance monthly	\$30	280.80	0.50%
192253	286 Highland Ave. Markham, ON L3S 4J3	286 Highland Ave. Markham, ON L3S 4J3	RES1	rooftop	9.69	01-Jul-16	advance monthly	\$30	284.55	0.50%
192274	60 Duden Oaks Dr. Brampton, ON L6R 3R8	60 Duden Oaks Dr. Brampton, ON L6R 3R8	RES1	rooftop	7.11	01-Apr-16	advance monthly	\$30	213.15	0.50%
192310	19 Jean Anderson Crescent, Guelph, ON N1G 5A6	19 Jean Anderson Crescent, Guelph, ON N1G 5A6	RES1	rooftop	9.10	01-Apr-16	advance monthly	\$30	273.00	0.50%
192315	126 Owen Ave. Ancaster, ON L9G 0G2	126 Owen Ave. Ancaster, ON L9G 0G2	RES1	rooftop	7.28	01-Apr-16	advance monthly	\$30	229.50	0.50%
192336	75 Oak Lea Circle, Markham, ON L3P 3M3	75 Oak Lea Circle, Markham, ON L3P 3M3	RES1	rooftop	9.88	01-Sep-16	advance monthly	\$30	296.40	0.50%
192338	3 William Henry Cres. Markham, ON L3S 2K2	3 William Henry Cres. Markham, ON L3S 2K2	RES1	rooftop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
192348	38 Compton Dr. Barrie, ON L4M 0N1	38 Compton Dr. Barrie, ON L4M 0N1	RES1	rooftop	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
192360	340 Acourt Place, Cornwall, ON N6R 1S9	340 Acourt Place, Cornwall, ON N6R 1S9	RES1	rooftop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
192425	41 Lawton Cir. Markham, ON L3S 2N8	41 Lawton Cir. Markham, ON L3S 2N8	RES1	rooftop	9.10	01-Mar-16	advance monthly	\$30	273.00	0.50%
192481	443 Angling Road, Waterford, ON N0J 1Y0	443 Angling Road, Waterford, ON N0J 1Y0	RES1	rooftop	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
192499	6 Bettina Avenue, Hamilton, ON L8K 1M5	6 Bettina Avenue, Hamilton, ON L8K 1M5	RES1	rooftop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
192581	8 Sentry Circle, Niagara-On-The-Lake, ON L0S 1J0	8 Sentry Circle, Niagara-On-The-Lake, ON L0S 1J0	RES1	rooftop	9.10	01-Apr-16	advance monthly	\$30	273.00	0.50%
192603	122 Intryk Trail, Brampton, ON L6K 0W8	122 Intryk Trail, Brampton, ON L6K 0W8	RES1	rooftop	8.62	01-Jun-16	advance monthly	\$30	288.60	0.50%
192652	212 Lashbridge St. Bolton, ON L7T 2A3	212 Lashbridge St. Bolton, ON L7T 2A3	RES1	rooftop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
192654	88 Lawren Harris Crescent, Bolton, ON L7E 2W8	88 Lawren Harris Crescent, Bolton, ON L7E 2W8	RES1	rooftop	8.16	01-Aug-16	advance monthly	\$30	244.80	0.50%
192661	38315 Safford Road, Safford, ON N0J 1W0	38315 Safford Road, Safford, ON N0J 1W0	RES1	rooftop	8.42	01-Sep-16	advance monthly	\$30	252.45	0.50%
192665	7039 Douglas Cres. Niagara Falls, ON L2G 3C3	7039 Douglas Cres. Niagara Falls, ON L2G 3C3	RES1	rooftop	9.69	01-Jun-16	advance monthly	\$30	290.70	0.50%
192688	117 Castle Oaks Crossing, Brampton, ON L6P 2V3	117 Castle Oaks Crossing, Brampton, ON L6P 2V3	RES1	rooftop	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
192749	30 Redwillow Road, Brampton, ON L6P 2A3	30 Redwillow Road, Brampton, ON L6P 2A3	RES1	rooftop	8.84	01-Apr-16	advance monthly	\$30	265.20	0.50%
192776	85 Down Hill Trail, Thornhill, ON L3T 3B4	85 Down Hill Trail, Thornhill, ON L3T 3B4	RES1	rooftop	9.10	01-Apr-16	advance monthly	\$30	273.00	0.50%
192803	44 Hesp Dr. Bolton, ON L7E 2C4	44 Hesp Dr. Bolton, ON L7E 2C4	RES1	rooftop	8.16	01-Apr-16	advance monthly	\$30	244.80	0.50%
192821	30 Paper Birch Drive, Markham, ON L6B 0T5	30 Paper Birch Drive, Markham, ON L6B 0T5	RES1	rooftop	8.93	01-Apr-16	advance monthly	\$30	267.75	0.50%
192922	566 Fagan Avenue, Peterborough, ON K9J 411	566 Fagan Avenue, Peterborough, ON K9J 411	RES1	rooftop	9.88	01-Aug-16	advance monthly	\$30	296.40	0.50%
192931	41 Chancel Way, Brampton, ON L6P 1S9	41 Chancel Way, Brampton, ON L6P 1S9	RES1	rooftop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
192935	68 Charles Brown Rd. Markham, ON L3S 4V3	68 Charles Brown Rd. Markham, ON L3S 4V3	RES1	rooftop	9.69	01-Jul-16	advance monthly	\$30	290.70	0.50%
192937	79 Coppard Avenue, Markham, ON L3S 2B3	79 Coppard Avenue, Markham, ON L3S 2B3	RES1	rooftop	7.65	01-Jul-16	advance monthly	\$30	229.50	0.50%
192941	92 Creditstone Rd. Brampton, ON L6Y 4E9	92 Creditstone Rd. Brampton, ON L6Y 4E9	RES1	rooftop	9.36	01-Jul-16	advance monthly	\$30	280.80	0.50%
192947	51 Hesp Dr. Bolton, ON L7E 2A2	51 Hesp Dr. Bolton, ON L7E 2A2	RES1	rooftop	7.44	01-Jul-16	advance monthly	\$30	224.20	0.50%
192970	144 King St West, Bolton, ON L7E 1A2	144 King St West, Bolton, ON L7E 1A2	RES1	rooftop	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
192975	211 Blackburn Dr. Brampton, ON N1T 0A5	211 Blackburn Dr. Brampton, ON N1T 0A5	RES1	rooftop	9.10	01-Jul-16	advance monthly	\$30	273.00	0.50%
193007	88 Walter Avenue, Newmarket, ON L3Y 2T6	88 Walter Avenue, Newmarket, ON L3Y 2T6	RES1	rooftop	9.44	01-Jul-16	advance monthly	\$30	281.05	0.50%
193057	9 Brinkley Dr. Brampton, ON L7A 1B8	9 Brinkley Dr. Brampton, ON L7A 1B8	RES1	rooftop	8.58	01-Mar-16	advance monthly	\$30	257.40	0.50%
193066	42 Bambo Trail, Caledon, ON L7E 2G3	42 Bambo Trail, Caledon, ON L7E 2G3	RES1	rooftop	8.16	01-Jun-16	advance monthly	\$30	244.80	0.50%
193074	47 Edgewood Cres. Markham, ON L6C 3K7	47 Edgewood Cres. Markham, ON L6C 3K7	RES1	rooftop	9.44	01-Jul-16	advance monthly	\$30	284.55	0.50%
193124	664 Lansdowne Drive, Oshawa, ON L1G 1W4	664 Lansdowne Drive, Oshawa, ON L1G 1W4	RES1	rooftop	8.93	01-Aug-16	advance monthly	\$30	267.75	0.50%
193275	80 Muller Drive, Vaughan, ON L4G 1V1	80 Muller Drive, Vaughan, ON L4G 1V1	RES1	rooftop	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
193349	349 Carlier Drive, Woodstock, ON N4S 8C8	349 Carlier Drive, Woodstock, ON N4S 8C8	RES1	rooftop	5.36	01-Mar-16	advance monthly	\$30	166.65	0.50%
193350	702 Southview Way, Woodstock, ON N4V 1H5	702 Southview Way, Woodstock, ON N4V 1H5	RES1	rooftop	9.14	01-Jul-16	advance monthly	\$30	284.55	0.50%
193376	230 Lockwood Rd. Brampton, ON L6Y 4Y4	230 Lockwood Rd. Brampton, ON L6Y 4Y4	RES1	rooftop	9.95	01-Apr-16	advance monthly			

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (W/Wp)	Commencement Date	Payment Term	Annual Management Services Fee (\$/W/Wp)	Total Management Services Fee (\$/Year)	Escalation Rate
195382	9 Fisher Drive, Everett, ON L0M 1J0	9 Fisher Drive, Everett, ON L0M 1J0	RESE	RoofTop	5.75	30-Jan-16	advance monthly	\$30	172.50	0.50%
195383	1351 President Cr., St. Catharines, ON L8R 6P9	1351 President Cr., St. Catharines, ON L8R 6P9	RESE	RoofTop	9.50	01-Mar-16	advance monthly	\$30	285.00	0.50%
195384	55 Kewlands, ON L2E 4T1	55 Kewlands, ON L2E 4T1	RESE	RoofTop	6.63	01-Jan-16	advance monthly	\$30	198.90	0.50%
195385	206 Miller St., Cavan, ON L0A 1J0	206 Miller St., Cavan, ON L0A 1J0	RESE	RoofTop	6.12	30-Jan-16	advance monthly	\$30	181.60	0.50%
195404	126 Lundy Lane, Newmarket, ON L3Y 3S1	126 Lundy Lane, Newmarket, ON L3Y 3S1	RESE	RoofTop	6.89	01-Jul-16	advance monthly	\$30	206.55	0.50%
195453	222 Simmonds Blvd., Brampton, ON L6Y 3Y3	222 Simmonds Blvd., Brampton, ON L6Y 3Y3	RESE	RoofTop	7.54	23-Jul-16	advance monthly	\$30	229.20	0.50%
195459	5 Toba Cres., Brampton, ON L6Z 4B6	5 Toba Cres., Brampton, ON L6Z 4B6	RESE	RoofTop	8.58	01-Aug-16	advance monthly	\$30	257.40	0.50%
195464	36 Cochrane Ave., Brampton, ON L6Z 4H3	36 Cochrane Ave., Brampton, ON L6Z 4H3	RESE	RoofTop	9.36	01-Jul-16	advance monthly	\$30	280.80	0.50%
195493	20 Canella Drive, Richmond Hill, ON L4B 4H5	20 Canella Drive, Richmond Hill, ON L4B 4H5	RESE	RoofTop	9.69	01-Jul-16	advance monthly	\$30	290.70	0.50%
195495	165 Colombia Road, Barrie, ON L4N 8E2	165 Colombia Road, Barrie, ON L4N 8E2	RESE	RoofTop	7.54	01-Jul-16	advance monthly	\$30	226.20	0.50%
195545	673 Balmoral Drive, Brampton, ON L6T 1W8	673 Balmoral Drive, Brampton, ON L6T 1W8	RESE	RoofTop	6.89	01-Jul-16	advance monthly	\$30	206.55	0.50%
195595	2925 Cartwright Crescent, Mississauga, ON L5M 5W2	2925 Cartwright Crescent, Mississauga, ON L5M 5W2	RESE	RoofTop	9.62	01-Sep-16	advance monthly	\$30	288.60	0.50%
195598	75 Milburn Dr., Bowmanville, ON L1C 5J7	75 Milburn Dr., Bowmanville, ON L1C 5J7	RESE	RoofTop	5.36	01-Jul-16	advance monthly	\$30	160.65	0.50%
195602	82 Tobemorny Cres., Brampton, ON L6V 4T5	82 Tobemorny Cres., Brampton, ON L6V 4T5	RESE	RoofTop	9.10	30-Apr-16	advance monthly	\$30	273.00	0.50%
195606	33 Wellpings Dr., Brampton, ON L6V 4T2	33 Wellpings Dr., Brampton, ON L6V 4T2	RESE	RoofTop	5.61	01-Jul-16	advance monthly	\$30	168.30	0.50%
195613	38 Winterfield Dr., Brampton, ON L6V 3T2	38 Winterfield Dr., Brampton, ON L6V 3T2	RESE	RoofTop	9.62	01-Apr-16	advance monthly	\$30	281.60	0.50%
195622	41 Remington St., Bowmanville, ON L1C 5R1	41 Remington St., Bowmanville, ON L1C 5R1	RESE	RoofTop	9.88	01-Oct-16	advance monthly	\$30	296.40	0.50%
195636	16 Kesteven Crescent, Brampton, ON L6W 4E1	16 Kesteven Crescent, Brampton, ON L6W 4E1	RESE	RoofTop	9.10	01-Mar-16	advance monthly	\$30	273.00	0.50%
195641	61 Little Avenue, Clarington, ON L1C 1B8	61 Little Avenue, Clarington, ON L1C 1B8	RESE	RoofTop	8.93	01-Aug-16	advance monthly	\$30	267.75	0.50%
195646	24 Riverglaze Cres., Brampton, ON L6P 2N3	24 Riverglaze Cres., Brampton, ON L6P 2N3	RESE	RoofTop	5.61	01-Jul-16	advance monthly	\$30	168.30	0.50%
195670	4850 Whiteleaf Crescent, Windsor, ON N9G 3E2	4850 Whiteleaf Crescent, Windsor, ON N9G 3E2	RESE	RoofTop	8.84	01-Jul-16	advance monthly	\$30	265.20	0.50%
195910	17 Keenan Drive, Loretto, ON L0S 1J0	17 Keenan Drive, Loretto, ON L0S 1J0	RESE	RoofTop	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
195932	21 Bosco Dr., Woodbridge, ON L4H 0J9	21 Bosco Dr., Woodbridge, ON L4H 0J9	RESE	RoofTop	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
195961	94 West Side Dr., Bowmanville, ON L1C 4Y9	94 West Side Dr., Bowmanville, ON L1C 4Y9	RESE	RoofTop	6.63	01-Jul-16	advance monthly	\$30	198.90	0.50%
195964	195 Robinson St., Stouffville, ON L4A 0V6	195 Robinson St., Stouffville, ON L4A 0V6	RESE	RoofTop	9.95	01-Sep-16	advance monthly	\$30	298.35	0.50%
195967	20 Jacksonville Dr., Brampton, ON L6R 2Z2	20 Jacksonville Dr., Brampton, ON L6R 2Z2	RESE	RoofTop	8.84	01-Jul-16	advance monthly	\$30	281.60	0.50%
195968	1195 Fox Grove Place, Hamilton, ON L9M 2N1	1195 Fox Grove Place, Hamilton, ON L9M 2N1	RESE	RoofTop	8.58	01-Apr-16	advance monthly	\$30	257.40	0.50%
195976	56 Glenora St., Hamilton, ON L8C 7J3	56 Glenora St., Hamilton, ON L8C 7J3	RESE	RoofTop	9.18	01-Mar-16	advance monthly	\$30	275.40	0.50%
195987	39 Adair Drive, Woodbridge, ON L4H 0T5	39 Adair Drive, Woodbridge, ON L4H 0T5	RESE	RoofTop	9.40	01-Jul-16	advance monthly	\$30	271.85	0.50%
195991	21 Millstone Dr., Brampton, ON L6Y 4G2	21 Millstone Dr., Brampton, ON L6Y 4G2	RESE	RoofTop	6.38	01-Mar-16	advance monthly	\$30	191.25	0.50%
195998	123 Hazeltown Ave., Hamilton, ON L8B 0E9	123 Hazeltown Ave., Hamilton, ON L8B 0E9	RESE	RoofTop	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
196008	12 Stringray Court, Brampton, ON L6V 4B1	12 Stringray Court, Brampton, ON L6V 4B1	RESE	RoofTop	7.54	01-Aug-16	advance monthly	\$30	226.20	0.50%
196015	13 Gault Tree St., Brantford, ON L6R 1T8	13 Gault Tree St., Brantford, ON L6R 1T8	RESE	RoofTop	9.18	01-Jul-16	advance monthly	\$30	273.40	0.50%
196020	54 Allison Street, Bowmanville, ON L1C 0C4	54 Allison Street, Bowmanville, ON L1C 0C4	RESE	RoofTop	8.32	01-Jul-16	advance monthly	\$30	249.60	0.50%
196022	21 Squarshall Way, Brampton, ON L6R 1X4	21 Squarshall Way, Brampton, ON L6R 1X4	RESE	RoofTop	9.36	01-Jun-16	advance monthly	\$30	280.80	0.50%
196023	21 Amara Blvd., Hamilton, ON L8B 2V3	21 Amara Blvd., Hamilton, ON L8B 2V3	RESE	RoofTop	9.18	01-Jul-16	advance monthly	\$30	281.60	0.50%
196024	59 Sundown Dr., Hamilton, ON L8B 1W4	59 Sundown Dr., Hamilton, ON L8B 1W4	RESE	RoofTop	9.10	01-Mar-16	advance monthly	\$30	273.00	0.50%
196026	16 Blackmore Cr., Brampton, ON L6W 4B3	16 Blackmore Cr., Brampton, ON L6W 4B3	RESE	RoofTop	7.54	01-Jul-16	advance monthly	\$30	226.20	0.50%
196027	58 Joshua Cr., Brampton, ON L6S 1B4	58 Joshua Cr., Brampton, ON L6S 1B4	RESE	RoofTop	9.69	01-Jul-16	advance monthly	\$30	290.70	0.50%
196034	56 Willow Park Dr., Brampton, ON L6R 2N2	56 Willow Park Dr., Brampton, ON L6R 2N2	RESE	RoofTop	5.98	01-Sep-16	advance monthly	\$30	179.40	0.50%
196035	23 Summerberry Way, Hamilton, ON L8B 0G2	23 Summerberry Way, Hamilton, ON L8B 0G2	RESE	RoofTop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
196037	3 Glacie Dr., Hamilton, ON L8B 2M5	3 Glacie Dr., Hamilton, ON L8B 2M5	RESE	RoofTop	8.67	01-Jul-16	advance monthly	\$30	260.10	0.50%
196040	78 Philomena Dr., Hamilton, ON L8B 2G2	78 Philomena Dr., Hamilton, ON L8B 2G2	RESE	RoofTop	9.25	01-Jan-16	advance monthly	\$30	269.25	0.50%
196041	23 Glacie Dr., Hamilton, ON L8B 2M5	23 Glacie Dr., Hamilton, ON L8B 2M5	RESE	RoofTop	9.36	01-Apr-16	advance monthly	\$30	280.80	0.50%
196046	43 Creditstone Rd., Brampton, ON L6V 3C3	43 Creditstone Rd., Brampton, ON L6V 3C3	RESE	RoofTop	9.10	01-Jul-16	advance monthly	\$30	273.00	0.50%
196056	27 Duquet Court, Brampton, ON L6V 3B6	27 Duquet Court, Brampton, ON L6V 3B6	RESE	RoofTop	9.10	01-Sep-16	advance monthly	\$30	271.00	0.50%
196059	19 Hillier St., Clarington, ON L1C 3S5	19 Hillier St., Clarington, ON L1C 3S5	RESE	RoofTop	9.44	01-Aug-16	advance monthly	\$30	285.05	0.50%
196060	2 Summerberry Way, Hamilton, ON L8B 0G2	2 Summerberry Way, Hamilton, ON L8B 0G2	RESE	RoofTop	9.18	01-Apr-16	advance monthly	\$30	275.40	0.50%
196071	46 Silver Trail, Barrie, ON L4M 3P2	46 Silver Trail, Barrie, ON L4M 3P2	RESE	RoofTop	9.88	01-Sep-16	advance monthly	\$30	290.70	0.50%
196075	51 Huntington Park Drive, Markham, ON L3T 7G6	51 Huntington Park Drive, Markham, ON L3T 7G6	RESE	RoofTop	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
196078	52 Heaverty Trail, Brampton, ON L7A 0S3	52 Heaverty Trail, Brampton, ON L7A 0S3	RESE	RoofTop	9.10	01-Jul-16	advance monthly	\$30	273.00	0.50%
196088	15 Christine Court, Thornhill, ON L4J 3K1	15 Christine Court, Thornhill, ON L4J 3K1	RESE	RoofTop	6.24	01-Apr-16	advance monthly	\$30	187.20	0.50%
196093	95 Heatherdale Pl., Hamilton, ON L8C 1A7	95 Heatherdale Pl., Hamilton, ON L8C 1A7	RESE	RoofTop	9.69	01-Jul-16	advance monthly	\$30	290.70	0.50%
196108	3310 Ruth Ferrel Drive, Mississauga, ON L5M 0H5	3310 Ruth Ferrel Drive, Mississauga, ON L5M 0H5	RESE	RoofTop	8.93	01-Sep-16	advance monthly	\$30	267.75	0.50%
196136	70 Atkins Circle, Brampton, ON L6Y 4B5	70 Atkins Circle, Brampton, ON L6Y 4B5	RESE	RoofTop	8.42	01-Aug-16	advance monthly	\$30	252.45	0.50%
196149	8884 Bloomington Cres., Mississauga, ON L5M 7H4	8884 Bloomington Cres., Mississauga, ON L5M 7H4	RESE	RoofTop	8.58	01-Aug-16	advance monthly	\$30	257.40	0.50%
196155	5840 Terrapark Trail, Mississauga, ON L5M 6S1	5840 Terrapark Trail, Mississauga, ON L5M 6S1	RESE	RoofTop	8.58	01-Aug-16	advance monthly	\$30	257.40	0.50%
196164	24 Donarino Dr., Brampton, ON L6P 1X7	24 Donarino Dr., Brampton, ON L6P 1X7	RESE	RoofTop	9.62	01-Apr-16	advance monthly	\$30	288.60	0.50%
196169	16 Jacksonville Drive, Brampton, ON L6R 2Z2	16 Jacksonville Drive, Brampton, ON L6R 2Z2	RESE	RoofTop	8.84	01-Jul-16	advance monthly	\$30	281.60	0.50%
196226	51 Red Cedar Crescent, Brampton, ON L6R 1A7	51 Red Cedar Crescent, Brampton, ON L6R 1A7	RESE	RoofTop	7.65	01-Jun-16	advance monthly	\$30	229.50	0.50%
196230	23 Hughes Avenue, Welland, ON L3B 1M4	23 Hughes Avenue, Welland, ON L3B 1M4	RESE	RoofTop	9.36	01-Jun-16	advance monthly	\$30	280.80	0.50%
196238	5832 Ranspurg Dr., Mississauga, ON L5M 6X7	5832 Ranspurg Dr., Mississauga, ON L5M 6X7	RESE	RoofTop	8.67	01-Sep-16	advance monthly	\$30	260.10	0.50%
196241	20 Cambria Drive, St. Catharines, ON L2N 0W4	20 Cambria Drive, St. Catharines, ON L2N 0W4	RESE	RoofTop	9.42	01-Jul-16	advance monthly	\$30	281.45	0.50%
196242	10 Bewell Dr., Markham, ON L6B 0M3	10 Bewell Dr., Markham, ON L6B 0M3	RESE	RoofTop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
196263	14 Ann Louise Cres., Markham, ON L3S 0A8	14 Ann Louise Cres., Markham, ON L3S 0A8	RESE	RoofTop	8.93	01-Apr-16	advance monthly	\$30	267.75	0.50%
196269	8872 Bloomington Cres., Mississauga, ON L5M 7H4	8872 Bloomington Cres., Mississauga, ON L5M 7H4	RESE	RoofTop	8.58	01-Aug-16	advance monthly	\$30	257.40	0.50%
196278	65 Knize Lane, Barrie, ON L4M 5Z8	65 Knize Lane, Barrie, ON L4M 5Z8	RESE	RoofTop	7.65	01-Jul-16	advance monthly	\$30	229.50	0.50%
196286	224 Purple Sage Crescent, Kitchener, ON N2E 4G5	224 Purple Sage Crescent, Kitchener, ON N2E 4G5	RESE	RoofTop	9.44	01-Aug-16	advance monthly	\$30	285.05	0.50%
196316	7412 Sandhurst Dr., Mississauga, ON L5M 7G6	7412 Sandhurst Dr., Mississauga, ON L5M 7G6	RESE	RoofTop	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
196330	1373 Inuit Trail, Mississauga, ON L5N 7R5	1373 Inuit Trail, Mississauga, ON L5N 7R5	RESE	RoofTop	8.93	01-Aug-16	advance monthly	\$30	267.75	0.50%
196334	114 Brantley Cres., Brantford, ON N3P 129	114 Brantley Cres., Brantford, ON N3P 129	RESE	RoofTop	9.62	01-Aug-16	advance monthly	\$30	288.60	0.50%
196335	4 Nature Way Crescent, East Gwillimbury, ON L9M 0A6	4 Nature Way Crescent, East Gwillimbury, ON L9M 0A6	RESE	RoofTop	9.62	01-Jun-16	advance monthly	\$30	288.60	0.50%
196337	2027 Tec Dr., Mississauga, ON L5M 0A8	2027 Tec Dr., Mississauga, ON L5M 0A8	RESE	RoofTop	6.24	01-Jul-16	advance monthly	\$30	187.20	0.50%
196341	65 Chupian Ave., Hamilton, ON L5A 2S9	65 Chupian Ave., Hamilton, ON L5A 2S9	RESE	RoofTop	8.06	01-Mar-16	advance monthly	\$30	241.80	0.50%
196343	55 Bridgette Dr., Hamilton, ON L5A 5J7	55 Bridgette Dr., Hamilton, ON L5A 5J7	RESE	RoofTop	9.95	01-Jun-16	advance monthly	\$30	298.35	0.50%
196344	3835 Melrose Cres., Mississauga, ON L5M 2J6	3835 Melrose Cres., Mississauga, ON L5M 2J6	RESE	RoofTop	9.18	01-Apr-16	advance monthly	\$30	273.40	0.50%
196345	795 Ashburn Avenue, Mississauga, ON L5R 3X3	795 Ashburn Avenue, Mississauga, ON L5R 3X3	RESE	RoofTop	7.80	01-Aug-16	advance monthly	\$30	234.00	0.50%
196349	3887 Precourt Rd., Mississauga, ON L5M 8N9	3887 Precourt Rd., Mississauga, ON L5M 8N9	RESE	RoofTop	9.36	01-Aug-16	advance monthly	\$30	280.80	0.50%
196350	11 Amara Blvd., Barrie, ON L4M 3P2	11 Amara Blvd., Barrie, ON L4M 3P2	RESE	RoofTop	9.88	01-Sep-16	advance monthly	\$30	290.70	0.50%
196351	474 Van Kirk Dr., Mississauga, ON L7A 0M5	474 Van Kirk Dr., Mississauga, ON L7A 0M5	RESE	RoofTop	9.18	01-Apr-16	advance monthly	\$30	273.40	0.50%
196361	2311 Pilgrim Square, Oakville, ON L1L 0C2	2311 Pilgrim Square, Oakville, ON L1L 0C2	RESE	RoofTop	7.01	01-Aug-16	advance monthly	\$30	237.15	0.50%
196363	399Ardenite Cres., Brampton, ON L7A 3V7	399Ardenite Cres., Brampton, ON L7A 3V7	RESE	RoofTop	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
196367	112 Twin Crescent, Hamilton, ON L8W 3A7	112 Twin Crescent, Hamilton, ON L8W 3A7	RESE	RoofTop	8.58	01-Jul-16	advance monthly	\$30	257.40	0.50%
196371	35 Cambria Dr., St. Catharines, ON L2N 0W3	35 Cambria Dr., St. Catharines, ON L2N 0W3	RESE	RoofTop	9.95	30-Apr-16	advance monthly	\$30	298.35	0.50%
196382	480 Yorkhill Blvd., Thornhill, ON L4S 8G2	480 Yorkhill Blvd., Thornhill, ON L4S 8G2	RESE	RoofTop	9.18	01-Jul-16	advance monthly	\$30	273.40	0.50%
196390	50 Heaverty Trail, Brampton, ON L7A 0S3	50 Heaverty Trail, Brampton, ON L7A 0S3	RESE	RoofTop	9.62	01-Jul-16	advance monthly	\$30	281.60	0.50%
196392	157 Twin Cres., Hamilton, ON L8W 3A7	157 Twin Cres., Hamilton, ON L8W 3A7	RESE	RoofTop	8.84	01-Jul-16	advance monthly	\$30	265.20	0.50%
196393	230 Blackhawk Cres., Oakville, ON L1L 0C9	230 Blackhawk Cres., Oakville, ON L1L 0C9	RESE	RoofTop	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
196397	190 Landbridge Street, Bolton, ON L7E 2A3	190 Landbridge Street, Bolton, ON L7E 2A3	RESE	RoofTop	8.69	01-Jul-16	advance monthly	\$30	260.70	0.50%
196398	5790 Churchill Meadows Blvd., Mississauga, ON L5M 7H1	5790 Churchill Meadows Blvd., Mississauga, ON L5M 7H1	RESE	RoofTop	8.42	01-Aug-16	advance monthly	\$30	252.45	0.50%
196404	4224 Hazen Cr., Mississauga, ON L5B 3N6	4224 Hazen Cr., Mississauga, ON L5B 3N6	RESE	RoofTop	9.88	01-Aug-16	advance monthly	\$30	296.40	0.50%
196412	824 Remington Court, Mississauga, ON L5V 2P2	824 Remington Court, Mississauga, ON L5V 2P2	RESE	RoofTop	8.58	01-Aug-16	advance monthly	\$30	257.40	0.50%
196413	47 Kola Cres., Markham, ON L3S 3L3	47 Kola Cres., Markham, ON L3S 3L3	RESE	RoofTop	9.42	01-Jul-16	advance monthly	\$30	281.45	0.50%
196414	9 Riverwood Terrace, Bolton, ON L7E 1S2	9 Riverwood Terrace, Bolton, ON L7E 1S2								

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sqWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/sqWp)	Total Management Services Fee (\$/year)	Escalation Rate
179709	6 Leavensden Place, Hamilton, ON L8A 4H2	6 Leavensden Place, Hamilton, ON L8A 4H2	RFS1	roof-top	9.88	30-Apr-16	advance monthly	\$30	296.40	0.50%
179710	62 Winchester Blvd, Hamilton, ON L8T 2M8	62 Winchester Blvd, Hamilton, ON L8T 2M8	RFS1	roof-top	8.16	01-Mar-16	advance monthly	\$30	244.80	0.50%
179718	62 Neopost St, Brampton, ON L6S 4N1	62 Neopost St, Brampton, ON L6S 4N1	RFS1	roof-top	9.88	01-May-16	advance monthly	\$30	296.40	0.50%
179780	1271 Langley Circle, Oshawa, ON L1K 0E3	1271 Langley Circle, Oshawa, ON L1K 0E3	RFS1	roof-top	9.18	01-Sep-16	advance monthly	\$30	275.40	0.50%
179782	138 Mulrands Cres, Brampton, ON L6X 4G3	138 Mulrands Cres, Brampton, ON L6X 4G3	RFS1	roof-top	7.14	30-Apr-16	advance monthly	\$30	216.00	0.50%
179784	364 East 2475 Street, Hamilton, ON L8T 4T1	364 East 2475 Street, Hamilton, ON L8T 4T1	RFS1	roof-top	8.16	01-Apr-16	advance monthly	\$30	244.80	0.50%
179786	1115 Tall Pine Avenue, Oshawa, ON L1K 2X9	1115 Tall Pine Avenue, Oshawa, ON L1K 2X9	RFS1	roof-top	9.62	01-Aug-16	advance monthly	\$30	288.60	0.50%
179787	64 Terrace Woods, Brampton, ON L6Y 2V9	64 Terrace Woods, Brampton, ON L6Y 2V9	RFS1	roof-top	8.67	30-Apr-16	advance monthly	\$30	260.10	0.50%
179793	22 Victoriaville Road, Brampton, ON L6X 5J3	22 Victoriaville Road, Brampton, ON L6X 5J3	RFS1	roof-top	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
179794	72 Atkins Circle, Brampton, ON L6X 4B5	72 Atkins Circle, Brampton, ON L6X 4B5	RFS1	roof-top	7.28	01-Jun-16	advance monthly	\$30	218.40	0.50%
179795	1620 Pennel Drive, Oshawa, ON L1K 0K1	1620 Pennel Drive, Oshawa, ON L1K 0K1	RFS1	roof-top	9.95	01-Oct-16	advance monthly	\$30	298.35	0.50%
179797	6 Beaumont Court, Georgetown, ON L7G 0C7	6 Beaumont Court, Georgetown, ON L7G 0C7	RFS1	roof-top	7.65	01-Jul-16	advance monthly	\$30	225.00	0.50%
179798	1344 Langley Circle, Oshawa, ON L1K 0E2	1344 Langley Circle, Oshawa, ON L1K 0E2	RFS1	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
179710	44 Agricola Road, Brampton, ON L7A 0V6	44 Agricola Road, Brampton, ON L7A 0V6	RFS1	roof-top	8.32	01-Jun-16	advance monthly	\$30	249.60	0.50%
179715	166 Ridge Street, Hamilton, ON L8A 2P5	166 Ridge Street, Hamilton, ON L8A 2P5	RFS1	roof-top	8.84	01-Jun-16	advance monthly	\$30	265.20	0.50%
179723	25 Marion Crescent, Dundas, ON L9H 3H9	25 Marion Crescent, Dundas, ON L9H 3H9	RFS1	roof-top	7.80	01-Jul-16	advance monthly	\$30	234.00	0.50%
179724	28 Neus Rd, Brampton, ON L6Y 5N6	28 Neus Rd, Brampton, ON L6Y 5N6	RFS1	roof-top	9.69	01-Jul-16	advance monthly	\$30	290.70	0.50%
179725	119 Victor Boulevard, Hamilton, ON L8A 2V3	119 Victor Boulevard, Hamilton, ON L8A 2V3	RFS1	roof-top	8.58	01-Mar-16	advance monthly	\$30	252.40	0.50%
179739	10 Terrace Dr., Markham, ON L8B 0A2	10 Terrace Dr., Markham, ON L8B 0A2	RFS1	roof-top	9.88	01-Jun-16	advance monthly	\$30	296.40	0.50%
179746	36 Pearson Road, Brampton, ON L6Y 2N1	36 Pearson Road, Brampton, ON L6Y 2N1	RFS1	roof-top	8.06	01-Jul-16	advance monthly	\$30	241.80	0.50%
179750	74 Lacewood Cres, Brampton, ON L6S 3K4	74 Lacewood Cres, Brampton, ON L6S 3K4	RFS1	roof-top	6.63	01-Jul-16	advance monthly	\$30	198.90	0.50%
179758	11 Conston Ave, Brampton, ON L6X 2H3	11 Conston Ave, Brampton, ON L6X 2H3	RFS1	roof-top	8.93	01-Jul-16	advance monthly	\$30	267.75	0.50%
179760	47 Deussel Sand Drive, Brampton, ON L6R 1V5	47 Deussel Sand Drive, Brampton, ON L6R 1V5	RFS1	roof-top	6.24	01-Aug-16	advance monthly	\$30	187.20	0.50%
179761	33 Brookview Rd, Brampton, ON L6X 2A8	33 Brookview Rd, Brampton, ON L6X 2A8	RFS1	roof-top	9.10	01-Jun-16	advance monthly	\$30	273.00	0.50%
179764	48 Addison Crescent, Brampton, ON L6T 2B3	48 Addison Crescent, Brampton, ON L6T 2B3	RFS1	roof-top	9.95	01-Apr-16	advance monthly	\$30	296.35	0.50%
179766	11 River Court Avenue, Markham, ON L6B 0W5	11 River Court Avenue, Markham, ON L6B 0W5	RFS1	roof-top	9.93	01-Apr-16	advance monthly	\$30	296.75	0.50%
179769	50 Queen Mary Dr, Brampton, ON L7A 1Y1	50 Queen Mary Dr, Brampton, ON L7A 1Y1	RFS1	roof-top	7.40	01-Jun-16	advance monthly	\$30	221.85	0.50%
179727	327 East 147th St, Hamilton, ON L8A 4C1	327 East 147th St, Hamilton, ON L8A 4C1	RFS1	roof-top	9.36	01-Apr-16	advance monthly	\$30	280.80	0.50%
179728	21 Highbrook Street, Kitchener, ON N2G 3N9	21 Highbrook Street, Kitchener, ON N2G 3N9	RFS1	roof-top	9.44	01-Jul-16	advance monthly	\$30	284.30	0.50%
179748	54 Bula Dr St Catharines, ON L2N 6R6, Canada6R6	54 Bula Dr St Catharines, ON L2N 6R6, Canada6R6	RFS1	roof-top	6.38	01-Jul-16	advance monthly	\$30	191.25	0.50%
179752	144 Dunsmuir Drive, Kitchener, ON N2E 1V7	144 Dunsmuir Drive, Kitchener, ON N2E 1V7	RFS1	roof-top	9.95	01-Jun-16	advance monthly	\$30	298.35	0.50%
179759	294 Dundas Rd W., Barrie, ON L4N 7C9	294 Dundas Rd W., Barrie, ON L4N 7C9	RFS1	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
179761	15 Kingswood Drive, Kitchener, ON N2L 1A8	15 Kingswood Drive, Kitchener, ON N2L 1A8	RFS1	roof-top	9.44	01-Jul-16	advance monthly	\$30	283.05	0.50%
190787	901 Copper Leaf Crescent, Kitchener, ON N2E 3W1	901 Copper Leaf Crescent, Kitchener, ON N2E 3W1	RFS1	roof-top	8.58	01-Apr-16	advance monthly	\$30	257.40	0.50%
190789	357 Emms Drive, Barrie, ON L4N 8J4	357 Emms Drive, Barrie, ON L4N 8J4	RFS1	roof-top	9.36	01-Aug-16	advance monthly	\$30	280.80	0.50%
190794	1 Apple Blossom Crescent, Georgetown, ON L7G 6L4	1 Apple Blossom Crescent, Georgetown, ON L7G 6L4	RFS1	roof-top	9.55	01-Sep-16	advance monthly	\$30	290.15	0.50%
190790	4 Timberwolf Road, Brampton, ON L6P 2B4	4 Timberwolf Road, Brampton, ON L6P 2B4	RFS1	roof-top	9.36	01-Jun-16	advance monthly	\$30	280.80	0.50%
190729	4 Bayler Crescent, Georgetown, ON L7G 3A6	4 Bayler Crescent, Georgetown, ON L7G 3A6	RFS1	roof-top	8.67	01-Jul-16	advance monthly	\$30	260.10	0.50%
190737	61 Harter Avenue, Kitchener, ON N2C 121	61 Harter Avenue, Kitchener, ON N2C 121	RFS1	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
190740	57 Harter Avenue, Kitchener, ON N2C 121	57 Harter Avenue, Kitchener, ON N2C 121	RFS1	roof-top	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
190741	69 Naumth Street, Brampton, ON L6S 4Z6	69 Naumth Street, Brampton, ON L6S 4Z6	RFS1	roof-top	9.62	01-Jul-16	advance monthly	\$30	288.60	0.50%
190780	1167 Meath Drive, Oshawa, ON L1K 0G3	1167 Meath Drive, Oshawa, ON L1K 0G3	RFS1	roof-top	7.93	01-Aug-16	advance monthly	\$30	231.15	0.50%
190786	22 Keesling Drive, Kitchener, ON N2E 2P3	22 Keesling Drive, Kitchener, ON N2E 2P3	RFS1	roof-top	9.69	01-Sep-16	advance monthly	\$30	290.70	0.50%
190793	7 Arnhem Court, Watford, ON L0R 2H5	7 Arnhem Court, Watford, ON L0R 2H5	RFS1	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
190796	56 Harmerworth Cres, Watford, ON L0R 2H6	56 Harmerworth Cres, Watford, ON L0R 2H6	RFS1	roof-top	7.40	01-Oct-16	advance monthly	\$30	221.85	0.50%
190711	1 Lower Canada Crescent, Kitchener, ON N2G 1E9	1 Lower Canada Crescent, Kitchener, ON N2G 1E9	RFS1	roof-top	9.62	01-Jul-16	advance monthly	\$30	288.60	0.50%
190715	55 Randall Ave, Markham, ON L3S 1H5	55 Randall Ave, Markham, ON L3S 1H5	RFS1	roof-top	9.69	01-Jul-16	advance monthly	\$30	290.70	0.50%
190718	42 Nuffield Street, Brampton, ON L6S 5Z2	42 Nuffield Street, Brampton, ON L6S 5Z2	RFS1	roof-top	9.88	01-Aug-16	advance monthly	\$30	296.40	0.50%
190719	100 Birchwood Lake Dr, Brampton, ON L6E 4M1	100 Birchwood Lake Dr, Brampton, ON L6E 4M1	RFS1	roof-top	9.84	01-Jul-16	advance monthly	\$30	296.20	0.50%
190721	93 Chudleigh St, Hamilton, ON L0R 2H6	93 Chudleigh St, Hamilton, ON L0R 2H6	RFS1	roof-top	8.16	01-Aug-16	advance monthly	\$30	248.80	0.50%
190724	93 Sandish Street, Halton Hills, ON L7G 5W3	93 Sandish Street, Halton Hills, ON L7G 5W3	RFS1	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
190725	184 Copper Leaf Street, Kitchener, ON N2L 3W1	184 Copper Leaf Street, Kitchener, ON N2L 3W1	RFS1	roof-top	6.12	30-Apr-16	advance monthly	\$30	183.60	0.50%
190727	2 Toward Court, Newmarket, ON L9M 1M0	2 Toward Court, Newmarket, ON L9M 1M0	RFS1	roof-top	7.18	01-Jul-16	advance monthly	\$30	222.40	0.50%
190730	166 Galbraith Crescent, Markham, ON L3S 1H3	166 Galbraith Crescent, Markham, ON L3S 1H3	RFS1	roof-top	7.14	01-Jul-16	advance monthly	\$30	214.20	0.50%
190733	242 Fifth Avenue, Kitchener, ON N2C 1P7	242 Fifth Avenue, Kitchener, ON N2C 1P7	RFS1	roof-top	9.62	01-Apr-16	advance monthly	\$30	288.60	0.50%
190735	48 Callender Crescent, Alliston, ON L9B 0M4	48 Callender Crescent, Alliston, ON L9B 0M4	RFS1	roof-top	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
190739	14 Porcupine Crescent, Brampton, ON L6R 3P3	14 Porcupine Crescent, Brampton, ON L6R 3P3	RFS1	roof-top	9.88	01-Apr-16	advance monthly	\$30	296.40	0.50%
190743	29 Pennsylvania Avenue, Brampton, ON L4N 4N8	29 Pennsylvania Avenue, Brampton, ON L4N 4N8	RFS1	roof-top	9.36	01-Jun-16	advance monthly	\$30	280.80	0.50%
190748	176 Krius Avenue, Kitchener, ON N2G 1A4	176 Krius Avenue, Kitchener, ON N2G 1A4	RFS1	roof-top	9.84	01-Jul-16	advance monthly	\$30	296.05	0.50%
190749	4 Pennsylvania Avenue, Brampton, ON L6Y 4N7	4 Pennsylvania Avenue, Brampton, ON L6Y 4N7	RFS1	roof-top	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
190742	81 Dyer Court, Cambridge, ON N3C 4B9	81 Dyer Court, Cambridge, ON N3C 4B9	RFS1	roof-top	9.69	01-Sep-16	advance monthly	\$30	290.70	0.50%
190743	74 Ryburn Avenue, Kitchener, ON N2C 2B2	74 Ryburn Avenue, Kitchener, ON N2C 2B2	RFS1	roof-top	8.32	01-Aug-16	advance monthly	\$30	249.60	0.50%
190745	11 Arla Lane, Brampton, ON L6S 5L6	11 Arla Lane, Brampton, ON L6S 5L6	RFS1	roof-top	9.32	01-Jul-16	advance monthly	\$30	249.60	0.50%
190749	10 Benmore Crescent, Brampton, ON L6Y 2S8	10 Benmore Crescent, Brampton, ON L6Y 2S8	RFS1	roof-top	9.36	01-Aug-16	advance monthly	\$30	280.80	0.50%
190748	35 Hood Crescent, Brampton, ON L6Y 4S7	35 Hood Crescent, Brampton, ON L6Y 4S7	RFS1	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
190749	80 Indiana Parkway Street, Kitchener, ON N2E 4L5	80 Indiana Parkway Street, Kitchener, ON N2E 4L5	RFS1	roof-top	9.84	01-Jul-16	advance monthly	\$30	296.20	0.50%
190750	79 Pathmaster Road, Brampton, ON L6P 2G8	79 Pathmaster Road, Brampton, ON L6P 2G8	RFS1	roof-top	9.32	01-Jun-16	advance monthly	\$30	249.60	0.50%
190753	18 Normal Cres, Brampton, ON L6Y 5N5	18 Normal Cres, Brampton, ON L6Y 5N5	RFS1	roof-top	8.16	01-Jun-16	advance monthly	\$30	244.80	0.50%
190759	14 Pinewood Drive, Kitchener, ON N2G 2G6	14 Pinewood Drive, Kitchener, ON N2G 2G6	RFS1	roof-top	9.84	01-Apr-16	advance monthly	\$30	296.05	0.50%
190758	294 Concession 5 Road, Fisherville, ON N0A 1G0	294 Concession 5 Road, Fisherville, ON N0A 1G0	RFS1	roof-top	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
190745	126 Inwood Crescent, Kitchener, ON N2E 4G7	126 Inwood Crescent, Kitchener, ON N2E 4G7	RFS1	roof-top	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
190752	219 Old Country Place, Kitchener, ON N2E 3A2	219 Old Country Place, Kitchener, ON N2E 3A2	RFS1	roof-top	9.69	01-Jul-16	advance monthly	\$30	290.70	0.50%
190753	94 Sweet William Street, Kitchener, ON N2E 4G5	94 Sweet William Street, Kitchener, ON N2E 4G5	RFS1	roof-top	9.62	01-Sep-16	advance monthly	\$30	291.15	0.50%
190754	488 Woodbine Avenue, Kitchener, ON N2R 0A6	488 Woodbine Avenue, Kitchener, ON N2R 0A6	RFS1	roof-top	6.89	01-Jul-16	advance monthly	\$30	206.55	0.50%
190755	402 Woodbine Avenue, Kitchener, ON N2R 0A9	402 Woodbine Avenue, Kitchener, ON N2R 0A9	RFS1	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
190756	322 Windermere Way, Kitchener, ON N2L 2P3	322 Windermere Way, Kitchener, ON N2L 2P3	RFS1	roof-top	9.84	01-Jul-16	advance monthly	\$30	296.05	0.50%
190757	3973 Mayla Drive, Mississauga, ON L5M 7Y9	3973 Mayla Drive, Mississauga, ON L5M 7Y9	RFS1	roof-top	6.12	01-Aug-16	advance monthly	\$30	183.60	0.50%
190758	601 Bluerose Crescent, Waterloo, ON N2C 4K5	601 Bluerose Crescent, Waterloo, ON N2C 4K5	RFS1	roof-top	7.65	01-Jul-16	advance monthly	\$30	229.50	0.50%
190760	1961 Burdette Terrace, Mississauga, ON L5M 7Z1	1961 Burdette Terrace, Mississauga, ON L5M 7Z1	RFS1	roof-top	9.84	01-Jul-16	advance monthly	\$30	296.05	0.50%
190761	101 Stee Dog Road, Brampton, ON L6R 0J5	101 Stee Dog Road, Brampton, ON L6R 0J5	RFS1	roof-top	9.95	01-Oct-16	advance monthly	\$30	298.35	0.50%
190769	43 Nellis St., St. Catharines, ON L2N 1G5	43 Nellis St., St. Catharines, ON L2N 1G5	RFS1	roof-top	9.95	01-Apr-16	advance monthly	\$30	298.35	0.50%
190762	611 Britannia Crescent, Kitchener, ON N2R 0B1	611 Britannia Crescent, Kitchener, ON N2R 0B1	RFS1	roof-top	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
190768	6 Beechwood Drive, St. Catharines, ON L2M 4M2	6 Beechwood Drive, St. Catharines, ON L2M 4M2	RFS1	roof-top	7.18	01-Jul-16	advance monthly	\$30	222.40	0.50%
190769	615 Britannia Crescent, Kitchener, ON N2R 0A6	615 Britannia Crescent, Kitchener, ON N2R 0A6	RFS1	roof-top	7.65	01-Aug-16	advance monthly	\$30	225.45	0.50%
190761	41 Arctic Wolf Road, Brampton, ON L6R 3J3	41 Arctic Wolf Road, Brampton, ON L6R 3J3	RFS1	roof-top	8.42	01-Jul-16	advance monthly	\$30	252.45	0.50%
190766	4 Burnhamstead Cres, Brampton, ON L6R 0L3	4 Burnhamstead Cres, Brampton, ON L6R 0L3	RFS1	roof-top	9.84	01-Jul-16	advance monthly	\$30	288.60	0.50%
190762	254 Seabrook Drive, Kitchener, ON N2R 0G1	254 Seabrook Drive, Kitchener, ON N2R 0G1	RFS1	roof-top	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
190769	285 Maple Avenue, LaSalle, ON N9J 2N9	285 Maple Avenue, LaSalle, ON N9J 2N9	RFS1	roof-top	9.95	01-Aug-16	advance monthly	\$30	298.35	0.50%
190779	3868 Standish Drive, Mississauga, ON L5M 7Z9	3868 Standish Drive, Mississauga, ON L5M 7Z9	RFS1	roof-top	9.84	01-Jul-16	advance monthly	\$30	296.05	0.50%
190786	50 Bedford Park Ave, Richmond Hill, ON L4C 2N8	50 Bedford Park Ave, Richmond Hill, ON L4C 2N8	RFS1	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
190793	6107 Silken Laumann Way, Mississauga, ON L5V 1A1	6107 Silken Laumann Way, Mississauga, ON L5V 1A1	RFS1	roof-top	7.65	01-Jul-16	advance monthly	\$30	229.50	0.50%
190795	3948 Mission Hill Drive, Mississauga, ON L5M 0C1	3948 Mission Hill Drive, Mississauga, ON L5M 0C1	RFS1	roof-top	9.95	01-Jul-16	advance monthly	\$30	298.35	0.50%
190798	7 Amethyst Drive, Richmond Hill, ON L4S 2J9	7 Amethyst Drive, Richmond Hill, ON L4S 2J9	RFS1	roof-top	9.88	01-Jul-16	advance monthly	\$30	296.40	0.50%
190705	4 Fourchase Drive, Bolton, ON L7E 1H7	4 Fourchase Drive, Bolton, ON L7E 1H7	RFS1	roof-top	9.88	01-Jul-16	advance monthly			

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
201415	93 Old Country Dr., Kitchener, ON N2E 1S4	93 Old Country Dr., Kitchener, ON N2E 1S4	RESI	RoofTop	8.06	01-Oct-16	advance monthly	\$30	241.80	0.50%
202424	88 Marlton Road, Vaughan, ON L6A 1H3	88 Marlton Road, Vaughan, ON L6A 1H3	RESI	RoofTop	9.88	01-Oct-16	advance monthly	\$30	296.40	0.50%
202424	1011 Heritage Drive, Windsor, ON N9H 2H6	1011 Heritage Drive, Windsor, ON N9H 2H6	RESI	RoofTop	9.62	01-Oct-16	advance monthly	\$30	288.60	0.50%
202776	47 Halo Street, Hamilton, ON L9W 0C2	47 Halo Street, Hamilton, ON L9W 0C2	RESI	RoofTop	9.86	01-Oct-16	advance monthly	\$30	280.80	0.50%
202827	3625 St. Patrick's Dr., Windsor, ON N9E 3H6	3625 St. Patrick's Dr., Windsor, ON N9E 3H6	RESI	RoofTop	9.88	01-Oct-16	advance monthly	\$30	296.40	0.50%
203194	41 Dana Way, Barrie, ON L4M 2J5	41 Dana Way, Barrie, ON L4M 2J5	RESI	RoofTop	9.10	07-Sep-16	advance monthly	\$30	272.00	0.50%
203443	35 Andriana Crescent, Markham, ON L6B 0C9	35 Andriana Crescent, Markham, ON L6B 0C9	RESI	RoofTop	9.88	01-Oct-16	advance monthly	\$30	296.40	0.50%
204099	37 Elgin Street West, Oshawa, ON L1G 1S3	37 Elgin Street West, Oshawa, ON L1G 1S3	RESI	RoofTop	9.88	01-Oct-16	advance monthly	\$30	296.40	0.50%
204431	20 Tuna Ave. Sarnia, ON	20 Tuna Ave. Sarnia, ON	RESI	RoofTop	9.88	07-Sep-16	advance monthly	\$30	296.40	0.50%
204432	108 Sandpiper Dr., Sarnia, ON	108 Sandpiper Dr., Sarnia, ON	RESI	RoofTop	9.88	07-Sep-16	advance monthly	\$30	296.40	0.50%
204433	598 Colbourne St., W., Brantford, ON	598 Colbourne St., W., Brantford, ON	RESI	RoofTop	9.88	07-Sep-16	advance monthly	\$30	296.40	0.50%
204434	28 Hawthorne Rd., Cambridge, ON	28 Hawthorne Rd., Cambridge, ON	RESI	RoofTop	9.88	07-Sep-16	advance monthly	\$30	296.40	0.50%
204435	1131 Dundas Street S., Cambridge, ON	1131 Dundas Street S., Cambridge, ON	RESI	RoofTop	9.00	07-Sep-16	advance monthly	\$30	270.00	0.50%
204436	2768 Alps Rd., Ayr, ON	2768 Alps Rd., Ayr, ON	RESI	RoofTop	6.00	07-Sep-16	advance monthly	\$30	180.00	0.50%
204437	375 James Street, Dresden, ON	375 James Street, Dresden, ON	RESI	RoofTop	9.88	07-Sep-16	advance monthly	\$30	296.40	0.50%
204438	365 James Street, Dresden, ON	365 James Street, Dresden, ON	RESI	RoofTop	8.06	07-Sep-16	advance monthly	\$30	241.80	0.50%
204439	3887 Aristotle Cres., Windsor, ON	3887 Aristotle Cres., Windsor, ON	RESI	RoofTop	5.72	07-Sep-16	advance monthly	\$30	171.60	0.50%
204440	773 Glenagary Ave., Windsor, ON	773 Glenagary Ave., Windsor, ON	RESI	RoofTop	6.24	07-Sep-16	advance monthly	\$30	187.20	0.50%
204441	2475 Dunsford, Windsor, ON	2475 Dunsford, Windsor, ON	RESI	RoofTop	9.10	07-Sep-16	advance monthly	\$30	272.00	0.50%
204442	1711 Chappelle Ave., Windsor, ON	1711 Chappelle Ave., Windsor, ON	RESI	RoofTop	5.72	07-Sep-16	advance monthly	\$30	171.60	0.50%
204443	3301 Deerbrook Rd., Windsor, ON	3301 Deerbrook Rd., Windsor, ON	RESI	RoofTop	7.28	07-Sep-16	advance monthly	\$30	218.40	0.50%
204444	4556 Duha Circle, Windsor, ON	4556 Duha Circle, Windsor, ON	RESI	RoofTop	5.98	07-Sep-16	advance monthly	\$30	179.40	0.50%
204445	4145 Menziesville Cres., Windsor, ON	4145 Menziesville Cres., Windsor, ON	RESI	RoofTop	8.50	07-Sep-16	advance monthly	\$30	255.00	0.50%
204446	6 Wallace Ave., Leamington, ON	6 Wallace Ave., Leamington, ON	RESI	RoofTop	6.76	07-Sep-16	advance monthly	\$30	202.80	0.50%
204447	238 Concession 4, Caledonia, ON	238 Concession 4, Caledonia, ON	RESI	RoofTop	7.00	07-Sep-16	advance monthly	\$30	210.00	0.50%
204448	149 Hag St., St. Catharines, ON	149 Hag St., St. Catharines, ON	RESI	RoofTop	6.24	07-Sep-16	advance monthly	\$30	187.20	0.50%
204449	38 11th St., Hamilton, ON	38 11th St., Hamilton, ON	RESI	RoofTop	5.50	07-Sep-16	advance monthly	\$30	165.00	0.50%
204450	93 Albert St., St. Catharines, ON	93 Albert St., St. Catharines, ON	RESI	RoofTop	9.50	07-Sep-16	advance monthly	\$30	285.00	0.50%
204451	39 Legget, Hamilton, ON	39 Legget, Hamilton, ON	RESI	RoofTop	6.38	07-Sep-16	advance monthly	\$30	191.76	0.50%
204452	579 Templemead, Hamilton, ON	579 Templemead, Hamilton, ON	RESI	RoofTop	6.75	07-Sep-16	advance monthly	\$30	202.50	0.50%
204453	134 Deschene Ave., Hamilton, ON	134 Deschene Ave., Hamilton, ON	RESI	RoofTop	7.80	07-Sep-16	advance monthly	\$30	234.00	0.50%
204454	161 Deschene Ave., Hamilton, ON	161 Deschene Ave., Hamilton, ON	RESI	RoofTop	7.54	07-Sep-16	advance monthly	\$30	226.20	0.50%
204455	169 Burnwood, Hamilton, ON	169 Burnwood, Hamilton, ON	RESI	RoofTop	6.50	07-Sep-16	advance monthly	\$30	195.00	0.50%
204456	47 Merrington Ave., Orillia, ON	47 Merrington Ave., Orillia, ON	RESI	RoofTop	9.36	07-Sep-16	advance monthly	\$30	280.80	0.50%
204457	1206 Mersea Road 2, Leamington, ON	1206 Mersea Road 2, Leamington, ON	RESI	RoofTop	9.50	07-Sep-16	advance monthly	\$30	285.00	0.50%
204461	61 Elizabeth St., Hamilton, ON	61 Elizabeth St., Hamilton, ON	RESI	RoofTop	8.12	07-Sep-16	advance monthly	\$30	249.60	0.50%
204462	2123 Manitoba St., Brantford, ON	2123 Manitoba St., Brantford, ON	RESI	RoofTop	7.28	07-Sep-16	advance monthly	\$30	218.40	0.50%
204463	4432 Holmes Dr., Newton, ON	4432 Holmes Dr., Newton, ON	RESI	RoofTop	7.28	07-Sep-16	advance monthly	\$30	218.40	0.50%
204465	12333 Fanara Cres., Windsor, ON	12333 Fanara Cres., Windsor, ON	RESI	RoofTop	8.58	07-Sep-16	advance monthly	\$30	257.40	0.50%
204466	1 Bechtel Ave., New Dundee, ON	1 Bechtel Ave., New Dundee, ON	RESI	RoofTop	6.50	07-Sep-16	advance monthly	\$30	195.00	0.50%
204467	269 Bournemouth Dr., London, ON	269 Bournemouth Dr., London, ON	RESI	RoofTop	7.80	07-Sep-16	advance monthly	\$30	234.00	0.50%
204468	58 Yarmouth Dr., London, ON	58 Yarmouth Dr., London, ON	RESI	RoofTop	8.25	07-Sep-16	advance monthly	\$30	247.50	0.50%
204469	861 Bailton Ave., London, ON	861 Bailton Ave., London, ON	RESI	RoofTop	6.00	07-Sep-16	advance monthly	\$30	180.00	0.50%
204470	245 October Cres., London, ON	245 October Cres., London, ON	RESI	RoofTop	7.28	07-Sep-16	advance monthly	\$30	218.40	0.50%
204471	246 Tartan Dr., London, ON	246 Tartan Dr., London, ON	RESI	RoofTop	6.00	07-Sep-16	advance monthly	\$30	180.00	0.50%
204472	9 Rectory St., London, ON	9 Rectory St., London, ON	RESI	RoofTop	6.50	07-Sep-16	advance monthly	\$30	195.00	0.50%
204473	888 Thompson Rd. S., Milton, ON	888 Thompson Rd. S., Milton, ON	RESI	RoofTop	5.25	07-Sep-16	advance monthly	\$30	157.50	0.50%
204474	1005 Donnelly St., Milton, ON	1005 Donnelly St., Milton, ON	RESI	RoofTop	7.28	07-Sep-16	advance monthly	\$30	218.40	0.50%
204475	822 Saville Blvd., Milton, ON	822 Saville Blvd., Milton, ON	RESI	RoofTop	9.25	07-Sep-16	advance monthly	\$30	277.50	0.50%
204476	69 Harvest Hills., East Gwillimbury, ON	69 Harvest Hills., East Gwillimbury, ON	RESI	RoofTop	5.98	07-Sep-16	advance monthly	\$30	179.40	0.50%
204477	7204 Casey., Niagara Falls, ON	7204 Casey., Niagara Falls, ON	RESI	RoofTop	9.25	07-Sep-16	advance monthly	\$30	277.50	0.50%
204478	24 Fallon Dale, Scarborough, ON	24 Fallon Dale, Scarborough, ON	RESI	RoofTop	7.28	07-Sep-16	advance monthly	\$30	218.40	0.50%
204479	109 Knowles, Scarborough, ON	109 Knowles, Scarborough, ON	RESI	RoofTop	6.24	07-Sep-16	advance monthly	\$30	187.20	0.50%
204480	33 Knowles, Scarborough, ON	33 Knowles, Scarborough, ON	RESI	RoofTop	7.80	07-Sep-16	advance monthly	\$30	234.00	0.50%
204481	31 Champlain Ave., Welland, ON	31 Champlain Ave., Welland, ON	RESI	RoofTop	7.50	07-Sep-16	advance monthly	\$30	225.00	0.50%
204482	61 Glen Valley Dr., Hamilton, ON	61 Glen Valley Dr., Hamilton, ON	RESI	RoofTop	8.56	07-Sep-16	advance monthly	\$30	265.80	0.50%
204487	151 Amy Croft Dr., Tecumseh, ON	151 Amy Croft Dr., Tecumseh, ON	RESI	RoofTop	8.50	07-Sep-16	advance monthly	\$30	255.00	0.50%
204488	2 Mill St., Weybridge, ON	2 Mill St., Weybridge, ON	RESI	RoofTop	9.75	07-Sep-16	advance monthly	\$30	292.50	0.50%
189764	35 Cayce Avenue St. Catharines, ON L2M5R7	35 Cayce Avenue St. Catharines, ON L2M5R7	RESI	RoofTop	5.45	01-Mar-17	advance monthly	\$30	163.50	0.50%
231378	32 Vinberg Drive, Hamilton, ON L9B2P6	32 Vinberg Drive, Hamilton, ON L9B2P6	RESI	RoofTop	8.32	05-Apr-17	advance monthly	\$30	249.60	0.50%
232067	56 Highbury Drive, Stoney Creek, ON L8J2T4	56 Highbury Drive, Stoney Creek, ON L8J2T4	RESI	RoofTop	9.44	01-Apr-17	advance monthly	\$30	281.05	0.50%
232970	26 Oxford Street, St. Catharines, ON L2P1W2	26 Oxford Street, St. Catharines, ON L2P1W2	RESI	RoofTop	9.95	01-Mar-17	advance monthly	\$30	298.35	0.50%
233865	88 Cleveland Avenue, Hamilton, ON L8A3A3	88 Cleveland Avenue, Hamilton, ON L8A3A3	RESI	RoofTop	9.18	01-Mar-17	advance monthly	\$30	275.40	0.50%
233727	8 Loraine Drive, St. Catharines, ON L2P3N8	8 Loraine Drive, St. Catharines, ON L2P3N8	RESI	RoofTop	9.88	01-Mar-17	advance monthly	\$30	296.40	0.50%
176569	3874 Brandon Gate Drive, Mississauga, ON L4T 3N6	3874 Brandon Gate Drive, Mississauga, ON L4T 3N6	RESI	RoofTop	5.10	31-Dec-16	advance monthly	\$30	151.00	0.50%
187706	354 Mulholland Court, Milton, ON L8T 7Y3	354 Mulholland Court, Milton, ON L8T 7Y3	RESI	RoofTop	8.84	31-Dec-16	advance monthly	\$30	265.20	0.50%
189508	1 Anne Ct., Thornhill, ON L4J 2V7	1 Anne Ct., Thornhill, ON L4J 2V7	RESI	RoofTop	7.54	31-Dec-16	advance monthly	\$30	226.20	0.50%
194233	37 Westgate Ave., Ajax, ON L1Z 1B8	37 Westgate Ave., Ajax, ON L1Z 1B8	RESI	RoofTop	9.95	31-Dec-16	advance monthly	\$30	298.35	0.50%
195164	2445 Cullum Ave., Mississauga, ON L5B 2H8	2445 Cullum Ave., Mississauga, ON L5B 2H8	RESI	RoofTop	6.24	31-Dec-16	advance monthly	\$30	187.20	0.50%
196292	40 Tiger Tail Crescent, Bradford, ON L3Z 0M2	40 Tiger Tail Crescent, Bradford, ON L3Z 0M2	RESI	RoofTop	9.95	31-Dec-16	advance monthly	\$30	298.35	0.50%
230573	6 Thrush Road, Scarborough, ON M1K 3S2	6 Thrush Road, Scarborough, ON M1K 3S2	RESI	RoofTop	9.69	31-Dec-16	advance monthly	\$30	290.70	0.50%
233071	827 Dynasty Street, Windsor, ON N9G 2V8	827 Dynasty Street, Windsor, ON N9G 2V8	RESI	RoofTop	9.30	01-Mar-17	advance monthly	\$30	273.00	0.50%
234433	1058 May Avenue, Windsor, ON N8A 2P3	1058 May Avenue, Windsor, ON N8A 2P3	RESI	RoofTop	5.72	01-Mar-17	advance monthly	\$30	171.60	0.50%
233240	14 Crestcombe Road, St. Catharines, ON L2S 2J4	14 Crestcombe Road, St. Catharines, ON L2S 2J4	RESI	RoofTop	9.44	01-Mar-17	advance monthly	\$30	281.05	0.50%
231160	144 Independence Drive, Hamilton, ON L8W 3H7	144 Independence Drive, Hamilton, ON L8W 3H7	RESI	RoofTop	9.88	01-Mar-17	advance monthly	\$30	296.40	0.50%
244698	10 Anthony Crt., Hamilton, ON L8C 6T7	10 Anthony Crt., Hamilton, ON L8C 6T7	RESI	RoofTop	8.67	01-Mar-17	advance monthly	\$30	260.10	0.50%
231814	45 Twin Crescent, Hamilton, ON L8W 2R8	45 Twin Crescent, Hamilton, ON L8W 2R8	RESI	RoofTop	8.67	01-Mar-17	advance monthly	\$30	260.10	0.50%
236189	51 Carter Crescent, Hamilton, ON L8W 3L8	51 Carter Crescent, Hamilton, ON L8W 3L8	RESI	RoofTop	7.65	01-Mar-17	advance monthly	\$30	229.50	0.50%
230763	16 McDonald Circle, St. Catharines, ON L2N 7C5	16 McDonald Circle, St. Catharines, ON L2N 7C5	RESI	RoofTop	9.88	01-Mar-17	advance monthly	\$30	296.40	0.50%
231787	733 Keates Avenue, Oshawa, ON L1H7Y3	733 Keates Avenue, Oshawa, ON L1H7Y3	RESI	RoofTop	9.69	01-Mar-17	advance monthly	\$30	290.70	0.50%
248795	7402 Aspen Ave., Mississauga, ON L5N 6N1	7402 Aspen Ave., Mississauga, ON L5N 6N1	RESI	RoofTop	8.42	01-Mar-17	advance monthly	\$30	252.45	0.50%
239810	2168 Enbridge Crescent, Windsor, ON N9W 4Z1	2168 Enbridge Crescent, Windsor, ON N9W 4Z1	RESI	RoofTop	8.84	01-Mar-17	advance monthly	\$30	265.20	0.50%
204186	992 Lemonwood Crescent, Windsor, ON N9G 2B7	992 Lemonwood Crescent, Windsor, ON N9G 2B7	RESI	RoofTop	5.46	01-Mar-17	advance monthly	\$30	163.80	0.50%
244543	16 Juniper Drive, Stoney Creek, ON L8E 4C6	16 Juniper Drive, Stoney Creek, ON L8E 4C6	RESI	RoofTop	9.95	01-Mar-17	advance monthly	\$30	298.35	0.50%
232806	219 Bridgeway Road East, Waterloo, ON N2J 2K7	219 Bridgeway Road East, Waterloo, ON N2J 2K7	RESI	RoofTop	7.40	01-Mar-17	advance monthly	\$30	221.85	0.50%
231892	30 Cayce Drive, Kitchener, ON N2A 3P1	30 Cayce Drive, Kitchener, ON N2A 3P1	RESI	RoofTop	9.88	01-Mar-17	advance monthly	\$30	296.40	0.50%
148669	1214 Kenwick Way, Lasalle, ON N9H 2G7	1214 Kenwick Way, Lasalle, ON N9H 2G7	RESI	RoofTop	9.10	01-Mar-17	advance monthly	\$30	272.00	0.50%
144206	10526 Fourth Line, Campbellville, ON L0P 1B0	10526 Fourth Line, Campbellville, ON L0P 1B0	RESI	RoofTop	9.95	01-Mar-17	advance monthly	\$30	298.35	0.50%
204293	143 Southwood Drive, Kitchener, ON N2E 211	143 Southwood Drive, Kitchener, ON N2E 211	RESI	RoofTop	9.62	01-Mar-17	advance monthly	\$30	288.60	0.50%
245790	34 Markson Crescent, Hamilton, ON L8T4W4	34 Markson Crescent, Hamilton, ON L8T4W4	RESI	RoofTop	8.93	01-Mar-17	advance monthly	\$30	267.75	0.50%
237681	30 Mandolin Crt., Woodbridge, ON L4L 8T9	30 Mandolin Crt., Woodbridge, ON L4L 8T9	RESI	RoofTop	9.10	01-Mar-17	advance monthly	\$30	272.00	0.50%
239583	36 Flamingo Dr., Hamilton, ON L8A 4A7	36 Flamingo Dr., Hamilton, ON L8A 4A7	RESI	RoofTop	9.95	01-Apr-17	advance monthly	\$30	298.35	0.50%
232450	35 Forestgate Drive, Hamilton, ON L8C 6A4	35 Forestgate Drive, Hamilton, ON L8C 6A4	RESI	RoofTop	8.16	01-Mar-17	advance monthly	\$30	244.80	0.50%
186569	3319 Credit Heights Dr., Mississauga, ON L5C 2M1	3319 Credit Heights Dr., Mississauga, ON L5C 2M1	RESI	RoofTop	9.88	01-Apr-17	advance monthly	\$30	296.40	0.50%
204255	77 Violet Street, Barrie, ON L4N 0N3	77 Violet Street, Barrie, ON L4N 0N3	RESI	RoofTop	8.16	01-Apr-17	advance monthly	\$30	244.80	0.50%
204438	21 White Ash Drive, Markham, ON L3P 4N1	21 White Ash Drive, Markham, ON L3P 4N1	RESI	RoofTop	9.44	01-Apr-17	advance monthly	\$30	281.05	0.50%
231282	133 Strawberry Drive, Hamilton, ON L8E 4R7	133 Strawberry Drive, Hamilton, ON L8E 4R7	RESI	RoofTop	7.65	01-Apr-17	advance monthly	\$30	229.50	0.50%
234514	32 Vinberg Drive, Hamilton, ON L9B 2P6	32 Vinberg Drive, Hamilton, ON L9B 2P6	RESI	RoofTop	9.62	01-Apr-17	advance monthly	\$30	288.60	0.50%
241961	183 First Road West, Stoney Creek, ON L8J 2P5	183 First Road West, Stoney Creek, ON L8J 2P5	RESI	RoofTop	9.95	01-Apr-17	advance monthly	\$30	298.35	0.50%
241698	769 Centre Rd., Hamilton									

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sqWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/sqWp)	Total Management Services Fee (\$/year)	Escalation Rate
230929	10 Morgan Road, Hamilton, ON L9C 2W4	10 Morgan Road, Hamilton, ON L9C 2W4	RESE	roof-top	9.69	01-Apr-17	advance monthly	\$30	290.70	0.50%
231424	479 Empress Street, Waterloo, ON N2K 1T7	479 Empress Street, Waterloo, ON N2K 1T7	RESE	roof-top	8.06	01-Apr-17	advance monthly	\$30	241.80	0.50%
236853	97 Southbend Road, Hamilton, ON L9A 2B3	97 Southbend Road, Hamilton, ON L9A 2B3	RESE	roof-top	7.40	01-Apr-17	advance monthly	\$30	221.85	0.50%
240045	1 Glen Cr. Dundas, ON L9H 3K7	1 Glen Cr. Dundas, ON L9H 3K7	RESE	roof-top	7.91	01-Apr-17	advance monthly	\$30	237.15	0.50%
242689	24 Egglethill Drive, Hamilton, ON L9B 0A8	24 Egglethill Drive, Hamilton, ON L9B 0A8	RESE	roof-top	9.88	01-Apr-17	advance monthly	\$30	296.40	0.50%
240703	60 Lovell Ave. St. Catharines, ON L2R 3E3 CA	60 Lovell Ave. St. Catharines, ON L2R 3E3 CA	RESE	roof-top	7.14	01-Apr-17	advance monthly	\$30	214.20	0.50%
241020	11 Shankrock Cr Hamilton, ON L9V 4E2 CA	11 Shankrock Cr Hamilton, ON L9V 4E2 CA	RESE	roof-top	6.38	01-Apr-17	advance monthly	\$30	191.25	0.50%
238100	175 Newbury Drive, Kitchener, ON N2N 2N7	175 Newbury Drive, Kitchener, ON N2N 2N7	RESE	roof-top	7.40	01-Apr-17	advance monthly	\$30	221.85	0.50%
232116	68 Twin Cres Hamilton ON L9W 2B9 CA	68 Twin Cres Hamilton ON L9W 2B9 CA	RESE	roof-top	9.95	01-Apr-17	advance monthly	\$30	298.35	0.50%
239539	208 Commercial Street, Welland, ON L3B 5Z6	208 Commercial Street, Welland, ON L3B 5Z6	RESE	roof-top	9.18	01-Apr-17	advance monthly	\$30	275.40	0.50%
229874	731 Northfield Drive E. TOWNSHIP OF WOOLWICH, ON N2J 4G8	731 Northfield Drive E. TOWNSHIP OF WOOLWICH, ON N2J 4G8	RESE	roof-top	9.95	01-Apr-17	advance monthly	\$30	298.35	0.50%
235367	3046 Upper Paradise Rd, Hamilton ON L9B 2N3 CANADA	3046 Upper Paradise Rd, Hamilton ON L9B 2N3 CANADA	RESE	roof-top	9.30	01-Apr-17	advance monthly	\$30	273.00	0.50%
254118	142 Bolzano Dr. Hamilton ON L9W 2W2 CANADA	142 Bolzano Dr. Hamilton ON L9W 2W2 CANADA	RESE	roof-top	9.88	01-Apr-17	advance monthly	\$30	296.40	0.50%
236908	123 Appleblossom Dr., Hamilton, ON L9C 7P1	123 Appleblossom Dr., Hamilton, ON L9C 7P1	RESE	roof-top	9.88	01-Apr-17	advance monthly	\$30	296.40	0.50%
251564	70 Romano Cres, Woodbridge ON L4L 7M7 CANADA	70 Romano Cres, Woodbridge ON L4L 7M7 CANADA	RESE	roof-top	9.88	01-Apr-17	advance monthly	\$30	296.40	0.50%
249322	11 Ashcroft Dr. Hamilton ON L9B 3D3 CA	11 Ashcroft Dr. Hamilton ON L9B 3D3 CA	RESE	roof-top	9.98	01-Apr-17	advance monthly	\$30	296.40	0.50%
232172	143 Highridge Ave, Hamilton ON L8E 3L5 CA	143 Highridge Ave, Hamilton ON L8E 3L5 CA	RESE	roof-top	9.95	01-Apr-17	advance monthly	\$30	298.35	0.50%
234154	92 Winesapen Trail, Dundas, ON L9H 0A6	92 Winesapen Trail, Dundas, ON L9H 0A6	RESE	roof-top	9.69	01-Apr-17	advance monthly	\$30	290.70	0.50%
236145	59 Striving Crescent, Markham, ON L3R 7E3	59 Striving Crescent, Markham, ON L3R 7E3	RESE	roof-top	8.16	01-Apr-17	advance monthly	\$30	244.80	0.50%
253715	9 Brighton Avenue St. Catharines ON L2M 5S6 CANADA	9 Brighton Avenue St. Catharines ON L2M 5S6 CANADA	RESE	roof-top	8.16	01-Apr-17	advance monthly	\$30	244.80	0.50%
234023	151 Gadsby Avenue, Welland, ON L3C 1B1	151 Gadsby Avenue, Welland, ON L3C 1B1	RESE	roof-top	9.10	01-Apr-17	advance monthly	\$30	271.00	0.50%
232811	17 Sunrise Drive, Kitchener, ON N2B 3B3	17 Sunrise Drive, Kitchener, ON N2B 3B3	RESE	roof-top	9.95	01-Apr-17	advance monthly	\$30	298.35	0.50%
235722	197 Snowshoes Crescent, Thornhill, ON L3T 4N1	197 Snowshoes Crescent, Thornhill, ON L3T 4N1	RESE	roof-top	9.95	01-Apr-17	advance monthly	\$30	298.35	0.50%
252380	256 Fairview Cr., Oshawa, ON L1J 4P9	256 Fairview Cr., Oshawa, ON L1J 4P9	RESE	roof-top	9.62	01-Apr-17	advance monthly	\$30	288.60	0.50%
238350	419 John Deerean Blvd, Maple ON L6A 3G2	419 John Deerean Blvd, Maple ON L6A 3G2	RESE	roof-top	9.88	01-Apr-17	advance monthly	\$30	296.40	0.50%
239935	895 Constant Crescent, Mississauga, ON L5C 1J8	895 Constant Crescent, Mississauga, ON L5C 1J8	RESE	roof-top	8.67	01-Apr-17	advance monthly	\$30	260.10	0.50%
235796	102 Coopershawk Street, Kitchener, ON N2K 4B8	102 Coopershawk Street, Kitchener, ON N2K 4B8	RESE	roof-top	8.16	01-Apr-17	advance monthly	\$30	244.80	0.50%
250742	7278 Saint Barbara Blvd, Mississauga ON L5W 0C1	7278 Saint Barbara Blvd, Mississauga ON L5W 0C1	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
254478	19 Courtney Crescent, Welland, ON L3G 7H5	19 Courtney Crescent Welland, ON L3G 7H5	RESE	roof-top	9.88	01-Apr-17	advance monthly	\$30	296.40	0.50%
239569	51 Quaker Crescent, Hamilton, ON L9W 3H6	51 Quaker Crescent, Hamilton, ON L9W 3H6	RESE	roof-top	8.22	29-Apr-17	advance monthly	\$30	246.45	0.50%
245994	5930 Herringway Road, Mississauga ON L5M 5M1	5930 Herringway Road, Mississauga ON L5M 5M1	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
232642	1670 Shale Oak Mews, Mississauga, ON L4W 2J8	1670 Shale Oak Mews, Mississauga, ON L4W 2J8	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
200474	208 Harrowsmith Dr., Mississauga, ON L5R 1B1	208 Harrowsmith Dr., Mississauga, ON L5R 1B1	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
245595	105 Mohawk Rd E, Hamilton, ON L8A 2H3	105 Mohawk Rd E, Hamilton, ON L8A 2H3	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
253712	1350 Upper Wellington Street, Hamilton ON L9A 3S9 CANADA	1350 Upper Wellington Street, Hamilton ON L9A 3S9 CANADA	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
245552	1551 Upper Wellington Street, Hamilton ON L9A 3G3	1551 Upper Wellington Street, Hamilton ON L9A 3G3	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
236685	34 Beechmanor Crescent, Kitchener, ON N2N 3H5	34 Beechmanor Crescent, Kitchener, ON N2N 3H5	RESE	roof-top	7.80	29-Apr-17	advance monthly	\$30	234.00	0.50%
232211	22 Bettina Place, Kitchener, ON N2A 3Y6	22 Bettina Place, Kitchener, ON N2A 3Y6	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
239476	478 Berkshire Dr., Hamilton, ON L8E 5B6	478 Berkshire Dr., Hamilton, ON L8E 5B6	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
243387	23 Luba Avenue, Richmond Hill, ON L4S 1G5	23 Luba Avenue, Richmond Hill, ON L4S 1G5	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
240375	555 Rock Point Cres, Waterloo, ON N2V 2K3	555 Rock Point Cres, Waterloo, ON N2V 2K3	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
246399	918 Bancroft Dr., Mississauga ON L5V 3X7 CA	918 Bancroft Dr., Mississauga ON L5V 3X7 CA	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
238922	55 Galby Cr., Richmond Hill, ON L4C 8C1	55 Galby Cr., Richmond Hill, ON L4C 8C1	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
244881	3063 Bayberry Dr., Mississauga ON L5M 6P1	3063 Bayberry Dr., Mississauga ON L5M 6P1	RESE	roof-top	8.06	29-Apr-17	advance monthly	\$30	241.80	0.50%
229679	1602 Coram Cres, Mississauga ON L4V 1A9	1602 Coram Cres, Mississauga ON L4V 1A9	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
232626	6460 Wycherly Lane, Mississauga, ON L5M 6E2	6460 Wycherly Lane, Mississauga, ON L5M 6E2	RESE	roof-top	9.54	29-Apr-17	advance monthly	\$30	286.20	0.50%
236914	308 Bloor Drive, Kitchener, ON N2K 1G6	308 Bloor Drive, Kitchener, ON N2K 1G6	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
237516	59 Austin Drive, Hamilton, ON L9V 3V5	59 Austin Drive, Hamilton, ON L9V 3V5	RESE	roof-top	6.12	29-Apr-17	advance monthly	\$30	183.60	0.50%
253865	88 Alderbrook St., Richmond Hill, ON L4B 1A1 Canada	88 Alderbrook St., Richmond Hill, ON L4B 1A1 Canada	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
236077	4 Camforth Drive, Markham ON L3R 7W2	4 Camforth Drive, Markham ON L3R 7W2	RESE	roof-top	9.10	29-Apr-17	advance monthly	\$30	271.00	0.50%
239376	3 Tara Cr., Hamilton, ON L8E 6E5	3 Tara Cr., Hamilton, ON L8E 6E5	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
242547	36 Fairview Crescent, Smithville, ON L9W 2A0	36 Fairview Crescent, Smithville, ON L9W 2A0	RESE	roof-top	7.54	29-Apr-17	advance monthly	\$30	226.20	0.50%
235240	101 Delona Ave S, Hamilton ON L8A 3B4 CA	101 Delona Ave S, Hamilton ON L8A 3B4 CA	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
242178	36 Gayla St, Thornhill, ON L4J 6G2	36 Gayla St, Thornhill, ON L4J 6G2	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
234581	117 Rushbrook Dr., Kitchener, ON N2E 4C9	117 Rushbrook Dr., Kitchener, ON N2E 4C9	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
232169	27 Settlement Park, Markham ON L6B 1B5 CANADA	27 Settlement Park, Markham ON L6B 1B5 CANADA	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
229898	99 Brimdale Drive, Kitchener, ON N2A 3C7	99 Brimdale Drive, Kitchener, ON N2A 3C7	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
234269	138 The Country Way, Kitchener, ON N2E 2J2	138 The Country Way, Kitchener, ON N2E 2J2	RESE	roof-top	9.95	29-Apr-17	advance monthly	\$30	298.35	0.50%
240552	7328 Broad Front Lane, Mississauga, ON L5M 8P2	7328 Broad Front Lane, Mississauga, ON L5M 8P2	RESE	roof-top	9.88	29-Apr-17	advance monthly	\$30	296.40	0.50%
250550	54 Idlewood Ave Hamilton ON L8T 1V9 CANADA	54 Idlewood Ave Hamilton ON L8T 1V9 CANADA	RESE	roof-top	9.18	29-Apr-17	advance monthly	\$30	275.40	0.50%
141600	15 Glenview Crescent, London, ON N6Y 4A7	15 Glenview Crescent, London, ON N6Y 4A7	RESE	roof-top	9.95	01-Jun-17	advance monthly	\$30	298.35	0.50%
238468	410 Anne Street North, Barrie, ON L4M 7A4	410 Anne Street North, Barrie, ON L4M 7A4	RESE	roof-top	9.62	01-Jun-17	advance monthly	\$30	288.60	0.50%
229493	6994 Amour Terrace, Mississauga, ON L5W 1G5	6994 Amour Terrace, Mississauga, ON L5W 1G5	RESE	roof-top	9.63	01-Jun-17	advance monthly	\$30	289.90	0.50%
238324	763 Zernatt Drive, Waterloo, ON N2T 2W8	763 Zernatt Drive, Waterloo, ON N2T 2W8	RESE	roof-top	7.65	01-Jun-17	advance monthly	\$30	229.50	0.50%
238084	6 Bay Hill Drive, Concord, ON L4S 1G9	6 Bay Hill Drive, Concord, ON L4S 1G9	RESE	roof-top	5.72	01-Jun-17	advance monthly	\$30	171.60	0.50%
230121	1756 Gosport Drive, Oshawa, ON L1K 0K5	1756 Gosport Drive, Oshawa, ON L1K 0K5	RESE	roof-top	9.84	01-Jun-17	advance monthly	\$30	261.20	0.50%
243041	3 Petunia St, Markham, ON L6E 1G2	3 Petunia St, Markham, ON L6E 1G2	RESE	roof-top	9.95	01-Jun-17	advance monthly	\$30	298.35	0.50%
248604	83 Darforth Ave, Leamington ON N8H 2H1CA	83 Darforth Ave, Leamington ON N8H 2H1CA	RESE	roof-top	8.06	01-Jun-17	advance monthly	\$30	241.80	0.50%
245858	1267 Peachblossom Rd., Mississauga, ON L5M 6P4	1267 Peachblossom Rd., Mississauga, ON L5M 6P4	RESE	roof-top	9.95	01-Jun-17	advance monthly	\$30	298.35	0.50%
245471	131 Anthony Lane, Concord ON L4K 3L3CA	131 Anthony Lane, Concord ON L4K 3L3CA	RESE	roof-top	7.02	01-Jun-17	advance monthly	\$30	210.60	0.50%
229899	40 Harding Street, Kitchener ON N2E 4J4	40 Harding Street, Kitchener ON N2E 4J4	RESE	roof-top	9.88	01-Jun-17	advance monthly	\$30	296.40	0.50%
238440	272 Brimfield Street, Kitchener, ON N2E 4B4	272 Brimfield Street, Kitchener, ON N2E 4B4	RESE	roof-top	9.88	01-Jun-17	advance monthly	\$30	296.40	0.50%
229789	149 Middlebury Drive, Waterloo, ON N2T 2H8	149 Middlebury Drive, Waterloo, ON N2T 2H8	RESE	roof-top	9.88	01-Jun-17	advance monthly	\$30	296.40	0.50%
229789	23811 Galloen Crescent, Mississauga, ON L5M 5T8	23811 Galloen Crescent, Mississauga, ON L5M 5T8	RESE	roof-top	6.80	01-Jun-17	advance monthly	\$30	206.55	0.50%
158300	2490 Hernum Square, Mississauga, ON L5C 3C4	2490 Hernum Square, Mississauga, ON L5C 3C4	RESE	roof-top	5.72	01-Jun-17	advance monthly	\$30	171.60	0.50%
220723	65 Gaulton Crescent, Waterloo, ON L2M 6A6	65 Gaulton Crescent, Waterloo, ON L2M 6A6	RESE	roof-top	8.16	01-Jun-17	advance monthly	\$30	244.80	0.50%
238556	206 Grand Ridge Trail, Kitchener, ON N2E 0E5	206 Grand Ridge Trail, Kitchener, ON N2E 0E5	RESE	roof-top	9.95	01-Jun-17	advance monthly	\$30	298.35	0.50%
204199	6915 Markwood Place, Mississauga, ON L5M 4K6	6915 Markwood Place, Mississauga, ON L5M 4K6	RESE	roof-top	9.88	01-Jun-17	advance monthly	\$30	296.40	0.50%
236122	177a Crutcher Rd., Dundas, ON L9M 3B7	177a Crutcher Rd., Dundas, ON L9M 3B7	RESE	roof-top	9.95	01-Jun-17	advance monthly	\$30	298.35	0.50%
232502	75 Seven Oaks Drive, Hamilton, ON L9A 4E3	75 Seven Oaks Drive, Hamilton, ON L9A 4E3	RESE	roof-top	5.98	01-Jun-17	advance monthly	\$30	179.40	0.50%
245073	187 Devonleigh Blvd, Richmond Hill, ON L4S 1G4CA	187 Devonleigh Blvd, Richmond Hill, ON L4S 1G4CA	RESE	roof-top	9.36	01-Jun-17	advance monthly	\$30	280.80	0.50%
196326	5395 Markwood Drive, Mississauga, ON L5V 2J1	5395 Markwood Drive, Mississauga, ON L5V 2J1	RESE	roof-top	7.40	01-Jun-17	advance monthly	\$30	221.85	0.50%
166413	122 Elton St., Cambridge, ON N1R 4J5	122 Elton St., Cambridge, ON N1R 4J5	RESE	roof-top	8.67	01-Jul-17	advance monthly	\$30	260.10	0.50%
173419	7250 Torriade Lane, Mississauga, ON L5M 7B8	7250 Torriade Lane, Mississauga, ON L5M 7B8	RESE	roof-top	7.40	01-Jul-17	advance monthly	\$30	227.85	0.50%
187057	90 Division Street, Colborne, ON N0K 1J0	90 Division Street, Colborne, ON N0K 1J0	RESE	roof-top	10.97	01-Jul-17	advance monthly	\$30	328.95	0.50%
192038	7 Westbrook Ave., Brampton, ON L6P 1A4	7 Westbrook Ave., Brampton, ON L6P 1A4	RESE	roof-top	9.65	01-Jul-17	advance monthly	\$30	282.50	0.50%
204200	926 Southdown Dr., Oshawa, ON L1M 7Z6	926 Southdown Dr., Oshawa, ON L1M 7Z6	RESE	roof-top	9.81	01-Jul-17	advance monthly	\$30	294.15	0.50%
204353	522 Camdell Drive, Oshawa, ON L1K 1A4	522 Camdell Drive, Oshawa, ON L1K 1A4	RESE	roof-top	5.46	01-Jul-17	advance monthly	\$30	163.80	0.50%
229457	4292 Glenbrook Drive, Mississauga, ON L5M 7B4	4292 Glenbrook Drive, Mississauga, ON L5M 7B4	RESE	roof-top	9.88	01-Jul-17	advance monthly	\$30	296.40	0.50%
229802	2479 Barocella Cres, Mississauga ON L5K 1A4	2479 Barocella Cres, Mississauga ON L5K 1A4	RESE	roof-top	9.88	01-Jul-17	advance monthly	\$30	296.40	0.50%
229906	60 Totterham Street, Kitchener, ON N2B 1V7	60 Totterham Street, Kitchener, ON N2B 1V7	RESE	roof-top	9.62	01-Jul-17	advance monthly	\$30	288.60	0.50%
232414	117 Rockwood Avenue, St. Catharines ON L2P 3S1	117 Rockwood Avenue, St. Catharines ON L2P 3S1	RESE	roof-top	9.30	01-Jul-17	advance monthly	\$30	273.00	0.50%
233663	1121 Upper Sherman Ave., Hamilton, ON L9W 1B9	1121 Upper Sherman Ave., Hamilton, ON L9W 1B9	RESE	roof-top	9.95	01-Jul-17	advance monthly	\$30	298.35	0.50%
238436	83 Marlboro Drive, Hamilton, ON L9C 2H8	83 Marlboro Drive, Hamilton, ON L9C 2H8								

This is Exhibit “F” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September 21, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL



Grasshopper Solar Corporation

Management Services Agreement

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement ("**Agreement**") is entered into by and among GSC Solar Leasing II LP, a limited partnership existing under the laws of the Province of Ontario (the "**Owner**"), and Grasshopper Solar Corporation, a corporation incorporated under the laws of the Province of Ontario (the "**Operator**"), as of August 31, 2017 (the "**Effective Date**").

RECITALS

WHEREAS, Owner desires to continue to engage Operator to provide the Management Services pursuant to the terms and conditions of this Agreement; and

WHEREAS, Operator provides operation, maintenance and management services for generation facilities and desires to provide for the Managed Entities, the Management Services (as defined below) pursuant to the terms and conditions of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 AGREEMENT

Section 1.1 - *Agreement*. This Agreement consists of the terms and conditions set forth in the sections captioned by numbered article designations ("**Articles**") and the following appendices, which are incorporated and made part this Agreement by this reference and are included in any reference to this Agreement.

Appendix A – Management Services

Appendix B – Labour Rates

Appendix C - Projects

If the terms and conditions of the Articles of this Agreement vary or are inconsistent with any portion of the Appendices, the terms of the Articles of this Agreement shall control and be given priority, and the provisions of the Appendices shall be subject to the terms of the Articles. This Agreement contains the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. Neither Party will be bound by or be deemed to have made any representations, warranties, commitments, or other undertakings with respect to the subject matter of this Agreement that are not contained in this Agreement.

Section 1.2 - *Effective Date and Term*. The initial term of this Agreement shall commence on the Effective Date and continue until the seventh (7th) anniversary of the Effective Date (the “**Initial Term**”), and shall automatically renew and continue for an additional one (1) year term (each such one year term occurring after the Initial Term, a “**Renewal Term**” and, collectively, the total time period of each Renewal Term and the Initial Term, the “**Term**”), unless either Party, no later than one hundred and ninety (190) days prior to expiration of the Initial Term or a Renewal Term, as applicable, provides written notice to the other Party that the Agreement shall terminate upon the expiration of the Initial Term or Renewal Term, as applicable, or unless earlier terminated pursuant to Section 7 hereof.

Section 1.3 - *Relationship of the Parties*. Operator has been retained by Owner as an independent contractor to operate, maintain and manage the Projects on behalf of Owner, in accordance with Prudent Industry Practices and the requirements of the Material Contracts. Owner has delegated to Operator overall responsibility for operating, maintaining and managing the Project to ensure solar PV systems are functional, operational and produce solar electric energy and meet all requirements under the Material Contracts. Neither Operator nor any of its employees, subcontractors or agents shall be deemed to have any other status, except that Operator is the agent of Owner to the limited extent that this Agreement expressly grants Operator the authority to act on behalf of Owner.

Section 1.4 - *Representatives*. Owner and Operator shall each designate a representative (“**Designated Representative**”) to act on its behalf in overseeing the performance of this Agreement. Owner and Operator may change their respective Designated Representatives upon written notice to the other Party given as provided in this Agreement. Designated Representatives shall be the primary means for communication and all other interactions between Owner and Operator that are required under this Agreement. Designated Representatives shall have the power and authority to bind their respective principals under the terms of this Agreement, with any required internal corporate approvals with respect to such authority being the responsibility of each representative to obtain from his or her principal.

ARTICLE 2 DEFINITIONS

Section 2.1 - *Definitions*. Unless otherwise required by the context in which a defined term appears, the following terms shall have the meanings specified in this Article 2. Terms that are defined in other Articles shall have the meanings given to them in those Articles.

“Additional Services” means services not specifically listed as Management Services in Section 3.1 or services listed as Management Services in Appendix A that are requested by Owner to be performed more frequently than as set forth therein.

“Affiliate” means, with respect to a Person, any direct or indirect parent company of such Person, and any present or future company that controls, is controlled by, or is under common control with such person. Notwithstanding the foregoing, the Operator shall not be considered to be an Affiliate of any Managed Entity for purposes of this Agreement.

“Applicable Law” means any constitution, statute, writ, law, rule, regulation, ordinance, judgment, order, decree, governmental approval or Permit, or any published directive or requirement that has the force of law, or other governmental restriction that has the force of law, or any determination by, or interpretation of any of the foregoing by, any judicial authority, applicable to and/or binding on a Project, a Managed Entity or a Managed Entity’s shareholder or unitholder, as the context may require, and in each case as amended, modified and/or supplemented.

“ASPE” means Accounting Standards for Private Enterprises as published by the Accounting Standards Board for use in Canada.

"Bankruptcy" means a situation in which (i) a Party’s actions under applicable debtor relief laws demonstrate an inability to pay its debts as they mature or a need for protection from its creditors; (ii) a court of competent jurisdiction approves a petition filed against a Party, which petition sought relief for the Party’s creditors, and the action of the court remains in effect for an aggregated period of 60 days (whether or not consecutive); (iii) a Party admits in writing its inability to pay its debts as they mature; (iv) a Party gives notice to any person or entity of its current (or pending) insolvency or suspension of operations; or (v) a Party makes an assignment for the benefit of creditors or takes other similar action for the protection or benefit of its creditors.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required to close in Ontario.

“Commencement Date” means, with respect to a Project, the commencement date set forth on Appendix C for such Project.

"Contract Year" means: (i) for the first Contract Year, that period from the date of this Agreement to and including December 31 of such year; and (ii) for each Contract Year thereafter, the calendar year.

“Cost Plus” has the meaning set forth in Section 5.6 hereof.

“Dollar” and “\$” means the lawful dollar of Canada.

“Effective Date” shall have the meaning set forth in the preamble to this Agreement.

"Force Majeure Event" means an event, condition or circumstance beyond the reasonable control of, and not due to the fault or negligence of, the Party affected, and which could not have been avoided by due diligence and / or use of reasonable efforts, which prevents the performance by such affected Party of its obligations hereunder; provided, that a

"Force Majeure Event" shall not be deemed to have occurred or to be continuing unless the party claiming Force Majeure complies with the requirements of Section 14.3 (*Force Majeure*). Subject to the foregoing, "Force Majeure Event" shall include, as to either Party, explosion and fire (in either case to the extent not attributable to the negligence of the affected Party), flood, earthquake, storm or other natural calamity or act of God, strike or other labour dispute, war, insurrection or riot, actions or failures to act by a Governmental Authority or officials, failure to obtain governmental permits or approvals (despite timely application thereof and due diligence) and changes in laws, rules, regulations, orders or ordinances affecting operation of the Projects, which events were not pending on the date of this Agreement.

"Governmental Authority" shall mean any foreign, federal, state, local or other governmental, regulatory, or administrative agency, court, commission, department, board or other governmental subdivision, legislature, rulemaking board, court, tribunal, arbitrating body or other governmental authority.

"Hazardous Materials" means any chemicals, materials, substances, or items in any form, whether solid, liquid, vapor, gaseous, semisolid, or any combination thereof, which are listed or regulated as hazardous, toxic or dangerous, or for which liability or standards of care are imposed, under any environmental law, and any substances included in the definition of "hazardous debris," "hazardous substances," "hazardous materials," "hazardous wastes," "toxic substances," "pollutants," "contaminants" or words of similar import, under any environmental laws.

"IESO" means the Independent Electricity System Operator including contracts with its predecessor Ontario Power Authority (collectively the "IESO").

"Initial Term" has the meaning set forth in Section 1.2.

"Lender(s)" means

(i) any person that has made loans to Owner or Owner's Affiliates, its successors or permitted assigns for the financing or refinancing of the Projects (or any part thereof) or which loans are secured by the Projects (or any part thereof), or that has otherwise made loans to the financing of the Projects (or any part thereof),

(ii) the holder(s) of indebtedness evidencing any such loans or any person or entity lawfully acting on behalf of such holders, or

(iii) any person or entity that purchases the Projects (or any part thereof) in connection with a sale-leaseback or other lease arrangement in which Owner is the lessee of the Projects pursuant to a net lease.

"Local Distribution Company (LDC)" means the owner or operator of a Distribution System who is licensed by the OEB-Ontario Energy Board as an electricity distributor.

"Managed Entity" means each Project Company and its direct and indirect parents, if such Persons are owned (directly or indirectly) by the Owner.

“Management Services” shall have the meaning set out in Section 3.1 and for greater certainty includes the O&M Services set forth in subsection 3.1(q).

"Management Services Fee" means an annual operating fee paid to Operator as set forth in Section 5.2.

“Material Contracts” means operations and maintenance agreements, microFIT and FIT contracts, lease agreements, project finance agreements, connection agreements, and any other material agreement executed by Owner for the development, construction, operation, interconnection, maintenance, and repair of, and procurement of equipment for, the Projects (and any other agreement related or ancillary thereto, including without limitation, third-party, contractor or vendor guarantees and warranty agreements), as each may be amended, supplemented or modified from time to time.

"Operating Manuals" means the operating data, design drawings, specifications, vendors' manuals, warranty requirements, procedures (including those for maintenance of the Project and environmental and safety compliance), and similar materials with respect to the Project.

“Operator” shall have the meaning set forth in the preamble to this Agreement.

“Party” or “Parties” shall mean the Operator and the Owner, individually or collectively, as appropriate.

“Permits” shall mean all permits, licenses, approvals and authorizations necessary for the construction, installation, ownership, operation and maintenance of the Projects and the sale of electric power produced by the Projects.

“Person” shall mean any natural person, partnership, limited partnership, limited liability partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), limited liability corporation, unlimited liability company, joint stock company, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or Governmental Authority, agency or entity however designated or constituted and pronouns have a similarly extended meaning.

“Premises” means collectively, the real property upon which a Project is located, at the address set forth in Appendix C to this Agreement.

"Project" means constructed, connected to the grid and fully operational solar power system on properties qualified to participate under the IESO microFIT and FIT program with solar PV array system generating solar electricity for sale to the Local Distribution Company “LDC” in the province of Ontario owned and/or leased directly or indirectly by the Owner as listed from time to time in Appendix C.

“Project Company” means a special purpose entity owning a Project.

"Prudent Industry Practices" means practices, methods and acts engaged in or approved by a significant portion of the solar electrical power generation industry in Ontario with respect to the maintenance of systems similar to the Project that, during the relevant time period, in the exercise of prudent and reasonable judgment by those experienced in the industry in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, dependability, efficiency, economy, and applicable law, regulations, codes, standards and permits. Prudent Industry Practices are not intended to be the optimum practices, methods or acts to the exclusion of all others, but rather are intended to be a range of acceptable practices, methods or acts.

"Reimbursable Costs" has the meaning set forth in Section 5.3.

"Renewal Term" has the meaning set forth in Section 1.2.

"Service Providers" means i) each Affiliate of the Operator who is capable of performing the services desired, and ii) each of the auditor, tax preparer and each other independent third party, in the case of each of clauses (i) and (ii), engaged by Operator or by any Managed Entity to perform services for such Managed Entity, including, without limitation, certified public accountants, tax return preparers, law firms, engineering firms, O&M providers, monitoring providers and other professional advisors and consultants.

"Spare Parts" means materials, equipment and other items necessary for the performance of non-major corrective maintenance, replacement, repair or rehabilitation activities and other O&M Services, which shall include without additional charge to Owner, provision of, inverter filters, fans, boards, electrical fuses, breakers, temperature devices related to weather station, hardware, tracker and racking parts, paint and other routine material and consumables used in the performance of the O&M Services. For greater clarity Spare Parts exclude major equipment which shall be provided by Owner.

"Term" shall have the meaning set forth in Section 1.2.

"Warranty" or "Warranties" shall mean, with respect to a Project, the Project warranty provided under the applicable engineering, procurement, and construction contract for the Project and all of the other warranties owned or retained by Owner related to modules, inverters, transformers, trackers, racking, combiners, and other components supplied to Owner, in each case, for which copies of all relevant documentation in relation thereto have been provided to Operator.

Section 2.2 – *Rules of Interpretation*. The following rules of interpretation shall apply to this Agreement:

- (a) Words in the singular shall include the plural and vice versa, and references to one gender shall include other genders;

(b) Unless otherwise expressly stated, a reference to an Appendix, Schedule, Section shall be a reference to an exhibit, schedule or section (as the case may be) of this Agreement;

(c) Unless otherwise expressly stated, the words “this Agreement,” “hereof,” “herein,” “hereunder,” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) If a period of time is specified from a given day, or from the day of an act or event, it shall be calculated inclusive of that day;

(e) A reference to “includes” or “including” shall mean “includes without limitation” or “including without limitation,” as applicable;

(f) Wherever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified and whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day;

(g) The Appendices attached to this Agreement constitute part of this Agreement and are incorporated herein for all purposes;

(h) References to any agreement or contract, including this Agreement, shall be interpreted to mean such agreement as amended, amended and restated, supplemented and/or otherwise modified in accordance with its terms from time to time; and

(i) A reference to a Party or any other person or entity includes a reference to its successors and permitted transferees and assigns.

ARTICLE 3 MANAGEMENT SERVICES

Section 3.1 - *Management Services*. With respect to a Managed Entity, commencing on the Commencement Date for such applicable Project and continuing throughout the remainder of the Term, unless this Agreement is terminated pursuant to Article 7, subject to any rights of Operator herein to suspend performance, Operator shall perform, or cause to be performed, the services as expressly set forth in this Section 3.1 (“**Management Services**”) on behalf of each Managed Entity. For the avoidance of doubt, the following list of Management Services included in this Section 3.1 is exhaustive and Operator shall not be required to perform any other services other than what is expressly specified in this Section 3.1, and Operator is not liable to perform any of the Management Services if the Owner does not reasonably cooperate with Operator in its performance of the Management Services.

(a) Collections and Payments. Operator shall (i) promptly remit or direct to be remitted from funds of each Managed Entity, amounts in payment of the expenses of each Managed Entity as required by the Material Contracts and (ii) collect all funds due to the Managed Entities; provided that nothing herein shall imply any guarantee or undertaking by Operator with respect to the collection of amounts due to any Managed Entity which remain uncollected after commercially reasonable efforts by Operator to collect such amounts, and nothing herein shall imply any duty of Operator under any circumstances to expend its own funds in payment of the expenses of any Managed Entity. The use of third parties to assist Operator in collection of amounts due will be at the sole expense of the applicable Managed Entity, provided, the Operator has used commercially reasonable efforts to collect such amounts and the Operator has notified the Owner of the failure of the counterparty to pay the amounts due and owing.

(b) Books and Records. Operator shall maintain complete and accurate financial books and records of each Managed Entity's operations in accordance with the requirements of ASPE and make such books and records available for inspection and copying during normal business hours at the registered office of the Operator. The Owner agrees to pay for all third-party costs, including consulting or accounting costs, of maintaining the books and records of each Managed Entity.

(c) Contractual Compliance. Operator shall administer and pursue performance of all non-monetary obligations and timely make and execute such decisions as are required under each Material Contract and related documents and make the reports, give the notices, prepare the certificates and take all similar actions as are required to be taken by each Managed Entity under each Material Contract or Applicable Law; manage relationships with key counterparties, including supervision and monitoring of each Managed Entity's and pursuing each counterparty's compliance (and where necessary or desirable, at such Managed Entity's sole expense, monitoring each counterparty's compliance (to the extent that Operator has knowledge of any breach or default by such counterparty)), with the terms and conditions of each Material Contract.

(d) Taxes. Operator shall (i) request the tax accounting firm designated by the Owner to deliver, or cause to be delivered, all tax returns, information and filings to each Managed Entity and, to the extent required under its organizational documents, to each Managed Entity's shareholder or unitholder, as applicable, (ii) pay out of each Managed Entity's funds (if available from such Managed Entity) all taxes and other governmental charges shown to be due thereon, and (iii) coordinate with each Managed Entity to respond to queries from the accounting firm and tax accounting firm that relate to such Managed Entity.

(e) Finance and Accounting. Operator shall establish and maintain the accounting and reporting systems for each Managed Entity. Operator shall provide full accounting services in accordance with ASPE, including (i) preparation of trial balances, (ii) defining and maintaining a general ledger

structure, and (iii) creating and implementing accounting procedures and overseeing research with respect to accounting matters.

(f) Financial Statements and Other Reports. Operator shall use reasonable efforts in overseeing each Managed Entity's accounting firm to ensure that the following reports and financial statements and related footnotes are prepared and delivered at the following times:

(i) Within forty-five (45) days of the quarter ending or within ninety (90) days of the year ending (as applicable):

(1) current balance sheets compared to the last Fiscal Year audited balance sheet (i.e. December 31st), including historical quarterly balance sheets (for current Fiscal Year) prepared in accordance with ASPE;

(2) current quarterly and year-to-date income statements compared to prior comparable periods prepared in accordance with ASPE;

(3) current quarterly and year-to-date monthly cash flow statements compared to prior comparable periods prepared in accordance with ASPE;

(4) schedule of "non-cash items" for cash from operations (monthly and year-to-date);

(5) year to date equity roll forward prepared in accordance with ASPE;

(6) detail of balance sheet accounts, not limited to other current asset/liabilities, other non-current asset/liabilities, accrued expenses, prepaid expenses, other receivables, etc.;

(7) schedule of capital expenditures; and

(8) PP&E and intangibles roll forward.

(g) Annual Budget. Operator shall prepare or cause to be prepared, and shall submit to the Owner, an annual capital and operating budget for each Managed Entity prior to the start of each Fiscal Year (the "**Annual Budget**"). To the extent that amounts relating to any items of a proposed Annual Budget are not approved, the corresponding amounts for the items in the preceding year's Annual Budget will continue as part of the Annual Budget for such year until a more current amount for such item is approved.

(h) Financial Statements. Operator shall engage, coordinate and interact with each Managed Entity's independent auditors to cause the delivery of the financial statements required to be delivered under the Material Contracts;

(i) Permits; Regulatory Compliance. Operator shall (i) obtain (to the extent not previously obtained) and maintain all Permits required or desirable to be obtained by each Managed Entity under the Material Contracts and under all Applicable Laws; (ii) administer all such Permits and liaise and coordinate with all Governmental Authorities having authority over such Permits; (iii) ensure each Managed Entity's compliance with all rules, regulations and orders issued by any Governmental Authority and compliance with any other Applicable Laws; (iv) arrange for and perform all administrative acts necessary for the timely issuance and continued effectiveness of all Permits, including preparation and submission of all reports, notices, forms and approvals; and (v) cause each Managed Entity to comply in all material respects with all Permits.

(j) Insurance. Operator will, with the assistance of a third-party, insurance broker, procure (at each Managed Entity's expense as provided for in the Annual Budget), maintain and renew insurance coverage required to be maintained by such Managed Entity as set forth in its organizational documents and Material Contracts. Operator shall give written notice to the Owner of (i) any written notice of non-renewal or cancellation or any written claim by the applicable insurance company that any insurance policy required to be maintained by a Managed Entity is not in effect promptly after receipt of the same and (ii) any written notice of policy change or any written claim by the applicable insurance company that any insurance policy required to be maintained by a Managed Entity has changed promptly after receipt of the same. Upon request by the Owner, Operator will supply a certificate of insurance (or other information including insurance policies, binders, and cover notes) evidencing (a) the insurance coverage specified in Owner's organizational documents and (b) Material Contracts and that such coverage is in place throughout the appropriate term for each policy, all to be determined in consultation with insurance consultant.

(k) Service Providers. Operator shall engage or cause each Managed Entity to engage Service Providers as reasonably believed by Operator to be necessary or desirable (but with prior written consent of the Owner not to be unreasonably withheld) or as requested by the Owner, to represent or perform services for such Managed Entity, other than the Management Services. Operator shall be entitled to request and rely upon instructions from the Owner with respect to the engagement of any Service Provider. Operator shall supervise and manage any Service Providers; provided further that the fees of such Service Providers engaged by Owner shall be paid by the applicable Managed Entity in accordance with Article 5.

(l) Litigation, Permit Lapses. Upon obtaining knowledge thereof, Operator shall promptly notify Owner in writing of: (i) any event of default under

any of the Material Contracts; (ii) any litigation, claims, disputes or actions, threatened or filed, concerning the Projects or the Management Services; (iii) any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, leases, warranty, approval, authorization or consent relating to the Project or the Management Services; and (iv) any dispute with any governmental authority relating to the Project or the Management Services.

(m) Bank Accounts and Disbursements of Funds. Operator or a Managed Entity shall maintain and, at the direction of each Managed Entity, establish in the name of the applicable Managed Entity, accounts at one or more banks or other financial institutions in compliance with the Managed Entity's credit arrangements. Operator shall have the authority to make any payments required under any of the Material Contracts and any insurance premiums, accountants' fees, taxes, license fees, property taxes, assessments or other Managed Entity expenses as required in this Agreement that are in compliance with such Managed Entity's credit arrangements.

(n) Operating Records. Operator shall maintain, at a location acceptable to Owner, the Project operating logs, records, and reports that document the operation and maintenance of the Project, all in form and substance sufficient to meet Owner's reporting requirements under the Material Contracts. Operator shall maintain current revisions of drawings, specifications, lists, clarifications, and other materials related to operation and maintenance of the Project provided to Operator by Owner and vendors. Operator shall provide Owner reasonably necessary assistance in connection with Owner's compliance with reporting requirements under the Material Contracts, Applicable Laws or any other agreement to which Owner is a party relating to the Project. Such assistance shall include providing reports, records, logs and other information that Owner may reasonably request as to the Project or its operation.

(o) Operating Reports. Operator to furnish or cause to be furnished to Owner the following reports concerning the Project operations and maintenance at the following times:

(1) monthly reports within fifteen (15) Business Days following the last day of each calendar month a progress report regarding the amount of electric energy generated, outages, accidents, and emergencies as per monitoring portal. The actual energy production, which are the meter readings based on LDC statements, to be provided retroactively based on LDCs billing frequency. The monthly report shall include a comparison of such items to the corresponding values for the preceding month and for the corresponding portion of the previous Contract Year; and

(2) annual reports within 60 days after the end of each Contract Year, Operator shall submit an annual report describing, in detail substantially similar to that contained in the monthly reports, the Project

operating data for such Contract Year. Within 30 days after submission of each annual report, Operator shall meet with Owner to review and discuss the report and any other aspects of Project operations that Owner may wish to discuss.

(p) Monitoring Services. Operator shall perform the Monitoring Services at the times and frequency specified in Appendix A. These activities include ongoing collection and hosting of system monitoring data and remote monitoring in Operator's operations center. The Monitoring Services shall include the supply of any and all labor, materials, equipment and supervision required for the full and complete performance of such Monitoring Services.

(q) Operations & Maintenance Services ("O&M Services"). Operator shall perform the O&M Services at the times and frequency specified in Appendix A. These activities include site maintenance, preventive maintenance, corrective maintenance, warranty and spare parts management. The O&M Services shall include the supply of any and all labor, materials, equipment and supervision required for the full and complete performance of such O&M Services.

(r) Other Information. Each of the Parties shall promptly submit to other any material information concerning new or significant aspects of the Project's activities and, upon request, shall promptly submit any other information concerning the Projects or the Management Services.

Section 3.2 *Further Clarifications.* Operator shall only perform the Management Services as expressly set forth in Section 3.1 of this Agreement. For avoidance of doubt, the following shall not be an obligation of Operator and are excluded from the Management Services: (i) the compensation, liability, guarantees or responsibility for the financial outcomes, functioning or performance of the equipment or the Projects, except as otherwise expressly provided in this Agreement. Notwithstanding anything herein to the contrary, Operator shall not take any action or provide any service with respect to the Managed Entities that requires the consent of the Managed Entities' shareholders or unitholders, as applicable, under its organizational documents unless the Owner first certifies in writing to Operator that such consent has been obtained. Operator may in its sole discretion retain subcontractors or Service Providers to provide any Management Service pursuant to this Agreement; provided that (a) Operator shall be responsible for any such subcontractor's performance of Management Services as if they had been performed by Operator, (b) any such subcontractors shall be retained solely by Operator, and the Owner shall have no obligation to pay any of Operator's subcontractors or otherwise render performance under this Agreement to any person or entity other than Operator and (c) any such services shall be at no extra cost to the Owner.

Section 3.3 *Projects.* The Parties may from time to time agree to execute an instrument to add or remove Projects from Appendix C hereto and associated Managed Entities. Upon the execution of such instrument, such Projects and associated Managed Entities shall be subject to or cease to be subject, as applicable, this Agreement.

Section 3.4 - Standards for Performance of the Services; Workmanship Warranty.

(a) **Standards for Performance of the Services.** Operator shall perform the Management Services required under this Agreement, including those set forth in Appendix A, in a prudent, reasonable, and efficient manner and in accordance with (i) Applicable Law, (ii) Prudent Industry Practices, (iii) the Material Contracts, (iv) the applicable Warranties so that such Warranties are not voided (so long as Owner's directives or actions do not void such Warranties) for so long as such Warranties are valid and have not expired, and (v) the applicable insurance policies specified in Article 8 of this Agreement.

(b) **Workmanship Warranty.** In addition to the foregoing, Operator warrants that it shall perform the O&M Services and Additional Services in a good and workmanlike manner and such O&M Services and Additional Services shall be free from defects in workmanship for a period of twelve (12) months after the completion of any such warranty repair, O&M Services or Additional Service. If Operator fails to meet the workmanship warranty contained in this Section 3.4 (b), upon notification by Owner to Operator after the discovery and before the end of such twelve (12)-month warranty period of any defect or deficiency in the O&M Service or Additional Service, Operator shall perform, as Owner's sole and exclusive remedy, at Operator's own cost and expense and without additional charge to Owner, the services necessary to repair, re-perform, or otherwise correct any such defect or deficiency promptly and within a reasonable time, even if such performance to address such defect or deficiency shall exceed such twelve (12)-month warranty period.

Section 3.5- No Liens or Encumbrances. Operator shall maintain the Project free and clear of all liens and encumbrances resulting from any action of Operator or work done at the request of Operator, except for such liens or encumbrances that result directly from nonpayment by Owner of amounts due and owing to Operator under this Agreement.

Section 3.6 - No Action. Except where such action is expressly permitted by this Agreement, Operator shall not take any action that would cause a default under any Material Contract.

Section 3.7 - Emergency Action. If an emergency endangering the safety or protection of persons, the Project, or property located near the Project occurs, Operator shall promptly notify Owner and take all necessary action to attempt to prevent or mitigate any such threatened damage, injury or loss. Operator shall make reasonable efforts to minimize any cost associated with remedial action in case of such an emergency, however, such costs will be borne by the Owner except to the extent such emergency is the result of negligence or misconduct on the part of Operator or Operator's Service Providers or other actors for whom Operator is responsible hereunder.

Section 3.8 - Action in Extraordinary Circumstances. In the event that

(A) the Project or major Project equipment suffers an unplanned outage (or Operator reasonably believes that such an occurrence is imminent), and

(B) Operator has made reasonable, but unsuccessful, efforts to notify and communicate with Owner regarding such occurrence or imminent occurrence in accordance with the terms of this Agreement, then Operator shall

- (i) take all necessary action to prevent or to mitigate such unplanned outage,
- (ii) make reasonable efforts to minimize any cost associated with such remedial action,
- (iii) continue to attempt to notify and communicate with Owner regarding the occurrence and the remedial action

ARTICLE 4 OWNER RESPONSIBILITIES

Section 4.1 - *Information*. Owner shall provide Operator with all vendor manuals, equipment, materials and Spare Part lists, Project data books and drawings which are provided to Owner pursuant to any Material Contract or by any contractor responsible for construction, installation, repair or maintenance of the Project or a part thereof. Subject to the standards of performance set forth in Section 3.4, Operator shall be entitled to rely upon such information in performance of the Management Services. Owner shall also provide Operator with copies of all Material Contracts and any amendments thereto and any other documents that define the Projects' operating requirements.

Section 4.2 - *Overhaul of Major Equipment and Capital Improvements*. The cost of all major equipment teardowns and overhauls and all capital improvements shall be the responsibility of Owner. Operator shall promptly notify Owner in writing of any such teardowns and overhauls of major equipment or capital improvements that Operator believes are necessary or advisable together with a proposed schedule for completing such repairs or improvements. If Owner has otherwise consented in writing to reimburse Operator for such costs, Operator shall schedule, coordinate, contract and oversee the performance of such activities. Operator also shall be responsible for monitoring and enforcing contract compliance by the contractor performing such work, including taking such steps, short of litigation, to enforce any warranties granted to Owner by such contractor.

Section 4.3 – *No Liability*. The Owner acknowledges and agrees that Operator shall have no liability or obligation under this Agreement to provide services other than as set forth in Section 3.1 or Appendix A or take on any responsibility, in any way (whether for services, financial, commercial or advisory), related to the profits or losses, performance of the equipment or Projects or operation related to the equipment, warranties or the Projects.

Section 4.4 - *Notice of Damage*. The Owner shall promptly notify Operator of any matters it is aware of pertaining to any damage to or loss of the use of the Projects or that could reasonably be expected to adversely affect the Projects.

Section 4.5 – *The Owner’s Continued Responsibilities for the Project*. The Owner agrees and acknowledges that it retains full responsibility for any services or matters outside or beyond the scope of the Management Services in connection with its ownership, operation and maintenance of the Projects, including that the Owner retains full responsibility for parts or equipment procurement, equipment replacement (in any manner whatsoever), guarantees or warranties related to equipment, workmanship or installation issues with the equipment or Projects, performance issues related to the equipment or Projects, and any profits, losses or damages associated with the Projects. The Owner also accepts and acknowledges that pursuant to this Agreement, Operator is only responsible to provide the specified Management Services expressly set forth in this Agreement, and the Owner will not seek recompense or file any claims against Operator related in any way to any services that are not specifically included as Management Services. In addition, except as otherwise provided for in Section 3.1 or Appendix A, the Owner accepts and acknowledges that it is solely responsible for (a) the security of the Projects or surveillance monitoring services, including any thefts by third parties of equipment, components or any asset associated with the Projects, (b) the proper functioning of the equipment at the Projects, including any warranties, any workmanship issues or equipment defects, (c) the energy output of the equipment and/or any power performance issues of the Projects, (d) design, engineering, procurement or installation issues associated with the Projects, (e) its relationship with and management (including any liabilities) of a construction contractor or any manufacturer-provided equipment related to the Projects, and (f) the financial responsibility for the Projects and the replacement of any equipment or parts, including replacement of any module or inverter, and lost revenue, lost profits and other risks in owning and operating the Projects.

ARTICLE 5 COMPENSATION AND PAYMENT

Section 5.1 - *Payments*. As compensation to Operator for performance of the Management Services hereunder, Owner shall pay Operator an annual operating services fee in the amounts set forth on Appendix C with respect to such Project (the “**Management Services Fee**”), calculated based on the original Commencement Date, or a pro rata portion thereof in the case of a Contract Year of less than 12 months. In addition, Owner shall (at Owner’s Option) either (i) reimburse Operator, in the manner and at the times specified in this Article 5, as modified from time to time, for all Reimbursable Costs or (ii) pay such Reimbursable Costs directly to the applicable third parties.

Section 5.2 – *Management Services Fee*. The Management Services Fee shall be paid by the Owner on a monthly (12x/year) basis, with the first monthly installment of the Management Services Fee due upon the earlier of thirty (30) days after the Commencement Date for such Project or the last business day of the then-current calendar month. Each following monthly installment shall be due on the first business day of each calendar month during the Term. Effective as of the second January 1

occurring after the Effective Date, and on each subsequent January 1 thereafter, the Management Services Fee with respect to each Project shall be increased by the percentage set forth on Appendix C with respect to such Project.

Section 5.3 - *Reimbursable Costs*. Owner shall reimburse Operator for all third-party costs incurred by Operator in performing the Management Services. Owner's obligation under this provision is subject to (i) Owner's express approval of the costs in writing, or (ii) Operator incurring costs in accordance with Section 3.7 (*Emergency*), or 3.8 (*Extraordinary Circumstances*). Expenditures made by Operator that are required to comply with any Law applicable to the Management Services or to the Project, shall be approved and reimbursed by Owner. Subject to Owner's right to modify the provisions of this Section 5.3 from time to time upon the reasonable request of the Lenders, Owner shall pay Reimbursable Costs as follows:

(a) Operator shall submit to Owner a statement of receipts and disbursements, in detail satisfactory to Owner, together with supporting documentation. Owner shall upon approval reimburse the Operator with the appropriate amount within 15 days.

(b) Operator shall not incur Reimbursable Costs unless permitted by Sections 3.7 (*Emergency*) or 3.8 (*Extraordinary Circumstances*) or be deemed necessary to assure proper system performance and safety. If Owner refuses to authorize expenditures, Operator shall be relieved of those duties or obligations of this Agreement that cannot be performed without the expenditures Owner refuses to approve and damages that may arise as a result thereof.

(c) In all cases, Operator shall use reasonable commercial efforts to mitigate any adverse effect from Owner's refusal to authorize expenditures. Owner's reimbursement of any cost related to the Management Services shall not be construed as Owner's approval or acceptance of the Management Services.

Section 5.4 - *Adjustments and Conditions*. Notwithstanding the payment of any amount pursuant to the foregoing provisions, Owner shall remain entitled to conduct a subsequent audit and review of all Reimbursable Costs incurred and paid by Owner and of any supporting documentation for a period of 60 days after submitting the Reimbursable Costs. If such audit and review show that any amount previously paid by Owner to Operator did not constitute a Reimbursable Cost, Owner may (a) recover such amount from Operator or (b) deduct or set off such amount from any payment that thereafter may become due to Operator.

Section 5.5 - *Billing and Payment*. Operator shall submit the receipts and disbursements showing Reimbursable Costs for such month in accordance with Subsection 5.3(a). Within 15 days after receipt of any such invoice, Owner shall:

(a) Pay Operator the sum specified in such invoice, less (i) any amounts previously deposited with Operator relating to such invoice, and (ii) any portion of such invoice amount that Owner disputes in good faith or is permitted to offset under this Agreement; and

(b) With respect to any disputed portion of such invoice, provide Operator with a written statement explaining, in reasonable detail, the basis for such dispute. The Parties shall attempt to resolve any such disputed portion in accordance with Article 13.

Section 5.6 – *Additional Services Cost*. Any Additional Services above and beyond the Management Services, including, without limitation, the scope, all associated costs and expenses, and the type of personnel designated to perform such Additional Services, must be pre-approved by Owner in writing prior to the performance of any such Additional Services. Upon Owner’s prior written approval, Operator shall perform such Additional Services in accordance with the standards, terms and conditions required hereunder for Operator’s performance of the Management Services, provided that nothing herein shall prohibit Owner from contracting with another service provider for the provision of such additional services. Owner will compensate Operator for its provision of Additional Services (a) in connection with Operator’s labor, at the applicable hourly rate set forth in Appendix B; (b) in connection with Operator’s direct costs and expenses, by reimbursing Operator for any such costs and expenses incurred by Operator plus fifteen percent (15%) (“**Cost Plus**”); and (c) in connection with Operator’s provision and/or installation of equipment for an amount as may be mutually agreed by the Parties. For the avoidance of doubt, as between Owner and Operator the cost of replacement of Project major equipment and materials, excluding consumables, tools and Spare Parts, shall be borne solely by Owner, and Operator may, at its sole discretion, require Owner to pay for any such Project equipment or material rather than paying for same and seeking reimbursement pursuant to Section 5.

Section 5.7 - *Interest*. Any amount owed to either Party under this Agreement by the other Party which remains unpaid more than 30 days after the date such amount is due and payable shall accrue interest at a rate per annum equal to the prime rate of interest charged by the Royal Bank of Canada plus 3.0%.

Section 5.8 – *Method of Payment*. The Owner shall cause payments for all amounts under this Agreement to be made by check or electronic funds transfer in immediately available funds to the account designated by Operator.

Section 5.9 – *Review of Management Services Fee and Additional Services Cost*. If after the Effective Date, any judicial judgment, regulation or similar change in law increases or decreases the costs to Operator of providing the Management Services by more than 15% the Management Services Fee will be equitably increased (upon prior written approval of the Owner) or decreased to reflect the increased or decreased costs that result from such change in law. If the Owner and Operator cannot mutually agree on a revised Management Services Fee within thirty (30) days of the Owner’s receipt of the increased costs notice, then the specific Management Service(s) for which cost of performance has been affected shall no longer be part of the Management Services for all purposes hereof. The Owner may seek bids from qualified third parties to perform the services that are affected by the change identified in the increased costs notice. In such event, the Owner may select a bidder to perform such services and such services shall be

deemed to be Additional Services; provided that the costs charged by such bidder to perform such services are at least five percent (5%) less than the additional incremental costs identified by Operator in the applicable increased costs notice, and Operator will manage and coordinate with such selected third party but will not be liable (in any way) for the services performed by such selected third party on behalf of the Owner. Notwithstanding anything in this section, a judicial judgment, regulation or similar change in law shall not result in an increase or decrease in the Management Services Fee if it relates to (i) income or franchise taxes, duties, imposts, fees, royalties, levies, tariffs or similar charges, (ii) taxes, duties, imposts, fees, royalties, levies, tariffs or similar charges based on the importation or exportation of any item or service for which Operator is responsible hereunder.

ARTICLE 6 LIMITATIONS ON AUTHORITY

Section 6.1 - *General Limitations*. Notwithstanding any provision in this Agreement to the contrary, unless previously approved by Owner in writing, Operator and any employee, representative, contractor or other agent of Operator are prohibited from taking the specified actions with respect to the matters indicated below.

(a) Disposition of Assets. Sell, lease, pledge, mortgage, convey, or make any license, exchange or other transfer or disposition of any property or assets of Owner, including any property or assets purchased by Operator where the purchase cost is a Reimbursable Cost provided that a security interest may attach to such property until the Reimbursement Cost thereof is reimbursed by the Owner upon which such security interest must automatically release and be discharged against such property or assets;

(b) Contract. Make, enter into, execute, amend, modify or supplement any contract or agreement (i) on behalf of, in the name of, or purporting to bind Owner or Project Company or (ii) that prohibits or otherwise restricts Operator's right to assign such contract or agreement to Owner at any time;

(c) Expenditures. Make or consent or agree to make any expenditure for equipment, materials, assets or other items which would be a Reimbursable Cost; provided, however, that solely in connection with actions taken by Operator pursuant to Sections 3.7 (*Emergency*) and 3.8 (*Extraordinary Circumstances*), Operator may, without prior approval from Owner, make expenditures as provided herein;

(d) Other Actions. Take or agree to take any other action that materially varies from the requirements of any Material Contract;

(e) Lawsuits and Settlements. Settle, compromise, assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by, Owner or Operator, the cost of which, in the case of Operator, would be a Reimbursable Cost hereunder, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;

(f) Liens. Create, incur or assume any lien upon the Project or Project Company;

(g) Transactions on Behalf of Others. Engage in any other transaction on behalf of Owner or any other person or entity not expressly authorized by this Agreement or that violates Applicable Laws, this Agreement or any Material Contract; or

(h) Agreements. Enter into any agreement to do any of the foregoing.

Section 6.2 - *Execution Of Documents*. Any agreement, contract, notice or other document that is expressly permitted hereunder (or under written approval of Owner) to be executed by Operator shall be executed by the authorized representative of Operator or, subject to prior written notice to Owner, by such other representative of Operator who is authorized and empowered by Operator to execute such documents.

ARTICLE 7 TERMINATION

Section 7.1 - *Immediate Termination By Owner*. Subject to the terms of any Material Contracts, Owner may terminate this Agreement immediately (i) upon the Bankruptcy of Operator or (ii) upon the occurrence of a Force Majeure Event that is not remedied within 120 days of its initial occurrence. If the Agreement is terminated by Owner pursuant to Section 7.1(i) or 7.1(ii), Operator shall be compensated for all Reimbursable Costs incurred by Operator to and including the date of termination. In addition, if the Agreement is terminated by Owner pursuant to Section 7.1(ii), Operator shall be paid all due and outstanding Management Services Fee and Additional Services to and including the date of the Force Majeure Event.

Section 7.2 - *Termination Upon Notice By Owner*. Subject to the terms of any Material Contracts, Owner may terminate this Agreement upon 10 days prior written notice to Operator in the event (i) that Operator violates, or consents to a violation of, any Applicable Laws applicable to the Management Services, Additional Services or the Project, where the violation has or may have a material adverse effect on the maintenance or operation of the Project or Owner's interest, and Operator does not cure such violation within 30 days (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind), or (ii) of a material breach by Operator in the performance of its obligations under this Agreement (including, for certainty, performance of the Management Services), if Operator does not cure such breach within 30 days from the date of Operator's receipt of notice from Owner demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided Operator diligently commences and pursues such cure and indemnifies Owner for all related costs, of whatever kind). If the Agreement is terminated by Owner pursuant to this Section 7.2, Operator shall be compensated for all Reimbursable Costs incurred and provided by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of termination; provided that Owner shall be entitled to set off any amounts owing by Operator hereunder against any of such amounts payable by Owner to Operator.

Section 7.3 - *Other Termination Upon Notice By Owner.* Subject to the terms of any Material Contracts, Owner may terminate this Agreement with not less than three month's prior written notice to Operator, upon the occurrence of (a) a sale or transfer by Owner of its rights in the Project or a sale or transfer of all or substantially all of the assets of or interests in Owner; or b) a determination by Owner that it does not wish to extend this agreement pursuant to Section 1.2 and in such case to be effective upon expiry of the then current term. If the Agreement is terminated by Owner pursuant to this Section 7.3, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of such termination under this Section 7.3.

Section 7.4 - *Termination By Owner Without Cause.* Prior to expiration of the Term per Section 1.2, Owner reserves the right to terminate this Agreement without cause upon 90 days written notice to Operator. If the Agreement is terminated by Owner pursuant to this Section 7.4, Operator shall be compensated for all Reimbursable Costs incurred by Operator and all due and outstanding Management Services Fee and Additional Services to and including the date of such termination under this Section 7.4. Such payments, together with the termination payment set forth in Section 7.7, shall be Operator's sole remedy in respect of such termination and shall be made by Owner within 30 days of receipt of a final invoice from Operator.

Section 7.5 - *Termination By Operator.* Subject to the terms of this Agreement, Operator may terminate this Agreement for cause upon 15 days prior written notice to Owner in the event of: (i) Owner's Bankruptcy; or (ii) Owner's failure to perform in a timely manner any of its material obligations under this Agreement and such failure is not cured within 30 days of Owner's receipt of a notice from Operator demanding cure (or, if not curable within 30 days, within such period of time as is reasonably necessary, but in no event more than 90 days, provided that Owner diligently commences and continues to pursue such cure).

Section 7.6 - *Project Condition At End Of Term.* Upon expiration or termination of this Agreement, Operator shall remove its personnel from the Project. Operator shall leave the Project in as good condition as it was on the Effective Date, normal wear and tear and casualty excepted. Operator shall be paid all unpaid Reimbursable Costs and Additional Service Fees. All special tools, improvements, inventory of supplies, Spare Parts and safety equipment, in each case to the extent that they have been billed as Reimbursable Costs, Operating Procedures outlines or manuals, operating logs, records and documents maintained by Operator pursuant to Section 3.1 and any other items furnished and paid on a Reimbursable Cost basis under this Agreement will be left at the Project and will become or remain the property of Owner without additional charge. Owner shall also have the right, in its sole discretion, to assume and become liable for any contracts or obligations that Operator may have undertaken with third parties in connection with the Management Services. Operator shall cooperate in taking all reasonable steps requested by Owner required to effect the assumption of the contracts, provided that Owner agrees to indemnify and hold harmless Operator for all liabilities

arising out of events and obligations arising from the assumption of contract rights and obligations after the date of any such assumption. Operator shall use commercially reasonable efforts to cooperate with Owner or a succeeding operator to assure that the operation, maintenance, and management of the Project are not disrupted.

Section 7.7 - Termination Payment.

(a) Defined Terminations. In the event of a termination of this Agreement pursuant to the above Sections 7.1 (ii), 7.3 (a), 7.3 (b) or 7.4, Operator shall be entitled, in addition to all other amounts due under this Agreement as of the date of termination, to all costs which are incurred with the prior written approval of Owner. Subject to Owner's right to conduct a subsequent audit and review pursuant to Section 7.7(b), such amounts shall be due and payable by Owner within 30 days of Operator's submission of an invoice, which invoice shall include a statement of all such costs and expenses. Owner shall pay any and all legal costs incurred by Operator to collect payments under this Section 7.7.

ARTICLE 8 INSURANCE

Section 8.1 - Coverage.

(a) Obligation to Obtain. Owner and Operator shall obtain and maintain the insurance set forth in Sections 8.1(b) and 8.1(c) at their sole cost and expense. Such insurance may be maintained under individual or blanket insurance policies.

(b) Operator Coverage. Operator shall maintain during the term of this Agreement the insurance described below with insurance companies acceptable to Owner and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage in an amount not less than \$5,000,000. Such coverage shall be primary and non-contributory and maintain a cross liability clause.

(ii) Automobile Liability Insurance: Automobile liability insurance with limits of liability no less than \$5,000,000 per occurrence. Such coverage shall protect against claims for personal injury (including bodily injury and death) or property damage arising out of the use of all owned, leased, non-owned and hired motor vehicles, including loading and unloading, and containing appropriate no-fault insurance provisions where applicable.

(iii) Workers' Compensation Insurance: Workers' compensation insurance as required by applicable laws, including employer's liability insurance for all employees of Operator.

(iv) Excess Liability Insurance: Excess liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in the foregoing subsections (i), and (ii) in an amount which in aggregate with such insurance will provide \$5,000,000 of coverage on a per occurrence basis in total liability limits combined.

The amounts of insurance required in the foregoing subsections (i), (ii), (iii) and (iv) may be satisfied by Operator purchasing coverage in the amounts specified or by any combination thereof, so long as the total amount of insurance meets the requirements specified.

(v) The General Liability insurance and Excess Liability insurance if applicable required to be maintained by Operator shall provide for waivers of subrogation in favor of Owner, their Lenders and assigns and shall name the Owner, Lenders and assigns as Additional Insureds for vicarious liability arising out of the Operator's operations included within this Agreement.

All policies of insurance required to be maintained pursuant to Section 8.1 shall include a provision that bars any cancellation in a manner that affects the interests of Owner, without 60 days prior written notice to Owner, except for termination for non-payment of premium which shall require 15 days prior written notice to Owner.

(c) Owner Coverage. Owner shall maintain from and after the date of this Agreement the insurance described below and with limits and coverage provisions not less than the limits and coverage provisions set forth below:

(i) General Liability Insurance: Liability insurance on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage in an amount not less than \$5,000,000. Such coverage shall be primary and non-contributory and maintain a cross liability clause

(ii) Property Damage. Property insurance on all equipment relating to the Projects to the full replacement cost thereof with no deduction for depreciation or co-insurance clause.

(d) The General Liability insurance and Excess Liability insurance if applicable required to be maintained by Owner shall provide for waivers of subrogation in favor of Operator, and shall name the Operator, as an Additional Insureds for vicarious liability.

(e) Cost. All costs incurred by Operator with respect to payment of any deductible relating to the insurance coverage set forth in Section 8.1(c) (excluding, for certainty, insurance to be maintained by Operator pursuant to Section 8.1(b)) -- except as set forth in Section 8.3 (*Payment of Deductible Amounts*) or Section 9.1(a) (*Indemnification by Operator*) -- or any losses in excess of insurance coverage --except as set forth in Section 9.1(a) -- shall be deemed Reimbursable Costs.

Section 8.2 - *Certificates*. On or before the date on which insurance must be provided, each Party shall furnish certificates of insurance to the other Party evidencing the insurance required pursuant to this Agreement. Each Party shall cooperate with the other to ensure collection from insurers for any loss under any such policy.

Section 8.3 - *Payment Of Deductible Amounts.* Notwithstanding which Party hereto shall have purchased, or been responsible for the purchase of, any insurance in respect of the Project or otherwise referred to in this Agreement, Operator shall promptly pay to Owner any deductible amount related to any claim against or other cost to Owner covered under any such insurance policy which arose due to the gross negligence, fraud or willful misconduct of Operator.

ARTICLE 9

INDEMNIFICATION AND LIABILITIES

of insurance

Section 9.1 - *Indemnification.*

(a) Indemnification by Operator. Operator shall indemnify, defend and hold harmless Owner, the Managed Entities, the respective shareholders or unitholders thereof, and their respective officers, directors, employees, agents, Affiliates and representatives (the "**Owner Indemnified Parties**"), from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any breach by Operator or any actor for whom Operator is responsible hereunder or at law of any of Operator's obligations hereunder or any gross negligence, fraud or willful misconduct of Operator or anyone acting on Operator's behalf or under its instructions in connection with this Agreement and Operator's obligations hereunder. Any costs or expenses incurred by Operator pursuant to its indemnity obligations under this Section 9.1(a), including the cost of deductibles with respect to the insurance maintained by Operator (or Owner arising out of gross negligence, fraud, or willful misconduct of Operator pursuant to Section 8.3) or losses in excess of such insurance coverage required to be maintained by the Operator under Section 8.1(b), shall not constitute a Reimbursable Cost under this Agreement.

(b) Indemnification by Owner. Owner shall indemnify, defend and hold harmless Operator, its officers, directors, employees, agents, Affiliates and representatives (the "**Operator Indemnified Parties**") from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with, but only to the extent of, any gross negligence, fraud or willful misconduct of Owner or anyone acting on Owner's behalf or under its instructions (other than Operator and its suppliers, subcontractors, vendors, and their subcontractors and vendors and any employee or agent of the foregoing), in connection with this Agreement and Owner's obligations hereunder.

Section 9.2 - *Environmental Liability.*

(a) Operator Liability. Operator shall not be responsible for claims directly or indirectly related to Hazardous Materials present at the Project, except to the extent Operator or actor for whom Operator is responsible acted with respect to such materials in a grossly negligent manner or to the extent such materials were brought onto a Project site by Operator or an actor for whom Operator is responsible. Owner shall defend, indemnify and hold Operator harmless against such claims, except to the extent such claims arise from Operator's (or actor for whom Operator is responsible) grossly negligent or intentional acts or to the extent such Hazardous Materials were brought onto the Project site by Operator (or actor for whom Operator is responsible).

(b) Owner Liability. Owner shall not be responsible for claims directly related to Hazardous Materials at the Project arising out of the grossly negligent or intentional acts of Operator or related to Hazardous Materials which are brought onto a Project site by Operator or an actor for whom Operator is responsible. This provision of the Agreement shall not be construed to require Operator to take corrective action with respect to any hazardous materials at the Project before the date of this Agreement.

(c) Governmental Actions. If action is required at the Project to comply with any applicable environmental laws or other requirements as per Material Contracts beyond the Management Services during the term of this Agreement, Owner (with Operator's assistance) shall be responsible for the costs of compliance except to the extent resulting directly from action or omission on part of Operator or an actor for whom Operator is responsible. Costs for such compliance action shall only be incurred by Operator only with Owner's prior written consent, unless a Governmental Authority requires Operator to incur such costs and expenses prior to obtaining such written consent. In either case, such costs shall be a Reimbursable Cost.

ARTICLE 10 LIMITATIONS OF LIABILITY

Section 10.1 - Limitations Of Liability.

(a) Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, Operator and Owner each agree not to assert against the other any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the other Party or any third-party engaged by such other party under this Agreement, and each Party hereto waives any such claim, demand or suit against the other in connection with this Agreement.

(b) Damages Limited to Management Services Fee. The aggregate liability of Operator (except for those claims that are subject to the provisions of Section 9.1(a) (*Indemnification by Operator*) or covered by the insurance set forth in Article 8, and then only to the extent such claims are actually covered thereby, after giving effect to any deductibles, exclusions, limits, or self-insured retentions thereunder) with respect to claims of Owner arising out of the performance or nonperformance of obligations under this Agreement shall in no event exceed, during any Contract Year, the Management Services Fee payable to Operator during such Contract Year plus the amount necessary to satisfy Operator's indemnification responsibilities under Article 9.

(c) Personal Liability Limited. Operator and Owner each understand and agree that there shall be absolutely no personal liability on the part of any of the shareholders, unitholders, partners, officers, employees, directors, agents, authorized representatives or Affiliates of Owner or Operator for the payment of any amounts due hereunder, or performance of any obligations hereunder. Operator shall look solely to the assets of Owner for the satisfaction of each and every remedy of Operator in the event of any breach by Owner. Owner shall look solely to the assets of Operator for the satisfaction of each and every remedy of Owner in the event of any breach by Operator.

(d) Survival. The Parties further agree that the waivers and disclaimers of liability, indemnities, releases from liability, and limitations on liability expressed in this Agreement shall survive termination or expiration of this Agreement, and shall apply at all times (unless otherwise expressly indicated), regardless of fault, negligence, strict liability, or breach of warranty of the party indemnified, released or whose liabilities are limited, and shall extend to the shareholders, unitholders, partners, principals, officers, employees, controlling persons, executives, directors, agents, authorized representatives, and affiliates of such Party.

(e) Exclusivity. The provisions of this Agreement constitute Operator's and Owner's exclusive liability, respectively, to each other, and Operator's and Owner's exclusive remedy, respectively, with respect to the Management Services to be performed hereunder and Owner hereby releases Operator performing Management Services hereunder, and Operator hereby releases Owner performing its obligations hereunder, from any further liability.

ARTICLE 11 CONFIDENTIALITY

Section 11.1 - *Operator*. Operator agrees to hold in confidence for a period of two years, or longer if required by law, from the date of disclosure, any information supplied to Operator by Owner or others acting on its behalf. Operator will use discretion in sharing information as deemed necessary to share with subcontractors, vendors, suppliers, employees, and homeowners.

Section 11.2 - *Owner*. Owner agrees to hold in confidence for a period of two years, or longer if required by law, from the date of disclosure, any information supplied to Owner by Operator or others acting on its behalf, provided that Owner may disclose such information as is required by Lenders (including their agents and advisors).

Section 11.3 - *Exceptions*. The provisions of this Article shall not apply to information that was in the public domain, was already in the receiving Party's possession, or was received lawfully and free of any obligation to treat it as confidential.

Section 11.4 - *Required Disclosure*. If a receiving Party or any of its respective representatives is required by applicable law to disclose any of the information that is otherwise required to remain confidential pursuant to this Article 11, the receiving Party will notify the other Party promptly in writing so that the other Party may seek a protective order or other appropriate remedy (which the receiving Party will not oppose), or, in the other Party's sole discretion, waive compliance with the terms of this Agreement.

ARTICLE 12 TITLE, DOCUMENTS AND DATA

Section 12.1 - *Materials And Equipment*. Title to all materials, equipment, tools, supplies, consumables, spare parts and other items purchased or obtained by Operator on a Reimbursable Cost basis hereunder shall pass immediately to and vest in Owner upon

the passage of title from the vendor or supplier thereof provided payment of such Reimbursable Cost has been made by Owner and provided further however, that such transfer of title shall in no way affect Operator's obligations as set forth in this Agreement.

Section 12.2 - *Documents*. All materials and documents prepared or developed by Operator, its employees, representatives or contractors specifically in connection with the Projects as opposed to for its operations generally or performance of the Management Services, including all manuals, data, drawings, plans, specifications, reports and accounts, will become Owner's property once full payment is received. Operator, its agents, employees, representatives, or contractors shall not use such materials and documents for any purpose other than performance of the Management Services, without Owner's prior written approval. All such materials and documents (including copies of materials and documents used in operations generally when providing the Management Services), together with any materials and documents furnished to Operator, its agents, employees, representatives, or contractors by Owner, shall be delivered to Owner upon expiration or termination of this Agreement and before final payment is made to Operator.

Section 12.3 - *Review By Owner*. All materials and documents referred to in Section 12.2 hereof shall be available for review by Owner or Lenders (including their agents or advisors) at all reasonable times during development and promptly upon completion. All such materials and documents required to be submitted for approval by Owner shall be prepared and processed in accordance with the requirements and specifications set up by the Parties acting reasonably. However, Owner's approval of materials and documents submitted by Operator shall not relieve Operator of its responsibility for the correctness thereof or of its obligation to meet all requirements of this Agreement.

Section 12.4 - *Proprietary Information*. Where materials or documents prepared or developed by Operator or its agents, employees, representatives or contractors contain proprietary information, systems, techniques, or know-how acquired from third parties by Operator or others acting on its behalf, such persons or entities shall retain all rights to use or dispose of such information, provided, however, that Owner shall have the right to the same to the extent necessary for operation or maintenance of the Project.

Section 12.5 - *Data*. Owner acknowledges that certain Project includes monitoring and other Data-generating equipment, and that, subject to the compatibility of a Project, Operator shall remotely monitor energy production and other characteristics of such Project and its Premises. Owner shall own the Data. Owner hereby irrevocably and perpetually grants Operator and its Affiliates consent, license and permission to retain, copy, reproduce, alter, aggregate, use, distribute and make available to third parties Data to perform its obligations hereunder and otherwise to further its business purposes, including for research and development, data analysis, marketing, and to improve upon, develop and offer new products and service offerings. In the event that Operator distributes or makes available Data to third parties that are not Operator's Affiliates, such Data shall be in a format that is aggregated and anonymized and does not directly or indirectly externally identify the Owner or its Premises except: (i) when the third party is an industry certification program administrator, or a service provider, vendor, outsourcer, or other representative or agent of Operator who shall not have permission to use the

Data other than for purposes of providing services to Operator or otherwise at Operator's direction and shall be subject to commercially reasonable confidentiality provisions, (ii) as otherwise required by Applicable Law, and (iii) to cooperate with law enforcement and regulatory requests, subpoenas, judicial or administrative orders, warrants and other legal process.

ARTICLE 13 RESOLUTION OF DISPUTES

Section 13.1 - *Resolution Through Discussions*. If any dispute or difference of any kind (a “**Dispute**”) arises between Owner and Operator in connection with, or arising out of, this Agreement, the Owner and Operator within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Owner and Operator shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within 5 Business Days of commencement of discussions, the Dispute shall be referred within 2 Business Days of the lapse of the 5 Business Day period to the responsible senior management of each Party for resolution. Neither Party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Owner and Operator have had at least 5 Business Days to resolve the Dispute following referral of the Dispute to them. If the Parties are unable to resolve the Dispute using the procedure described in this section or if a Party has failed to comply with its obligations as aforesaid, either Party may deliver notice to the other Party of its intent to submit the Dispute to arbitration (“**Arbitration Notice**”). The Arbitration Notice shall include the specific issues concerning the Dispute which must be resolved by the arbitration.

Section 13.2 - *Arbitration*. Any Dispute arising out of, or in connection with, this Agreement and not settled by the procedure prescribed in Section 13.1, shall (regardless of the nature of the Dispute) be finally settled in the province of Ontario by arbitration in accordance with the Arbitration Act (Ontario).

Section 13.3 - *Continued Performance*. During the pendency of any arbitration, Operator and Owner shall continue to perform their obligations under this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Section 14.1 - *Assignment*. Neither Owner nor Operator may assign its rights or obligations under this Agreement without the prior written consent of the other Party hereto, except that this Agreement may be assigned by Owner without such prior consent to any successor of Owner, to a person or entity acquiring all or substantially all of the Project, or to a Lender or any purchaser of the Project upon the exercise of remedies by a Lender with respect to the Material Contracts. Operator hereby consents to the assignment by Owner of a security interest in this Agreement to Lenders. Operator further agrees to execute documentation to evidence such consent reasonably required by

the Lenders typical for project finance. Operator recognizes that such consent may grant certain rights to such Lenders, which shall be fully described in the consent documents, provided that nothing herein shall obligate the Operator to provide any Management Services in addition to those provided to the Owner hereunder.

Section 14.2 - Access to Project.

(a) Operator. The Owner shall provide Operator with access to the Project sites as reasonably necessary to allow Operator to perform the Management Services, including ingress and egress rights to the Projects for Operator and its employees, contractors and subcontractors, and local electric utility personnel.

(b) Cooperation. During any inspection or review of the Project, each of Owner, Lender and their respective agents and representatives shall cause authorized visitors to comply with Operator's safety and security procedures and to conduct such inspection and review in a manner which causes minimal interference with Operator's activities. Operator agrees to cooperate fully with Owner, Lender and their respective agents and representatives in providing requested information and documentation for the support of any financial or legal transactions associated with the Project.

Section 14.3 - Force Majeure. If either Owner or Operator is rendered wholly or partially unable to perform its obligations under this Agreement (other than payment obligations) due to a Force Majeure Event, the Party affected by such Force Majeure Event shall be excused from whatever performance is impaired by such Force Majeure Event, provided that the affected Party promptly, upon learning of such Force Majeure Event and ascertaining that it will affect its performance hereunder, (i) promptly gives notice to the other Party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect and (ii) uses its reasonable commercial efforts to remedy its inability to perform. The suspension of performance shall be of no greater scope and no longer duration than that which is necessary. No obligations of either Party which arose before the occurrence causing the suspension of performance and which could and should have been fully performed before such occurrence shall be excused as a result of such occurrence. The burden of proof shall be on the party asserting excuse from performance due to a Force Majeure Event.

Section 14.4 - Amendments. No amendments or modifications of this Agreement shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

Section 14.5 - Survival. Notwithstanding any provisions herein to the contrary, the obligations set forth in Articles 6, 9, 11 and 13, and the limitations of liabilities set forth in Article 11, shall survive in full force despite the expiration or termination of this Agreement.

Section 14.6 - No Waiver. It is understood and agreed that any delay, waiver or omission by Owner or Operator with respect to enforcement of required performance by the other under this Agreement shall not be construed to be a waiver by Owner or

Operator of any subsequent breach or default of the same or other required performance on the part of Owner or Operator.

Section 14.7 - *Notices*. All notices and other communications (collectively "**Notices**") required or permitted under this Agreement shall be in writing and shall be given to each Party at its address or fax number set forth in this Section 14.7 or at such other address or fax number as hereafter specified as provided in this Section 14.7. All Notices shall be (i) delivered personally or (ii) sent by fax, electronic mail, telegraph, registered or certified mail (return receipt requested and postage prepaid), or (iii) sent by a nationally recognized overnight courier service. Notices shall be deemed to be given (A) when transmitted if sent by fax, electronic mail, or telegraph (provided the transmittal is confirmed) provided notices sent by email shall be deemed delivered when the sender receives an email from the recipient acknowledging receipt, provided that an automatic "read receipt" does not constitute acknowledgment of an email for purposes of this Section, or (B) upon receipt by the intended recipient if given by any other means. Notices shall be sent to the following addresses:

To Operator:

Faisal Shahab
O&M Manager
Company: *Grasshopper Solar Corporation*
Phone: +1 (886) 310 - 1575
Fax: +1 (886) 400 – 7831
e-mail: Faisal.Shahab@grasshoppersolar.com
Address: 5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

With a copy to:

Ryan Ward
Controller
Company: *Grasshopper Solar Corporation*
Phone: +1 (886) 310 - 1575
Fax: +1 (886) 400 – 7831
e-mail: Ryan.Ward@grasshoppersolar.com
Address: 5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

To Owner:

Saied Nadjafi
Executive Chairman
Phone: +1 (886) 310 - 1575

Fax: +1 (886) 400 – 7831
 e-mail: Saied.Nadjafi@grasshoppersolar.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

with a copy to:

Leonid Mednik
 President
 Phone: +1 (886) 310 - 1575
 Fax: +1 (886) 400 – 7831
 e-mail: l.mednik@spowercapital.com
 Address: 5935 Airport Road, Suite 210
 Mississauga, ON L4V 1W5

Section 14.8 - *Fines And Penalties*. If during the term of this Agreement any governmental or regulatory authority or agency assesses any fines or penalties against Operator or Owner arising from Operator's failure to operate and maintain the Project in accordance with Applicable Laws without Owner's prior written consent, such fines and penalties shall, subject to the limitations set forth in Article 10, be the sole responsibility of Operator and shall not be deemed a Reimbursable Cost.

Section 14.9 - *Representations And Warranties*. Each Party represents and warrants to the other Party that:

(a) such Party has the full power and authority to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby;

(b) to the best of such Party's knowledge, the execution, delivery and performance by such Party of this Agreement, does not and will not materially conflict with any legal, contractual, or organizational requirement of such Party; and

(c) there are no pending or threatened legal, administrative, or other proceedings that if adversely determined, could reasonably be expected to have a material adverse effect on such Party's ability to perform its obligations under this Agreement.

Section 14.10 - *Counterparts*. The Parties may execute this Agreement in counterparts, which shall, in the aggregate, when signed by both Parties constitute one instrument. Thereafter, each counterpart shall be deemed an original instrument as against any Party who has signed it.

Section 14.11 - *Governing Law*. This Agreement is executed and intended to be performed in the province of Ontario and the laws of the province and laws of Canada applicable therein shall govern its construction, interpretation and effect.

Section 14.12 - *Partial Invalidity*. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the rest of this Agreement shall remain in full force and effect and in no way be affected, impaired or invalidated.

Section 14.13 - *Captions*. Titles or captions of Sections contained in this Agreement are inserted as a matter of convenience and for reference, and do not affect the scope or meaning of this Agreement or the intent of any provision hereof.

Section 14.14 - *Dollar Amounts*. All amounts of money in this Agreement are denominated in the currency of Canada (written as “**CAD\$**”).

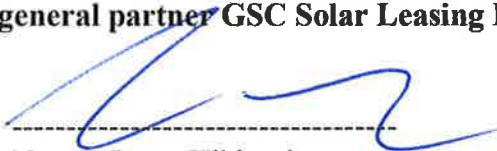
Section 14.15 - *Vendor’s Warranties and Warranty Disclaimers*. For Owner's benefit, Operator shall obtain from sellers of equipment, material, or services (other than the Management Services), warranties against defects in materials and workmanship to the extent such warranties are reasonably obtainable, and, to the extent of any such warranties obtained. Other than the standard of performance set forth in Section 3.4 of this Agreement, Operator makes no express or implied warranties concerning the Management Services provided by it pursuant to this Agreement, including validity or enforceability of any warranty of or regarding the equipment (including defects, proper functioning or power output), warranty claim processing times or responses, amount of any energy, performance output, revenues, profits, energy costs, or savings generated or caused by the Projects, products provided, any implied warranties of merchantability or fitness for a particular purpose, or installation, design, description, quality, completeness or useful life (“**Warranty Disclaimer**”). Any work, services, products or warranties provided by a construction contractor, Project operator, or a manufacturer are not incorporated, in any way, into the Management Services or this Agreement; provided that Operator shall ensure, as reasonably practicable, that the Managed Entities receive the warranties from any subcontractors or Service Providers for any Management Services they provide.

Upon Owner's request, Operator agrees to take such reasonable steps as are necessary, short of litigation, to enforce said warranties provided that the costs any additional steps requested of Operator shall be deemed a Reimbursable Cost. Each such warranty shall be enforceable by Owner for Owner's benefit or assignable by Operator to Owner without any further action or consent by or on the part of any third party. Unless otherwise requested, Operator shall administer such warranties and immediately notify Owner of any defects discovered or suspected that may be covered by such warranties. When requested, Operator shall assign any such warranty to Owner and assist Owner with the administration and enforcement of such warranty, or, if such warranty is not assignable to Owner, assist Owner with the administration and enforcement of such warranty.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers as of the date set forth in the preamble to this Agreement.

**GSC Solar Leasing II LP,
by its general partner GSC Solar Leasing II GP Inc.**

By:



Name: Jason Hibbard

Title: President

Grasshopper Solar Corporation

By:



Name: Ryan Ward

Title: Controller

APPENDIX A
MANAGEMENT SERVICES

**APPENDIX A
MANAGEMENT SERVICES**

Item	Description	Operator		Comments
		AM	O&M	
1.000	Asset Management			
1.100	Technical			
1.101	Oversight / management of Service Providers	X		
1.102	Operating Records and Reports	X		
1.103	Timely dissemination of information to stakeholders	X		
1.104	Review and audit availability & performance guarantee obligations	X		
1.105	Report on overall performance (monthly)	X		
1.106	Oversight & coordination of the handling of claims, warranty obligations.	X		
1.107	Annual reports on all claims	X		
1.108	Managing of key material permits and contracts such as:	X		
	a. FIT and microFIT contracts			
	b. Connection Agreements			
	c. Lease Agreements			
	d. O&M Agreements			
	e. Environmental Permits (where applicable)			
1.200	Financial / Commercial			
1.201	Insurance administration	X		
1.202	Interface with lenders, investors, Governmental Authorities, etc.	X		
1.203	Managed Entity/Project Co. representation	X		
1.204	Processing and handling account receivable and payables	X		
1.205	Bank Accounts and Disbursement of Funds	X		
1.206	Monthly bank account reconciliation, acct's rec., acct's pay.,	X		
1.207	Records of all receipts of expenditures made on behalf of Owner	X		
1.208	Accounting and financial reporting	X		
1.209	Preparing support material for audits	X		Frequency: annually
1.210	Tax preparation/filing/administration	X		
1.211	Corporate tax returns	X		
1.212	HST returns	X		
1.213	45 days after quarter end or within 90 days of the year ending (as applicable), provide	X		Frequency: quarterly and annually
	- status of operations for the period	X		
	- current balance sheets compared to the last Fiscal Year audited balance sheet (i.e. December 31st), including historical quarterly balance sheets (for current Fiscal Year) prepared in accordance with ASPE			
	- current quarterly and year-to-date income statements compared to prior comparable periods prepared in accordance with ASPE			
	- current quarterly and year-to-date monthly cash flow statements compared to prior comparable periods prepared in accordance with ASPE			
	- balance sheet accounts, not limited to other current asset/liabilities, other non-current asset/liabilities, accrued expenses, prepaid expenses, other receivables, etc.;			
1.214	Prepare and submit an annual budget	X		Frequency: annually
1.215	Permits; Regulatory Compliance	X		
2.000	Operations & Maintenance			
2.100	Monitoring Services			
2.101	Remote Collection, hosting and processing of Project monitoring data		X	Routine
2.102	Remote monitoring		X	Routine
2.103	Creation of Service tickets for field service dispatch		X	Routine
2.104	Onsite Communications: Payment of service fee for cellular service to and from the DAS Project gateways.		X	Routine
2.105	Notify Owner of material breakdowns and periods of unavailability of Projects		X	Routine
2.200	General administrative activities & warranty claim administration			
2.201	Project performance supervision		X	Routine
2.202	Warranty administration		X	12 hours/annum/Project
2.203	Preventive Maintenance scheduling		X	
2.204	Review and analysis of equipment failures		X	
2.205	Spare parts		X	
	Maintaining a current inventory of materials and procuring all services, Spare Parts, operational materials, consumables, tools and shop equipment, or any other items or materials required to operate or maintain the Project. Operator will identify required items, cost and quantity.			
2.300	Response and Unplanned Events			
2.301	Response: Dispatch technicians to the applicable Projects in response to an unplanned or planned Project outage or material Project underperformance and notify Asset Management accordingly.		X	Routine
2.302	All communication and Interaction with LDC		X	Routine
2.400	Preventive Maintenance (PM)			
2.401	PM Array		X	Frequency: 1 every 5 years
	• Inspect DC disconnects and combiners			
	• Inspect and, if necessary, re-torque conductors to specifications and tighten wire harness			
	• Visually inspect wire runs/piping/conduit			
	• Visually inspect for corrosion at bussing and exposed electrical connections			
	• Inspect array structure for damage and debris			
	• Vegetation inspection			
2.402	Module Visual Inspection		X	Frequency: 1 every 5 years
	• Top glass inspection			
	• Backsheet inspection			
	• Junction box inspection			
	• Module attachment visual inspection, by sample			
2.600	Corrective Maintenance (CM)			
2.601	Corrective Maintenance		X	As needed
2.602	Removal & Reinstallation		X	Frequency: 1

Notes & Assumptions

- Operator shall perform all necessary corrective maintenance on the solar system, which includes maintenance adjustments, correction of loose electrical connections, ground connections, repair, replacement of defective/broken modules, inverters, modules tracker/racking components, roof and rack repairs, and other non-major repair or replacement work.
- Removal & Reinstallation is considered once during the Term of the Agreement.

APPENDIX B
LABOR RATES¹

Position	Hourly Rate
Master Electrician ²	\$150
Lead Electrician ²	\$125
Journeyman Electrician ²	\$100
Apprentice Electrician ²	\$75
Laborer ²	\$35
Warranty Management (in excess of cap)	\$200
Reporting Analyst	\$125
Legal Support	\$200

Notes

1. Each of the hourly rates set forth in this Appendix are subject to annual escalation as set forth on Appendix C of this Agreement.
2. Rates subject to adjustment for overtime.

APPENDIX C
PROJECTS

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sqm)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/sqm)	Total Management Services Fee (\$/year)	Escalation Rate
250899	247 Resurrection Dr, Kitchener On N2N 312	247 Resurrection Dr, Kitchener On N2N 312	RESI	RoofTop	8.82	31-Aug-17	advance monthly	\$30	264.60	0.50%
236194	24 Castle Harbour Lane, Thornhill On L3T 3A2	24 Castle Harbour Lane, Thornhill On L3T 3A2	RESI	RoofTop	8.82	31-Aug-17	advance monthly	\$30	249.60	0.50%
156920	47 Hepworth Drive, Etobicoke, On M9R 3W1	47 Hepworth Drive, Etobicoke, On M9R 3W1	RESI	RoofTop	7.65	31-Aug-17	advance monthly	\$30	229.50	0.50%
258305	131 Independence Drive, Hamilton On L8W 3C2	131 Independence Drive, Hamilton On L8W 3C2	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
244887	349 Wycroft Blvd, Waterloo On N2T 1X8	349 Wycroft Blvd, Waterloo On N2T 1X8	RESI	RoofTop	8.51	31-Aug-17	advance monthly	\$30	255.15	0.50%
255119	1843 Badgley Dr, Oshawa On L1K 0A5	1843 Badgley Dr, Oshawa On L1K 0A5	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
244979	1659 Third Street, St. Catharines On L2R 6P9	1659 Third Street, St. Catharines On L2R 6P9	RESI	RoofTop	8.51	31-Aug-17	advance monthly	\$30	255.15	0.50%
197772	15 Gatineau Dr, Hamilton On L8T 2W3	15 Gatineau Dr, Hamilton On L8T 2W3	RESI	RoofTop	9.44	31-Aug-17	advance monthly	\$30	283.05	0.50%
229362	932 Basswood Avenue, Oshawa, On L1H 2G7	932 Basswood Avenue, Oshawa, On L1H 2G7	RESI	RoofTop	9.44	31-Aug-17	advance monthly	\$30	283.05	0.50%
250785	347 Delaney Blvd, Hamilton On L8B 2B4	347 Delaney Blvd, Hamilton On L8B 2B4	RESI	RoofTop	8.75	31-Aug-17	advance monthly	\$30	262.35	0.50%
240671	25 Thicketwood Ave, Barrie On L4N 5Y4	25 Thicketwood Ave, Barrie On L4N 5Y4	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
244961	195 Northlake Drive, Waterloo, On N2V 1B7	195 Northlake Drive, Waterloo, On N2V 1B7	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
230856	1687 Arborwood Dr, Oshawa On L1K 0P1	1687 Arborwood Dr, Oshawa On L1K 0P1	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
242466	960 Langford St, Oshawa On L1K 0A5	960 Langford St, Oshawa On L1K 0A5	RESI	RoofTop	8.51	31-Aug-17	advance monthly	\$30	255.15	0.50%
214915	138 Lewdler Drive, Ancaster On L8E 1B6	138 Lewdler Drive, Ancaster On L8E 1B6	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
151660	9 Horn Crt, Stoney Creek, On L8G 4K6	9 Horn Crt, Stoney Creek, On L8G 4K6	RESI	RoofTop	8.06	31-Aug-17	advance monthly	\$30	241.80	0.50%
176573	17 Baker St, Norwood On K0L 2V0	17 Baker St, Norwood On K0L 2V0	RESI	RoofTop	8.32	31-Aug-17	advance monthly	\$30	249.60	0.50%
194043	13 Boltonview Cres, Bolton, On L7E 2H2	13 Boltonview Cres, Bolton, On L7E 2H2	RESI	RoofTop	8.84	31-Aug-17	advance monthly	\$30	265.20	0.50%
250636	141 Frogbow Crescent, Kitchener On N2E 3Z1	141 Frogbow Crescent, Kitchener On N2E 3Z1	RESI	RoofTop	5.57	31-Aug-17	advance monthly	\$30	166.95	0.50%
229633	69 Cosby Avenue, St. Catharines, On L2M 5B7	69 Cosby Avenue, St. Catharines, On L2M 5B7	RESI	RoofTop	5.57	31-Aug-17	advance monthly	\$30	166.95	0.50%
230779	7268 Frontier Ridge, Mississauga, On L5N 7P9	7268 Frontier Ridge, Mississauga, On L5N 7P9	RESI	RoofTop	7.95	31-Aug-17	advance monthly	\$30	238.50	0.50%
240270	6840 Johnson Wagon Cres, Mississauga On L5W 1B1	6840 Johnson Wagon Cres, Mississauga On L5W 1B1	RESI	RoofTop	7.54	31-Aug-17	advance monthly	\$30	226.20	0.50%
233922	120 Palling Avenue, Hamilton, On L8H 514	120 Palling Avenue, Hamilton, On L8H 514	RESI	RoofTop	7.56	31-Aug-17	advance monthly	\$30	226.80	0.50%
240415	1741 Robert Rd, Windsor On N8W 510	1741 Robert Rd, Windsor On N8W 510	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
248860	25 Armstrong Cres, Bradford On L3C 0L1	25 Armstrong Cres, Bradford On L3C 0L1	RESI	RoofTop	9.14	31-Aug-17	advance monthly	\$30	274.05	0.50%
249045	15 Sistine Crt, Hamilton, On L9B 0C4	15 Sistine Crt, Hamilton, On L9B 0C4	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
249519	245 Garner Rd West, Ancaster On L9G 3K9	245 Garner Rd West, Ancaster On L9G 3K9	RESI	RoofTop	9.45	31-Aug-17	advance monthly	\$30	283.50	0.50%
242579	20 Emerald Avenue, Kitchener, On N2A 1X5	20 Emerald Avenue, Kitchener, On N2A 1X5	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
251248	167 East 42nd St, Hamilton On L8T 3A4	167 East 42nd St, Hamilton On L8T 3A4	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
254086	94 Pearl Lake Road, Markham On L6B 0Y2	94 Pearl Lake Road, Markham On L6B 0Y2	RESI	RoofTop	7.56	31-Aug-17	advance monthly	\$30	226.80	0.50%
244860	617 Willow Wood Dr, Waterloo, On N2T 217	617 Willow Wood Dr, Waterloo, On N2T 217	RESI	RoofTop	7.25	31-Aug-17	advance monthly	\$30	217.35	0.50%
255388	45 Farmington Dr, St. Catharines On L2S 3G1	45 Farmington Dr, St. Catharines On L2S 3G1	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
230327	17 Goldfinch Road, Hamilton, On L9A 3V9	17 Goldfinch Road, Hamilton, On L9A 3V9	RESI	RoofTop	6.10	31-Aug-17	advance monthly	\$30	182.85	0.50%
233046	70 Delena Avenue North, Hamilton, On L8H 6B7	70 Delena Avenue North, Hamilton, On L8H 6B7	RESI	RoofTop	6.93	31-Aug-17	advance monthly	\$30	207.90	0.50%
236786	37 Welland St, Welland On L3B 4E3	37 Welland St, Welland On L3B 4E3	RESI	RoofTop	8.51	31-Aug-17	advance monthly	\$30	255.15	0.50%
237407	375 Upper Wentworth Street, Hamilton, On L9A 4T5	375 Upper Wentworth Street, Hamilton, On L9A 4T5	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
498981	43 Torino Dr, Hamilton On L9B 1Y5	43 Torino Dr, Hamilton On L9B 1Y5	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
252924	525 Thorncliffe Pl, Waterloo On N2T 2V9	525 Thorncliffe Pl, Waterloo On N2T 2V9	RESI	RoofTop	8.75	31-Aug-17	advance monthly	\$30	262.35	0.50%
234606	4129 Goldenrod Cres, Mississauga On L5V 3C1	4129 Goldenrod Cres, Mississauga On L5V 3C1	RESI	RoofTop	9.54	31-Aug-17	advance monthly	\$30	286.20	0.50%
250321	71 Sulmona Dr, Hamilton On L8W 3Z3	71 Sulmona Dr, Hamilton On L8W 3Z3	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
231146	131 Stone Church Rd East, Hamilton On L9B 1A8	131 Stone Church Rd East, Hamilton On L9B 1A8	RESI	RoofTop	5.99	31-Aug-17	advance monthly	\$30	179.55	0.50%
250313	19 Bluebell Dr, Markham On L3R 3P8	19 Bluebell Dr, Markham On L3R 3P8	RESI	RoofTop	9.88	31-Aug-17	advance monthly	\$30	298.40	0.50%
234227	138 Robertson Crescent, Kitchener, On N2R 1C7	138 Robertson Crescent, Kitchener, On N2R 1C7	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
236107	140 Ivy Glen Drive, Maple, On L6A 0P2	140 Ivy Glen Drive, Maple, On L6A 0P2	RESI	RoofTop	7.88	31-Aug-17	advance monthly	\$30	236.25	0.50%
236156	45 Edna Street, Kitchener, On N2H 2E2	45 Edna Street, Kitchener, On N2H 2E2	RESI	RoofTop	8.58	31-Aug-17	advance monthly	\$30	257.40	0.50%
237206	59 Chayna Cres, Maple, On L6A 0N1	59 Chayna Cres, Maple, On L6A 0N1	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
237329	166 Glencairn Avenue, Hamilton On L8K 3R8	166 Glencairn Avenue, Hamilton On L8K 3R8	RESI	RoofTop	9.36	31-Aug-17	advance monthly	\$30	274.05	0.50%
238114	7 Greengable Way, Kitchener On N2N 3A7	7 Greengable Way, Kitchener On N2N 3A7	RESI	RoofTop	7.56	31-Aug-17	advance monthly	\$30	226.80	0.50%
238895	1315 Henry Ford Centre Dr, Windsor On N8Y 2T9	1315 Henry Ford Centre Dr, Windsor On N8Y 2T9	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
241045	190 Terra Avenue, Maple On L6A 3H7	190 Terra Avenue, Maple On L6A 3H7	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
241396	41 Windgust Ave, Markham, On L6B 0M6	41 Windgust Ave, Markham, On L6B 0M6	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
250048	338 Corvette St, Welland On L3B 456	338 Corvette St, Welland On L3B 456	RESI	RoofTop	6.93	31-Aug-17	advance monthly	\$30	207.90	0.50%
250884	178 Crafter Crescent, Stoney Creek On L8I 0U1	178 Crafter Crescent, Stoney Creek On L8I 0U1	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
250929	217 Governor's Rd, Hamilton On L9H 317	217 Governor's Rd, Hamilton On L9H 317	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
253617	45 Chapel St, Kitchener On N2H 259	45 Chapel St, Kitchener On N2H 259	RESI	RoofTop	8.32	31-Aug-17	advance monthly	\$30	249.60	0.50%
253652	460 Acadia Crt, Waterloo On N2K 2Y2	460 Acadia Crt, Waterloo On N2K 2Y2	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
244555	35 Lawnhurst Drive, Hamilton On L8V 4N9	35 Lawnhurst Drive, Hamilton On L8V 4N9	RESI	RoofTop	5.99	31-Aug-17	advance monthly	\$30	179.55	0.50%
258621	459 Cabot Trail, Waterloo On N2K 4C8	459 Cabot Trail, Waterloo On N2K 4C8	RESI	RoofTop	9.14	31-Aug-17	advance monthly	\$30	274.05	0.50%
259865	92 Bula Dr, St. Catharines On L2N 6R7	92 Bula Dr, St. Catharines On L2N 6R7	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
246290	407 Fairview St, New Hamburg, On N3A 1M2	407 Fairview St, New Hamburg, On N3A 1M2	RESI	RoofTop	5.99	31-Aug-17	advance monthly	\$30	179.55	0.50%
253588	996 Peach Blossom Crescent, Windsor On N9G 252	996 Peach Blossom Crescent, Windsor On N9G 252	RESI	RoofTop	8.84	31-Aug-17	advance monthly	\$30	252.40	0.50%
233898	733 Rowena Street, Oshawa, On L1H 4Z3	733 Rowena Street, Oshawa, On L1H 4Z3	RESI	RoofTop	6.62	31-Aug-17	advance monthly	\$30	198.45	0.50%
255118	1326 Kettering Dr, Oshawa On L1K 3A9	1326 Kettering Dr, Oshawa On L1K 3A9	RESI	RoofTop	9.54	31-Aug-17	advance monthly	\$30	286.20	0.50%
242927	98 Upper Post Rd, Maple On L6A 4J8	98 Upper Post Rd, Maple On L6A 4J8	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
256515	9 Cascade Crt, St. Catharines On N2K 1T5	9 Cascade Crt, St. Catharines On N2K 1T5	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
240025	916 Copper Leaf Crescent, Kitchener On N2E 3W1	916 Copper Leaf Crescent, Kitchener On N2E 3W1	RESI	RoofTop	9.88	31-Aug-17	advance monthly	\$30	296.40	0.50%
244193	9 Harbour Heights Lane, St. Catharines, On L2N 4K2	9 Harbour Heights Lane, St. Catharines, On L2N 4K2	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
245108	1604 Hickory Rd, Windsor On N8Y 3T3	1604 Hickory Rd, Windsor On N8Y 3T3	RESI	RoofTop	9.62	31-Aug-17	advance monthly	\$30	288.60	0.50%
249217	1674 Lincoln Rd, Windsor On N8W 2P4	1674 Lincoln Rd, Windsor On N8W 2P4	RESI	RoofTop	9.14	31-Aug-17	advance monthly	\$30	274.05	0.50%
250450	41 Brookstream Crt, Hamilton On L8K 6J3	41 Brookstream Crt, Hamilton On L8K 6J3	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
250475	93 Medici Lane, Hamilton On L9B 0G8	93 Medici Lane, Hamilton On L9B 0G8	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
254310	39 Briarsdale Cres, Welland On L3C 657	39 Briarsdale Cres, Welland On L3C 657	RESI	RoofTop	8.06	31-Aug-17	advance monthly	\$30	241.80	0.50%
254124	59 Warman Street, Alliston On L9B 0B9	59 Warman Street, Alliston On L9B 0B9	RESI	RoofTop	9.77	31-Aug-17	advance monthly	\$30	292.95	0.50%
254780	2749 Robert Rd, Windsor On N8W 519	2749 Robert Rd, Windsor On N8W 519	RESI	RoofTop	7.56	31-Aug-17	advance monthly	\$30	226.80	0.50%
229897	53 Geneva Cres, Kitchener On N2E 1M8	53 Geneva Cres, Kitchener On N2E 1M8	RESI	RoofTop	9.45	31-Aug-17	advance monthly	\$30	283.50	0.50%
256270	55 Dundon St, Brantford On N3R 3J4	55 Dundon St, Brantford On N3R 3J4	RESI	RoofTop	9.14	31-Aug-17	advance monthly	\$30	274.05	0.50%
236164	196 Stanley Ave Hamilton On Ca L8P 2L4	196 Stanley Ave Hamilton On Ca L8P 2L4	RESI	RoofTop	6.31	31-Aug-17	advance monthly	\$30	168.30	0.50%
246755	912 Drouillard Rd Windsor On N9B 2P5	912 Drouillard Rd Windsor On N9B 2P5	RESI	RoofTop	6.98	31-Aug-17	advance monthly	\$30	191.25	0.50%
254290	32 Masterton Cres Cambridge On N3K 5R5	32 Masterton Cres Cambridge On N3K 5R5	RESI	RoofTop	8.19	31-Aug-17	advance monthly	\$30	245.70	0.50%
239653	50 Maverick Crescent, Maple, On L6A 411	50 Maverick Crescent, Maple, On L6A 411	RESI	RoofTop	9.28	31-Aug-17	advance monthly	\$30	278.25	0.50%
249440	445 Timbercroft Cres, Waterloo On N2T 2J2	445 Timbercroft Cres, Waterloo On N2T 2J2	RESI	RoofTop	7.25	31-Aug-17	advance monthly	\$30	217.35	0.50%
255633	5614 River Grove Ave, Mississauga On L5M 3T8Canada	5614 River Grove Ave, Mississauga On L5M 3T8Canada	RESI	RoofTop	5.57	31-Aug-17	advance monthly	\$30	166.95	0.50%
256837	7 Francis St, Catlin On L2R 1B1	7 Francis St, Catlin On L2R 1B1	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	292.95	0.50%
254322	1969 Everts Ave, Windsor On N9B 0B6	1969 Everts Ave, Windsor On N9B 0B6	RESI	RoofTop	9.45	31-Aug-17	advance monthly	\$30	283.50	0.50%
250360	6985 Cadiz Cres, Mississauga On L5N 1Y3	6985 Cadiz Cres, Mississauga On L5N 1Y3	RESI	RoofTop	9.36	31-Aug-17	advance monthly	\$30	280.80	0.50%
251472	15 Salina Pl, Stoney Creek On L8G 4L4	15 Salina Pl, Stoney Creek On L8G 4L4	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
244634	10898 Brentwood Crest, Windsor, On N8R 2H8	10898 Brentwood Crest, Windsor, On N8R 2H8	RESI	RoofTop	6.82	31-Aug-17	advance monthly	\$30	188.60	0.50%
242449	954 Langford St, Oshawa On L1K 0A5	954 Langford St, Oshawa On L1K 0A5	RESI	RoofTop	8.12	31-Aug-17	advance monthly	\$30	246.45	0.50%
243778	338 Vellore Park Ave, Woodbridge On L4H 0E4	338 Vellore Park Ave, Woodbridge On L4H 0E4	RESI	RoofTop	5.99	31-Aug-17	advance monthly	\$30	179.55	0.50%
254425	7298 Saint Barbara Blvd, Mississauga On L5W 0C1	7298 Saint Barbara Blvd, Mississauga On L5W 0C1	RESI	RoofTop	9.81	31-Aug-17	advance monthly	\$30	294.15	0.50%
255116	1303 Upper Paradise Rd, Hamilton On L9B 2T2	1303 Upper Paradise Rd, Hamilton On L9B 2T2	RESI	RoofTop	9.90	31-Aug-17	advance monthly	\$30	297.00	0.50%
208824	165 Toby Cres, Hamilton On L8T 2P1	165 Toby Cres, Hamilton On L8T 2P1	RESI	RoofTop	7.95	31-Aug-17	advance monthly	\$30	238.50	0.50%
254039	2269 Fraser Ave, Windsor On N8X 3Z6	2269 Fraser Ave, Windsor On N8X 3Z6	RESI	RoofTop	6.30	31-Aug-17	advance monthly	\$30	189.00	0.50%
255097	1614 Laing St, Windsor On N9B 1M9	1614 Laing St, Windsor On N9B 1M9	RESI	RoofTop	8.82	31-Aug-17	advance monthly	\$30	264.60	0.50%
248910	161 Fletcher Rd, Hamon On L9P 1P0	161 Fletcher Rd,								

APPENDIX C

PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sq/ft)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/hwp)	Total Management Services Fee (\$/year)	Escalation Rate
214375	11 Tidemore Hts, Stony Creek On L8E 087	11 Tidemore Hts, Stony Creek On L8E 087	RESI	Rooftop	8.28	30-Sep-17	advance monthly	\$30	248.40	0.50%
214375	3198 Cotter Rd, Burlington On L7M 0N4	3198 Cotter Rd, Burlington On L7M 0N4	RESI	Rooftop	9.81	30-Sep-17	advance monthly	\$30	294.15	0.50%
260760	22 Trotters Lane, Brampton On L6V 186	22 Trotters Lane, Brampton On L6V 186	RESI	Rooftop	8.64	30-Sep-17	advance monthly	\$30	259.20	0.50%
257941	176 Featherstone Ave Markham On L3S 4J2	176 Featherstone Ave Markham On L3S 4J2	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
238298	24 Twiss Dr, Barrie On L4N 8P3	24 Twiss Dr, Barrie On L4N 8P3	RESI	Rooftop	8.48	30-Sep-17	advance monthly	\$30	254.40	0.50%
242293	31 Michael Dr, Welland On L3C 0A5	31 Michael Dr, Welland On L3C 0A5	RESI	Rooftop	6.89	30-Sep-17	advance monthly	\$30	206.20	0.50%
261243	282 Nisbet Blvd, Watertown On L8B 0S3	282 Nisbet Blvd, Watertown On L8B 0S3	RESI	Rooftop	7.20	30-Sep-17	advance monthly	\$30	216.00	0.50%
262885	8 Riva Crt, Hamilton On L9B 0H9	8 Riva Crt, Hamilton On L9B 0H9	RESI	Rooftop	5.04	30-Sep-17	advance monthly	\$30	151.20	0.50%
249168	3195 Virginia Park Ave, Windsor On N9E 2C1	3195 Virginia Park Ave, Windsor On N9E 2C1	RESI	Rooftop	9.77	30-Sep-17	advance monthly	\$30	292.95	0.50%
260465	49 Prince Charles Dr, St. Catharines On L2N 3Y8	49 Prince Charles Dr, St. Catharines On L2N 3Y8	RESI	Rooftop	9.90	30-Sep-17	advance monthly	\$30	297.00	0.50%
267182	24 Scotia Ave, Hamilton On L8K 4S5	24 Scotia Ave, Hamilton On L8K 4S5	RESI	Rooftop	8.64	30-Sep-17	advance monthly	\$30	259.20	0.50%
258554	47 Waldie Cres, Brantford On N3T 0A5	47 Waldie Cres, Brantford On N3T 0A5	RESI	Rooftop	7.95	30-Sep-17	advance monthly	\$30	238.50	0.50%
243600	90 Dixon Cres, Welland On L3C 6P4	90 Dixon Cres, Welland On L3C 6P4	RESI	Rooftop	9.36	30-Sep-17	advance monthly	\$30	280.80	0.50%
259267	53 Brookstream Crt, Hamilton On L8K 6J3	53 Brookstream Crt, Hamilton On L8K 6J3	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
213037	2142 Louis Ave, Windsor On N9B 2B6	2142 Louis Ave, Windsor On N9B 2B6	RESI	Rooftop	6.30	30-Sep-17	advance monthly	\$30	189.00	0.50%
254042	2973 Ruth Rd, Windsor On N8R 2K7	2973 Ruth Rd, Windsor On N8R 2K7	RESI	Rooftop	9.77	30-Sep-17	advance monthly	\$30	292.95	0.50%
265687	33 Sunburst Cres, Markham On L6E 1R6	33 Sunburst Cres, Markham On L6E 1R6	RESI	Rooftop	6.84	30-Sep-17	advance monthly	\$30	205.20	0.50%
268825	144 Weir St N, Hamilton On L8H 5E9	144 Weir St N, Hamilton On L8H 5E9	RESI	Rooftop	9.36	30-Sep-17	advance monthly	\$30	280.80	0.50%
259571	65 Fife Ave, Kitchener On N2B 1M9	65 Fife Ave, Kitchener On N2B 1M9	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
236136	121 Oakborough Dr, Markham On L6B 0G3	121 Oakborough Dr, Markham On L6B 0G3	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
240248	129 Hammonstone Cres, Thornhill On L4J 8B2	129 Hammonstone Cres, Thornhill On L4J 8B2	RESI	Rooftop	8.64	30-Sep-17	advance monthly	\$30	259.20	0.50%
266549	94 Little Lake Dr, Barrie On L4M 7C1	94 Little Lake Dr, Barrie On L4M 7C1	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
255692	216 Arrowhead Dr, Hamilton On L8W 3Z4	216 Arrowhead Dr, Hamilton On L8W 3Z4	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
258932	95 South Bend Rd E, Hamilton On L9A 2B3	95 South Bend Rd E, Hamilton On L9A 2B3	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
254391	2451 Kildare Rd, Windsor On N9W 2Y1	2451 Kildare Rd, Windsor On N9W 2Y1	RESI	Rooftop	9.60	30-Sep-17	advance monthly	\$30	288.00	0.50%
262180	51 Arjay Trail, Brampton On L6K 4M4	51 Arjay Trail, Brampton On L6K 4M4	RESI	Rooftop	8.75	30-Sep-17	advance monthly	\$30	262.35	0.50%
241341	4808 Lighthouse Crt, Mississauga On L5R 0A4	4808 Lighthouse Crt, Mississauga On L5R 0A4	RESI	Rooftop	9.54	30-Sep-17	advance monthly	\$30	286.20	0.50%
238081	12 Golden Orchard Rd, Maple On L6A 0M6	12 Golden Orchard Rd, Maple On L6A 0M6	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
262263	85 Northwest Dr, Welland On L3C 6S3	85 Northwest Dr, Welland On L3C 6S3	RESI	Rooftop	9.77	30-Sep-17	advance monthly	\$30	291.60	0.50%
264369	12 Ann St, St. Catharines On L2N 5E6	12 Ann St, St. Catharines On L2N 5E6	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
262143	223 Father Tobin Rd, Brampton On L6R 0G3	223 Father Tobin Rd, Brampton On L6R 0G3	RESI	Rooftop	9.81	30-Sep-17	advance monthly	\$30	294.15	0.50%
261580	75 Harding Street, Kitchener On N2E 4L3	75 Harding Street, Kitchener On N2E 4L3	RESI	Rooftop	6.93	30-Sep-17	advance monthly	\$30	207.90	0.50%
271698	48 Arrowhead Dr, Hamilton On L9W 3K2	48 Arrowhead Dr, Hamilton On L9W 3K2	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
263502	48 Dunnett Dr, Barrie On L4N 0J6	48 Dunnett Dr, Barrie On L4N 0J6	RESI	Rooftop	8.51	30-Sep-17	advance monthly	\$30	255.15	0.50%
262004	334 Morrison Rd, Kitchener On N2A 3A4	334 Morrison Rd, Kitchener On N2A 3A4	RESI	Rooftop	9.81	30-Sep-17	advance monthly	\$30	294.15	0.50%
259337	20 Houser St, Markham On L6E 1H9	20 Houser St, Markham On L6E 1H9	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
262621	772 Rose Lane, Innisfil On L9S 2P3	772 Rose Lane, Innisfil On L9S 2P3	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
258153	2362 Roma Ave, Burlington On L7M 0N7	2362 Roma Ave, Burlington On L7M 0N7	RESI	Rooftop	9.14	30-Sep-17	advance monthly	\$30	274.38	0.50%
260314	27 Garfield Lane, St. Catharines, On L2R 7G9	27 Garfield Lane, St. Catharines, On L2R 7G9	RESI	Rooftop	5.04	30-Sep-17	advance monthly	\$30	151.05	0.50%
244857	577 Louis Dr, Mississauga On L5B 2N1	577 Louis Dr, Mississauga On L5B 2N1	RESI	Rooftop	9.77	30-Sep-17	advance monthly	\$30	292.95	0.50%
254343	34 Azores Cres, Cambridge On L4Z 3V3	34 Azores Cres, Cambridge On L4Z 3V3	RESI	Rooftop	6.60	30-Sep-17	advance monthly	\$30	198.00	0.50%
261964	41 Leslie Ave, Stoney Creek On L8E 1S8	41 Leslie Ave, Stoney Creek On L8E 1S8	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
262099	1422 Maple Rd, Belle Fourch On L0L 1C0	1422 Maple Rd, Belle Fourch On L0L 1C0	RESI	Rooftop	9.36	30-Sep-17	advance monthly	\$30	280.80	0.50%
259504	135 Moffat Dr, Cambridge On N1R 6C1	135 Moffat Dr, Cambridge On N1R 6C1	RESI	Rooftop	9.28	30-Sep-17	advance monthly	\$30	278.25	0.50%
242080	13 Royal Crown Rd, Markham, On L6E 1S2	13 Royal Crown Rd, Markham, On L6E 1S2	RESI	Rooftop	9.90	30-Sep-17	advance monthly	\$30	297.00	0.50%
264433	88 Applebush Cres, Kitchener On N2E 1A4	88 Applebush Cres, Kitchener On N2E 1A4	RESI	Rooftop	8.10	30-Sep-17	advance monthly	\$30	243.00	0.50%
257113	1564 Betts Ave, Windsor On N9B 3L3	1564 Betts Ave, Windsor On N9B 3L3	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
267545	16 Bristow Crt, Barrie On L4N 6T1	16 Bristow Crt, Barrie On L4N 6T1	RESI	Rooftop	9.72	30-Sep-17	advance monthly	\$30	291.60	0.50%
259582	292 Fleming Rd, Thornhill On L4J 8N3	292 Fleming Rd, Thornhill On L4J 8N3	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	291.60	0.50%
260088	181 Anthony Ave, Mississauga On L4Z 3V3	181 Anthony Ave, Mississauga On L4Z 3V3	RESI	Rooftop	9.00	31-Oct-17	advance monthly	\$30	270.00	0.50%
254071	403 Winslow Blvd, Cambridge On N0C 3Y2	403 Winslow Blvd, Cambridge On N0C 3Y2	RESI	Rooftop	9.90	31-Oct-17	advance monthly	\$30	297.00	0.50%
267548	50 Duchesa Dr, Cambridge On N1S 4C1	50 Duchesa Dr, Cambridge On N1S 4C1	RESI	Rooftop	9.90	31-Oct-17	advance monthly	\$30	297.00	0.50%
261996	6 Nicholson Drive, Barrie On L4N 8L6	6 Nicholson Drive, Barrie On L4N 8L6	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	291.60	0.50%
267290	5 Simpson Rd, St. Catharines On L2N 6T6	5 Simpson Rd, St. Catharines On L2N 6T6	RESI	Rooftop	9.36	31-Oct-17	advance monthly	\$30	280.80	0.50%
268393	305 Woodman Dr N, Hamilton L8H 2M6	305 Woodman Dr N, Hamilton L8H 2M6	RESI	Rooftop	9.36	31-Oct-17	advance monthly	\$30	280.80	0.50%
264796	185 Greenbriar Rd, Ancaster On L0G 4G7	185 Greenbriar Rd, Ancaster On L0G 4G7	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	291.60	0.50%
242764	122 Twin Hills Cres, Woodbridge On L4H 0G7	122 Twin Hills Cres, Woodbridge On L4H 0G7	RESI	Rooftop	9.90	31-Oct-17	advance monthly	\$30	297.00	0.50%
256658	65 Saint George St, St. Catharines, On L2M 5P5	65 Saint George St, St. Catharines, On L2M 5P5	RESI	Rooftop	9.36	31-Oct-17	advance monthly	\$30	280.80	0.50%
203610	33 Maccomb Dr, Welland, On L3C 5V1	33 Maccomb Dr, Welland, On L3C 5V1	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	291.60	0.50%
248855	516 Autumn Ridge Ave, Amherstburg On N9V 3W7	516 Autumn Ridge Ave, Amherstburg On N9V 3W7	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	292.95	0.50%
241173	5623 Kellands Run, Mississauga On L5M 7A8	5623 Kellands Run, Mississauga On L5M 7A8	RESI	Rooftop	9.00	31-Oct-17	advance monthly	\$30	270.30	0.50%
256741	16 Pagnello Crt, Markham On L6B 0T3	16 Pagnello Crt, Markham On L6B 0T3	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	291.60	0.50%
257712	49 Nottingham Ave, Hamilton On L8T 3N4	49 Nottingham Ave, Hamilton On L8T 3N4	RESI	Rooftop	9.30	31-Oct-17	advance monthly	\$30	279.00	0.50%
263463	556 Gaiser Rd, Welland On L3C 0B9	556 Gaiser Rd, Welland On L3C 0B9	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	291.60	0.50%
255427	311 Nelson St, Barrie On L4M 5P6	311 Nelson St, Barrie On L4M 5P6	RESI	Rooftop	9.84	31-Oct-17	advance monthly	\$30	293.28	0.50%
259889	61 Madison Ave, Richmond Hill On L4E 4P5	61 Madison Ave, Richmond Hill On L4E 4P5	RESI	Rooftop	5.99	31-Oct-17	advance monthly	\$30	179.55	0.50%
254157	139 Elgin St N, Cambridge On N1R 5H6	139 Elgin St N, Cambridge On N1R 5H6	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	292.95	0.50%
255949	134 Darren Ave, Whitby On L1R 0E7	134 Darren Ave, Whitby On L1R 0E7	RESI	Rooftop	9.77	31-Oct-17	advance monthly	\$30	291.60	0.50%
259482	10 Wenzelhoe Dr, Whitby On L1R 8E7	10 Wenzelhoe Dr, Whitby On L1R 8E7	RESI	Rooftop	5.70	31-Oct-17	advance monthly	\$30	171.00	0.50%
245828	12 Wedgewood Dr, Kitchener On N2B 1E5	12 Wedgewood Dr, Kitchener On N2B 1E5	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	291.60	0.50%
239733	31 Lindsay Crt, Barrie, On L4M 6G5	31 Lindsay Crt, Barrie, On L4M 6G5	RESI	Rooftop	8.28	31-Oct-17	advance monthly	\$30	248.40	0.50%
259051	86 Parkwood Cres, Hamilton On L8W 5A1	86 Parkwood Cres, Hamilton On L8W 5A1	RESI	Rooftop	9.81	31-Oct-17	advance monthly	\$30	294.15	0.50%
259208	518 Gilbert St E, Whitby On L1N 1R7	518 Gilbert St E, Whitby On L1N 1R7	RESI	Rooftop	9.28	31-Oct-17	advance monthly	\$30	278.25	0.50%
202840	509A Rosemeadow Cres, Waterloo, On N2T 2A4	509A Rosemeadow Cres, Waterloo, On N2T 2A4	RESI	Rooftop	9.91	31-Oct-17	advance monthly	\$30	279.30	0.50%
250476	81 Medici Lane, Hamilton On L9B 0G8	81 Medici Lane, Hamilton On L9B 0G8	RESI	Rooftop	9.90	31-Oct-17	advance monthly	\$30	297.00	0.50%
240539	6911 Gracefield Dr, Mississauga On L5N 6T7	6911 Gracefield Dr, Mississauga On L5N 6T7	RESI	Rooftop	9.81	31-Oct-17	advance monthly	\$30	294.15	0.50%
238506	62 Donaghy Dr, Brantford On N3T 6L2	62 Donaghy Dr, Brantford On N3T 6L2	RESI	Rooftop	9.77	31-Oct-17	advance monthly	\$30	292.95	0.50%
243866	64 Shadylen Drive, Stony Creek On L8B 3W7	64 Shadylen Drive, Stony Creek On L8B 3W7	RESI	Rooftop	9.81	31-Oct-17	advance monthly	\$30	294.15	0.50%
259574	9 Mantz Cres, Whitby On L1R 0L5	9 Mantz Cres, Whitby On L1R 0L5	RESI	Rooftop	5.10	31-Oct-17	advance monthly	\$30	151.00	0.50%
256130	23 Farmingdale Cres, Stony Creek On L8G 4H1	23 Farmingdale Cres, Stony Creek On L8G 4H1	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	291.60	0.50%
258799	32 Russell St, Brantford On N3R 1Y7	32 Russell St, Brantford On N3R 1Y7	RESI	Rooftop	9.45	31-Oct-17	advance monthly	\$30	283.50	0.50%
244501	19 Eliota Crt, Hamilton On L3C 7R2	19 Eliota Crt, Hamilton On L3C 7R2	RESI	Rooftop	9.72	31-Oct-17	advance monthly	\$30	291.60	0.50%
251014	90 Carleton Trail, Mississauga On L4Z 3H3	90 Carleton Trail, Mississauga On L4Z 3H3	RESI	Rooftop	7.88	31-Oct-17	advance monthly	\$30	238.25	0.50%
245957	240 Regatta Drive, Welland On L8B 6E8	240 Regatta Drive, Welland On L8B 6E8	RESI	Rooftop	9.77	30-Nov-17	advance monthly	\$30	292.95	0.50%
232710	181 Rose St, Barrie On L4M 2T8	181 Rose St, Barrie On L4M 2T8	RESI	Rooftop	9.90	30-Nov-17	advance monthly	\$30	297.00	0.50%
255417	28 Signal Hill Pathway, Stony Creek On L8E 0B7	28 Signal Hill Pathway, Stony Creek On L8E 0B7	RESI	Rooftop	5.83	30-Nov-17	advance monthly	\$30	174.90	0.50%
263688	163 Hickling Trail, Barrie On L4M 5V1	163 Hickling Trail, Barrie On L4M 5V1	RESI	Rooftop	9.80	30-Nov-17	advance monthly	\$30	288.00	0.50%
259378	69 Chidlenhouse Crt, Brantford On N3P 1Z7	69 Chidlenhouse Crt, Brantford On N3P 1Z7	RESI	Rooftop	9.72	30-Nov-17	advance monthly	\$30	291.60	0.50%
246431	36 Longeflow Ave, St. Catharines On L2R 6N7	36 Longeflow Ave, St. Catharines On L2R 6N7	RESI	Rooftop	7.92	30-Nov-17	advance monthly	\$30	237.60	0.50%
264649	195 Stirling Macgregor Dr, Cambridge On N1S 4Z8	195 Stirling Macgregor Dr, Cambridge On N1S 4Z8	RESI	Rooftop	9.90	30-Nov-17	advance monthly	\$30	297.00	0.50%
266905	36 Grenadier Dr, Hamilton On L8T 4C8	36 Grenadier Dr, Hamilton On L8T 4C8	RESI	Rooftop	6.00	30-Nov-17	advance monthly	\$30	180.00	0.50%
264681	1660 Lubinger Lane, Township of Woodstock, On N2J 4G8	1660 Lubinger Lane, Township of Woodstock, On N2J 4G8	RESI	Rooftop	9.90	30-Nov-17	advance monthly	\$30	297.00	0.50%
266044	146 Stonehenge Pl, Kitchener On N2N 2M7	146 Stonehenge Pl, Kitchener On N2N 2M7	RESI	Rooftop	4.68	30-Nov-17	advance monthly	\$30	140.40	0.50%
262389	1 Gallant Place, Woodbridge On L4H 3W6	1 Gallant Place, Woodbridge On L4H 3W6	RESI	Rooftop	9.77	30-Nov-17	advance monthly	\$30	292.95	0.50%
261104	3091 Orleans Rd, Mississauga On L5L 5L6	3091 Orleans Rd, Mississ								

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sq/w)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/hw/p)	Total Management Services Fee (\$/year)	Escalation Rate
248640	63 Foundry St, Leamington On NBN 1C5	63 Foundry St, Leamington On NBN 1C5	RESI	Rooftop	7.92	29-Dec-17	advance monthly	\$30	232.60	0.50%
248568	1835 Buckingham Rd, Windsor On NBT 2A7	1835 Buckingham Rd, Windsor On NBT 2A7	RESI	Rooftop	7.92	29-Dec-17	advance monthly	\$30	232.60	0.50%
231714	255 Frank Ave, Windsor On NBS 3N7	255 Frank Ave, Windsor On NBS 3N7	RESI	Rooftop	8.28	29-Dec-17	advance monthly	\$30	248.40	0.50%
252986	1301 Countrystone Dr, Kitchener On NZN 3R9	1301 Countrystone Dr, Kitchener On NZN 3R9	RESI	Rooftop	5.76	29-Dec-17	advance monthly	\$30	172.80	0.50%
254440	3104 Seimour Dr, Mississauga On LSV 1C2	3104 Seimour Dr, Mississauga On LSV 1C2	RESI	Rooftop	6.84	29-Dec-17	advance monthly	\$30	205.20	0.50%
231903	114 Riverdale Blvd, St. Catharines On L2T 3M2	114 Riverdale Blvd, St. Catharines On L2T 3M2	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
257379	215 Warden Wilson Ave, Whitby On L1N 512	215 Warden Wilson Ave, Whitby On L1N 512	RESI	Rooftop	9.50	29-Dec-17	advance monthly	\$30	290.00	0.50%
257371	12 Trinity Cres, Whitby On L1N 6L2	12 Trinity Cres, Whitby On L1N 6L2	RESI	Rooftop	9.00	29-Dec-17	advance monthly	\$30	270.00	0.50%
253424	274 Tiffany St, Cambridge On N3H 4G9	274 Tiffany St, Cambridge On N3H 4G9	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
241656	9 Mary Rd, Markham On L6E 0E3	9 Mary Rd, Markham On L6E 0E3	RESI	Rooftop	5.03	29-Dec-17	advance monthly	\$30	174.90	0.50%
236007	25 Burfield Ave, Hamilton On L8T 2J8	25 Burfield Ave, Hamilton On L8T 2J8	RESI	Rooftop	9.81	29-Dec-17	advance monthly	\$30	294.15	0.50%
260706	3990 Passway Rd, Mississauga On L5N 8P3	3990 Passway Rd, Mississauga On L5N 8P3	RESI	Rooftop	5.04	29-Dec-17	advance monthly	\$30	151.05	0.50%
257989	1328 Consort Cres, Burlington On L7M 1J7	1328 Consort Cres, Burlington On L7M 1J7	RESI	Rooftop	8.70	29-Dec-17	advance monthly	\$30	261.00	0.50%
250748	491 Caron Ave, Windsor On N9A 5B5	491 Caron Ave, Windsor On N9A 5B5	RESI	Rooftop	5.40	29-Dec-17	advance monthly	\$30	162.00	0.50%
261648	1838 Drouillard Rd, Windsor On N8W 3X5	1838 Drouillard Rd, Windsor On N8W 3X5	RESI	Rooftop	9.00	29-Dec-17	advance monthly	\$30	270.00	0.50%
258065	26 Doreen Crt, Hamilton On L8T 2M3	26 Doreen Crt, Hamilton On L8T 2M3	RESI	Rooftop	5.76	29-Dec-17	advance monthly	\$30	172.80	0.50%
263873	369 Grenville Ave, Orillia On L3V 7P7	369 Grenville Ave, Orillia On L3V 7P7	RESI	Rooftop	9.77	29-Dec-17	advance monthly	\$30	292.95	0.50%
261119	6941 Ligar Dr, Mississauga On L5N 6V7	6941 Ligar Dr, Mississauga On L5N 6V7	RESI	Rooftop	6.00	29-Dec-17	advance monthly	\$30	180.00	0.50%
261962	437 Benedot Crt, Kitchener On N2T 3B7	437 Benedot Crt, Kitchener On N2T 3B7	RESI	Rooftop	6.00	29-Dec-17	advance monthly	\$30	180.00	0.50%
264797	111 Monique Cres, Barrie On L4M 6Y5	111 Monique Cres, Barrie On L4M 6Y5	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
265033	638 Montpelier Dr, Waterloo On N2T 0B2	638 Montpelier Dr, Waterloo On N2T 0B2	RESI	Rooftop	9.50	29-Dec-17	advance monthly	\$30	297.00	0.50%
263278	22 Ellington Dr, Kitchener, On N2B 1S2	22 Ellington Dr, Kitchener, On N2B 1S2	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
261846	25 Coppard Ave Markham, On L3S 2L4	25 Coppard Ave Markham, On L3S 2L4	RESI	Rooftop	9.36	29-Dec-17	advance monthly	\$30	280.80	0.50%
267007	53 Valencourt Dr, Welland On L8V 2H7	53 Valencourt Dr, Welland On L8V 2H7	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
265374	32 Marisa St, Kitchener On N2K 3V8	32 Marisa St, Kitchener On N2K 3V8	RESI	Rooftop	5.40	29-Dec-17	advance monthly	\$30	162.00	0.50%
262380	1 Jevins Close, Brampton On L6K 2Y7	1 Jevins Close, Brampton On L6K 2Y7	RESI	Rooftop	9.00	29-Dec-17	advance monthly	\$30	270.00	0.50%
266578	19 Brunswick Ave, Kitchener On N2M 4E5	19 Brunswick Ave, Kitchener On N2M 4E5	RESI	Rooftop	9.36	29-Dec-17	advance monthly	\$30	280.80	0.50%
265529	464 Red River Dr, Waterloo On N2T 1V1	464 Red River Dr, Waterloo On N2T 1V1	RESI	Rooftop	6.84	29-Dec-17	advance monthly	\$30	205.20	0.50%
267226	27 Alpina Cres, Hamilton On L8C 1S5	27 Alpina Cres, Hamilton On L8C 1S5	RESI	Rooftop	9.80	29-Dec-17	advance monthly	\$30	291.00	0.50%
260313	64 Sovereign's Gate, Barrie On L4N 0Y9	64 Sovereign's Gate, Barrie On L4N 0Y9	RESI	Rooftop	9.50	29-Dec-17	advance monthly	\$30	297.00	0.50%
269287	116 Seneca Ave, Oshawa On L3K 3V4	116 Seneca Ave, Oshawa On L3K 3V4	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
267257	12 Lismer Dr, Whitby On L1N 9A3	12 Lismer Dr, Whitby On L1N 9A3	RESI	Rooftop	9.30	29-Dec-17	advance monthly	\$30	279.00	0.50%
261513	93 Aubrey Ave, Stoney Creek On L8T 2T1	93 Aubrey Ave, Stoney Creek On L8T 2T1	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
271349	30 Glamis Crt, Hamilton On L9C 6B3	30 Glamis Crt, Hamilton On L9C 6B3	RESI	Rooftop	7.20	29-Dec-17	advance monthly	\$30	216.00	0.50%
271293	583 Mohawk Rd E, Hamilton On L8V 2J8	583 Mohawk Rd E, Hamilton On L8V 2J8	RESI	Rooftop	6.00	29-Dec-17	advance monthly	\$30	180.00	0.50%
271501	31 Edith Ave, Hamilton On L8T 4H3	31 Edith Ave, Hamilton On L8T 4H3	RESI	Rooftop	6.84	29-Dec-17	advance monthly	\$30	205.20	0.50%
272460	325 McAlaine Ave, Welland On L3B 3V3	325 McAlaine Ave, Welland On L3B 3V3	RESI	Rooftop	9.90	29-Dec-17	advance monthly	\$30	297.00	0.50%
275805	514 Forestawn Rd, Waterloo On N2K 3K9	514 Forestawn Rd, Waterloo On N2K 3K9	RESI	Rooftop	9.90	29-Dec-17	advance monthly	\$30	297.00	0.50%
274380	376 Bamberg Cres, Waterloo On N2T 0B5	376 Bamberg Cres, Waterloo On N2T 0B5	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
269664	297 Faraday Crt, Waterloo On N2L 6A4	297 Faraday Crt, Waterloo On N2L 6A4	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
266135	23 Grants Way, Barrie On L4N 0J4	23 Grants Way, Barrie On L4N 0J4	RESI	Rooftop	9.90	29-Dec-17	advance monthly	\$30	297.00	0.50%
243135	1725 Silverstone Cres, Oshawa On L1K 0Y5	1725 Silverstone Cres, Oshawa On L1K 0Y5	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
262821	91 Riverbank Dr, St. Thomas On N5P 413	91 Riverbank Dr, St. Thomas On N5P 413	RESI	Rooftop	7.80	29-Dec-17	advance monthly	\$30	234.00	0.50%
267811	2445 Strawberry Dr, Tecumseh On N9K 1C3	2445 Strawberry Dr, Tecumseh On N9K 1C3	RESI	Rooftop	9.90	29-Dec-17	advance monthly	\$30	297.00	0.50%
249792	29 Edmund St, St. Catharines On L2R 2G3	29 Edmund St, St. Catharines On L2R 2G3	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
270272	627 Mohawk Rd E, Hamilton On L8V 2J9	627 Mohawk Rd E, Hamilton On L8V 2J9	RESI	Rooftop	5.40	29-Dec-17	advance monthly	\$30	162.00	0.50%
262922	87 Rose Ave, Thorold On L7Y 3C9	87 Rose Ave, Thorold On L7Y 3C9	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
229655	68 Roselawen Cres, Welland On L3C 0B7	68 Roselawen Cres, Welland On L3C 0B7	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
272949	6-108 Northlake Pl, Waterloo On N2V 1B1	6-108 Northlake Pl, Waterloo On N2V 1B1	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
272949	5336 Swiftcurrent Trail, Mississauga On L5N 2H7	5336 Swiftcurrent Trail, Mississauga On L5N 2H7	RESI	Rooftop	6.90	29-Dec-17	advance monthly	\$30	207.00	0.50%
265191	134 Monmouth Cres, Windsor On N8N 4M5	134 Monmouth Cres, Windsor On N8N 4M5	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
269637	234 First Rd W, Stoney Creek On L8J 1K8	234 First Rd W, Stoney Creek On L8J 1K8	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
254087	266 Comiskey Cres, Mississauga On L5W 0C4	266 Comiskey Cres, Mississauga On L5W 0C4	RESI	Rooftop	7.20	29-Dec-17	advance monthly	\$30	216.00	0.50%
264726	74 Blackwell Dr, Kitchener On N2N 1P8	74 Blackwell Dr, Kitchener On N2N 1P8	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
268928	372 Ryerson Cres, Oshawa On L1G 8B6	372 Ryerson Cres, Oshawa On L1G 8B6	RESI	Rooftop	9.90	29-Dec-17	advance monthly	\$30	297.00	0.50%
260860	7018 Aldercrest Dr, Mississauga On L5N 7T3	7018 Aldercrest Dr, Mississauga On L5N 7T3	RESI	Rooftop	6.84	29-Dec-17	advance monthly	\$30	205.20	0.50%
258390	3150 Ferguson Dr, Burlington On L7M 0G3	3150 Ferguson Dr, Burlington On L7M 0G3	RESI	Rooftop	9.60	29-Dec-17	advance monthly	\$30	288.00	0.50%
265062	5970 Lasalle St, Lasalle On N9J 3L6	5970 Lasalle St, Lasalle On N9J 3L6	RESI	Rooftop	9.00	29-Dec-17	advance monthly	\$30	270.00	0.50%
264047	11 Fontana Crt, Hamilton On L9C 0C1	11 Fontana Crt, Hamilton On L9C 0C1	RESI	Rooftop	9.00	29-Dec-17	advance monthly	\$30	270.00	0.50%
265116	74 Summercrest Dr, Hamilton On L8E 6G6	74 Summercrest Dr, Hamilton On L8E 6G6	RESI	Rooftop	9.96	29-Dec-17	advance monthly	\$30	298.80	0.50%
271050	158 Harding St, Kitchener On N2E 4L2	158 Harding St, Kitchener On N2E 4L2	RESI	Rooftop	9.00	29-Dec-17	advance monthly	\$30	270.00	0.50%
264594	1527 Dobrich St, Windsor On N9B 3W7	1527 Dobrich St, Windsor On N9B 3W7	RESI	Rooftop	9.72	29-Dec-17	advance monthly	\$30	291.60	0.50%
272010	82 Amore Blvd, Hamilton On L9B 2V2	82 Amore Blvd, Hamilton On L9B 2V2	RESI	Rooftop	9.00	29-Dec-17	advance monthly	\$30	270.00	0.50%
268165	213 Allen St E, Waterloo On N2T 1J6	213 Allen St E, Waterloo On N2T 1J6	RESI	Rooftop	8.10	29-Dec-17	advance monthly	\$30	243.00	0.50%
259554	6437 Valiant Rd, Mississauga On L5W 1E2	6437 Valiant Rd, Mississauga On L5W 1E2	RESI	Rooftop	9.90	29-Dec-17	advance monthly	\$30	297.00	0.50%
266107	39 Hillcrest Ave, St. Catharines On L2R 4E2	39 Hillcrest Ave, St. Catharines On L2R 4E2	RESI	Rooftop	7.80	29-Dec-17	advance monthly	\$30	234.00	0.50%
257326	5 Moscan St, Markham On L6E 1N3	5 Moscan St, Markham On L6E 1N3	RESI	Rooftop	9.00	29-Dec-17	advance monthly	\$30	270.00	0.50%
253345	33 Aloe Ave, Richmond Hill On L4E4M8	33 Aloe Ave, Richmond Hill On L4E4M8	RESI	Rooftop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
256899	1927 Rockcreek Dr, Oshawa On L1K 3B8	1927 Rockcreek Dr, Oshawa On L1K 3B8	RESI	Rooftop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
236697	15 Mortimer Crt, Thornhill On L4Z077	15 Mortimer Crt, Thornhill On L4Z077	RESI	Rooftop	8.28	31-Jan-18	advance monthly	\$30	248.40	0.50%
249156	1419 Pierre Ave, Windsor On N8X 4P4	1419 Pierre Ave, Windsor On N8X 4P4	RESI	Rooftop	9.72	31-Jan-18	advance monthly	\$30	291.60	0.50%
270080	395 Mountain Laurel Cres, Kitchener On N2E 4B4	395 Mountain Laurel Cres, Kitchener On N2E 4B4	RESI	Rooftop	7.56	31-Jan-18	advance monthly	\$30	226.80	0.50%
262903	2177 Batters Loop, Inverdi On L9S 0C7	2177 Batters Loop, Inverdi On L9S 0C7	RESI	Rooftop	7.82	31-Jan-18	advance monthly	\$30	236.80	0.50%
251569	81 Maple Ave, Amherstburg On N9V 1B5	81 Maple Ave, Amherstburg On N9V 1B5	RESI	Rooftop	9.36	31-Jan-18	advance monthly	\$30	280.80	0.50%
268005	1593 Seymour Blvd, Windsor On N8W 5M7	1593 Seymour Blvd, Windsor On N8W 5M7	RESI	Rooftop	8.10	31-Jan-18	advance monthly	\$30	243.00	0.50%
268593	16 Cambridge Court, Amherstburg On N9V 4B5	16 Cambridge Court, Amherstburg On N9V 4B5	RESI	Rooftop	9.72	31-Jan-18	advance monthly	\$30	291.60	0.50%
268734	577 Caboto Trail, Unionville On L3R 5S1	577 Caboto Trail, Unionville On L3R 5S1	RESI	Rooftop	5.40	31-Jan-18	advance monthly	\$30	162.00	0.50%
276349	943 Upper Gage Ave, Hamilton On L8V 4L1	943 Upper Gage Ave, Hamilton On L8V 4L1	RESI	Rooftop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
267376	928 Lovington Cres, Mississauga On L4W 3S7	928 Lovington Cres, Mississauga On L4W 3S7	RESI	Rooftop	8.28	31-Jan-18	advance monthly	\$30	248.40	0.50%
267856	1731 Mark Ave, Windsor On N9B 3G7	1731 Mark Ave, Windsor On N9B 3G7	RESI	Rooftop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
263145	122 Westgate Park Dr, St. Catharines On L2M 6H1	122 Westgate Park Dr, St. Catharines On L2M 6H1	RESI	Rooftop	6.00	31-Jan-18	advance monthly	\$30	180.00	0.50%
267861	1408 St Luke Rd, Windsor On N8Y 3A2	1408 St Luke Rd, Windsor On N8Y 3A2	RESI	Rooftop	9.36	31-Jan-18	advance monthly	\$30	280.80	0.50%
270321	418 Grandwood Dr, Waterloo On N2K 2E6	418 Grandwood Dr, Waterloo On N2K 2E6	RESI	Rooftop	9.72	31-Jan-18	advance monthly	\$30	291.60	0.50%
258166	41 Sherwood Ave, Leamington On N8H 4V1	41 Sherwood Ave, Leamington On N8H 4V1	RESI	Rooftop	9.72	31-Jan-18	advance monthly	\$30	291.60	0.50%
279358	11 Grange Ave, Welland On L3B 1G6	11 Grange Ave, Welland On L3B 1G6	RESI	Rooftop	8.70	31-Jan-18	advance monthly	\$30	261.00	0.50%
253443	2810 Sherway Dr, Windsor On N8R 1K4	2810 Sherway Dr, Windsor On N8R 1K4	RESI	Rooftop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
259265	303 Grand Ridge Dr, Cambridge On N1S 4W9	303 Grand Ridge Dr, Cambridge On N1S 4W9	RESI	Rooftop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
255865	36 Heintzman Cres, Maple On L4A 1T8	36 Heintzman Cres, Maple On L4A 1T8	RESI	Rooftop	8.64	31-Jan-18	advance monthly	\$30	259.20	0.50%
265650	52 Grenville Ave, Kitchener On N2G 3S4	52 Grenville Ave, Kitchener On N2G 3S4	RESI	Rooftop	6.90	31-Jan-18	advance monthly	\$30	207.00	0.50%
264201	16 Ridgeway Ave, St. Catharines On L2M 6B3	16 Ridgeway Ave, St. Catharines On L2M 6B3	RESI	Rooftop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
276059	95 Eastman Cres, Newmarket On L3Y 5S3	95 Eastman Cres, Newmarket On L3Y 5S3	RESI	Rooftop	9.72	31-Jan-18	advance monthly	\$30	291.60	0.50%
264813	297 North Park St, Brantford On N3R 4L2	297 North Park St, Brantford On N3R 4L2	RESI	Rooftop	7.20	31-Jan-18	advance monthly	\$30	216.00	0.50%
270359	670 Richmond St, Amherstburg On N9V 3Z4	670 Richmond St, Amherstburg On N9V 3Z4	RESI	Rooftop	9.72	31-Jan-18	advance monthly	\$30	291.60	0.50%
272006	538 Mohawk Rd E, Hamilton On L8V 2J6	538 Mohawk Rd E, Hamilton On L8V 2J6	RESI	Rooftop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
273819	7 Hasell Road, Cambridge On N1P 1E3	7 Hasell Road, Cambridge On N1P 1E3	RESI	Roof						

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sq/ft)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/hwp)	Total Management Services Fee (\$/year)	Escalation Rate
263264	517 Havenlock Dr, Waterloo On N2L 4N8	517 Havenlock Dr, Waterloo On N2L 4N8	RESI	RoofTop	9.00	11-Jan-18	advance monthly	\$30	270.00	0.50%
272125	1267 Abbey Crt, Windsor On N8S 4E1	1267 Abbey Crt, Windsor On N8S 4E1	RESI	RoofTop	8.40	11-Jan-18	advance monthly	\$30	252.00	0.50%
254219	636 Cabana Rd E, Windsor On N9G 1A4	636 Cabana Rd E, Windsor On N9G 1A4	RESI	RoofTop	9.90	11-Jan-18	advance monthly	\$30	297.00	0.50%
244333	3123 Leobach Dr, Windsor, On N8T 3M8	3123 Leobach Dr, Windsor, On N8T 3M8	RESI	RoofTop	9.72	11-Jan-18	advance monthly	\$30	291.60	0.50%
240015	309 Girdwood Dr, Barrie On L4M 8R9	309 Girdwood Dr, Barrie On L4M 8R9	RESI	RoofTop	9.72	11-Jan-18	advance monthly	\$30	291.60	0.50%
257447	2169 Oliver Rd, Windsor On N8W 2Y5	2169 Oliver Rd, Windsor On N8W 2Y5	RESI	RoofTop	6.00	11-Jan-18	advance monthly	\$30	180.00	0.50%
251153	216 East Ave N, Hamilton On L8L5J3	216 East Ave N, Hamilton On L8L5J3	RESI	RoofTop	5.76	11-Jan-18	advance monthly	\$30	172.80	0.50%
276961	37 Coulter Ave, St. Thomas On N5R 5A5	37 Coulter Ave, St. Thomas On N5R 5A5	RESI	RoofTop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
266145	362 East 18TH St, Hamilton On L5A 4P9	362 East 18TH St, Hamilton On L5A 4P9	RESI	RoofTop	9.00	31-Jan-18	advance monthly	\$30	270.00	0.50%
268389	92 Ashgrove Ave, Brantford On N5R 6E5	92 Ashgrove Ave, Brantford On N5R 6E5	RESI	RoofTop	8.64	31-Jan-18	advance monthly	\$30	259.20	0.50%
292746	3672 Maguire St, Windsor On N5R 4V5	3672 Maguire St, Windsor On N5R 4V5	RESI	RoofTop	8.70	31-Jan-18	advance monthly	\$30	261.00	0.50%
269231	3913 Staniszewski St, Windsor On NBW 5N5	3913 Staniszewski St, Windsor On NBW 5N5	RESI	RoofTop	5.40	31-Jan-18	advance monthly	\$30	162.00	0.50%
276641	117 Allen St E, Waterloo On N2J 1J5	117 Allen St E, Waterloo On N2J 1J5	RESI	RoofTop	9.72	31-Jan-18	advance monthly	\$30	291.60	0.50%
274924	3607 Ellengale Dr, Mississauga On L2M 1Z8	3607 Ellengale Dr, Mississauga On L2M 1Z8	RESI	RoofTop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
257463	3119 Autumn Hill Crescent, Burlington On L7M 1Z3	3119 Autumn Hill Crescent, Burlington On L7M 1Z3	RESI	RoofTop	5.57	31-Jan-18	advance monthly	\$30	166.95	0.50%
267298	2501 Holiday Way, Innesfil On L9S 2H4	2501 Holiday Way, Innesfil On L9S 2H4	RESI	RoofTop	9.72	31-Jan-18	advance monthly	\$30	291.60	0.50%
271978	48 Queenston Cres, Kitchener On N2B 2V5	48 Queenston Cres, Kitchener On N2B 2V5	RESI	RoofTop	9.72	31-Jan-18	advance monthly	\$30	291.60	0.50%
271844	3403 Turner Rd, Windsor On NBW 3M6	3403 Turner Rd, Windsor On NBW 3M6	RESI	RoofTop	9.90	31-Jan-18	advance monthly	\$30	297.00	0.50%
259382	885 Straburg Rd, Kitchener On N2E 2V4	885 Straburg Rd, Kitchener On N2E 2V4	RESI	RoofTop	6.30	31-Jan-18	advance monthly	\$30	189.00	0.50%
267305	118 Hawkstone Cres, Whitby On L1W 7H3	118 Hawkstone Cres, Whitby On L1W 7H3	RESI	RoofTop	8.19	28-Feb-18	advance monthly	\$30	245.70	0.50%
237981	159 Cedarhill Cres, Kitchener, On N2E 1R3	159 Cedarhill Cres, Kitchener, On N2E 1R3	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
262357	32 Bluffwood Cres, Brampton On L6P 2P3	32 Bluffwood Cres, Brampton On L6P 2P3	RESI	RoofTop	8.70	28-Feb-18	advance monthly	\$30	261.00	0.50%
275796	1802 Badgley Crt, Oshawa On L1K 0H5	1802 Badgley Crt, Oshawa On L1K 0H5	RESI	RoofTop	9.30	28-Feb-18	advance monthly	\$30	279.00	0.50%
251895	2594 Dandbrand Blvd, Windsor On N5R 2C9	2594 Dandbrand Blvd, Windsor On N5R 2C9	RESI	RoofTop	7.80	28-Feb-18	advance monthly	\$30	234.00	0.50%
257646	2218 Orchard Rd, Burlington On L7L 7H8	2218 Orchard Rd, Burlington On L7L 7H8	RESI	RoofTop	8.40	28-Feb-18	advance monthly	\$30	252.00	0.50%
265182	9406 Allen Dr, Windsor On N8R 1V8	9406 Allen Dr, Windsor On N8R 1V8	RESI	RoofTop	5.70	28-Feb-18	advance monthly	\$30	171.00	0.50%
266492	50 Biset Ave, Brantford On N3T 0H2	50 Biset Ave, Brantford On N3T 0H2	RESI	RoofTop	9.30	28-Feb-18	advance monthly	\$30	279.00	0.50%
267539	7 Coyne St, St. Thomas On N5R 4B7	7 Coyne St, St. Thomas On N5R 4B7	RESI	RoofTop	5.70	28-Feb-18	advance monthly	\$30	171.00	0.50%
269153	511 Christina Cres, Windsor On N9G 2M4	511 Christina Cres, Windsor On N9G 2M4	RESI	RoofTop	6.00	28-Feb-18	advance monthly	\$30	180.00	0.50%
270403	5778 Riverside Pl, Mississauga On L5M 4W5	5778 Riverside Pl, Mississauga On L5M 4W5	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
263390	3594 Pineview Cres, Windsor On N8R 2A9	3594 Pineview Cres, Windsor On N8R 2A9	RESI	RoofTop	8.28	28-Feb-18	advance monthly	\$30	248.40	0.50%
266449	87 Lambert Cres, Brantford On N3T 0E9	87 Lambert Cres, Brantford On N3T 0E9	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
265291	19 Jaskin Court, St. Thomas On N5P 0C3	19 Jaskin Court, St. Thomas On N5P 0C3	RESI	RoofTop	8.28	28-Feb-18	advance monthly	\$30	248.40	0.50%
272616	3 Gaydon Way, Brantford On N3T 6P9	3 Gaydon Way, Brantford On N3T 6P9	RESI	RoofTop	5.40	28-Feb-18	advance monthly	\$30	162.00	0.50%
265296	31 Webb Ave, Brantford On N3T 655	31 Webb Ave, Brantford On N3T 655	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
275862	10 Cavanaugh Cres, St Thomas On N5R 5Y3	10 Cavanaugh Cres, St Thomas On N5R 5Y3	RESI	RoofTop	9.00	28-Feb-18	advance monthly	\$30	270.00	0.50%
275266	439 St Armand Dr, Waterloo On N2T 2V7	439 St Armand Dr, Waterloo On N2T 2V7	RESI	RoofTop	8.10	28-Feb-18	advance monthly	\$30	240.00	0.50%
270702	18 Gider Mill Lane, St. Thomas On N5R 0C1	18 Gider Mill Lane, St. Thomas On N5R 0C1	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
269414	2433 Via Vita St, Windsor On N9E 4C7	2433 Via Vita St, Windsor On N9E 4C7	RESI	RoofTop	8.28	28-Feb-18	advance monthly	\$30	248.40	0.50%
267735	3693 Holburn St, Windsor On N9E 4T3	3693 Holburn St, Windsor On N9E 4T3	RESI	RoofTop	9.36	28-Feb-18	advance monthly	\$30	280.80	0.50%
275246	100 Devondale St, Courville On L1E 1Z9	100 Devondale St, Courville On L1E 1Z9	RESI	RoofTop	9.00	28-Feb-18	advance monthly	\$30	270.00	0.50%
278415	95 Apollo Rd, Markham On L3S 4H2	95 Apollo Rd, Markham On L3S 4H2	RESI	RoofTop	7.20	28-Feb-18	advance monthly	\$30	216.00	0.50%
271354	7185 Tamar Rd, Mississauga On L5M 1Y7	7185 Tamar Rd, Mississauga On L5M 1Y7	RESI	RoofTop	7.20	28-Feb-18	advance monthly	\$30	216.00	0.50%
276387	269 Plymouth Trail, Newmarket On L3Y 6G6	269 Plymouth Trail, Newmarket On L3Y 6G6	RESI	RoofTop	9.00	28-Feb-18	advance monthly	\$30	270.00	0.50%
245807	1030 Eastlawn Ave, Windsor On N8S 3H9	1030 Eastlawn Ave, Windsor On N8S 3H9	RESI	RoofTop	9.00	28-Feb-18	advance monthly	\$30	270.00	0.50%
257031	299 Grondin St, Lasalle On N9J 3M7	299 Grondin St, Lasalle On N9J 3M7	RESI	RoofTop	7.20	28-Feb-18	advance monthly	\$30	216.00	0.50%
271962	1079 Simcoe St S, Oshawa On L1H 417	1079 Simcoe St S, Oshawa On L1H 417	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
265055	58 Steele St, Alliston On L9R 0E6	58 Steele St, Alliston On L9R 0E6	RESI	RoofTop	6.00	28-Feb-18	advance monthly	\$30	180.00	0.50%
257158	7885 Mount Olive Grove, Windsor On N8S 2A4	7885 Mount Olive Grove, Windsor On N8S 2A4	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
261492	70 Iron Block Dr, Brampton On L7A 0J1	70 Iron Block Dr, Brampton On L7A 0J1	RESI	RoofTop	6.00	28-Feb-18	advance monthly	\$30	180.00	0.50%
267324	23 Pol Ct, St. Thomas On N5R 5P9	23 Pol Ct, St. Thomas On N5R 5P9	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
277848	40 Oldewood Cres, St Thomas On N5R 6B2	40 Oldewood Cres, St Thomas On N5R 6B2	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
268479	279 Alma St, St. Thomas On N5P 3B9	279 Alma St, St. Thomas On N5P 3B9	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
272691	278 Hillside Dr, Mississauga On L5M 1G5	278 Hillside Dr, Mississauga On L5M 1G5	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
276977	278 Beechdown Dr, Waterloo On N2L 5W7	278 Beechdown Dr, Waterloo On N2L 5W7	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
269751	4841 Perimeter Cres, Windsor On N9G 3G8	4841 Perimeter Cres, Windsor On N9G 3G8	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
271591	43 Maple Crown Terr, Barrie On L4M 7H9	43 Maple Crown Terr, Barrie On L4M 7H9	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
276055	35 Breeze Dr, Bradford On L3Z 3A6	35 Breeze Dr, Bradford On L3Z 3A6	RESI	RoofTop	8.10	28-Feb-18	advance monthly	\$30	243.00	0.50%
276081	43 Lansdowne Cres, Markham On L6E 1M6	43 Lansdowne Cres, Markham On L6E 1M6	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
277086	26 Olesia St, Stony Creek On L3I 1A4	26 Olesia St, Stony Creek On L3I 1A4	RESI	RoofTop	6.00	28-Feb-18	advance monthly	\$30	180.00	0.50%
276271	24 Myrtle St, St Thomas On N5R 2E7	24 Myrtle St, St Thomas On N5R 2E7	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
275886	81 Longwood Dr, Waterloo On N2L 4B6	81 Longwood Dr, Waterloo On N2L 4B6	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
284622	9 Dunnville Road, Keswick On L4P 3Y7	9 Dunnville Road, Keswick On L4P 3Y7	RESI	RoofTop	6.00	28-Feb-18	advance monthly	\$30	180.00	0.50%
269096	1955 Fernside Ave, Windsor On N8T 2K9	1955 Fernside Ave, Windsor On N8T 2K9	RESI	RoofTop	8.10	28-Feb-18	advance monthly	\$30	240.00	0.50%
270532	2024 Kurlito Dr, Oshawa On L1K 0W7	2024 Kurlito Dr, Oshawa On L1K 0W7	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
269943	527 Halo St, Oshawa On L3L 0H9	527 Halo St, Oshawa On L3L 0H9	RESI	RoofTop	6.60	28-Feb-18	advance monthly	\$30	198.00	0.50%
275388	306 Highway Dr, St Thomas On N5R 5W9	306 Highway Dr, St Thomas On N5R 5W9	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
255681	6416 Warbler Lane, Mississauga On L5M 6E3	6416 Warbler Lane, Mississauga On L5M 6E3	RESI	RoofTop	7.20	28-Feb-18	advance monthly	\$30	216.00	0.50%
237567	38 Heintzman Cres, Maple On L4B 4T8	38 Heintzman Cres, Maple On L4B 4T8	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
249991	438 Acumen Crt, Mississauga On L5W 0E2	438 Acumen Crt, Mississauga On L5W 0E2	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
256236	313 Mclellan Ave, Amherstburg On N9V 4C5	313 Mclellan Ave, Amherstburg On N9V 4C5	RESI	RoofTop	9.36	28-Feb-18	advance monthly	\$30	280.80	0.50%
258978	247 Glenvalley Dr, Cambridge On N1T 1R3	247 Glenvalley Dr, Cambridge On N1T 1R3	RESI	RoofTop	5.76	28-Feb-18	advance monthly	\$30	172.80	0.50%
271555	1733 St Luke Rd, Windsor On N8Y 3B7	1733 St Luke Rd, Windsor On N8Y 3B7	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
261658	26 Windwood Dr, Leamington On N8H 4Y2	26 Windwood Dr, Leamington On N8H 4Y2	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
273869	42 Upper Ridge Cres, Brampton On L6P 2C7	42 Upper Ridge Cres, Brampton On L6P 2C7	RESI	RoofTop	9.36	28-Feb-18	advance monthly	\$30	280.80	0.50%
272747	23 Amariyllis Dr, Brampton On L7A 0M4	23 Amariyllis Dr, Brampton On L7A 0M4	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
272497	239 Newport Dr, Cambridge On N3M 5T2	239 Newport Dr, Cambridge On N3M 5T2	RESI	RoofTop	5.04	28-Feb-18	advance monthly	\$30	151.20	0.50%
271986	2796 Buckingham Dr, Windsor On N8T 2C2	2796 Buckingham Dr, Windsor On N8T 2C2	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
272440	4 Elizabeth St, Cambridge On N3C 2S8	4 Elizabeth St, Cambridge On N3C 2S8	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
272130	9 Regal Crt, Cambridge On N1R 5Z3	9 Regal Crt, Cambridge On N1R 5Z3	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
275327	62 Childerhouse Cres, Brantford On N3P 1Z7	62 Childerhouse Cres, Brantford On N3P 1Z7	RESI	RoofTop	9.30	28-Feb-18	advance monthly	\$30	279.00	0.50%
238894	95 Succession Cres, Barrie On L4M 7G6	95 Succession Cres, Barrie On L4M 7G6	RESI	RoofTop	9.00	28-Feb-18	advance monthly	\$30	270.00	0.50%
277260	479 Bluestream Rd, Waterloo On N2K 2K2	479 Bluestream Rd, Waterloo On N2K 2K2	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
278834	19 Roosevelt St, Lindsay On K9V 2N6	19 Roosevelt St, Lindsay On K9V 2N6	RESI	RoofTop	9.00	28-Feb-18	advance monthly	\$30	270.00	0.50%
279759	838 Rothsey Ave Cavan Monaghan On K9J 0G5	838 Rothsey Ave Cavan Monaghan On K9J 0G5	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
266233	104 Nicholson Dr, Barrie On L4M 0B2	104 Nicholson Dr, Barrie On L4M 0B2	RESI	RoofTop	7.20	28-Feb-18	advance monthly	\$30	216.00	0.50%
274203	309 Jellay Ave, Newmarket On L3X 1S5	309 Jellay Ave, Newmarket On L3X 1S5	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
275220	1439 Upper Sherman Ave, Hamilton On L9W 1C4	1439 Upper Sherman Ave, Hamilton On L9W 1C4	RESI	RoofTop	8.10	28-Feb-18	advance monthly	\$30	243.00	0.50%
268467	1485 Roxborough Blvd, Windsor On N9B 3H2	1485 Roxborough Blvd, Windsor On N9B 3H2	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
267578	830 Howard Ave, Windsor On N5A 1R9	830 Howard Ave, Windsor On N5A 1R9	RESI	RoofTop	4.68	28-Feb-18	advance monthly	\$30	140.40	0.50%
275331	194 Elm St, St Thomas On N5R 1J3	194 Elm St, St Thomas On N5R 1J3	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
272901	244 Almadhyne Ave, Maple On L6A 3A6	244 Almadhyne Ave, Maple On L6A 3A6	RESI	RoofTop	9.90	28-Feb-18	advance monthly	\$30	297.00	0.50%
268701	498 Brigantine Dr, Waterloo On N2K 4B7	498 Brigantine Dr, Waterloo On N2K 4B7	RESI	RoofTop	9.72	28-Feb-18	advance monthly	\$30	291.60	0.50%
283635	95 Church St, Keswick On L4P 1J4	95 Church St, Keswick On L4P 1J4	RESI	RoofTop	9.36	28-Feb-18	advance monthly	\$30	280.80	0.50%
242238	580 Mississauga Valley Blvd, Mississauga, On L5A 1Z1	580 Mississauga Valley Blvd, Mississauga, On L5A 1Z1	RESI							

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sqWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/Wp)	Total Management Services Fee (\$/year)	Escalation Rate
270825	2468 Olive Rd, Windsor On NBT 3N4	2468 Olive Rd, Windsor On NBT 3N4	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	292.00	0.50%
271679	3147 California Ave, Windsor On N9E 3K5	3147 California Ave, Windsor On N9E 3K5	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
271723	3297 Rosebair Rd, Windsor On N8R 1Y2	3297 Rosebair Rd, Windsor On N8R 1Y2	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
271870	39 Woodlawn Ave, Brantford On N3V 1A6	39 Woodlawn Ave, Brantford On N3V 1A6	RESI	Roofstop	9.60	30-Mar-18	advance monthly	\$30	288.00	0.50%
272038	32 Oakhurst Crescent, Kitchener On N2B 3K3	32 Oakhurst Crescent, Kitchener On N2B 3K3	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
272189	282 Fairwood Ave, Kewick On L4P 2G3	282 Fairwood Ave, Kewick On L4P 2G3	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
272928	154 Banting Cres, Angus On L0M 1B6	154 Banting Cres, Angus On L0M 1B6	RESI	Roofstop	5.76	30-Mar-18	advance monthly	\$30	172.80	0.50%
273662	6786 Concession 2 Hse, Cambridge On N3C 2V4	6786 Concession 2 Hse, Cambridge On N3C 2V4	RESI	Roofstop	9.00	30-Mar-18	advance monthly	\$30	270.00	0.50%
274151	14 Blue Spruce Crt, St Catharines On L2N 4E7	14 Blue Spruce Crt, St Catharines On L2N 4E7	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
274806	146 Fieldway Dr, Hamilton On L9A 2L6	146 Fieldway Dr, Hamilton On L9A 2L6	RESI	Roofstop	5.76	30-Mar-18	advance monthly	\$30	172.80	0.50%
275170	1 Picton St W, Hamilton On L8L 1E1	1 Picton St W, Hamilton On L8L 1E1	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
275264	4431 Curia Cres, Mississauga On L4Z 2Y3	4431 Curia Cres, Mississauga On L4Z 2Y3	RESI	Roofstop	8.28	30-Mar-18	advance monthly	\$30	248.40	0.50%
275393	42 Evergreen Dr, Whitby On L1N 6N6	42 Evergreen Dr, Whitby On L1N 6N6	RESI	Roofstop	9.30	30-Mar-18	advance monthly	\$30	278.00	0.50%
275571	35 Ravine Dr, Cambridge On N1R 2W6	35 Ravine Dr, Cambridge On N1R 2W6	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
275519	103 Cresswell Dr, Peterborough On K9K 2C4	103 Cresswell Dr, Peterborough On K9K 2C4	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
276713	699 Fortye Dr, Peterborough On K9K 2G4	699 Fortye Dr, Peterborough On K9K 2G4	RESI	Roofstop	8.64	30-Mar-18	advance monthly	\$30	255.20	0.50%
276749	168 Walton Dr, Aurora On L4G 3R8	168 Walton Dr, Aurora On L4G 3R8	RESI	Roofstop	5.40	30-Mar-18	advance monthly	\$30	162.00	0.50%
277116	357 Windsor St, Ottawa On L1H 6G7	357 Windsor St, Ottawa On L1H 6G7	RESI	Roofstop	9.00	30-Mar-18	advance monthly	\$30	270.00	0.50%
277445	6 Baldwin St, St Thomas On N5P 1X5	6 Baldwin St, St Thomas On N5P 1X5	RESI	Roofstop	6.00	30-Mar-18	advance monthly	\$30	180.00	0.50%
277468	1270 Haggis Dr, Peterborough On K9K 2S9	1270 Haggis Dr, Peterborough On K9K 2S9	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
277633	516 Rheinland Pl, Waterloo On N2V 2M9	516 Rheinland Pl, Waterloo On N2V 2M9	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
277883	391 Golden Orchard Rd, Maple On L6A 0M5	391 Golden Orchard Rd, Maple On L6A 0M5	RESI	Roofstop	9.36	30-Mar-18	advance monthly	\$30	280.80	0.50%
278278	161 Home St, Stratford On N5A 2A2	161 Home St, Stratford On N5A 2A2	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
278579	1537 Scotland Cres, Peterborough On K9H 7L2	1537 Scotland Cres, Peterborough On K9H 7L2	RESI	Roofstop	8.25	30-Mar-18	advance monthly	\$30	247.50	0.50%
279216	1420 Highway 7A, Bethany On L0A 1A0	1420 Highway 7A, Bethany On L0A 1A0	RESI	Roofstop	9.57	30-Mar-18	advance monthly	\$30	287.10	0.50%
279497	492 Hunterwood Crt, Waterloo On N2K 3E9	492 Hunterwood Crt, Waterloo On N2K 3E9	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
279615	420 Brock St, Windsor On N9C 2S9	420 Brock St, Windsor On N9C 2S9	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
279671	75 Church St W, Elmira On N3B 1N1	75 Church St W, Elmira On N3B 1N1	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
279817	2215 Concession Blvd, Cambridge On N3H 3S1	2215 Concession Blvd, Cambridge On N3H 3S1	RESI	Roofstop	7.20	30-Mar-18	advance monthly	\$30	216.00	0.50%
281382	72 Greendale Ave, Stouffville On L4A0S2	72 Greendale Ave, Stouffville On L4A0S2	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
282127	307 Castlefield Ave, Waterloo On N2K 2M4	307 Castlefield Ave, Waterloo On N2K 2M4	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
282921	20 Colonel Butler Cres, Niagara On The Lake On L0S 1J0	20 Colonel Butler Cres, Niagara On The Lake On L0S 1J0	RESI	Roofstop	9.72	30-Mar-18	advance monthly	\$30	291.60	0.50%
283867	85 Rose Glen Rd S, Port Hope On L1A 3V6	85 Rose Glen Rd S, Port Hope On L1A 3V6	RESI	Roofstop	9.36	30-Mar-18	advance monthly	\$30	280.80	0.50%
284646	135 St Jerome Cres, Kitchener On N2C 2K9	135 St Jerome Cres, Kitchener On N2C 2K9	RESI	Roofstop	9.24	30-Mar-18	advance monthly	\$30	277.20	0.50%
287655	106 Oak St, Stratford On N5A 6Z1	106 Oak St, Stratford On N5A 6Z1	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
285506	92 Red Ash Dr, Markham On L3S 4L2	92 Red Ash Dr, Markham On L3S 4L2	RESI	Roofstop	9.36	30-Mar-18	advance monthly	\$30	280.80	0.50%
2854207	161 Steepleridge St, Kitchener On N2P 2V1	161 Steepleridge St, Kitchener On N2P 2V1	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
285409	42 Darren Avenue, Whitby On L1R 3B8	42 Darren Avenue, Whitby On L1R 3B8	RESI	Roofstop	9.90	30-Mar-18	advance monthly	\$30	297.00	0.50%
285454	387 Grand Highland Way, Mississauga On L4Z 3W1	387 Grand Highland Way, Mississauga On L4Z 3W1	RESI	Roofstop	9.81	30-Mar-18	advance monthly	\$30	294.15	0.50%
281294	4229 Pheasant Run, Mississauga, On L5L 2B8	4229 Pheasant Run, Mississauga, On L5L 2B8	RESI	Roofstop	5.72	30-Apr-18	advance monthly	\$30	171.60	0.50%
261468	995 Linden Street, Innisfil On L9S 1W4	995 Linden Street, Innisfil On L9S 1W4	RESI	Roofstop	5.70	30-Apr-18	advance monthly	\$30	171.00	0.50%
265414	49 Suburban Dr, Mississauga On L5N 1H1	49 Suburban Dr, Mississauga On L5N 1H1	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
265459	3793 Partition Rd, Mississauga On L5N 8N3	3793 Partition Rd, Mississauga On L5N 8N3	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
262198	4871 Malden Rd, Windsor On N9E 3T7	4871 Malden Rd, Windsor On N9E 3T7	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
274645	777 Stargazer Dr, Mississauga On L5V 0C1	777 Stargazer Dr, Mississauga On L5V 0C1	RESI	Roofstop	9.00	30-Apr-18	advance monthly	\$30	270.00	0.50%
274657	61 Millwood Cres, Kitchener On N2P 1M6	61 Millwood Cres, Kitchener On N2P 1M6	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
274628	40 Newcastle Cres, Brampton On L6S 3H8	40 Newcastle Cres, Brampton On L6S 3H8	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
274644	1006 Baker St, Peterborough On K9H 7P7	1006 Baker St, Peterborough On K9H 7P7	RESI	Roofstop	8.64	30-Apr-18	advance monthly	\$30	255.20	0.50%
281116	829 Elmwood St, Kewick On L4P 3E9	829 Elmwood St, Kewick On L4P 3E9	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
282259	561 Humber Rd, Peterborough On K9J 1H1	561 Humber Rd, Peterborough On K9J 1H1	RESI	Roofstop	9.00	30-Apr-18	advance monthly	\$30	270.00	0.50%
282191	104 Pathman Rd, St Catharines On L2S 1T2	104 Pathman Rd, St Catharines On L2S 1T2	RESI	Roofstop	9.00	30-Apr-18	advance monthly	\$30	270.00	0.50%
276943	22 Arthur Rd, Heidelberg On N0B 2M1	22 Arthur Rd, Heidelberg On N0B 2M1	RESI	Roofstop	9.36	30-Apr-18	advance monthly	\$30	280.80	0.50%
278959	4209 Northwood Lakes Dr, Windsor On NG6 2W2	4209 Northwood Lakes Dr, Windsor On NG6 2W2	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
271889	3837 Ridgeway Way Mississauga, On L5N 7T7	3837 Ridgeway Way Mississauga, On L5N 7T7	RESI	Roofstop	5.04	30-Apr-18	advance monthly	\$30	151.20	0.50%
273476	826 Fairway Cres, Kitchener On N2A 4B5	826 Fairway Cres, Kitchener On N2A 4B5	RESI	Roofstop	5.70	30-Apr-18	advance monthly	\$30	171.00	0.50%
277208	30 Shere Ave, Whitby On L1R 2L7	30 Shere Ave, Whitby On L1R 2L7	RESI	Roofstop	7.56	30-Apr-18	advance monthly	\$30	226.80	0.50%
279038	2748 Virginia Park Ave, Windsor On N9E 2B7	2748 Virginia Park Ave, Windsor On N9E 2B7	RESI	Roofstop	9.00	30-Apr-18	advance monthly	\$30	270.00	0.50%
281737	1001 Maria St, Bridgenorth On K0L 1H0	1001 Maria St, Bridgenorth On K0L 1H0	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
293660	1050 Easthill Crt Newmarket L3Y5V3	1050 Easthill Crt Newmarket L3Y5V3	RESI	Roofstop	7.20	30-Apr-18	advance monthly	\$30	216.00	0.50%
241383	14 Dewsbourne Ave, Richmond Hill, On L4B 3G5	14 Dewsbourne Ave, Richmond Hill, On L4B 3G5	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
261322	40 Merganser Cres, Brampton On L6W 4G1	40 Merganser Cres, Brampton On L6W 4G1	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
271835	175 Simcoe St, Amherstburg On N9V 1M2	175 Simcoe St, Amherstburg On N9V 1M2	RESI	Roofstop	5.40	30-Apr-18	advance monthly	\$30	162.00	0.50%
258347	7 Peregrine Cres, Cambridge On N1T 1N9	7 Peregrine Cres, Cambridge On N1T 1N9	RESI	Roofstop	5.76	30-Apr-18	advance monthly	\$30	172.80	0.50%
257896	53 Romanelli Cres L168, Bradford On L3Z 0X7	53 Romanelli Cres L168, Bradford On L3Z 0X7	RESI	Roofstop	9.30	30-Apr-18	advance monthly	\$30	278.00	0.50%
272427	15 Carleton Trail, Beeton On L0G 1A0	15 Carleton Trail, Beeton On L0G 1A0	RESI	Roofstop	8.64	30-Apr-18	advance monthly	\$30	255.20	0.50%
285896	4628 107th Line, Beeton On L0G 1A0	4628 107th Line, Beeton On L0G 1A0	RESI	Roofstop	9.36	30-Apr-18	advance monthly	\$30	280.80	0.50%
293925	567 Krug St, Kitchener On N2B 1L8	567 Krug St, Kitchener On N2B 1L8	RESI	Roofstop	8.75	30-Apr-18	advance monthly	\$30	262.35	0.50%
263264	205 Westhollow Crt, Waterloo, On N2T 3A1	205 Westhollow Crt, Waterloo, On N2T 3A1	RESI	Roofstop	6.00	30-Apr-18	advance monthly	\$30	180.00	0.50%
271294	1056 Garth St, Hamilton On L8C 4L6	1056 Garth St, Hamilton On L8C 4L6	RESI	Roofstop	4.50	30-Apr-18	advance monthly	\$30	135.00	0.50%
274144	764 Cabana Rd E, Windsor On NG6 1A4	764 Cabana Rd E, Windsor On NG6 1A4	RESI	Roofstop	7.92	30-Apr-18	advance monthly	\$30	237.60	0.50%
273554	43 Brisbane Dr, Kitchener On N2C 2T6	43 Brisbane Dr, Kitchener On N2C 2T6	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
278155	175 Willis Rd, Woodbridge On L4L 2S4	175 Willis Rd, Woodbridge On L4L 2S4	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
281126	75 Cromwell Cres, Hamilton On L8Q 2G1	75 Cromwell Cres, Hamilton On L8Q 2G1	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
280307	1146 Hornuth Ave, Cambridge On N3H 2C7	1146 Hornuth Ave, Cambridge On N3H 2C7	RESI	Roofstop	7.50	30-Apr-18	advance monthly	\$30	225.00	0.50%
278532	6290 Henry Rd, Kendall On L0A 1E0	6290 Henry Rd, Kendall On L0A 1E0	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
282244	255 Armour Rd, Peterborough On K9H 1Y5	255 Armour Rd, Peterborough On K9H 1Y5	RESI	Roofstop	9.00	30-Apr-18	advance monthly	\$30	270.00	0.50%
279522	10 Dunbar Dr, Whitby On L1N 6R7	10 Dunbar Dr, Whitby On L1N 6R7	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
277489	102 Alwood Ave, Georgetown On L7G6C5	102 Alwood Ave, Georgetown On L7G6C5	RESI	Roofstop	8.91	30-Apr-18	advance monthly	\$30	267.30	0.50%
277787	36 Michelle Drive, St Catharines On L2S 3I8	36 Michelle Drive, St Catharines On L2S 3I8	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
278480	163 Niagara Trail, Georgetown On L7G 0H4	163 Niagara Trail, Georgetown On L7G 0H4	RESI	Roofstop	9.00	30-Apr-18	advance monthly	\$30	270.00	0.50%
285809	258 Sleaford St, Waterloo, On N2J 4Z7	258 Sleaford St, Waterloo, On N2J 4Z7	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
284864	17 Renway Dr, Georgetown On L7G 1P7	17 Renway Dr, Georgetown On L7G 1P7	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
285705	450 Devon St, Stratford On N4Z 1A7	450 Devon St, Stratford On N4Z 1A7	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
279528	6 Cross St, Elmira On N3B 2S4	6 Cross St, Elmira On N3B 2S4	RESI	Roofstop	9.24	30-Apr-18	advance monthly	\$30	277.20	0.50%
287152	33 Bastille St, Hamilton On L9B 2G5	33 Bastille St, Hamilton On L9B 2G5	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
298185	9 Leonard Dr, St Catharines On L2S 3V2	9 Leonard Dr, St Catharines On L2S 3V2	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
276322	162 Confederation St, Georgetown On L7G 4S8	162 Confederation St, Georgetown On L7G 4S8	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
279510	56 Goldcrest Dr, Stony Creek On L8C 4T8	56 Goldcrest Dr, Stony Creek On L8C 4T8	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
296360	373 Brigade Dr, Hamilton On L9B 2E3	373 Brigade Dr, Hamilton On L9B 2E3	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
277016	1196 Windsor Hill Blvd, Mississauga On L5V 1N9	1196 Windsor Hill Blvd, Mississauga On L5V 1N9	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
277790	93 Greta Place, Welland On L3C 7H5	93 Greta Place, Welland On L3C 7H5	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
283574	140 Champlain Dr, Fort Erie On L2A 1T8	140 Champlain Dr, Fort Erie On L2A 1T8	RESI	Roofstop	9.90	30-Apr-18	advance monthly	\$30	297.00	0.50%
283069	3615 Silverglains Dr, Mississauga On L4X 2P6	3615 Silverglains Dr, Mississauga On L4X 2P6	RESI	Roofstop	9.72	30-Apr-18	advance monthly	\$30	291.60	0.50%
279929	58 Stonelign Way, Hamilton On L0R 1W0	58 Stonelign Way, Hamilton On L0R 1W0	RESI	Roofstop	9.30	30-Apr-18	advance monthly	\$30	278.00	0.50%
286040	50 Fullerton Cres, Markham On L3R 3G5	50 Fullerton Cres, Markham On L3R 3G5	RESI	Roofstop</						

FIRST AMENDMENT TO THE MANAGEMENT SERVICES AGREEMENT

This First Amendment (the “**Amendment**”) is entered into by and among GSC Solar Leasing II LP, by its general partner GSC Solar Leasing II GP Inc., a limited partnership existing under the laws of the Province of Ontario (the “**Owner**”), and Grasshopper Solar Corporation, a corporation incorporated under the laws of the Province of Ontario (the “**Operator**”), as of October 11, 2018 (the “**Effective Date**”).

RECITALS:

- A. The Owner and the Operator are parties to a Management Services Agreement dated August 31, 2017 (the “**Agreement**”), made in connection with the provision of operation, maintenance, and management services for certain power generation facilities.
- B. The Owner and the Operator desire to supplement Schedule C to the Agreement.

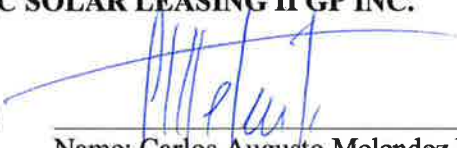
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Interpretation. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Amendment to Schedule C. Schedule C to the Agreement is supplemented by Schedule A attached to this Amendment.
3. Benefits. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
4. Effect. Except as expressly herein amended, the terms and conditions of the Agreement shall remain in full force and effect.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

[Signature pages to follow]

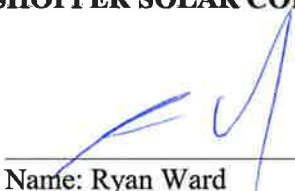
IN WITNESS OF WHICH the parties have duly executed this Agreement.

GSC SOLAR LEASING II LP, by its general partner,
GSC SOLAR LEASING II GP INC.

By: 

Name: Carlos Augusto Melendez Rodriguez
Title: Authorized Signing Officer

GRASSHOPPER SOLAR CORPORATION

By: 

Name: Ryan Ward
Title: Authorized Signing Officer

**SCHEDULE A
SUPPLEMENTED PROJECTS**

See attached sheet.

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (w/tp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/A/Wp)	Total Management Services Fee (\$/year)	Escalation Rate
284241	4898 Barcelona Cres, Windsor ON N9G 3G1	4898 Barcelona Cres, Windsor ON N9G 3G1	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
274260	635 West 5th St, Hamilton ON L8C 3A1	635 West 5th St, Hamilton ON L8C 3A1	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
306980	701 West 5th Street, Hamilton ON L8C 3B3	701 West 5th Street, Hamilton ON L8C 3B3	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
270289	2753 Robert Rd, Windsor ON N8W 5L9	2753 Robert Rd, Windsor ON N8W 5L9	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
291022	38 Gatineau Dr, Hamilton ON L8T2W5	38 Gatineau Dr, Hamilton ON L8T2W5	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
298026	52 Gee Cres, Lindsay ON K9V0G9	52 Gee Cres, Lindsay ON K9V0G9	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
217585	154 Stark Cres, Woodbridge ON L4H 0A4	154 Stark Cres, Woodbridge ON L4H 0A4	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
295647	3035 Cornish Hollow Rd, Cobourg ON K9A4J9	3035 Cornish Hollow Rd, Cobourg ON K9A4J9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
261074	100 Fairhill Ave, Brampton ON L7A 2H5	100 Fairhill Ave, Brampton ON L7A 2H5	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
302163	242 Slater Cres, Oakville ON L6K 2C8	242 Slater Cres, Oakville ON L6K 2C8	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
285760	45 Uplands Drive, Kitchener ON N2M 4X3	45 Uplands Drive, Kitchener ON N2M 4X3	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
261275	1 Valleyview Rd, Thornhill ON L3T 6X6	1 Valleyview Rd, Thornhill ON L3T 6X6	RESI	RoofTop	9.57	30-Jun-18	advance monthly	\$30	287.10	0.50%
284962	74 Joycedale St, Markham ON L3S 3J2	74 Joycedale St, Markham ON L3S 3J2	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
297648	52 Heather Ave, Cambridge ON N3C 3C2	52 Heather Ave, Cambridge ON N3C 3C2	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
288578	44 Nobbs Drive, Ajax ON L1T4L8	44 Nobbs Drive, Ajax ON L1T4L8	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
291758	38 Metcalfe Court Georgetown ON L7G 4N9	38 Metcalfe Court Georgetown ON L7G 4N9	RESI	RoofTop	9.57	30-Jun-18	advance monthly	\$30	287.10	0.50%
271822	9908 Holly Cres, Windsor ON N8R 1Y6	9908 Holly Cres, Windsor ON N8R 1Y6	RESI	RoofTop	8.91	30-Jun-18	advance monthly	\$30	267.30	0.50%
267417	127 Powell Rd, Brantford ON N3T 0E4	127 Powell Rd, Brantford ON N3T 0E4	RESI	RoofTop	9.57	30-Jun-18	advance monthly	\$30	287.10	0.50%
296529	20 Chateleine Dr, Markham ON L3S 3S9	20 Chateleine Dr, Markham ON L3S 3S9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
297907	6309 County Rd 13, Everett ON L0M1J0	6309 County Rd 13, Everett ON L0M1J0	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
306874	3471 Drummond Rd, Mississauga ON L5L 4H6	3471 Drummond Rd, Mississauga ON L5L 4H6	RESI	RoofTop	9.24	30-Jun-18	advance monthly	\$30	277.20	0.50%
285402	4 Goodman Cres, St Catharines ON L2S3V7	4 Goodman Cres, St Catharines ON L2S3V7	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
267749	2840 Lionel Dr Windsor, ON N8X 4X7	2840 Lionel Dr Windsor, ON N8X 4X7	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
266183	1024 Queensdale Ave E, Hamilton ON L8T 1J3	1024 Queensdale Ave E, Hamilton ON L8T 1J3	RESI	RoofTop	9.24	30-Jun-18	advance monthly	\$30	277.20	0.50%
275281	79 Richmond Park Dr, Kewaskum ON L4P 0A3	79 Richmond Park Dr, Kewaskum ON L4P 0A3	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
265993	1043 Silverdale Dr, Windsor ON N9C2R9	1043 Silverdale Dr, Windsor ON N9C2R9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
249755	12 Cumming St, St Catharines ON L2S 1H7	12 Cumming St, St Catharines ON L2S 1H7	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
275628	667 Sarah Crt, Windsor, ON N9G 2Y8	667 Sarah Crt, Windsor, ON N9G 2Y8	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
306877	77 Appleblossom Drive, Hamilton ON L9K 7W3	77 Appleblossom Drive, Hamilton ON L9K 7W3	RESI	RoofTop	7.92	30-Jun-18	advance monthly	\$30	271.60	0.50%
291081	780 Terlin Blvd, Mississauga ON L5R 1T2	780 Terlin Blvd, Mississauga ON L5R 1T2	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
285151	2485 Secreto Dr, Oshawa ON L1L 0H6	2485 Secreto Dr, Oshawa ON L1L 0H6	RESI	RoofTop	7.92	30-Jun-18	advance monthly	\$30	271.60	0.50%
280290	7062 Eagle Crescent Amherstburg NOR L10	7062 Eagle Crescent Amherstburg NOR L10	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
288149	28 Rosehill Crt, Cambridge ON N1S 3H9	28 Rosehill Crt, Cambridge ON N1S 3H9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
278825	1195 Front Rd, St Williams ON L9M 1P0	1195 Front Rd, St Williams ON L9M 1P0	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
296649	216 Bag Creek Rd, Caledonia ON N3W2G9	216 Bag Creek Rd, Caledonia ON N3W2G9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
282340	132 Diorio Circle, Ancaster ON L9K 1T3	132 Diorio Circle, Ancaster ON L9K 1T3	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
300271	547 Kelvedon Mews, Mississauga ON L4Z 1G3	547 Kelvedon Mews, Mississauga ON L4Z 1G3	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
295493	475158 County Rd 11, Amaranth ON L9W 0R6	475158 County Rd 11, Amaranth ON L9W 0R6	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
290031	546 Lucie Street, Orlino ON L2V 4P9	546 Lucie Street, Orlino ON L2V 4P9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
287628	7 Benson Ave Mono ON L9W 6W7	7 Benson Ave Mono ON L9W 6W7	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
287191	6 Mavin St, Brantford ON N3T 6N1	6 Mavin St, Brantford ON N3T 6N1	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
295416	3 Lifestyle Court St. Catharines ON L2M 7Y8	3 Lifestyle Court St. Catharines ON L2M 7Y8	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
290919	112 Mill St, Orono ON L0B1M0	112 Mill St, Orono ON L0B1M0	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
287237	3 Sewell Crescent Ajax L1Z 0N7	3 Sewell Crescent Ajax L1Z 0N7	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
291081	1230 Orchard Avenue, Fort Erie ON L2A 3C9	1230 Orchard Avenue, Fort Erie ON L2A 3C9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
278520	170 Stanton St, Fort Erie ON L2A 3N5	170 Stanton St, Fort Erie ON L2A 3N5	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
278714	35 Logan Lane Single Family, Lindsay ON K9V 0L6	35 Logan Lane Single Family, Lindsay ON K9V 0L6	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
291364	18 Port St, Brantford ON N2S 1Y1	18 Port St, Brantford ON N2S 1Y1	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
264140	16 Sheppard St, Brantford ON N3T 6P7	16 Sheppard St, Brantford ON N3T 6P7	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
283413	45 Collier Cres, Angus ON L0M 1B5	45 Collier Cres, Angus ON L0M 1B5	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
297271	957242 7Th Line, Mulmur ON L9V0M7	957242 7Th Line, Mulmur ON L9V0M7	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
282427	47098 BROUWERS LINE ST THOMAS ON NSP 356	47098 BROUWERS LINE ST THOMAS ON NSP 356	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
297101	4760 L4th Line, Caledonia ON L10 1T2	4760 L4th Line, Caledonia ON L10 1T2	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
285269	83 Royal Oak Dr, St. Catharines ON L2N 6K6	83 Royal Oak Dr, St. Catharines ON L2N 6K6	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
287950	17 Cardinal St, Elmira ON N3B 1E9	17 Cardinal St, Elmira ON N3B 1E9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
287477	5824 Prairie Cr, Mississauga ON L5N 6B4	5824 Prairie Cr, Mississauga ON L5N 6B4	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
310155	5168 Cosmic Cres, Mississauga ON L4Z 3S1	5168 Cosmic Cres, Mississauga ON L4Z 3S1	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
298620	2864 Monahan Ave, Windsor ON N8T 2J6	2864 Monahan Ave, Windsor ON N8T 2J6	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
285168	92 Venice Cres, Thornhill ON L4J 7T1	92 Venice Cres, Thornhill ON L4J 7T1	RESI	RoofTop	9.57	30-Jun-18	advance monthly	\$30	287.10	0.50%
297691	294 Westheights Dr, Kitchener ON N2N1J9	294 Westheights Dr, Kitchener ON N2N1J9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
297798	7 Royal Oak Dr, St. Catharines ON L2N 4B7	7 Royal Oak Dr, St. Catharines ON L2N 4B7	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
291369	4 Pleasant Pl, Paris ON N3L 3S1	4 Pleasant Pl, Paris ON N3L 3S1	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
266291	1289 Line 3 Rd, Niagara On The Lake ON L0S 1J0	1289 Line 3 Rd, Niagara On The Lake ON L0S 1J0	RESI	RoofTop	9.36	30-Jun-18	advance monthly	\$30	280.80	0.50%
277460	9 Hilborn Street, Grand Valley On L9W 6T9	9 Hilborn Street, Grand Valley On L9W 6T9	RESI	RoofTop	9.36	30-Jun-18	advance monthly	\$30	280.80	0.50%
288481	10 Leonard Dr, St. Catharines ON L2S3V2	10 Leonard Dr, St. Catharines ON L2S3V2	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
295581	20 Valerie Crt, Cambridge ON N3C 3H4	20 Valerie Crt, Cambridge ON N3C 3H4	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
287075	3 Arfild Ave, Ajax ON L1Z 0E9	3 Arfild Ave, Ajax ON L1Z 0E9	RESI	RoofTop	9.28	30-Jun-18	advance monthly	\$30	277.20	0.50%
287160	11 Depeuter Cres, Bradford ON L3Z 3A4	11 Depeuter Cres, Bradford ON L3Z 3A4	RESI	RoofTop	9.57	30-Jun-18	advance monthly	\$30	287.10	0.50%
295321	4 Meadowlark Dr, Georgetown ON L7G 6N2	4 Meadowlark Dr, Georgetown ON L7G 6N2	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
266210	5299 Creditview Rd, Mississauga ON L5V 1T6	5299 Creditview Rd, Mississauga ON L5V 1T6	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
295304	21 Colcrest St, Hamilton ON L8C 3P9	21 Colcrest St, Hamilton ON L8C 3P9	RESI	RoofTop	9.36	30-Jun-18	advance monthly	\$30	281.80	0.50%
287682	170 Cole Cres, Niagara On The Lake ON L0S 1J0	170 Cole Cres, Niagara On The Lake ON L0S 1J0	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
268671	668 Drifftcurrent Dr, Mississauga ON L4Z3Z4	668 Drifftcurrent Dr, Mississauga ON L4Z3Z4	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
267195	189 Governors Rd, E. Paris ON N3L 3E1	189 Governors Rd, E. Paris ON N3L 3E1	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
286926	12 Ashburton Cres, Angus ON L0M1B0	12 Ashburton Cres, Angus ON L0M1B0	RESI	RoofTop	9.57	30-Jun-18	advance monthly	\$30	287.10	0.50%
297380	200 Tigaitail Cres, Bradford ON L3Z 0M4	200 Tigaitail Cres, Bradford ON L3Z 0M4	RESI	RoofTop	9.57	30-Jun-18	advance monthly	\$30	287.10	0.50%
271519	923 Queensdale Ave E, Hamilton ON L8V 1N5	923 Queensdale Ave E, Hamilton ON L8V 1N5	RESI	RoofTop	9.60	30-Jun-18	advance monthly	\$30	288.00	0.50%
278036	90 Howell Rd, Oakville ON L6H 5Z6	90 Howell Rd, Oakville ON L6H 5Z6	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
203857	4113 Jettson Cres, Mississauga, ON L5L 1Z2	4113 Jettson Cres, Mississauga, ON L5L 1Z2	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
295461	56 Southmeadow Dr, Bowmanville ON L1C 4E3	56 Southmeadow Dr, Bowmanville ON L1C 4E3	RESI	RoofTop	8.91	30-Jun-18	advance monthly	\$30	267.30	0.50%
271566	20103 Winston Churchill Blvd, Caledon ON L7K1J7	20103 Winston Churchill Blvd, Caledon ON L7K1J7	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
288232	19 Hill Street Action T72W3	19 Hill Street Action T72W3	RESI	RoofTop	9.24	30-Jun-18	advance monthly	\$30	277.20	0.50%
243793	942 Moy Ave, Windsor, ON N9A 2P1	942 Moy Ave, Windsor, ON N9A 2P1	RESI	RoofTop	6.93	30-Jun-18	advance monthly	\$30	207.90	0.50%
284871	102 Riverwalk Dr, Markham ON L6H 0B9	102 Riverwalk Dr, Markham ON L6H 0B9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
295831	66 Ridout St, Ajax ON L1S3P8	66 Ridout St, Ajax ON L1S3P8	RESI	RoofTop	9.57	30-Jun-18	advance monthly	\$30	287.10	0.50%
298726	55 Carrington Dr, Richmond Hill ON L4C 8A5	55 Carrington Dr, Richmond Hill ON L4C 8A5	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
282367	6799 Line B6, TWP of Woolwich ON N3B 2Z2	6799 Line B6, TWP of Woolwich ON N3B 2Z2	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
240573	10 Plunkett Court, Barris, ON L4N 6M3	10 Plunkett Court, Barris, ON L4N 6M3	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
285900	13 Cornwall St, Oshawa ON K0L2W0	13 Cornwall St, Oshawa ON K0L2W0	RESI	RoofTop	9.24	30-Jun-18	advance monthly	\$30	277.20	0.50%
295091	43 Fatima Cres, Cambridge ON N1R 7Z7	43 Fatima Cres, Cambridge ON N1R 7Z7	RESI	RoofTop	8.91	30-Jun-18	advance monthly	\$30	267.30	0.50%
282170	352 Albany St, Fort Erie ON L2A 1L9	352 Albany St, Fort Erie ON L2A 1L9	RESI	RoofTop	9.72	30-Jun-18	advance monthly	\$30	291.60	0.50%
279155	15 Beechnut St, Mono ON L9W4A6	15 Beechnut St, Mono ON L9W4A6	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
289062	102 Withs Court, Brimley ON L8R 1C9	102 Withs Court, Brimley ON L8R 1C9	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
285954	4077 Jettson Cres, Mississauga ON L5L 1Z2	4077 Jettson Cres, Mississauga ON L5L 1Z2	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
296787	71 Drinkwater Dr, Cambridge ON N1P 1G5	71 Drinkwater Dr, Cambridge ON N1P 1G5	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (w/wp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/w/wp)	Total Management Services Fee (\$/year)	Escalation Rate
282636	807 Grand Banks Dr, Waterloo ON N2K 4N6	807 Grand Banks Dr, Waterloo ON N2K 4N6	RESI	RoofTop	6.84	30-Jun-18	advance monthly	\$30	205.20	0.50%
284802	1204 Tulip Tree Rd, Thorold ON L2V 0A2	124 Tulip Tree Rd, Thorold ON L2V 0A2	RESI	RoofTop	7.92	30-Jun-18	advance monthly	\$30	217.60	0.50%
295402	205 Hodgdon Drive, Newmarket ON L3Y1E3	205 Hodgdon Drive, Newmarket ON L3Y1E3	RESI	RoofTop	7.19	30-Jun-18	advance monthly	\$30	227.20	0.50%
276255	478 Hall Ave, Windsor ON N9A 2L8	478 Hall Ave, Windsor ON N9A 2L8	RESI	RoofTop	5.76	30-Jun-18	advance monthly	\$30	172.80	0.50%
287335	18 Ross Wright Ave, Bowmanville ON L1C 0P6	18 Ross Wright Ave, Bowmanville ON L1C 0P6	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
283751	444 Simcoe Rd, Bradford ON L3Z 3A1	444 Simcoe Rd, Bradford ON L3Z 3A1	RESI	RoofTop	5.76	30-Jun-18	advance monthly	\$30	172.80	0.50%
284455	993105 Mono Adjuts Time, Orangeville ON L9W222	993105 Mono Adjuts Time, Orangeville ON L9W222	RESI	RoofTop	8.28	30-Jun-18	advance monthly	\$30	248.20	0.50%
277109	23 Bricker Crt, Brantford ON N3T 6R7	23 Bricker Crt, Brantford ON N3T 6R7	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
287291	98 Mowat St, Stratford ON N5A 2B9	98 Mowat St, Stratford ON N5A 2B9	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
295756	205 Frederick street, Bradford ON L3Z 1K3	205 Frederick street, Bradford ON L3Z 1K3	RESI	RoofTop	8.58	30-Jun-18	advance monthly	\$30	257.40	0.50%
289782	18 Carver Dr, Brimbrock ON L0R1C0	18 Carver Dr, Brimbrock ON L0R1C0	RESI	RoofTop	5.76	30-Jun-18	advance monthly	\$30	172.80	0.50%
289847	152 Glenewy Crt, Newmarket ON L3Y 7S3	152 Glenewy Crt, Newmarket ON L3Y 7S3	RESI	RoofTop	8.25	30-Jun-18	advance monthly	\$30	247.50	0.50%
298313	1581 Goyeau St, Windsor ON N8X 3L5	1581 Goyeau St, Windsor ON N8X 3L5	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
275767	41 Algeo Way, Bradford ON L3Z 0W1	41 Algeo Way, Bradford ON L3Z 0W1	RESI	RoofTop	5.76	30-Jun-18	advance monthly	\$30	172.80	0.50%
298019	635 Montpeller Dr, Waterloo ON N2T 0B3	635 Montpeller Dr, Waterloo ON N2T 0B3	RESI	RoofTop	6.93	30-Jun-18	advance monthly	\$30	207.90	0.50%
287903	2421 Eden Valley Drive, Oakville ON L6H 6L2	2421 Eden Valley Drive, Oakville ON L6H 6L2	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
284511	75 Mackenzie King Avenue, St. Catharines ON L2P 0E1	75 Mackenzie King Avenue, St. Catharines ON L2P 0E1	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
298666	703 Carlisle Street, Cobourg ON K9A5E4	703 Carlisle Street, Cobourg ON K9A5E4	RESI	RoofTop	6.60	30-Jun-18	advance monthly	\$30	198.00	0.50%
297709	324 King St E, Mount Albert ON L0G1M0	324 King St E, Mount Albert ON L0G1M0	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
277791	21 Dalemere Cres, St. Catharines ON L2N 7K4	21 Dalemere Cres, St. Catharines ON L2N 7K4	RESI	RoofTop	6.00	30-Jun-18	advance monthly	\$30	180.00	0.50%
272364	75 Aspen Cres, Elmira ON N0B 1J9	75 Aspen Cres, Elmira ON N0B 1J9	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
245872	1184 SUMACH CRES WINDSOR ON Canada N8S 2S4	1184 SUMACH CRES WINDSOR ON Canada N8S 2S4	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
288167	78 Penfound Dr, Bowmanville ON L1C4B9	78 Penfound Dr, Bowmanville ON L1C4B9	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
275477	94 Tobey Cres, Hamilton ON L8T 2N8	94 Tobey Cres, Hamilton ON L8T 2N8	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
218891	11 Gleneden Crt, Cambridge ON N3R 7M4	11 Gleneden Crt, Cambridge ON N3R 7M4	RESI	RoofTop	5.76	30-Jun-18	advance monthly	\$30	172.80	0.50%
272917	1265 Fouglove Pl, Mississauga ON L5V 2N3	1265 Fouglove Pl, Mississauga ON L5V 2N3	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
260286	195 Osborn Avenue, Brantford ON N3T 0A1	195 Osborn Avenue, Brantford ON N3T 0A1	RESI	RoofTop	5.70	30-Jun-18	advance monthly	\$30	171.00	0.50%
299007	481 Brisdale Dr, Brampton ON L7A 4P9	481 Brisdale Dr, Brampton ON L7A 4P9	RESI	RoofTop	5.61	30-Jun-18	advance monthly	\$30	168.30	0.50%
265524	104 Moore Park Cres, Georgetown ON L7G2T4	104 Moore Park Cres, Georgetown ON L7G2T4	RESI	RoofTop	5.40	30-Jun-18	advance monthly	\$30	162.00	0.50%
290992	10 Allan Dr, St Catharines ON L2N 1E9	10 Allan Dr, St Catharines ON L2N 1E9	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
296053	533 Teakwood Drive, Waterloo ON N2J4L5	533 Teakwood Drive, Waterloo ON N2J4L5	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
296711	8 Lealinds Rd, Maple ON L6A 0P5	8 Lealinds Rd, Maple ON L6A 0P5	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
284075	66 Chaplin Ave, St Catharines ON L2R 2E7	66 Chaplin Ave, St Catharines ON L2R 2E7	RESI	RoofTop	5.76	30-Jun-18	advance monthly	\$30	168.30	0.50%
286601	589 Sherbrooke St, Peterborough ON K9J 2P4	589 Sherbrooke St, Peterborough ON K9J 2P4	RESI	RoofTop	5.61	30-Jun-18	advance monthly	\$30	172.80	0.50%
298623	2212 Turner Rd, Windsor ON N9W 3K5	2212 Turner Rd, Windsor ON N9W 3K5	RESI	RoofTop	5.04	30-Jun-18	advance monthly	\$30	156.00	0.50%
296534	71 Andreea Dr, Woodbridge ON L4H 4H3	71 Andreea Dr, Woodbridge ON L4H 4H3	RESI	RoofTop	5.61	30-Jun-18	advance monthly	\$30	168.30	0.50%
285506	104 Major Buttons Dr, Markham ON L3P 3X5	104 Major Buttons Dr, Markham ON L3P 3X5	RESI	RoofTop	5.28	30-Jun-18	advance monthly	\$30	158.40	0.50%
285678	202 Bedford Rd, Kitchener ON N2G 3A6	202 Bedford Rd, Kitchener ON N2G 3A6	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
297984	618 County Rd 36, Lindsay ON L4Y 4B3	618 County Rd 36, Lindsay ON L4Y 4B3	RESI	RoofTop	5.94	30-Jun-18	advance monthly	\$30	178.20	0.50%
288048	116 Meadow Dr, Orangeville ON L9W 4I8	116 Meadow Dr, Orangeville ON L9W 4I8	RESI	RoofTop	9.90	30-Jun-18	advance monthly	\$30	297.00	0.50%
258083	7 Norm Cres, Markham ON L3S 2B3	7 Norm Cres, Markham ON L3S 2B3	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
265773	6205 Kintree Cr, Mississauga ON L5N 3B9	6205 Kintree Cr, Mississauga ON L5N 3B9	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
272007	1680 Memorial Dr, Windsor ON N9W 1V6	1680 Memorial Dr, Windsor ON N9W 1V6	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
277338	1133 Garden Court Dr, Windsor ON N8S 2S1	1133 Garden Court Dr, Windsor ON N8S 2S1	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
279549	15 Antoria Ave, Woodbridge ON L4H352	15 Antoria Ave, Woodbridge ON L4H352	RESI	RoofTop	9.24	31-Jul-18	advance monthly	\$30	277.20	0.50%
281070	109 Ashford Rd, Bradford ON L3Z0A7	109 Ashford Rd, Bradford ON L3Z0A7	RESI	RoofTop	8.91	31-Jul-18	advance monthly	\$30	267.30	0.50%
281407	112 Stefford Cres, Brampton ON L7A 4P7	112 Stefford Cres, Brampton ON L7A 4P7	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
281181	50 Jenkins Ave, Tottenham, ON L0G 1W0	50 Jenkins Ave, Tottenham, ON L0G 1W0	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
284731	31 Michaelis St, Alliston ON L9R 0L8	31 Michaelis St, Alliston ON L9R 0L8	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
285069	89 Tyngville Ctr, Brantford ON L7A 4B2	89 Tyngville Ctr, Brantford ON L7A 4B2	RESI	RoofTop	5.94	31-Jul-18	advance monthly	\$30	178.20	0.50%
285297	10 Cambridge Ave, Orangeville L9W 3M3	10 Cambridge Ave, Orangeville L9W 3M3	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
285912	35 Cranbrook St, Kitchener ON N2P2T2	35 Cranbrook St, Kitchener ON N2P2T2	RESI	RoofTop	9.24	31-Jul-18	advance monthly	\$30	277.20	0.50%
287412	12 Barbary Rd, Brantford ON N3P 1C2	12 Barbary Rd, Brantford ON N3P 1C2	RESI	RoofTop	9.28	31-Jul-18	advance monthly	\$30	284.40	0.50%
287453	519 Laurie Ave, Peterborough ON K9L1X7	519 Laurie Ave, Peterborough ON K9L1X7	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
296297	28 Vasselie Cres, Unionville ON L3R9P4	28 Vasselie Cres, Unionville ON L3R9P4	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
296460	16 Black Diamond Cres, Brampton ON L6X0V8	16 Black Diamond Cres, Brampton ON L6X0V8	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
297193	1 Carter Cres, Cambridge ON N1R7J9	1 Carter Cres, Cambridge ON N1R7J9	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
298074	332 Wellington ST St. Thomas NSR 2T3	332 Wellington ST St. Thomas NSR 2T3	RESI	RoofTop	9.57	31-Jul-18	advance monthly	\$30	287.10	0.50%
289854	28 Henry St, Thornton ON L0L 2N0	28 Henry St, Thornton ON L0L 2N0	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
299140	158 Delrex Blvd, Georgetown ON L7G 4E2	158 Delrex Blvd, Georgetown ON L7G 4E2	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
276183	3283 Riberty Rd, Windsor ON N6W3V1	3283 Riberty Rd, Windsor ON N6W3V1	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
281223	153 Glen Rd, Kitchener ON N2M 3G3	153 Glen Rd, Kitchener ON N2M 3G3	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
283194	58 Rogers Trail, Bradford ON L3Z 0G5	58 Rogers Trail, Bradford ON L3Z 0G5	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
296029	11915 Cobblestone Cres, Windsor ON N8P 1T7	11915 Cobblestone Cres, Windsor ON N8P 1T7	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
297323	63 Cartier Drive, Kitchener ON N2E3E3	63 Cartier Drive, Kitchener ON N2E3E3	RESI	RoofTop	5.70	31-Jul-18	advance monthly	\$30	171.00	0.50%
243867	166 Twin Hills Cres Woodbridge ON L4H 0E3	166 Twin Hills Cres Woodbridge ON L4H 0E3	RESI	RoofTop	9.24	31-Jul-18	advance monthly	\$30	277.20	0.50%
263404	2380 Lesperance Rd, Windsor ON N8N 2W4	2380 Lesperance Rd, Windsor ON N8N 2W4	RESI	RoofTop	9.72	31-Jul-18	advance monthly	\$30	281.60	0.50%
264404	88 Castledown PL, Cambridge ON N1R 8K7	88 Castledown PL, Cambridge ON N1R 8K7	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
264779	237 Vansickle Road, St. Catharines ON L2S 3V3	237 Vansickle Road, St. Catharines ON L2S 3V3	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
265261	28 Ferrier Lane, Brantford ON N3T 0A5	28 Ferrier Lane, Brantford ON N3T 0A5	RESI	RoofTop	9.57	31-Jul-18	advance monthly	\$30	287.10	0.50%
265724	1781 Earfield Avenue, Crystal Beach ON L0S 1B0	1781 Earfield Avenue, Crystal Beach ON L0S 1B0	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
270111	443 Leasabe St, Oshawa ON L1K 1E3	443 Leasabe St, Oshawa ON L1K 1E3	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
271201	108 Gilmour Cres, Kitchener ON N2M 4N4	108 Gilmour Cres, Kitchener ON N2M 4N4	RESI	RoofTop	6.00	31-Jul-18	advance monthly	\$30	180.00	0.50%
271498	3066 Lloyd George Blvd, Windsor ON N1T 2V2	3066 Lloyd George Blvd, Windsor ON N1T 2V2	RESI	RoofTop	6.61	31-Jul-18	advance monthly	\$30	168.30	0.50%
271556	140 Waterford Dr, Brampton ON L6V 3T2	140 Waterford Dr, Brampton ON L6V 3T2	RESI	RoofTop	5.72	31-Jul-18	advance monthly	\$30	167.40	0.50%
272013	6340 Wyandette St. E, Windsor ON N8S 1N6	6340 Wyandette St. E, Windsor ON N8S 1N6	RESI	RoofTop	5.70	31-Jul-18	advance monthly	\$30	171.00	0.50%
275232	24 George Street Thorold L0J1L0	24 George Street Thorold L0J1L0	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
275977	5601 Concession Rd 6, Everett ON L0M1J0	5601 Concession Rd 6, Everett ON L0M1J0	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
276296	2534 Denure Dr, Peterborough ON K9Y2S9	2534 Denure Dr, Peterborough ON K9Y2S9	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
277222	0111 Prince Charles Dr, Oakville ON L6H 3E1	0111 Prince Charles Dr, Oakville ON L6H 3E1	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
277444	112 Summerdale Dr, Markham ON L3T 6Y6	112 Summerdale Dr, Markham ON L3T 6Y6	RESI	RoofTop	9.24	31-Jul-18	advance monthly	\$30	277.20	0.50%
277967	457 Andale Rd, Elmira ON N2K 2E3	457 Andale Rd, Elmira ON N2K 2E3	RESI	RoofTop	9.72	31-Jul-18	advance monthly	\$30	291.60	0.50%
278213	1342 Corn Street, Inisfil ON L9S0B2	1342 Corn Street, Inisfil ON L9S0B2	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
278342	106 Trimind Crt, Oshawa ON L1K 6J6	106 Trimind Crt, Oshawa ON L1K 6J6	RESI	RoofTop	9.72	31-Jul-18	advance monthly	\$30	291.60	0.50%
279153	28 Andy Cres, Woodbridge ON L4H 1C3	28 Andy Cres, Woodbridge ON L4H 1C3	RESI	RoofTop	9.57	31-Jul-18	advance monthly	\$30	287.10	0.50%
279488	79 Beaver Cres, Brantford ON N3P 1T3	79 Beaver Cres, Brantford ON N3P 1T3	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
279595	21 Scotia Ave, Hamilton ON L8K4K4	21 Scotia Ave, Hamilton ON L8K4K4	RESI	RoofTop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
280374	226 Douglas St Fort Erie ON L2A 3A4	226 Douglas St Fort Erie ON L2A 3A4	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
280782	110 Ridout St, Port Hope ON L1A 1R1	110 Ridout St, Port Hope ON L1A 1R1	RESI	RoofTop	9.93	31-Jul-18	advance monthly	\$30	297.30	0.50%
280799	343 Hartwell Way, Aurora ON L4G 0W5	343 Hartwell Way, Aurora ON L4G 0W5	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
280929	9 Kelly Cres, Bolton ON L7E 0R3	9 Kelly Cres, Bolton ON L7E 0R3	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
281041	72 Dorset St, Waterloo ON N2L 3M2	72 Dorset St, Waterloo ON N2L 3M2	RESI	RoofTop	5.94	31-Jul-18	advance monthly	\$30	178.20	0.50%
281086	2445 Wyandette Drive, Oakville ON L6J 0T4	2445 Wyandette Drive, Oakville ON L6J 0T4	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
281713	3295 Switch Road, Stewenisse ON L0S 1D0	3295 Switch Road, Stewenisse ON L0S 1D0	RESI	RoofTop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
282100	46 Laura Sabrina Dr, Woodbridge ON L4H 1X8	46 Laura Sabrina Dr, Woodbridge ON L4H 1X8	RESI	RoofTop	9.24	31-Jul-18	advance monthly	\$30	277.20	0.50

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (sqwp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/sqwp)	Total Management Services Fee (\$/year)	Escalation Rate
296887	26 Timbermill Cres, Markham ON L3P 6W9	26 Timbermill Cres, Markham ON L3P 6W9	RESI	Rooftop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
297386	29 Meadowsdale Drive, St. Catharines ON L2N3Z6	29 Meadowsdale Drive, St. Catharines ON L2N3Z6	RESI	Rooftop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
297417	901 Ballfouy St, Ferndale ON L0S1C0	901 Ballfouy St, Ferndale ON L0S1C0	RESI	Rooftop	9.72	31-Jul-18	advance monthly	\$30	291.60	0.50%
297536	53 Lisbon Pines Dr, Cambridge ON N1R7Z9	53 Lisbon Pines Dr, Cambridge ON N1R7Z9	RESI	Rooftop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
297927	3940 Farr Ave, Ridgeway ON L0S1N0	3940 Farr Ave, Ridgeway ON L0S1N0	RESI	Rooftop	5.94	31-Jul-18	advance monthly	\$30	178.20	0.50%
297997	294 Sanatorium Rd, Hamilton ON L5C 2A2	294 Sanatorium Rd, Hamilton ON L5C 2A2	RESI	Rooftop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
298214	584 Clipper Dr, Waterloo ON N2K 4B4	584 Clipper Dr, Waterloo ON N2K 4B4	RESI	Rooftop	8.58	31-Jul-18	advance monthly	\$30	257.40	0.50%
298640	14043 Trafalgar Road, Georgetown ON L7G 4S4	14043 Trafalgar Road, Georgetown ON L7G 4S4	RESI	Rooftop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
298870	56 Manorheights St, Richmond Hill ON L4S 2H6	56 Manorheights St, Richmond Hill ON L4S 2H6	RESI	Rooftop	8.58	31-Jul-18	advance monthly	\$30	257.40	0.50%
298921	47 Giffin Rd, Dundas ON L9H 7N5	47 Giffin Rd, Dundas ON L9H 7N5	RESI	Rooftop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
298924	3350 Acacia Cres, Mississauga ON L5A 3E3	3350 Acacia Cres, Mississauga ON L5A 3E3	RESI	Rooftop	5.94	31-Jul-18	advance monthly	\$30	178.20	0.50%
305884	828 Fairway Cres, Kitchener ON N2A 4B5	828 Fairway Cres, Kitchener ON N2A 4B5	RESI	Rooftop	5.94	31-Jul-18	advance monthly	\$30	178.20	0.50%
306953	23 Yarrow Court, Kitchener ON N2E 4C4	23 Yarrow Court, Kitchener ON N2E 4C4	RESI	Rooftop	8.25	31-Jul-18	advance monthly	\$30	247.50	0.50%
276132	43 Booker Drive, Ajax ON L1Z 0H4	43 Booker Drive, Ajax ON L1Z 0H4	RESI	Rooftop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
277094	37 Mountbatten Cres, Barrie ON L4M 1T6	37 Mountbatten Cres, Barrie ON L4M 1T6	RESI	Rooftop	5.76	31-Jul-18	advance monthly	\$30	172.80	0.50%
280027	823 Greenly Drive, Cobourg ON K9A 0C3	823 Greenly Drive, Cobourg ON K9A 0C3	RESI	Rooftop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
284639	103 Stanley Ave, Kitchener ON N2K 3V9	103 Stanley Ave, Kitchener ON N2K 3V9	RESI	Rooftop	5.61	31-Jul-18	advance monthly	\$30	168.30	0.50%
295310	11 Frederick Stamm Cres, Markham ON L6C 0K2	11 Frederick Stamm Cres, Markham ON L6C 0K2	RESI	Rooftop	8.91	31-Jul-18	advance monthly	\$30	267.30	0.50%
296367	13 Mayberry Drive, Grand valley ON L9W 6T9	13 Mayberry Drive, Grand valley ON L9W 6T9	RESI	Rooftop	7.59	31-Jul-18	advance monthly	\$30	227.70	0.50%
296874	14 Colyer Pl, Kitchener ON N2K 4E3	14 Colyer Pl, Kitchener ON N2K 4E3	RESI	Rooftop	8.58	31-Jul-18	advance monthly	\$30	257.40	0.50%
297236	39 Rta Crt, King City ON L7R0N4	39 Rta Crt, King City ON L7R0N4	RESI	Rooftop	9.90	31-Jul-18	advance monthly	\$30	297.00	0.50%
257492	3354 Minerva Way, Burlington ON L7M 0L4	3354 Minerva Way, Burlington ON L7M 0L4	RESI	Rooftop	8.25	31-Jul-18	advance monthly	\$30	247.50	0.50%
296294	54 Stoneheath Cres, Markham L6C2K9	54 Stoneheath Cres, Markham L6C2K9	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
287179	5131 11th Line, Etosa ON L0L1L0	5131 11th Line, Etosa ON L0L1L0	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
288924	651 Pioneeridge Rd, Waterloo ON N2L 5N7	651 Pioneeridge Rd, Waterloo ON N2L 5N7	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
297415	160 William St N, Lindsay ON K9Y4B3	160 William St N, Lindsay ON K9Y4B3	RESI	Rooftop	7.59	31-Aug-18	advance monthly	\$30	227.70	0.50%
230170	7142 Frontier Ridge, Mississauga ON L5N 7R4	7142 Frontier Ridge, Mississauga ON L5N 7R4	RESI	Rooftop	9.14	31-Aug-18	advance monthly	\$30	274.05	0.50%
268886	446 Laporte Ave, Windsor ON N8S 3R2	446 Laporte Ave, Windsor ON N8S 3R2	RESI	Rooftop	7.20	31-Aug-18	advance monthly	\$30	216.00	0.50%
277975	158 Windale Cres, Kitchener ON N2E0A4	158 Windale Cres, Kitchener ON N2E0A4	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
282465	8708 Martin Grove Rd, Woodbridge ON L4H 1G2	8708 Martin Grove Rd, Woodbridge ON L4H 1G2	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
287791	1479 Tampa Cres, Oshawa ON L1G 6V1	1479 Tampa Cres, Oshawa ON L1G 6V1	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
298034	57 Chalmers St N, Cambridge ON N1R 5B9	57 Chalmers St N, Cambridge ON N1R 5B9	RESI	Rooftop	5.61	31-Aug-18	advance monthly	\$30	168.30	0.50%
284757	84 Hunter Rd, Orangeville ON L9W 5C3	84 Hunter Rd, Orangeville ON L9W 5C3	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
278730	47 Loretta Dr, Virgil ON L0S 1T0	47 Loretta Dr, Virgil ON L0S 1T0	RESI	Rooftop	8.91	31-Aug-18	advance monthly	\$30	267.30	0.50%
297546	507 Doon South Dr, Kitchener ON N2P 2T7	507 Doon South Dr, Kitchener ON N2P 2T7	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
230705	1534 Parent Ave, Windsor, ON N8X 4T7	1534 Parent Ave, Windsor, ON N8X 4T7	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
290103	6 Albert St, Branchton ON N0B 1L0	6 Albert St, Branchton ON N0B 1L0	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
260464	826 Pioneer Dr, Kitchener ON N2P 1M2	826 Pioneer Dr, Kitchener ON N2P 1M2	RESI	Rooftop	8.58	31-Aug-18	advance monthly	\$30	267.30	0.50%
E 70065	182 Concession 11 E, Freetown ON L8R 1H8	182 Concession 11 E, Freetown ON L8R 1H8	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
274124	82 Fairington Cres, Hamilton ON L8E 3N4	82 Fairington Cres, Hamilton ON L8E 3N4	RESI	Rooftop	9.57	31-Aug-18	advance monthly	\$30	287.10	0.50%
287485	8 Verona Pl, Hamilton ON L5C 1S7	8 Verona Pl, Hamilton ON L5C 1S7	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
287133	116 Michael Myers Road, Baden ON N3A 0E1	116 Michael Myers Road, Baden ON N3A 0E1	RESI	Rooftop	8.91	31-Aug-18	advance monthly	\$30	267.30	0.50%
288631	957 Dundlaine Cr, Kitchener ON N2R 1W9	957 Dundlaine Cr, Kitchener ON N2R 1W9	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
296063	3308 Vine Street, Vineland ON L0R2C0	3308 Vine Street, Vineland ON L0R2C0	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
297562	6 James Edgar Crt, Ayr ON N0B1E0	6 James Edgar Crt, Ayr ON N0B1E0	RESI	Rooftop	7.92	31-Aug-18	advance monthly	\$30	237.60	0.50%
285055	306 Chandos Court, Kitchener ON N2A3C2	306 Chandos Court, Kitchener ON N2A3C2	RESI	Rooftop	9.57	31-Aug-18	advance monthly	\$30	287.10	0.50%
249110	30 Mayfield Avenue, Waterloo ON N2J4M5	30 Mayfield Avenue, Waterloo ON N2J4M5	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
281848	117 Creighton Cr, Rockwood ON N0B2P0	117 Creighton Cr, Rockwood ON N0B2P0	RESI	Rooftop	9.72	31-Aug-18	advance monthly	\$30	291.60	0.50%
272858	655 Fingerboard Rd, Manila ON K0M 2J0	655 Fingerboard Rd, Manila ON K0M 2J0	RESI	Rooftop	9.72	31-Aug-18	advance monthly	\$30	291.60	0.50%
287758	116 Knoop Dr, Baden ON N3A 4S2	116 Knoop Dr, Baden ON N3A 4S2	RESI	Rooftop	8.91	31-Aug-18	advance monthly	\$30	267.30	0.50%
276564	428 Mooney Cres, Orillia ON L3V6R4	428 Mooney Cres, Orillia ON L3V6R4	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
288909	15 Service St, Catharines ON L2R 1B4	15 Service St, Catharines ON L2R 1B4	RESI	Rooftop	5.76	31-Aug-18	advance monthly	\$30	172.80	0.50%
267267	610 Stanley St, Windsor ON N8S 3B2	610 Stanley St, Windsor ON N8S 3B2	RESI	Rooftop	9.40	31-Aug-18	advance monthly	\$30	282.00	0.50%
270447	1564 Kamloops St, Windsor ON N8W 5V1	1564 Kamloops St, Windsor ON N8W 5V1	RESI	Rooftop	6.00	31-Aug-18	advance monthly	\$30	180.00	0.50%
275580	167 Winston Blvd, Cambridge ON N3C 1M1	167 Winston Blvd, Cambridge ON N3C 1M1	RESI	Rooftop	6.00	31-Aug-18	advance monthly	\$30	180.00	0.50%
251442	215 Maple Ave, Georgetown ON L7G 1X3	215 Maple Ave, Georgetown ON L7G 1X3	RESI	Rooftop	6.00	31-Aug-18	advance monthly	\$30	180.00	0.50%
276566	464 Eagleswood Dr, Hamilton ON L8W 2T2	464 Eagleswood Dr, Hamilton ON L8W 2T2	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
277775	57 Ball St, Paris ON N3L 1X6	57 Ball St, Paris ON N3L 1X6	RESI	Rooftop	5.04	31-Aug-18	advance monthly	\$30	151.20	0.50%
280125	585 Lancelot Cres, Oshawa ON L1K 1J9	585 Lancelot Cres, Oshawa ON L1K 1J9	RESI	Rooftop	4.68	31-Aug-18	advance monthly	\$30	140.40	0.50%
281746	131 Race St, Paris ON N3L 3K2	131 Race St, Paris ON N3L 3K2	RESI	Rooftop	9.72	31-Aug-18	advance monthly	\$30	291.60	0.50%
284863	403 River Rd, Cambridge ON N3C 2B8	403 River Rd, Cambridge ON N3C 2B8	RESI	Rooftop	5.76	31-Aug-18	advance monthly	\$30	172.80	0.50%
276895	70A Town Line, Orangeville ON L9W 1V6	70A Town Line, Orangeville ON L9W 1V6	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
280086	24 Kruger Rd, Markham ON L3S 3K1	24 Kruger Rd, Markham ON L3S 3K1	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
281706	189 Copper Leaf St, Kitchener ON N2E 3W1	189 Copper Leaf St, Kitchener ON N2E 3W1	RESI	Rooftop	5.40	31-Aug-18	advance monthly	\$30	162.00	0.50%
275741	63 Haverhill Terr, Aurora ON L4G 7R4	63 Haverhill Terr, Aurora ON L4G 7R4	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
278946	44 Fenwick Cr, Kitchener ON N2M 5E8	44 Fenwick Cr, Kitchener ON N2M 5E8	RESI	Rooftop	8.25	31-Aug-18	advance monthly	\$30	247.50	0.50%
279688	290 Bowen Road Fort Erie L2A 2Y9	290 Bowen Road Fort Erie L2A 2Y9	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
282613	721 kummer Cres, Cambridge ON N3H 4Y5	721 kummer Cres, Cambridge ON N3H 4Y5	RESI	Rooftop	5.61	31-Aug-18	advance monthly	\$30	168.30	0.50%
275994	40 Knight St, Alliston ON L9R 0B1	40 Knight St, Alliston ON L9R 0B1	RESI	Rooftop	8.58	31-Aug-18	advance monthly	\$30	257.40	0.50%
297906	82 Gillespie Dr, Brantford ON N3T 0K1	82 Gillespie Dr, Brantford ON N3T 0K1	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
287123	13 Annual Cr, Brantford ON L6E 2M2	13 Annual Cr, Brantford ON L6E 2M2	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
297084	50 White Blvd, Thornhill ON L4J 5Z7	50 White Blvd, Thornhill ON L4J 5Z7	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
278872	9 Wilmot Rd, Brantford ON N3T0K8	9 Wilmot Rd, Brantford ON N3T0K8	RESI	Rooftop	7.56	31-Aug-18	advance monthly	\$30	226.80	0.50%
295229	668 Westheights Dr, Kitchener ON N2N2Z3	668 Westheights Dr, Kitchener ON N2N2Z3	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
297071	17 Caledonia St, Stratford ON N5A 5W4	17 Caledonia St, Stratford ON N5A 5W4	RESI	Rooftop	5.61	31-Aug-18	advance monthly	\$30	168.30	0.50%
284512	17 Lower Canada Drive, Niagara on the Lake ON L0S 1D0	17 Lower Canada Drive, Niagara on the Lake ON L0S 1D0	RESI	Rooftop	9.57	31-Aug-18	advance monthly	\$30	287.10	0.50%
297151	12 Strathmore Dr, Markham ON L3P 6J6	12 Strathmore Dr, Markham ON L3P 6J6	RESI	Rooftop	8.25	31-Aug-18	advance monthly	\$30	247.50	0.50%
296999	6 Cricket Hollow, Kitchener ON N2M 1L6	6 Cricket Hollow, Kitchener ON N2M 1L6	RESI	Rooftop	9.00	31-Aug-18	advance monthly	\$30	270.00	0.50%
296033	1271 brook street Windsor n9c2v4	1271 brook street Windsor n9c2v4	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
284644	15 Sunrise St, Holland Landing ON L9N1H4	15 Sunrise St, Holland Landing ON L9N1H4	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
296819	42 Childerhouse Cres, Brantford ON N3P 1Z8	42 Childerhouse Cres, Brantford ON N3P 1Z8	RESI	Rooftop	5.28	31-Aug-18	advance monthly	\$30	158.40	0.50%
297498	94 Escarpment Dr, Stoney Creek ON L8E 0G5	94 Escarpment Dr, Stoney Creek ON L8E 0G5	RESI	Rooftop	5.28	31-Aug-18	advance monthly	\$30	158.40	0.50%
296694	358 The Bridle Walk, Markham ON L6C 2L9	358 The Bridle Walk, Markham ON L6C 2L9	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
296882	13 Forest Dale Dr, Barrie ON L4M 0A7	13 Forest Dale Dr, Barrie ON L4M 0A7	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
298027	3717 Holt Rd, Bowmanville ON L1C3K4	3717 Holt Rd, Bowmanville ON L1C3K4	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
298807	70 Blackwell Dr, Kitchener ON N2N 1P8	70 Blackwell Dr, Kitchener ON N2N 1P8	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
284257	6229 Prairie Cr, Mississauga ON L5N 5Y8	6229 Prairie Cr, Mississauga ON L5N 5Y8	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
297395	49 Bluevale St S, Waterloo ON N2J 2G1	49 Bluevale St S, Waterloo ON N2J 2G1	RESI	Rooftop	5.94	31-Aug-18	advance monthly	\$30	178.20	0.50%
261381	24 West Hamilton Road, St. Catharines ON L2T 3E5	24 West Hamilton Road, St. Catharines ON L2T 3E5	RESI	Rooftop	9.72	31-Aug-18	advance monthly	\$30	291.60	0.50%
277076	27 Hiawatha St, St Thomas ON N5P 2T1	27 Hiawatha St, St Thomas ON N5P 2T1	RESI	Rooftop	5.04	31-Aug-18	advance monthly	\$30	151.20	0.50%
276790	11 Braden Ave, Welland ON L3C 2R6	11 Braden Ave, Welland ON L3C 2R6	RESI	Rooftop	5.40	31-Aug-18	advance monthly	\$30	162.00	0.50%
276716	203 Ontario ST, Thorold ON L2V 1E3	203 Ontario ST, Thorold ON L2V 1E3	RESI	Rooftop	6.00	31-Aug-18	advance monthly	\$30	180.00	0.50%
297846	53 Kennedy Rd, Breslau ON N0B 1M0	53 Kennedy Rd, Breslau ON N0B 1M0	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
255867	975 Bianca Cr, Kitchener ON N2R 0A5	975 Bianca Cr, Kitchener ON N2R 0A5	RESI	Rooftop	9.90	31-Aug-18	advance monthly	\$30	297.00	0.50%
288113	20 georgina street sutton west L0E 1R0	20 georgina street sutton west L0E 1R0	RESI	Rooftop	9.72	31-Aug-18	advance monthly	\$30	291.60	0.50%
272609	220 Gibson Ave, Hamilton ON L8L 6K1									

SECOND AMENDMENT TO THE MANAGEMENT SERVICES AGREEMENT

This Second Amendment (the “**Amendment**”) is entered into by and among GSC Solar Leasing II LP, a limited partnership existing under the laws of the Province of Ontario (the “**Owner**”), and Grasshopper Solar Corporation, a corporation incorporated under the laws of the Province of Ontario (the “**Operator**”), as of May 30th, 2019 (the “**Effective Date**”).

RECITALS:

- A. The Owner and the Operator are parties to a Management Services Agreement dated August 31, 2017 (the “**Agreement**”), made in connection with the provision of operation, maintenance, and management services for certain power generation facilities.
- B. The Owner and the Operator desire to supplement Schedule C to the Agreement.

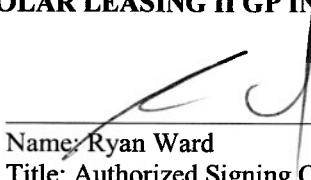
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. Interpretation. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Amendment to Schedule C. Schedule C to the Agreement is supplemented by Schedule A attached to this Amendment.
3. Benefits. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
4. Effect. Except as expressly herein amended, the terms and conditions of the Agreement shall remain in full force and effect.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

[Signature pages to follow]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

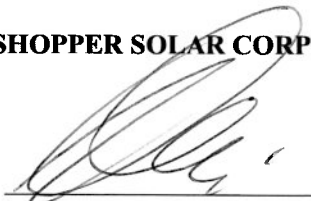
GSC SOLAR LEASING II LP, by its general partner,
GSC SOLAR LEASING II GP INC.

By: 

Name: Ryan Ward

Title: Authorized Signing Officer

GRASSHOPPER SOLAR CORPORATION

By: 

Name: Azeem M. Qureshi

Title: Authorized Signing Officer

**SCHEDULE A
SUPPLEMENTED PROJECTS**

See attached sheet.

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
180743	840 Craig Carrier Crt, Mississauga ON L5W 1A6	840 Craig Carrier Crt, Mississauga ON L5W 1A6	RESI	Rooftop	9.36	1-Jan-19	advance monthly	\$30	\$281	0.50%
231092	1252 Pierre Avenue, Windsor, ON N8X 4N9	1252 Pierre Avenue, Windsor, ON N8X 4N9	RESI	Rooftop	5.76	1-Jan-19	advance monthly	\$30	\$173	0.50%
241120	115 Grand Valley Blvd, Maple ON L6A 3K5	115 Grand Valley Blvd, Maple ON L6A 3K5	RESI	Rooftop	5.10	1-Jan-19	advance monthly	\$30	\$153	0.50%
255289	997 McKay Avenue, Windsor ON N9B 2A4	997 McKay Avenue, Windsor ON N9B 2A4	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
262301	20 Leneck Ave, Brampton ON L6X 2A7	20 Leneck Ave, Brampton ON L6X 2A7	RESI	Rooftop	9.72	1-Jan-19	advance monthly	\$30	\$292	0.50%
264069	19 Perth St, St. Catharines ON L2P 3C8	19 Perth St, St. Catharines ON L2P 3C8	RESI	Rooftop	6.00	1-Jan-19	advance monthly	\$30	\$180	0.50%
267232	370 Saginaw Pky, Cambridge, ON N1T 1M5	370 Saginaw Pky, Cambridge, ON N1T 1M5	RESI	Rooftop	8.40	1-Jan-19	advance monthly	\$30	\$252	0.50%
271726	4880 Whitefish Cres, Windsor ON N9G 3E1	4880 Whitefish Cres, Windsor ON N9G 3E1	RESI	Rooftop	9.72	1-Jan-19	advance monthly	\$30	\$292	0.50%
274345	47 Whittaker Cres, Cambridge ON N1T 1Y7	47 Whittaker Cres, Cambridge ON N1T 1Y7	RESI	Rooftop	5.76	1-Jan-19	advance monthly	\$30	\$173	0.50%
272040	1828 Vicky Circle, Windsor ON N8W 5P6	1828 Vicky Circle, Windsor ON N8W 5P6	RESI	Rooftop	9.60	1-Jan-19	advance monthly	\$30	\$288	0.50%
269331	75 Avery Cres, St Catharines ON L2P 0B6	75 Avery Cres, St Catharines ON L2P 0B6	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
275587	156 Erie St E, Windsor ON N9A 3W8	156 Erie St E, Windsor ON N9A 3W8	RESI	Rooftop	6.00	1-Jan-19	advance monthly	\$30	\$180	0.50%
275006	394 Hidden Creek Dr, Kitchener ON N2N 3N2	394 Hidden Creek Dr, Kitchener ON N2N 3N2	RESI	Rooftop	6.00	1-Jan-19	advance monthly	\$30	\$180	0.50%
283065	18 Brooking St, Clarington ON L1C 5J3	18 Brooking St, Clarington ON L1C 5J3	RESI	Rooftop	5.76	1-Jan-19	advance monthly	\$30	\$173	0.50%
279918	10 Split Maple Lane, Halton Hills ON L7G 5R7	10 Split Maple Lane, Halton Hills ON L7G 5R7	RESI	Rooftop	6.00	1-Jan-19	advance monthly	\$30	\$180	0.50%
285552	36 Skipton Cres, Cambridge ON N3C 4N9	36 Skipton Cres, Cambridge ON N3C 4N9	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
282513	12 Third Ave St. Catharines L2R 6P9	12 Third Ave St. Catharines L2R 6P9	RESI	Rooftop	9.72	1-Jan-19	advance monthly	\$30	\$292	0.50%
284448	2890 McMahon Ave. Windsor ON N8T 2J8	2890 McMahon Ave. Windsor ON N8T 2J8	RESI	Rooftop	8.25	1-Jan-19	advance monthly	\$30	\$248	0.50%
276800	70 Dairy Drive, Acton ON L7J 2Y1	70 Dairy Drive, Acton ON L7J 2Y1	RESI	Rooftop	5.76	1-Jan-19	advance monthly	\$30	\$173	0.50%
277799	9 Park Ave E, Elmira, ON N3B 2H2	9 Park Ave E, Elmira, ON N3B 2H2	RESI	Rooftop	5.61	1-Jan-19	advance monthly	\$30	\$168	0.50%
286928	974 Denton Drive, Cobourg ON K9A 5K2	974 Denton Drive, Cobourg ON K9A 5K2	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
284805	35 Valley Rd Millbrook ON L0A 1G0	35 Valley Rd Millbrook ON L0A 1G0	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
276888	68 Kinsman Drive, Binbrook ON L0R1C0	68 Kinsman Drive, Binbrook ON L0R1C0	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
287635	128 Dodds Sq, Bowmanville ON L1C 5N2	128 Dodds Sq, Bowmanville ON L1C 5N2	RESI	Rooftop	6.12	1-Jan-19	advance monthly	\$30	\$184	0.50%
288448	3794 Ryan Ave, Crystal Beach ON L0S1B0	3794 Ryan Ave, Crystal Beach ON L0S1B0	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
295235	66 Hillwood St, Markham ON L6C 3E9	66 Hillwood St, Markham ON L6C 3E9	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
297664	873 Goyeau St, Windsor ON N9A 1H7	873 Goyeau St, Windsor ON N9A 1H7	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%

**APPENDIX C
PROJECTS**

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
284993	64 Napoli Dr, Hamilton ON L9C 6X2	64 Napoli Dr, Hamilton ON L9C 6X2	RESI	Rooftop	5.76	1-Jan-19	advance monthly	\$30	\$173	0.50%
297759	68 Wood Rim Dr, Richmond Hill ON L4E 4S2	68 Wood Rim Dr, Richmond Hill ON L4E 4S2	RESI	Rooftop	6.60	1-Jan-19	advance monthly	\$30	\$198	0.50%
296616	124 Winston Blvd, Cambridge ON N3C 1L7	124 Winston Blvd, Cambridge ON N3C 1L7	RESI	Rooftop	9.00	1-Jan-19	advance monthly	\$30	\$270	0.50%
288991	55 Hamel Ave, Kitchener ON N2K 1M7	55 Hamel Ave, Kitchener ON N2K 1M7	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
280219	214 Dahinda Dr, Harrow ON N0R 1G0	214 Dahinda Dr, Harrow ON N0R 1G0	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
287169	62 Tottenham Street, Kitchener ON N2R 1V2	62 Tottenham Street, Kitchener ON N2R 1V2	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
275495	94 Oak West St, Leamington ON N8H2B6	94 Oak West St, Leamington ON N8H2B6	RESI	Rooftop	9.72	1-Jan-19	advance monthly	\$30	\$292	0.50%
288335	5835 Sixteen Rd, St Anns ON L0R 1Y0	5835 Sixteen Rd, St Anns ON L0R 1Y0	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
287145	1377 Hickory Rd Windsor N8Y 3S8	1377 Hickory Rd Windsor N8Y 3S8	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
284963	100 Rd 130, Sebringville ON N0K 1X0	100 Rd 130, Sebringville ON N0K 1X0	RESI	Rooftop	9.72	1-Jan-19	advance monthly	\$30	\$292	0.50%
271381	50 Vesper Crt, Stoney Creek ON L8J2B5	50 Vesper Crt, Stoney Creek ON L8J2B5	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
290836	649 Hildegard St, Windsor ON N8X 2Z7	649 Hildegard St, Windsor ON N8X 2Z7	RESI	Rooftop	5.61	1-Jan-19	advance monthly	\$30	\$168	0.50%
283355	13 Oesch Lane, Baden ON N3A 4L3	13 Oesch Lane, Baden ON N3A 4L3	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
284763	60 Main St S, Amherstburg ON N9V2K9	60 Main St S, Amherstburg ON N9V2K9	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
275944	31 Church St West, Acton ON L7J 1K1	31 Church St West, Acton ON L7J 1K1	RESI	Rooftop	5.76	1-Jan-19	advance monthly	\$30	\$173	0.50%
296357	142 Weir St N, Hamilton ON L8H5E9	142 Weir St N, Hamilton ON L8H5E9	RESI	Rooftop	5.28	1-Jan-19	advance monthly	\$30	\$158	0.50%
296854	364 Guelph Ave, Cambridge ON N3C 2V3	364 Guelph Ave, Cambridge ON N3C 2V3	RESI	Rooftop	9.72	1-Jan-19	advance monthly	\$30	\$292	0.50%
287926	21 karissa lane Holland Landing L9n 1r6	21 karissa lane Holland Landing L9n 1r6	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
296305	2 Regal Pine Crt, Maple ON L6A2M5	2 Regal Pine Crt, Maple ON L6A2M5	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
281848	8 Woodcote Crescent, Halton Hills ON L7G 6M2	8 Woodcote Crescent, Halton Hills ON L7G 6M2	RESI	Rooftop	7.26	1-Jan-19	advance monthly	\$30	\$218	0.50%
306913	170 Castle Rock Dr. Richmond Hill ON L4C 5H6	170 Castle Rock Dr. Richmond Hill ON L4C 5H6	RESI	Rooftop	9.57	1-Jan-19	advance monthly	\$30	\$287	0.50%
306896	875257 EHS Line 5, Mono ON L9W6B1	875257 EHS Line 5, Mono ON L9W6B1	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
297868	43 Young St, Acton ON L7J 2G7	43 Young St, Acton ON L7J 2G7	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
298574	877 Langlois Avenue, Windsor ON N9A 2G9	877 Langlois Avenue, Windsor ON N9A 2G9	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
287771	13317 Lundys Lane, Thorold ON L0S1A0	13317 Lundys Lane, Thorold ON L0S1A0	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
261772	222 Limpert Ave, Cambridge ON N3C 3P2	222 Limpert Ave, Cambridge ON N3C 3P2	RESI	Rooftop	9.72	1-Jan-19	advance monthly	\$30	\$292	0.50%
275275	188 Mary ST, Orillia ON L3V 3E6	188 Mary ST, Orillia ON L3V 3E6	RESI	Rooftop	6.00	1-Jan-19	advance monthly	\$30	\$180	0.50%
277176	5383 25 Sideroad, Acton ON L7J 2L7	5383 25 Sideroad, Acton ON L7J 2L7	RESI	Rooftop	9.72	1-Jan-19	advance monthly	\$30	\$292	0.50%

**APPENDIX C
PROJECTS**

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
273122	63 Kingsmill St, Fort Erie ON L2A 4E5	63 Kingsmill St, Fort Erie ON L2A 4E5	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
284288	151 Wellington St N, Kitchener ON N2H 5J9	151 Wellington St N, Kitchener ON N2H 5J9	RESI	Rooftop	5.28	1-Jan-19	advance monthly	\$30	\$158	0.50%
285850	211 Hope St N, Port Hope ON L1A 2P5	211 Hope St N, Port Hope ON L1A 2P5	RESI	Rooftop	7.20	1-Jan-19	advance monthly	\$30	\$216	0.50%
266965	90 Pearl Dr, Orillia ON L3V 0A6	90 Pearl Dr, Orillia ON L3V 0A6	RESI	Rooftop	9.57	1-Jan-19	advance monthly	\$30	\$287	0.50%
295851	216 Norman St, Stratford ON N5A 5S2	216 Norman St, Stratford ON N5A 5S2	RESI	Rooftop	6.27	1-Jan-19	advance monthly	\$30	\$188	0.50%
297851	196 Mill St S, Newcastle ON L1B1C5	196 Mill St S, Newcastle ON L1B1C5	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
280594	38 Amelia St, Paris ON N3L 1Z6	38 Amelia St, Paris ON N3L 1Z6	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
295490	116 Gibb St, Cambridge ON N3C 4C5	116 Gibb St, Cambridge ON N3C 4C5	RESI	Rooftop	8.25	1-Jan-19	advance monthly	\$30	\$248	0.50%
298008	27 Mcmeeken Dr, Cambridge ON N3C 4E4	27 Mcmeeken Dr, Cambridge ON N3C 4E4	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
298330	81 Dorothy St, St. Catharines ON L2N 4A8	81 Dorothy St, St. Catharines ON L2N 4A8	RESI	Rooftop	9.57	1-Jan-19	advance monthly	\$30	\$287	0.50%
298432	22 Garrardview St, Ajax ON L1Z 0N5	22 Garrardview St, Ajax ON L1Z 0N5	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
280298	673 Grand Valley Dr, Cambridge ON N3H2S2	673 Grand Valley Dr, Cambridge ON N3H2S2	RESI	Rooftop	5.61	1-Jan-19	advance monthly	\$30	\$168	0.50%
287981	75 Alldread Cres, Newcastle ON L1B 0C2	75 Alldread Cres, Newcastle ON L1B 0C2	RESI	Rooftop	7.26	1-Jan-19	advance monthly	\$30	\$218	0.50%
296638	32 Portelli Cres, Ajax ON L1Z 0C3	32 Portelli Cres, Ajax ON L1Z 0C3	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
278006	1101 Thimbleberry Circle, Oshawa ON L1K 2H1	1101 Thimbleberry Circle, Oshawa ON L1K 2H1	RESI	Rooftop	8.91	1-Jan-19	advance monthly	\$30	\$267	0.50%
285473	199 Elizabeth St, Oshawa ON L1J 8M1	199 Elizabeth St, Oshawa ON L1J 8M1	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
288056	5 Summerhill Rd, Holland Landing ON L9N1C9	5 Summerhill Rd, Holland Landing ON L9N1C9	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
287315	1496 Arborwood Dr, Oshawa ON L1K 2R2	1496 Arborwood Dr, Oshawa ON L1K 2R2	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
293772	121 Holly Crt, Oshawa ON L1G 6L9	121 Holly Crt, Oshawa ON L1G 6L9	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
275582	646 Hatton Ave, Bridgenorth ON K0L1H0	646 Hatton Ave, Bridgenorth ON K0L1H0	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
296579	1431 Livesey Dr, Oshawa ON L1K 0G9	1431 Livesey Dr, Oshawa ON L1K 0G9	RESI	Rooftop	8.91	1-Jan-19	advance monthly	\$30	\$267	0.50%
293717	825 Lochness Cres, Oshawa ON L1J7P7	825 Lochness Cres, Oshawa ON L1J7P7	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
293626	147 Jordanray Blvd, Newmarket ON L3X2P4	147 Jordanray Blvd, Newmarket ON L3X2P4	RESI	Rooftop	9.24	1-Jan-19	advance monthly	\$30	\$277	0.50%
307129	32 Highview Crescent Richmond Hill L4B 2T7	32 Highview Crescent Richmond Hill L4B 2T7	RESI	Rooftop	8.91	1-Jan-19	advance monthly	\$30	\$267	0.50%
272238	16 Chloe Crescent, Markham L3S2H6	16 Chloe Crescent, Markham L3S2H6	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
297212	104 Hewitt Cres, Ajax ON L1S7B3	104 Hewitt Cres, Ajax ON L1S7B3	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
276565	17 Esson St, Kitchener ON N2M 2V1	17 Esson St, Kitchener ON N2M 2V1	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
279556	402 Scott Dr, Orangeville ON L9W 4M1	402 Scott Dr, Orangeville ON L9W 4M1	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%

**APPENDIX C
PROJECTS**

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
274358	24 Catalina Crt, Kitchener ON N2M 5L9	24 Catalina Crt, Kitchener ON N2M 5L9	RESI	Rooftop	5.04	1-Jan-19	advance monthly	\$30	\$151	0.50%
295601	115 Queenston Drive, Kitchener ON N2B 2V2	115 Queenston Drive, Kitchener ON N2B 2V2	RESI	Rooftop	5.94	1-Jan-19	advance monthly	\$30	\$178	0.50%
288678	126 Hickory St, Cambridge ON N3H4E8	126 Hickory St, Cambridge ON N3H4E8	RESI	Rooftop	6.93	1-Jan-19	advance monthly	\$30	\$208	0.50%
283810	143 Johnston Ave, Cambridge ON N3C4P3	143 Johnston Ave, Cambridge ON N3C4P3	RESI	Rooftop	6.60	1-Jan-19	advance monthly	\$30	\$198	0.50%
297725	10 Handorf Dr, Cambridge ON N3C 3Y2	10 Handorf Dr, Cambridge ON N3C 3Y2	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
281448	483 Linden Dr, Cambridge ON N3H 0C3	483 Linden Dr, Cambridge ON N3H 0C3	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
286731	47 Spruce St, Paris ON N3L1S1	47 Spruce St, Paris ON N3L1S1	RESI	Rooftop	9.90	1-Jan-19	advance monthly	\$30	\$297	0.50%
253398	3 Hiborn Ave Cambridge ON N1T 1M7	3 Hiborn Ave Cambridge ON N1T 1M7	RESI	Rooftop	8.48	1-Jan-19	advance monthly	\$30	\$254	0.50%
188285	285 Central Park Blvd. N, Oshawa ON L1G 5Z5	285 Central Park Blvd. N, Oshawa ON L1G 5Z5	RESI	Rooftop	9.95	1-Jan-19	advance monthly	\$30	\$298	0.50%

Notes

1. Each of the Management Services Fee in this Appendix C are subject to annual escalation to be effective as of the second January 1 occurring after the Effective Date, and on each subsequent January thereafter.
2. In the case of a Contract Year of less than 12 month for any particular Project, to be paid pro rata a portion thereof.

The following projects are deleted from Schedule C of the Agreement

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
160909	56 Brando Avenue, Markham, On L3S 4K9	56 Brando Avenue, Markham, On L3S 4K9	RESI	Rooftop	6.89	Bought Out	N/A	N/A	N/A	N/A
195453	222 Simmons Blvd, Brampton, On L6V 3Y1	222 Simmons Blvd, Brampton, On L6V 3Y1	RESI	Rooftop	7.54	Bought Out	N/A	N/A	N/A	N/A
196470	17 River Rock Cres, Brampton, On L7A 2V2	17 River Rock Cres, Brampton, On L7A 2V2	RESI	Rooftop	9.88	Bought Out	N/A	N/A	N/A	N/A
240473	898 Thompson Rd. S., Milton, On	898 Thompson Rd. S., Milton, On	RESI	Rooftop	5.25	Bought Out	N/A	N/A	N/A	N/A
174910	61 Ashcroft Crt, Woodbridge, On, L4L 1H3	61 Ashcroft Crt, Woodbridge, On, L4L 1H3	RESI	Rooftop	8.93	Bought Out	N/A	N/A	N/A	N/A
267417	127 Powell Rd, Brantford ON N3T 0E4	127 Powell Rd, Brantford ON N3T 0E4	RESI	Rooftop	9.57	Bought Out	N/A	N/A	N/A	N/A
141846	168 Kensington Ave N, Hamilton, On L8L 7N7	168 Kensington Ave N, Hamilton, On L8L 7N7	RESI	Rooftop	5.2	Bought Out	N/A	N/A	N/A	N/A
146663	690 Mohawk Rd W, Hamilton, On L9C 1X8	690 Mohawk Rd W, Hamilton, On L9C 1X8	RESI	Rooftop	9.95	Bought Out	N/A	N/A	N/A	N/A
176297	12 Tundra Swan Road, Brampton, On L6R 3L4	12 Tundra Swan Road, Brampton, On L6R 3L4	RESI	Rooftop	9.69	Bought Out	N/A	N/A	N/A	N/A
132007	7517 Redstone Road, Mississauga, ON	7517 Redstone Road, Mississauga, ON	RESI	Rooftop	9.76	Bought Out	N/A	N/A	N/A	N/A
165357	23 Castlehill Road, Brampton, On L6X 4E3	23 Castlehill Road, Brampton, On L6X 4E3	RESI	Rooftop	9.95	Bought Out	N/A	N/A	N/A	N/A
108676	670 Columbus Rd E. Oshawa, ON L1H 7K4	670 Columbus Rd E. Oshawa, ON L1H 7K4	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
128905	22 Iron Bridge Court, Caledonia, ON	22 Iron Bridge Court, Caledonia, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A

**APPENDIX C
PROJECTS**

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
143570	30 Cooke Armstrong Rd., Frankford, ON	30 Cooke Armstrong Rd., Frankford, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
144734	1355 Hallmark Avenue, Windsor, ON	1355 Hallmark Avenue, Windsor, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
147552	64 Wexford Ave N Hamilton, ON L8H 4M4	64 Wexford Ave N Hamilton, ON L8H 4M4	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
147909	1504 Oxford Street, Oshawa, ON	1504 Oxford Street, Oshawa, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
180892	37 Ridge Point Drive, St. Catherine, ON	37 Ridge Point Drive, St. Catherine, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
187935	196 Timber Lane, Woodridge, ON	196 Timber Lane, Woodridge, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
106186	33 Louvian Drive	33 Louvian Drive	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
109711	319 Blair Rd., Cambridge	319 Blair Rd., Cambridge	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
143036	4896 Juliet Crescent, Windsor, ON	4896 Juliet Crescent, Windsor, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
196623	5186 Fairwind Dr. Mississauga, ON L5R 3L2	5186 Fairwind Dr. Mississauga, ON L5R 3L2	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
197907	27 Purebrook Cres, Brampton, ON L6P 2L4	27 Purebrook Cres, Brampton, ON L6P 2L4	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
240461	61 Elizabeth St, Hastings, ON	61 Elizabeth St, Hastings, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
240466	1 Bachtel Ave, Dundee, ON	1 Bachtel Ave, Dundee, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
127602	35 Duncan Bull Dr, Brampton, ON	35 Duncan Bull Dr, Brampton, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
104537	52 Upper Drive, Kitchener, ON	52 Upper Drive, Kitchener, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
105481	571 Florence Ave, Windsor, ON	571 Florence Ave, Windsor, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
109177	52 Joyce St, Kingston, ON	52 Joyce St, Kingston, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
111535	75 Golden Forest Rd., Maple, ON	75 Golden Forest Rd., Maple, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
111683	151 Mohawk Road East, Hamilton, ON	151 Mohawk Road East, Hamilton, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
122278	42 Sweet William Street, Kitchener	42 Sweet William Street, Kitchener	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
138794	212 Briceland St, Kingston, ON	212 Briceland St, Kingston, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
146131	1793 Westminster Blvd, Windsor, ON	1793 Westminster Blvd, Windsor, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
153058	255 East 8th Street, Hamilton, ON	255 East 8th Street, Hamilton, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
167661	22 Netherway Crescent, Ajax, ON	22 Netherway Crescent, Ajax, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
154607	7 Baxter Creek Crt, Millbrook, ON	7 Baxter Creek Crt, Millbrook, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
162776	2138 Bruce Ave, Windsor, ON	2138 Bruce Ave, Windsor, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
176172	207 Mcewan Ave., Windsor, ON	207 Mcewan Ave., Windsor, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
179320	3564 Hemlock Ave, Windsor, ON	3564 Hemlock Ave, Windsor, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
185104	257 Featherstone, Milton, ON	257 Featherstone, Milton, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
126091	14 Mercer Street, Dundas, ON	14 Mercer Street, Dundas, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
131031	3235 Millen, Windsor, ON	3235 Millen, Windsor, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
133852	55 Lorraine Crescent, Brampton, ON	55 Lorraine Crescent, Brampton, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A

APPENDIX C
PROJECTS

Project No.	Project Name	Address	Segment	Mount Type	Size (kWp)	Commencement Date	Payment Term	Annual Management Services Fee Rate (\$/kWp)	Total Management Services Fee (\$/year)	Escalation Rate
140418	147 Calverley Trail, Scarborough, ON	147 Calverley Trail, Scarborough, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
147518	229 St. Julian Street, London, ON	229 St. Julian Street, London, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A
268233	21 Devongien Dr., Kitchener, ON	21 Devongien Dr., Kitchener, ON	RESI	Rooftop	-	Bought Out	N/A	N/A	N/A	N/A

This is Exhibit “G” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September 21, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL

Mike Noel

From: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Sent: Tuesday, October 24, 2023 4:16 PM
To: Thomas Rorick
Subject: Re: [External] RE: Grasshopper: New Entity / CoC

2050.

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Chris Jodhan
 General Counsel & Corporate Development
 Mobile: (416) 525-7375
 chris.jodhan@mission2050.com

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From: Thomas Rorick <thomas.rorick@db.com>
Sent: Tuesday, October 24, 2023 3:49:56 p.m.
To: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Thanks. I'll confirm what is actually required on my end given the amount of time that has lapsed.

To confirm, the new CFO is at 2050 or Grasshopper Energy?

From: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Sent: Tuesday, October 24, 2023 3:44 PM
To: Thomas Rorick <thomas.rorick@db.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Sorry if the information is sparse.

I have the numbers but my new CFO (former CFO of a major bank) is saying we don't need to provide hard numbers on liquidity given the nature of the change at this time.

I will follow up with him again.

Thanks.



Chris Jodhan
 General Counsel & Corporate Development
 Mobile: (416) 525-7375
chris.jodhan@mission2050.com

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From: Thomas Rorick <thomas.rorick@db.com>
Sent: Tuesday, October 24, 2023 3:36 PM
To: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Hi Chris,

I did, apologies for the delay. Is this all I will get?

I am trying to manage expectations internally around this and have not received any hard numbers around liquidity.

From: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Sent: Tuesday, October 24, 2023 3:19 PM
To: Thomas Rorick <thomas.rorick@db.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Hello Thomas, I am following up to make sure you received my email below.

Thanks.



Chris Jodhan
 General Counsel & Corporate Development
 Mobile: (416) 525-7375
chris.jodhan@mission2050.com

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From: Chris Jodhan (M)
Sent: Wednesday, October 18, 2023 9:55 AM
To: Thomas Rorick <thomas.rorick@db.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Hi Thomas,

Sorry for the delay, the following is our response to your questions below:

Asset management fees will cover the operational needs as a fully liquid going concern. There is no need for surplus liquidity.

Continuity of the asset management is being maintained by the same management team and employees currently dedicated to the operation of these assets. To put it simply, nothing will change in terms of operations and corporate structure at this time.

Best Regards,

From: Thomas Rorick <thomas.rorick@db.com>
Sent: Tuesday, October 3, 2023 2:51 PM
To: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Hi Chris, checking back in on the below

From: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Sent: Monday, September 25, 2023 12:55 PM
To: Thomas Rorick <thomas.rorick@db.com>
Subject: Re: [External] RE: Grasshopper: New Entity / CoC

Sorry I got side tracked. I will connect with my principal internally on below. Thanks

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Chris Jodhan
Chief Legal Counsel & VP Corporate Development
Mobile: (416) 525-7375
chris.jodhan@mission2050.com

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From: Thomas Rorick <thomas.rorick@db.com>
Sent: Monday, September 25, 2023 12:04:31 p.m.
To: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Hi Chris, wanted to follow up here if there was any more information on the new entity's capitalization.

Best,

Thomas Rorick | Infrastructure & Energy Financing | Deutsche Bank
Office: +1 (212) 250-0148 | Mobile Voice: +1 (917) 478-6299 | Mobile Text: +1 (646) 345-0669

From: Thomas Rorick
Sent: Monday, September 18, 2023 3:58 PM
To: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Thanks again Chris. Just getting a few more questions given this is a new entity.

From: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Sent: Monday, September 18, 2023 3:56 PM
To: Thomas Rorick <thomas.rorick@db.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>
Subject: Re: [External] RE: Grasshopper: New Entity / CoC

Thanks. I will seek out this information. He may want a call with you directly. I will let you know.

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Chris Jodhan
Chief Legal Counsel & VP Corporate Development
Mobile: (416) 525-7375
chris.jodhan@mission2050.com

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From: Thomas Rorick <thomas.rorick@db.com>
Sent: Monday, September 18, 2023 3:36:29 p.m.
To: Chris Jodhan (M) <chris.jodhan@mission2050.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Thanks Chris.

1. How much capital has been provided to Mission 2050, if any?

2. How are future liquidity needs going to be met? As the sole shareholder, is Azeem responsible for funding operations? If Azeem is solely responsible, how much liquid capital does Azeem have available to meet Mission 2050's needs and how does this compare to forecast cash needs?

From: Chris Jodhan (M) <chris.jodhan@mission2050.com>

Sent: Monday, September 18, 2023 3:18 PM

To: Thomas Rorick <thomas.rorick@db.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>

Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>

Subject: Re: [External] RE: Grasshopper: New Entity / CoC

Hi Thomas, please advise on what your looking for and I will retrieve it from Azeem. Proof of funds. Source of funds etc. Thanks.

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Chris Jodhan

Chief Legal Counsel & VP Corporate Development

Mobile: (416) 525-7375

chris.jodhan@mission2050.com

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From: Thomas Rorick <thomas.rorick@db.com>

Sent: Monday, September 18, 2023 3:07:34 p.m.

To: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>

Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>

Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Thanks Tayyaba.

Can we get a little more color than one sentence answers? Our credit team is looking for something more substantial regarding liquidity and ability to support the Mission2050 entity.

From: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>

Sent: Monday, September 18, 2023 8:00 AM

To: Thomas Rorick <thomas.rorick@db.com>

Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Furtado, Caitlin

<Caitlin.Furtado@scotiabank.com>

Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Hi Thomas,

I have provided the answers below in red.

Thank you.



Tayyaba Saleem

tayyaba.saleem@mission2050.com

This email and any attachments are for the sole use of the intended recipients and may be privileged or confidential. Any distribution, printing or other use by anyone else is prohibited. If you are not an intended recipient, please contact the sender immediately, and permanently delete this email and attachments.

From: Thomas Rorick <thomas.rorick@db.com>

Sent: Thursday, September 14, 2023 2:14 PM

To: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>

Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>

Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Thanks Tayyaba.

Can the team provide more color on the 2050 entity's capitalization in question 1? Is there any debt outstanding?
TwentyFifty Inc. is being funded by the Sole Shareholder, Azeem Qureshi.

Is there any debt outstanding? **No.**

We want to understand how creditworthy 2050 is and its ability to meet obligations under the MSA, just given that it is a new entity we have not faced before.

From: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>

Sent: Thursday, September 14, 2023 2:07 PM

To: Thomas Rorick <thomas.rorick@db.com>

Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>

Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Hello Thomas,

Please see our comments below in red.

Thank you.



Tayyaba Saleem
tayyaba.saleem@mission2050.com

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From: Thomas Rorick <thomas.rorick@db.com>
Sent: Tuesday, September 12, 2023 3:25 PM
To: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Mission 2050 team,

A few follow-ups after discussing internally.

1. Are we able to get some additional information on how Mission 2050 is financed and organized? **TwentyFifty Asset Management Inc. will be the new contractor under the MSA. It is a subsidiary of TwentyFifty Inc. It is financed through its shareholders. Faisal Shahab is the President and Secretary of TwentyFifty Asset Management Inc.**
2. Does this entity benefit from financial support from either Grasshopper or another party? **No.** If so, who and what is the scope of the investment?
3. Is Mission 2050 planning to operate the broader Grasshopper portfolio as well or just the portfolio in that is part of the loan? **Entire portfolio.**
4. Are there any points about Mission2050's organizational structure or financing that lenders should be aware about? **No, there aren't any additional matters that require attention of the lenders as it is a simple assignment of the MSA.**

Best,

Thomas Rorick | Infrastructure & Energy Financing | Deutsche Bank
 Office: +1 (212) 250-0148 | Mobile Voice: +1 (917) 478-6299 | Mobile Text: +1 (646) 345-0669

From: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>
Sent: Monday, September 11, 2023 3:35 PM
To: Thomas Rorick <thomas.rorick@db.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Furtado, Caitlin

<Caitlin.Furtado@scotiabank.com>

Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Ok, thank you.



Tayyaba Saleem

tayyaba.saleem@mission2050.com

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From: Thomas Rorick <thomas.rorick@db.com>

Sent: Monday, September 11, 2023 3:34 PM

To: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>

Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>

Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Classification: Confidential

Hi Tayyaba,

I have to get credit approval. I will keep you posted.

Best,

Thomas Rorick | Infrastructure & Energy Financing | Deutsche Bank

Office: +1 (212) 250-0148 | Mobile Voice: +1 (917) 478-6299 | Mobile Text: +1 (646) 345-0669

From: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>

Sent: Monday, September 11, 2023 3:33 PM

To: Thomas Rorick <thomas.rorick@db.com>

Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>

Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Hi Thomas,

Is DB good to go as well?



Tayyaba Saleem

tayyaba.saleem@mission2050.com

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From: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Sent: Monday, September 11, 2023 3:29 PM
To: Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>; Thomas Rorick <thomas.rorick@db.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Thank you folks. I will follow up with JB and get this ready for execution.



Chris Jodhan
 Chief Legal Counsel & VP Corporate Development
 Mobile: (416) 525-7375
chris.jodhan@mission2050.com

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From: Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>
Sent: Monday, September 11, 2023 3:02 PM
To: Chris Jodhan (M) <chris.jodhan@mission2050.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>; Thomas Rorick <thomas.rorick@db.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>
Subject: Re: [External] RE: Grasshopper: New Entity / CoC

Hi Chris,

We are signed off.

Cheers,
 Caitlin

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From: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Sent: Monday, September 11, 2023 2:59 PM
To: Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>; Thomas Rorick <thomas.rorick@db.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian

<sebastian.reveredo@scotiabank.com>

Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Hi folks, I am just following up to move this forward. Blakes has signed off. Tory's is waiting for DB and BNS.

If you have any further questions please let me know.

Thanks.



Chris Jodhan
 Chief Legal Counsel & VP Corporate Development
 Mobile: (416) 525-7375
chris.jodhan@mission2050.com

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From: Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>

Sent: Monday, September 11, 2023 12:32 PM

To: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Thomas Rorick <thomas.rorick@db.com>

Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>

Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Thanks Tayyaba!

From: Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>

Sent: September 11, 2023 11:57 AM

To: Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>; Chris Jodhan (M) <chris.jodhan@mission2050.com>; Thomas Rorick <thomas.rorick@db.com>

Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>

Subject: Re: [External] RE: Grasshopper: New Entity / CoC

Hi Caitlin,

Hope you had a great weekend.

Please see our comments below in red.



Tayyaba Saleem
tayyaba.saleem@mission2050.com

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From: Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>
Sent: September 8, 2023 3:39 PM
To: Chris Jodhan (M) <chris.jodhan@mission2050.com>; Thomas Rorick <thomas.rorick@db.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>; Reveredo, Sebastian <sebastian.reveredo@scotiabank.com>
Subject: RE: [External] RE: Grasshopper: New Entity / CoC

Hi Chris,

We had received the request and had a couple of follow-up questions, prior to getting credit approval.

1. Can you provide a redline to the current MSA (attached)? - A redline to the current MSA is not needed in the current circumstance. The assignment documents are standalone documents with no changes made to the MSA, other than changing the contractor thus no redline exists. Our external counsel has shared the documents with your lawyers.
2. Advise on ownership of 2050 - Azeem owns all shares of TwentyFifty Inc.
3. Advise of management team of 2050:
 - o **TwentyFifty Inc.** - Azeem is the President and Secretary
 - o **TwentyFifty Asset Management Inc.** - Subsidiary of TwentyFifty Inc.
 - o Faisal Shahab is the Director and TwentyFifty Inc. is the sole shareholder

Thanks,

Caitlin Furtado, CFA | Director

Scotiabank | National Accounts, Commercial Banking

40 King Street W, 50th Floor,
 Toronto, ON M5H1H1 Canada
 M 647-984-3965

caitlin.furtado@scotiabank.com

<http://www.scotiabank.com>

Scotiabank is a business name used by The Bank of Nova Scotia

From: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Sent: September 8, 2023 3:28 PM
To: Thomas Rorick <thomas.rorick@db.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>
Subject: [External] RE: Grasshopper: New Entity / CoC

Hello folks,

I am following up with our counsel regarding the assignment of the AM services to our new provider. Please advise if Torsys has contacted you regarding our proposed changes.

Thanks.



Chris Jodhan
Chief Legal Counsel & VP Corporate Development
Mobile: (416) 525-7375
chris.jodhan@mission2050.com

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From: Thomas Rorick <thomas.rorick@db.com>
Sent: Tuesday, August 22, 2023 11:31 AM
To: Chris Jodhan (M) <chris.jodhan@mission2050.com>; Furtado, Caitlin <Caitlin.Furtado@scotiabank.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>; Cassie Scandalios <cassie.scandalios@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Luca Romeo <luca.romeo@db.com>
Subject: RE: Grasshopper: New Entity / CoC

Classification: Confidential

Hi Chris,

I appreciate you reaching out. Can we please find a time to connect this week so we get a better idea of this new structure?

I included our co-lender Scotiabank.

The DB side is available from 10 AM – 11 AM NY Time tomorrow (Wednesday) and Thursday.

Sincerely,

Thomas Rorick | Infrastructure & Energy Financing | Deutsche Bank
Office: +1 (212) 250-0148 | Mobile Voice: +1 (917) 478-6299 | Mobile Text: +1 (646) 345-0669

From: Chris Jodhan (M) <chris.jodhan@mission2050.com>
Sent: Tuesday, August 22, 2023 11:24 AM
To: Thomas Rorick <thomas.rorick@db.com>
Cc: Faisal Shahab (M) <faisal.shahab@mission2050.com>; Tayyaba Saleem (M) <tayyaba.saleem@mission2050.com>
Subject: RE: Grasshopper: New Entity / CoC

Hello Thomas,

I am following up on part of our request below. We would like to begin the transfer of Asset Management Services to our new provider.

I have copied Faisal Shahab on this email, the head of 2050 Asset Management Services (AM). You should note that he and his team currently provide the AM for the portfolio.

Lets set up a call tomorrow to discuss with Faisal and your team as required re: KYC.

Thank you in advance.



Chris Jodhan
 Chief Legal Counsel & VP Corporate Development
 Mobile: (416) 525-7375
chris.jodhan@mission2050.com

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From: Thomas Rorick <thomas.rorick@db.com>
Sent: Tuesday, August 15, 2023 9:57 AM
To: Himanshu Sarin <himanshu.sarin@grasshopperenergy.com>; Chris Jodhan <chris.jodhan@grasshopperenergy.com>
Cc: Jeremy Eisman <jeremy.eisman@db.com>; Blake Yaralian <blake.yaralian@db.com>; Noah Baer <noah.baer@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Cassie Scandalios <cassie.scandalios@db.com>; Jonathan Persaud <jonathan.persaud@grasshopperenergy.com>; Waseem Qureshi <waseem.qureshi@grasshopperenergy.com>
Subject: RE: Grasshopper: New Entity / CoC

Classification: Confidential

Great, thanks Himanshu.

Appreciate the update and understand the fluidity of the situation. Keep us posted.

From: Himanshu Sarin <himanshu.sarin@grasshopperenergy.com>
Sent: Tuesday, August 15, 2023 9:50 AM
To: Thomas Rorick <thomas.rorick@db.com>; Chris Jodhan <chris.jodhan@grasshopperenergy.com>
Cc: Noah Baer <noah.baer@db.com>; Blake Yaralian <blake.yaralian@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Cassie Scandalios <cassie.scandalios@db.com>; Jonathan Persaud <jonathan.persaud@grasshopperenergy.com>; Waseem Qureshi <waseem.qureshi@grasshopperenergy.com>
Subject: RE: Grasshopper: New Entity / CoC

Hi Thomas,

Thank you for the follow up on this. The investor has been exploring multiple structures over the past couple of weeks, with respect to changes in ownership and asset management entity. We will be in touch as soon as we have a firm proposal to submit for your KYC and approval.

We did have a similar call with Scotiabank as we did with you, and the feedback from them was similar.



Himanshu Sarin

SVP, Corporate Finance

Office: +1 (289) 326-3932 // Mobile: +1 (647) 936-3257

himanshu.sarin@grasshopperenergy.com // grasshopperenergy.com

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From: Thomas Rorick <thomas.rorick@db.com>

Sent: Monday, August 14, 2023 9:22 AM

To: Himanshu Sarin <himanshu.sarin@grasshopperenergy.com>; Chris Jodhan <chris.jodhan@grasshopperenergy.com>

Cc: Noah Baer <noah.baer@db.com>; Blake Yaralian <blake.yaralian@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Cassie Scandalios <cassie.scandalios@db.com>

Subject: RE: Grasshopper: New Entity / CoC

Classification: Confidential

Hi Himanshu,

I wanted to follow up here given the timeline we communicated.

Please let us know if we can engage counsel and if you have notified Scotiabank of the expected change.

Sincerely,

Thomas Rorick | Infrastructure & Energy Financing | Deutsche Bank

Office: +1 (212) 250-0148 | Mobile Voice: +1 (917) 478-6299 | Mobile Text: +1 (646) 345-0669

From: Thomas Rorick

Sent: Monday, August 7, 2023 9:52 AM

To: Himanshu Sarin <himanshu.sarin@grasshopperenergy.com>; Chris Jodhan <chris.jodhan@grasshopperenergy.com>

Cc: Noah Baer <noah.baer@db.com>; Blake Yaralian <blake.yaralian@db.com>; Lisa Shell-Schnitzer <lisa.shell-schnitzer@db.com>; Cassie Scandalios <cassie.scandalios@db.com>

Subject: Grasshopper: New Entity / CoC

Classification: Confidential

Hi Himanshu,

Thanks for the overview on the upcoming transaction that may result in a change of control and the need to onboard a new entity.

Are you able to confirm lenders may engage Torys again to review the transaction and prepare any necessary amendments?

Separately, let us know once Grasshopper has notified Scotiabank about the expected change.

Please liaise with Lisa and Cassie (CC'ed here) on any onboarding and KYC requirements once the new entity is created. As a reminder, it typically takes us about 3-4 weeks to onboard a new entity.

Sincerely,

Thomas Rorick | Infrastructure & Energy Financing | Deutsche Bank

Office: +1 (212) 250-0148 | Mobile Voice: +1 (917) 478-6299 | Mobile Text: +1 (646) 345-0669

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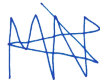
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Deutsche Bank does not render legal or tax advice, and the information contained in this communication should not be regarded as such.

This is Exhibit “H” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September ____21____, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL

Irrevocable Direction and Acknowledgement
(“Direction & Acknowledgement”)

To: Grasshopper Solar Corporation (together with its successors and permitted assigns, “**GSC**”)

And To: Deutsche Bank Trust Company Americas as collateral agent (together with its successors and permitted assigns, the “**Collateral Agent**”)

From: GSC Solar Fund I LP (together with its successors and permitted assigns, “**Borrower 1**”)

And From: GSC Solar Leasing LP (together with its successors and permitted assigns, “**GSC Leasing**”)

Cc: Deutsche Bank Trust Company Americas, as administrative agent (together with its successors and permitted assigns, the “**Administrative Agent**”)

Re: Credit agreement dated as of the date hereof (as amended, supplemented or replaced from time to time, the “**Credit Agreement**”) between, among others, GSC Solar Fund I LP and GSC Solar Fund II LP (the “**Borrowers**”), the Administrative Agent, the Collateral Agent and the financial institutions party thereto from time to time as lenders (the “**Lenders**”)

Date: March 19, 2018

WHEREAS capitalized terms not otherwise defined herein have the meanings given to them in the Credit Agreement.

AND WHEREAS pursuant to the Credit Agreement, the Lenders have agreed to make available to the Borrowers certain credit facilities upon the terms and conditions contained therein.

AND WHEREAS GSC is an affiliate of the Borrowers and GSC Leasing.

AND WHEREAS pursuant to certain payment directions and acknowledgements/direction documentation (as amended, updated, supplemented or replaced from time to time, the “**LDC Directions**”), the supplier under certain MicroFIT Projects that make up part of the Collateral, including those set out in Schedule 2 of the Credit Agreement, have directed the applicable LDCs to settle and make all payments in respect revenue generated by such MicroFIT Projects (collectively, the “**Payments**”) to account(s) specified by GSC;

AND WHEREAS the Payments are made to GSC by means of cheque or direct deposit to the account set forth on Schedule A hereto (the “**Residential Redirected Account**”).

AND WHEREAS GSC is required to enter into this Direction & Acknowledgement to assign to the Collateral Agent on behalf of the Lenders, all of its right, title and interest to the Payments and any proceeds thereof which it may from time to time be entitled to receive in respect of the LDC Directions and the MicroFIT Contracts specified therein.

AND WHEREAS the security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Borrower 1, GSC and GSC Leasing hereby agree as follows:

Direction

1. Borrower 1 hereby irrevocably directs GSC to direct any and all Payments (and the proceeds thereof) received in respect of such MicroFIT Projects or deposited in the Residential Redirected Account to the Borrower Revenue Account in accordance with the Credit Agreement.
2. GSC and the Collateral Agent, on behalf of the Lenders, shall be entitled to rely on this Direction & Acknowledgement and this Direction & Acknowledgement shall be irrevocable and shall not be amended without the express written agreement of the Collateral Agent.

Security Interest

3. As general and continuing security for the payment and the performance of the Obligations, GSC hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent (for the benefit of the Secured Creditors) a continuing security interest (the “**Security Interest**”) in GSC’s right, title and interest that GSC now has or may hereafter have, be possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in (i) the Residential Redirected Account and the Payments and all debts, accounts, claims and choses in action of any nature or kind howsoever arising which are now or which may hereafter become due, owing or accruing due GSC with respect thereto, (ii) all replacements of, substitutions for and increases, additions and accessions to any of the property described in subsection (i) and (iii) all proceeds and renewals of any of the foregoing in any form derived directly or indirectly from any dealing with any of the foregoing or that indemnifies or compensates for the loss of or damage to any of the foregoing (collectively, the “**Collateral**”).
4. Each of GSC and the Collateral Agent acknowledges that value has been given. The Security Interests have not been postponed and will attach, as to existing Collateral, upon the execution by each of GSC and the Collateral Agent of this Direction & Acknowledgement, and, as to after-acquired Collateral, as soon as GSC acquires rights therein. This Agreement constitutes a “security agreement” as that term is defined in the PPSA.
5. The Collateral constitutes and will constitute continuing security for all of the Obligations.
6. GSC specifically authorizes and directs Torys LLP, counsel to the Lenders and Blake, Cassels & Graydon LLP, counsel to the Administrative Agent and the Collateral Agent to prepare and file security registrations to be made in favour of the Collateral Agent (for the benefit of the Secured Creditors) against GSC in connection with the Security Interest granted herein.
7. GSC hereby confirms that it has not sold, assigned or encumbered all or any part of the Security Interest.
8. GSC hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:
 - a. The correct legal name of GSC is **Grasshopper Solar Corporation**.

- b. GSC is duly incorporated or formed, continued or amalgamated, as the case may be, and validly existing under the laws of the Province of Ontario with the requisite corporate, partnership or other power to enter into this Direction & Acknowledgement; this Direction & Acknowledgement has been duly authorized by all necessary corporate, partnership or other action on the part of the GSC and constitutes a legal and valid agreement binding of GSC, enforceable in accordance with its terms, subject to Applicable Laws of general application affecting creditor rights and the discretion of the Governmental Authority in awarding equitable remedies; the making and performance of this Direction & Acknowledgement will not result in the breach of, constitute a default under, contravene any provision of, or result in the creation of, any lien, charge, security interest, encumbrance or any other rights of others upon any property of GSC pursuant to any agreement, indenture or other instrument to which GSC is a party or by which GSC or any of its property may be bound or affected.
 - c. GSC is the legal and GSC Leasing beneficial owner of, and collectively have good and marketable title to (and has full right and authority to create the security interest and assign the Collateral) the Collateral, free and clear of all Liens, except any Lien granted pursuant hereto in favour of the Collateral Agent, or any Lien permitted by the Credit Agreement. As of the date of this Direction & Acknowledgement, there is no existing agreement, option, warrant, right or privilege capable of becoming an agreement or option pursuant to which GSC would be required to sell or otherwise dispose of any of the Collateral or grant control (including by means of a blocked accounts agreement) over the Collateral.
- 9. Each of GSC and GSC Leasing hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:
 - a. Neither of GSC or GSC Leasing has granted control of the Collateral to any Person (including pursuant to any control agreements) other than as permitted pursuant to the Credit Agreement.
- 10. GSC will not sell, assign, transfer, pledge or encumber in any other manner the Collateral (except in favour of the Collateral Agent hereunder, or except as permitted by the Credit Agreement). GSC will warrant and defend the right and title herein granted unto the Collateral Agent in and to the Collateral (and all right, title, and interest represented by the Collateral) against the claims and demands of all Persons whomsoever. GSC agrees that at any time, and from time to time, at the expense of GSC, GSC will promptly execute and deliver all further instruments and take all further action reasonably requested by the Collateral Agent that may be necessary in the opinion of the Collateral Agent in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral.
- 11. GSC agrees that it shall:
 - a. Not amend its constating documents in any way which would adversely affect the Collateral or results in a Material Adverse Effect;
 - b. not enter into any (i) merger, consolidation, amalgamation, reorganization, reconstruction or arrangement with any Person or (ii) liquidate, dissolve or be wound-up, in each case, without providing the Collateral Agent with 30 days prior written notice and all

documents and opinions of counsel, as may be required by the Collateral Agent in its sole discretion, in connection thereto;

- c. take any action that shall impair the Collateral Agent's rights in the Collateral; and
12. Each of GSC and GSC Leasing agrees that it shall not, without the prior written consent of the Collateral Agent, grant control of the Collateral to any Person (including pursuant to any control agreements) other than the Collateral Agent.

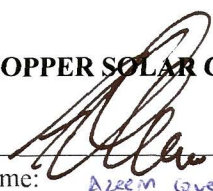
Miscellaneous

13. This Direction & Acknowledgement shall constitute a Financing Document for all purposes of the Credit Agreement and the other Financing Documents and, for the avoidance of doubt, the provisions in Section 12.1 of the Credit Agreement shall apply to any cost and expenses in connection with this Direction & Acknowledgement.
14. This Direction & Acknowledgement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
15. This Direction & Acknowledgement may be signed in any number of counterparts and by facsimile or other electronic means, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Direction & Acknowledgement by telecopy or electronic communication will be as effective as delivery of a manually executed counterpart of this Direction & Acknowledgement.
16. This Direction & Acknowledgement may not be amended or modified except in writing signed by each party hereto.
17. The benefits of this Direction & Acknowledgement shall inure to the respective successors and permitted assigns of the parties hereto; provided, that this Direction & Acknowledgement is not assignable by GSC or Borrower 1 in whole or in part without the Collateral Agent's prior written consent.
18. Should any provision of this Direction & Acknowledgement be found to be or become legally invalid, partly or in whole, the remaining provisions will remain unaffected hereby. In this case, the invalid provision will be replaced by a legally valid provision which comes as close as possible to what the parties hereto intended or would have intended taking into consideration the tenor and purpose of this Direction & Acknowledgement.

(Remainder of this page intentionally left blank)

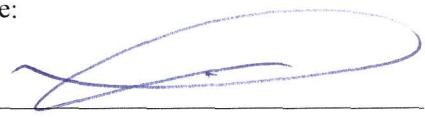
IN WITNESS WHEREOF this Direction & Acknowledgement has been executed by Borrower 1, GSC and GSC Leasing as of the date first written above.

GRASSHOPPER SOLAR CORPORATION

By: 

Name: Azeem Qureshi

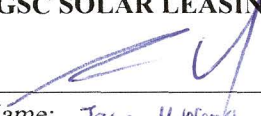
Title:

By: 

Name: Leo Mednik

Title:

GSC SOLAR LEASING LP, by its general partner, **GSC SOLAR LEASING GP INC.**

By: 

Name: Jason Hibbard

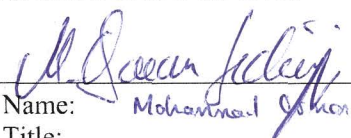
Title:

By: _____

Name:

Title:

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC.**

By: 

Name: Mohammad Jahan Sadiqi

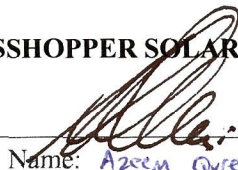
Title:

By: _____

Name:

Title:

GSC hereby acknowledges the direction provided for herein and agrees in favour of the Administrative Agent and the Collateral Agent (for the benefit of the Secured Creditors) that it will comply with such direction and it will not permit, record or give effect to any transfer of the Payments other than as specified herein.

GRASSHOPPER SOLAR CORPORATIONBy: 

Name: Azam Qureshi

Title:

By: 

Name: Leo Melnik

Title:

SCHEDULE A
RESIDENTIAL REDIRECTED AND AGGREGATION ACCOUNTS

Residential Redirect Account	GRASSHOPPER SOLAR CORPORATION	ROYAL BANK OF CANADA-03132-1011808

This is Exhibit "I" referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September ____ 21 ____, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

GSC SOLAR FUND I LP and GSC SOLAR FUND II LP,
as Borrowers

- and -

GSC SOLAR FUND I GP INC. and GSC SOLAR FUND II GP INC.,
as Borrower GPs

- and -

THE PROJECT SUBSIDIARIES FROM TIME TO TIME PARTY HERETO,
as Project Subsidiaries

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

- and -

DEUTSCHE BANK SECURITIES INC.,
as Technical Agent

- and -

THE BANK OF NOVA SCOTIA and DEUTSCHE BANK AG NEW YORK BRANCH,
as Co-Lead Arrangers

- and -

**THE BANK OF NOVA SCOTIA, DEUTSCHE BANK AG, CANADA BRANCH AND THE
OTHER FINANCIAL INSTITUTIONS FROM TIME TO TIME PARTY HERETO,**
as Lenders

**Originally entered into as of March 19, 2018 and amended and restated as of May 31, 2018, as
further amended and restated as of June 29, 2023**

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Originally entered into as of March 19, 2018 and amended and restated on May 31, 2018, as further amended and restated as of June 29, 2023.

B E T W E E N:

GSC SOLAR FUND I LP and GSC SOLAR FUND II LP, as Borrowers

- and -

GSC SOLAR FUND I GP INC. and GSC SOLAR FUND II GP INC., as
Borrower GPs

- and -

**THE PROJECT SUBSIDIARIES FROM TIME TO TIME PARTY
HERETO**, as Project Subsidiaries

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking
corporation, as Administrative Agent

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking
corporation, as Collateral Agent

- and -

DEUTSCHE BANK SECURITIES INC., as Technical Agent

- and -

**THE BANK OF NOVA SCOTIA and DEUTSCHE BANK AG NEW YORK
BRANCH**, as Co-Lead Arrangers

- and -

**THE BANK OF NOVA SCOTIA, DEUTSCHE BANK AG, CANADA
BRANCH AND THE OTHER FINANCIAL INSTITUTIONS FROM TIME
TO TIME NAMED IN SCHEDULE 1**, as Lenders

WHEREAS pursuant to a Credit Agreement dated as of March 19, 2018, as amended and restated as of May 31, 2018 and as otherwise amended, waived or modified prior to the date hereof (the “**Original Credit Agreement**”), the lenders party thereto agreed to make available to the Borrowers certain credit facilities subject to the terms and conditions set forth in the Original Credit Agreement; and

WHEREAS the Borrowers and the Lenders have agreed to amend and restate the Original Credit Agreement to refinance the credit facilities made available pursuant to the Original Credit Agreement

and to implement certain other changes subject to the terms and conditions of this Agreement as so amended and restated.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises, the covenants herein contained and other valuable consideration, the parties agree to amend and restate the Original Credit Agreement, subject to Section 5.3, so that it reads in its entirety as and from the Second Restatement Date as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings:

“Aboriginal Participation Level” with respect to any Aboriginal Participation Project, has the meaning specified in the PPA applicable to such Aboriginal Participation Project.

“Aboriginal Participation Project” has the meaning specified in each PPA relating to a First Nation Project.

“Acceptable Counterparty” means a Person or entity that (a) satisfies the “know your client” requirements of each of the Lenders, and (b) is not a Sanctioned Person and is not on the OFAC Specially Designated Nationals List.

“Acceptable Letter of Credit” means a standby or commercial letter of credit, in form and substance satisfactory to the Majority Lenders, issued by a financial institution having a rating of at least “A3” from Moody’s or “A-” from S&P.

“Acceptance Agreement” has the meaning specified in Section 13.13(b).

“Account Bank” means (i) in respect of the Accounts Agreements (With Trigger), Royal Bank of Canada and its successors and assigns and (ii) in respect of the Accounts Agreement (Without Trigger), The Bank of Nova Scotia and its successors and assigns.

“Account Bank Fee Letters” has the meaning specified in the definition of “Fee Letter”.

“Accounts” means the Collateral Accounts and any other account established or required pursuant to the terms of this Agreement.

“Accounts Agreements (With Trigger)” has the meaning specified in Section 9.1(d).

“Accounts Agreement (Without Trigger)” has the meaning specified in Section 9.1(d).

“Accounts Agreements” has the meaning specified in Section 9.1(d).

“Additional Compensation” has the meaning specified in Section 4.1.

“Additional Material Project Agreements” means each agreement or series of agreements entered into by an Obligor subsequent to the Second Restatement Date and that (a) either replaces or substitutes for an existing Material Project Agreement, or (b) is an agreement that requires in the aggregate payments by an Obligor of more than \$250,000 in any Fiscal Year and has a term greater

than one year in any Fiscal Year or otherwise satisfies the requirements of the definition of “Material Agreement”.

“Administrative Agent” means Deutsche Bank Trust Company Americas when acting in its capacity as administrative agent hereunder, and includes any successor administrative agent appointed pursuant hereto and any other sub-agent appointed, from time to time, by the Majority Lenders to perform the duties of the Administrative Agent.

“Advance” means a borrowing by either Borrower by way of a (a) CDOR Advance; (b) Prime Rate Loan; or (c) L/C Loan, and any reference relating to the amount of Advances means the sum of the principal amount of all outstanding CDOR Advances, Prime Rate Loans and L/C Loans, in each case whether as a result of an Advance, rollover, conversion or a deemed Advance.

“Advance Request” means a notice of request for an Advance under the Term Facility, substantially in the form attached as Schedule 5.3(b), or such other form as the Administrative Agent and the Borrowers may agree to hereafter from time to time.

“Adverse MicroFIT Event” means, in respect of the MicroFIT Portfolio on an aggregate basis, the occurrence or continuance of any event or circumstance of any nature or kind, including, without limitation (and such event or circumstance or combination thereof, a **“Triggering Event”**): (i) disposal by the Borrower or a Project Subsidiary of its interests in a Project Subsidiary or one or more MicroFIT Projects, (ii) the offset of any payments by the IESO as a result of homeowner delinquency under MicroFIT Projects, (iii) any MicroFIT Project no longer being capable of generating and selling power, (iv) an LDC disconnecting a MicroFIT Project from the Distribution System and (v) any MicroFIT Project being in default under the applicable PPA; in each case that would, in any combination thereof, reasonably be expected to result in a permanent reduction or impairment of more than 11% of projected revenues in respect of MicroFIT Projects for the next twelve-month period based on the then current Financial Model.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means an affiliated body corporate, partnership, joint venture or other entity and, for the purposes of this Agreement, (a) one body corporate, partnership, joint venture or other entity is affiliated with another if one such body corporate, partnership, joint venture or other entity is the Subsidiary of the other or both are Subsidiaries of the same body corporate, partnership, joint venture or other entity or each of them is controlled directly or indirectly by the same Person and (b) if two bodies corporate, partnerships, joint ventures or other entities are affiliated with the same body corporate, partnership, joint venture or other entity at the same time, they are deemed to be affiliated with each other.

“Agency Fee Letter” means the letter agreement dated as of the Second Restatement Date between Grasshopper Solar Corporation, the Administrative Agent and the Collateral Agent in respect of the fees payable to each of the Administrative Agent and the Collateral Agent.

“Agents” means collectively the Administrative Agent, the Collateral Agent and the Technical Agent.

“Agreement” means this Second Amended and Restated Credit Agreement and all Schedules attached hereto.

“**Agreement Currency**” has the meaning specified in Section 13.10.

“**Annual Inspection**” means the opportunity to visit one of more of the properties on one occasion annually at any reasonable time or times, within normal business hours, following reasonable notice and in accordance with the terms of any lease agreement relating to such property and to attend at the head office of the Applicable Borrowers to examine and make copies of and abstracts from the books and records of, the Applicable Borrower or Project Subsidiary on one occasion per annum.

“**Anti-Corruption Laws**” has the meaning specified in Section 6.1(jj)(vi).

“**Anti-Terrorism Laws**” has the meaning specified in Section 6.1(jj)(v).

“**Applicable AML Law**” has the meaning specified in Section 11.20.

“**Applicable Borrower**” means as the context may require, either Borrower or both Borrowers.

“**Applicable Law**” means, with respect to any Person, property, transaction, condition or event, any present or future (a) domestic or foreign statute, law (including common and civil law), treaty, ordinance, convention, rule, regulation or by-law (zoning or otherwise), (b) judgment, order, writ, injunction, ruling, decree or award, or (c) Authorization, binding on or affecting the Person, property, transaction or event referred to in the context in which the term is used in each case whether or not having the force of law; including, without limitation, Environmental Laws.

“**Applicable Margin**” means (i) with respect to the Term Facility, 1.90% for CDOR Advances and 0.9% for Prime Rate Advances and (ii) with respect to the L/C Facility, 1.90%.

Notwithstanding the foregoing, at any time after the Second Restated Date the Applicable Margin otherwise in effect as specified above will be increased in accordance with the following table, with the percentages set out in the first column representing the proportion of Advances made with respect to MicroFIT Projects relative to the aggregate amount of all Advances made under the Facilities:

If >35% but ≤37.5%	Applicable Margin increases by 5 bps
If >37.5% but ≤40%	Applicable Margin increases by 10 bps
If >40% but ≤42.5%	Applicable Margin increases by 15 bps
If >42.5% but ≤45%	Applicable Margin increases by 20 bps

“**Applicable Percentage**” means with respect to any Lender, the percentage of the total Commitments in respect of the Term Facility represented by such Lender’s Commitment in respect of the Term Facility. If the Commitments in respect of the Term Facility have terminated or expired, the Applicable Percentage shall be the percentage of the total outstanding Loans under the Term Facility represented by such Lender’s outstanding Loans under the Term Facility. Notwithstanding anything to the contrary herein, if a Lender assigns all or a portion of the Term Facility (but not the L/C Facility) to a Transferee, the Applicable Percentage of (i) such Lender shall be deemed to remain unchanged and (ii) such Transferee shall be deemed to be nil.

“Approved LDC” means each LDC with a rating of at least “Baa3” from Moody’s or “BBB-” from S&P.

“Approved Project Disposition” has the meaning specified in Section 5.5(c).

“Approved Supplier” means each of the Persons listed as an Approved Supplier on Appendix A and its successors and permitted assigns, as updated from time to time as agreed in writing by the Borrowers and Technical Agent.

“Arm’s Length” has the meaning ascribed thereto for the purposes of the Tax Act in effect as of the date hereof.

“Assets” means, with respect to any Person, any property, assets and undertakings of such Person of every kind and wheresoever situated, whether now owned or hereafter acquired (and, for greater certainty, includes any equity or like interest of any Person in any other Person).

“Assignment Agreements” means, collectively, unit purchase and assignment and assumption agreements or any other similar agreements between an Obligor and a third party or an Affiliate in respect of the transfer of the Equity Securities in a Project Subsidiary, a Project GP or a Project Subsidiary Holdco to a Borrower or an Affiliate thereof.

“Authorization” means, with respect to any Person, any order, permit, approval, grant, licence, consent, franchise, certificate, exemption, waiver, registration or other authorization of any Governmental Authority having jurisdiction over such Person or the property and assets of such Person, whether or not having the force of law.

“Available Debt Service Liquidity” has the meaning specified in Section 8.10(b).

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Banking Day” or **“Business Day”** means a day, other than a Saturday or a Sunday or other day on which banks are required or authorized to close in Toronto, Canada or in New York City, New York.

“Bankruptcy Law” means the *Companies’ Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) and successor legislation thereto and any other equivalent or analogous legislation.

“Borrower GPs” means Fund 1 Borrower GP and Fund 2 Borrower GP.

“Borrower GSAs” has the meaning specified in Section 9.1(a).

“Borrower Operating Expenses” means, in relation to either Borrower and for any period, the costs incurred by that Borrower in performing its operations, including legal expenses, fees and transaction costs incurred in connection with the administration of the Portfolio, the Project Subsidiaries and this Agreement, the Required Hedging Program and the other Financing Documents; provided, however, that Borrower Operating Expenses shall not include:

- (a) Project Subsidiary Operating Expenses;
- (b) Debt Service;
- (c) the amount of any fees or expenses payable to the Lenders, each Account Bank, Administrative Agent and Collateral Agent which are not included in Debt Service; and
- (d) unused reserves in respect of items referred to in clauses (a) through (c) of this definition.

“Borrower Partnership Agreements” means the Fund 1 Borrower Partnership Agreement and the Fund 2 Borrower Partnership Agreement.

“Borrower Revenue Account” has the meaning specified in Section 8.9(a).

“Borrowers” means Fund 1 Borrower and Fund 2 Borrower.

“Borrowers’ Knowledge” means the actual knowledge after due inquiry of any of the senior officers or directors of the Borrowers or the Borrower GPs (or those individuals from time to time performing similar functions).

“C&I Projects” means all Projects other than MicroFIT Projects.

“Canadian Dollars” means the lawful currency of Canada in immediately available funds.

“Capital Assets” means, with respect to any Person, any tangible fixed or capital assets owned or leased (in the case of a Capital Lease) by such Person.

“Capital Contribution” means:

- (a) the amount of capital contributed to each Borrower by its Borrower GP and/or Sponsor in the form of (i) cash by way of contribution of equity, (ii) cash by way of Sponsor Subordinated Debt, (iii) an equity contribution agreement delivered by Sponsor in favour of the Collateral Agent, in form and substance acceptable to the Administrative Agent (an **“Equity Contribution Agreement”**) together with credit support in the form of cash collateral and/or an Acceptable Letter of Credit totaling at least 110% of the Required Equity Contribution amounts specified in the Equity Contribution Agreement, or (iv) any combination of the foregoing;
- (b) the amount of capital contributed to the Community Project Subsidiaries by either of a Community Holdco or a Community GP Holdco in the form of cash by way of contribution of equity; and
- (c) to the extent applicable, the amount of capital contributed to a First Nation Project Subsidiary by a First Nation in the form of cash by way of contribution of equity.

“Capital Expenditures” means, in respect of any Person and any period, all expenditures made by such Person during such period for the purchase, lease or acquisition of Capital Assets (including all amounts paid or accrued during such period on Capital Leases).

“Capital Lease” means any lease (a) which is required to be capitalized on a balance sheet of the lessee in accordance with GAAP, or (b) for which the amount of the asset and liability thereunder should be disclosed in a note to such balance sheet as if so capitalized in accordance with GAAP.

“Cash Flow Available for Debt Service” means, in relation to the Borrowers and as determined on an aggregate basis for any period with respect to all Term Projects, (a) the sum of (i) all Project Revenues, (ii) proceeds of any business interruption insurance in respect of the Borrowers or any Project Subsidiary, and (iii) proceeds of property and casualty insurance received by the Borrowers or any Project Subsidiary for remediated expenses covered by such insurance, in each case attributable to such period, minus (b) Operating Expenses for such period (including, for clarity, the fees due and payable to the Administrative Agent and the Collateral Agent and fees due and payable to the Account Banks under the applicable Fee Letters or otherwise).

“CDOR Advance” means a loan made by the Lenders to a Borrower in Canadian Dollars on which interest is payable at the CDOR Rate plus the Applicable Margin.

“CDOR” or **“CDOR Rate”** means, with respect to any Interest Period, in respect of CDOR Advances under the Term Facility, the average rate for Canadian Dollar bankers’ acceptances for a period of three months, or such other period as agreed to by the Administrative Agent, in each case which appears on the display page designated as the CDOR Page (or any replacement page) by Reuters Money Market Service (or its successor) or another similar electronic system on or about 10:00 a.m. (New York time) two Banking Days before the first day of such Interest Period (and if such rate is below zero, the CDOR Rate will be deemed to be zero).

“CFPOA” means *The Corruption of Foreign Officials Act* (Canada).

“Change in Law” has the meaning specified in Section 4.1.

“Change of Control” means any event, direct or indirect sale, transfer, disposition, issuance or other transaction or series of transactions following which:

- (a) Sponsor or Holdco would no longer Control each Borrower, directly or indirectly, as applicable, and would no longer own, directly or indirectly, at least 50.1% of the outstanding Equity Securities, voting rights and economic interests of each of the Borrowers and Borrower GPs; provided that (i) such remaining ownership interests not owned by Sponsor or Holdco are held entirely by a single Qualified Transferee, (ii) the sale or transfer of ownership interests to such Qualified Transferee is made in compliance with the terms and conditions of the applicable Material Project Agreements, (iii) the applicable Borrower shall have given the Lenders, the Administrative Agent and the Collateral Agent reasonable advance written notice of such sale or transfer and in any event not less than 15 Banking Days prior thereto, (iv) Sponsor, the applicable Borrower and the proposed Qualified Transferee shall have taken whatever steps and delivered or cause to be delivered whatever documents and opinions are reasonably requested by the Administrative Agent to ensure the rights and remedies of the Lenders, the Administrative Agent and the Collateral Agent under the Financing Documents are not adversely affected as a result of such sale or transfer, including security documents in form and substance substantially similar to the Security Documents and legal opinions and officer’s certificates in relation

thereto, (v) no Default or Event of Default shall have occurred and be continuing or would occur as a result of the proposed sale or transfer, and (vi) the applicable Borrower shall have delivered an Officer's Certificate to the Lenders in respect of the satisfaction of the foregoing conditions;

- (b) the applicable Borrower, together with Sponsor and/or Holdco, would no longer Control directly or indirectly 100% of the outstanding Equity Securities, voting rights and economic interests of any of the Project Subsidiary Holdcos, Project Subsidiaries and Project GPs (other than the First Nation Project Subsidiaries, the Municipal Project Subsidiaries, the Public Sector Project Subsidiaries or the Community Project Subsidiaries);
- (c) a Project Subsidiary Holdco would no longer Control, directly or indirectly, at least the same percentage of a Project Subsidiary that such Project Subsidiary Holdco Controlled as at the date on which the applicable Project Subsidiary first became subject to the terms of the Original Credit Agreement;
- (d) a Community GP Holdco would no longer Control, directly or indirectly, 100% of the general partner interests in a Community Project Subsidiary;
- (e) the applicable Borrower would no longer Control, directly or indirectly, at least the same percentage of a Community Project Subsidiary, a Municipal Project Subsidiary, a Public Sector Project Subsidiary or First Nations Project Subsidiary that such Borrower Controlled as at the date on which the Community Project Subsidiary the Municipal Project Subsidiary, the Public Sector Project Subsidiary or First Nations Project Subsidiary, as applicable, first became subject to the terms of the Original Credit Agreement;
- (f) other than due to a Permitted Community Disposition, a Community Holdco would no longer Control, directly or indirectly, at least the same percentage of a Community Project Subsidiary that the Community Holdco Controlled as at the date on which the Community Project Subsidiary first became subject to the terms of the Original Credit Agreement;
- (g) a First Nation GP Holdco would no longer Control, directly or indirectly, 100% of the general partner interests in a First Nation Project Subsidiary;
- (h) a First Nation Holdco would no longer Control, directly or indirectly, at least the same percentage of a First Nation Project Subsidiary that the First Nation Holdco Controlled as at the date on which the First Nation Project Subsidiary first became subject to the terms of the Original Credit Agreement;
- (i) a Borrower GP Municipal GP Holdco would no longer Control, directly or indirectly, 100% of the general partner interests in a Municipal Project Subsidiary;
- (j) a Borrower or Municipal Holdco would no longer Control, directly or indirectly, at least the same percentage of a Municipal Project Subsidiary that the Municipal Holdco Controlled as at the date on which the Municipal Project Subsidiary first became subject to the terms of the Original Credit Agreement;
- (k) a Borrower GP Public Sector GP Holdco would no longer Control, directly or indirectly, 100% of the general partner interests in a Public Sector Project Subsidiary; or

- (l) a Borrower or Public Sector Holdco would no longer Control, directly or indirectly, at least the same percentage of a Public Sector Project Subsidiary that the Public Sector Holdco Controlled as at the date on which the Public Sector Project Subsidiary first became subject to the terms of the Original Credit Agreement.

“**CLA**” means the *Construction Lien Act* (Ontario).

“**Claim**” means, with respect to any Person, any action, suit, written order, charge, penalty, written claim, written demand, litigation, investigation or proceeding of any kind or nature whatsoever against or otherwise involving such Person or the property or assets of such Person.

“**Closing Date**” means March 19, 2018.

“**Closing Date Projects**” means the solar rooftop and ground mounted power facilities acquired prior to the Closing Date for the purpose of generating and selling power to the IESO pursuant to each of the PPAs to which the Closing Project Subsidiaries are party as listed on Schedule 2.

“**Closing Project Subsidiaries**” means GSC Solar Leasing LP, 2245073 Ontario Inc., 2246253 Ontario Inc., Grasshopper Solar FIT Projects Inc., Chi Biidaaske Inc., Howard Avenue Solar Inc., 2377512 Ontario Inc., 2410581 Ontario Limited, 2428760 Ontario Inc., ICM Realty Group Solar 2013 Inc., SPN LP 1, SPN LP 4, SPN LP 5, SPN LP3, LDREC SPN LP and CEW L3V Solar III Limited Partnership and their successors and permitted assigns.

“**Co-Lead Arrangers**” means The Bank of Nova Scotia and Deutsche Bank AG New York Branch.

“**Collateral**” means all real and personal property (and the rents, insurance proceeds, issues, profits, proceeds and products of the foregoing) which are subject, or are intended or required to become subject, to the Liens granted under any of the Security.

“**Collateral Accounts**” means, collectively, all accounts to be established pursuant to or otherwise governed by Article 8.

“**Collateral Agent**” means Deutsche Bank Trust Company Americas, a New York banking corporation, when acting in its capacity as collateral agent hereunder but not in its capacity as a Lender, and includes any successor collateral agent appointed pursuant hereto and any other sub-agent appointed, from time to time, by the Majority Lenders to perform the duties of the Collateral Agent.

“**Commitment**” means, at any time with respect to a Lender, the principal amount set forth beside such Lender’s name under the heading “Commitment” on Schedule 1 of this Agreement in respect of each Facility or as set forth on the signature page of the Acceptance Agreement pursuant to which such Lender became a Lender hereunder in accordance with the provisions of Section 13.11, as such Commitment may be adjusted from time to time in accordance with the provisions of Section 13.11, and “**Commitments**” means, collectively, the aggregate amount of the commitments of all of the Lenders.

“**Commitment Fee**” has the meaning specified in Section 3.2(a).

“**Community CCSA Project**” has the meaning specified in the applicable PPA in respect of a Community Project.

“Community GP Holdco” means each of the Persons specified in Appendix A as a Community GP Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Community GP Holdco Pledge Agreements” has the meaning specified in Section 9.1(h).

“Community Holdco” means each of the Persons specified in Appendix A as a Community Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Community Holdco Pledge Agreements” has the meaning specified in Section 9.1(i).

“Community Investment Member” in respect of a Community Project, has the meaning specified in the PPA applicable to such Community Project.

“Community Loan Documents” means the Project Subsidiary Loan Agreement between each Community Project Subsidiary and a Borrower, a general security agreement entered into by each Community Project Subsidiary, and, if required by the Lenders, a Lender Direct Agreement in respect of the applicable Community MSA Agreements.

“Community MSA Agreements” means the agreements between the Community Project Subsidiaries and the MSA Contractor relating to the management, operation, maintenance, use, occupancy and upkeep of the Community Projects and any replacement agreements as contemplated by Section 10.1(n).

“Community Participation Level” in respect of a Community Project, has the meaning specified in the PPA applicable to such Community Project.

“Community Partnership Agreement” means a limited partnership agreement which governs a Community Project Subsidiary and its business and affairs.

“Community Portfolio” means, as of any date, the aggregate of all Community Projects excluding Released Projects.

“Community Project Subsidiary” means each of the Persons specified in Appendix A as a Community Project Subsidiary and its successors and permitted assigns as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Community Projects” means the Projects owned from time to time by the Community Project Subsidiaries.

“Community Shareholder Agreement” means a shareholder agreement which governs a Community Project Subsidiary and its business and affairs.

“Concentration Limits” has the meaning specified in Section 7.2(cc).

“Connection Agreements” means, collectively, (a) the connection cost agreements between each Obligor and the applicable LDC, and (b) all other agreements entered into from time to time after the Second Restatement Date between the LDC and an Obligor with respect to the connection of a Contract Facility to the Distribution System (directly or indirectly), and **“Connection Agreement”** means any one of them.

“Control” and its derivatives mean, with respect to a Person, the holding, directly or indirectly, (other than by way of security only) by another Person of securities or economic interests in the first Person or the right to vote or direct the voting of securities of such Person if a corporation to which, in the aggregate, are attached more than 50% of the votes that may be cast to elect directors of the corporation, provided that the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the corporation and means, with respect to control of a Person other than a corporation, the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, and whether through the ownership or control of voting securities, voting rights, contract or otherwise, without the cooperation of others and **“Controlling”** and **“Controlled”** have corresponding meanings.

“Controlled Account” means a Collateral Account subject to an Accounts Agreement (Without Trigger).

“Controlled Supplier” means each of the Persons listed as a Controlled Supplier on Appendix A and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower, the Technical Agent and the Administrative Agent (at the discretion of the Majority Lenders).

“Controlled Supplier Cap” means, in respect of each Controlled Supplier, the figure specified on Appendix A next to such Controlled Supplier, which represents (i) the maximum number of MW-DC that can be produced from Projects using or involving such Controlled Supplier and (ii) the maximum percentage of MW-DC that can be produced from Projects using or involving such Controlled Suppliers as a portion of the then-funded Portfolio, as updated from time to time as agreed in writing by a Borrower, the Technical Agent and the Administrative Agent (at the discretion of the Majority Lenders).

“Co-op Members” in respect of a Community Project, has the meaning specified in the PPA applicable to such Community Project.

“Credit Facilities” has the meaning specified in Section 2.1.

“Curtailment” means curtailment of a Project by the IESO for reasons other than grid incapacity.

“DBAG” means Deutsche Bank AG, Canada Branch.

“Debt” of any Person means (without duplication) all obligations of such Person which in accordance with GAAP should be classified upon a balance sheet of such Person as liabilities of such Person, and in any event includes:

- (a) all obligations of such Person for borrowed money or with respect to advances made to such Person of any kind;
- (b) all obligations of such Person for borrowed money, whether or not evidenced by bonds, debentures, notes or similar instruments;
- (c) all obligations of such Person under conditional sale or other title retention agreements;
- (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business);

- (e) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Debt secured thereby has been assumed;
- (f) all Guarantees by such Person of Debt of others with the amount thereof quantified as the amount of liability which would reasonably be anticipated by such Person to be assumed by such Person;
- (g) all obligations under Capital Leases, sale and leaseback obligations and Synthetic Leases;
- (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee or in respect of bankers' acceptances;
- (i) the aggregate amount at which any units, shares or other Equity Securities in the capital of such Person which are redeemable or retractable at the option of the holder may be retracted or redeemed for cash or Debt provided all conditions precedent for such retraction or redemption have been satisfied;
- (j) all Debt under the Financing Documents and Secured Hedge Agreements; and
- (k) all other Debt upon which interest charges are customarily paid by such Person,

in all cases excluding leases which are accounted for under GAAP as operating leases relating to property acquired by such Person, current accounts payable incurred in the ordinary course of business and endorsements to the benefit of third parties of negotiable instruments. The Debt of any Person shall include the Debt of any other Person to the extent such first Person has unlimited liability therefor as a result of such Person's ownership interest in or other relationship with such other Person.

"Debt Service" means, in relation to the Borrowers on an aggregate basis and for any period with respect to all Projects, the sum of the following amounts paid (or payable), or projected to be payable, as the case may be, by the Borrowers during such period on account of:

- (a) interest payments, standby and commitment fee payments relating to the Facilities and scheduled principal repayments relating to the Term Facility (but not including fees payable to the Administrative Agent and the Collateral Agent); and
- (b) payments (other than termination payments) by the Borrowers, if any, under the Secured Hedge Agreements;

less:

- (c) payments (other than termination payments) received by the Borrowers, if any, under the Secured Hedge Agreements.

"Debt Service Reserve Account" has the meaning specified in Section 8.10.

"DSCR" means, in relation to all Projects and for any period of four Fiscal Quarters specified herein, the ratio of Cash Flow Available for Debt Service for such period to Debt Service for the same period.

“DSRA LC” means a letter of credit issued or to be issued by the Issuing Lender for the account of a Borrower pursuant to this Agreement.

“Deemed Change in Law” means, collectively, and regardless of the date enacted, adopted or issued (a) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and all requests, rules, guidelines, or directives thereunder or issued in connection therewith, and (b) all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III.

“Default” means an event, condition or circumstance, the occurrence or non-occurrence of which would, with the giving of a notice, lapse of time, the making of any determination, or any combination thereof, constitute an Event of Default unless remedied within applicable cure periods or waived in accordance with the terms of this Agreement.

“Default Notice” has the meaning specified in Section 7.1(nn).

“Default Rate” has the meaning specified in Section 3.5.

“Deliver Electricity” and **“Delivered Electricity”** have the meaning given to the terms **“Deliver”**, **“Delivered”** and **“Electricity”** in the PPAs.

“Department of Treasury Rule” has the meaning specified in Section 6.1(jj)(v).

“Designated Project” has the meaning specified in Section 5.5(a).

“Designated Project Disposition” has the meaning specified in Section 5.5(a).

“Designated Project Notice” has the meaning specified in Section 5.5(a).

“Direct Agreement” means, (a) in respect of a Material Project Agreement, an agreement provided by the counterparty, a Borrower and/or the other applicable Obligor(s) in favour of the Collateral Agent with respect to the matters customarily required by secured lenders (including consent to the Liens of the relevant Security Documents, notice of default, curative periods, step-in and continuity rights following enforcement, and limitations on the responsibilities of the Administrative Agent and the Collateral Agent), and includes the IESO Direct Agreements, the MSA Direct Agreements and the Equity Partner Direct Agreements, and (b) the LDC Consents, and

“Direct Agreements” means all of them.

“Disbursement Certificate” means a certificate substantially in the form of Schedule 6.

“Distribution Certificate” has the meaning specified in Section 8.13(a)(viii).

“Distribution Conditions” has the meaning specified in Section 8.13.

“Distribution Date” means, in relation to any Distribution Certificate delivered to the Administrative Agent pursuant to Section 8.13(a)(viii), the date on which a Borrower is permitted to make a Restricted Payment upon satisfaction of the Distribution Conditions attested to in such Distribution Certificate.

“Distribution Reserve Account” has the meaning specified in Section 8.13.

“Distribution System” means the system connected to the IESO grid for distributing electricity which is owned and operated by the LDC.

“DNV” means DNV Energy Systems Canada Inc.

“Domestic Content Plan” in respect of a Project has the meaning specified in the relevant PPA.

“Domestic Content Report” in respect of a Project has the meaning specified in the relevant PPA.

“Draw” means, in respect of each L/C Draw Request, the corresponding draw by the Collateral Agent, as directed by a Borrower, under the L/C Facility of the related L/C Draw Amount.

“Drawdown” means in the case of the L/C Facility, a Draw under the DSRA LC and the corresponding deemed conversion into an L/C Loan pursuant to Section 2.10(c).

“Drawdown Date” means, in relation to any Advance, any Banking Day on which the Drawdown of such Advance is made by a Borrower pursuant to, in the case of the L/C Facility, an L/C Draw Request.

“DSCR Calculation Certificate” has the meaning specified in Section 7.1(d)(iv).

“DSCR Calculation Date” means any Quarterly Payment Date.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Investment Account” has the meaning specified in Section 8.16(a).

“Environmental Claims” any and all Claims, whether actual or contingent, relating in any way to any Environmental Law, any Release of, or exposure to, Hazardous Substances or any Environmental Permit issued under any such Environmental Law (including any liability for damages, fines, penalties or indemnities), including (a) any Claim by any Governmental Authority for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any Environmental Laws against a Borrower, any real property owned or leased by any Obligor or managed by or under control of a Borrower or any Project Subsidiary, any Project, other Assets of a Borrower or a Project Subsidiary or any other property that a Borrower or Project Subsidiary had charge, management or control over; and (b) any Claim made or, to the best of the knowledge of the relevant Borrower after reasonable inquiry, threatened, by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief against a Borrower, a Project Subsidiary, a Project, the Properties or any other Assets of a Borrower or a Project

Subsidiary resulting from or relating to any Environmental Laws, the Release or presence of any Hazardous Substance, or alleged injury or threat of injury to health, safety or the environment.

“Environmental Laws” means all Applicable Laws (including the Equator Principles) relating to the environment, occupational health and safety or Hazardous Substances, including Applicable Laws relating to (a) on-site or off-site contamination; (b) occupational health and safety; (c) Releases of Hazardous Substances into the environment; (d) the manufacturing, processing, distribution, use, treatment, storage, transport, disposal or handling of, or containment, investigation, clean-up or other remediation of or corrective action for Hazardous Substances, in or into the environment; and (e) the reporting, licensing, permitting, investigating, remediating and cleaning up in connection with any actual, threatened or alleged presence or Release of Hazardous Substances.

“Environmental Permits” means all Authorizations issued to an Obligor or to a Project pursuant to Environmental Laws and required for the siting, construction, operation, maintenance, use, occupancy and upkeep of such Project or the use or ownership of any real property or other Assets of such Obligor, including each Environmental Permit obtained and listed in Schedule 6.1(q)(i) hereto.

“Equator Principles” means the “Equator Principles” initially adopted on June 4, 2013 by certain financial institutions in conjunction with the International Finance Corporation, as the same may be amended or modified from time to time.

“Equity Partner Direct Agreements” means the Direct Agreements between the Collateral Agent, the applicable Obligor and an Equity Partner.

“Equity Partner Project Subsidiaries” means, collectively, the First Nation Project Subsidiaries and the Community Project Subsidiaries, the Municipal Project Subsidiaries and the Public Sector Project Subsidiaries.

“Equity Partners” means, collectively, the Community Holdcos, the First Nation Holdcos, the Municipal Holdcos and the Public Sector Holdcos, and **“Equity Partner”** means either of them.

“Equity Securities” means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting and non-voting) of, such Person’s capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing.

“ETA” means the *Excise Tax Act* (Canada) and all successor legislation thereto.

“Event of Default” has the meaning set forth in Section 10.1.

“excess amount” has the meaning set forth in Section 11.4(b).

“Excess Cash Flow Prepayment” has the meaning set forth in Section 2.5(c)(vi).

“Excluded Assets” means all Contract Energy as it is delivered in accordance with the terms of the PPAs.

“Excluded Taxes” means in relation to the Administrative Agent, the Collateral Agent or any Lender (each, a **“recipient”**): (a) Taxes imposed on its net capital or income by a Governmental Authority as a result of a recipient (i) carrying on a trade or business or having a permanent establishment in any jurisdiction or political subdivision thereof, (ii) being organized under the laws of such jurisdiction or political subdivision thereof, or (iii) being or being deemed to be resident in such jurisdiction or political subdivision thereof, including, for the avoidance of doubt, any franchise, income, branch profits or other such Taxes imposed upon any recipient, (b) Taxes imposed by a Governmental Authority on a payment by or on account of any obligation of a Borrower hereunder to (i) a recipient with which a Borrower does not deal at arm’s length, within the meaning of the Tax Act, at the time of making such payment, or (ii) in respect of a debt or other obligation to pay an amount to a person with whom a Borrower is not dealing at arm’s length, within the meaning of the Tax Act, at the time of such payment, or (c) any Taxes under the Tax Act payable by virtue of all or a portion of a payment made by a Borrower to a recipient pursuant to the terms of this Agreement or a Financing Document being deemed to be a dividend paid to such recipient pursuant to subsection 214(16) of the Tax Act as such provision reads as of the date of this Agreement or any amended or successor provision substantially similar thereto.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“Facilities” means, collectively, the Term Facility and the L/C Facility, and **“Facility”** means any one of them.

“FCPA” means the U.S. Foreign Corruption Practices Act.

“Fee Letters” mean each fee letter entered into by an Obligor with or in favour of a Secured Creditor, including without limitation: (a) Agency Fee Letter, (b) the Upfront Fee Letters and (c) the fee letters between the Borrowers and/or the Project Subsidiaries, as applicable, and each Account Bank (the **“Account Bank Fee Letters”**).

“Financial Model” means, at any time and with respect to the Portfolio, a spreadsheet-based comprehensive cash flow base case model prepared by or on behalf of the Borrowers to carry out the financial assessment of the Portfolio for the entire term of the Portfolio and delivered to the Administrative Agent, the Technical Agent, the Lenders and the Independent Engineer in accordance with Section 5.1(x); as of the Second Restatement Date, the current Financial Model is dated as of June 29, 2023.

“Financing Documents” means, collectively, the Initial Financing Documents, all agreements for the Required Hedging Program, the Security Documents, the Equity Contribution Agreement and all other documents to be executed and delivered to any or all of the Administrative Agent, the Lenders or the Collateral Agent by an Obligor or Sponsor in connection with the Facilities, including cash consolidation, cash management and electronic funds transfer arrangements, and **“Financing Document”** means any one of them.

“First Nation Community” in respect of a First Nation Project, has the meaning specified in the PPA applicable to such First Nation Project.

“First Nation GP Holdco Pledge Agreements” has the meaning specified in Section 9.1(j).

“First Nation GP Holdco” means each of the Persons specified in Appendix A as a First Nation GP Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“First Nation Holdco” means each of the Persons specified in Appendix A as a First Nation Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“First Nation Holdco Pledge Agreements” has the meaning specified in Section 9.1(k).

“First Nation Loan Documents” means each Project Subsidiary Loan Agreement to be entered into by the First Nation Project Subsidiary and a Borrower and a general security agreement entered into by each First Nation Project Subsidiary.

“First Nation MSA Agreements” means each agreement between a First Nation Project Subsidiary and the MSA Contractor relating to the management, operation, maintenance, use, occupancy and upkeep of the First Nation Projects and any replacement agreements as contemplated by Section 10.1(n).

“First Nation Partnership Agreement” means a limited partnership agreement which governs a First Nation Project Subsidiary and its business and affairs.

“First Nation Project Subsidiary” means each of the Persons specified in Appendix A as a First Nation Project Subsidiary and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“First Nation Projects” means the Projects owned from time to time by a First Nation Project Subsidiary.

“First Nation Shareholder Agreement” means a shareholder agreement which governs a First Nation Project Subsidiary and its business and affairs.

“First Nations” means each of the First Nation Communities specified in Appendix A and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“First Restatement” means the amended and restated credit agreement dated as of the First Restatement Date between, among others, the Borrowers and the lenders party thereto.

“First Restatement Date” means May 31, 2018.

“Fiscal Quarter” means each fiscal quarter of the Borrowers ending in March, June, September and December of each calendar year.

“Fiscal Year” means, in respect of the Borrowers, its fiscal year commencing on January 1 of each calendar year and ending on December 31 of such calendar year.

“FIT Contract CCSA Amendment” means a FIT Contract Amending Agreement re: Contract Capacity Set-Aside Project entered into by a Community Project Subsidiary and the IESO in substantially the form prescribed by the IESO.

“Fund 1 Borrower” means GSC Solar Fund I LP.

“Fund 1 Borrower GP” means GSC Solar Fund I GP Inc.

“Fund 1 Borrower Partnership Agreement” means the amended and restated limited partnership agreement dated as of the First Restatement Date made between the Fund 1 Borrower GP and Sponsor regarding the Fund 1 Borrower and governing the business and affairs of the Fund 1 Borrower.

“Fund 2 Borrower” means GSC Solar Fund II LP and its permitted successors and assigns.

“Fund 2 Borrower GP” means GSC Solar Fund II GP Inc., and its permitted successors and assigns.

“Fund 2 Borrower Partnership Agreement” means the amended and restated limited partnership agreement dated as of the date hereof made between the Fund 2 Borrower GP and Sponsor regarding the Fund 2 Borrower and governing the business and affairs of the Fund 2 Borrower.

“Force Majeure” has the meaning given to such term in the applicable PPA.

“GAAP” means the generally accepted accounting principles in effect in Canada and acknowledged by the Canadian Institute of Chartered Accountants and published in the Canadian Institute of Chartered Accountants’ Handbook until such time as a Borrower adopts the International Financial Reporting Standards (“**IFRS**”) and thereafter, the IFRS and its interpretations adopted by the International Accounting Standards Board.

“Governmental Authority” means the government, parliament or legislature of Canada or any other nation, or of any political subdivision thereof, whether provincial, state, municipal or local, and any agency, authority, instrumentality, ministry, department, tribunal, regulatory body, commission, board, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

“Guarantee” of or by any Person (in this definition, the “**guarantor**”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt of any other Person (in this definition, the “**primary credit party**”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect: (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other financial obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise); (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other financial obligation of the payment thereof; (c) to maintain working capital, equity capital solvency, or any other balance sheet, income statement or other financial statement condition or liquidity of the primary credit party so as to enable the primary credit party to pay such Debt or other financial obligation; (d) as an account party in respect of any letter of credit or letter of guarantee issued to support such Debt or other financial obligation; or (e) to purchase, sell or lease (as lessor or lessee) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Debt or to assure the holder of such Debt or other financial obligation against loss, provided the Guarantee

shall not include endorsements of instruments for deposit or collection in the ordinary course of business.

“Hazardous Substance” means any substance, material or waste regulated, listed or prohibited by Environmental Laws including: (a) those things included in the definition of “contaminants”, “pollutants”, “hazardous wastes”, “deleterious substances”, “dangerous goods”, “hazardous substances”, “toxic substances” or “waste” under Environmental Laws; or (b) any substance, material or waste that is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) flammable explosives or (v) radioactive materials.

“Hedge Arrangement” means, for any Person, any arrangement or transaction between that Person and any other Person which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, interest rate option, forward foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of such transactions or arrangements) designed to protect or mitigate against risks in interest, currency exchange or commodity price fluctuations.

“Hedge Banks” means, as of the Second Restatement Date, each of Deutsche Bank AG, London Branch and The Bank of Nova Scotia, and thereafter, any other Person who becomes a Hedge Bank pursuant to Section 13.11.

“Holdco” means GSC GP Holdco Inc. and its permitted successors and assigns.

“Holdco Pledge Agreement” has the meaning specified in Section 9.1(m).

“HST” means any harmonized sales tax imposed under Part IX of the ETA.

“IESO” means the Independent Electricity System Operator for the Province of Ontario or any successor thereto.

“IESO-Administered Markets” has the meaning ascribed to it by the IESO Market Rules.

“IESO-Controlled Grid” has the meaning given by the IESO Market Rules.

“IESO Direct Agreements” means the agreement between the IESO, the Collateral Agent and the applicable Obligor as contemplated in Article 11 of each PPA.

“IESO Domestic Content Confirmation” means the notice provided by the IESO pursuant to Section 2.11(c) of the applicable PPA notifying the applicable Obligor that the Domestic Content Report for the applicable Project is complete.

“IESO Event of Default” with respect to a Project has the meaning given to such term in the relevant PPA.

“IESO Market Rules” means the rules governing the IESO-Controlled Grid and establishing and governing the IESO-Administered Markets, together with all market manuals, policies, and guidelines issued by the IESO, all as amended or replaced from time to time.

“Indemnifying Party” has the meaning specified in Section 12.4(c).

“**Indemnatee**” has the meaning specified in Section 12.4(a).

“**Independent Director**” means a director that is not and has not been for at least five years, either (i) a shareholder (or other equity owner) of, or an officer, director, partner, manager, member, employee, attorney or counsel of, a Borrower or any of its Affiliates; (ii) a customer or creditor of, or supplier to, a Borrower or any of its Affiliates who derives any of its purchases or revenue from its activities with a Borrower or any Affiliate thereof (other than a *de minimis* amount); (iii) a person who controls or is under common control with any such officer, director, partner, manager, member, employee, supplier, creditor or customer; or (iv) a member of the immediate family of any such officer, director, partner, manager, member, employee, supplier, creditor or customer; provided that the foregoing subclause (i) shall not apply to any Person who serves as an independent director or an independent manager for any Affiliate of a Borrower.

“**Independent Engineer**” means (i) in respect of the Closing Date Projects, Leidos Engineering, LLC and (ii) in respect of all other Projects (including services with respect to the Portfolio where Closing Date Projects are included), Luminate, LLC and/or DNV, in each case including their successors and assigns, or any other Person providing similar services satisfactory to the Majority Lenders and Technical Agent.

“**Independent Engineer Agreements**” means (i) the professional services agreement between the Administrative Agent, the Luminate, LLC and the Fund 2 Borrower, (ii) the use of work products agreement in connection with grasshopper solar portfolio effective February 14, 2017 between the Administrative Agent and Leidos, (iii) the advisory services short form agreement dated as of April 3, 2023 between Deutsche Bank AG, Canada Branch and DNV and (iv) any replacement contract(s) providing for the services of an independent engineer to the Lenders.

“**Initial Financing Documents**” means this Agreement together with any Security Documents (including for certainty the Irrevocable Direction and Acknowledgement), Direct Agreements or documents in respect of the Hedge Arrangements required to have been entered into at the Closing Date.

“**Insurance Advisor**” means (i) in respect of the Closing Date Projects, Moore-McNeil, LLC and (ii) in respect of all other Projects (including services with respect to the Portfolio where Closing Date Projects are included), In Tech Risk Management Inc., in each case including their successors and assigns, or any other Person providing similar services satisfactory to the Majority Lenders and Technical Agent.

“**Insurance Proceeds**” has the meaning specified in Section 7.1(cc).

“**Insurance Threshold**” means \$1,000,000.

“**Interest Period**” means with respect to any Advance under the Term Facility, (i) in relation to the first Interest Period following the Second Restatement Date, that period commencing on the Second Restatement Date and ending on September 30, 2023; and (ii) in relation to any subsequent Interest Period, that period commencing on the last day of the immediately preceding Interest Period and ending on the next Quarterly Payment Date or the Term Facility Maturity Date, if earlier.

“**Inverter**” means on-site inverter houses, including associated inverters, and step-up transformers.

“**Irrevocable Direction and Acknowledgement**” means the irrevocable direction and acknowledgement from the Fund 1 Borrower and GSC Solar Leasing LP to Grasshopper Solar

Corporation and the Administrative Agent dated as of the Closing Date in connection with the Residential Redirected Account and the Residential Trust Accounts.

“Issuing Lender” means, initially, The Bank of Nova Scotia and its respective successors and assigns, and thereafter, the Person named in Schedule 1 as Issuing Lender and any other Person who becomes an Issuing Lender pursuant to Section 13.11 and its respective successors and assigns.

“Joint Arrangers” means DBAG and The Bank of Nova Scotia.

“Key-Man Event” means, with respect to an individual Person, such Person resigning or being terminated from the entity specified, or such Person dying or otherwise becoming incapable of performing his or her responsibilities in the capacity of principal, officer, employee or the role otherwise applicable to such Person as of the Second Restatement Date.

“L/C Activity Notice” has the meaning specified in Section 2.10(a).

“L/C Draw” has the meaning specified in Section 2.10(b).

“L/C Draw Amount” has the meaning specified in Section 2.10(b).

“L/C Draw Request” has the meaning specified in Section 2.10(b).

“L/C Exposure” has the meaning specified in Section 2.10(h).

“L/C Facility” means the letter of credit facility in a maximum amount equal to the L/C Facility Limit provided to the Borrowers by the Issuing Lender for the purposes set out in Section 2.3(a).

“L/C Facility Limit” means \$9,359,670.00.

“L/C Facility Maturity Date” means the Term Facility Maturity Date.

“L/C Fee” has the meaning specified in Section 2.10(g).

“L/C Loan” means a Prime Rate Loan relating to a Draw under the L/C Facility.

“LDC” means the owner or operator of a Distribution System who is licensed by the OEB as an “electricity distributor” and whose licensed service area includes the location of the applicable Project, and is the Person identified as the local distribution company in item 19 of the cover page of each of the PPAs, in each case as acceptable to the Lenders.

“LDC Consent” means, in respect of the Connection Agreements for a Project, the consent and acknowledgement for assignment for security purposes delivered by the LDC in favour of the Collateral Agent, and **“LDC Consents”** means all of them.

“LDREC Project” means the Projects involving London District Renewable Energy Co-operative Inc. as an Equity Partner.

“Lease Payment Account” has the meaning specified in Section 8.12(a).

“Leases” means all leases, subleases, agreements to lease, offers to lease, renewals of leases and other rights on interest of, in or to real property related to a Project granted to the applicable Obligor

(including for certainty, any of the aforementioned documents in connection with MicroFIT Projects and the homeowners thereunder as well as Rights of Access and Occupation).

“Lenders” means, collectively, the Persons named in Schedule 1 as Lenders and any other Person who becomes a Lender pursuant to Section 13.11, including the Issuing Lender and the Hedge Banks and their respective successors and assigns, and **“Lender”** means any one of them.

“Lenders’ Counsel” means (a) the firm of Torys LLP, in its capacity as counsel to the Lenders, or such other firm of legal counsel as the Lenders may from time to time designate and (b) the firm of Blake, Cassels & Graydon LLP, in its capacity as counsel to the Administrative Agent and Collateral Agent or such other firm of legal counsel as the Administrative Agent and Collateral Agent may from time to time designate.

“Lien” means any right to any property, or the income or benefits flowing therefrom, which secures an obligation due to a Person or a claim of such Person, whether such interest is based on the common law, statute or contract, and includes any security interest, hypothec, pledge, mortgage, privilege, prior claim, lien, charge, assignment, transfer, cession, encumbrance, Capital Lease, Synthetic Lease, installment sale, conditional sale or trust receipt or a consignment or bailment for security purposes. The term **“Lien”** shall include reservations, exceptions, encroachments, easements, servitudes, rights-of-way, covenants, conditions, restrictions and other title exceptions and encumbrances (including, with respect to Equity Securities agreements having the effect of restricting the ability, in any material respect, of a Person to fulfill its obligations hereunder, voting trust agreements and all similar arrangements) affecting property. Solely for the purposes of determining whether a Lien exists for the purposes of this Agreement, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale agreement, Capital Lease or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes and such retention or vesting shall constitute a Lien.

“Limited Partnership Agreements” means the Borrower Partnership Agreements and the Project Partnership Agreements.

“Loans” means the principal amount outstanding from time to time under the Facilities.

“Losses” has the meaning specified in Section 12.4(a).

“Maintenance Reserve Requirement” means, (1) in respect of the Closing Date Projects, \$1.60/kWp-dc per annum for Projects funded on each Quarterly Payment Date post-Closing in accordance with the recommendations of the Independent Engineer or such other amounts recommended by the Independent Engineer from time to time and (2) in respect of Projects other than Closing Date Projects, \$32/kWac in aggregate, with 75% funded by year 10, and 100% funded by year 12, for Projects funded on each Quarterly Payment Date post-Closing in accordance with the recommendations of the Independent Engineer or such other amounts recommended by the Independent Engineer from time to time.

“Major Maintenance Reserve Account” or the **“MMRA”** has the meaning specified in Section 8.11(a)(i).

“Majority Lenders” means, as at any time of determination:

- (a) if there is a single Lender, that Lender;

- (b) if there are two Lenders, both Lenders; and
- (c) if there are more than two Lenders, “**Majority Lenders**” will be construed for all purposes (including the discretion to waive or amend any conditions precedent under Article 5 of the Credit Agreement) to mean Lenders holding more than 66⅔% of the outstanding Advances (or of the Commitments, if no Advances are then outstanding);

provided that in any case, (i) so long as DBAG together with any of its Affiliates holds any portion of the Advances or Commitments, as applicable, any determination to be made by the “Majority Lenders” must include DBAG or such Affiliate and (ii) so long as The Bank of Nova Scotia together with any of its Affiliates holds any portion of the Advances or Commitments, as applicable, any determination to be made by the “Majority Lenders” must include The Bank of Nova Scotia or such Affiliate

“**Market Disruption Event**” means the occurrence of either of the following events:

- (a) at or about 12:00 noon (New York time) on the Banking Day immediately prior to the first day of an upcoming Interest Period, the CDOR Rate cannot be determined; or
- (b) before the close of business (New York time) on the Banking Day immediately prior to the first day of the upcoming Interest Period, any Lender or Lenders holding in the aggregate at least 33.33% of the Commitments under the Term Facility, have notified the Administrative Agent and the Borrowers that the cost to such Lender or Lenders of making or maintaining an Advance would be in excess of the CDOR Rate for such Advance.

“**Master Reserve Account**” has the meaning specified in Section 8.11.

“**Material Adverse Effect**” means any event or occurrence of whatever nature that could reasonably be expected to result in a material adverse effect on:

- (a) the ability of an Obligor to pay or perform or comply with any of the material obligations under the Financing Documents or the Material Project Agreements when considered relative to the overall performance at a Portfolio level;
- (b) the validity, perfection or priority of the Liens on the collateral in favour of the Collateral Agent for the benefit of the Secured Creditors or the value of the collateral (other than a change in value of the collateral as a result of a change in market conditions and, with respect to priority of the Liens, subject to Permitted Liens that, pursuant to Applicable Law, are entitled to a higher priority than the lien of the Collateral Agent or Lenders);
- (c) the ability of the Collateral Agent, the Administrative Agent, each Account Bank, any Lender or Hedge Bank to enforce their respective rights and remedies under any of the Financing Documents or any related document, instrument or agreement;
- (d) the validity or enforceability of any of the Financing Documents; or
- (e) the business, condition (financial or otherwise), prospects or operations of the Obligors when considered relative to the overall performance at a Portfolio level, provided that such effect shall be determined, measured or assessed without regard to any macroeconomic financial condition generally.

“Material Agreement” means any of the Direct Agreements that have been delivered as required under this Agreement or Material Project Agreements, or any agreement governing the constitution or management of a Borrower, and any other agreement, contract or document which is material to the Project or to the business, operations or financial condition of a Borrower, the breach, non-performance or cancellation of which or the failure of which to renew would have a Material Adverse Effect and which cannot promptly be replaced by all alternative comparable contracts with comparable commercial terms, and **“Material Agreements”** means all of such agreements.

“Material Project Agreement” means any of the MSA Agreements, the PPAs, the Connection Agreements, the Leases, the First Nation Loan Documents, the First Nation Partnership Agreements, the Community Loan Documents, the Community Partnership Agreements, the Municipal Loan Documents, the Municipal Partnership Agreements, the Public Sector Loan Documents, the Public Sector Partnership Agreements, the Assignment Agreements, the Additional Material Project Agreements and any agreement that relates to the acquisition of one or more Projects or Project Subsidiaries by a Borrower or an Obligor, in each case to which the Borrower, a Project Subsidiary or another Obligor is party, and **“Material Project Agreements”** means all of such agreements. An agreement shall cease to be a Material Project Agreement when the counterparty thereto has performed or discharged all or substantially all of its obligations thereunder including, for greater certainty, any ongoing indemnity obligations.

“Maturity Date” means the Term Facility Maturity Date in the case of the Term Facility and the L/C Facility Maturity Date in the case of the L/C Facility.

“MicroFIT Event Payment Account” has the meaning specified in Section 8.11(a)(iii).

“MicroFIT Overconcentration Event” means that the aggregate amount of Advances made with respect to MicroFIT Projects equals or exceeds: (i) 35% of the total Commitment, and/or (ii) 50% of the aggregate amount of all Advances made under the Facilities.

“MicroFIT Portfolio” means, as of any date, the aggregate of all MicroFIT Projects that have been funded under a Facility, excluding Released Projects.

“MicroFIT Project” means a Project that meets the eligibility requirements prescribed by the IESO with respect to the MicroFIT Program.

“Minimum Required Domestic Content Level” has the meaning given in the PPAs.

“Moody’s” means Moody’s Investors Service, Inc. or any successor thereto.

“MSA Agreement” means any management services agreements between an Obligor and MSA Contractor, as applicable.

“MSA Contractor” means Grasshopper Solar Corporation, and its permitted successors and assigns.

“MSA Direct Agreements” means the Direct Agreements between the Collateral Agent, the applicable Obligor and the MSA Contractor.

“Municipal GP Holdco” means each of the Persons specified in Appendix A as a Municipal GP Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Municipal GP Holdco Pledge Agreements” has the meaning specified in Section 9.1(n).

“Municipal Holdco” means each of the Persons specified in Appendix A as a Municipal Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Municipal Holdco Pledge Agreements” has the meaning specified in Section 9.1(o).

“Municipal Loan Documents” means the Project Subsidiary Loan Agreement between each Municipal Project Subsidiary and a Borrower, a general security agreement entered into by each Municipal Project Subsidiary, and, if required by the Lenders, a Lender Direct Agreement in respect of the applicable Municipal MSA Agreements.

“Municipal MSA Agreements” means the agreements between the Municipal Project Subsidiaries and the MSA Contractor relating to the management, operation, maintenance, use, occupancy and upkeep of the Municipal Participation Projects and any replacement agreements as contemplated by Section 10.1(n).

“Municipal or Public Sector Entity Participation Level” with respect to any Municipal Participation Project or a Public Sector Entity Participation Project, has the meaning specified in the PPA applicable to such Municipal Participation Project or Public Sector Entity Participation Project, as applicable.

“Municipal Participation Project” has the meaning specified in the PPA applicable to such Municipal Participation Project.

“Municipal Partnership Agreement” means a limited partnership agreement which governs a Municipal Project Subsidiary and its business and affairs.

“Municipal Portfolio” means, as of any date, the aggregate of all Municipal Participation Projects excluding Released Projects.

“Municipal Project Subsidiary” means each of the Persons specified in Appendix A as a Municipal Project Subsidiary and its successors and permitted assigns, in respect of which all of the Project Subsidiary Eligibility Conditions have been satisfied, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Municipal Shareholder Agreement” means a shareholder agreement which governs a Municipal Project Subsidiary and its business and affairs.

“Non-priority Equity Partner Distributions” means the following payments upon becoming due and payable:

- (a) with respect each Community Project Subsidiary, the residual amounts required to be paid by it to the related Community Holdco pursuant to the applicable Community Loan Documents and the Community Partnership Agreements, as applicable, after payment of any applicable Priority Equity Partner Distributions to such Community Holdco;
- (b) with respect to each First Nation Project Subsidiary, the residual amounts required to be paid by it to the related First Nation Holdco pursuant to the applicable First Nations Loan

Documents and First Nation Partnership Agreements or, as applicable, after payment of any applicable Priority Equity Partner Distributions to such First Nation Holdco;

- (c) with respect each Municipal Project Subsidiary, the residual amounts required to be paid by it to the related Municipal Holdco pursuant to the applicable Municipal Loan Documents and the Municipal Partnership Agreements, as applicable, after payment of any applicable Priority Equity Partner Distributions to such Municipal Holdco; and
- (d) with respect each Public Sector Project Subsidiary, the residual amounts required to be paid by it to the related Public Sector Holdco pursuant to the applicable Public Sector Loan Documents and the Public Sector Partnership Agreements, as applicable, after payment of any applicable Priority Equity Partner Distributions to such Public Sector Holdco.

“Notice of Amount” has the meaning specified in Section 4.1(d).

“Obligations” means, with respect to an Obligor, all of that Obligor’s present and future debts, liabilities and obligations of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency and whether as principal debtor, guarantor, surety or otherwise, including any interest that accrues thereon or would accrue thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization whether or not allowed or allowable as a claim in any such case, proceeding or other action) to the Secured Creditors, or any one or more of them, under, in connection with, relating to or with respect to each of the Financing Documents, and any unpaid balance thereunder and includes any Hedge Arrangement.

“Obligors” means the Borrower GPs, the Borrowers, the Project GPs, the Project Subsidiaries and the Project Subsidiary Holdcos, and **“Obligor”** means any one of them.

“OEB” means the Ontario Energy Board or its successor.

“OFAC” means The Office of Foreign Assets Control of the US Department of the Treasury that administers and enforces US economic sanctions programs.

“OFAC Lists” has the meaning specified in Section 6.1(jj)(i).

“Officer’s Certificate” means a certificate signed by a Senior Officer of an Obligor.

“Operating Expenses” means both Borrower Operating Expenses and Project Subsidiary Operating Expenses.

“Original Credit Agreement” has the meaning specified in the recitals.

“Original Project Budget” means the Project Budget reflected in the Financial Model delivered to the Administrative Agent on the Second Restatement Date.

“Pension Plan” means any plan, program, agreement or arrangement for the purpose of any Applicable Law relating to pension or pension benefits or under the Tax Act (whether or not required under Applicable Law) that is maintained or contributed to or to which there is or may be an obligation to contribute by a Borrower in respect of its employees or former employees.

“Permitted Community Disposition” means the sale by the applicable Community Holdco to the applicable Community Project Subsidiary of its 15% interest in the following Community Projects: Fit Contract F-003908-SPV-211-508 (140-150 McLevin Ave.) and F-003904-SPV-211-508 (120 McLevin).

“Permitted Debt” means:

- (a) Debt hereunder or under any other Financing Document;
- (b) Debt existing on the date hereof and set forth in Schedule 6.1(i);
- (c) trade accounts due and payable within 60 days and considered unsecured obligations incurred in the ordinary course of business (but excluding Debt for borrowed money);
- (d) Purchase Money Obligations, to the extent of the maximum amount permitted by sub-paragraph (a) of the definition of “Permitted Lien” below;
- (e) Permitted Intercompany Debt; and
- (f) Debt consented to in writing by the Majority Lenders from time to time.

“Permitted Intercompany Debt” means the Project Subsidiary Loans and Sponsor Subordinated Debt.

“Permitted Investments” means, in relation to the Eligible Investment Accounts:

- (a) marketable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of Canada (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the Government of Canada), in each case maturing within one year from the date of acquisition thereof;
- (b) investments in certificates of deposit, bankers’ acceptances, commercial paper and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any Schedule I Canadian bank having, at such date of acquisition, a credit rating on its long-term unsecured debt of at least “A” by S&P or “A2” by Moody’s;

“Permitted Lien” means, with respect to any Person:

- (a) Liens for Taxes, rates, assessments or other governmental charges or levies the payment of which is not yet due, or for which installments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person and in respect of which reserves have been maintained in accordance with GAAP;
- (b) undetermined or inchoate Liens, rights of distress and charges incidental to current operations which have not at such time been filed or exercised, or which relate to obligations not due or payable or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person and in respect of which reserves have been maintained in accordance with GAAP;

- (c) reservations, limitations, provisos and conditions expressed in any original grant from the Crown or other grant of real or immovable property, or interests therein, which will not individually, in the aggregate or in combination with the Permitted Liens referred to in clauses (d) and (e) of this definition materially affect the use of the affected land for the purpose for which it is used by that Person;
- (d) licences, permits, reservations, covenants, servitudes, easements, rights-of-way and rights in the nature of easements (including, without limiting the generality of the foregoing, licences, easements, rights-of-way and rights in the nature of easements for sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) and zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, regional, state, municipal and other governmental authorities, which will not individually or in combination with the Permitted Liens referred to in clauses (c) and (e) of this definition materially impair the use of the affected land for the purpose for which it is used by that Person;
- (e) title defects, encroachments or irregularities which are of a minor nature and which in the aggregate will not individually or in combination with the Permitted Liens referred to in clauses (c) and (d) of this definition materially impair the use of the affected property for the purpose for which it is used by that Person;
- (f) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired by that Person or by any statutory provision to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
- (g) the Liens resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, unemployment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;
- (h) Liens given to a public utility or any Governmental Authority when required by such utility or Governmental Authority in connection with the operations of that Person in the ordinary course of its business;
- (i) the Liens created by a judgment of a court of competent jurisdiction so long as the judgment is being contested diligently and in good faith by appropriate proceedings by that Person and adequate security satisfactory to the Administrative Agent has been posted in favour of the Collateral Agent for the payment of such judgment and all related costs and for the discharge of such Liens, provided that such Liens or judgment do not result in a Default or Event of Default;
- (j) the Liens created by the Security Documents;
- (k) Purchase Money Security Interests provided that the aggregate Purchase Money Obligations or indebtedness or other obligations secured by all Purchase Money Security Interests shall not exceed \$500,000 at any time;

- (l) subdivision agreements, site plan control agreements, development agreements, facilities sharing agreements, cost sharing agreements and other similar agreements which do not materially impair the use of the real property subject thereto for the purpose for which it is used by that Person;
- (m) the rights of any tenant, occupant or licensee under any lease, occupancy agreement or licence which do not materially impair the use of the real property subject thereto for the purpose for which it is used by that Person;
- (n) the Liens registered against title or leasehold interests in respect of the Properties as of the date hereof and set forth in Schedule 6.1(y);
- (o) Liens or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; provided, however, that such Liens or covenants do not materially and adversely affect the use of the affected property for the purpose for which it is used by that Person;
- (p) statutory Liens incurred or pledges or deposits made in favour of a Governmental Authority to secure the performance of obligations of any Person under Environmental Laws to which any assets of such Person are subject, provided that no Default or Event of Default shall have occurred and be continuing;
- (q) any and all Liens or title defects that do not materially and adversely interfere with the ordinary conduct of business of any affected Person and that may be insured against pursuant to one or more title insurance policies readily available from nationally recognized insurance companies;
- (r) Liens granted to a Borrower by Project Subsidiaries to secure obligations under Project Subsidiary Loans, but only to the extent those Liens and obligations are subject to the subordination provisions specified in Section 9.4; and
- (s) any extension, renewal or replacement of any Permitted Lien referred to in clauses (j), (l), (n) and (o) of this definition.

“Permitted Transfer” means: (a) a Transfer in respect of which the proposed assignee is an Acceptable Counterparty, (b) it is a Transfer to which the Lenders have each given their prior written consent, which consent may be withheld by the Lenders’ in their unfettered discretion, and (c) the Transfer does not breach the PPA. Notwithstanding anything in this definition or elsewhere in this Agreement, under no circumstances may the Obligor Transfer any voting, economic, ownership or other beneficial interest in the Equity Securities of any Project Subsidiary.

“Person” means an individual, body corporate with or without share capital, partnership, limited partnership, joint venture, unincorporated association, syndicate, sole proprietorship, trust, pension fund, union, Governmental Authority and the heirs, beneficiaries, executors, legal personal representatives and administrators of an individual.

“Petty Cash Account” has the meaning specified in Section 8.8.

“Plans and Specifications” means the plans and specifications for the construction and design of the Projects or any other contract or subcontract for the construction of the Projects, all work drawings, engineering and construction schedules, project schedules, project monitoring systems,

specifications status lists, material and procurement ledgers, drawings and drawing lists, manpower allocation documents, management and project procedures documents, and project design criteria, as the same may be amended to the extent permitted by this Agreement.

“Pledge Agreements” means, collectively, the Sponsor Pledge Agreement, the Community Holdco Pledge Agreements, the Community GP Holdco Pledge Agreements, the First Nation Holdco Pledge Agreements, the First Nation GP Holdco Pledge Agreements, the Municipal Holdco Pledge Agreements, the Municipal GP Holdco Pledge Agreements, the Public Sector Holdco Pledge Agreements, the Public Sector GP Holdco Pledge Agreements, the Borrower GSA, the Holdco Pledge Agreement and the general security agreements delivered pursuant to Section 9.1(b) (to the extent the grantors under such general security agreements own Equity Securities from time to time), and **“Pledge Agreement”** means any of them.

“Pledgor” means any Person that has delivered a pledge agreement pursuant to Section 9.1.

“Portfolio” means collectively, all of the Projects excluding any Released Projects.

“PPAs” mean, collectively, the Feed-In Tariff Contracts for each Project and **“PPA”** means any one of them.

“PPSA” means the *Personal Property Security Act* (Ontario).

“Prime Rate” means, on any day, the variable nominal interest rate equal on such day to the percentage rate per annum determined by the Administrative Agent to be the greatest of (i) zero percent (0%), (ii) the rate of interest which The Bank of Nova Scotia establishes at that time as the reference rate of interest for determination of the interest rates it will charge for loans made in Canadian Dollars in Canada and which it refers to as its prime rate (or its equivalent or analogous such rate) or (iii) the sum of (A) the yearly rate of interest to which one-month CDOR is equivalent plus (B) one percent (1.0%) per annum.

“Prime Rate Loan” means a loan made by one or more of the Lenders to a Borrower in Canadian Dollars on which interest is payable at the Prime Rate plus the Applicable Margin.

“Priority Equity Partner Distributions” means the following payments upon becoming due and payable:

- (a) with respect each Community Project Subsidiary, the amounts required to be paid by it to the related Community Holdco pursuant to the applicable Community Loan Documents and the Community Partnership Agreements in priority to any other amounts distributable to the Applicable Borrower or related Project Subsidiary Holdco;
- (b) with respect to each First Nation Project Subsidiary, the amounts required to be paid by it to the related First Nation Holdco pursuant to the applicable First Nations Loan Documents and First Nation Partnership Agreement in priority to any other amounts distributable to the Applicable Borrower or related Project Subsidiary Holdco;
- (c) with respect each Municipal Project Subsidiary, the amounts required to be paid by it to the related Municipal Holdco pursuant to the applicable Municipal Loan Documents and the Municipal Partnership Agreements in priority to any other amounts distributable to the Applicable Borrower or related Project Subsidiary Holdco; and

- (d) with respect each Public Sector Project Subsidiary, the amounts required to be paid by it to the related Public Sector Holdco pursuant to the applicable Public Sector Loan Documents and the Public Sector Partnership Agreements in priority to any other amounts distributable to the Applicable Borrower or related Project Subsidiary Holdco.

“Projects” means the solar rooftop or ground-mounted power facilities acquired or constructed for the purpose of generating and selling power to the IESO pursuant to the PPAs as listed on Schedule 2 (as such schedule may be amended, supplemented, restated or modified from time to time with the prior written consent of the Majority Lenders) and **“Project”** means any of them.

“Project Agreements” means, collectively, all or any of the material agreements relating to the Projects from time to time, including the PPAs, the MSA Agreements, the Direct Agreements, the Connection Agreements, the Independent Engineer Agreements, the Leases, and any other concession agreement, lease agreement, design or construction agreement, engineering agreement, procurement agreement, maintenance agreement, management agreement, operating agreement, or other agreement directly related to the design, construction, ownership, operation, connection, occupancy, use, maintenance and upkeep of the Project that is material to the Project and, in each case, any amendment, restatement or supplement thereto, and **“Project Agreement”** means any one of them.

“Project Approvals” means, collectively, all approvals, certificates of approval, authorizations, certificates of authorization, consents, permits, licences and registrations to be obtained from or issued by any Governmental Authority with respect to, or which are necessary for, the design, construction, ownership, operation, connection, occupancy, use, maintenance, and upkeep of the Projects and the sale of electricity under the PPAs, and **“Project Approval”** means any one of them.

“Project Budget” means, with respect to the Portfolio, each Project Subsidiary and each Project, a one-year quarterly operating budget for each such Project on an individual and aggregate basis, in each case substantially in the form delivered to the Administrative Agent at or prior to the Second Restatement Date, as updated and replaced from time to time subject to, and in accordance with, the terms and conditions of this Agreement.

“Project GP” means the general partner of each Project Subsidiary that is a limited partnership and **“Project GPs”** means all of them.

“Project Holdco LPs” means each limited partner of a Project Subsidiary.

“Project Partnership Agreements” means the First Nation Partnership Agreements, and the Community Partnership Agreements, the Municipal Partnership Agreements and the Public Sector Partnership Agreements.

“Project Revenues” has the meaning set forth in Section 8.6(b)(ii).

“Project Shareholder Agreements” means the First Nation Shareholder Agreements, and the Community Shareholder Agreements, the Municipal Shareholder Agreements and the Public Sector Shareholder Agreements.

“Project Subsidiaries” means the subsidiaries of the Borrowers that own Projects, and **“Project Subsidiary”** means any one of them.

“Project Subsidiary Advance” means an advance made by a Borrower to a Project Subsidiary under a Project Subsidiary Loan Agreement.

“Project Subsidiary Holdco” means each of the Persons specified in Appendix A as a Project Subsidiary Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Project Subsidiary Loan” means, in relation to a Project Subsidiary Loan Agreement, the aggregate amount of Project Subsidiary Advances outstanding from time to time thereunder.

“Project Subsidiary Loan Agreements” means the loan agreements, substantially in the form attached hereto as Schedule 3 or other form as used by the Borrowers and approved by the Administrative Agent (at the direction of the Majority Lenders), entered into between a Borrower and one or more Project Subsidiaries pursuant to which advances drawn by the Borrowers under the facilities provided in the Original Credit Agreement were-lended to the Project Subsidiaries for purposes of funding the original construction costs related to Projects.

“Project Subsidiary MAE” means, with respect to a Project Subsidiary, any event or occurrence of whatever nature that could reasonably be expected to result in a material adverse effect on:

- (a) the ability of that Project Subsidiary to pay or perform or comply with any of the material obligations under the Financing Documents or the Material Project Agreements to which it is a party; or
- (b) the business, condition (financial or otherwise), prospects or operations of that Project Subsidiary, provided that such effect shall be determined, measured or assessed without regard to any macroeconomic financial condition generally.

“Project Subsidiary Operating Expenses” means, in relation to a Project Subsidiary and for any period, the costs incurred by such Project Subsidiaries in operating and maintaining the each of its Projects during such period, provided, however, that Project Subsidiary Operating Expenses shall not include:

- (a) Borrower Operating Expenses;
- (b) ordinary course debt service payments in connection with Permitted Intercompany Debt;
- (c) major maintenance expenses paid for with amounts drawn from such Project Subsidiary’s Major Maintenance Reserve Account;
- (d) any allowance for amortization, depreciation or obsolescence of the Assets owned or used by such Project Subsidiary in connection with any of its Projects;
- (e) any extraordinary items arising from the early extinguishment of Debt;
- (f) any losses from the sale, abandonment, reclassification, re-evaluation or other disposition of any Assets of such Project Subsidiary provided that the net proceeds therefrom are applied in accordance with the provisions of this Agreement;
- (g) *Intentionally Deleted;*

- (h) Capital Expenditures;
- (i) the amount of any fees or expenses payable to a Borrower in connection with any Permitted Intercompany Debt which are not included in subparagraph (b) above; and
- (j) unused reserves in respect of items referred to in clauses (a) to (i) of this definition.

“Project Subsidiary Revenue Account” has the meaning specified in Section 8.4.

“Properties” means, with respect to a Project, the applicable real properties municipally and legally described in Schedule 6.1(s) and **“Property”** means any one of them.

“Property Owners” has the meaning specified in the applicable PPA.

“Prudent Utility Practices” means the practices, methods, and acts that are consistent with “Good Engineering and Operating Practices” and/or any similar terms as defined and/or set out in each of the PPAs.

“Public Sector Entity Participation Project” has the meaning specified in the PPA applicable to such Public Sector Entity Participation Project.

“Public Sector GP Holdco” means each of the Persons specified in Appendix A as a Public Sector GP Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Public Sector GP Holdco Pledge Agreements” has the meaning specified in Section 9.1(r).

“Public Sector Holdco” means each of the Persons specified in Appendix A as a Public Sector Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Public Sector Holdco Pledge Agreements” has the meaning specified in Section 9.1(q).

“Public Sector Loan Documents” means the Project Subsidiary Loan Agreement between each Public Sector Project Subsidiary and a Borrower, a general security agreement entered into by each Public Sector Project Subsidiary, and, if required by the Lenders, a Lender Direct Agreement in respect of the applicable Public Sector MSA Agreements.

“Public Sector MSA Agreements” means the agreements between the Public Sector Project Subsidiaries and the MSA Contractor relating to the management, operation, maintenance, use, occupancy and upkeep of the Public Sector Entity Participation Projects and any replacement agreements as contemplated by Section 10.1(n).

“Public Sector Partnership Agreement” means a limited partnership agreement which governs a Public Sector Project Subsidiary and its business and affairs.

“Public Sector Portfolio” means, as of any date, the aggregate of all Public Sector Entity Participation Projects excluding Released Projects.

“Public Sector Project Subsidiary” means each of the Persons specified in Appendix A as a Public Sector Project Subsidiary and its successors and permitted assigns, in respect of which all

of the Project Subsidiary Eligibility Conditions have been satisfied, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Public Sector Shareholder Agreement” means a shareholder agreement which governs a Public Sector Project Subsidiary and its business and affairs.

“Purchase Money Obligations” means all obligations of any Person (a) consisting of the deferred purchase price of any property, conditional sale obligation, obligations under any kind of title retention agreement (but excluding trade accounts payable arising in the ordinary course of business) and other purchase money obligation, in each case where the maturity of such obligations does not exceed the anticipated useful life of the property being acquired and was incurred at the time of the acquisition of such property to finance the purchase price for the acquisition of such property, including any cost of installation and expenditures made for any repairs or alterations or improvements performed thereon or added thereto within a period of six months after the acquisition thereof, and (b) lease and leasing agreements that are capitalized on the balance sheet of the lessee of the leased property; provided, however, that any Lien arising in connection with any Purchase Money Obligations shall be limited to the specified asset being leased, or acquired, including additions and improvements thereto.

“Purchase Money Security Interest” means any Lien on a property or asset created, issued or assumed to secure the Purchase Money Obligation in respect of such property or asset and includes any extension, renewal or refunding thereof so long as the principal amount outstanding on the date of such extension, renewal or refunding is not increased; provided, however, that such encumbrance does not exceed the Purchase Money Obligation and is limited to the property acquired in connection with the assumption, issuance or incurring of such Purchase Money Obligation and is created, issued or assumed concurrently with the acquisition of such property.

“Qualified MSA Contractor” means a Person that has (i) experience directly operating not less than 100 MW of solar photovoltaic power assets in the U.S. or Canada (with at least (a) 10 MW of such assets consisting of residential solar installations and (b) 25 MW of such assets located in Canada); (ii) all applicable licenses and certifications (including Master Electrician, 309A, NABCEP PV installer, Working at Heights, etc.), (iii) knowledge of National Electrical Code, and (iv) certification/training for the use of applicable industry-specific tools/equipment.

“Qualified Transferee” means a Person that (a) is an Acceptable Counterparty; (b) (i) if rated, has a long term credit rating of not less than BBB/Baa2 (S&P/Moody’s); or (ii) if it is not rated, (x) has a minimum Tangible Net Worth of at least \$100,000,000 or (y) is a private equity fund or another investment vehicle and the Majority Lenders are satisfied based on documentary evidence provided to it that such private equity fund has minimum funding commitments (drawn or undrawn) from its investors or minimum assets under management of at least \$500,000,000; and (c) has experience, or, if it is a private equity fund that satisfies the criteria in (b)(ii), has access to experience through a management services agreement (or similar agreement reasonably acceptable to the Majority Lenders), in directly or indirectly owning or operating not less than 100 MW of solar photovoltaic power assets in the U.S. or Canada (with at least 10 MW of such assets consisting of residential solar installations) during the three calendar years prior to the date of the proposed transfer. For purposes of the foregoing clause (c), Grasshopper Solar Corporation will be considered to meet the criteria specified therein so long as its management services agreement in relation to the Obligors is substantially similar to the form thereof entered into at the Closing Date, or otherwise acceptable to the Technical Agent.

“Qualifying Members” means, on a Project specific basis in relation to each of the Community Projects, Co-op Members for such Project that are Property Owners.

“Quarterly Insurance Payment Amount” means all amounts in respect of policies of insurance that are or will become due and payable prior to the next Quarterly Payment Date.

“Quarterly Lease Payment Amount” means all amounts in respect of Leases that are or will become due and payable prior to the next Quarterly Payment Date.

“Quarterly Payment Date” means the last Banking Day of March, June, September and December of each year, and shall be deemed to include the Maturity Date.

“Rateable Portion”, with respect to any Lender, means, at any time, the ratio, expressed as a decimal fraction, of: (a) in relation to the Term Facility, such Lender’s Commitment at such time to the aggregate of the Commitments of all of the Lenders and (b) in relation to the L/C Facility, the Issuing Lender’s Commitment at such time to the aggregate of the Commitments of the Issuing Lender.

“Register” has the meaning specified in Section 13.13(c).

“Related Products” in respect of a Project has the meaning given to such term in the relevant PPA.

“Release” when used as a verb, means release, spill, leak, emit, deposit, discharge, or disposal of a Hazardous Substance into the environment, and the term **“Release”** when used as a noun has a correlative meaning.

“Release Date” has the meaning specified in Section 5.5(c).

“Released Project” means (i) any Designated Project following the Designated Project Disposition by a Borrower in respect thereof has become effective pursuant to Section 5.5 and (ii) any Project that is the subject of an Approved Project Disposition following the date a Borrower receives the related approval notice from the Administrative Agent (as directed by the Lenders) pursuant to Section 5.5.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Required Community Equity Contribution” means the Capital Contributions required to be made pursuant to the applicable Community Loan Documents and the Community Partnership Agreements.

“Required Debt Service Amount” means, at any date of determination, an amount equal to one half of the scheduled Debt Service payments for the next 12-month period beginning on such date of determination.

“Required Equity Contribution” means, with respect to each Eligible Project, an amount equal to (i) the excess of (A) total budgeted Eligible Project Costs for such Eligible Project over (B) the Construction Facility Advance Limit for such Eligible Project; plus (ii) all Eligible Project Costs for such Eligible Project in excess of those contemplated by the applicable budget.

“Required First Nation Equity Contribution” means the Capital Contributions required to be made pursuant to the applicable First Nation Loan Documents and the First Nation Partnership Agreements.

“Required Hedging Program” means an interest rate hedge with an aggregate notional amount of at least 90% and not more than the lesser of 105% of the then outstanding principal amount under the Term Facility, as documented under Secured Hedge Agreements between the Borrowers and each of the Hedge Banks from time to time, as applicable.

“Required Seasonality Reserve Amount” means: (A) the requisite amount prescribed for each Fiscal Quarter under the most recent Financial Model in respect of the Applicable Projects, or (B) such other amounts as determined from time to time by the Technical Agent in consultation with the Independent Engineer.

“Restricted Payment” means, with respect to any Person, any payment by such Person (a) of any dividends or other distribution on any of its Equity Securities, (b) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any of its Equity Securities or any warrants, options or rights to acquire any such shares, or the making by such Person of any other distribution in respect of any of its Equity Securities, (c) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any Debt of such Person ranking in right of payment subordinate to any liability of such Person under the Financing Documents (including any payments in respect of Sponsor Subordinated Debt), (d) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any indebtedness of such Person to a shareholder or partner of such Person or to an Affiliate of a shareholder or partner of such Person, or (e) of any management, consulting or similar fee or any bonus payment or comparable payment, or by way of gift or other gratuity, to any Affiliate of such Person or to any partner, director or officer thereof (except as permitted pursuant to Section 7.2(j)).

“Residential Redirected Account” has the meaning specified in Section 8.5.

“Residential Trust Account” has the meaning specified in Section 8.6.

“Residential Trust Aggregation Account” has the meaning specified in Section 8.7.

“Retail Settlement Code” has the meaning given to such term in the PPAs.

“Revenue Accounts” means the accounts to be established and maintained pursuant to Section 8.4 at the Account Bank into which all Project Revenues received by each Project Subsidiary are to be deposited, which is subject to the Security Interest created pursuant to the Security Documents and **“Revenue Account”** means any one of such accounts.

“Rights of Access and Occupation” means the Leases, easements, rights of way, rights of occupation and interests in land, contracts, and other agreements each substantially in the form delivered to the Administrative Agent on or prior to the date hereof, together with such amendments thereto as the Administrative Agent (at the direction of Lenders) may approve, acting reasonably, entitling a Borrower or the applicable Project Subsidiary for a term ending not sooner than the Term Facility Maturity Date to rights of way, rights in the nature of easements, access, possession and/or occupation of real property to and in respect of the construction, ownership, operation and maintenance of each of the Projects, including production of electricity, all in accordance with the

terms of the PPAs and the Connection Agreements, including the Rights of Access and Occupation listed on Schedule 7.1(nn).

“**S&P**” means Standard and Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor thereto.

“**Sanctions**” has the meaning specified in Section 6.1(jj)(i).

“**Sanctioned Country**” means a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation Afghanistan, Cuba, Iran, North Korea, the Crimea region, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic and Syria

“**Sanctioned Persons**” has the meaning specified in Section 6.1(jj)(ii).

“**Seasonality Reserve Account**” has the meaning given to such term in Section 8.11(a)(ii).

“**Second Restatement Date**” means the date on which the conditions specified in Section 5.3 have been satisfied or waived, as determined in the Lenders’ sole discretion, being June 29, 2023.

“**Section 1.7 PPA Amendment**” has the meaning given to such term in Section 7.1(qq)(ii).

“**Secured Creditors**” means the Administrative Agent, the Collateral Agent, the Lenders, each Account Bank, the Technical Agent and the Hedge Banks (including for certainty, if a Hedge Bank is not a Lender).

“**Secured Hedge Agreement**” means any Hedge Arrangement entered into between a Hedge Bank and the Borrowers pursuant to or in connection with the Required Hedging Program.

“**Security**” means the Liens created by the Security Documents.

“**Security Documents**” means the agreements described in Section 9.1 and any other security granted to the Collateral Agent for the benefit of the Secured Creditors as security for the obligations of the Borrowers, the Borrower GPs, the Project Subsidiaries, the Project GPs, the Project Holdco LPs, the Project Subsidiary Holdcos or Sponsor under this Agreement and the other Financing Documents, including the Security Documents.

“**Security Interest**” has the meaning given to the term “security interest” in the PPSA.

“**Senior Officer**” means, in respect of any Person, the individual holding from time to time the position of: the president, a vice-president, a director, the chief executive officer or the chief financial officer of that Person or an individual holding positions comparable to any such position.

“**SPE Covenants**” means the following covenants:

- (a) each of the Project Subsidiaries and Project Holdco LPs will conduct its business solely in its own name and in a manner separate from any other Person so as not to mislead others with whom it is dealing;
- (b) each of the Project Subsidiaries and Project Holdco LPs will maintain its own books of account and business records separate from those of any other Person, including separate financial statements;

- (c) each of the Project Subsidiaries and Project Holdco LPs will maintain its own bank accounts, separate from any other Person;
- (d) any allocations of direct, indirect or overhead expenses for items shared between any Project Subsidiary or Project Holdco LP (together with its Project GP on its behalf, if applicable) and Sponsor will be made to the extent practical on the basis of actual use or value of services rendered and otherwise on a basis reasonably related to actual use or the value of services rendered;
- (e) each of the Project Subsidiaries and Project Holdco LPs (together with its Project GP on its behalf, if applicable) and Sponsor will pay its own operating expenses and liabilities from its own funds;
- (f) Sponsor will not encourage their respective creditors to look for payment from any of the Project Subsidiaries, Project Holdco LPs or Project GPs;
- (g) each Project Subsidiary will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or otherwise identify its individual assets from or against those of Sponsor or any other Person;
- (h) none of the Project Subsidiaries nor Project Holdco LPs will commingle or pool its assets, funds, liabilities or business functions with those of Sponsor or any other Person, other than the Borrowers;
- (i) none of the Project Subsidiaries nor Project Holdco LPs will hold itself out to be responsible for the obligations of Sponsor, and each of the Project Subsidiaries, the Project Holdco LPs, the Project GPs, and Sponsor will correct any misunderstanding about these matters known to it;
- (j) none of the Project Subsidiaries, the Project Holdco LPs, the Project GPs nor Sponsor will remove or conceal from its creditors or any other interested party any of its assets nor participate in removing or concealing the assets of others; and
- (k) each of the Project Subsidiaries, the Project Holdco LPs, the Project GPs, and Sponsor will observe all partnership and corporate procedures and formalities, including without limitation, the holding of meetings, the recording and maintenance of minutes of such meetings and the recording of and maintenance of resolutions adopted at such meetings.

“Sponsor” means GSC Solar Fund I Inc. and its successors and permitted assigns.

“Sponsor Pledge Agreement” has the meaning specified in Section 9.1(l).

“Sponsor Subordinated Debt” means Debt owing by an Obligor to Sponsor which is in each case subject to a Subordination Agreement.

“Springing Account” means a Collateral Account subject to an Accounts Agreement (With Trigger).

“STA” means the *Securities Transfer Act, 2006* (Ontario) and any successor legislation.

“Subordination Agreement” means a postponement and subordination agreement among the Collateral Agent, a Borrower and another Person providing for (a) the postponement and subordination in favour of the Collateral Agent for the benefit of the Secured Creditors of all amounts owing to such Person by the Borrower on terms satisfactory to the Secured Creditors, and (b) the subordination in favour of the Security Interest of any Lien granted to such Person.

“Subsidiary” means, at any time, as to any Person, any corporation, company or other Person (other than a natural person), (a) if at such time the first mentioned Person owns, directly or indirectly, Equity Securities in such corporation, company or other Person having ordinary voting power to elect a majority of the board of directors or Persons performing similar functions for such corporation, company or other Person or (b) such corporation, company or other Person is Controlled by the first mentioned Person.

“Substitute Lenders” has the meaning specified in Section 11.17.

“Successor Administrative Agent” has the meaning specified in Section 11.11.

“Successor Collateral Agent” has the meaning specified in Section 11.12.

“Successor Technical Agent” has the meaning specified in Section 11.13.

“Supplier Event of Default” with respect to a Project has the meaning given to such term in the relevant PPA.

“Supply Requirements” means (1) Any supplier of solar modules, Inverters or trackers for the Project is an Approved Supplier or (2) if a supplier of solar modules, Inverters or trackers for the Project is a Controlled Supplier, the use of such solar modules, Inverters or trackers does not exceed the applicable Controlled Supplier Cap.

“Synthetic Lease” means (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“Tangible Net Worth” means, in respect of a particular Person at any date of determination, the shareholders' equity of that Person on a consolidated basis less amounts shown on that Person's consolidated balance sheet in respect of goodwill and other intangible assets.

“Target Qualifying Membership” means, in relation to each of the Community Projects, the lesser of (i) 150 Qualifying Members or (ii) the number of 95% of the number of Qualifying Members existing on the date such Community Project became a Portfolio Project provided such number shall not be less than the minimum number of Qualifying Members required by the PPA plus an additional 10 Qualifying Members (but only an additional five Qualifying Members in the case of the LDREC Project).

“Tax Act” means the *Income Tax Act* (Canada) and any successor legislation.

“Taxes” includes all present and future income, corporation, capital gains, capital, value-added, harmonized sales taxes, goods and services taxes, stamp taxes, social security premiums and other taxes and levies, imposts, deductions, duties, charges and withholdings whatsoever imposed by any

Governmental Authority, together with interest thereon and penalties with respect thereto, if any, and charges, fees and other amounts made on or in respect thereof.

“Technical Agent” means Deutsche Bank Securities Inc., in its capacity as technical agent.

“Term Facility” means the non-revolving credit facility provided by the Lenders to the Borrowers, in a maximum principal amount not to exceed at any time \$154,675,463.48.

“Term Facility Maturity Date” means the second anniversary of the Second Restatement Date.

“Term Loan” means the Advance made and outstanding under the Term Facility.

“Term Loan Period” means, in relation to the Term Loan, the period beginning on the Second Restatement Date and ending on the Term Facility Maturity Date.

“Terrorism Order” has the meaning specified in Section 6.1(jj)(v).

“Transfer” and its derivative forms means, in respect of any Person, any transaction whereby an ownership interest in such Person, whether legal or beneficial, is created, issued, sold, granted, set over, conveyed, leased, assigned, exchanged, transferred, disposed of, given, devised, bequeathed or otherwise similarly dealt with, voluntarily or involuntarily, directly or indirectly, in a single transaction or a series of transactions, by operation of law or otherwise, including vesting by way of merger, consolidation or amalgamation or foreclosure or taking in satisfaction of any debt, or any transfer or assignment of any right, title or interest in such property by operation of Bankruptcy Law or creditor remedies including vesting by way of any judicial order, judgment or decree made pursuant to Bankruptcy Law.

“Transferee” has the meaning specified in Section 13.13(a).

“Triggering Key-Man Event” means in relation to Grasshopper Solar Corporation, Sponsor or Holdco, a Key-man Event occurs with respect to (A) Azeem Qureshi plus (B) any one of the following individuals: Himanshu Sarin or Jonathan Persaud where any such person or persons have not been replaced by a qualified individual capable of being an adequate replacement for Grasshopper Solar Corporation, the Sponsor or Holdco, as applicable, approved in writing by the Majority Lender, acting reasonably. In the event of such substitution then this definition shall be read from thence forward with the name of such replacement individual in the place and stead of the person so replaced.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Upfront Fee Letters” means (i) the letter agreement dated as of the Second Restatement Date between Grasshopper Solar Corporation and Deutsche Bank AG, Canada Branch in respect of the upfront fee set out therein and (ii) the letter agreement dated as of the Second Restatement Date

between Grasshopper Solar Corporation and The Bank of Nova Scotia in respect of the upfront fee set out therein.

“**Waterfall Date**” means a Quarterly Payment Date.

“**Write-Down and Conversion Powers**” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 **Headings**

The division of this Agreement into Articles and Sections and the insertion of an index and headings are for convenience of reference only and shall not affect the construction or interpretation hereof. The terms “this Agreement”, “this Credit Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section, paragraph or other portion hereof and include any agreement supplemental hereto. Save as expressly provided herein, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 **Extended Meanings**

Words importing the singular number only shall include the plural and vice versa, and words importing any gender shall include all genders. The term “including” or any variation thereof means “including without limitation”.

1.4 **References to Lender**

Any reference in this Agreement to a Lender shall be construed so as to include its successors, permitted transferees or permitted assigns hereunder.

1.5 **Accounting Terms and Practices**

Unless otherwise provided herein, all accounting terms referred to herein shall be construed in accordance with GAAP and all financial data submitted pursuant to this Agreement shall be prepared in accordance with GAAP, consistently applied.

1.6 **Non-Banking Days**

Whenever any payment to be made hereunder is stated to be due or any action to be taken hereunder is stated to be required to be taken on a day other than a Banking Day, such payment shall be made or such action shall be taken on the next succeeding Banking Day and, in the case of the payment of any monetary amount, the extension of time shall be included for the purposes of computation of interest, but not included for the purposes of computation of any fees. Principal repayments shall be made on the immediately preceding Banking Day in the same month.

1.7 References to Time of Day

Except as otherwise specified herein, a time of day shall be construed as a reference to Toronto, Canada time.

1.8 Severability

In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

1.9 Currency

All monetary amounts in this Agreement refer to Canadian dollars unless otherwise specified.

1.10 References to Statutes

Except as otherwise provided herein, any reference in this Agreement to a statute shall be construed to be a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted.

1.11 References to Agreements

Except as otherwise provided herein, any reference herein to this Agreement or any other agreement or document shall be construed to be a reference to this Agreement or such other agreement or document, as the case may be, as the same may have been, or may from time to time be, amended, restated, varied, novated or supplemented.

1.12 References to Obligors

Any reference herein to the knowledge of the Obligors shall be deemed to extend to and include the knowledge of Sponsor. Any reference to a determination by a Borrower shall be deemed to extend to and include a determination by Sponsor.

1.13 Joint and Several Obligations

All obligations hereunder which are stated to be obligations of the Borrowers or any one of them or of any Applicable Borrower to the Lenders shall, to the extent permitted by Applicable Law, be joint and several obligations of the Borrowers. The obligation of either particular Borrower (hereinafter, individually in this sentence, the “first specified Borrower”) with respect to its joint and several liability for the credit extended to the other Borrower shall not be wholly or partially satisfied by such first specified Borrower repaying the credit extended to such first specified Borrower hereunder. With respect to the joint and several obligations of the Borrowers, the Lenders shall not be bound to exhaust their recourse against any particular Borrower or other Obligors or any security or guarantees it may at any time hold before being entitled to payment from either Borrower and each Borrower renounces all benefits of discussion and division.

1.14 Appendices and Schedules

The following are the Appendices and Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Appendix A	– Third parties
Appendix B	– Post-Closing Covenants
Schedule 1	– Lenders and Their Commitments
Schedule 2	– List of Projects
Schedule 2.5(a)	– Repayment Schedule
Schedule 2.10(a)	– Form of L/C Activity Notice
Schedule 2.10(b)	– Form of L/C Draw Request
Schedule 3	– Form of Project Subsidiary Loan Agreement
Schedule 6	– Form of Disbursement Certificate
Schedule 5.3(b)	– Advance Request
Schedule 5.3(h)	– Insurance Requirements
Schedule 5.3(i)	– Form of Insurance Advisor Certificate
Schedule 5.5(g)	– Project Approvals
Schedule 6	– Form of Disbursement Certificate
Schedule 6.1(b)	– Organizational Structure
Schedule 6.1(i)	– Permitted Debt
Schedule 6.1(k)(i)	– Material Project Agreements
Schedule 6.1(p)	– Authorizations
Schedule 6.1(q)	– Environmental Permits
Schedule 6.1(q)(i)	– Environmental Permits
Schedule 6.1(s)	– Properties

Schedule 6.1(t)	–	Leased Assets
Schedule 6.1(y)	–	Permitted Liens
Schedule 6.1(z)	–	Project Subsidiaries
Schedule 6.1(oo)	–	Force Majeure
Schedule 7.1(nn)	–	Summary of Description of Rights of Access and Occupation
Schedule 8.13(a)(viii)	–	Form of Distribution Certificate
Schedule 13.13	–	Form of Acceptance Agreement

ARTICLE 2

THE FACILITIES

2.1 Credit Facilities

The Lenders agree to make available to both Borrowers, on a joint and several basis, (y) the L/C Facility in an aggregate principal amount not to exceed \$9,359,670.00, and (z) the Term Facility in a maximum principal amount not to exceed \$154,675,463.48), and, in each case, on the terms and subject to the conditions set forth herein.

2.2 Lenders' Obligations

The obligations of the Lenders hereunder are several and not joint. Except as otherwise specifically provided herein, each Lender shall participate in each Advance in accordance with its Rateable Portion. In no event shall a Lender be obligated to make an Advance available under a Facility if, after making such Advance, the outstanding principal amount of that Lender's Advance under such Facility would exceed that Lender's Commitment in respect of such Facility. The failure of any Lender to make available its share of any Advance required to be made by it under this Agreement shall not relieve any other Lender of its obligations to make available its share of any Advances required to be made under this Agreement.

2.3 Purposes

- (a) **Term Facility.** The Term Facility is a non-revolving facility to be made available to the Borrowers on the Second Restatement Date by the Lenders for the purposes of repaying the Term Facility (as defined in the Original Credit Agreement) (which as of the Second Restatement Date, has an outstanding balance of \$170,401,048).
- (b) **L/C Facility.** The L/C Facility is a revolving letter of credit facility being made available to the Borrowers by the Issuing Lender solely for the purpose of securing the obligation of the Borrowers to maintain the Required Debt Service Amount pursuant to Section 8.10.

2.4 Term and Availability of Advances

- (a) **Term Facility.** The Term Facility shall be available until the Term Facility Maturity Date. Any repayment or prepayment in respect of the Term Facility shall permanently reduce the Term Facility and may not be reborrowed.
- (b) **L/C Facility.** By delivery of an L/C Activity Notice, either Borrower shall be entitled to instruct the Collateral Agent to request that the Issuing Lender issue (or, if the DSRA LC has previously been issued, re-issue, amend or renew) the DSRA LC under the L/C Facility on the terms and conditions specified in Section 2.10. The anticipated amount of the initial L/C Activity Notice is \$9,359,670.00 reflecting the existing outstanding DSRA LC that has been issued. As a revolving letter of credit facility, the Collateral Agent may Draw all or any portion of the Letters of Credit issued under the L/C Facility from time to time during the Term Loan Period up to the L/C Facility Limit (as such amount may vary from time to time to reflect the then applicable Required Debt Service Amount). Such Draws will be immediately converted into L/C Loans pursuant to Section 2.10(c). Any reimbursements by the Borrowers under the L/C Facility will increase the availability thereunder accordingly, up to the L/C Facility Limit.

2.5 Mandatory Repayments

- (a) **Term Facility.** Provided that the Term Facility is not prepaid or earlier accelerated in accordance with Article 10, the Applicable Borrower shall repay the principal amount of the Term Facility in quarterly installments payable on each Quarterly Payment Date in accordance with a repayment schedule attached hereto as Schedule 2.5(a) to this Agreement, and with the balance of the principal amount outstanding under the Term Facility, together with all accrued and unpaid interest and fees thereon, to be paid on the Term Facility Maturity Date.
- (b) **L/C Facility.** The L/C Loans shall be repaid in accordance with Sections 2.10(c), 2.10(f) and 8.15(a)(viii).
- (c) **Mandatory Prepayments.** Repayment of the principal amount of the Facilities shall be made from time to time as follows:
 - (i) In an amount equal to 100% of (A) the net proceeds (being the gross proceeds less the cost of disposition (including reasonable fees and commissions applicable thereto) and Taxes paid or payable in respect of such proceeds) of any sale, transfer or other disposition of Assets of any Obligor with a value exceeding \$20,000 individually or in the aggregate in any such transaction (not including any proceeds from the sale of electricity and Related Products under a PPA), (B) the proceeds from condemnation of any Assets of any Obligor or the Properties and (C) the net Insurance Proceeds to the extent such proceeds are not applied by a Borrower in accordance with Section 7.1(cc)(i). All proceeds required to be applied to prepay the Term Facility shall be paid by the Applicable Borrower within five days following the later of (x) the effective date of such sale, transfer or other disposition; (y) receipt of any cash proceeds of such sale, transfer or other disposition; and (z) receipt of cash proceeds from any note or promise to pay or, in the case of receipt of any other form of consideration, an amount equal to the fair market value of such consideration on the date of receipt of such consideration;

- (ii) In an amount equal to the principal amount of all outstanding Advances together with accrued and unpaid interest thereon and any other amounts payable by the Applicable Borrower pursuant to any of the Financing Documents if the term of any of the PPAs will expire or otherwise terminate in less than three months or such shorter period as the Applicable Borrower requests and the Lenders may agree, in their discretion, acting in good faith and subject to receipt by the Lenders of a satisfactory report of the Independent Engineer;
- (iii) *Intentionally Deleted.*
- (iv) Upon the occurrence of an Adverse MicroFIT Event, the Borrowers shall make, from available amounts in the MicroFIT Event Payment Account, a permanent prepayment of the Term Facility in an amount necessary such that an Adverse MicroFIT Event is no longer in effect;
- (v) If, at any time the aggregate amount of Advances made with respect to MicroFIT Projects equals or exceeds 35% of all Advances made under the Facilities, the Borrowers shall make a permanent prepayment of the Term Facility in an amount such that the aggregate amount of outstanding Advances made in respect of MicroFIT Projects is less than 35% of all Advances made under the Facilities; and
- (vi) Promptly upon each Quarterly Payment Date, the Borrowers shall apply 100% of all cash remaining in the Borrower Revenue Account once payments have been applied for the amounts required under clauses 8.15(a)(i) through 8.15(a)(xiii) in repayment of all outstanding Advances under the Term Facility together with accrued and unpaid interest thereon and any other amounts payable by the Applicable Borrower pursuant to any of the Financing Documents (an “**Excess Cash Flow Prepayment**”). For certainty and notwithstanding anything to the contrary in this Agreement, no amounts may be deposited (or cause to be deposited) into the Distribution Reserve Account and the Borrowers may not make any distributions (including Priority Equity Partner Distributions) until the indefeasible repayment of all outstanding Advances under the Term Facility together with accrued and unpaid interest thereon and any other amounts payable by the Applicable Borrower pursuant to any of the Financing Documents.

All amounts payable pursuant to this Section 2.5 shall be applied *pro rata* to the principal amount of all Advances outstanding under the applicable Facility or to the scheduled repayments, as applicable. All accrued interest, accrued fees, and breakage costs to the date of such prepayment on the amount being prepaid shall be paid on the applicable prepayment date. For greater certainty, no prepayment fee, make-whole payment or penalty or premium shall be payable in respect of any prepayment of Advances outstanding under the Facilities.

- (d) **Partial Termination of Hedge Agreements.** Concurrently with any permanent prepayment made pursuant to Section 2.5(c), the Borrowers shall promptly: (i) terminate a proportional amount of the notional amounts under each Secured Hedge Agreement (ratably among the Hedge Banks) such that the aggregate of the notional amounts under all of the Secured Hedge Agreements is no greater than the lesser of (a) 110% of the then outstanding principal amount under the Term Facility and (b) the total amount of the Commitment then available under the Term Facility, and (ii) pay to the relevant Hedge

Bank any close-out, termination or partial termination amounts owing by the Borrowers in connection with such termination (including any breakage costs).

2.6 **Optional Prepayments**

- (a) Except as set out in Section 2.6(b), the Borrowers shall be entitled to prepay all or any portion of the principal amount of Advances outstanding under the Facilities without penalty or premium (but subject to Section 12.2), together with accrued and unpaid interest thereon and any related breakage costs, only on any Banking Day, by irrevocable notice given to the Administrative Agent not later than 10:00 a.m. (New York time) on the third Banking Day prior to the relevant prepayment date. All such prepayments shall be in a minimum amount of \$500,000 and amounts in excess thereof in integral multiples of \$200,000, in connection with prepayments under the Term Facility and in a minimum amount of \$25,000 and amounts in excess thereof in integral multiples of \$25,000, in connection with prepayments under the L/C Facility. Any amount prepaid in respect of a Facility shall permanently reduce the Commitments under such Facility and may not be reborrowed. All prepayments of the Term Facility pursuant to this Section 2.6 shall be applied pro rata to the principal amount of all Advances outstanding under the applicable Facility or to the scheduled repayments, as applicable.
- (b) If a Borrower prepays any amount owing under the Term Facility in accordance with Section 2.6(a), the Borrower shall, at the time of any such prepayment or cancellation terminate a proportional amount of the Hedge Arrangement under the Secured Hedge Agreement and shall pay such amounts as may be payable thereunder in connection with such termination (including any breakage costs).
- (c) For greater certainty, no prepayment fee, make-whole payment or penalty or premium shall be payable in respect of any prepayment, whether mandatory or optional, of Advances outstanding under the Facilities.

2.7 **Intentionally Deleted**

2.8 **Interest**

- (a) Each Prime Rate Loan shall bear interest, with interest on overdue interest, in Canadian Dollars as well after as before maturity, default and judgment at a variable rate per annum equal at all times to the Prime Rate plus the Applicable Margin, such Prime Rate to be adjusted automatically without notice to the Applicable Borrower whenever there is a variation in the Prime Rate or the Applicable Margin. Such interest shall accrue daily and shall be payable in arrears on each Quarterly Payment Date following the date of the first advance or deemed advance of the Prime Rate Loan for the period from and including such date or the preceding Quarterly Payment Date for such Prime Rate Loan, as the case may be, to and including the day preceding such Quarterly Payment Date and shall be calculated on the principal amount of the Prime Rate Loan outstanding during such period and on the basis of a 365-day year (including in a leap year). Changes in the Prime Rate shall cause an automatic and immediate adjustment of the interest rate payable on Prime Rate Loan without the necessity of any notice to the Applicable Borrower.
- (b) Interest on each CDOR Advance shall be calculated at a rate per annum equal to the sum of the CDOR Rate plus the Applicable Margin, shall accrue daily and shall be calculated on the basis of the actual number of days elapsed (including the first day of each Interest

Period but excluding the last day thereof) and divided by 365. Interest on each CDOR Advance shall be payable in Canadian Dollars in arrears on each Quarterly Payment Date.

- (c) Interest payable on each outstanding CDOR Advance shall be calculated and compounded on the last Banking Day of each Interest Period for such CDOR Advance, unless such Banking Day is also a Quarterly Payment Date for such CDOR Advance.
- (d) No CDOR Advance may have an Interest Period ending after the Maturity Date for the applicable Facility. If any Interest Period would end on a date which is not a Banking Day, such Interest Period shall be extended to the next succeeding Banking Day unless the next succeeding Banking Day falls on the next calendar month, in which case such Interest Period shall be shortened to end on the immediately preceding Banking Day.
- (e) For greater certainty, the Applicable Borrower and the Lenders intend that interest on CDOR Advances be calculated in the same manner as the calculation of the “**Floating Rate**” under the Secured Hedge Agreement with the Hedge Banks.

2.9 **Benchmark Replacement Setting (CDOR)**

Notwithstanding anything to the contrary herein or in any other Financing Document (and any all agreements for the Required Hedging Program shall be deemed not to be a “Financing Document” for purposes of this Section):

- (a) Replacing CDOR. On May 16, 2022, Refinitiv Benchmark Services (UK) Limited (“**RBSL**”), the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, June 28, 2024. On the date that all Available Tenors of CDOR have either permanently or indefinitely ceased to be provided by RBSL (the “**CDOR Cessation Date**”), if the then-current Benchmark is CDOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Financing Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document. If the Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a quarterly basis.
- (b) Replacing Future Benchmarks. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Financing Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Benchmark pursuant to a public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrowers may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrowers’

receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrowers will be deemed to have converted any such request into a request for a borrowing of or conversion to Prime Rate Advances.

- (c) Benchmark Replacement Conforming Changes. In connection with the implementation and administration of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement.
- (d) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrowers and the Lenders (i) of the implementation of any Benchmark Replacement, (ii) of any occurrence of a Term CORRA Transition Event, and (iii) of the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.
- (e) Unavailability of Tenor of Benchmark. At any time (including in connection with the implementation of a Benchmark Replacement), if the then-current Benchmark is a term rate (including Term CORRA or CDOR), then (i) the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for any Benchmark (including Benchmark Replacement) settings, and (ii) the Administrative Agent may reinstate any such previously removed tenor for any Benchmark (including Benchmark Replacement) settings.
- (f) Secondary Term CORRA Conversion. Notwithstanding anything to the contrary herein or in any Financing Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the Benchmark Replacement described in clause (i)(A) of such definition will replace the then-current Benchmark for all purposes hereunder or under any Financing Document in respect of any setting of such Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document; and (ii) each Loan outstanding on the Term CORRA Transition Date bearing interest based on the then-current Benchmark shall convert, at the start of the next interest payment period, into an Advance bearing interest at the Benchmark Replacement described in clause (i)(A) of such definition having a tenor approximately the same length as the interest payment period applicable to such Advance immediately prior to the conversion or such other Available Tenor as may be selected by the Borrower and agreed by the Administrative Agent; provided that, this clause (f) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrowers a Term CORRA Notice.

(g) Definitions. As used in this Section 2.9:

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period, or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

“Benchmark” means, initially, CDOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section titled *“Benchmark Replacement Setting (CDOR)”*, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“Benchmark Replacement” means, for any Available Tenor:

- (i) For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by the Administrative Agent:
 - (A) the sum of: (i) Term CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months’ duration, or
 - (B) the sum of: (i) Daily Compounded CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one-month’s duration, and 0.32138% (32.138 basis points) for an Available Tenor of three-months’ duration; and
- (ii) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate, and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrowers as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for Canadian dollar-denominated syndicated credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (i) or (ii) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Prime Rate,” the definition of “Banking Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a

manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). Without limiting the foregoing, Benchmark Replacement Conforming Changes made in connection with the replacement of CDOR with a Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the Benchmark Replacement, to replace the creation or purchase of drafts or bankers' acceptances.

“Benchmark Transition Event” means, with respect to any then-current Benchmark other than CDOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark, or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

“Daily Compounded CORRA” means, for any day in an interest payment period, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Administrative Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to CDOR.

“Relevant Governmental Body” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

“Term CORRA” means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant

Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Administrative Agent in its reasonable discretion at approximately a time and as of a date prior to the commencement of an Interest Period determined by the Administrative Agent in its reasonable discretion in a manner substantially consistent with market practice.

“Term CORRA Notice” means the notification by the Administrative Agent to the Lenders and the Borrowers of the occurrence of a Term CORRA Transition Event.

“Term CORRA Transition Date” means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Lenders and the Borrowers, for the replacement of the then-current Benchmark with the Benchmark Replacement described in clause 1(A) of such definition, which date shall be at least thirty (30) Business Days from the date of the Term CORRA Notice.

“Term CORRA Transition Event” means the determination by the Administrative Agent that (a) Term CORRA has been recommended for use by the Relevant Governmental Body, and is determinable for any Available Tenor, (b) the administration of Term CORRA is administratively feasible for the Administrative Agent and (c) a Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with Section 2.9(a).

2.10

Letters of Credit

- (a) **Form and Issuance of the DSRA LC.** Following receipt of a notice substantially in the form of Schedule 2.10(a) (an **“L/C Activity Notice”**) specifying details of a Borrower’s request to issue, re-issue, amend or renew the DSRA LC pursuant to Section 2.4(a) and delivered at least five (5) Banking Days prior to the proposed effective date, the Issuing Lender shall issue, re-issue amend or renew one (or more) Letter(s) of Credit as applicable on the following terms. The DSRA LC shall:
- (i) be issued on and dated as of the Second Restatement Date for the account of the Borrowers in favour of the Collateral Agent, as beneficiary;
 - (ii) with respect to its initial issuance, bear a face amount equal to the L/C Facility Limit;
 - (iii) have an expiration date on a Banking Day which occurs not later than one year from the date of issuance of such DSRA LC provided that any such DSRA LC shall provide for automatic renewal thereof for any stated period or periods of up to one year in duration, and provided further, the resulting expiration date shall not be later than the L/C Facility Maturity Date;
 - (iv) be issued solely for the purpose specified in Sections 2.3(a) and (b);
 - (v) be issued in Canadian Dollars; and
 - (vi) be on the standard documentary forms required by the Issuing Lender.
- (b) **Procedure for Draws under the DSRA LC.** Either Borrower may from time to time instruct the Collateral Agent to make demand for a Draw (an **“L/C Draw”**) under the DSRA LC (each such demand, an **“L/C Draw Request”**, and the amount so demanded

being referred to as, the “**L/C Draw Amount**”) during the Term Loan Period by delivery of an L/C Draw Request given to the Administrative Agent not later than 10:00 a.m. (New York time) on the third Banking Day prior to the relevant Drawdown Date and upon satisfaction of the following conditions:

- (i) the related L/C Draw Request specifies (A) the requested funding date of the L/C Draw Amount; (B) the quantum of the requested L/C Draw Amount; and (C) certification that an interest or principal payment required hereunder has not been paid by the Borrowers when due;
 - (ii) the requested funding date specified in the L/C Draw Request is not earlier than two Banking Days after the date the related L/C Draw Request is delivered; and
 - (iii) the Borrowers are limited to one L/C Draw Request on the L/C Facility per Interest Period.
- (c) **L/C Loans.** Upon delivery of any L/C Draw Request, the Borrowers will be deemed to have requested a related L/C Loan on the Drawdown Date specified in such L/C Draw Request having a principal amount equal to the L/C Draw Amount plus all charges, expenses and other obligations of the Issuing Lender in connection with such draw. Upon receipt of any L/C Draw Request, the Administrative Agent shall promptly provide a copy thereof to the Issuing Lender. Upon satisfaction of the conditions specified in Section 2.10(b) with respect to an L/C Draw Request made by the Borrowers under the L/C Facility, the Issuing Lender shall deposit the related L/C Draw Amount into the Debt Service Reserve Account. Upon funding of such L/C Draw Amount, the Borrowers will be deemed to have drawn an L/C Loan having a principal amount equal to the L/C Draw Amount plus all charges, expenses and other obligations of the Issuing Lender in connection with such draw. Partial and multiple Draws under the DSRA LC are permitted and shall be documented by the Issuing Lender accordingly. Each L/C Loan will bear interest as specified in Section 2.8(a). Subject to the mandatory prepayment provisions of Section 2.5(a) and Section 8.15(a)(vii), the Borrowers shall repay in full all outstanding L/C Loans, together with all accrued and unpaid interest, fees and costs, not later than the L/C Facility Maturity Date.
- (d) **Revolving Facility; Reimbursement of Amounts Drawn under the L/C Facility.** The L/C Facility is a revolving credit facility and, subject to the terms and conditions contained herein, the Borrowers may direct the Collateral Agent to Draw on the DSRA LC (which amounts are then immediately converted into L/C Loans pursuant to Section 2.10(c)), reimburse or repay outstanding L/C Loans which amounts may be reborrowed by subsequent Draws of the DSRA LC under the L/C Facility prior to the L/C Facility Maturity Date. The amount available for Draws under the DSRA LC shall be decreased by unreimbursed draws but increased by an amount equal to the L/C Draw Amounts which have been reimbursed by the Borrowers (including L/C Loans which have been repaid by the Borrowers); provided however, that at no time shall the aggregate face amount of the DSRA LC exceed the L/C Facility Limit.
- (e) **Risk of Letters of Credit.** In determining whether to fund an L/C Draw Request, the Issuing Lender shall be responsible only to determine that the conditions specified in Section 2.10(b) have been satisfied. The reimbursement obligation of the Borrowers under the DSRA LC shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including: (i) any

lack of validity or enforceability of the DSRA LC; (ii) the existence of any claim, set-off, defence or other right which the Borrowers may have at any time against a beneficiary, the Issuing Lender or any other Person, whether in connection with the Financing Documents and the transactions contemplated therein or any other transaction (including any underlying transaction between the Borrowers and the beneficiary); (iii) any certificate or other document presented with the DSRA LC proving to be forged, fraudulent or invalid or any statement in it being untrue or inaccurate; and (iv) the existence of any act or omission or any misuse of, the DSRA LC or misapplication of proceeds by the beneficiary, including any fraud in any certificate or other document presented with the DSRA LC.

The Issuing Lender shall not be responsible for: (i) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign the DSRA LC or the rights or benefits under it or proceeds of it, in whole or in part, which may prove to be invalid or ineffective for any reason; (ii) errors, omissions, interruptions or delays in transmission or delivery of any messages by mail (including email), fax or otherwise; (iii) errors in interpretation of technical terms; (iv) any loss or delay in the transmission of any document required in order to make a drawing; and (v) any consequences arising from causes beyond the control of the Issuing Lender, including the acts or omissions, whether rightful or wrongful, of any Governmental Authority. Nothing in this Section 2.10 will affect, impair, or prevent the vesting of the Issuing Lender's rights or powers under this Agreement. Any action taken or omitted by the Issuing Lender under or in connection with the DSRA LC or the related certificates, if taken or omitted in good faith, shall not put the Issuing Lender under any resulting liability to the Borrowers or any other Lender provided that the Issuing Lender acts in accordance with the standards of reasonable care specified in the Uniform Customs and Practice for Documentary Credit, ICC UCR 600 (UCP 600) (as amended, supplemented or replaced from time to time).

- (f) **Repayments.** If L/C Loans are required to be repaid or accelerated in accordance with Article 10, then the Borrowers shall pay to the Administrative Agent for the benefit of the Issuing Lender an amount equal to all contingent liabilities in respect of (or otherwise cause the release of): (i) any outstanding or drawn Letters of Credit; and (ii) the DSRA LC which is the subject matter of any order, judgment, injunction or other such determination restricting payment under and in accordance with such DSRA LC or extending the liability under such DSRA LC beyond its stated expiration date (in this section, a “**Judicial Order**”). The Issuing Lender shall, with respect to the DSRA LC, upon the later of (i) the date on which any final and non-appealable order, judgment or other such determination has been rendered or issued either terminating the applicable Judicial Order or permanently enjoining the Issuing Lender from paying under such DSRA LC, and (ii) the earlier of (A) the date on which either (x) the original counterpart of the DSRA LC is returned to the Issuing Lender for cancellation, or (y) the Issuing Lender is released by the beneficiary from any further obligations, and (B) the expiry (to the extent permitted by any Applicable Law) of the DSRA LC, pay to the Borrowers an amount equal to the amount by which the amount paid to the Administrative Agent pursuant to this Section 2.10(f) exceeds the amounts paid by the Issuing Lender under the DSRA LC.

- (g) **L/C Fees and Interest.**

- (i) The Borrowers shall pay (i) an L/C facility fee (an “**L/C Fee**”) on the issued but undrawn amounts of Letters of Credit at the Applicable Margin to the Administrative Agent for the benefit of the Lenders with L/C Exposure in accordance with such Lender's overall Applicable Percentage of the Term Facility,

- (ii) a Commitment Fee on the available but non-issued Letters of Credit in accordance with Section 3.2, and (iii) a fronting fee at a rate of 0.25% per annum to the Administrative Agent for the benefit of the Issuing Lender calculated on the product of (I) the average daily aggregate of the then undrawn and unexpired amount of all Letters of Credit outstanding during the period (or any portion thereof) for which payment is being made and (II) the aggregate Applicable Percentage of the Term Facility for all Lenders with L/C Exposure other than the Issuing Lender, payable in arrears on the last day of each Fiscal Quarter and on the termination of the L/C Facility, and calculated based on the actual days elapsed in a 365 or 366-day year, as the case may be.
- (ii) The Borrowers shall also pay to the Issuing Lender its (A) set-up fees, wire transfer charges and other customary miscellaneous charges (as agreed to by the Borrowers and the Issuing Lender in advance) in respect of the issue of Letters of Credit by it and upon the amendment or transfer of each DSRA LC and each drawing made thereunder; and (B) documentary and administrative charges for amending, transferring or drawing under, as the case may be, Letters of Credit of a similar amount, term and risk (as agreed to by the Borrowers and the Issuing Lender in advance).
- (iii) All drawn amounts under a DSRA LC that have been converted to Prime Rate Loans pursuant to Section 2.10(c) shall bear interest in accordance with Section 2.8(a).
- (h) Notwithstanding that DSRA LCs are issued by the Issuing Lender, it is the intention of the Lenders that the ultimate credit risk and exposure of any Lender with respect to DSRA LCs (the “**L/C Exposure**”) be in accordance with its overall Applicable Percentage of the Term Facility. Each Lender shall immediately indemnify the Issuing Lender for that Lender’s Applicable Percentage of any payment made by the Issuing Lender in respect of a DSRA LC for which the Issuing Lender is not immediately reimbursed by the Borrowers, and shall do all things, including purchases of participations in Advances made by the Issuing Lender, that are necessary to ensure that result. Any such action on the part of the Lenders shall be binding on the Borrowers. If the rating of the non-credit-enhanced senior debt of any Lender by S&P or Moody’s is at any time less than BBB/Baa2 respectively, that Lender shall, if requested by the Issuing Lender, provide Cash Collateral (in an amount and form satisfactory to the Issuing Lender acting reasonably) to secure that Lender’s obligations with respect to DSRA LCs under this Section 2.10(h).

ARTICLE 3

GENERAL MATTERS RELATING TO THE FACILITIES

3.1 Method and Place of Payment

- (a) Each payment to be made by the Borrowers under this Agreement shall be made without deduction, set-off or counterclaim.
- (b) All payments of principal, interest and fees hereunder shall be made for value at or before 12:00 noon (New York time) on the day such amount is due by deposit or transfer thereof to the account of the Administrative Agent maintained at the principal office of the Administrative Agent or of a sub-agent appointed by the Administrative Agent in New York or Toronto or such other place as the Borrowers and the Administrative Agent may

from time to time agree. Payments received after such time shall be deemed to have been made on the next following Banking Day.

3.2 Fees

- (a) Until the LC Facility Maturity Date, the Applicable Borrower shall pay to the Administrative Agent for the account of the Lenders (in accordance with each Lender's overall Applicable Percentage of the Term Facility) a commitment fee (the "**Commitment Fee**") based on the available but non-issued portion of the L/C Facility, in each case calculated at the annual rate of 1.90%.
- (b) The Borrowers shall pay to the applicable recipients the fees set out in the Fee Letters, in accordance with the respective terms thereof.

3.3 Execution of Notices

All Advance Requests and notices of repayment, prepayment or cancellation and, unless otherwise provided herein, all other notices, requests, demands or other communications to be given to the Administrative Agent and Collateral Agent by a Borrower hereunder shall be executed by any authorized signatory of the Borrower.

3.4 Evidence of Debt

The Administrative Agent shall open and maintain in accordance with its usual practice books of account evidencing all Advances and all other amounts owing by the Borrowers to the Lenders hereunder. The Administrative Agent shall enter in such books: (a) each Drawdown Date in respect of each Advance; (b) all amounts from time to time owing or paid by the Borrowers to the Lenders, the amounts of principal, interest and fees payable from time to time hereunder; (c) the unused portion available to be drawn down by the Borrowers under the Facilities; and (d) any payments made by Borrowers hereunder. The information entered in the foregoing accounts shall constitute, in the absence of manifest error, prima facie evidence of the obligations of the Borrowers to the Administrative Agent, Collateral Agent and the Lenders hereunder, the date the Lenders made each Advance available to the Applicable Borrower, and the amounts the Applicable Borrower has paid from time to time on account of the principal of, interest on and fees related to the Advances.

3.5 Interest on Unpaid Costs and Expenses

Where a Borrower fails to pay any amount required to be paid by that Borrower hereunder when due, the Borrower shall pay interest on such unpaid amount, including overdue interest from the time such amount is due until paid, at an annual rate equal to the sum of 3% plus the rate of interest then payable on such amount (the "**Default Rate**"). Such interest shall be determined daily, compounded monthly in arrears on the last Banking Day of each calendar month in each year and payable on demand.

3.6 Criminal Rate of Interest

Notwithstanding the foregoing provisions of this Article 3, or any other provision of this Agreement, the Borrowers shall in no event be obliged to make any payments of interest or other amounts payable to the Lenders hereunder in excess of an amount or rate which would be prohibited by law or would result in the receipt by the Lenders of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)).

3.7 Compliance with the *Interest Act* (Canada)

For the purposes of this Agreement, whenever any interest or fee is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each rate of interest or fee determined pursuant to such calculation is equivalent for the purposes of the *Interest Act* (Canada) is such rate or fee as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used as the basis of such determination.

3.8 Nominal Rate of Interest

The parties acknowledge and agree that all calculations of interest under this Agreement are to be made on the basis of the nominal interest rate described herein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest rates and the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.

3.9 Net of Taxes

- (a) All payments made by a Borrower under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes other than Excluded Taxes except to the extent that such deduction or withholding is required by any Applicable Law, as modified by the administrative practice of any relevant Governmental Authority then in effect. If any such Taxes are required to be withheld from any amount payable by a Borrower to the Administrative Agent, the Collateral Agent or any Lender hereunder, the Borrower shall:
 - (i) promptly notify the Administrative Agent and the Collateral Agent, in relation to a payment to the Collateral Agent of such requirement;
 - (ii) pay to the relevant Governmental Authority the full amount required to be deducted or withheld (including the full amount of Taxes required to be deducted or withheld from any additional amount paid by the Applicable Borrower to the Administrative Agent, the Collateral Agent or such Lender under this Section 3.9) within the time period required by Applicable Law;
 - (iii) as promptly as possible thereafter, forward to the Administrative Agent, the Collateral Agent and such Lender an official receipt (or a certified copy), or other documentation reasonably acceptable to the Administrative Agent, the Collateral Agent and such Lender, evidencing any such payment to such Governmental Authority; and
 - (iv) pay to the Administrative Agent, the Collateral Agent or such Lender, in addition to the payment to which the Administrative Agent, the Collateral Agent or such Lender is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by the Administrative Agent, the Collateral Agent or such Lender from the Applicable Borrower (after taking into account any Taxes (other than Excluded Taxes) on such additional amounts) will equal the full amount the Administrative Agent, the Collateral Agent or such Lender would have received from the Applicable Borrower had no such deduction or withholding been required, provided however that notwithstanding

the foregoing, no such payment shall be required to be made by the Applicable Borrower in respect of Excluded Taxes

- (b) Each Borrower shall indemnify the Administrative Agent, the Collateral Agent or such Lender, within 10 Banking Days after written demand therefor, for the full amount of any Taxes, other than Excluded Taxes, paid by the Administrative Agent, the Collateral Agent or such Lender, as the case may be, imposed on any payment by the Borrowers under this Agreement (including any Taxes (other than Excluded Taxes) imposed on or attributable to amounts payable under this Section 3.9(b)), whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrowers by the Administrative Agent, the Collateral Agent or such Lender shall be conclusive absent manifest error.
- (c) If a Borrower determines in good faith that a reasonable basis exists for contesting any Taxes for which a payment has been made hereunder, the relevant Lender or the Administrative Agent or Collateral Agent, as applicable, shall (at the cost and expense of the Borrower) cooperate with the Applicable Borrower in challenging such Taxes at the Applicable Borrower's expense if so requested by the Applicable Borrower; provided that such Lender, the Administrative Agent or the Collateral Agent, as the case may be, does not determine that such challenge could be prejudicial to them or any of their Affiliates. If any Lender or the Administrative Agent or Collateral Agent, as applicable, receives a refund of, or credit for, Taxes for which a payment has been made by the Applicable Borrower pursuant to this Agreement, which refund or credit is attributable to such payment made by the Applicable Borrower, then the Lender or the Administrative Agent or Collateral Agent, as the case may be, shall reimburse the Applicable Borrower for such amount as the Lender determines to be an amount equal to the proportion of the refund or credit as will leave it, after such reimbursement, in no better or worse position than it would have been in if such Taxes had not been exigible. A Lender or the Administrative Agent or Collateral Agent shall claim any refund or credit that it determines is available to it, unless it concludes in its reasonable discretion that it would be adversely affected by making such a claim. Neither the Lender nor the Administrative Agent or Collateral Agent shall be obliged to disclose any information regarding its tax affairs to the Applicable Borrower in connection with this Section 3.9(c) or any other provision of this Section 3.9, except to the extent necessary for determining the basis for any amounts required to be indemnified by the Borrower under this Section 3.9(b).
- (d) The Borrowers' obligations under this Section 3.9(a) shall survive the termination of the Facilities and this Agreement and the permanent repayment of the outstanding credit and all other amounts payable hereunder.

ARTICLE 4

CHANGE OF CIRCUMSTANCES AND INDEMNIFICATION

4.1 Increased Costs

In the case of a Deemed Change in Law or in the event of (a) any Applicable Law coming into force after the date hereof, or (b) any change in any existing Applicable Law, or in the interpretation or application thereof by any court or by any Governmental Authority or other authority or entity charged with the administration thereof after the date hereof, or (c) compliance by the Lenders with any direction, request or requirement (whether or not having the force of law) of any Governmental Authority or other

authority or entity charged with the administration of any Applicable Law made after the date hereof (each such event being hereinafter referred to as a “**Change in Law**”) which now or hereafter:

- (a) subjects (whether directly, or as a result of any withholding or deduction by the Applicable Borrower) a Lender to any Tax or changes the basis of taxation, or increases any existing Tax (in each case, except for the coming into force of any Tax or change in the basis of taxation or manner of collection of any Tax in respect of or the change in the rate of Tax charged on income or capital of the Lender as a whole and including any other Tax that is payable by the Lender on, or required by Applicable Law to be withheld by the Applicable Borrower from, any Additional Compensation, as hereinafter defined), on payments of principal, interest or other amounts payable by the Applicable Borrower to the Lenders under any Financing Document or on or by reference to the amount of any Advances made or to be made by the Lender hereunder or on or by reference to the commitment of the Lender to make the Facilities available hereunder, or
- (b) imposes, modifies or deems applicable any reserve, special deposit or similar requirements or otherwise imposes any cost on a Lender in funding or maintaining all or any of the Advances or its commitment to make the Facilities available hereunder, or
- (c) will (A) affect the liquidity requirements in respect of a Lender, or (B) have the effect of increasing the amount of overall capital required to be maintained by a Lender, taking into account the existence of the Lender’s participation in any Advance hereunder (including all or any part of its commitment to make the Facilities available to the Applicable Borrower),
- (d) and the result of any of the foregoing is to increase the cost to a Lender, reduce the income receivable by it or reduce the effective return on the capital of the Lender in respect of any Advances and/or its Commitment to make the Facilities available to the Borrowers to an extent which the Lender reasonably believes to be material, the Lender shall give notice thereof to the Applicable Borrower (herein called a “**Notice of Amount**”) stating the event by reason of which it believes it is entitled to Additional Compensation, such cost and/or such reduction in such return (or such proportion of such reduction as is, in the reasonable and *bona fide* opinion of the Lender, attributable to its obligations hereunder) the amount of such Additional Compensation (as hereinafter defined) incurred by the Lender and supplying a certificate of a duly authorized officer of the Lender setting forth the Additional Compensation and the basis of calculation of such Additional Compensation; provided that the Lender shall not be required to disclose any information required to be kept confidential by Applicable Law. In the event the Lender subsequently recovers all or part of the Additional Compensation paid by the Applicable Borrower and provided no Default or Event of Default has occurred, it shall repay an equal amount to the Applicable Borrower. The Applicable Borrower shall pay to the Lender, within 10 Banking Days of the date of receipt of any Notice of Amount, the amount reasonably required to compensate the Lender for such increased costs or reduction in income or effective return on capital as specified in such Notice of Amount (in this Article 4 referred to as “**Additional Compensation**”). The obligation to pay such Additional Compensation for subsequent periods will continue until the earlier of termination of the Advance or the commitment to make the Facilities (or any one of them) available to the Applicable Borrower affected by the Change in Law or the lapse or cessation of the Change in Law giving rise to the initial Additional Compensation. The Lender shall make reasonable efforts to limit the incidence of any such Additional Compensation and seek recovery of such Additional Compensation for the account of the Applicable Borrower upon the Applicable Borrower’s request at the

Applicable Borrower's expense, provided the Lender in its reasonable determination suffers no material economic, legal, regulatory or other disadvantage. Notwithstanding the foregoing, the provisions of this Section 4.1 shall not apply with respect to: (I) Excluded Taxes imposed on the Administrative Agent, the Collateral Agent or a Lender or (II) Taxes for which an amount was paid by the Applicable Borrower pursuant to Section 3.9.

4.2 Illegality

If, with respect to any Lender, the implementation of any existing provision of Applicable Law or the adoption of any Applicable Law, or any change therein or in the interpretation or application thereof by any court or by any statutory board or commission now or hereafter makes it unlawful for such Lender to make, fund or maintain all or any portion of an outstanding Advance, to maintain all or any part of its Commitment hereunder or to give effect to its obligations in respect of all or any portion of an outstanding Advance, such Lender may, by written notice thereof to the Applicable Borrower and the other Lenders supplying reasonable supporting evidence (supported, at the request and expense of the Applicable Borrower, by an opinion of such Lender's counsel), declare the obligations of such Lender under this Agreement to be terminated whereupon the same shall forthwith terminate, and the Applicable Borrower shall repay within the time required by such law (or as promptly as practicable if already unlawful or at the end of such longer period, if any, as such Lender in its *bona fide* opinion may agree) the principal of the Advances made by such Lender together with all accrued and unpaid interest thereon. If any such change shall affect only that portion of such Lender's obligations under this Agreement that is, in the *bona fide* opinion of such Lender, severable from the remainder of this Agreement so that the remainder of this Agreement may be continued in full force and effect without otherwise affecting any of the obligations of such Lender or the Applicable Borrower hereunder, such Lender shall declare its obligations under only that portion so terminated.

ARTICLE 5 **CONDITIONS PRECEDENT**

Capitalized terms used in Section 5.1 but not defined herein have the meanings ascribed to such terms in the Original Credit Agreement.

5.1 Conditions to Effectiveness on the Closing Date

The obligation of the Lenders to provide any of the Facilities on the Closing Date was subject to the conditions precedent set forth in this Section 5.1 (other than any which were waived in writing by the Majority Lenders or were otherwise subject to the post-closing undertakings specified under Section 7.1(vv)) having been satisfied, fulfilled or otherwise met to the satisfaction of the Lenders acting reasonably on the Closing Date after giving effect thereto:

- (a) (1) The Original Credit Agreement (as defined in the First Restatement) and each of the Initial Financing Documents and the Independent Engineer Agreements shall have been duly authorized, executed and delivered to the Lenders or Agents, as applicable, by the Obligors party thereto, Holdco and Sponsor, and shall constitute a legal, valid and binding obligation of such parties shall be in full force and effect and (2) the Material Project Agreements and the Direct Agreements in each case to the extent relating to any Closing Date Projects, shall have been duly authorized, executed and delivered by each party thereto and shall constitute a legal, valid and binding obligation of each party thereto and shall be in full force and effect.

- (b) The Administrative Agent and the Technical Agent shall have received a certificate of a Senior Officer of each of the Sponsor, Borrowers, Borrower GPs, Closing Project Subsidiaries, Project GPs, Project Subsidiary Holdcos, Holdco, each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date, Grasshopper Solar Corporation, in its capacity as MicroFIT developer, and the MSA Contractor, addressed to the Administrative Agent, the Technical Agent, the Lenders and the Collateral Agent, certifying (and where applicable, attaching certified copies of):
 - (i) its constitutional documents;
 - (ii) resolutions of its board of directors or partners authorizing its execution, delivery and performance of the Financing Documents and the Material Project Agreements to which it is a party; and
 - (iii) the names and (in the case of Persons executing Financing Documents or Material Project Agreements on behalf of such Person) true signatures of the directors, officers and other authorized signatories of such Person.
- (c) The Administrative Agent and the Technical Agent shall have received certificates of good standing or equivalent certificates in respect of the Borrowers, Borrower GPs, Closing Project Subsidiaries, Project GPs, Sponsor, Holdco, Grasshopper Solar Corporation and the Project Subsidiary Holdcos, and, in respect of the Closing Date Projects, the MSA Contractor, issued by appropriate government officials of its jurisdiction of organization.
- (d) In respect of the Closing Date Projects, the Rights of Access and Occupation shall be in full force and effect.
- (e) A true, accurate and complete copy of each of the duly executed Material Project Agreements existing at the Closing Date, in each case, together with all amendments thereto, certified by an Officer's Certificate shall have been delivered to the Administrative Agent and the Technical Agent.
- (f) Each Borrower shall have delivered to the Administrative Agent and the Technical Agent the most recent unaudited consolidated interim financial statements of that Borrowers, and shall have caused to be delivered to the Administrative Agent and the Technical Agent the most recent annual financial statements and interim unaudited financial statements of the MSA Contractor.
- (g) Insurance complying with Schedule 5.1(g) of the Original Credit Agreement (as defined in the First Restatement) shall have been obtained and be in full force and effect in respect of the Closing Date Projects and the Administrative Agent and the Technical Agent shall have received certified copies of all policies evidencing such insurance (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer), which is to include the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders, and their successors and assigns as additional insureds under liability insurance policies as required pursuant to Schedule 5.1(g) of the Original Credit Agreement (as defined in the First Restatement) (excluding workers compensation and automobile liability) and a waiver of subrogation in their favour and with the Collateral Agent shall be named as first loss payee with respect to policies covering physical loss or damage to the Closing Date Projects, which policies shall be subject to a standard mortgage clause as

approved by the Insurance Bureau of Canada, all as approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably.

- (h) The Insurance Advisor shall have reviewed the insurance policies (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer) required pursuant to Schedule 5.1(g) of the Original Credit Agreement (as defined in the First Restatement) in respect of the Closing Date Projects, and shall have provided to the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders its report in connection with the Closing Date Projects and a certificate, substantially in the form of Schedule 5.1(h) of the Original Credit Agreement (as defined in the First Restatement).
- (i) With respect to the Closing Date Projects, the Administrative Agent and the Technical Agent shall have received an Officer's Certificate to the effect that (i) on the Closing Date, all Project Approvals listed in Part I of Schedule 5.5(g) of the Original Credit Agreement (as defined in the First Restatement) in respect of each such Closing Date Project have been obtained and are in full force and effect and not subject to any restriction, condition, limitation or other provision that in the reasonable judgment of the Technical Agent may materially adversely affect the construction, operation, connection, maintenance, use, occupancy or upkeep of such Closing Date Project, together with true and complete copies of such Project Approvals, and (ii) each of the Project Approvals listed in Part II of Schedule 5.5(g) of the Original Credit Agreement (as defined in the First Restatement) in respect of each such Closing Date Project are reasonably expected to be obtained in the ordinary course of construction of the applicable Proposed Project.
- (j) The Borrowers shall have provided evidence to the Administrative Agent and the Technical Agent, satisfactory to the Lenders, that all Accounts required to be established at or before the Closing Date have been established in accordance with this Agreement. For clarity, where this Agreement refers to Accounts to be held by Obligors, only Accounts of the Borrowers and the Closing Project Subsidiaries shall be required to be established at or before the Closing Date.
- (k) The Administrative Agent and the Technical Agent shall have received a report from the Independent Engineer, satisfactory to the Lenders, confirming that all of the Closing Date Projects have reached Completion.
- (l) All registrations, filings or recordings necessary to preserve, protect or perfect the enforceability and first priority of the Liens created under or pursuant to the Initial Financing Documents (subject only to Permitted Liens) shall have been completed in all relevant jurisdictions.
- (m) All partnership or shareholder interests that are subject to a pledge or Security Interest pursuant to the Initial Financing Documents have been certificated and those certificates have been delivered to the Collateral Agent.
- (n) The Administrative Agent, the Technical Agent and the Collateral Agent shall have received (i) a favourable opinion of legal counsel (addressed to the Administrative Agent, the Technical Agent, the Lenders, the Collateral Agent and Lenders' Counsel) to each of the Borrowers, Borrower GPs, Closing Project Subsidiaries, Project GPs, Project Subsidiary Holdcos, Sponsor, Holdco, each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date, Grasshopper Solar Corporation and with respect to the Closing Date Projects, the MSA Contractor, as to such matters as the

Administrative Agent (at the direction of the Majority Lenders) and the Technical Agent may reasonably request, including corporate matters, enforceability and other customary opinions regarding the Initial Financing Documents and the Material Project Agreements entered into on or before the Closing Date, the creation and perfection of security interests in personal property granted under the Initial Financing Documents in all relevant jurisdictions, choice of law, enforcement of foreign judgments, and (ii) an Officer's Certificate certifying as to each Project Subsidiary's eligibility to claim input tax credits under the ETA.

- (o) All representations and warranties of each of the Sponsor, Borrowers, Borrower GPs, Project Subsidiary Holdcos, Closing Project Subsidiaries, Project GPs, each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date and Grasshopper Solar Corporation contained in this Agreement and in any other Initial Financing Document or any Material Project Agreements shall be true and correct on and as of the Closing Date as though made on and as of such date, and the Administrative Agent and the Technical Agent shall have received a certificate of a Senior Officer of each such Person certifying the same with respect to such Person.
- (p) No Default or Event of Default shall have occurred and be continuing, or would occur as a result of the entering into of this Agreement or any Advance requested by a Borrower under the Facilities on the Closing Date, and the Administrative Agent and the Technical Agent shall have received an Officer's Certificate from the Applicable Borrower so certifying.
- (q) There shall be no actions, suits or proceedings (whether or not purportedly on such Person's behalf) or Environmental Claims pending or threatened against or affecting any Borrower, Borrower GP, any of the Closing Project Subsidiaries and their general partners (as applicable), each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date and Grasshopper Solar Corporation or, to the knowledge of either Borrower, the MSA Contractor (for the Closing Date Projects) by any third party or by or before any Governmental Authority, which has or could reasonably be expected to have a Material Adverse Effect, and the Administrative Agent and the Technical Agent shall have received an Officer's Certificate to that effect in respect of the corresponding Borrower, Borrower GP and each Closing Project Subsidiary.
- (r) On the Closing Date, the Lenders shall be satisfied with (i) the ownership structure of the Borrowers and the Closing Project Subsidiaries and (ii) the proposed ownership structures to be implemented with respect to the Proposed Project Subsidiaries (other than the Closing Project Subsidiaries), in each case as set out in Schedule 6.1(b) of the Original Credit Agreement (as defined in the First Restatement).
- (s) The Lenders and the Collateral Agent shall have received such "know your customer" documentation as the Lenders and the Collateral Agent may request.
- (t) The Lenders shall be satisfied with the terms of the MSA Agreements in respect of the Closing Date Projects.
- (u) The Lenders shall be satisfied that the Required Hedging Program is in place and that the obligations of the Borrowers thereunder are secured equally and rateably with the Facilities.

- (v) The Administrative Agent and the Technical Agent shall have received copies of all consents necessary to permit each of the Borrowers, and Borrower GPs, the Closing Project Subsidiaries, the Project GPs, the Project Subsidiary Holdcos, Holdco, Grasshopper Solar Corporation and in respect of the Closing Date Projects, the MSA Contractor to enter into the Initial Financing Documents and to perform their respective obligations thereunder (including without limitation, the grant of any security interests thereunder and transfer of any Equity Securities, Debt or other instruments pledged under the Initial Financing Documents).
- (w) The Collateral Agent shall have received certificates and other original documents in respect of all Equity Securities, Debt or other instruments pledged pursuant to the Initial Financing Documents accompanied by transfer powers and such other assignment documents as may be acceptable to the Administrative Agent and the Technical Agent.
- (x) The Borrowers shall have delivered to the Administrative Agent and the Technical Agent the Financial Model for the Portfolio, approved by the Technical Agent (at the direction of the Majority Lenders) in consultation with the Independent Engineer, which evidences that the Minimum Base Case Economics will be satisfied with respect to the Portfolio at all times that any portion of the Facilities is outstanding.
- (y) The Lenders and Agents shall have received from the Borrowers all fees (including agency fees and the upfront fees) then due, or arrangements satisfactory to the Lenders for payment of same out of the proceeds of the first Advance under any Facility are in place.
- (z) The Administrative Agent and the Technical Agent shall have received: (i) copies of Phase 1 environmental assessment reports relating to real property owned or leased by the Borrowers, Borrower GPs or any Closing Project Subsidiary in respect of each Closing Date Project which is a ground-mounted power facility, and, to the extent such report(s) recommend the completion of Phase 2 environmental assessment, copies of all Phase 2 environmental assessment reports relating to same and addressed in favour of the Lenders (or accompanied by reliance letters in favour of the Lenders) or, as applicable, (ii) confirmation by the Borrowers (A) that no such reports exist in respect of a Closing Date Project which is a ground-mounted power facility located entirely on rural land that has been used solely for agricultural purposes and (B) that such land has not previously been used or developed for any other commercial or industrial purposes.
- (aa) In respect of any Community Project Subsidiary, the Required Community Equity Contribution has been contributed.
- (bb) In respect of any First Nation Project Subsidiary, the Required First Nation Equity Contribution has been contributed.
- (cc) The Technical Agent and all of the Lenders shall have completed to their satisfaction all due diligence, including economic, commercial, financial, legal, environmental, regulatory, accounting and tax due diligence, of the Sponsor, Borrowers, Borrower GPs, Project Subsidiary Holdcos, Closing Project Subsidiaries, Project GPs, each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date and Grasshopper Solar Corporation, the applicable Material Project Agreements and any issues identified by Technical Agent or any Lender resulting from such diligence review with respect to the Financing Documents shall have been addressed to the satisfaction of Technical Agent and all of the Lenders.

- (dd) Each Closing Date Project has a generating capacity of no more than 8 MW (AC) and is located in Ontario.
- (ee) Each of the EPC Agreements, EPC LCs (as applicable) MSA Agreements and PPAs in respect of each Closing Date Project, as applicable, are substantially in the form of the corresponding Template Agreement or has otherwise been approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably.
- (ff) The LDC in respect of each Closing Date Project meets the criteria specified in the definition of "LDC".
- (gg) The Applicable Borrower, or relevant Project Subsidiary, shall have provided satisfactory evidence to the Administrative Agent and the Technical Agent, acting reasonably, certifying as to each Closing Date Projects; satisfaction of, or expected satisfaction of, as applicable, the Minimum Required Domestic Content Level.
- (hh) (1) Any supplier of solar modules, Inverters or trackers is an Approved Supplier or (2) if a supplier of solar modules, Inverters or trackers is a Controlled Supplier, the use of such solar modules, Inverters or trackers does not exceed the applicable Controlled Supplier Cap, unless waived by the Technical Agent and the Lenders in their discretion.
- (ii) The Administrative Agent and the Technical Agent shall have received copies of all FIT Contract CCSA Amendments that have been entered into with respect to Community Projects that are Closing Date Projects.
- (jj) Releases, discharges, estoppels and postponements with respect to all Liens which are not Permitted Liens shall have been delivered to the Administrative Agent, the Technical Agent and the Lenders (including estoppels from Eclipsall Funding Ltd. and the Toronto-Dominion Bank) in form and substance satisfactory to the Administrative Agent (at the direction of the Majority Lenders), the Collateral Agent (at the direction of the Majority Lenders) and the Technical Agent.
- (kk) Such other documents and deliverables as the Administrative Agent, the Technical Agent or Majority Lenders deem necessary, acting reasonably.

The conditions set forth in this Section 5.1 are for the sole benefit of the Lenders.

5.2 **Conditions to Effectiveness of the First Restatement**

The effectiveness of the First Restatement was subject to the conditions precedent set forth in this Section 5.2 (other than as waived in writing by the Majority Lenders or are otherwise subject to the post-closing undertakings specified under Section 7.1(vv)) having been satisfied, fulfilled or otherwise met to the satisfaction of the Lenders acting reasonably on the First Restatement Date after giving effect thereto:

- (a) The First Restatement shall have been duly authorized, executed and delivered to the Lenders or Agents, as applicable, by the Obligors party thereto, Holdco and Sponsor, and shall constitute a legal, valid and binding obligation of such parties shall be in full force and effect;
- (b) The conditions precedent set forth in the Section 5.13 of the Original Credit Agreement (*Accession of Fund 2 Borrower*) will have been satisfied;

- (c) The conditions precedent set forth in Section 5.1 of the Original Credit Agreement (*Conditions to Effectiveness on the Closing Date*) applicable to the Fund 2 Borrower will have been satisfied;
- (d) The conditions precedent set forth in Section 5.3 of the Original Credit Agreement (*Conditions to Project Subsidiary Eligibility*) applicable to the Cleave Entities will have been satisfied;
- (e) The conditions precedent set forth in Section 5.4 of the Original Credit Agreement (*Conditions to Project Eligibility*) applicable to the Cleave Projects will have been satisfied; and
- (f) Insurance complying with Schedule 5.1(g) of the Original Credit Agreement in respect of each First Restatement Project shall have been obtained and be in full force and effect and (i) the Administrative Agent and the Technical Agent shall have received certified copies of all policies and related endorsements evidencing such insurance (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer), and to include the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders, and their successors and assigns as additional insureds as required pursuant to Schedule 5.1(g) of the Original Credit Agreement under liability insurance policies (excluding automobile liability and workers compensation), and include a waiver of subrogation in their favour, and including the Collateral Agent as first loss payee under policies covering physical loss or damage to the First Restatement Projects which policies shall be subject to a standard mortgage clause using, in the Collateral Agent's case, a standard lender loss payable or mortgagee clause as approved by the Insurance Bureau of Canada, all as approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably, and (ii) the Administrative Agent and the Technical Agent shall have received a certificate from the Applicable Borrower's insurance broker, dated as of the First Restatement Date stating that, *inter alia*, all insurance required pursuant to Schedule 5.1(g) of the Original Credit Agreement in respect of each such First Restatement Project is in full force and effect and that all premiums then due thereon have been paid.

5.3 **Conditions to Effectiveness of this Agreement**

The effectiveness of this Agreement and the entitlement to the Advance on the Second Restatement Date is subject to the conditions precedent set forth in this Section 5.3 (other than as waived in writing by the Majority Lenders or are otherwise subject to the post-closing undertakings specified under Section 7.1(vv)) having been satisfied, fulfilled or otherwise met to the satisfaction of the Lenders acting reasonably on the Second Restatement Date after giving effect thereto:

- (a) This Agreement shall have been duly authorized, executed and delivered to the Lenders and Administrative Agent, as applicable, by the Obligors party thereto, Holdco and Sponsor, and shall constitute a legal, valid and binding obligation of such parties shall be in full force and effect;
- (b) The Administrative Agent and the Technical Agent have received a completed Advance Request as applicable at least four (4) Banking Days before the Second Restatement Date together with and a payment direction in respect of the Advance to be made on the Second Restatement Date.

- (c) The Administrative Agent and the Technical Agent shall have received a certificate of a Senior Officer of the Sponsor, Borrowers, Borrower GPs, Project Subsidiaries, Project GPs, Project Subsidiary Holdcos and Holdco addressed to the Administrative Agent, the Technical Agent, the Lenders and the Collateral Agent, certifying (and where applicable, attaching certified copies of):
 - (i) its constitutional documents;
 - (ii) resolutions of its board of directors or partners authorizing its execution, delivery and performance of the Financing Documents entered into on the Second Restatement Date; and
 - (iii) the names and (in the case of Persons executing Financing Documents on behalf of such Person) true signatures of the directors, officers and other authorized signatories of such Person.
- (d) The Administrative Agent and the Technical Agent shall have received certificates of good standing or equivalent certificates in respect of the Borrowers, Borrower GPs, Project Subsidiaries, Project GPs, Sponsor, Holdco, Grasshopper Solar Corporation, the Project Subsidiary Holdcos and the MSA Contractor, issued by appropriate government officials of its jurisdiction of organization or formation.
- (e) A true, accurate and complete copy of each of the duly executed Material Project Agreements existing at the Second Restatement Date, together with all amendments thereto, certified by an Officer's Certificate shall have been delivered to the Administrative Agent and the Technical Agent.
- (f) Subject to Section 6.1(k), each of the Material Project Agreements remains in full force and effect, and since the Second Restatement Date or the date that the applicable project in respect of the Material Agreement, became a Project under the First Restatement, as applicable, there shall have occurred no change in circumstances with respect to an Obligor or any counterparty to a Material Project Agreement where such change could reasonably be expected to materially adversely affect its ability to perform its obligations under any Material Project Agreement.
- (g) Each Borrower shall have delivered to the Administrative Agent and the Technical Agent the most recent (1) audited financials for the year ending 2022, (2) unaudited consolidated interim financial statements of that Borrowers, and shall have caused to be delivered to the Administrative Agent and the Technical Agent the most recent annual financial statements and interim unaudited financial statements of the MSA Contractor.
- (h) Insurance complying with Schedule 5.3(h) shall have been obtained and be in full force and effect in respect of the Projects and the Administrative Agent and the Technical Agent shall have received certified copies of all policies evidencing such insurance (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer), which is to include the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders, and their successors and assigns as additional insureds under liability insurance policies as required pursuant to Schedule 5.3(h) (excluding workers compensation and automobile liability) and a waiver of subrogation in their favour and with the Collateral Agent shall be named as first loss payee with respect to policies covering physical loss or damage to the Projects, which policies shall be subject to a standard mortgage clause as

approved by the Insurance Bureau of Canada, all as approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably.

- (i) The Administrative Agent and the Technical Agent shall have received an Officer's Certificate to the effect that (i) on the Second Restatement Date, all Project Approvals listed in Part I of Schedule 5.5(g) have been obtained and are in full force and effect and not subject to any restriction, condition, limitation or other provision that in the reasonable judgment of the Technical Agent may materially adversely affect the construction, operation, connection, maintenance, use, occupancy or upkeep of such Project, together with true and complete copies of such Project Approvals, and (ii) each of the Project Approvals listed in Part II of Schedule 5.5(g) in respect of each Project are reasonably expected to be obtained in the ordinary course.
- (j) The Borrowers shall have provided evidence to the Administrative Agent and the Technical Agent, satisfactory to the Lenders, that all Accounts required to be established at or before the Second Restatement Date have been established in accordance with this Agreement.
- (k) All registrations, filings or recordings necessary to preserve, protect or perfect the enforceability and first priority of the Liens created under or pursuant to the Financing Documents (subject only to Permitted Liens) shall have been completed in all relevant jurisdictions.
- (l) The Collateral Agent shall have received certificates and other original documents in respect of all Equity Securities, Debt or other instruments pledged pursuant to the Financing Documents accompanied by transfer powers and such other assignment documents as may be acceptable to the Administrative Agent and the Technical Agent.
- (m) The Administrative Agent, the Technical Agent and the Collateral Agent shall have received (i) a favourable opinion of legal counsel (addressed to the Administrative Agent, the Technical Agent, the Lenders, the Collateral Agent and Lenders' Counsel) to each of the Borrowers, Borrower GPs, Closing Project Subsidiaries, Project GPs, Project Subsidiary Holdcos, Sponsor, Holdco, Grasshopper Solar Corporation and the MSA Contractor, as to such matters as the Administrative Agent (at the direction of the Majority Lenders) and the Technical Agent may reasonably request, including corporate matters, enforceability and other customary opinions regarding the Financing Documents and the Material Project Agreements entered into on or before the Second Restatement Date, the creation and perfection of security interests in personal property granted under the Financing Documents in all relevant jurisdictions, choice of law, enforcement of foreign judgments.
- (n) All representations and warranties of each of the Sponsor, Borrowers, Borrower GPs, Project Subsidiary Holdcos, Closing Project Subsidiaries, Project GPs, each Pledgor pledging Equity Securities pursuant to the Security Documents and Grasshopper Solar Corporation contained in this Agreement and in any other Initial Financing Document or any Material Project Agreements shall be true and correct on and as of the Second Restatement Date as though made on and as of such date, and the Administrative Agent and the Technical Agent shall have received a certificate of a Senior Officer of each such Person certifying the same with respect to such Person.
- (o) No Default or Event of Default shall have occurred and be continuing, or would occur as a result of the entering into of this Agreement or any Advance requested by a Borrower under

the Facilities on the Second Restatement Date, and the Administrative Agent and the Technical Agent shall have received an Officer's Certificate from the Applicable Borrower so certifying.

- (p) There shall be no actions, suits or proceedings (whether or not purportedly on such Person's behalf) or Environmental Claims pending or threatened against or affecting any Borrower, Borrower GP, any of the Closing Project Subsidiaries and their general partners (as applicable), each Pledgor pledging Equity Securities pursuant to the Security Documents and Grasshopper Solar Corporation or, to the knowledge of either Borrower, the MSA Contractor (for the Closing Date Projects) by any third party or by or before any Governmental Authority, which has or could reasonably be expected to have a Material Adverse Effect, and the Administrative Agent and the Technical Agent shall have received an Officer's Certificate to that effect in respect of the corresponding Borrower, Borrower GP and each Closing Project Subsidiary.
- (q) On the Second Restatement Date, the Lenders shall be satisfied with the ownership structure of the Borrowers and the Project Subsidiaries as set out in Schedule 6.1(b).
- (r) The Lenders and the Collateral Agent shall have received such "know your customer" documentation as the Lenders and the Collateral Agent may request.
- (s) The Lenders shall be satisfied with the terms of the MSA Agreements in respect of the Projects.
- (t) The Lenders shall be satisfied that the Required Hedging Program is in place and that the obligations of the Borrowers thereunder are secured equally and rateably with the Facilities, and any costs, expenses and close-out amounts payable by the Borrowers (as applicable) under the Secured Hedge Agreements in connection with the termination and/or repricing of the existing interest rate hedge transactions outstanding immediately prior to the Second Restatement Date.
- (u) The Administrative Agent and the Technical Agent shall have received copies of all consents necessary to permit each of the Borrowers, and Borrower GPs, the Project Subsidiaries, the Project GPs, the Project Subsidiary Holdcos, Holdco, Grasshopper Solar Corporation and the MSA Contractor to enter into the Financing Documents and to perform their respective obligations thereunder (including without limitation, the grant of any security interests thereunder and transfer of any Equity Securities, Debt or other instruments pledged under the Financing Documents).
- (v) The Borrowers shall have delivered to the Administrative Agent and the Technical Agent the Financial Model for the Portfolio (reflecting the Advance on the Second Restatement Date), approved by the Technical Agent (at the direction of the Majority Lenders) in consultation with the Independent Engineer.
- (w) The Lenders and Agents shall have received from the Borrowers (i) all fully executed Fee Letters and (ii) all fees then due, or arrangements satisfactory to the Lenders for payment of same out of the proceeds of the Advance to be made on the Second Restatement Date.
- (x) The Administrative Agent and the Technical Agent shall have received: (i) copies of Phase 1 environmental assessment reports relating to real property owned or leased by the Borrowers, Borrower GPs or any Project Subsidiary in respect of each Project which is a

ground-mounted power facility, and, to the extent such report(s) recommend the completion of Phase 2 environmental assessment, copies of all Phase 2 environmental assessment reports relating to same and addressed in favour of the Lenders (or accompanied by reliance letters in favour of the Lenders) or, as applicable, (ii) confirmation by the Borrowers (A) that no such reports exist in respect of a Project which is a ground-mounted power facility located entirely on rural land that has been used solely for agricultural purposes and (B) that such land has not previously been used or developed for any other commercial or industrial purposes.

- (y) In respect of any Community Project Subsidiary, the Required Community Equity Contribution has been contributed.
- (z) In respect of any First Nation Project Subsidiary, the Required First Nation Equity Contribution has been contributed.
- (aa) in respect of the accession hereunder of any Municipal Project Subsidiary, the Required Municipal Equity Contribution has been contributed.
- (bb) in respect of the accession hereunder of any Public Sector Project Subsidiary, the Required Public Sector Equity Contribution has been contributed.
- (cc) The Administrative Agent and the Technical Agent shall have received copies of the First Nation MSA Agreements with respect to the First Nation Projects (in respect of the accession hereunder of any First Nation Project Subsidiary), and the Community MSA Agreements with respect to the Community Projects (in respect of the accession hereunder of any Community Project Subsidiary), the Municipal MSA Agreements with respect to the Municipal Participation Projects (in respect of the accession hereunder of any Municipal Project Subsidiary) and the Public Sector MSA Agreements with respect to the Public Sector Entity Participation Projects (in respect of the accession hereunder of any Public Sector Project Subsidiary), which in each case shall have been duly authorized, executed and delivered by each party thereto and shall constitute a legal, valid and binding obligation of each party thereto.
- (dd) Each Project has a generating capacity of no more than 8 MW (AC) and is located in the Province of Ontario.
- (ee) Each of the MSA Agreements and PPAs in respect of each Project, as applicable, has been approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably.
- (ff) The LDC in respect of each Project meets the criteria specified in the definition of "LDC".
- (gg) The Applicable Borrower, or relevant Project Subsidiary, shall have provided satisfactory evidence to the Administrative Agent and the Technical Agent, acting reasonably, certifying as to each Project; satisfaction of, or expected satisfaction of, as applicable, the Minimum Required Domestic Content Level.
- (hh) (1) Any supplier of solar modules, Inverters or trackers is an Approved Supplier or (2) if a supplier of solar modules, Inverters or trackers is a Controlled Supplier, the use of such solar modules, Inverters or trackers does not exceed the applicable Controlled Supplier Cap, unless waived by the Technical Agent and the Lenders in their discretion.

- (ii) The Administrative Agent and the Technical Agent shall have received copies of all FIT Contract CCSA Amendments that have been entered into with respect to Community Projects.
- (jj) Releases, discharges, estoppels and postponements with respect to all Liens which are not Permitted Liens shall have been delivered to the Administrative Agent, the Technical Agent and the Lenders in form and substance satisfactory to the Administrative Agent (at the direction of the Majority Lenders), the Collateral Agent (at the direction of the Majority Lenders) and the Technical Agent.
- (kk) The Administrative Agent, the Technical Agent and the Lenders' Counsel shall have received: (i) on the date of the requested Advance, land title office searches, (ii) on the Banking Day prior to the date of the requested Advance, personal property registry searches, and (iii) such other searches as the Administrative Agent, the Technical Agent and Lenders' Counsel consider appropriate, acting reasonably, in respect of the relevant Properties, the Collateral, the Applicable Borrower and its Borrower GP, Limited Partner, relevant Project Subsidiary and Project GP and any relevant Pledgor not included in the foregoing, as of a time and date satisfactory to the Administrative Agent and the Technical Agent (acting reasonably) confirming (i) registration of the Security Documents or financing statements or other appropriate filings or notices in respect thereof in all relevant jurisdictions, and (ii) that (A) no Liens, other than Permitted Liens, are registered against or charge any such Person, the relevant Properties, the relevant Projects or any of the Collateral, and (B) without limiting the foregoing, all builders' liens in respect of the relevant Properties or Projects (other than Permitted Liens) have been discharged or vacated or for which appropriate reserves have been provided for, in each case, as provided under Applicable Law.
- (ll) Neither the enactment of any Applicable Law, nor any change therein or in the published or unpublished interpretation or application thereof by any Governmental Authority, nor compliance by the Administrative Agent, the Collateral Agent or a Lender with any guideline, official directive, request or direction (whether or not having the force of law) of any Governmental Authority, shall have made it unlawful for the Administrative Agent, the Collateral Agent or a Lender to make, fund or maintain the Facilities or the requested Advance on the Second Restatement Date.
- (mm) After giving effect to the Advance on the Second Restatement Date, the Borrowers will remain in compliance with the Concentration Limits.
- (nn) The Advance on the Second Restatement Date shall have been approved by the Technical Agent based on the requirements of the Technical Agent's internal approval processes including, if applicable, credit risk management.
- (oo) After giving effect to the Advance on the Second Restatement Date, no MicroFIT Overconcentration Event would occur.
- (pp) Each of the Collateral Accounts shall have been established and funded in accordance with the requirements of Article 8 if required to be established and funded at the time of the Second Restatement Date.
- (qq) The Administrative Agent and the Technical Agent shall have received a report from the Independent Engineer, in form and substance satisfactory to the Lenders.

- (rr) The Administrative Agent shall have received satisfactory confirmation that \$2,967,904.59 in the aggregate has been credited to the Borrowers in the form of cash by way of contribution of equity.
- (ss) Such other documents and deliverables as the Administrative Agent, the Technical Agent or Majority Lenders deem necessary, acting reasonably.

5.4 **Intentionally Deleted**

5.5 **Released MicroFIT Projects**

- (a) In the event that (1) an Adverse MicroFIT Event has occurred and the Borrower has prepaid amounts under the Term Facility corresponding to the buy-down of one or more affected MicroFIT Projects pursuant to Section 2.5(c)(iv), (2) the Borrowers have been required to make a mandatory prepayment pursuant to Section 2.5(c)(v), or (3) a Borrower wishes to pursue enforcement or court proceedings against a homeowner in respect of one or more MicroFIT Projects of the kind contemplated in Section 7.2(dd) (*MicroFIT Enforcement Restrictions*), the Applicable Borrower shall, subject to the terms of this Section 5.5, remove such MicroFIT Project(s) from the Security by providing notice to the Administrative Agent and Technical Agent (a “**Designated Project Notice**”) that it intends to remove the relevant Project or Projects from the Portfolio (each, a “**Designated Project**”) together with details of the Applicable Borrower’s intention to cause the relevant Project Subsidiary to dispose of the relevant Project and related Material Agreements and Assets (a “**Designated Project Disposition**”).
- (b) If the Applicable Borrower is able to demonstrate to the satisfaction of the Administrative Agent (as directed by the Lenders) and Technical Agent, acting reasonably, that the applicable Designated Project Disposition would not have an Adverse MicroFIT Event on a pro forma basis, then the Applicable Borrower shall proceed with the Designated Project Disposition described in the related Designated Project Disposition, subject to the following terms and conditions:
 - (i) where the Approved Project Disposition is being made in connection with an Adverse MicroFIT Event, the Designated Projects must be either (i) chosen at random among the affected MicroFIT Projects (and the Borrowers shall provide evidence satisfactory to the Majority Lenders of the same) or (ii) otherwise agreed to by the Borrowers and the Majority Lenders.
 - (ii) after giving effect to the Designated Project Disposition, the Designated Project will no longer be owned or Controlled by the Applicable Borrower or an Obligor;
 - (iii) the Designated Project Disposition will be subject to the mandatory prepayment provisions of Section 2.5(c), unless otherwise agreed by the Majority Lenders; and
 - (iv) once the Designated Project Disposition is permitted to be executed hereunder (or has been approved pursuant to Section 5.5(c), in the case of an Approved Project Disposition), the related Designated Project will be released from the Security in accordance with Section 9.3.
- (c) Upon satisfying the conditions specified under 5.5(b), the relevant Designated Project will constitute an “**Approved Project Disposition**”, and the date on which the conditions

specified in Section 5.5(b) have been satisfied will be the “**Release Date**” with respect to such Approved Project Disposition.

5.6 Lien Matters

If a Lien, other than a Permitted Lien, is registered against any of the Properties or any other Assets of the Projects and is not discharged within 10 Banking Days of the Applicable Borrower being notified or otherwise becoming aware of such registration or prior to the next Drawdown in accordance with Section 7.1(q), the Administrative Agent shall be entitled, in its sole discretion, to pay into court the amount required to effect removal of such Lien and the amount so paid shall be payable by the Applicable Borrower to the Administrative Agent on demand and bear interest in accordance with Section 3.5.

5.7 Deemed Representation

Each of the giving of any Advance Request which includes a request for an Advance and the acceptance by the Applicable Borrower of the proceeds of any Advance shall be deemed to constitute a representation and warranty by the Borrower that on the date of such Advance Request and on the date of any Advance being provided and after giving effect thereto, the conditions precedent set forth in this Article 5 (other than any which have been waived in writing by the Lenders) shall have been satisfied, fulfilled or otherwise met as of such dates.

5.8 Conditions Solely for the Benefit of the Lenders and Agents

All conditions precedent to the entitlement of the Applicable Borrower to any Advance hereunder are solely for the benefit of the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders, and no other Person shall have standing to require satisfaction or fulfilment of any condition precedent or that it be otherwise met and no other Person shall be deemed to be a beneficiary of any such condition, any and all of which may be freely waived (in whole or in part) in writing by the Majority Lenders at any time the Majority Lenders deem it advisable to do so in their sole discretion.

5.9 No Implied Waiver

The making of any Advance without one or more of the conditions precedent set forth in this Article 5 having been satisfied, fulfilled or otherwise met shall not constitute a waiver by the Lenders of any such condition with respect to any subsequent Advance, and the Lenders reserve the right to require that each such condition be satisfied, fulfilled or otherwise met prior to the making of any subsequent Advances.

5.10 No Approval of Work

The making of any Advance hereunder shall not be deemed an approval or acceptance by Lender of any work, labour, supplies, materials or equipment furnished or supplied with respect to any Project.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Obligors

Each Obligor represents and warrants as follows to the Administrative Agent, the Collateral Agent and the Lenders and acknowledges and confirms that the Administrative Agent, the Collateral Agent and the Lenders are relying upon such representations and warranties as an inducement to the entering into by them of this Agreement and to the making of Advances:

- (a) **Corporate Status.** Each Borrower has been formed and is existing as a partnership under the *Limited Partnerships Act* (Ontario) and has all necessary power and authority to cause the Projects to be constructed and operated and otherwise to conduct its business as presently conducted and, through its partners, to own or lease its properties and assets in each jurisdiction where such properties and assets are situated or such business is conducted. Each Borrower GP has been incorporated and is existing as a corporation under the *Business Corporations Act* (Ontario) and has been duly appointed as the general partner of the Applicable Borrower with full power and authority to bind the Applicable Borrower. Each Borrower GP is not a partner or general partner of any partnership or limited partnership other than certain of the Project Subsidiaries and does not hold any Equity Securities in any unlimited liability company. Each Subsidiary has been formed and is existing either as a limited partnership under the *Limited Partnerships Act* (Ontario) or as a corporation under the *Business Corporations Act* (Ontario) or the *Canada Business Corporations Act* and has all necessary power and authority to construct and operate the applicable Project or Projects, as applicable, and otherwise to conduct its business as presently conducted and to own or lease its properties and assets in each jurisdiction where such properties and assets are situated or such business is conducted. Each Project GP has been incorporated and is existing as a corporation under the *Business Corporations Act* (Ontario) and has been duly appointed as the general partner of the applicable limited partnership with full power and authority to bind such limited partnership. Each Project Holdco LP has been formed and is existing either as a limited partnership under the *Limited Partnerships Act* (Ontario) or as a corporation under the *Business Corporations Act* (Ontario) and has all necessary power and authority to conduct its business as presently conducted and to own or lease its properties and assets in each jurisdiction where such properties and assets are situated or such business is conducted.
- (b) **Organizational Structure.** The organizational structure and ownership chart attached hereto as Schedule 6.1(b) is true and correct and contains an organizational chart and complete and accurate descriptions of:
 - (i) the Obligors' and their respective shareholders, partners, members or unitholders, as applicable;
 - (ii) (x) each such Obligor's full and correct name (including any French and English forms of name), any predecessor name and the jurisdiction in which each such Obligor was formed, (y) the full address of each such Obligor's chief executive office, domicile and chief place of business and, if the same is different, the address at which the books and records of such Obligor are located, the address at which senior management of such Obligor are located and conduct their deliberations and make their decisions with respect to the business of such Obligor and the address from which the invoices and accounts of such Obligor are issued, and (z) the

ownership interests in each of the Projects, including the authorized and issued capital of the Obligors and the registered (if applicable) and beneficial owners of such capital;

- (iii) the locations of all Collateral that constitutes real property or tangible personal property; and
- (iv) all Permitted Intercompany Debt.

Schedule 6.1(b) shall be updated from time to time by the Obligors such that the representations and warranties made in Section 6.1 are true and correct in all material respects on the dates that such representations and warranties are repeated as required pursuant hereto.

- (c) **Power and Authority.** Each of the Obligors and Pledgors has, and had at the relevant time in respect of the Material Project Agreements, full power, capacity and authority to enter into and perform its obligations under the Financing Documents and the Material Project Agreements, and to do all acts and things and execute, deliver and perform its obligations under all documents as are required thereunder to be done, observed or performed by it in accordance with the terms thereof.

- (d) **Authorization and Enforceability.**

- (i) The execution and delivery of this Agreement, each of the Financing Documents and each of the Material Project Agreements (other than those not yet entered into) and all documents, instruments and agreements required to be executed and delivered by the Obligors or the Pledgors pursuant to the Financing Documents or such Material Project Agreements, and the performance of their respective obligations under the Financing Documents and such Material Project Agreements, have been duly authorized by all necessary partnership or corporate action, as applicable, on the part of the Borrowers, Sponsor, the Pledgors or the Project Subsidiaries and by all necessary corporate action on the part of the Borrower GPs and each of the Financing Documents and each of such Material Project Agreements has been duly executed and delivered by the Borrowers, the Pledgors or the applicable Project Subsidiaries and constitutes a legal, valid and binding obligation of the Borrowers, the Pledgors or Project Subsidiary, as applicable, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.
- (ii) Each Borrower GP has the capacity and authority to enter into this Agreement and each other Financing Document to which the Applicable Borrower is a party and to bind the Applicable Borrower and to grant a Lien over all of the assets of the Applicable Borrower in accordance with the provisions of the Security Documents to which the Applicable Borrower is a party.
- (iii) Each of the Pledgors has the capacity and authority to grant a Lien over the equity in the Applicable Borrower in accordance with the provisions of the Security Documents to which each such Pledgor is a party.

- (iv) Each Borrower has the capacity and authority under each of the Project Partnership Agreements, the Project Shareholder Agreements and any other agreements governing the management and establishment of each Project and Applicable Law in respect of partnerships and limited partnerships to enter into the Material Project Agreements, this Agreement and each other Financing Document and to bind each Project Subsidiary and, through so doing, to grant a Lien over all of the assets of each Project Subsidiary in accordance with the provisions of the Security Documents to which any Project Subsidiary is a party.
- (e) **Conflict with Constatting Documents and Agreements.** Neither the execution and delivery of this Agreement, the Financing Documents or the Material Project Agreements (other than those not yet entered into) nor the consummation by any Obligor of any of the transactions herein and therein contemplated, nor compliance by any Obligor with the terms, conditions and provisions hereof and thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of:
 - (i) the Limited Partnership Agreements, or the constating documents or by-laws of the Borrower GPs, any other Obligor or any Pledgor;
 - (ii) any resolution of the partners, shareholders, directors or any committee of directors of the Borrower GPs, any other Obligor or any Pledgor;
 - (iii) the constating documents or by-laws of any of the Borrower GPs, any other Obligor or any Pledgor or any material agreement, instrument or arrangement to which any of the Borrower GPs, any other Obligor or any Pledgor or by which any of the Borrower GPs, any other Obligor or any Pledgor or their respective properties are, or may be, bound, or will constitute a default thereunder if such breach or default could reasonably be expected to have a Material Adverse Effect on the commitment or obligations of the Borrower GPs, any other Obligor or any Pledgor to satisfy their obligations to the Borrowers or the Project Subsidiaries, as the case may be;
 - (iv) any of the Material Project Agreements or any other agreement, instrument or arrangement to which a Borrower or a Project Subsidiary is a party or by which a Borrower or a Project Subsidiary or its properties are, or may be, bound, or will constitute a default thereunder, where such conflict, breach or default could reasonably be expected to result in a Material Adverse Effect, or will result in the creation or imposition of any Lien (other than as created in favour of the Collateral Agent and the Lenders or Permitted Liens) upon any of the properties or assets of any Obligor;
 - (v) any judgment or order, writ, injunction or decree of any court; or
 - (vi) any Applicable Law.
- (f) **Partnership and Ownership.** The only partners of the Borrowers are the respective Borrower GPs as the sole general partner and Sponsor as the sole limited partner. The Equity Securities of each Borrower are expressly designated as securities for the purposes of the STA. The only partners or owners of each Project Subsidiary are the Applicable Borrower (or wholly-owned subsidiaries of the Applicable Borrower) and/or the relevant Borrower GP, as applicable, except in the case of: (i) the First Nation Project Subsidiaries,

in which case the only partners are the Applicable Borrower, the First Nation Holdcos and the First Nation GP Holdcos, as applicable; (ii) the Municipal Project Subsidiaries, in which case the only partners are the Applicable Borrower, the Municipal Holdcos and the Municipal GP Holdcos, as applicable; (iii) the Public Sector Project Subsidiaries, in which case the only partners or owners are the Applicable Borrower (or wholly-owned subsidiaries of the Applicable Borrower), the Public Sector Holdcos and the Public Sector GP Holdcos, as applicable, (iv) the Community Project Subsidiaries, in which case the only partners or owners are the Applicable Borrower (or wholly-owned subsidiaries of the Applicable Borrower), the Community Holdcos and the Community GP Holdcos, as applicable, and (v) Project Subsidiaries which hold pre-COD Projects, in which case the only partners or owners are the Borrower (or wholly-owned subsidiaries of the Applicable Borrower), a Pledgor that is required to pledge its interest in such Project Subsidiaries pursuant to this Agreement and any other Project Subsidiary which become Obligor in accordance with this Agreement. The Equity Securities of each Project Subsidiary are expressly designated as securities for the purposes of the STA.

- (g) **Capitalization.** As of the Second Restatement Date, Sponsor has made all Capital Contributions required to be made hereunder on or before the Second Restatement Date, and has irrevocably committed to each Borrower to make all remaining Capital Contributions to it no later than the date on which such Capital Contributions are required to be made hereunder. In respect of additional Capital Contributions required to be made following the Second Restatement Date pursuant to this Agreement, each of such Capital Contributions has been made no later than the date on which it is required to be made hereunder.
- (h) **Third Party Consents.** All third party consents required with respect to (i) the execution and delivery by or on behalf of the Obligor of, and performance of their respective obligations under, the Financing Documents and the Material Project Agreements (as applicable), and (ii) the assignment and grant of the security interests by the Project Subsidiaries of and in the Material Project Agreements in accordance with the Security Documents, have been received and are in full force and effect.
- (i) **Liabilities.** No Obligor has any Debt except Permitted Debt.
- (j) **Delivery of Agreements, etc.** The copy of the Limited Partnership Agreements, the constating documents of the Borrower GPs each other Obligor and each Pledgor, and each of the Material Project Agreements, together with all amendments thereto certified by appropriate officers of the Applicable Borrower and delivered to the Administrative Agent or Collateral Agent, as applicable, are true and accurate and there are no outstanding proposals to amend any such documents except as permitted in Section 7.2(e). Each Borrower has delivered to the Administrative Agent copies of all Material Project Agreements.
- (k) **Material Agreements.**
 - (i) As at the date hereof, except for the Material Project Agreements, the Limited Partnership Agreements and the agreements set out in Schedule 6.1(k)(i) none of the Obligor is a party or otherwise subject to or bound or affected by any agreement the breach, non-performance or cancellation of which or the failure of which to renew would reasonably be expected to have a Material Adverse Effect.

- (ii) Each of the Material Agreements is in full force and effect, unamended except as permitted by Section 7.2(e) or as described in Schedule 6.1(k)(i) and constitutes a valid and legally binding obligation of each of the parties thereto, enforceable against each such party in accordance with their respective terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court. All obligations and covenants set forth in the Material Agreements required to be met or complied with to the date hereof have been met or complied with except where non-compliance could not reasonably be expected to result in a Material Adverse Effect; and none of the Obligors nor to the knowledge of any of them, any other party to a Material Agreement, is in default under any of the Material Agreements where such default could reasonably be expected to result in a Material Adverse Effect and, except as disclosed to the Administrative Agent pursuant to Section 7.1(p), neither Borrower has received or given any notice of a default, disagreement or dispute under any of the Material Project Agreements (including any notice of an IESO Event of Default or a Supplier Event of Default).
- (iii) Each Project is being carried out, in all material respects, in compliance with the provisions of the Limited Partnership Agreements applicable to each relevant Project Subsidiary, and the Material Project Agreements and each Project has been duly authorised by the relevant Project Subsidiary and all necessary approvals for the relevant Project Subsidiary to enter into the Financing Documents and Material Project Agreements to which it is a party and perform and satisfy its obligations thereunder have been obtained.

(l) **PPAs.**

- (i) To each Borrowers' Knowledge, (A) all of the representations and warranties made in each PPA were true and correct when made, and (B) each of the representations and warranties made in each PPA would be true and correct if made by a Project Subsidiary when such representations and warranties were made;
- (ii) No portion of the Delivered Electricity of a Project is subject to any agreement or undertaking for the sale, delivery or conveyance thereof other than (A) the applicable PPA, (B) an agreement with a load customer relating to delivery of Contract Energy, (C) a sale of Contract Energy to the LDC pursuant to the Retail Settlement Code, or (D) such other agreement as may be required solely in order to comply with the provisions of the applicable PPA;
- (iii) Notice to Proceed, as defined in each PPA, has been issued pursuant to each PPA in respect of each Project; and
- (iv) Each Project Subsidiary is registered under the ETA and has provided notice in writing of its HST registration number to the IESO.

- (m) **Intellectual Property.** To each Borrowers' Knowledge, the intellectual property used in connection with each Project does not and will not infringe, and is not a misappropriation of, any third Person's intellectual property rights in Canada or to the knowledge of the Borrowers outside of Canada where such infringement could reasonably be expected to

result in a Material Adverse Effect, and as of the date of this Agreement, to the knowledge of the Borrowers no allegations of infringement or notices of misappropriation have been issued by any Person regarding the intellectual property used in connection with the Project.

- (n) **Financial Statements and No Material Adverse Effect.** The consolidated financial statements of each Borrower most recently delivered to the Administrative Agent and the Lenders fairly present in all material respects the consolidated financial condition of the Borrower as at such date and their respective results of operations for the fiscal period then ended, in accordance with GAAP consistently applied. Since the date of such financial statements, there has been no event which could reasonably be expected to result in a Material Adverse Effect.
- (o) **Litigation.** Other than Claims claiming solely payment (whether by way of an amount owing, damages or otherwise) of an amount not exceeding \$500,000 in the aggregate, on the date hereof there are no actions, suits or proceedings pending or, to the best of the knowledge and belief of the Borrowers, threatened against or affecting the Project, any Obligor or any of their respective undertaking, property and assets, at law, in equity or before any arbitrator or before or by any Governmental Authority in respect of which the Borrower has determined reasonably and in good faith could reasonably be expected to have a Material Adverse Effect and none of the Obligors is in default with respect to any Applicable Law or any order, writ, injunction or award of any Governmental Authority which could reasonably be expected to have a Material Adverse Effect.
- (p) **Licences, etc. and Compliance with Applicable Laws.** Except as set forth in Schedule 6.1(p) as of the date hereof, or after the date hereof as otherwise notified in writing to the Administrative Agent, all Authorizations and Environmental Permits required to enable each Project Subsidiary to carry on its business as now conducted by it and to site, build, operate, connect and maintain the applicable Project and to own, lease and operate its properties to the extent now required having regard to the present status of construction, operation, maintenance, use, occupancy or upkeep and to execute, deliver and perform its obligations under any Financing Documents or Material Agreement to which it is a party, have been duly obtained and are currently subsisting, in full force and effect, other than Authorizations which, if not obtained, would not reasonably be expected to have a Material Adverse Effect. The Obligors have complied in all respects with all terms and provisions presently required to be complied with by them in all such Authorizations and Environmental Permits and with all Applicable Laws and they are not in violation of any of the respective provisions thereof other than, in each case, any non-compliance or violation which would not reasonably be expected to have a Material Adverse Effect.
- (q) **Environmental Matters.**
 - (i) Except as disclosed in Schedule 6.1(q) as of the date hereof: (A) no Obligor and, to the best of the Borrowers' knowledge, no third party (including prior owners of the Properties or other Assets of a Borrower or a Project Subsidiary), has used, Released, generated, manufactured, produced or stored any Hazardous Substances at, upon, under, near, into or from the Properties, or transported any Hazardous Substances, in a manner that could reasonably be expected to give rise to any material liability under Environmental Law or to an Environmental Claim; (B) neither Borrower is aware of the presence of Hazardous Substances at, upon, under, near, in or from the Properties or other Assets of a Borrower or any Project

Subsidiary except in material compliance with Environmental Law; (C) no Borrower has received notice of any Environmental Claim nor is aware of any facts or circumstances which could reasonably be expected to give rise to any Environmental Claim, material environmental liability, or material violation of Environmental Law; (D) the Project, the Properties and other Assets of the Borrowers or any Project Subsidiary comply in all material respects with Environmental Law and possess and are operated in compliance with all Environmental Permits; and (E) all Environmental Permits obtained and listed in Schedule 6.1(q)(i) hereto are valid and in full force and effect, and neither Borrower is aware of any facts or circumstances that could reasonably be expected to give rise to the revocation, cancellation, termination or suspension of any such Environmental Permit due to reason of non-compliance or otherwise; and

- (ii) Each Borrower has delivered to the Administrative Agent true and complete copies of all environmental audits, evaluations, assessments, studies or tests relating to any of the Projects of which the Applicable Borrower is aware.
- (r) **Aboriginal Matters.** No Borrower has received any notice of, and neither Borrower has knowledge of, any claim, assertion or demand, written or oral, whether proven or unproven, made by any aboriginal person or group, or any person acting on behalf of any aboriginal person or group in respect of aboriginal rights, aboriginal title, treaty rights or any other aboriginal interest in or in relation to all or any portion of any of the Projects or any of the Properties that would reasonably be expected to have a Material Adverse Effect and has delivered to the Administrative Agent and the Lenders all material correspondence, notices and other documents of which either Borrower is aware, from or involving any aboriginal person or group or any person acting on behalf of any aboriginal person or group relating to the Projects or the Properties.
- (s) **Ownership of Properties and Assets.** Each Borrower and each of the Project Subsidiaries owns its Assets with good and marketable title thereto. Neither Borrower nor any Project Subsidiary owns or leases any real property (other than the Properties) and is not bound by any agreement to own or lease any other real property.
- (t) **Leased Assets.** Except as set forth in Schedule 6.1(t), as of the date hereof, each Lease ranks prior to any freehold mortgage registered on the Property and is in good standing in all material respects and all amounts owing thereunder have been paid by the Applicable Borrower (or by the applicable Project Subsidiary) except any such amount the payment obligation in respect of which is in bona fide dispute for which adequate reserves are being maintained in accordance with GAAP or any lease which is not material to the operations of the Borrower or the applicable Project Subsidiary.
- (u) **Location of Business.** The property and Assets of each Borrower and each Project Subsidiary are located solely in the Province of Ontario and in no other place or places.
- (v) **No Default or Event of Default.** No Default or Event of Default has occurred and is continuing.
- (w) **No Action for Winding-Up or Bankruptcy.** There has been no voluntary or involuntary action taken either by or against any Obligor for winding-up, dissolution, liquidation, bankruptcy, receivership, administration or similar or analogous events in respect of an Obligor or all or any material part of its assets or revenues.

- (x) **Taxes.** Each Obligor has filed all tax returns which were required to be filed, paid all Taxes which are due and payable other than any Tax the payment of which is being contested in good faith and for which adequate reserves are being maintained in accordance with GAAP.
- (y) **Security.**
 - (i) The security constituted by the Security Documents constitutes a valid and perfected first ranking charge or Lien (subject to Permitted Liens) in favour of the Collateral Agent upon the interests of the Obligors in all of the Assets of the Obligors and its nominees, if applicable, including their leasehold interest in their respective Properties and each of the Material Project Agreements (excluding Excluded Assets), free and clear of all Liens except Permitted Liens. All necessary registrations, filings or recordings of the Liens granted pursuant to the Security Documents or notice or renewals thereof, have been made in all relevant jurisdictions and no further action is necessary in order to establish and perfect the Liens in favour of the Collateral Agent over all of the Assets of the Obligors including their leasehold interests in their respective Properties and the Material Project Agreements. All partnership interests that are subject to a pledge or Security Interest pursuant to the Security Documents have been certificated and those certificates have been delivered to the Collateral Agent.
 - (ii) The security constituted by the Security Documents constitutes a valid and perfected first ranking charge or Lien (subject to Permitted Liens) in favour of the Collateral Agent upon the interests of the Pledgors in all of the Assets of the Pledgors subject to the Security Documents, free and clear of all Liens except Permitted Liens. All necessary registrations, filings or recordings of the Liens granted pursuant to the Security Documents or notice or renewals thereof, have been made in all relevant jurisdictions and no further action is necessary in order to establish and perfect the Liens in favour of the Collateral Agent over all of the Assets of the Pledgors subject to the Security Documents.
- (z) **Subsidiaries.** The Borrowers have no Subsidiaries other than the Project Subsidiaries and the Project GPs and no investment or Equity Securities in any Person other than Permitted Investments. None of the Project Subsidiaries nor Project GPs has any Subsidiaries other than as disclosed in Schedule 6.1(z) or any investment or Equity Securities in any Person other than Permitted Investments.
- (aa) **Year-End.** The Fiscal Year end of each Borrower is December 31.
- (bb) **Insurance.** All policies providing cover for property damage including builder's all-risk, operational all-risk or all-risk inland or ocean cargo policies (including delay in start-up and, business interruption, as applicable), liability (including general, automobile, employers and pollution liability), and workers' compensation for PV electricity power projects and other forms of insurance owned or held by a Borrower and/or the applicable Project Subsidiaries are: (i) sufficient for compliance with all requirements of Applicable Law and the Material Agreements; (ii) are valid, outstanding and enforceable policies; (iii) provide adequate insurance coverage in at least such amounts and against at least such risks (but including in any event, public liability) as would be prudent for Persons engaged in similar businesses and owning similar properties and assets in the same general areas in which a Borrower operates; and (iv) satisfy the requirements of Schedule 5.3(h). All such

policies are in full force and effect, all premiums with respect thereto have been paid in accordance with their respective terms, and no notice of cancellation or termination has been received with respect to any such policy. Neither a Borrower nor any Project Subsidiary maintains any formalized self-insurance program with respect to any Project, its Assets or operations or material risks with respect thereto, other than as consented to by the Lenders. As of the date hereof, the certificates of insurance to be delivered to the Administrative Agent and Collateral Agent pursuant to Section 5.1(g) contain accurate and complete descriptions of all policies of insurance owned or held by each Borrower on such date.

- (cc) **Expropriation.** To the knowledge of the Borrowers, no part of any real estate leased by any Project Subsidiary has been taken or expropriated by any Governmental Authority nor to the Borrowers' Knowledge has any written notice or proceeding in respect thereof been given or commenced nor is either Borrower aware of any intent or proposal to give any such notice or commence any proceedings.
- (dd) **Pension Plans.** No Obligor has established or maintains a Pension Plan.
- (ee) **Roads, etc.**
 - (i) All roads necessary for the full utilization of each Project for its intended purposes under the Material Project Agreements have either been completed or the necessary rights of way therefor have been acquired, or will be acquired in the ordinary course; and
 - (ii) all necessary easements, rights of way, agreements and other rights for the construction, interconnection and utilization of the distribution lines have been acquired, or will be acquired in the ordinary course;
 - (iii) in each case appropriate for such Project at its then given state of construction.
- (ff) **Sufficiency of Project Agreements.** Other than those that can be reasonably expected to be commercially available when and as required, each Project Subsidiary has all rights necessary:
 - (i) to secure any right material to the acquisition, leasing, development, construction, installation, completion, operation and maintenance of the relevant Project in accordance with all Applicable Laws, all without reference to any proprietary information not owned by such Project Subsidiary or available to the Applicable Borrower under the Material Project Agreements;
 - (ii) for such Project and to enable the Contract Facility to be located, constructed, operated and maintained on the Properties; and
 - (iii) to provide adequate ingress and egress for any reasonable purpose in connection with such Project under the Material Project Agreements.
- (gg) **Financial Model, Project Budget, etc.** The Borrowers have prepared the Financial Model and each Project Budget and are responsible for developing the assumptions on which the Financial Model and each Project Budget are based. Each of the Financial Model and Project Budget (i) is based on reasonable assumptions as to all legal and factual matters

material to the estimates set forth therein, and (ii) is consistent with the provisions of the Material Project Agreements.

- (hh) **Construction of Projects.** To the Borrowers' Knowledge, all work done on each Project has been done in a good and workmanlike manner and in accordance with the Material Project Agreements, Prudent Utility Practices and all Applicable Laws.
- (ii) **Disclosure.** To the best knowledge of the Borrowers after due inquiry, as of the Second Restatement Date, neither this Agreement, nor any Financing Document nor any certificate furnished to the Administrative Agent and the Collateral Agent, any Lender or the Independent Engineer by a Borrower or on behalf of a Borrower, in connection with the transactions contemplated by this Agreement, the other Material Project Agreements, taking into account documentation furnished to the Administrative Agent and the Collateral Agent, the Lenders or to the Independent Engineer on or prior to the date hereof (such information to be taken as a whole, including updated or supplemented information), contains any untrue statement of a fact or omits to state a fact necessary in order to make the statements contained herein or therein not materially misleading under the circumstances in which they were made at the time such statements were made. There is no fact known to a Borrower which, as of the Second Restatement Date, a Borrower has not disclosed to the Administrative Agent, the Collateral Agent or the Lenders in writing which could reasonably be expected to have a Material Adverse Effect.
- (jj) **Sanctions/Anti-Corruption Representations.**
 - (i) No Obligor nor their respective directors, officers, agents, employees and any Person acting for or on their behalf is named on any list of persons, entities, and governments issued by OFAC pursuant to the Terrorism Order that is or is owned or controlled by, or acting on behalf of persons that are: (i) the target of any economic or financial sanctions or trade embargos administered by the US Government, including, without limitation, OFAC, the US Department of the State, or other relevant Sanctions Authority ("**Sanctions**"), named on any Sanctions List, located, organized, or resident in a Sanctioned Country; or otherwise a Sanctioned Person, as in effect on the date hereof, or any similar list issued by OFAC (collectively, the "**OFAC Lists**").
 - (ii) No Obligor nor their respective directors their respective directors, officers, agents, employees and any Person acting for or on their behalf is a person or entity determined by the Secretary of the Treasury pursuant to the Terrorism Order to be owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in the OFAC Lists ("**Sanctioned Persons**").
 - (iii) No Obligor nor their respective directors any of their respective directors, officers, employees or agents have engaged in, nor are now engaged in any dealings or transactions with any Sanctioned Person that at the time of the dealing or transaction is or was a Sanctioned Person, in any manner that would reasonably be expected to result in any Secured Creditor being in breach of any Sanctions or becoming a Sanctioned Person.

- (iv) No Obligor nor any of its directors, agents or affiliates (i) has any of its assets in Sanctioned Persons; or (ii) derives any operating income from investments in or transactions with Sanctioned Persons or Sanctioned Countries.
- (v) None of the transactions contemplated hereby will violate (i) the United States Trading with the Enemy Act (12 U.S.C. 95a and 12 U.S.C. 95b, as amended), (ii) any of the foreign assets control regulations of the U.S. Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto (as amended, the “**Department of Treasury Rule**”), (iii) Executive Order No. 13224 (as amended, the “**Terrorism Order**”), or (iv) the Patriot Act, (v) Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), (vi) the Criminal Code (Canada), and (vii) the United Nations Act (Canada) (all of the foregoing and any other Federal laws of the U.S. and Canada relating to terrorism or money laundering, including regulations administered by OFAC, “**Anti-Terrorism Laws**”). No Obligor or controlled Affiliate of Sponsor or their respective directors, officers, agents, employees and any Person acting for or on their behalf is a “blocked person” as described in Section 1 of the Terrorism Order or a Person described in the Department of the Treasury Rule. No Obligor nor any controlled Affiliate of Sponsor or their respective directors, officers, agents, employees and any Person acting for or on their behalf engages in any dealings or transactions, or is otherwise associated, with any such “blocked person” or any such Person described in the Department of Treasury Rule.
- (vi) No Obligor nor any controlled Affiliate of Sponsor and their respective directors, officers, agents, employees and any Person acting for or on behalf of any Obligor, acting in such capacity, are in compliance with the FCPA, CFPOA and any other applicable anti-bribery or anti-corruption law (“**Anti-Corruption Laws**”), and it and they have not made, offered, promised or authorized, whether directly or indirectly, any payment, of anything of value to a Government Official that all or some portion will be used for the purpose of: (i) influencing any act, decision or failure to act by a Government Official in such Person’s official capacity, (ii) inducing a Government Official to use such Person’s influence with a government or instrumentality or Governmental Authority to affect any act or decision of such government or instrumentality or Governmental Authority, or (iii) securing an improper advantage, in each case in order to obtain, retain or direct business.
- (vii) Each Obligor and any controlled Affiliate of Sponsor and their respective directors, officers, agents and employees are, with respect to actions conducted in such capacities, are in compliance with the FCPA, CFPOA and all other applicable Anti-Corruption Laws. No Obligor, nor any director, officer, agent or employee of any such party is aware of or has taken any action, directly or indirectly, that would result in a violation by any Obligor or their respective directors, officers, agents or employees of the FCPA, CFPOA or other applicable Anti-Corruption Law. Each Obligor maintains policies and procedures reasonably designed to promote and achieve continued compliance with the FCPA, CFPOA and all other applicable Anti-Corruption Laws.
- (viii) None of the proceeds of Advances will be used, directly or indirectly, for any payments to any Governmental Official or anyone else acting in an official

capacity, in order to obtain, retain or direct business or obtain any improper advantage in violation of the FCPA or any other Anti-Corruption Law.

- (kk) **Regulation T, U or X.** No Obligor is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of any credit obtained hereunder have been or will be used for a purpose which violates, or would be inconsistent with, Regulation T, U or X of the F.R.S. Board. Terms for which meanings are provided in Regulation T, U or X of the F.R.S. Board or any regulations substituted therefor, as from time to time in effect, are used in this Section 6.1(kk) with such meanings.
- (ll) **Borrower; General Partner; Obligor Business.**
 - (i) The sole business of each Borrower GP is being the general partner of the Applicable Borrower and it holds no assets other than the general partner unit(s) of the Applicable Borrower.
 - (ii) The sole business of each Borrower is holding Equity Securities in its Project Subsidiaries and it holds no assets other than Equity Securities in the Project Subsidiaries.
 - (iii) The sole business of each Project GP is being the general partner of a Project Subsidiary and each holds no assets other than the general partner unit(s) of the applicable Project Subsidiary.
 - (iv) The sole business of the Project Subsidiaries is constructing, owning and operating the Projects and they hold no assets other than in connection with the applicable Project(s).
- (mm) **Employees.** No Obligor has any employees.
- (nn) **Utilities.** All utility services necessary for the construction and the operation of each of the Projects for its intended purposes are available at the Sites or will be so available as and when required upon commercially reasonable terms.
- (oo) **Force Majeure.** As at the date hereof, except as disclosed in
- (pp) Schedule 6.1(oo) none of the Projects, the business nor the properties of any of the Obligors nor (to any Obligor's knowledge) any of the IESO or any applicable LDC, have been materially adversely affected by any event of Force Majeure.
- (qq) **Community Eligibility.** Subject to Section 7.3, each of the Community Projects has a Community Participation Level greater than the minimum level required by Applicable Law and has met the Target Qualifying Membership; and each of the Community Project Subsidiaries continues to qualify as a Community Investment Member and each of the Community Projects continues to qualify as a Community CCSA Project, if applicable. Each of the First Nation Projects has an Aboriginal Participation Level no less than the level was at the time the applicable First Nation Project First became subject to the terms of this Agreement; and each of the First Nation Projects continues to qualify as an Aboriginal Participation Project.
- (rr) ***Intentionally Deleted.***

- (ss) **Management Fees.** Any other management fees as disclosed in the Project Budget and the Financial Model or otherwise permitted by the Lenders, acting reasonably and except with respect to Restricted Payments permitted pursuant to Section 7.2(j) no Obligor is a party to or bound by any contract or commitment to pay any royalty, licence fee, development fee, management fee or other similar fee or payment in connection with any of the Projects.
- (tt) **Curtailment.** None of the Projects is connected to the grid at transmission voltage. Each Project will at its COD be connected at distribution voltage level. None of the Projects is, as at the Second Restatement Date, required to be a “registered market participant” under the IESO Market Rules.
- (uu) **Key-Men.** All of the Persons referred to in the definition “Triggering Key-Man Event” are a principal, officer or employee of Grasshopper Solar Corporation, the Sponsor or Holdco.

The representations and warranties set out in this Section 6.1 shall survive the execution and delivery of this Agreement and the making of any Advances notwithstanding any investigations or examinations which may be made by the Lenders, the Administrative Agent, the Collateral Agent, their advisors or their counsel.

ARTICLE 7

COVENANTS

7.1 Affirmative Covenants

Each Obligor covenants and agrees with the Administrative Agent, the Collateral Agent and the Lenders (and as set forth below, the Collateral Agent) that, unless the Lenders otherwise consent in writing, so long as the Lenders have any obligation to make any of the Facilities available, any Advances are outstanding or a Borrower has any obligations under this Agreement:

- (a) **Financial Reporting.** The Borrowers shall deliver, or cause to be delivered, to the Administrative Agent and each of the Lenders:
 - (i) within 60 days after the end of each fiscal quarter of the Applicable Borrower in each Fiscal Year, commencing with the fiscal quarter ending June 30, 2023, the unaudited consolidated financial statements of the Applicable Borrower and unconsolidated for each Project Subsidiary prepared in accordance with GAAP consisting of a balance sheet, a statement of income and a statement of changes in cash flows for the period commencing with the end of the previous fiscal quarter and ending with the end of such fiscal quarter, together with the figures for the year-to-date and setting forth, in each case, in comparative form, the figures for the corresponding portion of the previous Fiscal Year;
 - (ii) within 120 days after the end of each Fiscal Year of the Applicable Borrower (commencing with the Fiscal Year ending December 31, 2023), the audited consolidated financial statements of the Applicable Borrower for such year prepared in accordance with GAAP consisting of a balance sheet, a statement of income and a statement of changes in cash flows, setting forth the corresponding figures for the previous Fiscal Year in comparative form, together with the report thereon of an independent auditor, being KPMG Canada or another independent auditor approved by the Lenders in writing;

- (iii) together with the financial statements delivered pursuant to Sections 7.1(a)(i) and (ii), a certificate of an officer of the Applicable Borrower to the effect that (A) the information contained in such statements is prepared and presented in accordance with GAAP as then in effect and in a manner consistent with the past practices of the Borrowers, and that such financial statements are accurate and complete in all material respects, subject to normal year-end audit adjustments in the case of unaudited financial statements, and present fairly in all material respects the results of operations and changes in the financial position of the Applicable Borrower, as of and to the date of such financial statements and (B) stating that the Applicable Borrower is in compliance with the covenants set forth in Article 7, (C) providing a calculation of compliance with the financial covenants set forth in Section 7.3 as of the most recent date on which such financial covenants are required to be calculated, (D) that each of the representations and warranties of the Applicable Borrower set forth in Section 6.1 is true and correct in all material respects by reference to the facts and circumstances existing on the date of such certificate unless stated to be made as of a specified date, which date is acceptable to the Administrative Agent (or specifying inaccuracies therein), (E) that no Default or Event of Default has occurred and is continuing (or specifying such non-compliance or Default or Event of Default and stating what action, if any, the Applicable Borrower is taking in connection therewith) and (F) providing details of any Restricted Payments and a calculation of compliance with the financial ratio set forth in Section 7.3 after giving effect to such Restricted Payments; and
 - (iv) any such reports delivered or filed by the Applicable Borrower with the Administrative Agent shall be considered for informational purposes only and the Administrative Agent's receipt of such reports shall not constitute notice or actual knowledge of any information contained therein or determinable from information contained therein, including the Applicable Borrower's compliance with any of its covenants hereunder (as to which the Administrative Agent is entitled to rely exclusively on an officer's certificate).
- (b) **Project Budget.** Each Borrower shall deliver to the Administrative Agent annually at least 30 days before the end of the Borrower's Fiscal Year, an updated Project Budget for the following four quarter period that shall, *inter alia*:
- (i) contain a detailed breakdown of all obligations undertaken by the Obligors in respect of each Project;
 - (ii) contain a detailed breakdown of Project Revenues on a Portfolio, Project Subsidiary and Project-by-Project basis, including electricity production (if applicable) on a monthly basis;
 - (iii) contain a detailed breakdown of Operating Expenses on a Portfolio, Project Subsidiary and Project-by-Project basis;
 - (iv) contain details of any Capital Expenditures on a Portfolio, Project Subsidiary and Project-by-Project basis;
 - (v) other than to an immaterial extent, reflect the differences between the matters set out in such Project Budget and the current Project Budget; and

(vi) *Intentionally Deleted.*

- (c) **Reports under MSA Agreements.** Each Borrower will deliver to the Administrative Agent and the Technical Agent a copy of all annual reports and Annual Budgets (as such term is defined in each MSA) specified in each MSA Agreement and other monthly service reports and monthly operating data and reports on material malfunctions and emergencies received by it or the Project Subsidiaries from the MSA Contractor under the applicable MSA Agreements within five Banking Days of receipt by the Borrower of the same. Each Project Subsidiary shall deliver the final operations and maintenance manual for its Project to the Lenders and any amendments or variations thereof.
- (d) **Operating Status Reports.** The Applicable Borrower shall deliver to the Administrative Agent:
- (i) a quarterly operating status report within 20 days after the end of each fiscal quarter attesting to the following matters on a Portfolio and Project Subsidiary basis:
 - (A) average percentage availability during the previous quarter;
 - (B) number of MW hours produced during the previous quarter;
 - (C) details of any curtailment orders received during the previous quarter;
 - (ii) a quarterly financial report within 45 days after the end of each calendar quarter attesting to the following matters on a Portfolio and Project Subsidiary basis:
 - (A) a statement of Project Revenues received in the previous quarter;
 - (B) a statement of Operating Expenses incurred in the previous quarter;
 - (C) a statement of Capital Expenditures made in the previous quarter;
 - (D) a statement of major maintenance expenses incurred in the previous quarter, including major maintenance expenses paid for with amounts drawn from the Major Maintenance Reserve Account;
 - (E) a statement of operating cash flows in the previous quarter;
 - (F) a statement certifying compliance with the Supply Requirements;
 - (G) a statement certifying that no Adverse MicroFIT Event has occurred; and
 - (H) a comparison of the figures above as against the Project Budget for (I) the previous quarter, and (II) the then applicable year-to-date period;
 - (iii) an annual operating status report within 30 days after the end of each calendar year attesting to the matters set out in Section 7.1(d)(i)(A) through Section 7.1(d)(i)(C) above on a Project-by-Project basis, along with a comparison of those figures as against the Project Budget for such year;

- (iv) within 10 Banking Days of each DSCR Calculation Date, the Applicable Borrower shall deliver to the Administrative Agent an Officer's Certificate attesting to: (x) the balances on deposit in each of the Accounts, and (y) calculations of the DSCR for the 12-month period preceding that DSCR Calculation Date (a "**DSCR Calculation Certificate**");
 - (v) within 10 days of each calendar month, the Borrowers shall deliver to the Administrative Agent, the Collateral Agent and the Technical Agent (1) month-end bank statements and cheque ledgers of the Petty Cash Account, the Lease Payment Account and the Residential Trust Accounts, each in form and substance reasonably satisfactory to the Administrative Agent (at the direction of the Lenders) and the Technical Agent.
- (e) **Material Deviation Report.** In respect of the Portfolio and of each Project, in the event of any deviation of greater than 20% from the Original Project Budget in respect of total revenues, total expenses and total costs for the calendar year, within 10 days of the occurrence of such deviation, the Borrowers shall deliver to the Administrative Agent a report attesting to the following matters:
- (i) a narrative description of the deviation (including the reasons for such deviation);
 - (ii) the aggregate amount and source(s) of such deviation; and
 - (iii) the steps the Borrowers are proposing to take to address such deviation.
- (f) **Participation Project Reports.**
- (i) Subject to Section 7.3, within (A) 10 Banking Days following receipt by a Borrower of the following from the applicable Community Project Subsidiary, or (B) if not otherwise delivered within the previous 12 months, 30 days after the end of each Fiscal Year, the Applicable Borrower or the applicable Community Project Subsidiary shall deliver to the Administrative Agent a written report with details specifying: (i) the Community Participation Level in respect of the Community Projects (on a Project Subsidiary specific basis) as of the last day of that Fiscal Quarter and (ii) a breakdown of the number of Qualifying Members for each Project, and in each case, together with a comparison to the corresponding figures for the prior Fiscal Quarter.
 - (ii) Within (A) 10 Banking Days following receipt by the Applicable Borrower of the following from the applicable First Nation Project Subsidiary, or (B) if not otherwise delivered within the previous 12 months, 30 days after the end of each Fiscal Year, the Applicable Borrower or the applicable First Nation Project Subsidiary shall deliver to the Administrative Agent a written report with details specifying the Aboriginal Participation Level in respect of the First Nation Projects as of the last day of that Fiscal Quarter, together with a comparison to the corresponding figures for the prior Fiscal Quarter.
 - (iii) Within (A) 10 Banking Days following receipt by the Applicable Borrower of the following from the applicable Municipal Project Subsidiary or Public Sector Project Subsidiary, or (B) if not otherwise delivered within the previous 12 months, 30 days after the end of each Fiscal Year, the Applicable Borrower or the

applicable Municipal Project Subsidiary or Public Sector Project Subsidiary shall deliver to the Administrative Agent a written report with details specifying the Municipal or Public Sector Entity Participation Level in respect of the Municipal Projects or the Public Sector Projects, as applicable, as of the last day of that Fiscal Quarter, together with a comparison to the corresponding figures for the prior Fiscal Quarter.

- (g) **Maintaining Adequate Community Participation.** Subject to Section 7.3, if, in relation to any Community Project: (i) the number of Qualifying Members is at any time fewer than the Target Qualifying Membership, the Applicable Borrower and the applicable Community Project Subsidiary shall use commercially reasonable efforts to add additional Qualifying Members as is necessary to meet or exceed the Target Qualifying Membership; and (ii) the Community Participating Level at any time falls below the level required by Applicable Law or fails to meet the Target Qualifying Membership, the Applicable Borrower and the applicable Community Project Subsidiary shall use commercially reasonable efforts to restore the Community Participation Level to greater than the level required by Applicable Law plus an additional 10 Qualifying Members (but only an additional five Qualifying Members in the case of the LDREC Project).
- (h) **Maintaining Adequate Aboriginal Participation.** If, in relation to any First Nation Project, the Aboriginal Participation Level at any time falls below the level the related First Nation Project was when it First became subject to the terms of this Agreement, the Borrowers and the applicable First Nation Project Subsidiary shall use commercially reasonable efforts to restore the Aboriginal Participation Level to such initial level.
- (i) **Status.** Subject to Section 7.2(a), (i) each Borrower will remain a limited partnership formed under the laws of Ontario and qualified in all material respects to carry on business in each jurisdiction where necessary to conduct its business, (ii) each Borrower GP will remain a corporation duly incorporated or organized and validly subsisting under the laws of Ontario, registered or otherwise qualified in all material respects to carry on business in each jurisdiction where necessary to conduct its business; and (iii) each Project Subsidiary will remain a limited partnership or corporation, as applicable, formed under the laws of Ontario and qualified in all material respects to carry on business in each jurisdiction where necessary to conduct its business.
- (j) **Prompt Payment.**
 - (i) Each Obligor will duly and punctually pay all sums of money due and payable by it under, and otherwise perform the terms of this Agreement, the Material Project Agreements and all other Financing Documents at the time and place and in the manner provided herein and therein.
 - (ii) If an Obligor fails to make a lease payment to a homeowner in respect of a MicroFIT Project (a “**Lease Payment**”), each Obligor acknowledges and agrees that the Lenders may step-in and make such Lease Payment on such Obligor’s behalf whether or not an Event of Default is triggered as a result of non-payment of such Lease Payment. If the Lenders make a Lease Payment on an Obligor’s behalf, such corresponding amount with interest thereon charged at a rate equal to the Applicable Margin shall be added to the amount of Advances outstanding and are fully indemnifiable in accordance with Section 12.2.

- (k) **Accounts.** Each Borrower shall, and shall cause the Project Subsidiaries to, maintain all Accounts and deposit all funds received (including all funds received from the IESO or an LDC) into such Accounts in accordance with Article 8.
- (l) **Use of Proceeds.** Each Borrower shall use the proceeds of Advances solely for the purposes specified in Section 2.3.
- (m) **Maintenance of Assets.** Each Obligor will maintain and preserve all of its Assets that are necessary for the conduct of its business in good working order and condition, ordinary wear and tear excepted, in accordance with prudent industry standards (including Prudent Utility Practices).
- (n) **Defend Title.** Each Obligor will defend the title of its Assets against the claims and demands of all Persons other than the Administrative Agent, the Collateral Agent and the Lenders, except where failure to do so would not have Material Adverse Effect.
- (o) **Notice of Event of Default.** Each Borrower will deliver to the Administrative Agent, forthwith upon becoming aware of any Adverse MicroFIT Event, Default or Event of Default, an Officer's Certificate specifying such Adverse MicroFIT Event, Default or Event of Default together with an Officer's Certificate setting forth details of such Adverse MicroFIT Event, Default or Event of Default and the action which has been, or is proposed to be, taken with respect thereto.
- (p) **Other Notifications.** The Applicable Borrower shall promptly provide the Administrative Agent with a copy of any report of the Independent Engineer made available to the Applicable Borrower which has not already been made available to the Administrative Agent and shall notify the Administrative Agent of (and if applicable provide to the Administrative Agent copies of such documents):
 - (i) any change in the name or jurisdiction of incorporation or organization of any Obligor or Sponsor and of any change in the location of the registered office or chief executive office or material assets of either of them which are subject to a Lien in favour of the Collateral Agent for the benefit of the Secured Creditors promptly and in any event at least five Banking Days prior to any such change;
 - (ii) any actions, suits or proceedings of which it becomes aware which are pending against or, to the best of its information, knowledge and belief, affecting an Obligor or any of their respective undertaking, property and assets at law, in equity or before any arbitrator or before or by any Governmental Authority in respect of which the Applicable Borrower determines acting reasonably and in good faith which could reasonably be expected to have a Material Adverse Effect, promptly and in any event within three Banking Days of becoming so aware;
 - (iii) any proposed material amendment to a Material Agreement or the Plans and Specifications, promptly and in any event at least ten Banking Days prior to such amendment being entered into;
 - (iv) the occurrence of any event resulting in Force Majeure under any of the PPAs or any similar event under any of the other Material Project Agreements, promptly and in any event within three Banking Day of becoming aware of such event;

- (v) any material damages set-offs, or penalties assessed pursuant to any PPA;
- (vi) a material document, notice or other form of written communication to the IESO pursuant to the terms of any of the PPAs concurrently with the delivery thereof to the IESO including, if any of the Projects has attained COD where less than 100% of the Contract Capacity for such Project is available to Deliver Electricity, a copy of all documents and certificates delivered in connection with Section 2.6(d) of each of the PPAs;
- (vii) any notices material to the applicable Project received from the IESO or an LDC pursuant to a PPA or a Connection Agreement (other than a notice referred to in Section 7.1(nn), which will be governed by that Section), promptly and in any event within three Banking Days of receipt thereof;
- (viii) the setting off of any amounts owed by the IESO to a Project Subsidiary against any amounts owed by such Project Subsidiary to the IESO;
- (ix) the occurrence of any proceeding for the expropriation of any Assets of a Borrower or any Project Subsidiary, promptly and in any event within three Banking Days of becoming aware of such event;
- (x) any cancellation or material change in the terms, coverages or amounts of any insurance described in Schedule 5.3(h), promptly and in any event within three Banking Days of becoming aware of such change;
- (xi) any dispute, alleged default or event which could cause or which could permit any Person to terminate a Material Agreement, promptly and in any event within three Banking Days of becoming aware of such event, unless notice thereof has previously been delivered pursuant to Section 7.1(nn);
- (xii) any material change or amendment to the Project Budget promptly and in any event within three Banking Days of becoming aware of such event;
- (xiii) any default under, or notice of default received or issued by an Obligor under, any of the Material Project Agreements, setting forth the details of the same and the action that the Applicable Borrower has taken and proposes to take with respect thereto, promptly but in any event within three Banking Days after such Obligor obtains knowledge or becomes aware thereof, unless notice thereof has otherwise been previously been delivered pursuant to Section 7.1(nn);
- (xiv) any event which has caused a Material Adverse Effect setting forth the details of the same and the action that the Applicable Borrower has taken and proposes to take with respect thereto, promptly but in any event within three Banking Days after any Obligor obtains knowledge or becomes aware thereof;
- (xv) promptly (but in any event within five Banking Days thereof) notice of the receipt by an Obligor of any allegations of infringement or receipt of any notice of misappropriation being issued by any Person regarding any intellectual property used in connection with a Project;

- (xvi) such other matters or information respecting the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrowers or the Projects as the Administrative Agent or the Lenders may from time to time reasonably request; and
 - (xvii) upon any Borrower, the First Nation Project Subsidiary, or a Community Project Subsidiary being required to provide a “Notice of Decrease” to the IESO under the applicable PPA.
- (q) **Notice of Liens.** Promptly upon receipt of written notice of or otherwise becoming aware that there is a preserved or perfected Lien (other than a Permitted Lien) against a Project or part thereof, or upon receiving notice from the Administrative Agent that the Administrative Agent, the Collateral Agent or a Lender has received “written notice of a lien” (as that term is defined in the CLA) relating to a Project, the Applicable Borrower shall discharge or cause to be discharged such lien or cause to be withdrawn such “written notice of a lien”, in either case as soon as reasonably possible and in any event prior to the next Drawdown of an Advance. For the avoidance of doubt, nothing herein shall require the Administrative Agent or Collateral Agent to file financing statements, financing change statements, or continuation statements, or be responsible for maintaining the security interests purported to be created as described herein (except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder or under any other Financing Document) and such responsibility shall be solely that of the Applicable Borrower.
- (r) **Compliance with Applicable Laws.** Each Project Subsidiary shall comply, and shall use its best efforts to cause the MSA Contractor to comply (with respect to its Project and the relevant MSA Agreement) with all Applicable Laws, except in each case where any non-compliance could not reasonably be expected to have a Material Adverse Effect.
- (s) **Necessary Authorizations.** Each Obligor shall obtain (as and when required), maintain in full force and effect and, where applicable, renew and comply in all material respects with the terms of all material Authorizations from, and make such filings with, any Governmental Authority as may be necessary to carry on each Project and its business, to own, lease and operate its properties and to enable it to enter into and perform its obligations under each of the Financing Documents and each of the Material Agreements and to render each Financing Document and each Material Agreement legal, valid, binding and enforceable.
- (t) **Environmental.** Each Project Subsidiary shall, and shall use its best efforts to cause the MSA Contractor to: (i) at all times ensure material compliance with Environmental Law; (ii) not to Release any Hazardous Substances at, on, under or from the Properties or other Assets of a Borrower, or any Project Subsidiary, nor to permit same, at any time in material violation of Environmental Law; (iii) promptly notify the Administrative Agent of: (A) any Release of any Hazardous Substances at, on, under or from the Properties or other Assets of the Borrowers or any Project Subsidiary in material violation of any Environmental Law; (B) any Environmental Claim received by a Borrower or any Project Subsidiary of or relating to any actual or alleged material violation of any Environmental Law; and (C) any facts or circumstances which could reasonably be expected to give rise to a material Environmental Claim, material compliance costs, material remedial action or material breach of any Environmental Law; (iv) remove promptly any Hazardous Substance from the Properties or other Assets of the Borrowers or any Project Subsidiary where failure to

do so could reasonably be expected to have a Material Adverse Effect; (v) provide the Administrative Agent and the Lenders with any assessment and/or audit report if such report has been required or requested by any Governmental Authorities; and (vi) permit the Administrative Agent and the Independent Engineer, acting reasonably, at the expense of Lenders or, if the Applicable Borrower fails to provide related the assessment or audit report pursuant to (v) above, at the expense of the Borrowers, to conduct such investigations, assessments or audits as the Administrative Agent or the Independent Engineer in its reasonable discretion deems appropriate to determine whether: (I) Hazardous Substances exist at, on, under or near any part of the Properties or other Assets of the Borrowers not in compliance with Environmental Law and to determine the source, quantity and type of such Hazardous Substances, if any; and (II) the relevant Project, the Properties or other Assets of the relevant Obligor or any activities conducted at such properties comply with Environmental Laws, and the Applicable Borrower shall cooperate with the Administrative Agent and the Independent Engineer in conducting such investigations, assessments and audits. Waiver or amendment of this covenant (t) requires consent of the Collateral Agent if such waiver or amendment could reasonably be expected to result in, or increase the risk of, liability to the Collateral Agent.

(u) Insurance.

- (i) Each Borrower shall maintain all insurance requirements specified in Schedule 5.3(h) and will maintain the insurance that is required in any Project Agreement and shall cause the Collateral Agent, for its own benefit and for the benefit of the Secured Creditors, to be endorsed as the first loss payee with respect to the Projects on such policies of insurance for loss of property and any resulting loss of revenues in respect of all of its property and endorsed to include the Administrative Agent, the Collateral Agent, the Lenders and their successors and assigns, as additional insureds under all liability (with the exception of any workers' compensation and automobile liability) policies, and with a waiver of subrogation in favour of the Administrative Agent, the Collateral Agent and the Lenders under all insurance specified in Schedule 5.3(h) (excluding automobile liability and workers compensation). Each Borrower shall comply with all covenants contained in Schedule 5.3(h). Waiver or amendment of the requirements contained in Schedule 5.3(h) shall require consent of the Administrative Agent and the Technical Agent.
- (ii) Annually, on or about each anniversary of the Second Restatement Date, the Applicable Borrower shall cause the Insurance Advisor to deliver to the Collateral Agent an insurance compliance certificate confirming that all insurance required pursuant to Schedule 5.3(h) remains in full force and effect and that all premiums then due thereon have been paid.

(v) Visitation and Inspection Rights.

- (i) The Borrowers and each Project Subsidiary shall permit the Administrative Agent, the Lenders (including their appointed auditors or other advisors) and the Independent Engineer, at any reasonable time or times, within normal business hours, following reasonable notice to the Applicable Borrower and each Project Subsidiary to conduct an Annual Inspection. Each Borrower agrees to reimburse the Administrative Agent, Lenders (including their appointed auditors or other advisors) and the Independent Engineer for its out-of-pocket costs and expenses

relating to (i) one such Annual Inspection each calendar year after the Second Restatement Date, provided that the total maximum amount to be reimbursed to all parties by the Applicable Borrower or Project Subsidiary is in aggregate \$65,000 per Annual Inspection, payable for the first two such Annual Inspections only and (ii) all such visits for so long as a Default or Event of Default is in effect. In the event an Annual Inspection reveals any material deficiencies or errors by the Borrowers, the cost of rectifying such material deficiencies and errors shall be at the Borrowers' cost over and above the \$65,000 cap set out above. In the event an Annual Inspection is conducted at the cost of the Administrative Agent or the Lenders and such inspection reveals material deficiencies or errors by the Borrowers, the Borrowers will reimburse the Administrative Agent or Lenders, as applicable, for the cost of such inspection up to \$65,000 and the cost of rectifying such material deficiencies and errors shall be at the Borrowers' cost.

- (ii) The Borrowers and each Project Subsidiary shall permit the Independent Engineer and any other authorized representatives of the Administrative Agent and the Lenders, upon reasonable prior written notice and at reasonable times, to carry out technical inspections of a particular Project; provided that such inspections shall be carried out in a manner that does not unreasonably disrupt such Project and are in compliance with all generally applicable health, safety and security procedures and Applicable Law.
- (iii) The Administrative Agent and the Lenders shall use reasonable commercial efforts to minimize the disruption to the operation of each Project in the exercise of its rights under the provisions of this Section 7.1(v), and shall, respectively, indemnify the Borrowers for any claims, losses, liabilities, suits and damages arising from damage to tangible property or bodily injury caused by the Administrative Agent or the Lenders as the case may be and its or their respective officers, employees, agents and contractors, other than the Independent Engineer.
- (w) **Keeping of Books.** The Borrowers and each Project Subsidiary shall keep proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Borrowers and each Project Subsidiary in accordance with GAAP consistently applied.
- (x) **Compliance with Material Project Agreements and Other Material Agreements.** Each Borrower and each Project Subsidiary shall comply in all respects and perform its obligations under all Material Project Agreements to which it is a party and the Borrowers and each Project Subsidiary shall comply in all respects and perform its obligations under all other Material Agreements to which it is a party except if the non-compliance or non-performance of obligations thereunder could reasonably be expected to have a Material Adverse Effect.
- (y) **Enforcement of Material Project Agreements.** Subject to Section 7.2(dd), each Borrower and each Project Subsidiary shall, when it is in the best interest of a Project to do so, enforce all of its rights and remedies under each of the Material Project Agreements to which it is a party in accordance with the terms thereof.
- (z) **PPAs.** As required by the IESO pursuant to a PPA:

- (i) the Applicable Borrower shall ensure with respect to each Project that the IESO is satisfied that no portion of the Contract Energy or Related Products is subject to any agreement or undertaking for the sale, delivery or conveyance thereof other than (A) the PPA, (B) an agreement with a load customer relating to delivery of contract energy, or (C) a sale of contract energy to the LDC pursuant to the Retail Settlement Code; and
 - (ii) the Applicable Borrower shall ensure with respect to each Project that at all times the relevant Project Subsidiary is registered under the ETA and that the IESO has notice in writing of such Project Subsidiary's HST registration number.
- (aa) **New Material Agreements.** If any Obligor enters into a Material Agreement after the Second Restatement Date, such Obligor will, at least 15 Banking Days prior to entering into such Material Agreement, ensure that the form and substance of such proposed Material Agreement is satisfactory to the Administrative Agent, acting reasonably, and, upon execution and delivery of such Material Agreement, shall provide a copy thereof to the Administrative Agent, together with a specific assignment, and any consent required to permit such Obligor to assign by way of security, any such Material Agreement to the Collateral Agent for the benefit of the Secured Creditors. For avoidance of doubt, any new Agreement shall not be deemed to be a Material Agreement if it requires in the aggregate payment by such Obligor of less than \$250,000 in any Fiscal Year.
- (bb) **Cooperation.** Subject to appropriate confidentiality agreements being entered into if required, each Obligor at all times shall cooperate fully with the Independent Engineer and with any other consultant appointed by the Administrative Agent from time to time in supplying all information and performing all necessary acts in order to permit the Independent Engineer and any other consultant to prepare and deliver any report reasonably requested by the Administrative Agent in a timely fashion and in compliance with the requirements for any such report.
- (cc) **Use of Insurance Proceeds.** If an Obligor receives proceeds from policies of insurance ("**Insurance Proceeds**") in respect of any of its Assets in respect of which a Security Interest has been granted pursuant to the Security Documents, as a result of one or more insurable events during the term of this Agreement, a Borrower or the Project Subsidiary, as applicable, shall forthwith deposit or cause such proceeds to be applied as follows:
 - (i) if the aggregate amount of Insurance Proceeds received at such time is less than the Insurance Threshold and no Default or Event of Default is then in effect (except for any Default or Event of Default related to the event giving rise to the Insurance Proceeds), to be used, or committed to be used, to repair or replace the Assets in respect of which the insurance proceeds were received with any balance remaining thereafter to be deposited to the Borrower Revenue Account;
 - (ii) if the aggregate amount of Insurance Proceeds received at such time is greater than the Insurance Threshold and no Default or Event of Default is (except for any Default or Event of Default related to the event giving rise to the Insurance Proceeds), such proceeds shall be used, or committed to be used, unless otherwise agreed by the parties but provided there is sufficient insurance to rebuild and cover replacement revenue to meet DSCR during the reconstruction period, to repair or replace the Assets in respect of which the insurance proceeds were received with any balance remaining thereafter to be deposited to the Borrower Revenue

Account. Any excess proceeds remaining may be transferred upon request by a Borrower to the Administrative Agent, as applicable, to the Borrower Revenue Account to be applied in accordance with Section 8.15; and

- (iii) if a Default or Event of Default is then in effect (except for any Default or Event of Default related to the event giving rise to the Insurance Proceeds) and if so required by the Lenders, all Insurance Proceeds shall be applied to the repayment of the Term Facility pursuant to Section 2.5(c)(i).
- (dd) **Perfection of Security.** Each Obligor shall provide the Collateral Agent with such assistance and do such things as may be required or as the Collateral Agent may from time to time reasonably request so that the Security Documents will be and remain registered, recorded or filed from time to time in such manner and in such places as may in the reasonable opinion of the Collateral Agent (or the Administrative Agent, as the case may be) be necessary to perfect the Liens constituted thereby.
- (ee) **Ranking.** Each Borrower shall ensure that the Obligations under the Financing Documents at all times shall rank as senior secured obligations in priority in right of payment to all other obligations of the Borrowers (other than those obligations that are secured only by one or more Permitted Liens).
- (ff) **Hedging.** The Borrowers shall enter into and thereafter maintain the Secured Hedge Agreements with the Hedge Banks in compliance with the Required Hedging Program. If the Hedge Bank is unable or unwilling to enter into a Hedge Arrangement required in order to comply with the Required Hedging Program, the Hedge Bank shall work with the Borrowers to find a replacement Hedging Arrangement provider and to ensure that any such Hedging Arrangement provider will participate in the Security with the Secured Creditors as a Secured Creditor and be entitled to distributions in accordance with Section 10.5 following an Event of Default.
- (gg) **Intellectual Property.** Each Borrower and each Project Subsidiary shall maintain in full force and effect all material intellectual property rights of the Borrowers necessary for each Project, and use reasonable efforts to maintain in full force and effect licences for other intellectual property rights required for such Project.
- (hh) **Repair.** If any part of any Contract Facility is damaged or destroyed, if reconstruction, restoration or repair is required pursuant to the terms of any of the Material Project Agreements, or if reconstruction, restoration or repair of the damaged or destroyed property is necessary in order that such damage or destruction does not materially and adversely affect the use of such Contract Facility for its intended purpose or the completion by any Obligor of its obligations under any Material Project Agreements or the ability of such Obligor to comply with its obligations under this Agreement or the other Financing Documents, then such Obligor shall reconstruct, restore or repair the damaged or destroyed property.
- (ii) **Operation of Project and Compliance with Annual Project Budget.**
 - (i) Subject to Force Majeure, each Project Subsidiary shall keep and operate all Projects owned by it, or cause the same to be kept and operated, in good operating condition consistent (A) with Prudent Utility Practices, and (B) in all material respects with (x) all Project Approvals, (y) all Applicable Laws, and (z) all

applicable requirements of the Material Project Agreements. In addition, the relevant Project Subsidiary will also make or cause to be made all repairs (structural and non-structural, extraordinary or ordinary) necessary to keep and operate its Project in such condition.

- (ii) Each Project Subsidiary shall operate and maintain its Projects, or cause its Projects to be operated and maintained, in all material respects, within the Project Budget as approved by the Technical Agent (at the direction of the Majority Lenders) in consultation with the Independent Engineer on an annual basis and delivered pursuant to Section 7.1(b). The Applicable Borrower shall submit each proposed Project Budget for review by the Independent Engineer at least 60 days prior to its annual delivery to the Lenders and the Administrative Agent. If the proposed Project Budget is in the aggregate higher by 15% or more than the Original Project Budget for the corresponding year, the proposed Project Budget will require approval by the Administrative Agent acting in consultation with the Independent Engineer. The approved Project Budget shall be amended or modified only with the prior written consent of the Administrative Agent and the Independent Engineer, and in such event each Project Subsidiary shall operate and maintain its Project, or cause its Project to be operated and maintained, in all material respects, within the Project Budget as so amended or modified. If the Independent Engineer does not recommend approval of an annual Project Budget or any proposed amendment or modification thereto, the Independent Engineer or the Administrative Agent shall notify the Applicable Borrower of the items which are disapproved and the reason for such disapproval, and until such annual operating Project Budget or proposed amendment or modification is so approved, the Project Budget most recently in effect shall continue to apply, except that any items of the then-proposed Project Budget that have been approved shall be given effect in substitution of the corresponding items in the annual Project Budget most recently in effect.
 - (iii) Each Borrower shall make commercially reasonable efforts to ensure that the operation and performance of the Projects is performed in accordance with the requirements of the MSA Agreement.
- (jj) **Preservation of Rights; Further Assurances.** Each Obligor shall:
- (i) Preserve, protect and defend in all material respects its rights of such Obligor under each and every Material Project Agreement to which it is a party, including, if appropriate, prosecution of suits to enforce any right of such Obligor thereunder and enforcement of any claims with respect thereto.
 - (ii) From time to time as reasonably requested by the Administrative Agent or the Collateral Agent, execute, record, register, deliver and/or file all such notices, statements, instruments and other documents (including any memorandum of lease or other agreement, financing statement, continuation statement, fixture filing, or estoppel certificate), execute such acknowledgements relating to the Debt and other Obligations of such Obligor stating the interest and charges then due and any known defaults, and take such other steps as may be necessary or advisable to render fully valid and enforceable under all Applicable Laws the rights, Liens and priorities of the Administrative Agent, the Collateral Agent and the Lenders with respect to all Collateral and other security from time to time furnished under this

Agreement and the other Financing Documents or intended to be so furnished (including, without limitation, pledge or cause to be pledged in favour of the Collateral Agent all Equity Securities that are transferred pursuant to a Permitted Community Disposition and do or cause to be done all such acts and things and provide such agreements, instruments and documents necessary for the Collateral Agent to obtain control of such Equity Securities within the meaning of the STA), in each case in such form and at such times as shall be reasonably satisfactory to Administrative Agent and the Collateral Agent, and pay all reasonable fees and expenses (including attorneys' fees) incidental to compliance with this Section 7.1(jj).

- (iii) If such Obligor shall at any time acquire any real property, servitude or other such interest in real property not charged by the Security Documents, promptly upon acquisition, promptly notify the Administrative Agent and the Lenders and, if requested by the Administrative Agent or the Lenders, execute, deliver and record a supplement to the Security Documents, reasonably satisfactory in form and substance to the Lenders, subjecting such real property or leasehold, easement or other interests to the Lien and security interest created by the Security Documents.
- (kk) **Taxes, Other Government Charges and Utility Charges.** Each Obligor shall pay, or cause to be paid, as and when due and prior to delinquency, all Taxes that may at any time be lawfully assessed or levied against or with respect to such Obligor or the relevant Project, all utility and other charges incurred in the construction, operation, maintenance, use, occupancy and upkeep of the relevant Project, and all assessments and charges lawfully made by any Governmental Authority for public improvements that may be secured by a Lien on the relevant Project. However, an Obligor may contest in good faith any such Taxes, assessments and other charges and, in such event, may permit the Taxes, assessments or other charges so contested to remain unpaid during any period, including appeals, when such Obligor is in good faith contesting the same, so long as, (i) reserves reasonably satisfactory to the Lenders have been established in an amount sufficient to pay any such Taxes, assessments or other charges, accrued interest thereon and potential penalties or other costs relating thereto, or other adequate provision for the payment thereof shall have been made; (ii) enforcement of the contested Tax, assessment or other charge is effectively stayed for the entire duration of such contest; and (iii) any Tax, assessment or other charge determined to be due, together with any interest or penalties thereon, is paid when due after resolution of such contest. Each Obligor shall also collect and remit to the applicable Governmental Authority as and when due and prior to delinquency all Taxes that it is required by Applicable Law to so collect and remit to such Governmental Authority.
- (ll) **Compliance with Laws, Instruments, etc.** Each Obligor shall, at its expense, within such time as may be required by Applicable Law, with respect to each Project, (i) comply, or cause compliance, with all Applicable Law where non-compliance could reasonably be expected to result in a Material Adverse Effect, whether or not compliance therewith shall require structural changes in such Project or any part thereof or require major changes in operational practices or interfere with the use and enjoyment such Project or any part thereof; and (ii) procure, maintain, renew and comply with, or cause to be procured, maintained, renewed and complied with, in all material respects, all Project Approvals required for such Project or any part thereof, except that such Obligor may, at its expense, contest by appropriate proceedings conducted in good faith the validity or application of any such Applicable Law, provided that (A) neither the Administrative Agent, the

Collateral Agent, the Lenders nor an Obligor would be subject to any civil, statutory, penal or criminal liability for failure to comply therewith, (which, in the case of any Obligor only, would be sufficient to cause an Event of Default hereunder), and (B) all proceedings to enforce such Applicable Law against the Administrative Agent, the Collateral Agent, the Lenders, an Obligor, or such Project or any part of any of such Project, shall have been duly and effectively stayed during the entire pendency of such contest (and any waiver or amendment of this proviso shall require consent of the Collateral Agent).

(mm) **Timely and Accurate Input of Tax Credit Claims.** Each Project Subsidiary:

- (i) will be registered for HST purposes and will continue to be registered for HST purposes;
- (ii) will have a valid HST registration number;
- (iii) will have a reporting period for HST purposes of either the calendar month or quarterly, and will continue to have the calendar month or quarterly, as applicable, as its reporting period for such purposes;
- (iv) for each calendar month, complete an HST return for that month in accordance with the requirements of the ETA and file such return with the Canada Revenue Agency in accordance with such requirements on or before the first Banking Day to occur on or after the 10th day of the following month;
- (v) provide a copy of each such HST return to the Administrative Agent within two Banking Days of the Banking Day referred to in (iv);
- (vi) without limiting the generality of (iv), will claim in each of its HST returns for each calendar month only those input tax credits or other credits to which it is entitled under the ETA, and will report in such return all HST collected or collectible by it in such month under the ETA;
- (vii) in respect of all HST for which it claims an input tax credit, shall obtain prior to such claim, and retain in its records at its principal office in Ontario, supporting documentation that satisfies all the requirements of the Input Tax Credit Information (GST/HST) Regulations;
- (viii) will promptly comply with all requests of the Canada Revenue Agency or the Administrative Agent for documentary support or other information respecting input tax credit claims made by it or other HST filings or receipts;
- (ix) will do all other things reasonably necessary to ensure that all input tax credit claims made by it are not denied or reversed by the Canada Revenue Agency;
- (x) will give the Administrative Agent written notice of all HST tax refunds or other HST cash receipts by the Borrowers within two Banking Days of receiving such receipt or refund, together with a copy of all cheques or other evidence of payment thereof.

(nn) **Notices under the Rights of Access and Occupation, Connection Agreements and the PPAs.** Without limiting the other notice requirements under this Section 7.1(nn), if an

Obligor is provided with (i) a notice of revocation, non-renewal, material default (which for greater certainty means a default that if not remedied, gives rise to a right of termination) or termination with respect to any of the Rights of Access and Occupation, (ii) a notice under Section 9.2 of any PPA or that the IESO will not make any payment to the applicable Project Subsidiary under any PPA or will suspend payment or exercise a right of set off under any PPA, (iii) a notice of suspension under any Connection Agreement, (iv) a notice of default under any Material Project Agreement (each a “**Default Notice**”), the Applicable Borrower shall provide as soon as reasonably possible thereafter a copy of such Default Notice to the Administrative Agent with a description of the applicable default or circumstance giving rise thereto and a report indicating the status of such default or circumstance and the steps taken and to be taken (as applicable) to cure such default or circumstance. If such default or circumstance is not cured within five Banking Days after the receipt by the applicable Project Subsidiary of the Default Notice, the Applicable Borrower will so advise the Administrative Agent and thereafter will co-operate and work with the Independent Engineer and Administrative Agent to attempt to cure such default promptly and within the then remaining cure period available to the applicable Project Subsidiary, if any, under the Rights of Access and Occupation, the applicable Connection Agreement, applicable PPA or other applicable Material Project Agreement. If a Project has attained COD where less than 100% of the Contract Capacity for such Project is available to Deliver Electricity, the Applicable Borrower shall take all commercially reasonable measures and co-operate and work with the Independent Engineer and Administrative Agent to attempt to increase the Contract Capacity for such Project available to Deliver Electricity to 100% in accordance with the terms of the applicable PPA and to deliver the independent engineer’s certificate required pursuant to Section 2.6(d) of the applicable PPA within one year following the COD for such Project or if, notwithstanding such measures, 100% Contract Capacity for such Project cannot be achieved, to deliver an independent engineer’s certificate certifying the highest amount of Contract Capacity for such Project available in excess of 90%. If the Applicable Borrower fails to deliver such certificate, the Administrative Agent and Independent Engineer are authorized to deliver or cause the delivery of an independent engineer’s certificate pursuant to Section 2.6(d) of the applicable PPA at the expense and for the account of the Applicable Borrower.

- (oo) **Section 8.1(d) of each PPA.** If and to the extent required to ensure that the Term (as such term is defined in the relevant PPA) of each PPA extends at least one year past the Term Facility Maturity Date, each Project Subsidiary shall exercise the option set out in Section 8.1(d) of its PPA within the time limit set out therein to extend the term thereof by paying the liquidated damages provided for therein in the event that the COD for a Project occurs after the milestone date specified in the PPA applicable to such Project.
- (pp) **Domestic Content Requirements.** Each Project Subsidiary shall cause the operation of its Projects to comply in all material respects with the Minimum Required Domestic Content Level to the extent the applicable PPA contains a minimum domestic content requirement.
- (qq) **Curtailment Covenants.**
 - (i) Promptly, upon acquiring notice or obtaining actual knowledge thereof, the Applicable Borrower shall give written notice to the Administrative Agent and the Lenders if:

- (A) a change in law or proposed change in law imposed by a Governmental Authority with the power to subject a Project to Curtailment which may result in Curtailment of a Project (except for grid incapability) and which may have an impact on a Project's economics; or
 - (B) any Project Subsidiary proposes to exercise its rights under section 1.7 of its PPA or is otherwise subject to any dispute resolution process in connection with Curtailment under its PPA and to advise the Administrative Agent and the Lenders that it is doing so with regular updates on such process and of the outcome of such process.
- (ii) Notwithstanding the provisions of Section 13.5, no Obligor shall, without the prior written consent of the Majority Lenders, such consent not to be unreasonably withheld, conditioned or delayed, cause, consent to, or permit, any amendment, modification, variance or waiver of timely compliance with, any term or condition of the PPAs (except as a result of final dispute resolution or by law), pursuant to section 1.7 of the PPAs relating to Curtailment (such amendment, modification, variance or waiver, a "**Section 1.7 PPA Amendment**").
- (rr) **DSCR Calculation Certificate.** If the Applicable Borrower has not delivered an Officer's Certificate attesting as to the DSCR calculations and compliance with respect to any DSCR Calculation Date pursuant to Section 8.13(a)(v), then the Borrowers shall deliver to the Administrative Agent within 15 Banking Days of that DSCR Calculation Date an Officer's Certificate attesting as to the DSCR calculations and compliance with respect to that DSCR Calculation Date.
- (ss) **SPE Covenants.** Each Obligor shall comply at all times with the SPE Covenants.
- (tt) ***Intentionally Deleted.***
- (uu) **Supply Requirements.** Each Obligor shall comply with the Supply Requirements at all times (including after giving effect to any disposition of assets, on a pro forma basis).
- (vv) **Post-Closing Covenants.** The Borrowers and the Sponsor will, or will cause the applicable Affiliates to, complete each of the actions described in Appendix B by no later than the date set forth in Appendix B with respect to such action or such later date as the Majority Lenders agree in writing.
- (ww) **Key-Man Event.** The Borrowers and the Sponsor will provide prompt written notice to the Administrative Agent, Collateral Agent and Technical Agent of the occurrence of a Key-Man Event with respect to an individual referenced in the definition of Triggering Key-Man Event.
- (xx) **Applicable Margin.** If there is any increase to the percentage representing the proportion of Advances made with respect to MicroFIT Projects relative to the aggregate amount of all Advances made under the Facilities after the Second Restatement Date, the Borrowers shall within ten (10) Business Days of such change deliver to the Administrative Agent a certificate of a Senior Officer stating such proportion and providing supporting calculations.

7.2 Negative Covenants

Each of the Obligors covenants and agrees with the Administrative Agent, the Collateral Agent and the Lenders that, unless the Lenders (and, as set forth below, Collateral Agent) otherwise consent in writing, so long as the Lenders have any obligation to make the Facilities available, any Advances are outstanding or a Borrower has any obligations under this Agreement:

- (a) **No Merger, Amalgamation, etc.** No Obligor shall merge or amalgamate pursuant to statutory authority or otherwise with any other Person.
- (b) **General Partner, etc.** No Obligor shall become a partner or general partner of any partnership or limited partnership other than those referred to in Schedule 6.1(b) or acquire or hold any Equity Securities in any unlimited company.
- (c) **Restriction on Disposition of Assets.** Except for Permitted Liens, the Borrowers shall not, directly or indirectly, sell, assign, transfer, lease, convey, mortgage, pledge or otherwise dispose of any interest in a Project or any Assets, or grant any option or other right to purchase, lease or otherwise acquire any Assets, other than (i) the sale of electricity and Related Products under a PPA, (ii) the sale or disposition of damaged or obsolescent equipment which the Applicable Borrower is replacing or is no longer useful in the business, in the ordinary course of business, (iii) Assets having a fair market value, in the aggregate, of not more than \$250,000, (iv) a Released Project pursuant to Section 5.5, and (v) a Permitted Transfer, provided that, no Permitted Transfer shall be permitted under this clause (v) unless (A) the sale or transfer shall be made in compliance with the terms and conditions of the PPAs, (B) the Applicable Borrower shall give the Lenders and the Collateral Agent reasonable advance written notice of such sale or transfer and in any event not less than 15 Banking Days prior thereto, (C) the Applicable Borrower and the proposed transferee shall promptly take whatever steps and deliver or cause to be delivered whatever documents and opinions are reasonably requested by the Administrative Agent to ensure the rights and remedies of the Lenders, the Administrative Agent and the Collateral Agent under the Financing Documents are not adversely affected as a result of such sale or transfer, including security documents in form and substance substantially similar to the Security Documents and legal opinions and officer's certificates in relation thereto, (D) no Default or Event of Default shall have occurred and be continuing or would occur as a result of the proposed sale or transfer, and (E) the Applicable Borrower shall have delivered an Officer's Certificate to the Lenders in respect of the satisfaction of the foregoing conditions.
- (d) **Negative Pledge.** No Obligor shall create, incur, assume or permit to exist any Lien, other than Permitted Liens, on any of its property, undertaking or assets now owned or hereafter acquired.
- (e) **Amendments.**
 - (i) No Obligor shall cause, consent to, or permit, any termination, amendment, modification, variance or waiver of timely compliance with any terms or conditions of any Material Project Agreement or any material Applicable Permit, other than any amendments or modifications to cure any defective provisions contained therein or to permit other minor, non-material deviations from the terms thereof, so long as a copy of any such amendment or modification is delivered to

the Administrative Agent not less than 10 Banking Days prior to the execution thereof;

- (ii) In any situation where a Borrower or a Project Subsidiary has the right to consent to any assignment by a counterparty to a Material Project Agreement of such counterparty's rights or obligations under such Material Project Agreement, neither such Borrower nor any Project Subsidiary shall permit or consent to the assignment by any counterparty to a Material Project Agreement of its rights or obligations under the Material Project Agreement to which it is a party without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed, other than an assignment by a counterparty to an MSA to a Person who is a Qualified MSA Contractor;
- (iii) No Obligor shall enter into any Additional Material Project Agreement without the prior written consent of the Majority Lenders, such consent not to be unreasonably withheld;
- (iv) Unless as otherwise permitted by the Lenders, acting reasonably, no Obligor shall (A) cause or permit any increase in any management fee or any other fees or other compensation under any of the Material Project Agreements or (B) pay or enter into a contract or agreement to pay any royalty, licence fee, development fee, management fee or other similar fee or payment in connection with the Project other than pursuant to the MSA Agreement as shown on the Project Budget;
- (f) **Restriction on Non-Arm's Length Transactions.** No Obligor shall enter into any transaction or agreement with any Person who does not deal at Arm's Length with such Obligor unless such transaction or agreement is on terms no less favourable to such Obligor as would be obtainable in a comparable transaction with a Person which deals at Arm's Length with such Obligor, provided that the foregoing restriction shall not apply to Permitted Intercompany Debt or to transactions which provide for payments solely out of monies permitted to be distributed as a Restricted Payment out of the Distribution Reserve Account.
- (g) **Restriction on Debt and Other Liabilities.** No Obligor shall create, incur, assume or suffer to exist any Debt other than Permitted Debt.
- (h) **Restriction on Investments.** No Obligor shall, directly or indirectly, make or hold any investment in, advances to, capital contributions to, loans to or Guarantees to, or give any financial assistance to or for the benefit of any Person, or make any acquisition of any Equity Securities, property or other assets of any Person, or enter into any joint venture, consortium, partnership or similar arrangement with any Person, except (i) by way of deposit or advance in relation to the purchase of goods, chattels and equipment for the Project, or the investing of cash on hand in Permitted Investments, in each case as part of or as ancillary to the ordinary course of business, or (ii) with funds on deposit in the Distribution Reserve Account and available for distribution pursuant to Section 8.12 or (iii) in respect of Permitted Intercompany Debt. The provisions of this Section 7.2(h) shall not be construed as restricting Capital Contributions otherwise contemplated by this Agreement or any other Financing Document.
- (i) **Restriction on Change of Business.** No Obligor shall, either directly or indirectly, enter into or carry on any business other than the design, building, financing and operation,

maintenance, use, occupancy and upkeep of a Project or incidental to such business or expand the business beyond such Project without the prior written consent of the Lenders.

- (j) **Restricted Payments.** No Obligor shall declare, pay or make any Restricted Payment except (i) transfers of funds from the Distribution Reserve Account in accordance with Section 8.11(a)(iii) (including for the payment of interest or principal on Permitted Intercompany Debt), (ii) in respect of, and only to the extent of, funds then on deposit in, and permitted to be distributed from, the Distribution Reserve Account, (iii) for the avoidance of doubt, amounts payable with respect to Project Agreements, (iv) payments of interest or principal by a Project Subsidiary to a Borrower in respect of the Project Subsidiary Loans in accordance with the amortization schedules appended thereto, (v) distributions by Project Subsidiaries to the Borrowers, and (vi) amounts permitted pursuant to Section 8.1.
- (k) **Restriction on Transfers of Equity Securities.** No Obligor shall permit any Equity Securities or other voting, economic, ownership or beneficial interest in an Obligor to be Transferred, except for Permitted Transfers that satisfy the requirements of that definition and all of the following conditions:
 - (i) where the transferor is a Pledgor, the transferee thereunder has entered into security documents with the Collateral Agent substantially in the form of the Security Documents delivered by the Obligor making such Permitted Transfer and has delivered to the Collateral Agent such other documents, including legal opinions and officer's certificates, as the Administrative Agent and the Collateral Agent may reasonably request;
 - (ii) no Default or Event of Default is then continuing or would occur as a result of any such Transfer and the provisions of this Agreement applicable to such Transfer have been complied with;
 - (iii) such Transfer complies with all Applicable Law; and
 - (iv) the Secured Creditors shall have received from the intended transferee or holder such information and documents as may be reasonably necessary and shall have been reasonably requested by the Secured Creditors to allow each of them to comply with all Applicable Law and all internal requirements relating to their "Know Your Customer," "anti-money laundering" and "combating the financing of terrorism" obligations and such information and documents are reasonably satisfactory to the Secured Creditors. Waiver or amendment of this condition (iv) shall require consent of the Collateral Agent.
- (l) **Restriction on Sale and Leasebacks and Securitizations.** No Obligor shall enter into sale and leaseback transactions, securitization transactions or other similar transactions.
- (m) **No Change in Accounting Treatment or Reporting Practices.** No Obligor shall make any material change in its accounting or reporting or financial reporting practices, except as required or preferred by GAAP accounting standards or by Applicable Law and which changes are disclosed in writing to the Administrative Agent. No Obligor shall change its financial year end from December 31 or make or permit any change in its auditors; provided that it may change its auditors so long as the replacement auditors are an internationally recognized firm of independent public or chartered accountants.

- (n) **Hedging.** Except with respect to the Required Hedging Program contemplated by Section 7.1(ff), no Obligor shall enter into, or permit to be outstanding at any time, any other Hedge Arrangement.
- (o) **Modifications to Constatating Documents.** None of the Obligors shall amend, modify, waive or release, or give any consent or approval to any amendment or modification to, or waiver or release in respect of the Limited Partnership Agreements in respect of the other Obligors, or any of their respective articles, by-laws and other constating documents, other than modifications necessary to reflect a Permitted Transfer or to the extent the same could not be reasonably expected to have a Material Adverse Effect.
- (p) **Restriction on Capital Expenditures.** The Obligors shall not incur any Capital Expenditure in any Fiscal Year in excess of 110% of the amount set forth for such Fiscal Year in the Project Budget for such Project, except Capital Expenditures that (i) are made in accordance with prudent industry standards, or (ii) are made with the consent of the Administrative Agent, such consent not to be unreasonably withheld.
- (q) **Restriction on Petty Cash Account.** The Obligors shall not permit the balance of the Petty Cash Account to exceed \$75,000 at any time.
- (r) **Restriction on Lease Payment Account.** The Obligors shall not permit the balance of the Lease Payment Account to exceed 110% of the itemized amount set forth in the most recent Financial Model in respect of Lease payments to be made in the next Fiscal Quarter.
- (s) **Subsidiaries.** No Obligor shall organize, create, establish, acquire or invest in any Subsidiary other than, in the case of the Borrowers, holding or acquiring Equity Securities in the Proposed Project Subsidiaries as contemplated by this Agreement.
- (t) **Accounts.** No Obligor shall establish or maintain any deposit account or securities account, other than the Accounts.
- (u) **Legal Name.** No Obligor shall change its legal, trade or business name without providing the Administrative Agent 15 days' prior written notice.
- (v) **Issuance of Equity Securities.** No Obligor shall issue, or agree to issue, any new or additional Equity Securities of such Obligor, except (i) Equity Securities issued to another Obligor or Sponsor and pledged by such Obligor or such Sponsor, as the case may be, in favour of the Collateral Agent pursuant to the Pledge Agreements and for which the Collateral Agent shall have received certificates and transfer powers in form and substance acceptable to the Administrative Agent, and (ii) Equity Securities issued pursuant to a Permitted Transfer provided that the transferee thereunder has entered into security documents with the Collateral Agent substantially in the form of the Security provided by the Obligor or Sponsor making such Permitted Transfer and has delivered to the Collateral Agent such other documents, including legal opinions and officer's certificates, as the Administrative Agent or the Collateral Agent may reasonably request, provided that no such issuance shall, whether alone or in combination with any other transactions, result in a Change of Control unless such a Change of Control is a Permitted Transfer.
- (w) **Change in General Partner, etc.** Sponsor shall not suffer or permit a change of the Borrower GPs, unless (i) not less than 15 Banking Days' notice prior written notice of such change has been given to the Administrative Agent, (ii) all actions requested of the relevant

Borrower GP, as the case may be, in respect of such change pursuant to Section 7.2(k) shall have been taken, and (iii) the Majority Lenders, acting reasonably, have approved such change. No General Partner shall not issue any Equity Securities or permit any Equity Securities or other voting or economic interest in the related Borrower GP to be transferred, sold or otherwise disposed of, directly or indirectly, whether in a single transaction or series of transactions, except for Permitted Transfers.

- (x) **Additional Real Property.** No Obligor shall acquire any freehold or leasehold interest in any real property other than the Properties, unless immediately after such acquisition, a perfected first priority security interest (subject to Permitted Liens) is granted in respect of such real property in favour of the Collateral Agent for the benefit of the Secured Creditors, and, as soon as reasonably practicable after such acquisition, the Administrative Agent shall have received evidence in form and substance reasonably satisfactory to it regarding such acquisition and perfected first priority security interest.
- (y) **Pension Plans.** No Obligor shall become party to, establish or maintain a Pension Plan.
- (z) **No Proceedings for Insolvency.** No Obligor shall commence any proceeding for the dissolution, liquidation or winding-up of itself or another Obligor or for the suspension of its operation or to appoint a receiver, a receiver and manager or trustee for itself or another Obligor or for any substantial part of its respective Assets which is material to the conduct of its business or any Project or any proceeding relating to it under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute of any jurisdiction whether now or hereafter in effect or approve of or acquiesce in any such proceeding.
- (aa) **Use of Project Property.** No Obligor shall use or permit to be used, any portion of the Properties or any Contract Facility for any purpose other than for the relevant Project as contemplated by the applicable PPA, without the prior written consent of the Administrative Agent, or locate any portion of the Contract Facility on a site other than the Properties.
- (bb) **Abandonment of Project.** No Obligor shall wilfully and voluntarily abandon any Project, or the construction, operation, maintenance, occupancy, use or upkeep of any Contract Facility for a continuous period of more than 90 days, except in the case of Force Majeure where such period shall be extended until it causes the occurrence of a default under any Material Agreement.
- (cc) **Concentration Limits.** No Obligor shall at any time permit, including after giving pro forma effect to any requested Advance (collectively, the “**Concentration Limits**”):
 - (i) the aggregate amount of Loans allocated to the MicroFIT Portfolio to exceed 45% of all Loans outstanding under the Facilities at any time;
 - (ii) Community Projects with any single Community Investment Member is a partner to be more than 15% based on total MW of Projects in the total Portfolio;
 - (iii) the Portfolio to consist of Projects with solar modules supplied by any Person other than (A) Approved Suppliers or (B) Controlled Suppliers, provided that the applicable Controlled Supplier Cap is not exceeded;

- (iv) the Portfolio to consist of Projects with Inverters supplied by any Person other than (A) Approved Suppliers or (B) Controlled Suppliers, provided that the applicable Controlled Supplier Cap is not exceeded;
 - (v) the Portfolio to consist of Projects with trackers supplied by any Person other than (A) Approved Suppliers or (B) Controlled Suppliers, provided that the applicable Controlled Supplier Cap is not exceeded;
 - (vi) the Portfolio to consist of Projects connection to a Distribution System with an LDC other than (A) an Approved LDC or (B) an LDC which is not an Approved LDC, provided that the aggregate amount of Loans allocated to Projects associated with an LDC that is not an Approved LDC does not equal or exceed 25% of all Loans outstanding under the Facilities at any time; and
 - (vii) the MicroFIT Portfolio to consist of more than 12 MicroFIT Projects with a PPA version number 1.6.
- (dd) **MicroFIT Enforcement Restrictions.** No Obligor may pursue enforcement proceedings in respect of any MicroFIT Projects or related Collateral, beyond initial correspondence and the issuance of demand letters, without the prior written consent of the Majority Lenders, which may be withheld in their unfettered discretion. Notwithstanding any of the foregoing, the applicable Obligor shall provide prompt notice of the issuance of demand letters or similar actions to the Majority Lenders. Upon receiving such consent of the Majority Lenders, the subject MicroFIT Projects must first be released from the Collateral pursuant to the Designated Project Disposition provisions set out in Section 5.5.

7.3 **FIT CCSA Amendment Covenant**

If any Community Project Subsidiary delivers an executed FIT CCSA Amendment to the Administrative Agent, the provisions of Sections 6.1(qq), 7.1(f), 7.1(g) and 10.1(s) shall not apply to such Project Subsidiary, but only to the extent that no Supplier Event of Default has occurred or could reasonably be expected to occur under the applicable PPA (as amended by the FIT CCSA Amendment). Following the delivery of an executed FIT CCSA Amendment in a form satisfactory to the Required Lenders, the Applicable Borrower or applicable Community Project Subsidiary shall provide the Administrative Agent with such documents as may be reasonably requested by the Administrative Agent from time to time (provided that such request may not be made more than once per Fiscal Quarter) to confirm the number of Qualifying Members for each Community Project.

ARTICLE 8

ACCOUNTS AND APPLICATION OF FUNDS

8.1 The Collateral Accounts

- (a) The Borrowers shall create and maintain each Collateral Account as a securities account (within the meaning of the STA) as and when required by the terms of this Article 8. Each Collateral Account shall be maintained by the applicable Account Bank as a segregated account separate and apart from each other account maintained by the Borrowers. Each Collateral Account and all cash, securities and other interests therein will be subject to the Security and the applicable Accounts Agreement (both before and after an Event of Default).

- (b) For purposes of this Agreement, references to the balance in any Collateral Account mean the aggregate amount of cash plus the market value of Permitted Investments as of any date of determination. All funds held in a Collateral Account (other than the Borrower Revenue Account) may be invested by the Borrowers in Permitted Investments in accordance with Section 8.16 and interest or other returns earned thereon shall be transferred to the Borrower Revenue Account and shall be included in Project Revenues. Funds may not be withdrawn from a Collateral Account except as provided hereunder.

8.2 Intentionally Deleted

8.3 Intentionally Deleted

8.4 Project Subsidiary Revenue Accounts

- (a) On or before the Second Restatement Date, each Project Subsidiary that owns a C&I Project shall establish (or another Project Subsidiary shall establish on its behalf) with the applicable Account Bank a Springing Account designated as its “**Project Subsidiary Revenue Account**”.
- (b) Unless otherwise specifically allocated to another Account in this Agreement, each Project Subsidiary that owns a C&I Project (or the Applicable Borrower, if applicable), shall deposit or cause to be deposited upon receipt, the following amounts into the relevant Project Subsidiary Revenue Account:
- (i) with respect to that Project Subsidiary’s PPAs, all revenues from the sale of electricity and Related Products and all proceeds or payments (including HST) made under those PPAs;
 - (ii) with respect to any First Nation Project Subsidiary, the proceeds of all Capital Contributions received from the related First Nation, with respect to the Community Project Subsidiaries, the proceeds of all Capital Contributions received from a Community Holdco or a Community GP Holdco, with respect to the Municipal Project Subsidiaries, the proceeds of all Capital Contributions received from a Municipal Holdco or a Municipal GP Holdco and with respect to the Public Sector Project Subsidiaries, the proceeds of all Capital Contributions received from a Public Sector Holdco or a Public Sector GP Holdco;
 - (iii) any Insurance Proceeds received pursuant to Section 7.1(dd) and all proceeds from any indemnity claims and liquidated damages paid to the Project Subsidiary;
 - (iv) all delay liquidated damages or compensation for delay under any Project Agreement in respect of that Project Subsidiary’s Project or Projects, as applicable;
 - (v) all warranty payments which are intended to compensate the applicable Project Subsidiary for lost revenues or for Project Subsidiary Operating Expenses incurred or anticipated to be incurred prior to the next Distribution Date, drawings on any performance bonds or letters of credit or guarantee; and
 - (vi) and all amounts otherwise required under this Agreement to be deposited to a Project Subsidiary Revenue Account.

- (c) All amounts deposited or credited to each Project Subsidiary Revenue Account shall be transferred into the Borrower Revenue Account on or prior to each Quarterly Payment Date.

8.5 **Residential Redirected Account**

- (a) On or before the Second Restatement Date, GSC Solar Leasing LP will establish with the applicable Account Bank a Springing Account registered in the name of Grasshopper Solar Corporation (as bare trustee) on behalf of GSC Solar Leasing LP (as beneficial owner), designated as the “**Residential Redirected Account**”.
- (b) Unless otherwise specifically allocated to another Account in this Agreement, Grasshopper Solar Leasing LP, shall deposit or cause to be deposited (including by Grasshopper Solar Corporation) upon receipt, the following amounts into the Residential Redirected Account:
 - (i) with respect to PPAs in respect of MicroFIT Projects, all revenues from the sale of electricity and Related Products and all proceeds or payments (including HST) made under those PPAs, other than amounts deposited into the Residential Trust Accounts in accordance with Section 8.6;
 - (ii) any Insurance Proceeds received pursuant to Section 7.1(cc) and all proceeds from any indemnity claims (whether paid to Project Subsidiary or Lender), and liquidated damages paid to the Project Subsidiary;
 - (iii) all delay liquidated damages or compensation for delay under any Project Agreement in respect of that Project Subsidiary’s Project or Projects, as applicable;
 - (iv) all warranty payments which are intended to compensate the applicable Project Subsidiary for lost revenues or for Project Subsidiary Operating Expenses incurred or anticipated to be incurred prior to the next Distribution Date, drawings on any performance bonds or letters of credit or guarantee;
 - (v) and all amounts otherwise required under this Agreement to be deposited to a Project Subsidiary Revenue Account;
- (c) All amounts deposited or credited to the Residential Redirected Account shall be transferred into the Borrower Revenue Account on or prior to each Quarterly Payment Date.

8.6 **Residential Trust Accounts**

- (a) On or before the Second Restatement Date, GSC Solar Leasing LP will establish (or cause to be established) with the applicable Account Bank segregated accounts registered in the name of the applicable Property Owner on behalf of GSC Solar Leasing LP, designated as the “**Residential Trust Accounts**”.
- (b) Unless otherwise specifically allocated to another Account in this Agreement, GSC Solar Leasing LP, shall deposit or cause to be deposited upon receipt, the following amounts into the relevant Residential Trust Account:

- (i) with respect to GSC Solar Leasing LP's PPAs, all revenues from the sale of electricity and Related Products and all proceeds or payments made under those PPAs where such revenue, proceeds or payments are deposited by an LDC into a bank account in the name of the applicable Property Owner; and
- (ii) and all amounts otherwise required under this Agreement to be deposited to a Residential Trust Account (the types of revenues described in clauses 8.4(b)(i) through 8.4(b)(vi), 8.5(b)(i) through 8.5(b)(iv) and 8.6(b)(i) through 8.6(b)(ii) with respect to any Project collectively, "**Project Revenues**").
- (c) All amounts deposited or credited to the Residential Trust Accounts shall be transferred to the Residential Trust Aggregation Account on or prior to the last day of each calendar month in accordance with the Irrevocable Direction and Acknowledgement.

8.7 Residential Trust Aggregation Account

- (a) On or before the Second Restatement Date, GSC Solar Leasing LP will establish (or cause to be established) with the applicable Account Bank a Springing Account designated as the "**Residential Trust Aggregation Account**".
- (b) GSC Solar Leasing LP shall deposit or cause to be deposited all amounts pursuant to Section 8.6(b) into the Residential Trust Aggregation Account.
- (c) All amounts deposited or credited to the Residential Trust Aggregation Account shall be transferred into the Borrower Revenue Account on or prior to each Quarterly Payment Date.

8.8 Petty Cash Account

- (a) On or before the Second Restatement Date, the Borrowers shall establish with the applicable Account Bank a segregated account designated as the "**Petty Cash Account**".
- (b) Unless otherwise specifically allocated to another Account in this Agreement, each Borrower shall deposit or cause to be deposited upon receipt, the amounts specified in Section 8.15(a)(vi) into the Petty Cash Account. The balance of the Petty Cash Account may at no time exceed \$75,000 (excluding amounts deposited pursuant to Section 8.15(a)(i)) and any excess amounts will be immediately transferred to the Borrower Revenue Account (excluding amounts deposited pursuant to Section 8.15(a)(i)).
- (c) Each Borrower may withdraw amounts from the Petty Cash Account for purposes of *de minimis* Project Subsidiary Operating Expenses and to pay HST payable on account of HST to be remitted to the Canada Revenue Agency as contemplated by 8.15(a)(i).

8.9 Borrower Revenue Account

- (a) On or before the Second Restatement Date, the Borrowers shall establish with the applicable Account Bank a jointly held Controlled Account designated as the "**Borrower Revenue Account**".
- (b) Beginning on and after the Second Restatement Date, unless otherwise specifically allocated to another Account in this Agreement, the Applicable Borrower and/or the other

Obligors, as applicable, shall deposit or cause to be deposited upon receipt the following amounts into the Borrower Revenue Account:

- (i) all HST tax refunds and other HST amounts received by the Borrowers from time to time;
 - (ii) all Restricted Payments received from Project Subsidiaries;
 - (iii) all payments of principal and interest of Project Subsidiary Loans, any Project Revenues not allocated specifically to a Project Subsidiary, all interest income earned from amounts held in the Borrower Revenue Account,
 - (iv) all insurance and indemnity proceeds which are not required to be paid to a Project Subsidiary Revenue Account;
 - (v) all amounts otherwise required under this Agreement to be deposited to the Borrower Revenue Account shall be collected by or on behalf of the Applicable Borrower and promptly deposited by the Applicable Borrower or a Project Subsidiary, as the case may be, to the credit of the Borrower Revenue Account; and
 - (vi) all other amounts received that are not otherwise required to be deposited into another Account.
- (c) All amounts deposited to or credited to the Borrower Revenue Account will be applied in accordance with Section 8.15.

8.10 Debt Service Reserve Account

- (a) On or before the Second Restatement Date, the Borrowers shall establish with the applicable Account Bank a Controlled Account designated as the “**Debt Service Reserve Account**”.
- (b) On each Quarterly Payment Date, the Borrowers shall deposit (or cause to be deposited) into the Debt Service Reserve Account, to the extent required and in accordance with Section 8.15, cash in an amount such that the combination of cash therein (after giving effect to any applicable waterfall payments pursuant to Section 8.15) plus the total undrawn amount of any Letters of Credit issued under the L/C Facility (such combined amount, the “**Available Debt Service Liquidity**”) is at least equal to the Required Debt Service Amount.
- (c) If, on any Quarterly Payment Date, Project Revenues together with any other amounts in the Borrower Revenue Account are insufficient to pay the amount of Debt Service due on that date, to the extent required and in accordance with Section 8.15, so long as no Event of Default has occurred and is continuing the Borrowers may, in the following order of priority, (x) first, direct the Account Bank to apply any amounts in the Debt Service Reserve Account and (y) second, to the extent any deficiency remains, request an L/C Draw under a DSRA LC issued under the L/C Facility in accordance with Section 2.10, in order to pay any Debt Service amounts then due. Upon such request being made by the Borrower, (1) the Account Bank shall apply funds from the Debt Service Reserve Account and/or (2) the applicable Issuing Lender shall fund amounts in respect of the L/C Draw if and as

required pursuant to Section 2.10, in each case to the payment of Debt Service to the extent so requested. Notwithstanding the foregoing, the Collateral Agent shall be entitled at any time to withdraw amounts from the Debt Service Reserve Account or draw (or cause to be drawn) any DSRA LC issued under the L/C Facility pursuant to Section 2.10 to pay any Obligations then due and owing if Project Revenues together with other amounts in the Borrower Revenue Account are insufficient therefor.

- (d) The Borrowers shall ensure that any Permitted Investments in the Debt Service Reserve Account mature at least two Banking Days before the dates of, and are in the same currency as, the payments to be made hereunder.
- (e) In the event that the amount held in the Debt Service Reserve Account at any time exceeds the Required Debt Service Amount, and, so long as no Event of Default has occurred and is continuing, the Borrowers may request that the Administrative Agent direct the Account Bank to make a transfer equal to such excess out of the Debt Service Reserve Account to the Borrower Revenue Account on behalf of the Borrowers, subject to approval of such transfer by the Administrative Agent, acting reasonably. The Borrowers shall deliver to the Administrative Agent a written request of the Borrowers requesting such transfer and an Officer's Certificate certifying the amount of the excess held in the Debt Service Reserve Account.
- (f) Pending disbursement to the Account Bank as provided in this Section 8.10, the Debt Service Reserve Account and any Letters of Credit held therein shall be subject to the Security.

8.11 Master Reserve Account

- (a) The Borrowers shall, on or before the Second Restatement Date cause to be established with the applicable Account Bank a jointly held Controlled Account designated as the "**Master Reserve Account**" with the following sub-accounts:
 - (i) a major maintenance reserve account (the "**Major Maintenance Reserve Account**" or "**MMRA**"). The Applicable Borrower shall deposit to its Major Maintenance Reserve Account, from funds disbursed from the Borrower Revenue Account pursuant to Section 8.15, the amount of the Maintenance Reserve Requirement. If no Event of Default has occurred and is continuing, subject to not less than 5 Banking Days' prior written notice to the Account Bank and the Administrative Agent with documentation as to the required rehabilitation, replacement, maintenance or repair of a Project and demonstrating that such costs are of the nature that were contemplated and actually reserved for in the Major Maintenance Reserve Account applicable to such Project (or for such other unexpected major maintenance expenses as approved by the Lenders), the applicable Project Subsidiary may withdraw amounts from the Major Maintenance Reserve Account to be applied only towards the costs incurred in connection with such rehabilitation, maintenance and repair, subject to the prior written consent of the Administrative Agent (at the direction of the Majority Lenders) in consultation with the Independent Engineer.
 - (ii) a seasonality reserve account (as the "**Seasonality Reserve Account**").

- (A) On each Quarterly Payment Date, the Borrowers shall deposit (or cause to be deposited) pursuant to Section 8.15 into the Seasonality Reserve Account cash in an amount such that the balance of the Seasonality Reserve Account at all times will equal or exceed the Required Seasonality Reserve Amount.
 - (B) If on any Quarterly Payment Date Project Revenues together with any other amounts in the Borrower Revenue Account are insufficient to pay the amount of Debt Service due on that date, so long as no Event of Default has occurred and is continuing, the Applicable Borrower shall direct the Account Bank to apply any amounts in the Seasonality Reserve Account (with respect to Quarterly Payment Dates to the payment of Debt Service).
 - (C) Notwithstanding anything in Section 8.16, the Borrowers shall ensure that any Permitted Investments in the Seasonality Reserve Account mature at least two Banking Days before the dates of, and are in the same currency as, the payments to be made hereunder.
 - (D) At any time on or after the Second Restatement Date, provided that no Default or Event of Default has occurred which is continuing, in the event that the cash balance held in the Seasonality Reserve Account exceeds the Required Seasonality Amount, the Applicable Borrower may request that the Administrative Agent direct the Account Bank, to make a transfer equal to such excess out of the Seasonality Reserve Account to the Borrower Revenue Account on behalf of the Borrower, subject to approval of such transfer by the Account Bank and Administrative Agent (at the direction of the Majority Lenders), acting reasonably. The Applicable Borrower shall deliver to the Administrative Agent a written request of the Applicable Borrower requesting such transfer and an Officer's Certificate certifying the amount of the excess held in the Seasonality Reserve Account.
 - (E) Beginning on the first Waterfall Date, the Account Bank shall transfer any amounts on deposit in the Seasonality Reserve Account into the Borrower Revenue Account to be applied pursuant to Section 8.15.
- (iii) a MicroFIT event payment account (the “**MicroFIT Event Payment Account**”).
- (A) Until such time as the Adverse MicroFIT Event ceases to be in effect, funds in the Borrower Revenue Account will be directed into the MicroFIT Event Payment Account in accordance with Section 8.15 to be applied as a mandatory prepayment pursuant to Section 2.5(c)(iv). Upon curing the then applicable Adverse MicroFIT Event, any remaining amounts in the MicroFIT Event Payment Account shall be transferred back into the Borrower Revenue Account.

8.12 Lease Payment Account

- (a) On or before the Second Restatement Date, the Borrowers shall establish a segregated account designated as the “**Lease Payment Account**”.

- (b) each Borrower shall deposit or cause to be deposited upon receipt, the amounts specified in Section 8.15(a)(i) into the Lease Payment Account. The balance of the Lease Payment Account may at no time exceed the then current Quarterly Lease Payment Amount and any excess amounts will be immediately transferred to the Borrower Revenue Account.
- (c) Each Borrower may withdraw amounts from the Lease Payment Account for purposes of paying the Quarterly Lease Payment Amount.

8.13 **Distribution Reserve Account**

- (a) On or before the Second Restatement Date, the Borrowers shall establish with the applicable Account Bank a jointly held Controlled Account designated as the distribution reserve account (the “**Distribution Reserve Account**”). Subject to Section 2.5(c)(vi), the Applicable Borrower may deposit (or cause to be deposited) into the Distribution Reserve Account amounts permitted to be transferred pursuant to Section 8.15(a). The Applicable Borrower shall be entitled to withdraw funds in the Distribution Reserve Account from time to time on any Distribution Date after June 30, 2023 in order to make Restricted Payments to Sponsor only if the following conditions (the “**Distribution Conditions**”) are satisfied:
 - (i) the proposed date of distribution is on the date of or within 20 Banking Days following any Quarterly Payment Date;
 - (ii) (i) no Project Subsidiary MAE, Adverse MicroFIT Event, Default or Event of Default has occurred and is continuing, or would occur as a result of the proposed distribution and (ii) the Borrowers are in compliance with the Concentration Limits;
 - (iii) all Accounts in which the Borrowers or any Project Subsidiary is required to maintain a minimum balance pursuant to this Agreement are fully funded;
 - (iv) no Prime Rate Loans that are derived from draws on Letters of Credit issued under the L/C Facility pursuant to Section 2.10(c) are outstanding;
 - (v) the DSCR calculated at the then applicable DSCR Calculation Date is equal to or greater than a ratio to be agreed upon by the Borrowers and the Lenders in writing for four consecutive quarters, inclusive of the DSCR Calculation Date, as evidenced in the related DSCR Calculation Certificates delivered to the Administrative Agent by the Applicable Borrower pursuant to Section 7.1(d)(iv);
 - (vi) no MicroFIT Overconcentration Event is then in existence;
 - (vii) any Non-priority Equity Partner Distributions due and owing (or due and owing due to any other distribution pursuant to this Section 8.13) are included in such distribution from the Distribution Reserve Account;
 - (viii) at least five Banking Days and not more than 60 days before the proposed date of distribution, the Applicable Borrower shall have delivered to the Administrative Agent an Officer’s Certificate substantially in the form of Schedule 8.13(a)(viii) (a “**Distribution Certificate**”) confirming that the conditions specified in clauses

(i) through (viii) will be satisfied as at the date of delivery of the Distribution Certificate and the proposed date of distribution; and

- (ix) following delivery to the Administrative Agent of a Distribution Certificate, the Applicable Borrower has received affirmative written notification from the Administrative Agent that the applicable Distribution Certificate is satisfactory to the Administrative Agent (as directed by the Lenders).

Upon receipt by the Administrative Agent of a Distribution Certificate pursuant to clause (ix), the Administrative Agent shall notify the Applicable Borrower within five Banking Days from the date of receipt as to whether such Distribution Certificate is satisfactory.

8.14 Intentionally Deleted

8.15 Disbursements from Borrower Revenue Account

- (a) Funds in the Borrower Revenue Account shall be disbursed and applied by the Borrowers, or the Account Bank on behalf of the Borrowers, on each Quarterly Payment Date (unless expressly provided otherwise), subject to the conditions set out below:
 - (i) first, to pay HST payable by the Borrower and/or Project Subsidiaries on account of the HST to be remitted by such parties on any Banking Day but limited to one such payment per Fiscal Quarter (whether or not such date falls on a Quarterly Payment Date) which payment shall be made to the Petty Cash Account for further payment to the Canada Revenue Agency;
 - (ii) second, to the Lease Payment Account, until the balance thereof is sufficient to pay the Quarterly Lease Payment Amount;
 - (iii) third, to pay the Quarterly Insurance Payment Amount directly to the Persons to whom such amount is (or will be) owing;
 - (iv) fourth, to pay Project Subsidiary Operating Expenses on behalf of each applicable Project Subsidiary, including any amounts due under the MSA Agreement applicable to such Project Subsidiary and unpaid following the previous Quarterly Payment Date to the extent such amounts were not paid pursuant to Section 8.15(a)(i) or (iii), provided that such Project Subsidiary Operating Expenses do not exceed 110% of the aggregate Operating Expenses allocated to such Project Subsidiary in the Project Budget on an annual basis (and provided further, for greater certainty, that such Project Subsidiary shall not be permitted to directly pay the Project Subsidiary Operating Expenses of any other Obligor);
 - (v) fifth, to pay *pro rata* (i) Borrower Operating Expenses; provided that such Borrower Operating Expenses do not exceed 110% of the aggregate Operating Expenses allocated to the Applicable Borrower in the Project Budget on an annual basis, and (ii) all expenses and other fees owing to the Lenders, the Administrative Agent and the Collateral Agent pursuant to the Agency Fee Letter or hereunder;
 - (vi) sixth, to fund into the Petty Cash Account, an adequate working capital reserve for in accordance with the Project Budget to fund Project Subsidiary Operating

Expenses to be paid out of the Petty Cash Account prior to the next Quarterly Payment Date, but at no time to exceed a maximum account balance of \$75,000 (excluding amounts deposited pursuant to Section 8.15(a)(i));

- (vii) seventh, to pay all expenses and other fees (including fees due payable under the Fee Letters) owing to the Account Banks;
- (viii) eighth, to the payment of principal, interest, fees (including LC Fees and Commitment Fees) and expenses payable under the Financing Documents, including any payments due under the Secured Hedge Agreements (other than payment of L/C Loans);
- (ix) ninth, to the payment of any outstanding L/C Loans and then to transfer to the Debt Service Reserve Account any amounts necessary to ensure that the Available Debt Service Liquidity equals or exceeds the Required Debt Service Amounts as required under Section 8.10;
- (x) tenth, to transfer (A) to the Seasonality Reserve Account any amounts necessary to ensure that the cash balance thereof equals or exceeds the Required Seasonality Reserve Amount as required under Section 8.11(a)(ii); and then (B) to the Major Maintenance Reserve Account any amounts necessary to ensure that the cash balance thereof equals or exceeds the required Major Maintenance Reserve Amount;
- (xi) eleventh, only if an Adverse MicroFIT Event is then effect, to the MicroFIT Event Payment Account until the balance thereof is sufficient to repay the principal amount of Term Loans for purposes of Section 2.5(c)(iv) in an amount necessary to cure the then existing Adverse MicroFIT Event;
- (xii) twelfth, from time to time, when due and owing, to the payment of (i) Priority Equity Partner Distributions and (ii) Non-Priority Equity Partner Distributions up to a combined maximum for (i) and (ii) of \$460,000 in the aggregate in any Fiscal Year;
- (xiii) *intentionally deleted*;
- (xiv) thirteenth, to effect payment of Excess Cash Flow Prepayments required pursuant to Section 2.5(c)(vi); and
- (xv) lastly, (i) as long as no Default or Event of Default has occurred and is continuing, on each Quarterly Payment Date to transfer all remaining amounts to the Distribution Reserve Account for application pursuant to Section 8.13; or (ii) if a Default or Event of Default has occurred and is continuing, then all remaining amounts will be re-applied under this Section 8.15 beginning pursuant to clause (vii) above.

8.16

Monies in Accounts

- (a) All money held in any Account established pursuant to this Agreement shall be held in cash or, solely in respect of the Debt Service Reserve Account, Major Maintenance Reserve Account and Distribution Reserve Account (each such account, an “**Eligible Investment**”

Account”), invested in Permitted Investments, or otherwise as provided herein, at the direction of a Senior Officer of the related Borrower GP, with interest thereon deposited to the Borrower Revenue Account. Any direction by, or on behalf of, the Applicable Borrower to the Account Bank as to the investment of funds forming part of an Eligible Investment Account shall be in writing and shall be provided to the Account Bank no later than 10:00 a.m. on the day before the investment is to be made. Any such direction received by the Account Bank after 10:00 a.m. on the preceding day shall be deemed to have been given prior to 10:00 a.m. on the next Banking Day.

- (b) Permitted Investments purchased using money in any Eligible Investment Account established under this Agreement shall be deemed at all times to be a part of such Eligible Investment Account. Permitted Investments so purchased may be sold on commercially reasonable terms whenever it shall be necessary so to do in order to provide monies to make any withdrawal or payment from the relevant Eligible Investment Account. For the purposes of any such investment, a Permitted Investment shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Permitted Investment.

ARTICLE 9

SECURITY

9.1 Security Documents

As security for all Advances made to it and as security for all its other liability or indebtedness, both present and future, under any Financing Documents or Secured Hedge Agreement and for all other Obligations, the Borrowers have delivered, or shall deliver or cause to be delivered, as applicable, to the Collateral Agent, as agent for the Secured Creditors, the following documents (collectively, the “**Security Documents**”) at the times specified in Article 5 of this Agreement:

- (a) a general security agreement providing for a first charge and security interest (subject only to Permitted Liens) on all the then present and future real property (including leasehold interest in real property), personal property (including Equity Securities of the Project Subsidiaries, Project GPs and Borrowers, as applicable), fixed assets, equipment, accounts receivable, inventory, intellectual property and all other assets and undertaking of each of the Borrowers and the Borrower GPs (the “**Borrower GSAs**”);
- (b) general security agreements providing for a first charge and security interest (subject only to Permitted Liens) on all the then present and future real property (including leasehold interest in real property), personal property (including any owned Equity Securities), fixed assets, equipment, accounts receivable, inventory, intellectual property and all other assets and undertaking of each Project Subsidiary, each Project GP and each Project Subsidiary Holdco;
- (c) a full recourse guarantee from each Obligor (excluding the Borrowers) of the Obligations of the other Obligors;
- (d) (1) separate blocked account agreements (with trigger) between Royal Bank of Canada, the Administrative Agent and each of Grasshopper Solar Corporation, GSC Solar Leasing LP, 2245073 Ontario Inc., 2246253 Ontario Inc., Grasshopper Solar FIT Projects Inc., Chi Biidaaske Inc., Howard Avenue Solar Inc., 2377512 Ontario Inc., 2410581 Ontario Limited, 2428760 Ontario Inc., ICM Realty Group Solar 2013 Inc., SPN LP 1, SPN LP 4,

SPN LP 5, SPN LP 3, LDREC SPN LP, CEW L3V Solar III Limited Partnership, Cleave Energy Holdings Inc., 2421907 Ontario Limited, GSC SPN 4 Projects LP, GSC Southlake LP, Rising Sun Community Power Corp., Celeste Solar LP, Biidaaske Inc., Gengrowth Energy LP, GSC Solar Leasing II LP, Greenlife Solar Projects Inc. and HSSW Limited Partnership (collectively, the “**Accounts Agreements (With Trigger)**”), and (2) a blocked account agreement (without trigger) between the Borrower, The Bank of Nova Scotia and the Administrative Agent (the “**Account Agreement (Without Trigger)**” and together with the Accounts Agreement (With Trigger), the “**Accounts Agreements**”);

- (e) with respect to each Project, a debenture granted by the applicable Project Subsidiary and Project GP providing for a first charge or security interest, subject only to Permitted Liens, on all present and future real and personal property of such Project Subsidiary’s and Project GP’s including its leasehold interest in the Property on which such Project is situated;
- (f) a specific assignment granted by the Borrowers and each Project Subsidiary of the Material Project Agreements and Project Approvals (to the extent such Project Approvals may be assigned), together with any consents necessary under such Material Project Agreements or Project Approvals to allow the assignment by way of security and the realization of such security;
- (g) a specific assignment of insurance against the property and assets of the Borrowers and each Project Subsidiary naming the Collateral Agent, as agent for the Lenders, as first loss payee with respect to policies covering physical loss or damage to the secured Projects and the Administrative Agent, the Collateral Agent and the Lenders as additional insured (with the exception of any workers’ compensation) with a waiver of subrogation in their favour;
- (h) a limited recourse guarantee of each Community GP Holdco, secured by a pledge of each Community GP Holdco’s Equity Securities in each of the Project GPs in which the Community GP Holdcos own Equity Securities (the “**Community GP Holdco Pledge Agreements**”);
- (i) a limited recourse guarantee of each Community Holdco, secured by a pledge of each Community Holdco’s Equity Securities in each of the Project Subsidiaries in which the Community Holdcos own Equity Securities (the “**Community Holdco Pledge Agreements**”);
- (j) a limited recourse guarantee of each First Nation GP Holdco, secured by a pledge of each First Nation GP Holdco’s Equity Securities in each of the Project Subsidiaries in which the First Nation GP Holdcos own Equity Securities (the “**First Nation GP Holdco Pledge Agreements**”);
- (k) a limited recourse guarantee of each First Nation Holdco, secured by a pledge of each First Nation Holdco’s Equity Securities in each of the Project Subsidiaries in which the First Nation Holdcos own Equity Securities (the “**First Nation Holdco Pledge Agreements**”);
- (l) a limited recourse guarantee of Sponsor, secured by a pledge of Sponsor’s Equity Securities in the Borrowers and Borrower GPs (the “**Sponsor Pledge Agreement**”);
- (m) a limited recourse guarantee of Holdco, secured by a pledge of Holdco’s Equity Securities in GSC Solar Leasing GP Inc. and the Fund 1 Borrower GP (the “**Holdco Inc. Pledge Agreement**”);

- (n) a limited recourse guarantee of each Municipal GP Holdco, secured by a pledge of each Municipal GP Holdco's Equity Securities in each of the Project GPs in which the Municipal GP Holdcos own Equity Securities (the "**Municipal GP Holdco Pledge Agreements**");
- (o) a limited recourse guarantee of each Municipal Holdco, secured by a pledge of each Municipal Holdco's Equity Securities in each of the Project Subsidiaries in which the Municipal Holdcos own Equity Securities (the "**Municipal Holdco Pledge Agreements**");
- (p) a limited recourse guarantee of each Public Sector GP Holdco, secured by a pledge of each Public Sector GP Holdco's Equity Securities in each of the Project Subsidiaries in which the Public Sector GP Holdcos own Equity Securities (the "**Public Sector GP Holdco Pledge Agreements**");
- (q) a limited recourse guarantee of each Public Sector Holdco, secured by a pledge of each Public Sector Holdco's Equity Securities in each of the Project Subsidiaries in which the Public Sector Holdcos own Equity Securities (the "**Public Sector Holdco Pledge Agreements**");
- (r) the Irrevocable Direction and Acknowledgement;
- (s) such other documents as the Collateral Agent may as at the Second Restatement Date or thereafter reasonably require to give effect to, register and perfect the security interests created by the documents referred to in this Section 9.1, in all relevant jurisdictions.

9.2 **Dealing with Cash Collateral**

- (a) Neither Borrower nor any Project Subsidiary shall draw upon the principal amount maintained in any Collateral Account, or draw upon any interest earned upon such principal amounts, except to make expenditures that comply with the purpose for which such account was established as specified in this Agreement.
- (b) Upon the occurrence of an Event of Default that is continuing, the Collateral Agent (for the benefit of the Secured Creditors) shall have all of the rights stated to arise upon the occurrence of an Event of Default that is continuing that are set forth in each Accounts Agreement, and the Borrower shall have no rights to withdraw amounts from, to draw cheques, bills of exchange or other instruments and orders for the payment of money against either the Debt Service Reserve Account, the Distribution Reserve Account or otherwise exercise any authority or powers with respect to any of the other Collateral Accounts and any of the amounts deposited, transferred or otherwise credited to such Collateral Accounts, and all such rights shall be exercisable solely by the Collateral Agent.

9.3 **Releases**

In connection with a Released Project, upon repayment by the Borrowers of the Facilities in the amount so required (to the extent that such repayment is required hereunder), (a) all Assets and Equity Securities relating to the Project which is the subject of the sale or the prepayment will be automatically released from the Security, (b) the Collateral Agent upon the instruction of the Administrative Agent shall, or shall authorize the Borrowers to, file any discharge statements necessary to terminate the related registrations and, the Administrative Agent shall promptly instruct the Collateral Agent to do so, and (c) the

Collateral Agent shall take any further steps reasonably requested by the Borrowers to give effect to the foregoing.

9.4 Subordination of Project Entities

The payment and performance of the Obligations under the Project Subsidiary Loan Agreements and the Liens granted by the Project Subsidiaries to the Borrowers are hereby unconditionally and irrevocably deferred, postponed and subordinated in all respects to (i) the prior final and irrevocable payment in full in cash by the Borrowers of the Obligations and (ii) the Security granted to the Collateral Agent.

Notwithstanding the foregoing, the Project Subsidiaries shall be permitted to pay to the Borrowers: (a) all amounts of interest and scheduled repayments of principal due and payable under the Project Subsidiary Loan Agreements prior to the occurrence of a Default or Event of Default in respect of the applicable Project Subsidiary or any Project owned by it; (b) its proportionate share of any prepayments or repayments the Borrowers are required to make hereunder; (c) all delay liquidated damages or compensation for delay under any Project Agreement received by a Project Subsidiary in respect of its Project or Projects, as applicable; and (d) amounts equal to its portion of legal expenses, transaction costs and any other costs paid by the Borrowers that are attributable to it, which amounts, in each case, may be used by the Borrowers for Debt Service.

ARTICLE 10 **DEFAULT AND ACCELERATION**

10.1 Events of Default

The occurrence of any one or more of the following events (each such event after the expiry of the cure period, if any, provided in connection therewith, being herein referred to as an “**Event of Default**”) shall constitute a Default under this Agreement:

- (a) if a Borrower shall fail to pay (i) the principal in respect of any Advance when due, or (ii) interest in respect of any Advance, fees or expenses payable under the Financing Documents or any other amount due hereunder or under the Required Hedging Program, in each case within 3 Banking Days of the date the same becomes due and payable (without duplication of any grace period in the agreements for the Required Hedging Program);
- (b) if any assets of an Obligor become subject to a Lien other than a Permitted Lien and such Obligor fails to discharge such Lien within a period of 30 days after notice in writing has been given by the Administrative Agent to the Applicable Borrower requiring such discharge, provided that if such Obligor is contesting such Lien in good faith and if such Obligor shall have provided such security as is necessary for satisfaction of the Lien according to the Administrative Agent and the Technical Agent, such longer period as the Majority Lenders may agree;
- (c) if an Obligor shall default in the observance or performance of any agreement, covenant or condition contained in Sections 2.5, 7.1(i), 7.1(l), 7.1(o), 7.1(t), 7.1(aa), 7.1(cc), 7.1(dd), 7.1(ee), 7.1(ff), 7.1(mm), 7.1(ss), 7.1(uu), 7.1(vv), 7.2 or 8.15 and shall fail to cure such default within the applicable cure period provided therein;

- (d) if an Obligor shall default in the observance or performance of any agreement, covenant or condition contained in Section 7.1(u) and shall fail to cure such default within 30 days of such default;
- (e) if the DSCR is less than 1.00:1.00 on a DSCR Calculation Date;
- (f) if any Obligor shall default in the observance or performance of any agreement, covenant or condition contained in the Financing Documents (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this Section 10.1) and, if capable of remedy, such default shall not be remedied within a period of 30 days the earlier of (i) the date notice in writing has been given by the Administrative Agent to the Borrowers and (ii) the date an Obligor becomes aware of such default; or such longer period as may be required provided the Obligor is diligently pursuing such remedy up to a maximum of 90 days, or such longer period as the Majority Lenders may agree in writing;
- (g) if any Obligor shall fail to pay the principal of (or lease payments on), or premium or interest on, any Debt outstanding in a principal amount which, when aggregated with the principal amount of all other Debt in respect of which any of them has failed to pay the principal of (or lease payments on), or premium or interest on, exceeds \$1,000,000 (or the equivalent amount in any other currency) (excluding Debt due to the Lenders hereunder) when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt, or any other event of default or early termination event (howsoever described or designated) shall occur or condition shall exist, and shall continue after the applicable grace period, if any, specified in any agreement or instrument relating to any such Debt and the effect of such event is to accelerate, or permit the acceleration of, Debt in a principal amount which, when aggregated with the principal amount of all other Debt which is, or may be, declared due and payable prior to its specified maturity as a result of an event of default, exceeds \$1,000,000 (or the equivalent amount in any other currency), provided that solely for the purposes of this Section 10.1(g), “**Debt**” shall not include Permitted Intercompany Debt;
- (h) if any of the representations or warranties made by the Borrowers in Section 6.1 or an Obligor under any Financing Document or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Financing Document shall prove to have been incorrect in any material respect when made or deemed to be made and, in the case of a representation or warranty not so qualified, such inaccuracy could reasonably be expected to have a Material Adverse Effect, unless such incorrect representation or warranty is capable of being corrected and the Borrowers, in good faith, are diligently pursuing the correction of such incorrect representation or warranty, in which case the Borrowers shall have 30 days to correct such incorrect representation or warranty and shall, within such period, deliver to the Administrative Agent a written statement explaining the remediation, in form and substance satisfactory to the Administrative Agent;
- (i) if at any time there occurs a Change of Control of a Borrower or of a Project Subsidiary other than, in either case, pursuant to a Permitted Transfer; provided that if the Change of Control is due to a Key-Man Triggering Event, the Borrowers shall have 90 days to cure such Default to the satisfaction of the Majority Lenders;

- (j) if (i) an Obligor, or (ii) the MSA Contractor shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally as they become due or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against it seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, dissolution, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 30 days or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur; or an Obligor or the MSA Contractor, as the case may be, shall take any action to authorize any of the actions set forth above in this Section 10.1(j); provided, however, that in the case of the MSA Contractor, is replaced within 45 days or, in the case of the MSA Contractor, 90 days, by a Person satisfactory to the Majority Lenders, acting reasonably;
- (k) if any interest of any Obligor in any of its respective assets or property having a value of greater than \$1,000,000 in the aggregate is sold or foreclosed by any creditor or encumbrancer or any Person acting under legal process, or should any Person take possession, or assume control through distress or legal process, of such property and assets of a Borrower and which could, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect;
- (l) if any judgment or order or series of judgments or orders (whether or not related) for the payment of money in an aggregate amount in excess of \$1,000,000, other than any judgment or order for which an Obligor, as the case may be, will recover under a policy of insurance or be able to self-insure, shall be rendered against any one or more of the Obligors and (i) such judgment or order or series of judgments and/or orders are final with no further right of appeal and the Borrowers have not satisfied the Majority Lenders, acting reasonably, that any Obligor, as the case may be, is able to satisfy such judgment or order or series of judgments and/or orders; or (ii) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or series of judgments and/or orders, as the case may be, which have not been stayed; or (iii) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment or order or series of judgments and/or orders, as the case may be, by reason of a pending appeal or otherwise, shall not be in effect;
- (m) if (i) a Material Project Agreement is terminated (other than in accordance with its terms, provided such termination does not arise from a breach or failure of a Project Subsidiary to perform its obligations thereunder) or is otherwise not in full force and effect and is not reinstated or replaced within 30 days, (ii) an Obligor is in breach of any material provision of a Material Project Agreement and such breach has not been remedied within half of the applicable grace period, if any, specified in the relevant Material Project Agreement or, if the Lenders have a greater grace period pursuant to a Direct Agreement, within half the applicable grace period provided under the applicable Direct Agreement, or such longer period as is acceptable to the Majority Lenders, acting reasonably, or (iii) any other party to a Material Project Agreement, other than such Obligor, is in breach of any material provision of such Material Project Agreement (beyond the expiration of applicable cure or

grace periods, if any) and, in each case, such event specified in (i), (ii) or (iii) above, as the case may be, has had or would reasonably be expected to have a Material Adverse Effect;

- (n) if the MSA Agreement has not been extended or a new operator appointed pursuant to a new agreement relating to the management, operation, maintenance, use, occupancy and upkeep of any Project on terms and in form satisfactory to the Lenders at least 45 days prior to the scheduled expiry of the MSA Agreement;
- (o) if any Material Project Approvals shall be adversely modified or suspended, revoked or cancelled, by the issuing agency or other Governmental Authority having jurisdiction; provided, however, that the foregoing shall not result in an Event of Default under this Section 10.1(o) if the Applicable Borrower diligently pursues and obtains a replacement of such Project Approvals within 30 days after its modification, suspension, revocation or cancellation and during such time such event has not had, does not have and could not reasonably be expected to have a Material Adverse Effect;
- (p) if the obligations of an Obligor hereunder or under any other Financing Document (or any other party thereto other than a Secured Creditor) shall cease to constitute the legal, valid and binding obligations of such Person, or shall cease to be in full force and effect or any Financing Document is declared to be void or voidable, in each case, as a result of any act or omission of such Person or is repudiated by such Person, or the validity, binding effect, legality or enforceability of any Financing Document is at any time contested or denied by such Person, or such Person denies that it has any or any further liability or obligation hereunder or thereunder or any action or proceeding is commenced to enjoin or restrain the performance or observance by such Person of any material term of any Financing Document or to question the validity or enforceability of any Financing Document and any such declaration, cessation, action or proceeding shall remain unremedied, unstayed or undismissed, as applicable, for a period of 30 days, or at any time it is unlawful or impossible for such Person to perform any of its material obligations hereunder or thereunder;
- (q) if any Project is (i) abandoned, or (ii) transferred or sold other than in accordance with this Agreement;
- (r) if the validity, enforceability, perfection or priority of the Security Interest in favour of the Collateral Agent constituted by the Security Documents is adversely affected other than by reason of the action, or failure to act, of the Collateral Agent and the Collateral Agent or the Majority Lenders determine, in their sole discretion (acting in good faith), that their security position is materially adversely affected and such default is not remedied within 20 Banking Days following the earlier of (x) the date of issuance by the Administrative Agent or the Collateral Agent of a notice thereof to the Borrowers and (y) the date a Borrower becomes aware of such default;
- (s) if, in relation to any Community Project, the number of Qualifying Members at any time declines below the minimum number prescribed pursuant to Section 7.1(g); or
- (t) if the IESO assigns a PPA with respect to a MicroFIT Project to an entity that does not have an equal or better credit rating than the IESO and, as a result thereof, no longer remains responsible for the original obligations thereunder.

10.2 Acceleration

Upon the occurrence of an Event of Default and at any time thereafter while an Event of Default is continuing, the Administrative Agent may at the request of the Majority Lenders, or the Lenders may, by written notice to the Borrowers:

- (a) declare the Advances made to the Borrowers and all other Obligations under any Financing Document (other than in connection with any Hedge Arrangement which shall be governed by the terms of the applicable hedge agreement) to be immediately due and payable (whereupon the same shall become so payable together with accrued interest thereon and any other sums then owed by the Borrowers hereunder) or declare such Advances to be due and payable on demand of the Lenders; and/or
- (b) declare that the commitments of the Lenders to make the Facilities available shall be cancelled, whereupon the same shall be cancelled.

Notwithstanding the foregoing, upon the occurrence of an Event of Default described in clause (j) or (k) above, the Advances and all other Obligations under any Financing Document will automatically and immediately become due and payable.

If, pursuant to this Section 10.2, the Administrative Agent declares any Advances made to the Borrowers to be due and payable on demand, then, and at any time thereafter, a Lender may by written notice to the Borrowers call for repayment of such Advances on such date or dates as it may specify in such notice (whereupon the same shall become due and payable on such date together with accrued interest thereon and any other sums then owed by the Borrowers hereunder) or withdraw its declaration with effect from such date as it may specify in such notice.

Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default, each Borrower hereby acknowledges that it shall then, on a joint several basis, be indebted to, and shall be obligated to pay to the Lenders, as a separate and absolute obligation, (a) all unpaid principal amount of and accrued interest on the Advances and (b) all other amounts accrued or owing hereunder or in connection with the Facilities and for such purpose, without limiting the generality of the foregoing, the Lenders and the Collateral Agent shall be entitled to apply any cash collateral which the Borrowers have previously delivered to them in accordance with the terms of this Agreement.

10.3 Remedies Cumulative and Waivers

It is expressly understood and agreed that the rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders hereunder, and under any other instrument executed pursuant to this Agreement (including the other Financing Documents), are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Administrative Agent, the Collateral Agent or the Lenders of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or any such other instrument shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Administrative Agent, the Collateral Agent or the Lenders may be lawfully entitled for such default or breach. Any waiver by the Administrative Agent, the Collateral Agent or the Lenders of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein or in any other instrument executed pursuant to this Agreement and any indulgence granted, either expressly or by course of conduct, by the Administrative Agent, the Collateral Agent or the Lenders shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Lenders under this

Agreement or any such other instrument as a result of any other default or breach hereunder or under any such instrument.

10.4 Suspension of Lenders' Obligations

Without prejudice to the rights which arise out of this Agreement or under Applicable Law, the occurrence of a Default or Event of Default shall, while such Default or Event of Default shall be continuing, relieve the Lenders of all obligations to make any Advances hereunder (whether or not any Advance Request in respect of any such Advance shall have been received by the Lenders prior to the occurrence of a Default or Event of Default) or to accept or comply with any Advance Request.

10.5 Application of Payments After an Event of Default

Upon any declaration or acceleration under Section 10.2 or the exercise of any other remedy following an Event of Default, unless otherwise directed by the Administrative Agent (at the direction of each of the Lenders), all payments made by the Borrowers hereunder shall be applied in the following order:

- (a) first, to payment of any fees and expenses owed to the Administrative Agent and Collateral Agent hereunder or under any other Financing Document;
- (b) second, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable legal fees) of the Administrative Agent and the Collateral Agent in connection with enforcing the rights of the Administrative Agent, the Collateral Agent and/or the Lenders under the Financing Documents;
- (c) third, to payment of any fees owed to the Lenders hereunder or under any other Financing Document;
- (d) fourth, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable legal fees) of the Lenders in connection with enforcing the rights of the Administrative Agent, the Collateral Agent and/or the Lenders under the Financing Documents;
- (e) fifth, to the payment of all Obligations consisting of interest payable to the Lenders hereunder and the payment of all Obligations including fees, premiums and scheduled periodic payments, and any interest accrued thereon, under the Required Hedging Program;
- (f) sixth, pro rata, to the payment of (i) all Obligations consisting of breakage, termination or other payments, and any interest accrued thereon, under the Requirement Hedging Program and (ii) the outstanding principal amount of the Advances;
- (g) seventh, to the payment of the outstanding principal amount of the Advances; and
- (h) eighth, to the payment of the surplus, if any, to whomever may be lawfully entitled to receive such surplus.

ARTICLE 11
THE ADMINISTRATION OF THE FACILITIES

11.1 Authorization of Action

- (a) Each Lender hereby irrevocably appoints and authorizes the Administrative Agent to be its agent in its name and on its behalf and to exercise such rights or powers granted to the Administrative Agent or the Lenders under this Agreement and the other Financing Documents to the extent specifically provided herein and therein and on the terms hereof and thereof, together with such rights, powers and discretions as are reasonably incidental thereto. Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement or the other Financing Documents to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Administrative Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Administrative Agent, it is understood that in all cases the Administrative Agent shall be fully justified in failing or refusing to take any such action under this Agreement or the other Financing Documents if it shall not have received such written instruction, advice or concurrence of the Majority Lenders or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Financing Documents or any agreement to which the Lenders and the Administrative Agent or Collateral Agent is a party and acting in accordance with such documents (such Lenders being referred to herein as the “**Relevant Lenders**”), as the Administrative Agent deems appropriate. Upon receipt of such written instruction, advice or concurrence from the Relevant Lenders, the Administrative Agent shall take such discretionary actions in accordance with such written instruction, advice or concurrence. This provision is intended solely for the benefit of the Administrative Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.
- (b) Each Lender hereby irrevocably appoints and authorizes the Collateral Agent to be its agent on its behalf and to exercise such rights or powers granted to the Collateral Agent under this Agreement and the other Financing Documents to the extent specifically provided herein and therein and on the terms hereof and thereof, together with such rights, powers and discretions as are reasonably incidental thereto. Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement or the other Financing Documents to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be fully justified in failing or refusing to take any such action under this Agreement or the other Financing Documents if it shall not have received such written instruction, advice or concurrence of the Administrative Agent (acting in accordance with the Financing Documents), as it deems appropriate. This provision is intended solely for the benefit of the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

- (c) Notwithstanding anything set forth herein or in any other Financing Document, each Lender confirms that this Agreement, all other Financing Documents and all other closing deliverables have been settled and accepted by the Lenders without any exercise of, and without any Lender reliance upon, any discretion on the part of the Administrative Agent or the Collateral Agent and without the consent, approval or other agreement of Administrative Agent or the Collateral Agent. The Lenders are solely responsible for the management of the closing process under this Agreement, and neither the Administrative Agent or the Collateral Agent has any responsibility whatsoever for such closing process.

11.2 **Procedure for Making Advances**

- (a) Subject to the terms hereof, the Administrative Agent shall make Advances under the Term Facility available to the Applicable Borrower as required hereunder by 3:00 p.m. on the relevant Drawdown Date by debiting the account of the Administrative Agent to which the Lenders' Rateable Portions of such Advances have been credited in accordance with Section 11.2(b) (or causing such account to be debited) and, in the absence of other arrangements agreed to by the Administrative Agent and the Applicable Borrower in writing, by transferring (or causing to be transferred) like funds in accordance with the instructions of the Applicable Borrower to the Borrower Revenue Account; provided that the obligation of the Administrative Agent hereunder shall be limited to taking such steps as are commercially reasonable to implement such instructions, which steps once taken shall constitute conclusive and binding evidence that such funds were advanced hereunder in accordance with the provisions relating thereto and the Administrative Agent shall not be liable for any damages, claims or costs which may be suffered by the Applicable Borrower and occasioned by the failure of such Advance to reach the designated destination, except to the extent such damages, claims or costs are the result of the gross negligence or wilful misconduct of the Administrative Agent.
- (b) Each Lender shall make available to the Administrative Agent its Rateable Portion of each Advance by deposit to the relevant account specified by the Administrative Agent to the Lenders in writing from time to time no later than 12:00 noon on the relevant Drawdown Date. Unless the Administrative Agent has been notified by a Lender on the Banking Day prior to the Drawdown Date requested by the Applicable Borrower that such Lender will not make available to the Administrative Agent its Rateable Portion of such Advance, the Administrative Agent may assume that such Lender has made such portion of the Advance available to the Administrative Agent on the Drawdown Date in accordance with the provisions hereof and the Administrative Agent may, in reliance upon such assumption, make available to the Applicable Borrower on such date a corresponding amount by deposit to the Applicable Borrower's Account. If and to the extent such Lender shall not have so made its Rateable Portion of the Advance available to the Administrative Agent, then such Lender shall agree to pay to the Administrative Agent forthwith on demand such Lender's Rateable Portion of the Advance and all reasonable costs and expenses incurred by the Administrative Agent in connection therewith together with interest thereon (at the rate payable thereunder by the Borrower in respect of such Advance) for each day from the date such amount is made available to the Applicable Borrower until the date such amount is paid to the Administrative Agent (and, for greater certainty, such Lender shall not be entitled to be compensated or indemnified for such amounts by the Borrowers). The amount payable to the Administrative Agent pursuant hereto shall be as set forth in a certificate delivered by the Administrative Agent to such Lender and the Borrowers (which certificate shall contain reasonable details of how the amount payable is calculated) and shall be conclusive and binding, for all purposes, in the absence of manifest error. If such

Lender makes the payment to the Administrative Agent required herein, such Lender shall be considered to have made its Rateable Portion of the Advance for purposes of this Agreement and the Administrative Agent shall make appropriate entries in the books of account maintained by the Administrative Agent pursuant to Section 3.4.

- (c) No Lender shall be responsible for the failure of any other Lender to make the Rateable Portion of the Advance to be made by such other Lender on the date of any Advance.

11.3 Remittance of Payments

Subject to Section 10.5, forthwith after receipt of any prepayment or any repayment of principal or payment of interest or fees pursuant to any provision of this Agreement, the Administrative Agent shall remit to each Lender its Rateable Portion thereof; provided, however, that the Administrative Agent shall be entitled to set off against and deduct from any amount payable to a Lender any outstanding amounts payable by such Lender to the Administrative Agent pursuant to Section 11.2(b). Forthwith after receipt of any payment of Commitment Fees pursuant to Section 3.2, the Administrative Agent shall remit to each Lender its Rateable Portion of such payment. If the Administrative Agent, on the assumption that it will receive on any particular date a payment of principal, interest or fees hereunder, remits such payment to the Lenders and the Borrowers fail to make such payment, each of the Lenders agrees to repay to the Administrative Agent forthwith on demand the amount received by it together with all reasonable costs and expenses incurred by the Administrative Agent in connection therewith to the extent not reimbursed by the Borrowers and interest thereon at the rate and calculated in the manner applicable to the Advance in respect of which such payment was made for each day from the date such amount is remitted to the Lenders, the exact amount of the repayment required to be made by the Lenders pursuant hereto be as set forth in a certificate delivered by the Administrative Agent to each Lender, which certificate shall be conclusive and binding for all purposes in the absence of manifest error. The Administrative Agent shall make appropriate entries in the books of account to reflect the foregoing.

11.4 Redistribution of Payment

- (a) If any Lender receives or recovers (whether by payment or combination of accounts or otherwise) an amount owed to it by the Borrowers under this Agreement otherwise than through the Administrative Agent or the Collateral Agent, then such Lender shall, within 5 Banking Days following such receipt or recovery, notify the Administrative Agent in writing (who shall in turn notify the other Lenders) of such fact.
- (b) Subject to the other terms and conditions of this Agreement, if at any time the proportion which any Lender (a “**recovering Lender**”) has received or recovered (whether by payment or combination of accounts or otherwise) in respect of its portion of any payment to be made under this Agreement by the Borrowers for the account of such recovering Lender and one or more other Lenders is greater (the amount of the excess being herein called the “**excess amount**”) than the proportion thereof received or recovered by the Lender or Lenders receiving or recovering the smallest proportion thereof, then:
 - (i) the recovering Lender shall, within five Banking Days following such receipt or recovery, pay to the Administrative Agent an amount equal to the excess amount; and
 - (ii) the Administrative Agent shall treat the amount received by it from the recovering Lender pursuant to paragraph (i) above as if such amount had been received by it from each Borrower pursuant to its obligations under this Agreement and shall pay

the same to the Persons entitled thereto (including such recovering Lender) pro rata to their respective entitlements thereto in which event, for all purposes in connection herewith, the recovering Lender shall be deemed only to have received or recovered from the Borrowers that portion of the excess amount which is actually kept by the recovering Lender pursuant to this Section 11.4(b)(ii).

- (c) If a Lender that has paid an excess amount to the Administrative Agent in accordance with Section 11.4(b)(i) is required to refund the whole (or a portion) of such excess amount to the Borrowers, then each of the other Lenders shall pay to the Administrative Agent for the account of that Lender the whole (or that proportion) of the amount received by it as a result of the distribution in respect of that excess amount made by the Administrative Agent pursuant to Section 11.4(b)(ii).

11.5 **Duties and Obligations**

- (a) Neither the Administrative Agent, the Technical Agent nor the Collateral Agent nor any of their respective directors, officers, agents or employees (and, for purposes hereof, the Administrative Agent, the Technical Agent and the Collateral Agent shall be deemed to be contracting for and on behalf of such Persons) shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement or the other Financing Documents except for its or their own gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Administrative Agent, the Technical Agent and the Collateral Agent:
 - (i) may assume that there has been no assignment or transfer by any means by the Lenders of their rights hereunder, unless and until the Administrative Agent has received a duly completed and executed assignment in form satisfactory to it;
 - (ii) may consult with legal counsel (including the counsel to the Borrowers), independent public accountants and other experts of reputable standard selected by it and shall not be liable for any action taken or omitted to be taken without gross negligence or willful misconduct by it in accordance with the advice of such counsel, accountants or experts;
 - (iii) shall incur no liability under or in respect of this Agreement or any other Financing Document by acting and/or relying upon any notice, consent, certificate or other instrument or writing believed by it without gross negligence or willful misconduct to be genuine and signed or sent by the proper party or parties or by acting upon any representation or warranty of the Borrowers or an Obligor made or deemed to be made hereunder or pursuant to any other Financing Document;
 - (iv) may assume that no Default or Event of Default has occurred and is continuing unless an appropriate officer charged with direct responsibility for the administration of this Agreement has actual notice or knowledge to the contrary;
 - (v) may rely as to any matters of fact which might reasonably be expected to be within the knowledge of any Person upon a certificate signed by or on behalf of such Person;
 - (vi) shall incur no liability, in the absence of the gross negligence and/or wilful misconduct on its part, for its failure to distribute to any Lender the financial

statements or other information provided to the Administrative Agent, the Technical Agent or the Collateral Agent by the Borrowers;

- (vii) may refuse to perform any duty or exercise any right or power which would require it to expend its own funds or risk any liability; and
- (viii) shall incur no liability nor have any responsibility for any financial statements, certificates, notices or other information provided to the Administrative Agent, the Technical Agent or the Collateral Agent by or on behalf of the Borrowers and distributed by the Administrative Agent, the Technical Agent or the Collateral Agent to the Lenders.

Further, neither the Administrative Agent, the Technical Agent nor the Collateral Agent (x) shall have any duty to ascertain or to enquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or any other Financing Document or to inspect the property (including the books and records) of the Borrowers or Sponsor nor (y) shall be responsible to any Lenders for the due execution, legality, validity, enforceability, perfection, registration, genuineness, sufficiency or value of this Agreement, any Financing Document or any instrument or document furnished pursuant hereto or thereto.

- (b) Neither the Administrative Agent, the Technical Agent nor the Collateral Agent makes any warranty or representation to any Lender and shall not be responsible to any Lender for the accuracy or completeness of the data made available to any of the Lenders in connection with the negotiation of this Agreement, or for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement or any other Financing Document and Collateral Agent shall be entitled to exclusively rely on the instruction or confirmation or Administrative Agent in regards to any such Lender approval.
- (c) Except as otherwise provided for herein, the Administrative Agent, the Technical Agent and the Collateral Agent may, but are not obligated to, seek the approval of the Majority Lenders to any consents required to be given by the Administrative Agent, the Technical Agent or the Collateral Agent hereunder or under any other Financing Document and the Collateral Agent shall be entitled to exclusively rely on the instruction or confirmation of the Administrative Agent in regards to any such approval by the Majority Lenders.
- (d) In no event shall the Administrative Agent, the Technical Agent and Collateral Agent be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether such Administrative Agent, the Technical Agent and Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.
- (e) The duties, responsibilities and obligations of the Administrative Agent, the Technical Agent and Collateral Agent shall be limited to those expressly set forth in this Agreement and no duties, responsibilities or obligations shall be inferred or implied against the Administrative Agent, the Technical Agent and Collateral Agent.
- (f) The Administrative Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Administrative Agent (including but not limited to any act or

provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

- (g) Notwithstanding any other term of this Agreement, The Bank of Nova Scotia and Deutsche Bank AG New York Branch as the Co-Lead Arrangers shall not have any powers, duties, obligations or responsibilities under this Agreement or any of the other Financing Documents, except in each of their capacities, as applicable, as a Lender or in any other role hereunder.

11.6 Prompt Notice to the Lenders

Notwithstanding any other provisions herein, but subject to the provisions of Section 11.5(a)(vi), the Administrative Agent agrees to provide to the Lenders, with copies where appropriate, all information, notices and reports required to be given to the Administrative Agent by the Borrowers promptly upon receipt of same, excepting therefrom information and notices relating solely to the role of the Administrative Agent hereunder.

11.7 Authority of the Administrative Agent, the Collateral Agent and the Technical Agent

With respect to its Commitment and the Advances made by it as a Lender, the Administrative Agent, the Collateral Agent and the Technical Agent (as applicable) shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Administrative Agent, the Collateral Agent or the Technical Agent (as applicable). The Administrative Agent, the Collateral Agent and the Technical Agent (as applicable) may accept deposits from, lend money to, and generally engage in any kind of business with the Borrowers, Sponsor and their Affiliates or any Person owned or Controlled by any of them and any Person which may do business with any of them, all as if the Administrative Agent, the Collateral Agent or the Technical Agent (as applicable) was not the Administrative Agent, the Collateral Agent or the Technical Agent (as applicable) hereunder and without any duties to account therefor to the Lenders.

11.8 Collateral Agent and Technical Agent

- (a) Except to the extent resulting from the Collateral Agent's or Technical Agent's gross negligence or wilful misconduct, the Collateral Agent and the Technical Agent (as applicable) shall not be liable for:
 - (i) any debts contracted by it, for damages to Persons or property or for salaries or non-fulfilment of contracts during any period when the Collateral Agent shall manage any collateral upon entry (if applicable), nor shall the Collateral Agent be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable (if applicable). The Collateral Agent shall not be bound to do, observe or perform or to see to the observance or performance by the Borrowers or other person of any obligations or covenants imposed upon the Borrowers or such other person nor shall the Collateral Agent, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Collateral Agent be obliged to keep any of the collateral identifiable or to confirm that any Security Interest has been duly perfected;

- (ii) any action taken or not taken by it on the instructions of the Administrative Agent (or as the Collateral Agent believes in good faith is necessary, under the provisions of the Financing Documents);
 - (iii) any delay (or any related consequence) in crediting an account with an amount required under the Financing Documents to be paid by the Collateral Agent if it has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognized clearing or settlement system used by the Collateral Agent for that purpose;
 - (iv) any consequential, punitive or special damages;
 - (v) not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Collateral Agent (including but not limited to any act or provision of any present or future law or regulation or Governmental Authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, loss or malfunctions of utilities, computer (hardware or software) or communication services or the unavailability of any wire or facsimile or other wire or communication facility); or
 - (vi) any errors in judgment provided the Collateral Agent or the Technical Agent (as applicable) has not been negligent in ascertaining the pertinent facts.
- (b) The Administrative Agent, the Collateral Agent and the Technical Agent may employ agents or attorneys to transact or concur in transacting any business and to do or concur in doing any acts required to be done by the Administrative Agent, the Collateral Agent and the Technical Agent and shall not be responsible for the misconduct or negligence of any such agent appointed with due care.
- (c) The Collateral Agent and the Technical Agent shall be entitled to treat a facsimile, pdf or e-mail communication or communication by other similar electronic means in a form satisfactory to the Collateral Agent or the Technical Agent (as applicable) from a person purporting to be (and whom such Collateral Agent or Technical Agent (as applicable), acting reasonably, believes in good faith to be) the authorized representative of the Borrowers or Administrative Agent, as sufficient instructions and authority of the Borrowers or Administrative Agent or the Collateral Agent or the Technical Agent (as applicable) to act and shall have no duty to verify or confirm that person is so authorized. The Collateral Agent and the Technical Agent shall have no liability for any losses, liabilities, costs or expenses incurred by it as a result of such reliance upon or compliance with such instructions or directions. The Borrowers agree: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Collateral Agent and the Technical Agent, including without limitation the risk of the Collateral Agent and the Technical Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Collateral Agent and the Technical Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Borrowers or Administrative Agent; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

11.9 Lenders' Independent Credit Decision

It is understood and agreed by each Lender that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Borrowers and their Subsidiaries.

Accordingly, each Lender confirms with the Administrative Agent and the Collateral Agent that it has not relied, and will not hereafter rely, on the Administrative Agent or the Collateral Agent (a) to check or enquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Borrowers or any other Person under or in connection with this Agreement, any other Financing Document or the transactions herein or therein contemplated (whether or not such information has been or is hereafter distributed to such Lender by the Administrative Agent or the Collateral Agent), or (b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Borrowers, Sponsor or any of their Affiliates. Each Lender acknowledges that a copy of this Agreement and each other Financing Document has been made available to it for review and each Lender acknowledges that it is satisfied with the form and substance of this Agreement and each other Financing Document.

11.10 Indemnification and Liability for Chargebacks

- (a) Each Lender hereby agrees to indemnify the Administrative Agent, the Collateral Agent and the Technical Agent (to the extent not reimbursed by the Borrowers) in its Rateable Portion, from and against any and all liabilities, claims, obligations, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent, the Collateral Agent or the Technical Agent (in their respective capacities as agent for the Lenders) in any way relating to or arising out of this Agreement or other Financing Documents or any action taken or admitted by the Administrative Agent, the Collateral Agent or the Technical Agent under or in respect of this Agreement or the other Financing Documents or any other Financing Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's, the Collateral Agent's or the Technical Agent's gross negligence or willful misconduct. Without limiting the generality of the foregoing, each Lender agrees to reimburse the Administrative Agent, the Collateral Agent and the Technical Agent promptly upon demand in the proportion specified herein in respect of any out of pocket expenses (including counsel fees) incurred by the Administrative Agent, the Collateral Agent or the Technical Agent (as applicable) in connection with the preservation of any rights of the Administrative Agent, the Collateral Agent, the Technical Agent or the Lenders under, or the enforcement of, or legal advice in respect of the rights or responsibilities under, this Agreement or any other Financing Document, to the extent that the Administrative Agent, the Collateral Agent or the Technical Agent is not reimbursed for such expenses by the Borrowers. The Administrative Agent, the Collateral Agent and the Technical Agent may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in performing such duty or exercising such right or power.
- (b) In addition to the foregoing, each Lender hereby agrees to pay to the Administrative Agent and the Collateral Agent, in its Rateable Portion, within five Banking Days following receipt of a written notice thereof by the Administrative Agent or the Collateral Agent, such funds as are necessary in order for the Administrative Agent or the Collateral Agent

to make the payments required to be made to any Account Bank pursuant to any Accounts Agreement as a result of the return of any cheque, money order, wire transfer, note, draft, other order for payment of money, other remittance or other adjustment as required by the applicable Account Bank pursuant to the applicable Accounts Agreement.

11.11 Successor Administrative Agent

The Administrative Agent may, as hereinafter provided, resign at any time by giving not less than 30 days' written notice thereof to the Lenders and the Borrowers. The Administrative Agent may be removed at any time on not less than 30 days' written notice thereof by the Majority Lenders provided that the Majority Lenders have designated a successor who is prepared to act and who (prior to the occurrence of a Default) is acceptable to the Borrowers, acting reasonably. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Administrative Agent (the "**Successor Administrative Agent**") who shall be a Lender having not less than 20% of Commitments and who shall be acceptable to the Borrowers, acting reasonably. Upon the acceptance of any appointment as Administrative Agent hereunder by a Successor Administrative Agent, such Successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent and the retiring Administrative Agent shall thereupon be discharged from its further duties and obligations as Administrative Agent under this Agreement. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Article 11 shall continue to enure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent hereunder. The Administrative Agent may be entitled to appoint a sub-agent at any time to perform the duties of the Administrative Agent hereunder. If the Majority Lenders are unable to agree upon a successor administrative agent within thirty (30) days after such resignation or removal, the Administrative Agent may apply to a court of competent jurisdiction for the appointment of a successor administrative agent or for other appropriate relief. The costs and expenses (including its attorney's fees and expenses) incurred by the Administrative Agent in connection with such proceeding shall be paid by the Borrower.

11.12 Successor Collateral Agent

The Collateral Agent may, as hereinafter provided, resign at any time by giving not less than 30 days' written notice thereof to the Administrative Agent and the Borrowers. The Collateral Agent may be removed at any time on not less than 30 days' written notice thereof by the Majority Lenders provided that the Administrative Agent on the instruction of the Majority Lenders have designated a successor who is prepared to act and who (prior to the occurrence of a Default) is acceptable to the Borrowers, acting reasonably. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Collateral Agent (the "**Successor Collateral Agent**") who shall be, or whose Affiliate shall be, a Lender and who shall (prior to the occurrence of a Default) be acceptable to the Borrowers, acting reasonably. Upon the acceptance of any appointment as Collateral Agent hereunder by a Successor Collateral Agent, such Successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent and the retiring Collateral Agent shall thereupon be discharged from its further duties and obligations as Collateral Agent under this Agreement. After any retiring Collateral Agent's resignation or removal hereunder as Collateral Agent, the provisions of this Article 11 shall continue to enure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent hereunder. If the Majority Lenders are unable to agree upon a successor collateral agent within thirty (30) days after such resignation or removal, the Collateral Agent may apply to a court of competent jurisdiction for the appointment of a successor collateral agent or for other appropriate relief. The costs and expenses (including its attorney's fees and expenses) incurred by the Collateral Agent in connection with such proceeding shall be paid by the Borrowers.

11.13 Successor Technical Agent

The Technical Agent may, as hereinafter provided, resign at any time by giving not less than 30 days' written notice thereof to the Administrative Agent, the Collateral Agent and the Borrowers. The Technical Agent may be removed at any time on not less than 30 days' written notice thereof by the Majority Lenders provided that the Administrative Agent on the instruction of the Majority Lenders have designated a successor who is prepared to act and who (prior to the occurrence of a Default) is acceptable to the Borrowers, acting reasonably. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Technical Agent (the "**Successor Technical Agent**") who shall be, or whose Affiliate shall be, a Lender and who shall (prior to the occurrence of a Default) be acceptable to the Borrowers, acting reasonably. Upon the acceptance of any appointment as Technical Agent hereunder by a Successor Technical Agent, such Successor Technical Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Technical Agent and the retiring Technical Agent shall thereupon be discharged from its further duties and obligations as Technical Agent under this Agreement. After any retiring Technical Agent's resignation or removal hereunder as Technical Agent, the provisions of this Article 11 shall continue to enure to its benefit as to any actions taken or omitted to be taken by it while it was Technical Agent hereunder. If the Majority Lenders are unable to agree upon a successor technical agent within thirty (30) days after such resignation or removal, the Technical Agent may apply to a court of competent jurisdiction for the appointment of a successor technical agent or for other appropriate relief. The costs and expenses (including its attorney's fees and expenses) incurred by the Technical Agent in connection with such proceeding shall be paid by the Borrowers.

11.14 Action by and Consent of Lenders

- (a) Where the terms of this Agreement refer to any action to be taken hereunder by the Lenders or to any such action that requires the consent of the Lenders, then, unless specifically otherwise indicated herein, the action taken by and the consent given by the Majority Lenders shall constitute the action or consent herein referred to; and, without limitation, for greater certainty, any declaration or acceleration under Section 10.2 shall be made or taken with the consent of the Majority Lenders and any action so taken shall be binding on all the Lenders and, subject to Section 11.1(c), all the Lenders shall cooperate in any action so taken or otherwise taken hereunder with the consent of or on the instructions of the Majority Lenders.
- (b) No amendment, waiver or consent listed in this Section 11.14(b) shall be effective, unless it is in writing and signed by all the Lenders:
 - (i) releases of security in respect of assets (except in respect of assets disposed of in accordance with this Agreement) and postponements or subordinations of, or amendments to, Security (except in respect of postponements or subordinations of, or amendments to, Security made in accordance with this Agreement);
 - (ii) reduce the principal of, or interest on, or discount rate or margin applicable to any Commitments, Advances or fees hereunder;
 - (iii) increase the Commitment of any Lender or subject any Lender to any additional obligation;
 - (iv) decrease the amount of any Facility other than in accordance with the terms of this Agreement;

- (v) postpone any date fixed for any payment of principal of or reduce any principal payment to be made hereunder, or postpone any date fixed for any payment of interest on, any Commitments, Advances or fees hereunder or increase the term or maturity of the Facilities;
 - (vi) amend this Section 11.14;
 - (vii) amend the definition of “Lenders” or “Majority Lenders” or otherwise change the threshold number or percentage of Lenders required to consent or otherwise exercise discretion to take (or refrain from taking) any particular action under or in connection with this Agreement;
 - (viii) except as otherwise expressly provided for hereunder, permit a change in the Borrowers or an assignment or transfer of any of its rights or obligations under any Financing Document;
 - (ix) amend any of Sections 8.15 or 10.5;
 - (x) release any portion of the Security or make any material amendment thereto, except to the extent specifically provided for in this Agreement; or
 - (xi) amend any of the definition of “Rateable Portion”, Section 11.3 or Section 11.4.
- (c) No amendment, waiver, or consent shall amend, modify or otherwise affect the rights or duties of the Administrative Agent and Collateral Agent hereunder without the prior written consent of the Administrative Agent and Collateral Agent.

11.15 Taking and Enforcement of Remedies

- (a) Each of the Lenders hereby acknowledges that, to the extent permitted by Applicable Law, the remedies provided hereunder to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder are to be exercised not severally, but collectively by the Administrative Agent or the Collateral Agent as applicable, upon the decision of the Lenders regardless of whether declaration or acceleration was made pursuant to Section 10.2; accordingly, notwithstanding any of the provisions contained herein, but subject to the provisions of Section 11.14, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action with respect to the Facilities, including any declaration or acceleration under Section 10.2, but that any such action shall be taken only by the Administrative Agent or the Collateral Agent, as applicable, with the prior written agreement of the Lenders, provided that, notwithstanding the foregoing:
- (i) in the absence of instructions from the Lenders and where in the sole opinion of the Administrative Agent or the Collateral Agent, as applicable, the exigencies of the situation warrant such action, the Administrative Agent or the Collateral Agent, as applicable, may without notice to or consent of the Lenders take such action on behalf of the Lenders as it deems appropriate or desirable in the interest of the Lenders; and
 - (ii) the commencement of litigation before any court shall be made in the name of each Lender individually unless the laws of the jurisdiction of such court permit such

litigation to be commenced in the name of the Administrative Agent or the Collateral Agent, as applicable, on behalf of the Lenders (whether pursuant to a specific power of attorney in favour of the Administrative Agent, the Collateral Agent or otherwise) and the Administrative Agent or the Collateral Agent, as applicable, agrees to commence such litigation in its name;

each of the Lenders hereby further covenants and agrees that upon any such written consent being given by the Lenders, they shall cooperate fully with the Administrative Agent and the Collateral Agent to the extent requested by the Administrative Agent or the Collateral Agent, as applicable, in the collective realization including the appointment of a receiver and manager to act for their collective benefit; and each Lender covenants and agrees to do all acts and things and to make, execute and deliver all agreements and other instruments, including any instruments necessary to effect any registrations, so as to fully carry out the intent and purpose of this Section 11.15; and each of the Lenders hereby covenants and agrees that it has not heretofore and shall not seek, take, accept or receive any security for any of the obligations and liabilities of the Borrower hereunder or under any other document, instrument, writing or agreement ancillary hereto other than such security as is provided hereunder or thereunder and shall not enter into any agreement with any of the parties hereto or thereto relating in any manner whatsoever to the Facilities, unless all of the Lenders shall at the same time obtain the benefit of any such security or agreement, as the case may be.

- (b) The Lenders hereby further covenant and agree that upon any written consent referred to above being given by the Lenders, they shall co-operate fully with the Administrative Agent or the Collateral Agent, as applicable, to the extent requested by the Administrative Agent or the Collateral Agent, as applicable, in the collective realization including the appointment of a receiver and manager to act for their collective benefit; and each Lender covenants and agrees to do all acts and things to make, execute and deliver all agreements and other instruments, including any instruments necessary to effect any registrations, so as to fully carry out the intent and purpose of this Section 11.15.
- (c) Notwithstanding any other provision contained in this Agreement, no Lender shall be required to be joined as a party to any litigation commenced against the Borrowers by the Administrative Agent, the Collateral Agent or the Majority Lenders hereunder (unless otherwise required by any court of competent jurisdiction) if it elects not to be so joined in which event any such litigation shall not include claims in respect of the rights of such Lenders against the Borrowers hereunder until such time as such Lenders do elect to be so joined; provided that if at the time of such subsequent election it is not possible or practicable for such Lenders to be so joined, then such Lenders may commence proceedings in their own names in respect of their rights against the Borrowers hereunder.

11.16 Reliance upon the Administrative Agent, the Collateral Agent and the Technical Agent

The Borrowers shall be entitled to rely upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Administrative Agent, the Collateral Agent or the Technical Agent pursuant to this Agreement or any other Financing Document and the Borrowers shall be entitled to deal with the Administrative Agent, the Collateral Agent and/or the Technical Agent (and, except as otherwise specifically provided, not to deal with any Lenders prior to an Event of Default) with respect to all matters under each Financing Document without any liability whatsoever to the Lenders for relying upon any certificate, notice or other document or other advice, statement or instruction provided to

it by the Administrative Agent, the Collateral Agent and/or the Technical Agent, notwithstanding any lack of authority of the Administrative Agent, the Collateral Agent and/or the Technical Agent to provide the same. Without limiting the generality of the foregoing, but subject as herein otherwise specifically provided, none of the Lenders shall have any right to enforce directly any of the provisions of this Agreement or to communicate with the Borrowers except through the Administrative Agent, the Collateral Agent and/or the Technical Agent in accordance with the terms of this Agreement or as otherwise specifically provided in this Agreement. The provisions of this Article 11 are for the benefit of the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders and, except for the provisions of Sections 11.1(c), 11.11, 11.16, 11.17 and 11.18, may not be relied upon by the Borrowers.

11.17 Replacement of Cancelled Commitments

If, at any time prior to the Maturity Date, the Commitment of any Lender or Lenders is cancelled pursuant to the provisions of Section 4.2 or 10.2, or any Lender fails to perform its obligations hereunder, the Administrative Agent may, and at the request of the Borrowers, provided that no Default or Event of Default has occurred and is continuing shall, use its reasonable efforts to locate one or more other Persons (“**Substitute Lenders**”) satisfactory to the Borrowers (who may be an existing Lender) to become Lenders and to assume all or a portion of the Commitment so cancelled, provided that the Administrative Agent shall not be under any obligation to assume such cancelled Commitment itself if it is unable to locate any Substitute Lenders. Upon locating one or more Substitute Lenders, the Administrative Agent (on behalf of each of the parties hereto other than the Borrowers and the Lenders whose Commitment has been cancelled), the Borrowers and the Substitute Lenders shall make any appropriate amendments to this Agreement which are required to incorporate such Substitute Lenders or Lenders hereunder. If any Substitute Lender is not an existing Lender, then the Borrowers shall pay to the Administrative Agent an administration fee of \$3,500.

11.18 Disclosure of Information

- (a) In connection with any assignment or participation permitted pursuant to Section 13.11 or 13.13, the Administrative Agent, the Technical Agent or any Lender may provide any Transferee or participant or proposed Transferee or participant with any information it has concerning the financial condition of the Borrowers and its Subsidiaries other than information delivered by the Borrowers to the Administrative Agent, the Collateral Agent, the Technical Agent and/or the Lenders on a confidential basis which is not in the public domain (other than through a breach of this Agreement); provided that, for greater certainty, nothing in this Section 11.18(a) shall prevent the Administrative Agent, the Collateral Agent, the Technical Agent or any Lender from disclosing the terms of this Agreement, the Financing Documents and the Project Agreements on a confidential basis to any proposed Transferee or participant of any Lender; and provided further that consent of the Borrowers shall not be required if an Event of Default has occurred and is continuing or such proposed Transferee or participant has entered into a confidentiality agreement for the benefit of the Borrowers in a form satisfactory to the Borrowers, acting reasonably. The Borrowers hereby consent to the disclosure by any Lender of any information to any potential Lender or participant in connection with any assignment pursuant to Section 13.11 or any participation pursuant to Section 13.13, provided that the potential Lender or participant agrees in writing to keep the information confidential.
- (b) Subject to Section 11.18(a), the Administrative Agent, the Collateral Agent, the Technical Agent and each of the Lenders acknowledges the confidential nature of the financial, operational and other information and data provided and to be provided to it by the Borrowers pursuant hereto that is not at the time it is so provided or (other than through a

breach of this Agreement) thereafter in the public domain and agrees to use all reasonable efforts to prevent the disclosure thereof by it; provided, however, that:

- (i) the Administrative Agent, the Collateral Agent, the Technical Agent or any Lender may disclose all or any part of such information if (A) such disclosure is compellable by Applicable Law in connection with any pending judicial, administrative or governmental proceeding or is required or desirable in connection with any actual judicial, administrative or governmental proceeding or (B) such disclosure is compellable by Applicable Law;
- (ii) it shall incur no liability in respect of any disclosure of such information to any, or pursuant to the requirements of any, judicial authority, law enforcement agency, tax or regulatory authority (including any self-regulatory organization) which it is required to make in accordance with Applicable Law;
- (iii) unless such notice is prohibited by law or legal process, it shall inform the Borrowers, prior to making such disclosure, so that the Borrowers may seek a protective order or other appropriate remedy. If not practical to so inform prior to the disclosure, it shall inform the Borrowers as soon as is practicable, of any disclosure of such information made by it, unless such disclosure is in the ordinary course of its business or such tax or regulatory authority or such judicial authority (including any self-regulatory or supervisory organization) or law enforcement agency requires the Administrative Agent, the Collateral Agent, the Technical Agent or such Lender not to inform the Borrowers of the disclosure of such information to it or is a result of an examination by any governmental agency or regulatory authority, including any self-regulatory organization, asserting jurisdiction over such Lender in the normal course. In the event that a protective order or other remedy is not obtained, or the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender, as the case may be, discloses information without giving the Borrowers prior notice thereof, the Administrative Agent, the Collateral Agent, the Technical Agent or any Lender, as the case may be, will furnish only the portion of such information which such Person is legally required to be disclosed;
- (iv) the Administrative Agent, the Collateral Agent, the Technical Agent and each Lender may disclose all or any part of such information on a confidential basis (i) to its auditors, (ii) to Lenders' Counsel or other counsel on a confidential basis for the purpose of seeking or obtaining legal advice, and (iii) to the Independent Engineer, the Insurance Advisor and their other professional advisors in connection with the Facilities and the Project;
- (v) the Administrative Agent, the Collateral Agent, the Technical Agent and each of the Lenders may disclose such information on a confidential basis to each other and to any agent, Subsidiary or Affiliate of such Administrative Agent, Collateral Agent, Technical Agent or Lender;
- (vi) if an Event of Default has occurred and is continuing, the Administrative Agent, the Collateral Agent, the Technical Agent or any Lender may disclose such information, other than any competitively sensitive non-financial information which is proprietary in nature, to other lenders to the Borrowers or any of its

Subsidiaries on a confidential basis in connection with any discussions regarding or related to the resolution of such Event of Default;

- (vii) with the consent of the Borrowers; and
 - (viii) to the extent such information becomes publicly available other than as a result of a breach of this section or becomes available to the Administrative Agent, Collateral Agent, the Technical Agent or any Lender on a non-confidential basis from a source other than the Obligor.
- (c) In addition to the foregoing, the Borrowers and each Lender hereby acknowledge that the Administrative Agent and the Technical agent (as applicable) will make information available to the secured creditors by posting the information on “IntraLinks” or another similar electronic system (the “**Platform**”). Each Lender hereunder agrees that any document or notice posted on the Platform by the Administrative Agent or the Technical Agent shall be deemed to have been delivered to the Lenders. The Borrowers and the Lenders further agree that, to the extent reasonably practicable, any document delivered to the Administrative Agent and the Technical Agent (as applicable) for purposes of compliance with any provision of this Agreement or for dissemination to any other party hereto shall be delivered to the Administrative Agent and the Technical Agent (as applicable) in electronic form capable of being posted to the Platform.
- (d) Each Borrower and Lender understands that the distribution of materials and other communications through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution and agrees and assumes the risks associated with such electronic distribution, except to the extent caused by the willful misconduct or gross negligence of the Administrative Agent, the Technical Agent or the Collateral Agent, as determined by a final non-appealable judgment of a court of competent jurisdiction.
- (e) The Platform is provided “as is” and “as available”. Neither the Administrative Agent, any of the Technical Agent or Collateral Agent nor any of their respective Affiliates warrants the accuracy or completeness of the information contained on the Platform or the adequacy of the Platform and each expressly disclaims liability for errors or omissions in the information contained on the Platform. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects is made by the Administrative Agent, Technical Agent or Collateral Agent, or any of their respective Affiliates, in connection with the information contained on the Platform.

11.19 Payments Set Aside

To the extent that any payment by or on behalf of any Obligor under any Financing Document is made to the Administrative Agent, Issuing Lender or any Lender, or the Administrative Agent, Issuing Lender or any Lender exercises its right of set-off as to any Obligor, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, Issuing Lender or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any bankruptcy or insolvency proceedings or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not

occurred, and (b) each Lender and each Issuing Lender severally agrees to pay to Administrative Agent upon demand its pro rata share of any amount so recovered from or repaid by Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Administrative Agent's cost of funds at the relevant time.

11.20 PATRIOT Act

In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT ACT of the United States ("**Applicable AML Law**"), the Administrative Agent and Collateral Agent are required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Administrative Agent and Collateral Agent. Accordingly, each of the parties agree to provide to the Administrative Agent and Collateral Agent, upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Administrative Agent to comply with Applicable AML Law.

11.21 Erroneous Payments

- (a) Each Lender hereby agrees that (i) if the Administrative Agent notifies such Lender or any other Secured Creditor that the Administrative Agent has determined (in its sole discretion) that any funds received by such Lender or other Secured Creditor or any of their respective Affiliates (each a "**Recipient**") from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted or paid to, or otherwise erroneously or mistakenly received by, such Recipient (whether or not known to such Recipient) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), the Lender shall or shall cause its applicable Affiliate to promptly, but in no event later than one Banking Day thereafter, return or cause its Affiliate to return (as the case may be) to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of (x) at a fluctuating rate per annum equal to the overnight rate at which Canadian Dollars or funds in the currency of such Erroneous Payment may be borrowed by the Administrative Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Administrative Agent) and (y) a rate determined by the Administrative Agent in accordance with banking industry rules or prevailing market practice for interbank compensation from time to time in effect and (ii) to the extent permitted by applicable Law, such Lender and the applicable Recipient and each Affiliate thereof shall not assert any right or claim to the Erroneous Payment and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including waiver of any defense based on "**discharge for value**," that the intent of the Administrative Agent was that such Recipient retain the Erroneous Payment in all events, "**good consideration**" for the Erroneous Payment, change of position by such Recipient thereof or any doctrine or defence similar to any of the foregoing. A notice of the Administrative Agent to any Lender under this Section shall be conclusive, absent manifest error.

- (b) Without limiting the immediately preceding Section, each Lender hereby further agrees that if such Lender or any other Secured Creditor or Affiliate thereof receives an Erroneous Payment from the Administrative Agent (or any of its Affiliates) (i) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Erroneous Payment (an “**Erroneous Payment Notice**”), (ii) that was not preceded or accompanied by an Erroneous Payment Notice, or (iii) that such Lender or other Secured Creditor otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), in each case, an error or mistake has been made (and that it is deemed to have knowledge of such error or mistake at the time of receipt of such Erroneous Payment) with respect to such Erroneous Payment, and, to the extent permitted by applicable Law, such Lender or other Secured Creditor and each Affiliate thereof shall not assert any right or claim to the Erroneous Payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including waiver of any defense based on “**discharge for value**,” that the intent of the Administrative Agent was that such Lender or other Secured Creditor or Affiliate thereof retain the Erroneous Payment in all events, “**good consideration**” for the Erroneous Payment, change of position by such Lender or Affiliate thereof or any doctrine or defense similar to any of the foregoing. Each Lender and other Secured Creditor agrees that, in each such case, it shall promptly (and, in all events, within one Banking Day of its knowledge (or deemed knowledge) of such error or mistake) notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in all events no later than one Banking Day thereafter, return or cause its Affiliate to return (as the case may be) to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender or other Secured Creditor or Affiliate thereof to the date such amount is repaid to the Administrative Agent in same day funds at the greater of (x) at a fluctuating rate per annum equal to the overnight rate at which Canadian Dollars or funds in the currency of such Erroneous Payment may be borrowed by the Administrative Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Administrative Agent) and (y) a rate determined by the Administrative Agent in accordance with banking industry rules or prevailing market practice for interbank compensation from time to time in effect.
- (c) The Borrowers and each other Obligor hereby agrees that, in the event an Erroneous Payment (or portion thereof) is not recovered from any Lender or other Secured Creditor or Affiliate thereof that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or other Secured Creditor or Affiliate thereof with respect to such amount.
- (d) Each Lender or other Secured Creditor hereby authorizes the Administrative Agent to set-off, net and apply any and all amounts at any time owing to such Lender or other Secured Creditor under any Financing Document, or otherwise payable or distributable by the Administrative Agent to such Lender or other Secured Creditor under any Financing Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under Section 11.21(a).

- (e) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with Section 11.21(a) from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Recipient who received such Erroneous Payment (or portion thereof) on its behalf) (such unrecovered amount, an “**Erroneous Payment Return Deficiency**”), upon the Administrative Agent’s notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto):
- (i) such Lender shall be deemed to have assigned its Loans (but not any of its Commitments) under any of the applicable Credit Facilities with respect to which such Erroneous Payment was made (the “**Erroneous Payment Impacted Facilities**”) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not any of its Commitments) of the Erroneous Payment Impacted Facilities, the “**Erroneous Payment Deficiency Assignment**”) (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance)), and is hereby (together with the Borrowers) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment;
 - (ii) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment;
 - (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and any of its Commitments which shall survive as to such assigning Lender;
 - (iv) the Administrative Agent and each Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment; and
 - (v) the Administrative Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment.

For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement. Subject to Section 13.11 (but excluding, in all events, any assignment consent or approval requirements (whether from the Borrower or otherwise)), the Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and, upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x)

shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such loans are then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

- (f) Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent, any assignment or transfer of rights or obligations by (or the replacement of) a Lender or an Affiliate thereof, the termination of the Commitments or the repayment, satisfaction or discharge of all Secured Obligations (or any portion thereof) under any Financing Document.

ARTICLE 12

COSTS, EXPENSES AND INDEMNIFICATION

12.1 Costs and Expenses

The Borrowers shall pay promptly, upon request by the Administrative Agent, the Collateral Agent or the Technical Agent, as applicable, accompanied by reasonable supporting documentation or other evidence, all reasonable costs and expenses in connection with preparation, printing, performance, execution and delivery of this Agreement and the other documents to be delivered hereunder including the reasonable fees and out-of-pocket expenses of the Lenders' Counsel with respect thereto. Except for ordinary expenses of the Lenders relating to the day-to-day administration of this Agreement, the Borrowers further agree to pay all costs and expenses (including reasonable fees and expenses of counsel, accountants and other experts) in connection with the administration, interpretation, preservation or enforcement of rights of the Administrative Agent, the Collateral Agent, Technical Agent and the Lenders under this Agreement and each other Financing Document including all costs and expenses sustained by them as a result of any failure by the Borrowers or an Obligor to perform or observe its obligations contained in this Agreement or any other Financing Document.

12.2 Indemnification by the Borrowers, the Collateral Agent, the Administrative Agent and the Technical Agent

In addition to any liability of the Borrowers to the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders under any other provision hereof, the Borrowers shall indemnify the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders and hold the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders harmless against any costs or expenses incurred by the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders (including reasonable breakage costs) as a result of: (a) any failure by the Borrowers to fulfil any of their obligations hereunder in the manner provided herein including any cost or expense incurred by reason of the liquidation or re-employment in whole or in part of deposits or other funds required by the Lenders to fund or maintain any Advance as a result of the failure of a Borrower to complete a Drawdown or to make any repayment or other payment on the date required hereunder or specified by it in any notice given hereunder (but excluding costs arising solely out of loss of anticipated profits); or (b) the failure of the Borrowers to pay any other amount including any interest or fee due hereunder on its due date; or (c) the prepayment or repayment by the Borrowers of any Advance prior to its date of maturity or the last day of the then current Interest Period for such Advance, including, without limiting the generality of the foregoing, any repayment or prepayment resulting from the circumstances referred to in Section 4.2 or Section 2.6. For greater certainty, no prepayment fee, make-whole payment or penalty or premium shall be

payable in respect of any prepayment, whether mandatory or optional, of Advances outstanding under the Facilities.

12.3 Funds

Each amount advanced, made available, disbursed or paid hereunder shall be advanced, made available, disbursed or paid, as the case may be, in immediately available funds or, after notice from the Lenders, in such other form of funds as may from time to time be customarily used in Toronto, Canada in the settlement of banking transactions similar to the banking transactions required to give effect to the provisions of this Agreement on the day such advance, disbursement or payment is to be made.

12.4 General Indemnity

- (a) **Indemnity.** The Borrowers agrees to indemnify and save harmless the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders and their respective officers, directors, employees, agents, advisors, representatives and affiliates (collectively, the “**Indemnitees**” and individually, an “**Indemnitee**”) from and against any and all liabilities, costs, claims, damages, penalties, losses and expenses, including reasonable legal fees and disbursements of counsel but excluding any Indemnitee’s loss of profits incurred by or asserted against the Indemnitees in any way relating to or arising out of this Agreement, any Financial Document, the transactions, contemplated thereunder, or any action taken or omitted by the Indemnitees; (collectively, the “**Losses**”) as a result of any Claim asserted against the Indemnitees by a Person other than the Indemnitees under, pursuant to or in connection with any Financing Document or in connection with the agreement of the Lenders to provide the Facilities and the Advances made by the Lenders including: (i) the costs of defending and/or counterclaiming or claiming over against third parties in respect of any Claim; and (ii) any Losses arising out of a settlement of any Claim made by the Indemnitees.
- (b) **Limitations to Indemnity.** The foregoing obligations of indemnification shall not apply to any Losses suffered by the Indemnitees or any of them or to any Claim asserted against the Indemnitees or any of them to the extent such Loss or Claim (i) has resulted from the gross negligence or wilful misconduct of the Indemnitees or any of them as determined by a final non-appealable judgment of a court of competent jurisdiction, or (ii) is in relation to Taxes, other than Taxes that represent Losses arising from any non-Tax Claim.
- (c) **Notification.** Whenever the Administrative Agent, the Collateral Agent, the Technical Agent or a Lender shall have received notice that a Claim has been commenced or threatened, which, if successful, would subject the Borrowers (the “**Indemnifying Party**”) to the indemnity provisions of this Section 12.4, the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender shall as soon as reasonably possible notify (to the extent permitted by Applicable Law) the Indemnifying Party in writing of the Claim and of all relevant information the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender possesses relating thereto; provided, however, that failure to so notify the Borrowers shall not release it from any liability which it may have on account of the indemnity set forth in this Section 12.4.

12.5 Environmental Claims

- (a) **Indemnity.** The Borrowers agrees to defend, indemnify and save harmless the Indemnitees from and against any and all Losses as a result of any Claims asserted against the

Indemnites by a Person other than the Indemnites with respect to any actual, threatened or alleged Release, presence, emission, deposit, issuance, discharge, transportation or disposal of any Hazardous Substance on, into, onto, under or from the Properties or any other property or assets of the Borrowers or which arises out of or in connection with any action of, or failure to act by, the Borrowers or any predecessor, agent or employee thereof in contravention of any Environmental Laws or Environmental Permits including: (i) the costs of defending and/or counterclaiming or claiming over against third parties in respect of any Claim; and (ii) any Losses arising out of a settlement of any Claim made by the Indemnites.

- (b) **Limitations to Indemnity.** The foregoing obligations of indemnification shall not apply to any Losses suffered by the Indemnites or any of them or to any Claim asserted against the Indemnites or any of them which relates, directly or indirectly, to any action or omission of any of the Indemnites while in possession or control of the Properties which is grossly negligent or constitutes wilful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.
- (c) **Notification.** Whenever Administrative Agent, the Collateral Agent, the Technical Agent or a Lender shall have received notice that a Claim has been commenced or threatened, which, if successful, would subject the Borrowers to the indemnity provisions of this Section 12.5, the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender, as the case may be, shall as soon as reasonably possible notify the Borrowers of the Claim and of all relevant information the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender possesses relating thereto.

ARTICLE 13

GENERAL

13.1 Term

This Agreement (other than the provisions hereof which by their terms expressly survive termination hereof) shall expire on the date that all of the Advances have been repaid in full, together with accrued interest thereon, all other amounts due to the Administrative Agent, the Collateral Agent or the Lenders hereunder have been paid and the Lenders have no further obligations under this Agreement and all amounts due to a Lender under the Required Hedging Program have been paid.

13.2 Survival

All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith by or on behalf of the Borrowers shall survive the execution and delivery of this Agreement and shall continue in full force and effect so long as there is any obligation of the Borrowers to the Lenders hereunder. For greater certainty, notwithstanding that any existing Lender may cease to be a Lender under this Agreement, to the extent that such existing Lender or its Affiliate continues to be a party to the Hedge Arrangement, all covenants, agreements, representations and warranties made herein or certificates delivered in connection herewith by or on behalf of the Borrowers shall continue in full force and effect for the benefit of such existing Lender with respect to any obligations of the Borrowers under the Required Hedging Program so long as there is an obligation of the Borrowers to such Lender or its Affiliate under the Required Hedging Program. The provisions of Sections 3.9, 4.1, 11.5, 11.8, 11.10, 11.19, 12.1, 12.2, 12.4, and 12.5 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of all obligations, the expiration or

termination of the Letters of Credit and the Commitments, or the resignation or removal of the Administrative Agent or the Collateral Agent.

13.3 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Borrowers and the successors and permitted assigns of the Lenders and the Administrative Agent and the Collateral Agent.

13.4 Notices

All notices, requests, demands or other communications to or from the parties hereto shall be in English, in writing and shall be given by way of electronic email communication, in pdf format, fax, by overnight delivery service or by hand delivery of originals to the addressee as follows:

- (a) If to the Borrowers or any other Obligor:

GSC Solar Fund II LP
c/o Grasshopper Solar Corporation
5750 Timberlea Boulevard, Unit 16
Mississauga, Ontario
L4W 5B9

Attention: Himanshu Sarin
Email: himanshu.sarin@grasshopperenergy.com
Telephone: 1 (289) 326-3932

- (b) If to the Administrative Agent

Deutsche Bank Trust Company Americas
Trust and Agency Services
1 Columbus Circle, 17th Floor
New York, NY 10019

Attention: Jennifer Vandyne
Telephone: 714-247-6258
Email: jennifer.vandyne@db.com

- with a copy to -

Attention: Randy Kahn
Email: randy.kahn@db.com

- and to -

Attention: Eve Anderson
Email: eve.anderson@db.com

- (c) If to the Collateral Agent:

Deutsche Bank Trust Company Americas
Trust and Agency Services
1 Columbus Circle, 17th Floor
New York, NY 10019

Attention: Jennifer Vandyne
Telephone: 714-247-6258
Email: jennifer.vandyne@db.com

- with a copy to -

Attention: Randy Kahn
Email: randy.kahn@db.com

(d) If to the Technical Agent

Deutsche Bank Securities, Inc.
1 Columbus Circle
New York, NY 10019

Attention: I&E Deal Team
Email: db-ieny-projectgalaxy@list.db.com

(e) If to the Lenders, at the address set forth in Schedule 1,

or at such other address or to such other individual as the Borrowers may designate by notice to the Lenders or the Lenders may designate by notice to the Borrowers, as the case may be. If any notice, request, demand or other communication is delivered or transmitted on a day other than a Banking Day or after 3:00 p.m. on any Banking Day, the same shall be deemed to have been effectively given and received on the next following Banking Day.

13.5 **Amendment and Waiver**

Subject to Section 11.14, this Agreement and documents collateral hereto may be modified or amended and a waiver of any breach of any term or provision of this Agreement shall be effective only if the Borrowers and the Lenders, the Administrative Agent and the Collateral Agent so agree in writing. A waiver of any breach of any term or provision of this Agreement shall be limited to the specific breach waived.

13.6 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. The parties hereto agree that any legal suit, action or proceeding arising out of this Agreement may be instituted in the courts of Ontario, and the parties hereto hereby accept and irrevocably submit to the non-exclusive jurisdiction of said courts and acknowledge their competence and agree to be bound by any judgment thereof.

13.7 **Waiver of Jury Trial**

Each party hereto acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably

and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action; (b) such party has considered and understood the implications of this waiver; (c) such party makes this waiver knowingly and voluntarily; and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and acknowledgments in this Section.

13.8 Further Assurances

The Borrowers, at its expense, will promptly execute and deliver, or cause to be executed and delivered, to the Lenders, the Administrative Agent or Collateral Agent, as applicable, upon request, all such other and further documents, agreements, certificates and instruments necessary or desirable to be in compliance with, or in respect of the accomplishment of the covenants and agreements the Borrowers hereunder or to more fully state the obligations of the Borrowers as set out in any Financing Document or to make any recording, file any notice or obtain any consents, all as may be necessary or appropriate in connection therewith.

13.9 Enforcement and Waiver by the Lenders

The Administrative Agent, the Collateral Agent and the Lenders shall have the right at all times to enforce the provisions of this Agreement and any other Financing Document and agreements to be delivered pursuant hereto or thereto in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of the Lenders in refraining from so doing at any time or times. The failure of the Administrative Agent, the Collateral Agent or the Lenders at any time or times to enforce rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom or in any way or manner modified or waived the same.

13.10 Judgment Currency

To the extent permitted by Applicable Law, if any judgment or order is rendered and expressed in a currency other than the currency (the “**Agreement Currency**”) in which amounts are payable under the Facilities (a) for the payment of any amount owing by the Borrowers in respect of the Facilities, this Agreement or the Hedge Arrangement, or (b) in respect of a judgment or order of another court for the payment of any amount described in (a) above, the Lenders, after recovery in full of the aggregate amount to which the Lenders are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Borrowers the amount of any shortfall in the Agreement Currency received by the Lenders as a consequence of sums paid in such other currency and will refund promptly to the Borrowers any excess of the Agreement Currency received by the Lenders as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Agreement Currency is converted into the currency of the judgment or order for the purposes of such judgment or order and the rate of exchange at which the Lenders are, acting in a reasonable manner and in good faith in converting the currency received into the Agreement Currency, to purchase the Agreement Currency with the amount of the currency of the judgment or order actually received by the Lenders. The term “rate of exchange” includes any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Borrowers under the provisions of this Section 13.10 shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of the Facilities or this Agreement or the Hedge Arrangement.

13.11 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the Lenders, and the Borrowers, the Administrative Agent and the Collateral Agent and their respective successors and permitted assigns, except that the Borrowers shall not assign any rights or obligations with respect to this Agreement or any of the other Financing Documents without the prior written consent of the Lenders, the Administrative Agent and the Collateral Agent.

13.12 EEA Financial Institutions

Notwithstanding anything to the contrary in this Agreement, any other Financing Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Financing Document, to the extent such liability is unsecured, may be subject to the write down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Financing Document; or (iii) the variation of the terms of such liability in connection with the exercise of the write down and conversion powers of the applicable Resolution Authority.

13.13 Assignments

- (a) The Lenders reserve their rights to assign, transfer or sell all or any part of their respective rights and obligations in respect of any one or more of the Facilities contained herein from time to time to any other Lender or to any bank or financial institution without the prior consent of the Borrowers in minimum amounts (where less than all such rights and obligations are being transferred) (each, a “**Transferee**”) of \$10 million and increments of \$2.5 million, and subject to the following conditions (in which the term “assignment” and its derivative forms shall refer to any assignment, sale, transfer or other disposition):
 - (i) *Intentionally Deleted.*
 - (ii) an assigning Lender may assign all or a portion of any one or more Facilities, with no obligation to transfer; a pro rata portion of its interests across the Facilities or a subset thereof;
 - (iii) except where an Event of Default has occurred and is continuing, the Borrowers will not be responsible for any increased costs, taxes, withholding taxes or indemnities arising as a result of such assignment;

- (iv) upon the assignment becoming effective the assignor will be released from all obligations with respect to the assigned interest;
 - (v) upon assignment the Transferee will pay to the Administrative Agent a fee of \$3,500, except when assigned to an Affiliate or if the fee is waived by the Administrative Agent in its discretion. The Administrative Agent will follow its typical “know your client” process on any Transferee, including requiring the delivery of such tax forms and “know your client” questionnaires as the Administrative Agent may require from time to time, prior to processing any instructions from such joining party;
 - (vi) except as noted in clause (b)(C) below, under no circumstances shall a transfer be permitted to (a) a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person) or (b) any person or entity which is incorporated or domiciled in a jurisdiction which is identified in (A) the EU consolidated list of persons, groups and entities subject to Common Foreign and Security Policy (CFSP) related to financial sanctions; (B) the OECD Financial Action Task Force (FATF) as a non-cooperative country and territory (NCCT) due to non-compliance with the obligation of vigilance prescribed by FATF standards; or (C) to any hedge fund, vulture fund or any similar entity that specializes in distressed assets (provided that this clause (C) will not apply after the occurrence and during the continuance of an Event of Default); and
 - (vii) each Lender shall, concurrent with any permitted assignment by such Lender of the entirety of its rights and obligations under and in respect of the Credit Facilities, use commercially reasonable efforts to assign (or cause its Affiliate to assign) its rights and obligations under the Secured Hedge Agreements to the relevant permitted assignee or to another Lender or Hedge Bank. With respect to any permitted assignment by a Lender of less than the entirety of its rights and obligations under and in respect of the Credit Facilities, such Lender shall not be required to make a corresponding assignment of its rights and obligations under any Secured Hedge Agreements to which it is party, provided that the Borrowers shall have a right to require such a corresponding assignment in the event that (and only in the event that) the remaining commitment of the relevant assignor Lender under the Credit Facilities would be less than 10% of the notional amount of the Credit Facilities that is subject to its Secured Hedging Agreement.
- (b) The assigning Lender shall obtain from the assignee an acceptance of the assignee, addressed to the parties to this Agreement (an “**Acceptance Agreement**”) (as such parties may be constituted at such time) and substantially in the form of Schedule 13.13, whereby the assignee agrees to be bound by this Agreement and the other Financing Documents in the place and stead of the assignor Lender to the extent of the rights and obligations of the assignor so assigned. After such execution and delivery of the Acceptance Agreement, and consent of the Borrowers, to the extent required:
- (i) the assignee thereunder shall be a party to this Agreement and, to the extent that rights and obligations hereunder have been assigned to it, shall have the rights and obligations of a Lender hereunder,

- (ii) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such assignment agreement, relinquish its rights and be released from its obligations under this Agreement, other than (A) obligations in respect of which it is then in default, and (B) to the extent that it has assigned all of its interest, such Lender shall cease to be a party hereto. Notwithstanding any other term of this Agreement, the assigning Lender shall continue to be entitled to the benefits of Article 12 with respect to facts and circumstances occurring prior to the effective date of the assignment,
- (c) The Administrative Agent, acting solely for this purpose as an agent of the Lenders, shall maintain at one of its offices a copy of each Acceptance Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the loan owing to, each Lender pursuant to the terms hereof from time to time (the “**Register**”). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrowers and any Lenders, at any reasonable time and from time to time upon reasonable prior notice.
- (d) Notwithstanding anything to the contrary set forth above, a Lender may (without requesting the consent of the Borrowers) pledge its Advances to the Bank of Canada or the U.S. Federal Reserve Bank in support of borrowings made by the Lender from the Bank of Canada or the U.S. Federal Reserve Bank, as applicable.
- (e) Any Lender may at any time pledge or assign or grant a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.
- (f) Any Lender receiving an assignment or participation interest under this Agreement shall be entitled to assign, grant a participation in, pledge, or assign or grant a security interest in, its Loan, or interest therein, to the same extent as a Lender pursuant to the terms hereof. Any secured party granted a pledge or security interest pursuant to paragraphs 13.12(d) or 13.12(e) shall be entitled to further assign, grant a participation in or grant a pledge or security interest in the pledge or security interest granted thereunder.
- (g) Any Lender shall be entitled to assign its Advances and Commitments to, or otherwise transfer its rights and obligations hereunder to, another branch or lending office of such Lender.

13.14 Participations

A Lender may, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participation to one or more banks, financial institutions or other Persons in or to all or a portion of its rights and obligations under this Agreement but the participant shall not become a Lender and:

- (a) a Lender’s obligations under this Agreement shall remain unchanged;
- (b) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations;

- (c) the Borrowers shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement;
- (d) no participant shall have any right to approve any amendment or waiver of any provision of this Agreement, or any consent to any departure by any Person therefrom; and
- (e) a participation by the Lender of its interest (or a part thereof) hereunder or a payment by a participant to the Lender as a result of the participation will not constitute a payment under this Agreement to the Lender or an Advance to the Borrowers.

13.15 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

13.16 Facsimile and Electronic Delivery

To evidence the fact that it has executed this Agreement or any other document contemplated by or delivered under or in connection with this Agreement, a party may deliver a copy of its executed counterpart to all other parties thereto by transmitting such counterpart by facsimile (fax) or by electronic mail and, unless the parties agree to some other date as the date of delivery, the transmitting or posting party, as the case may be, shall be deemed to have delivered this Agreement on the date it transmitted such counterpart by facsimile (fax) or by electronic mail or such later date as the transmitting party, as the case may be, specifies in a written notice to the other parties given with or prior to the transmission or posting, as the case may be, of its executed counterpart.

Any party delivering an executed counterpart of this Agreement or such other document by transmitting such counterpart or document by facsimile (fax) or electronic mail shall, upon request or if expressly required under this Agreement, thereafter deliver to the other parties a counterpart bearing its original signature (but any failure or delay in so doing shall not derogate in any way from the sufficiency or effectiveness of that party having transmitted its executed counterpart by facsimile (fax) or electronic mail).

The signature of an individual executing this Agreement (or any notice, certificate or other document contemplated by this Agreement) on behalf of a party, if sent and received by electronic mail or facsimile (fax) transmission, will be deemed to be genuine in the absence of evidence to the contrary and thus effective in the hands of the recipient, and binding upon the individual whose signature it reproduces and upon the party on whose behalf that individual signed, for all purposes and with the same effect as if it were the original signature of that individual.

13.17 Paramountcy

In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of any other Financing Document, the provisions of the Credit Agreement shall prevail.

13.18 Time of the Essence

Time shall be of the essence in this Agreement.

13.19 Amendment and Restatement; Confirmation

- (a) Upon satisfaction of the conditions set out under Section 5.3, this Agreement will become effective and amend and restate the Original Credit Agreement in its entirety and the Original Credit Agreement as so amended and restated is hereby ratified and confirmed by the parties hereto. This Agreement is not intended by the parties to, and shall not constitute, a payment, discharge, satisfaction or novation of any obligation of any Obligor to the lenders party to the Original Credit Agreement, including the whole or any item or part of the Obligations (as defined and existing under the Original Credit Agreement) remaining outstanding and owing to any of the lenders party thereto until paid in full in accordance with the provisions of this Agreement.
- (b) Each Obligor hereby confirms to and agrees with the Lenders that its Obligations (as defined and existing under the Original Credit Agreement) shall continue in full force and effect in accordance with their respective terms (amended and restated pursuant to this Agreement) until paid in full in accordance with the provisions of this Agreement.
- (c) Notwithstanding any of the foregoing or any other term hereof, all of the covenants, representations and warranties on the part of the Obligors under the Original Credit Agreement and all of the claims and causes of action arising against the Obligors in connection therewith, in respect of all matters, events, circumstances and obligations arising or existing prior to the Second Restatement Date shall continue, survive and shall not be merged in the execution of this Agreement or any other Financing Documents.
- (d) Each Obligor hereby confirms its obligations and the validity and effectiveness of the Liens created under the Security (as defined in the Original Credit Agreement) and affirms and agrees that such Security continues in full force and effect in accordance with its terms, and that such Security will continue to constitute part of the Security and secure the Obligations both before and after the Second Restatement Date.
- (e) Each Obligor hereby confirms, as applicable, that: (i) the guarantee delivered by it from time to time in connection the Original Credit Agreement remains in full force and effect as a continuing guarantee of the Obligations (all as more particularly set forth in such guarantee and including, without limitation, any additional indebtedness, liability or obligations arising under or as a result of the amendment and restatement of the Original Credit Agreement), enforceable against such Obligor in accordance with its terms and (ii) each other Financing Document to which it is a party remains in full force and effect, enforceable against such Obligor in accordance with its terms.

[Remainder of page blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BORROWERS:

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC.**, as Borrower

By: _____

Name: Azeem M. Qureshi

Title: Director

By: _____

Name:

Title:

GSC SOLAR FUND II LP, by its general partner, **GSC SOLAR FUND II GP INC.**, as Borrower

By: _____

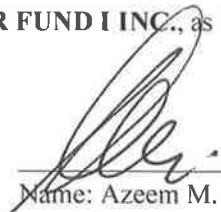
Name: Azeem M. Qureshi

Title: Director

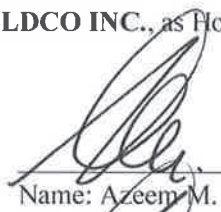
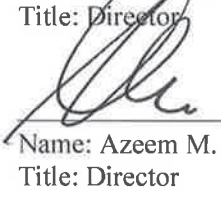
By: _____

Name:

Title:

SPONSOR:**GSC SOLAR FUND I INC., as Sponsor**By: Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:**HOLDCO:****GSC GP HOLDCO INC., as Holdco**By: Name: Azeem M. Qureshi
Title: DirectorBy: Name: Azeem M. Qureshi
Title: Director

GENERAL PARTNERS:**GSC SOLAR FUND I GP INC.**By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

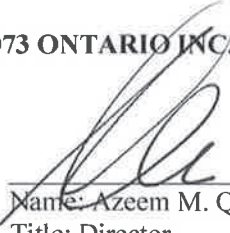
Name:
Title:

GSC SOLAR FUND II GP INC.By: 

Name: Azeem M. Qureshi
Title: Director

By: 

Name: Azeem M. Qureshi
Title: Director

PROJECT SUBSIDIARIES:**2245073 ONTARIO INC.**By: 

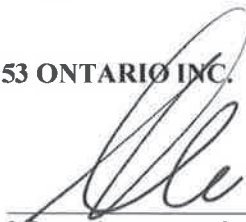
Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

2246253 ONTARIO INC.By: 

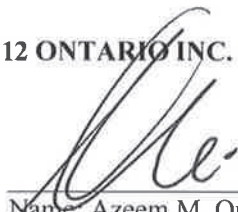
Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

2377512 ONTARIO INC.By: 

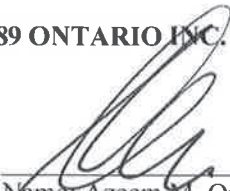
Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

2410089 ONTARIO INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

2410581 ONTARIO LIMITEDBy: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

2416428 ONTARIO INC.By: 

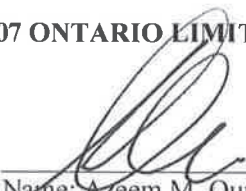
Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

2421907 ONTARIO LIMITEDBy: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

2422500 ONTARIO INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

2428760 ONTARIO INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

BIIDAASKE INC.

By:



Name: Azeem M. Qureshi
Title: Director

By:

Name:
Title:**CELESTE SOLAR GP INC.**

By:



Name: Azeem M. Qureshi
Title: Director

By:

Name:
Title:**CELESTE SOLAR LP, by its general partner,
CELESTE SOLAR GP INC.**

By:



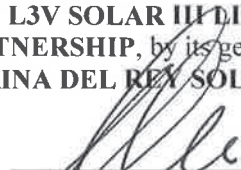
Name: Azeem M. Qureshi
Title: Director

By:

Name:
Title:

**CEW L3V SOLAR III LIMITED
PARTNERSHIP, by its general partner,
MARINA DEL REY SOLAR INC.**

By:


Name: Azeem M. Qureshi
Title: Director

By:

Name:
Title:

CHI BIIDAASKE INC.

By:

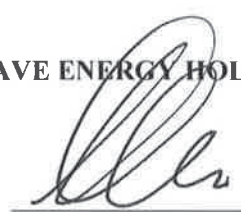

Name: Azeem M. Qureshi
Title: Director

By:

Name:
Title:

CLEAVE ENERGY HOLDINGS LTD.

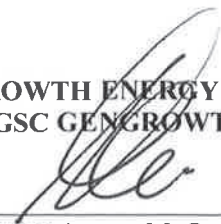
By:


Name: Azeem M. Qureshi
Title: Director

By:

Name:
Title:

GENGROWTH ENERGY LP, by its general partner, **GSC GENGROWTH GP INC.**

By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

GRASSHOPPER SOLAR FIT PROJECTS INC.

By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

GSC GENGROWTH GP INC.

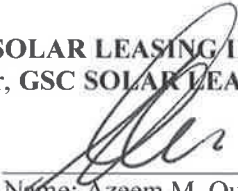
By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC.**

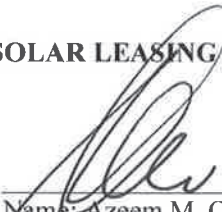
By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name: _____
Title: _____

GSC SOLAR LEASING II GP INC.

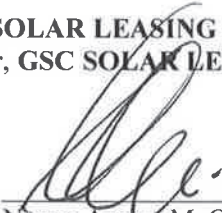
By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name: _____
Title: _____

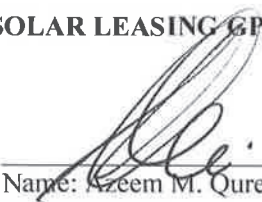
GSC SOLAR LEASING LP, by its general partner, **GSC SOLAR LEASING GP INC.**

By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name: _____
Title: _____

GSC SOLAR LEASING GP INC.By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

GSC SOUTHLAKE SOLAR GP INC.By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

**GSC SOUTHLAKE SOLAR LP, by its
general partner, GSC SOUTHLAKE SOLAR
GP INC.**By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

GSC SPN 4 PROJECTS GP INC.By: 

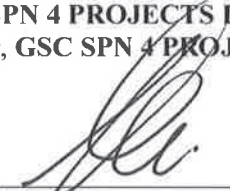
Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

GSC SPN 4 PROJECTS LP, by its general partner, GSC SPN 4 PROJECTS GP INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

HOWARD AVENUE SOLAR INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

ICM REALTY GROUP SOLAR 2013 INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

**LDREC SPN LP, by its general partner,
SOLAR POWER NETWORK 003 INC.**By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

MARINA DEL REY SOLAR INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

MCLEVIN AVENUE SOLAR INC.By: 

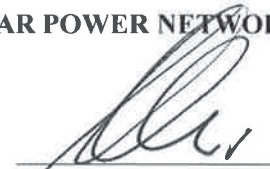
Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 001 INC.By: 

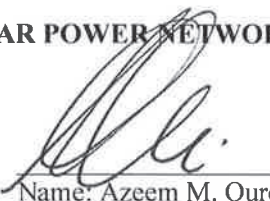
Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 003 INC.By: 

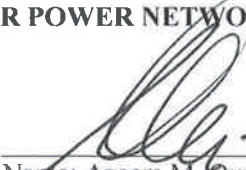
Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 006 INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 007 INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 009 INC.By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

**SPN LP 1, by its general partner, SOLAR
POWER NETWORK 009 INC.**

By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

**SPN LP 3, by its general partner, SOLAR
POWER NETWORK 001 INC.**

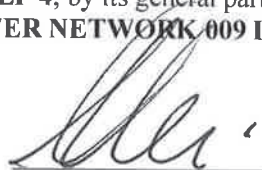
By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

**SPN LP 4, by its general partner, SOLAR
POWER NETWORK 009 INC.**

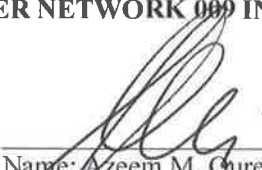
By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

**SPN LP 5, by its general partner, SOLAR
POWER NETWORK 000 INC.**

By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name:

Title:

**SPN LP 10, by its general partner, SOLAR
POWER NETWORK 006 INC.**

By: 

Name: Azeem M. Qureshi

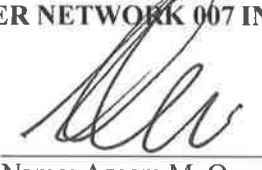
Title: Director

By: _____

Name:

Title:

**SPN LP 14, by its general partner, SOLAR
POWER NETWORK 007 INC.**

By: 

Name: Azeem M. Qureshi

Title: Director

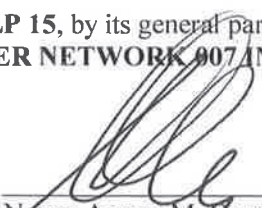
By: _____

Name:

Title:

SPN LP 15, by its general partner, **SOLAR
POWER NETWORK 007 INC.**

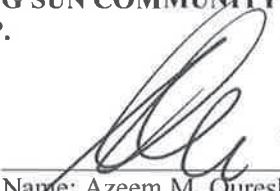
By:



Name: Azeem M. Qureshi
Title: Director

By:

Name:
Title:

**RISING SUN COMMUNITY POWER
CORP.**By: 

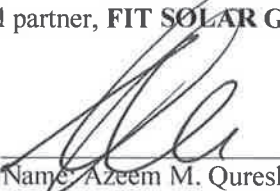
Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

**HSSW LIMITED PARTNERSHIP, by its
general partner, FIT SOLAR GP 1 INC.**By: 

Name: Azeem M. Qureshi

Title: Director

By: _____

Name: _____

Title: _____

FIT SOLAR GP 1 INC.By: 

Name: Azeem M. Qureshi

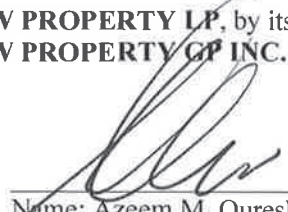
Title: Director

By: _____

Name: _____

Title: _____

HSSW PROPERTY LP, by its general partner,
HSSW PROPERTY GP INC.

By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

HSSW PROPERTY GP INC.

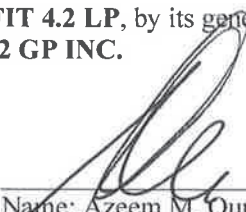
By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

GSC FIT 4.2 LP, by its general partner, **GSC
FIT 4.2 GP INC.**

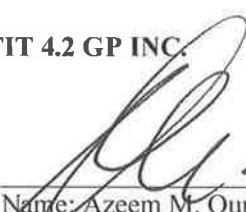
By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

GSC FIT 4.2 GP INC.

By: 

Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

GREENLIFE SOLAR PROJECTS INC.

By: 

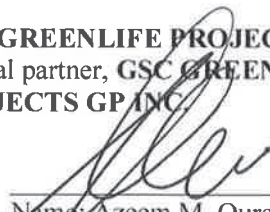
Name: Azeem M. Qureshi
Title: Director

By: _____

Name:
Title:

GSC GREENLIFE PROJECTS LP, by its
general partner, **GSC GREENLIFE
PROJECTS GP INC.**

By:

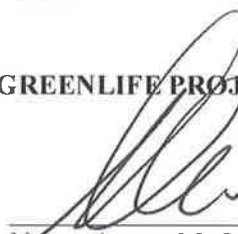

Name: Azeem M. Qureshi
Title: Director

By:

Name:
Title:

GSC GREENLIFE PROJECTS GP INC.

By:

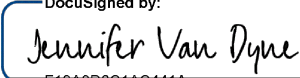

Name: Azeem M. Qureshi
Title: Director

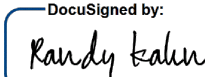
By:

Name:
Title:

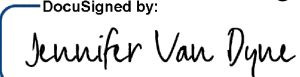
AGENTS:

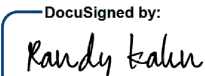
DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent

By: 
Name: Jennifer Van Dyne
Title: Vice President

By: 
Name: Randy Kahn
Title: Director

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: 
Name: Jennifer van Dyne
Title: Vice President

By: 
Name: Randy Kahn
Title: Director

DEUTSCHE BANK SECURITIES INC., as
Technical Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

AGENTS:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent**

By: _____
Name:
Title:

By: _____
Name:
Title:

**DEUTSCHE BANK SECURITIES INC., as
Technical Agent**

By: Stephen Wollman
Name: Stephen wollman
Title: Managing Director

By: Jeremy Eisman
Name: Jeremy Eisman
Title: Managing Director

LENDERS:

**DEUTSCHE BANK AG, CANADA
BRANCH, as a Lender**

By: David Gynn
Name: David Gynn
Title: Director

By: Edward Salibian
Name: Edward Salibian
Title: Assistant Vice President

THE BANK OF NOVA SCOTIA, as a Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

LENDERS:**DEUTSCHE BANK AG, CANADA
BRANCH**, as a Lender

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

THE BANK OF NOVA SCOTIA, as a Lender

By:  _____
Name: Caitlin Furtado
Title: Director, National Accounts

By:  _____
Name: Sebastian Reveredo
Title: Director, National Accounts

APPENDIX A

THIRD PARTIES

APPROVED SUPPLIERS

Solar Modules

LG Electronics, Inc.
 Celestica Inc.
 Jinko Solar Co. Ltd.
 JA Solar Holdings Co., Ltd.
 ReneSola Ltd.
 Trina Solar, Limited

Inverters

Fronius International GmbH
 Sungrow Power Supply Co. Ltd.
 SolarEdge Technologies, Inc.
 SMA Solar Technology AG
 Enphase Energy, Inc.

Trackers

GP Joule Group
 Axsus Solar
 Schletter Inc.

CONTROLLED SUPPLIERS

Note: Specific models are not listed; however, all Approved Suppliers and Controlled Suppliers must provide only “A” grade equipment. Any equipment that is not “A” grade or is not manufactured within the general quality control processes and specifications as in place when the Approved Supplier or Controlled Supplier was added to this Schedule will be deemed to not be from “Approved Suppliers” or “Controlled Suppliers”.

Solar Modules

Manufacturers	Cap (MW-DC)	Cap (%)
Canadian Solar Inc.	22.9	37.35%
Flextronics International Ltd.	4.50	7.64%
Silfab Srl	1.4	2.73%
Hanwha Q-CELLS Co. Ltd.	6.2	89.25%
Panasonic Corporation of North America, Sovello GmbH, Heliene Inc., Eclipsall Energy	4.50	7.00%

Manufacturers	Cap (MW-DC)	Cap (%)
Corp., & Conergy AG (collectively)		

Inverters

Manufacturers	Cap (MW Cap)	Cap (%)
KACO New Energy GmbH	1.00	2.00%
Advanced Energy Industries Inc.	4.50	7.00%
Delta Electronics, Inc. and ABB Power T&D Ltd. (collectively)	0.25	1.00%

Trackers

Tracker	Cap (MW Cap)	Cap (%)
None.		

COMMUNITY HOLDCOS

Greenlife Co-operative Inc.
 London District Renewable Energy Co-operative Inc.
 Ryde Community Cooperative Inc.
 Corporation of Township of Val Rita Harty
 Sunvie Renewable Energy Cooperative Inc.

COMMUNITY GP HOLDCOS

Solar Power Network 003 Inc.
 GSC GreenLife Projects GP Inc.
 Solar Power Network 006 Inc.

COMMUNITY PROJECT SUBSIDIARIES

ICM Realty Group Solar 2013 Inc.
 LDREC SPN LP
 GreenLife Solar Projects Inc.
 GSC GreenLife Projects LP
 Rising Sun Community Power Corp.
 SPN LP 10

FIRST NATIONS

Aamjiwnaang First Nation
 Nipissing First Nation

M'Chigeeng First Nation
Wikwemikong First Nation

FIRST NATION GP HOLDCOS

Solar Power Network 009 Inc.
Solar Power Network 001 Inc.
Marina Del Rey Solar Inc.
Celeste Solar GP Inc.
GSC Gengrowth GP Inc.

FIRST NATION HOLDCOS

Structural Tech Corporation Ltd.
Nipissing Solar (SPN) LP
HIAH Economic Dev LP
Wikwemikong Renewable Energy Limited Partnership
Chippewas of the Thames Development Corporation

FIRST NATION PROJECT SUBSIDIARIES

Chi Biidaaske Inc.
Biidaaske Inc.
Celeste Solar LP
SPN LP 1
SPN LP 4
SPN LP 5
SPN LP 3
Gengrowth Energy LP
CEW L3V Solar III Limited Partnership

PROJECT SUBSIDIARY HOLDCOS

McLevin Avenue Solar Inc
2410089 Ontario Inc.
2416428 Ontario Inc.
2422500 Ontario Inc.
Cleave Energy Holdings Ltd.
GSC FIT 4.2 LP
GSC FIT 4.2 GP Inc.
GSC SPN 4 Projects LP
GSC SPN 4 Projects GP Inc.

MUNICIPAL GP HOLDCO

FIT Solar GP 1 Inc.

MUNICIPAL HOLDCO

The Corporation of The Township of Val Rita Hatry

MUNICIPAL PROJECT SUBSIDIARY

HSSW Limited Partnership

PUBLIC SECTOR GP HOLDCO

GSC Southlake Solar GP Inc.

PUBLIC SECTOR HOLDCO
Southlake Regional Health Centre

PUBLIC SECTOR PROJECT SUBSIDIARY
GSC Southlake Solar LP

APPENDIX B
POST-CLOSING COVENANTS

1. **Applicable Margin.** On or before the date that is ten (10) Business Days following the Second Restatement Date, the Borrowers shall deliver to the Administrative Agent a certificate of a Senior Officer stating the percentage representing the proportion of Advances made with respect to MicroFIT Projects relative to the aggregate amount of all Advances made under the Facilities and providing supporting calculations.
2. **NDA.** On or before the date that is thirty (30) days following the Second Restatement Date, the Borrowers shall have delivered to the Administrative Agent a Non-Disturbance Agreement executed by Royal Bank of Canada (“**RBC**”) and Solar Power Network 001 Inc. and SPN LP 1 (the “**Tenant**”), pertaining to Notice of Lease registered November 27, 2014 as instrument no. CE637882 in favour of the Tenant, as then postponed by a Postponement of Interest registered June 10, 2016 as instrument no. CE717668 to the RBC Charge registered June 10, 2016 as instrument no. CE717664, with respect to the lands municipally known as 129 Erie Street South, Leamington and legally described in PIN 75132-0001(LT).
3. **Insurance Advisor.** On or before the date that is forty-five (45) days following the Second Restatement Date, the Insurance Advisor shall have reviewed the insurance policies (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer) required pursuant to Schedule 5.3(h) in respect of the Projects and shall have provided to the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders its report in connection with the Projects and a certificate, substantially in the form of Schedule 5.3(i).

SCHEDULE 1
LENDERS AND THEIR COMMITMENTS

<u>Lender</u>	<u>Term Facility Commitment</u>	<u>L/C Facility Commitment</u>

1. Deutsche Bank AG, Canada Branch	\$77,337,731.74	Nil.

199 Bay Street, Suite 4700
Commerce Court West, Box 263
Toronto, Ontario
M5L 1E9

Attention: David Gynn
Email: david.gynn@db.com
Telephone: +1 (416) 682-8267

With copy to:

Deutsche Bank Securities, Inc.
1 Columbus Circle
New York, NY 10019
United States

Attention: Team Members
Email: db-ieny-projectgalaxy@list.db.com
Telephone: +1 (212) 250-7880

<u>Lender</u>	<u>Term Facility Commitment</u>	<u>L/C Facility Commitment</u>

2. The Bank of Nova Scotia	\$77,337,731.74	\$9,359,670.00

40 King Street West, 13th Floor
Toronto, Ontario
M5H 1H1

Attention: Caitlin Furtado
Email: caitlin.furtado@scotiabank.com
Telephone: 647-984-3965

ISSUING LENDER

1. The Bank of Nova Scotia (contact information above)

SCHEDULE 2
LIST OF PROJECTS

C&I FIT Projects

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
1.	SA1 - 77 Netherby Road, Welland	2245073 Ontario Inc.	500	701.03
2.	SA2 - 129 Netherby Road, Welland	2245073 Ontario Inc.	500	798.05
3.	SA3 - 1053 Wellington Street South, Dresden	2246253 Ontario Inc.	500	872.3
4.	Ironside - 100 Ironside Drive, Brampton	Grasshopper Solar FIT Projects Inc.	500	599.64
5.	Saltsman - 115 Saltsman Drive, Cambridge	Chi Biidaaske Inc.	299	358.15
6.	Savannah - 195 Savannah Oaks, Brantford	Chi Biidaaske Inc.	420	479.94
7.	Maybrook - 1 Maybrook Drive, Scarborough	Chi Biidaaske Inc.	250	299
8.	Stayner - 6319 Highway 26, R.R. 2, Stayner	Chi Biidaaske Inc.	240	288
9.	Snow Valley - 1479 Snow Valley Road, Barrie	Chi Biidaaske Inc.	250	300.01
10.	Howard - 7826 Howard Avenue, McGregor	Howard Avenue Solar Inc.	250	300
11.	Woodlawn - 20 Woodlawn Road East, Guelph	2377512 Ontario Inc.	240	312.58
12.	Hempstead - (Units 1-94) 95 Hempstead Drive, Hamilton	2410581 Ontario Limited	249.6	498.22
13.	Mill Street - 73 Mill Street, Hensall	2428760 Ontario Inc.	180	233.325
14.	140/150 McLevin - 140-150 McLevin Avenue, Toronto	ICM Realty Group Solar 2013 Inc.	500	599.94
15.	120 McLevin - 120 McLevin Avenue, Toronto	ICM Realty Group Solar 2013 Inc.	250	299.97

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
16.	1755 Sylvestre Drive, Tecumseh	SPN LP 1	120	138.6
17.	1724 County Rd 20, Leamington	SPN LP 1	156	172.8
18.	370 Erie St. East, Windsor	SPN LP 1	500	575.68
19.	2627 Temple Dr., Windsor	SPN LP 1	132	127.68
20.	2720 St. Etienne Blvd., Windsor	SPN LP 1	120	137.25
21.	55 Talbot Street West, Leamington	SPN LP 1	390	443.25
22.	24 Oak Street East, Leamington	SPN LP 1	190	215.625
23.	129 Erie Street South, Leamington	SPN LP 1	90	96.75
24.	1295 North Service Road, Burlington	SPN LP 3	432	502.20
25.	666 Burnhamthorpe Road, Etobicoke	SPN LP 3	230	275.705
26.	25 Museum Drive, Orillia	SPN LP 3	165.4	178.56
27.	329 Parkside Drive, Waterdown	SPN LP 3	224.3	267.84
28.	71 City View Drive, Toronto	SPN LP 3	116	121.94
29.	1390 Advance Road, Oakville	SPN LP 3	216	256.68
30.	1389 Advance Rd., Oakville	SPN LP 3	140	167.4
31.	600 Gillard St., Wallaceburg	SPN LP 3	110	131.75
32.	196 Erie Street North, Wheatley	SPN LP 3	362.7	435.24
33.	1212 North Street, Dresden	SPN LP 3	308.9	368.28
34.	49 Bond Avenue, Chatham	SPN LP 3	320	383.78
35.	11 Dansk Crt, Etobicoke	SPN LP 3	360	397.95
36.	30 Curtis Ave North, Paris	SPN LP 3	360	431.36

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
37.	2333 Wyecroft Road (Units 1-12), Oakville	SPN LP 3	180	214.2
38.	405 Eastport Blvd, Hamilton	SPN LP 3	200	229.12
39.	275 Victoria St, St. Marys	SPN LP 3	250	299.84
40.	565 Richmond St., Chatham	SPN LP 3	240	269.44
41.	2100 Main St, Val Caron	SPN LP 4	233.5	279
42.	25 Oriole Pkwy, Elmira	SPN LP 4	450	520
43.	490 Elgin St., Brantford	SPN LP 4	500	600
44.	192 Mary Street, Brantford	SPN LP 4	386.3	457.6
45.	46 Zatonski Ave., Brantford	SPN LP 4	360	431.9
46.	80 Second Ave. West, Norfolk	SPN LP 4	400	462.08
47.	107 & 109 Greenock Street East, Port Dover	SPN LP 4	206.5	246.4
48.	24 Norfolk Street, Simcoe	SPN LP 4	266.4	317.25
49.	54 Parkway Ave., Markham	SPN LP 5	148.1	172.98
50.	330 Sovereign Rd., London	LDREC SPN LP	165.4	198.45
51.	363 Sovereign Rd., London	LDREC SPN LP	270	294.35
52.	570 Industrial Rd., London	LDREC SPN LP	498	591.15
53.	85 Midpark Rd., London	LDREC SPN LP	174.7	208.25
54.	2449 Dundas St. E., London	LDREC SPN LP	200	221.9
55.	2200 Wharncliffe Road S., London	LDREC SPN LP	138.7	163.45
56.	1717 Oxford St. E., London	LDREC SPN LP	480	564.55
57.	760 Wharncliffe Rd S., London	LDREC SPN LP	255	297.5

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
58.	Marina del Rey - 4130 Bayview Avenue, Orillia	CEW L3V Solar III Limited Partnership	249.4	294
59.	247 Kingsley Road, Picton	Cleave Energy Holdings Ltd.	249.50	334.62
60.	15860 Loyalist Parkway, Bloomfield	Cleave Energy Holdings Ltd.	250	328.19
61.	553 County Road 22, Picton	Cleave Energy Holdings Ltd.	250	340.08
62.	473 South Big Island Road, Demorestville	Cleave Energy Holdings Ltd.	75	114.40
63.	162 Fish Lake Rd, Demorestville	Cleave Energy Holdings Ltd.	50	68.64
64.	1944 County Road 5, Picton	Cleave Energy Holdings Ltd.	100	162.24
65.	1036 Gilead Rd, Bloomfield	Cleave Energy Holdings Ltd.	100	149.18
66.	3154 County Road 1, Bloomfield	Cleave Energy Holdings Ltd.	35	56.36
67.	13644 Loyalist Parkway, Picton	Cleave Energy Holdings Ltd.	70	114.92
68.	48 Nery Avenue, Picton	2421907 Ontario Limited	59.97	101.40
69.	93 Healey Rd., Bolton	SPN LP 14	133.2	160.0
70.	649 South Service Rd., Grimsby	SPN LP 14	279.8	334.4
71.	20682 Hurontario Street, Caledon	SPN LP 14	190	228
72.	354 Tiffin Street, Barrie	SPN LP 14	140	168
73.	265 Industrial Rd., Cambridge	SPN LP 15	399.6	439.2
74.	305 Industrial Rd., Cambridge	SPN LP 15	210	252

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
75.	2694 Highway 7, Otonabee/Indian River	GSC Southlake Solar LP	499.4	599.04
76.	5994 Wellington Road 24 Trafalgar Road Hillsburgh	GSC Southlake Solar LP	499.4	599.04
77.	203 Acton Drive, RR1 Montague/Smiths Falls	GSC Southlake Solar LP	500	596.7
78.	1759 Highway 43, RR 4 Merrickville	GSC Southlake Solar LP	500	596.7
79.	84 Quesnel Road, West Nipissing	GSC Southlake Solar LP	250	299.91
80.	84 Quesnel Road, Sturgeon Falls	GSC Southlake Solar LP	250	299.91
81.	420 Quesnel Rd, West Nipissing	GSC Southlake Solar LP	250	299.91
82.	382 Quesnel Road, West Nipissing	GSC Southlake Solar LP	250	299.91
83.	580 Quesnel Rd, West Nipissing	GSC Southlake Solar LP	250	299.91
84.	3189 Vern Drive, Greater Sudbury, ON P0M 1E0	GSC Southlake Solar LP	250	299.52
85.	3134 Main Street, Greater Sudbury, ON P0M 1E0	GSC Southlake Solar LP	250	299.52
86.	2884 Main Street, Greater Sudbury, ON P0M 1E0	GSC Southlake Solar LP	250	299.52
87.	N ½ Lot 18, Concession 4, North Plantagenet Alfred/ Plantagenet, Ontario, K0B 1L0	Celeste Solar LP	500	599.83

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
88.	Derby Works Yard 62190 Side Road 3, RR# 3, Owen Sound, Ontario	Biidaaske Inc.	500	599.82
89.	81605 Side Road 6, RR# 4, Tara, Ontario	Biidaaske Inc.	500	598.29
90.	IP Compost Site Park Lot 10 Range 9 EGR P1 Owen Sound; Pt Park Lot 9 Range 9 EGR P1 Owen Sound; Pt Park Lot 9 Range 8 EGR Owen Sound Pt 1 & 2, 16R7694, Pt 3 16R1193 & Pt 8 16R337 Except Pt 1, 16R1193; Owen Sound being Pt 2, 16R7694. 37061-0027	Biidaaske Inc.	500	599.20
91.	IP Public Works 2125 18 th Avenue East, Owen Sound, Ontario	Biidaaske Inc.	500	600
92.	IP Rail Trail Pt Park Lot 8 Range 10 EGR P1 Owen Sound Pt 6 16R4708; Owen Sound 37060-0137	Biidaaske Inc.	500	600
93.	238 Neil MacGregor Rd, Grafton, Ontario	Gengrowth Energy LP	250	299.25
94.	332 King's Wharf Rd., Kawartha Lakes, Ontario	Gengrowth Energy LP	250	298.20
95.	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario	Gengrowth Energy LP	250	299.25
96.	1209 Crowley Line, RR6, Peterborough, Ontario	Gengrowth Energy LP	250	298.20
97.	2721 Highway 134, Douro, Ontario	Gengrowth Energy LP	250	298.20
98.	3161 Old Norwood Rd., Peterborough, Ontario	Gengrowth Energy LP	500	599.76
99.	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario	Gengrowth Energy LP	250	299.25

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
100.	33935 Thorah Sideroad, Beaverton, Ontario	Gengrowth Energy LP	250	299.25
101.	206497 Highway 26 Meaford Ontario N4L 1W7	GSC SPN 4 Projects LP	250	299.66
102.	180-200 Fitch Street Welland Ontario L3C 2S2	GSC SPN 4 Projects LP	300	359.89
103.	2882 Shelter Valley Rd, Alnwick/Haldiman, ON K0K 2G0	GreenLife Solar Projects Inc.	250	299.81
104.	1474 County Road 507, Buckhorn, Trent Lakes, ON K0L 1J0	GreenLife Solar Projects Inc.	500	599.96
105.	14603 Highway 62, Madoc, ON K0K 2K0	GreenLife Solar Projects Inc.	250	299.81
106.	1234 Asphodel-Norwood, ON K0L 1Y0	GreenLife Solar Projects Inc.	500	599.96
107.	58 Moore Rd Alnwick/Halldimand, ON K0K 1M0	GreenLife Solar Projects Inc.	100	119.72
108.	2161 Blezard Line Otonabee-South Monaghan, ON K0L 2B0	GreenLife Solar Projects Inc.	500	599.96
109.	437 County Road 36, Harvey, Municipality of Trent Lakes, K0M 1A0	GreenLife Solar Projects Inc.	250	299.81
110.	171 Isaac Rd Alnwick/Halldimand, ON K0K 2H0	GreenLife Solar Projects Inc.	500	599.96
111.	3155 Lakeshore Rd, Port Hope, ON L1A 3V7	GreenLife Solar Projects Inc.	500	599.96
112.	County Road 36, Harvey, Municipality of Trent Lakes, ON K0M 1A0	GreenLife Solar Projects Inc.	250	299.81
113.	25 Anderson Rd, Havelock- Belmont-Methuen, ON K0L 1Z0	GreenLife Solar Projects Inc.	250	299.81
114.	2262 County Rd 44, Havelock-Belmont-Methuen, ON K0L 2H0	GreenLife Solar Projects Inc.	500	299.81
115.	1312 Crowley Line, Otonabee-South Monaghan, ON K9J 6X7	GreenLife Solar Projects Inc.	500	599.96
116.	6330 Ganaraska Rd, port Hope, ON L0A 1B0	GreenLife Solar Projects Inc.	500	599.96

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
117.	4822 Jasper Martin Road, Baltimore, ON K0K 1C0	GreenLife Solar Projects Inc.	500	599.96
118.	2674 Country Road 42, Stayner, ON L0M 1S0	HSSW Limited Partnership	99.80	119.72
119.	2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0	HSSW Limited Partnership	99.80	119.72
120.	19 Somerville 3 rd Concession, Fenelon Falls, ON K0M 1N0	HSSW Limited Partnership	250.00	299.88
121.	136 Dartmoor Rd., Sebright, ON L0K 1W0	HSSW Limited Partnership	250.00	299.88
122.	3 Fire Route 53, Havelock, ON K0L 1Z0	GSC Southlake Solar LP	500.0	598.40
123.	313 Pipeline Road, Cramahe, ON K0K 1M0	GSC Southlake Solar LP	250.0	299.20
124.	8010 Stonehouse Road, Campbellcroft, ON L0A 1B0	GSC Southlake Solar LP	500.0	598.40
125.	38 Stephenson Road 8 W, Huntsville, Ontario, P0B 1M0	Rising Sun Community Power Corp.	500	599.94
126.	237 Proudfoot Road, Huntsville, Ontario, POB 1MO	Rising Sun Community Power Corp.	500	599.94
127.	55 Plant Farm Blvd. Brantford, ON N3S 7W2	SPN LP 10	499.50	599.33
128.	75 Plant Farm Blvd. Brantford, ON N3S 7W2	SPN LP 10	499.50	599.33
129.	111 Sherwood Drive Brantford, ON N3T 6J9	SPN LP 10	500.00	599.70
130.	635 Tecumseh Rd. W. Windsor, ON N8X 1H4	SPN LP 10	480.00	299.97
131.	600 Wall St. Wallaceburg, ON N8A 3H9	SPN LP 10	250.00	299.67

Residential MicroFIT Projects

See attached.

Sl. No.	ID	Address
1	101485	250 Lockheed Drive, Hamilton, ON, L8T 5A4
2	102444	3335 Burdock Place, Mississauga, ON, L5A 4B7
3	102813	267 Zokol Drive, Aurora, On, L4G 0C2
4	103396	23 Daniel Avenue, Kitchener, ON, N2K 1E8
5	103408	116 Chrysler Crescent, Cambridge, ON, N3H 5S6
6	103504	153 The Queensway N, Georgina, ON, L4P 3C8
7	103694	242A Woodhaven Road, Kitchener, ON, N2C 1V6
8	103729	48 Upper Canada Drive, Kitchener, ON, N2P 1E5
9	103838	17 Charity Cres., Markham, ON, L6C 0A6
10	103891	44 O'Brien Street, Marmora, ON, K0K 2M0
11	103916	359 Ritson Road North, Oshawa, ON, L1G 5P9
12	104131	130 Major Buttons Dr, Markham, ON, L3P 3X6
13	104149	28 Evaleigh Ct., Whitby, ON, L1N 8N2
14	104226	23 Diana Dr, Toronto, ON, M3M 2W2
15	104233	130 Gate St, Welland, ON, L3C 7E9
16	104268	35 Silas Street, Hamilton, ON, L9B 0B5
17	104346	1 Blossom Avenue, Brampton, ON, L6X 2W2
18	104390	1441 Bassingthwaite Innisfil, On, L9S 0E1
19	104584	40 Casa Grande St. Richmond Hill, ON, L4S 1R3
20	104697	1130 Lichen Avenue, Ottawa, On, K4A 4A6
21	104760	17 Bare Rock Road, Kirkfield, ON, K0M 2B0
22	104790	6865 Johnson Wagon Crescent, Mississauga, On, L5W 1B1
23	104847	1216 Langley Circle Oshawa, On, ON, L1K 0E2
24	104856	2296 Pinery Rd. Smith Falls, ON, K7A 4S7
25	105037	2 Splinter Drive Napanee, ON, K7R 3V1
26	105343	190 Elgin St, Madoc, ON, K0K 2K0
27	105772	3135 Kenilworth Drive, Windsor, On, N9E 4M6
28	105838	721 Happy Vale Drive, Innisfil, ON, L9S 2E6
29	105896	73 Botany Hill Road, Scarborough, On, M1G 3K4
30	105898	9350 Aire Court, Windsor, ON, N8S 4E6
31	106238	1 Mildred Ave., St. Catherine, ON, L2R 6H9
32	106248	48 Hillier Crt, Brantford, ON, N3R 1X4
33	106930	12 Manorglen Cres., Scarborough, ON, M1S 1W4
34	106953	1715 Minto Ave, La Salle, On, N9J 3H6
35	106987	5200 Swiftcurrent Tr, Mississauga, ON, L5R 2H8
36	107025	103 Letitia St, Barrie, On, L4N 1P4
37	107030	880 Morley Ave, Milton, On, L9T 4Y8
38	107036	140 Macdonald Cres, Milton, On, L9T 2Z1
39	107133	28 Carat Crescent, Richmond Hill, ON, L4S 0B3
40	107171	48 Earl Grey Cres., Brampton, ON, L7A 2L1
41	107205	28 Frederick Ave., Hamilton, ON, L8H 4K3
42	107344	70 Daphnia Dr, Thornhill, On, L4J 8X4
43	107492	10 Kingsmead Crt, Richmond Hill, On, L4E 4E5
44	107592	219 Guildwood Dr, Hamilton, ON, L9C 6W7
45	107748	289 Santone Avenue, Welland, ON, L3C 2J7

46	107776	758 Willowbank Trail, Mississauga, ON, L4W 3M1
47	107881	56 Bridle Path, Wallaceburg, ON, N8A 4Z3
48	108005	9 Gladstone Ave, Guelph, ON, N1E 1L7
49	108019	11 Sedona Court, Hamilton, ON, L9B 2R1
50	108076	30 Glen Castle Drive, Stoney Creek, ON, L8G 2Z4
51	108100	3041 Windwood, Mississauga, ON, L5N 2K2
52	108256	73 Bellingham Dr., Hamilton, ON, L8V 3R3
53	108430	35 Glenayr St, Hamilton, On, L9C 7J2
54	108474	2093 Burbank Drive, Mississauga, ON, L5L 3J3
55	108501	230 Orkney Road, Lynden, On, L0R 1T0
56	108529	25 Fielding Crescent Hamilton, ON, L8V 2P3
57	108673	61 Maplewood Avenue, Hamilton, On, L8M 1W7
58	108745	233 Zina Street, Orangeville, ON, L9W 1E9
59	108795	225 Nida Dr, Keswick, On, L4P 1G2
60	109061	17 Fenchurch Manor, Barrie, ON, L4N 5X7
61	109107	20 Pasadena Avenue, Brampton, On, L6P 2W3
62	109217	300 Victoria St. South, Kitchener, ON, N2M 3A3
63	109281	620 Mcroberts Ave, Toronto, On, M6E 4R7
64	109314	3196 Hedgestone Crt Mississauga, On, L4X 2K2
65	109394	118 Badessa Circle Thornhill, On L4J 6E2
66	109426	4 Dayton Street, Cambridge, ON, N1R 1H4
67	109437	60 Jones Dr Barrie, ON, L4M 6H5
68	109452	3 Bromley Cres, Brampton, On, L6T 1Z2
69	109460	8 Hillhurst Drive, Richmond Hill, ON, L4B 3B7
70	109462	638 Lott Cres, Milton, ON, L9T 7P7
71	109549	211 Valridge Drive, Ancaster, ON, L9G 5C5
72	109553	454 Robert Ferrie Dr, Kitchener, ON, N2P 2Y4
73	109622	10755 Third Line, Milton, ON, L9T 2X9
74	109771	181 Madden Place, Bowmanville, ON, L1C 5K4
75	109858	71 Quantum Street, Markham, ON, L3S 4J5
76	110167	28 Brighton Pl, Brampton, ON, L6Z 1G4
77	110186	66 Wildlark, Crescent, ON, N2N 3E9
78	110261	58 Dells Crescent, Brampton, On L7A 2R7
79	110458	1649 Ballantrae Drive, Oshawa, ON, L1K 0A8
80	110532	32 Delmonico Rd, Brampton, ON, L6P 2K5
81	110644	4 Orange Tree Gate, Brampton, On, L7A 2A7
82	110650	484 Strasburg Road, Kitchener, ON, N2E 1T7
83	110677	605 Mohawk Road E, Hamilton, ON, L8V 2J8
84	110744	115 Morrison Cres, Markham, On, L3R 9L1
85	110759	203 Aberfoyle Ave Hamilton, ON, L8K 4S4
86	110864	550 Maplehurst Ave., Oakville, ON, L6L 4Z1
87	110909	214 Langstaff Rd W, Richmond Hill, ON, L4C 6N6
88	110937	441 Marion Ave, Oshawa, On L1J 3B5
89	110943	120 Wendy Court, Kitchener, ON, N2A 3T3
90	110956	25 Tarlton Crt, Vaughan, ON, L4J 3H7
91	110960	21 Gordon Weeden Road, Markham, ON, L6E 1Y5
92	111004	28 Hellyer Ave., Brampton, ON, L6Y 0M3

93	111037	88 Ridgefield Cres, Maple, ON, L6A 1J8
94	111112	17 Black Maple Cres, Maple, ON, L6A 0P6
95	111135	1124 Greenpark Blvd., Windsor, On, L8P 1J4
96	111164	14 Dysart Ave Haliburton, ON, K0M 1S0
97	111320	21 Carberry Cres Brampton, ON, L6V 2G1
98	111326	24 Sidney Crt Guelph, ON, N1G 4V1
99	111329	19 Morgante Cres, Hamilton, On, L9B 2W9
100	111343	59 La Salle Ave, Oshawa, On, L1H 5Y3
101	111463	994 Renaissance Dr, Oshawa, On, L1J 2E5
102	111575	12 Benton, Brampton, ON, L6W 3B9
103	111626	5813 Rivergrove Ave, Mississauga, On, L5M 4W4
104	111645	797 Buckingham Crt, Mississauga, On, L5C 4M4
105	111650	82 Paperbark Ave, Maple, ON, L6A 0Y2
106	111680	147 Mohawk Road East, Hamilton, ON, L9A 2H4
107	111740	94 Forbes Crescent, Markham, On, L3R 6S8
108	111762	19 Vanstraalen St, Carlisle, ON, L0R 1H3
109	111938	199 Vellore Ave, Woodbridge, On, L4H 2W4
110	111982	116 Braidwood Lk Rd, Brampton, On, L6Z 4L9
111	112042	2956 Sycamore Street, Oakville, ON, L6J 7H8
112	112053	1394 Wren Ave, Oakville, ON, L6L 2V6
113	112138	15 Gayla St., Thornhill, On, ON, L4J 6W2
114	112160	66 Ashfield Drive, Richmond Hill, ON, L4E 2M4
115	112260	52 Lanterna Cres, Woodbridge, ON, L4H 1B9
116	112303	155 Kensington Ave N, Hamilton, On, L8L 7N4
117	112341	159 Iona Ave, Hamilton, ON, L8S 2L9
118	112386	37 Kerr Cres, Ingersoll, On, N5C 4H1
119	112845	147 Ewen Rd, Hamilton, ON, L8S 3C6
120	112915	25 Valmont Ave Richmond Hill, On L4E 0P9
121	112974	2402 Valley Heights, Oakville, ON, L6H 6X1
122	112998	47 Teddington Ave, Markham, On, L3R 6T6
123	113007	54 Song Bird Drive, Markham, ON, L3S 3T9
124	113057	76 Lauraview Cres, Markham, ON, L6C 2R6
125	113059	180 Creekpath, Oakville, ON, L6L 6T5
126	113091	38 Dorchester Drive, Brampton, ON, L6T 3E1
127	115519	11 Timberwolf Cres, Woodbridge, ON, L4H 2W2
128	115721	1023 Lockwood Circle, New Market, ON, L3X 1M2
129	115991	46 Mikayla Cres, Whitby, ON, L1M 2H9
130	116278	4379 Forest Fire Lane, Mississauga, ON, L4W 3P3
131	116483	34 Crowland Dr, Toronto, On, M9W 2S4
132	116559	15 Kimble Avenue, Bowmanville, ON, L1C 0J9
133	116706	275 Leamon Street, Waterford, On, N0E 1Y0
134	116716	110 Fresno Crt, Markham, ON, L3R 0T7
135	116725	43 Wexford Road, Brampton, On, L6Z 2W4
136	117649	57 Hillsvieview Rd west, Bradford, On, L3Z 2A6
137	118935	27 Via Nova Drive, Vaughan, On, L4L 7P9
138	119845	236 Holmes Crescent, Milton, On, L9T 0R2
139	120222	311 Steepleridge St, Kitchener, On, N2P 0B3

140	120322	305 Brookwood Blvd, Whitby, On, L1R 1S6
141	120358	4 Myrna Lane, Scarborough, On, M1V 3N7
142	120714	19 Amy Court, Woodbridge, On, L4L 7R2
143	120766	35 Peach Blossom Cres, Kitchener, On, N2E 3Z6
144	121453	5145 Nestling Grove, Mississauga, On, L5M 0L3
145	121809	50 Corby Rd, Markham, ON, L3R 8L7
146	121810	384 Thayer Ave, Hamilton, On, L9A 1J9
147	121812	19 Irene Drive, Barrie, On, L4N 0Y8
148	121816	107 Whitwell Drive, Brampton, On, L6P 1E3
149	121822	1431 Eleanor Ave, Cambridge, On, N3H 4N4
150	121852	183 Stonybrook Dr, Kitchener, On, N2M 4L8
151	121880	132 Lawnhurst Dr, Hamilton, On, L8V 4P2
152	122068	33 Fullerton Crescent, Markham, On, L3R 3G4
153	122074	256 Alfred Paterson Drive, Markham, On, L6E 2G1
154	122077	87 Raymervill Drive, Markham, On, L3P 4J3
155	122104	1460 Fairview Rd, Cambridge , On, N3H 4M4
156	122110	5 Albion Cres, Brampton, On, L6T 1L3
157	122124	5697 Glen Erin Dr., Mississauga, On, L5M 5J2
158	122128	75 Quantum St, Markham, On, L3S 4J4
159	122466	119 Old Maple Blvd, Guelph, On, N0B 2K0
160	122481	6253 Skinner St, Niagara Falls, On, L2G 2Y6
161	122613	18 Hummingbird Drive, Toronto, On, M1X 1W8
162	122933	23 Henry St, Kitchener, On, N2G 1P4
163	122955	37 Silver Egret Rd, Brampton, On, L7A 3P6
164	122998	695 Peter Robertson Blvd, Brampton, On, L6R 1L7
165	123001	25 Charrington Cres, Markham, On, L3R 0R3
166	123013	307 Steepleridge St, Kitchener, On N2P 0B3
167	123038	2 Elsa Crt, Hamilton, On, L9C 4R6
168	123074	146 Kitty Murray Lane, Ancaster, On, L9K 1K8
169	123075	333 Killarney Crt, Oshawa, On, L1J 6C6
170	123111	36 Marchbank Cres, Brampton, On, L6S 3B1
171	123124	20 Cadillac Cres, Brampton, On, L7A 3B2
172	123200	100 Beech St, Brampton, On, L6V 1V6
173	123642	20 Samuel Dr, Guelph, On, N1L 1C3
174	123929	26 Badger Ave, Brampton, On, L6R 1Z2
175	124050	22 Clydesdale Road, Markham, On, L3R 3S9
176	124069	35 Janet Crt, Hamilton, On, L8E 4X8
177	124254	76 Clive Road, Kitchener, On, N2H 2G4
178	124741	3242 Cambourne Cres, Mississauga, On, L5N 5G3
179	124780	251 Erinbrook Dr, Kitchener, On, N2E 3K9
180	124901	67 Octillo Blvd, Brampton, On, L6R 2V6
181	124902	58 Portrush Trail, Brampton, On, L6X 0R1
182	125150	1232 Sherwood Mills Blvd, Mississauga, On, L5V 1S7
183	125175	46 Iron Gate St, Kitchener, On, N2N 3R7
184	125184	235 Vodden Street West, Brampton, On, L6X 2X7
185	125362	144 Raymerville Dr, Markham, On, L3P 4M9
186	125594	3184 Cambourne Cres, Mississauga, On, L5N 5G1

187	125680	69 Pinnacle Cres, Guelph, On, N1K 1P6
188	125714	29 Picasso Drive, Brampton, On, L6P 3J7
189	125781	263 Holloway Terrace, Milton, On, L9T 0S1
190	125866	16 Gamla Rd, Vaughan, On, L6A 0W3
191	125885	199 Cardinal St, Barrie, On L4M 6G8
192	125938	101 Lent Crescent, Brampton, On, L6Y 4X7
193	125957	3064 Eden Oak Cres, Mississauga, On, L5L 5V2
194	125977	32 Arrowpoint Dr, Brampton, On, L6Y 0Y8
195	125999	70 Lyman Street, London, On, N5Y 1M6
196	126000	4 Villagewood St, Brampton, On, L6P 2C4
197	126057	236 Avro Road, Vaughan, On, L6A 1X6
198	126068	5701 Margarita Crescent, Mississauga, On, L5M 6Y7
199	126113	221 Grantham Ave, St. Catharines, On, L2M 4Z2
200	126247	26 Sundown Dr, Hamilton, On, L9B 1W5
201	126304	181 Mentino Cres, Hamilton, On, L8W 2A2
202	126439	45 Isernia Cres, Woodbridge, On, L4H 2Z1
203	126463	4276 Tomken Rd, Mississauga, On, L4W 1J6
204	126467	189 South Bend Rd East, Hamilton, On, L9A 2B7
205	126605	3052 Cabano Cres, Mississauga, On, L5M 0C6
206	126635	1201 Knight Trail, Milton, On, L9T 5R9
207	126724	3487 Chartrand Cres, Mississauga, On, L5L 4E2
208	126826	3270 Bloomfield Drive, Mississauga, On, L5N 6X8
209	126876	135 Valera Drive, Stoney Creek, On L8E 4T1
210	126937	44 Wheatfield Cres, Kitchener, On, N2P 1P7
211	126976	370 Marble Place, Newmarket, On, L3X 2P1
212	127098	44 Byer Dr, Markham, On, L3P 6S3
213	127101	62 Maroon Dr, Richmond Hill, On, L3E 5B5
214	127125	14 Kirk St, Chatham, On, N7M 3P8
215	127179	6501 Meltzer Mews, Mississauga, On, L5N 3K7
216	127318	27 Arran Dr, St Catherines, On, L2N 1L6
217	127344	1009 Southgate Dr, Oshawa, On, L1H 7Z8
218	127349	31 Harmsworth Ave, Brampton, On, L6X 2N2
219	127458	12 Parklands Dr, Hamilton, On, L8K 4W7
220	127510	1752 Benjamin Ave, Windsor, On, N8X 4N6
221	127563	593 Veterans Rd, Oshawa, On, L1H 3N6
222	195121	16 Hamilton Street, Lindsay, On, K9V 3E2
223	127632	6 Bengel Road, Brampton, On, L6P 2X4
224	127654	14 Hearthstone Court, Brampton, On, L6S 1N8
225	127734	1746 St Luke Rd, Windsor, On, N8Y 3N6
226	127760	39 Pleasant Road, Guelph, On, N1E 3Z5
227	127762	298 Jelinik Terrace, Milton, On, L9T 7M8
228	127776	6144 Snowy Owl Cres, Mississauga, On, L5N 7B5
229	127828	96 Guelph St, Guelph, On, N1H 5Z1
230	127916	100 Madden Pl, Bowmanville, On, L1C 5K3
231	127928	173 Rossford Cres, Kitchener, On, N2M 2H8
232	127967	5405 Tasha Dr, Mississauga, On, L5M 7Y2
233	128017	3625 Bala Dr, Mississauga, On, L5M 0G8

234	128036	186 Golden Orchard Dr, Hamilton, On, L9C 6J7
235	128060	211 Shorehaven Wynd, Windsor, On, N8S 3C8
236	128061	9023 Copperfield Crt, Windsor, On, N8S 4H2
237	128097	105 Grange Street, Guelph, On, N1E 2V3
238	128100	3502 Woodland Ave., Windsor, On, N9E 1Z8
239	128177	4635 First Ave, Niagara Falls, On, L2E 4G5
240	128197	96 Marston Cres, Cambridge, On, N3C 4G4
241	128203	223 Mcginnis Cres, Milton, On, L9T 0X9
242	128223	120 Brisbin St, London, On, N5Z 2L8
243	128305	97 Lent Cres, Brampton, On, L6Y 4X7
244	128464	1600 Rockaway St, Oshawa, On, L1K 0L8
245	128486	213 Asmus St, Newhamburg, On, N3A 1B3
246	128609	8 Camill Avenue, Ajax, On, L1Z 0J9
247	128667	237 Crerar Drive, Hamilton, On, L9A 5K5
248	128701	74 Aponi Cres., London, On, N5V 2V4
249	128756	859 Stedwell St., London, On, N5Z 1L9
250	128777	1430 St. Luke, Windsor, On, N8Y 3N2
251	128787	772 Brock St, Windsor, On, N9C 2T4
252	128902	110 Tragina Avenue South, Hamilton, On, L8K 2Z6
253	128921	2694 Barnstone Crescent, Mississauga, On, L5K 2C1
254	128949	307 Barton St. W, Hamilton, On, L8R 2H9
255	129017	1554 Connery Cres, Oshawa, On, L1J 8G1
256	129025	315 Logan Avenue, Windsor, On, N8X 2V1
257	129035	423 Burbrook Place, London, On, N5W 4B5
258	129052	1065 Albert Rd, Windsor, On, N8Y 3P4
259	129068	1073 California Ave, Windsor, On, N9B 2Z5
260	129084	65 Starview Cres, Guelph, On, N1E 6Z8
261	129127	607 Cataraqui St, Windsor, On, N9A 3P2
262	129170	10 Patton Road, Barrie, On, L4N 6T8
263	129321	13 Milkweed Cres, Brampton, On, L7A 1T8
264	129339	173 Iribelle Avenue, Oshawa, On, L1L 0C1
265	129378	375 Bridge Ave, Windsor, On, N9B 2M3
266	129426	3094 Erindale Crescent, Windsor, On, N8W 4Z1
267	129432	135 Gibson Avenue, Hamilton, On, L8L 6J9
268	129438	37 Paulstown Cres, Guelph, On, N1G 5H7
269	129504	270 William Roe Blvd, Newmarket, On, L3Y 1B7
270	129526	71 Homewood Park Road, Kirkfield, On, K0M 2B0
271	129551	350 Woodward Ave, Milton, On, L9T 1V4
272	129587	107 Merrilee Cres, Hamilton, On, L9A 0B1
273	129638	31 Springhome Road, Barrie, On, L4N 2W6
274	129639	3623 Swirlingleaves Crescent, Mississauga, On, L4Y 3P7
275	129755	8849 Roosevelt St, Niagara Falls, On, L2G 7A5
276	129785	87 Brookland Drive, Brampton, On, L6T 2M8
277	129825	7069 Estoril Rd, Mississauga, On, L5N 1N3
278	129841	203 James St, Oshawa, On, L1H 4Y4
279	129929	3467 Harris Street , Windsor, On, N9C 1N6
280	130015	72 Gilmore Dr., Brampton, On, L6V 3K4

281	130064	242 Elliot Street, Cambridge, On, N1R 2K9
282	130076	1274 Tall Pine Ave, Oshawa, On, L1K 0G3
283	130126	3 Crowe Street, Guelph, On, N1G 4H6
284	130127	163 Stevenson St. S., Guelph, On, N1E 5N6
285	130144	10 Great Oak Crt., Brampton, On, L6S 2J9
286	130210	93 Tragina Avenue North, Hamilton, On, L8H 5C6
287	130238	6963 Panplona Mews, Mississauga, On, L5N 1S5
288	130301	34 Church Street South, Alliston, On, L9R 1J3
289	130324	66 Gulliver Cres., Brampton, On, L6S 1T1
290	130349	13 Zimmer St, Brampton, On, L6L 6L3
291	130381	32-B Huntley Court, Brampton, On, L6Z 1X8
292	130435	986 Renaissance Dr, Oshawa, On, L1J 8B2
293	130448	31 Earnscliffe Circle, Brampton, On, L6T 2B3
294	130473	45 Connaught Ave. N., Hamilton, On, L8L 6Y6
295	130569	9 Frost Trail, Barrie, On, L4N 4X3
296	130706	1026 Anna Maria Ave, Innisfil, On, L9S 1V6
297	130828	1211 Lincoln Road, Windsor, On, N8Y 2H9
298	130846	266 London Road, Newmarket, On, L3Y 6K8
299	130921	16 Embury Court, Hamilton, On, L8H 3G2
300	130935	217 Royal Salisbury Way, Brampton, On, L6V 3J5
301	130977	17 Heatherside Crt, Brampton, On, L6S 1N9
302	131047	643 Bridge Avenue, Windsor, On
303	131053	47 Farmhouse Crt, London, On, N5Y 5M4
304	131213	8859 Silverstar Ct, Niagara Falls, On, L2H 0B8
305	131241	2251 Hall Ave, Windsor, On, N8W 2L8
306	131330	1003 Garden Avenue, Innisfil, On, L9S 1W5
307	131518	8 Elmore Drive, Hamilton, On, L8W 1T6
308	131540	103 Steffler Drive, Guelph, On, N1G 3L5
309	131581	104 Mcknight Ave, Waterdown, On L0R 2H7
310	131593	40 Lucerne Drive, Kitchener, On N2E 1B3
311	131610	19 Kingswood Dr., Kitchener, On, N2E 1A8
312	131642	23 Baker Drive, St. Catherines, On, L2N 2V9
313	131711	83 Bremen Lane, Mississauga, On, L5M 1G7
314	131739	68 Fraser Street, Wallaceburg, On, N8A 3W6
315	131817	4 Holmstead Crt, Brampton, On, L6S 1R9
316	131827	210 Sandringham Drive, Courtice, On, L1E 2A2
317	131851	61 Battle Street, Thorold, On, L2V 3W6
318	131878	334 Eleanor Street, London, On, N5W 4C3
319	131906	240 Gibb St., Oshawa, On, L1J 1Y8
320	132053	11 Hillbank Trail, Bramalea, On, L6S 1P5
321	132068	139 Gladstone Avenue, Oshawa, On, L1J 4E8
322	132098	912 Willow Drive, London, On, N6E 1P1
323	132137	38 Lexington Cresent, Belleville, On, K8P 4L1
324	132147	1056 Ford Boulevard, Windsor, On, N8S 2G1
325	132199	430 Dundurn Street South, Hamilton, On, L8P 4L7
326	132272	10 Kelly Crescent, Port Hope, On, L1A 3Z5
327	132328	143 Edgar Street, Cambridge , On, N3H 4H7

328	132418	18 Hiram Street, Chatham-Kent, On N8A 2R6
329	132518	142 Third Street, Bowmanville, On, L1C 2C8
330	132561	565 Crawford, Windsor, On, N9A 5C5
331	132609	4740 James Austin Drive, Mississauga, On, L4Z 4H2
332	132696	159 Glow Avenue, Hamilton, On, L8H 3W1
333	132753	115 Tuxedo Avenue North, Hamilton, On, L8H 4P6
334	132793	9 Kelly Crescent , Port Hope, On, L1A 3Z5
335	132956	16 Loring Crescent, Markham, On, L3R 0G2
336	132960	1094 Bleams Road, Mannheim, On, N0B 2H0
337	230569	51 Quaker Crescent, Hamilton, On L8W 1H6
338	132992	12029 Talbot Trail, Chatham-Kent, On, N0P 1A0
339	133015	4 Napa Lane, Stoney Creek, On, L8E 6B7
340	133037	1036 Mccuaig Drive, Milton, On, L9T 6S3
341	133047	60 William Paddison Drive, Barrie, On, L4M 0G4
342	133091	4222 Pheasant Run, Mississauga, On, L5L 2B9
343	133181	126 Werstine Terrace, Cambridge, On, N3C 4H1
344	133226	48 Steel Street, Barrie, On, L4M 2E7
345	133280	742 Agnew Crescent, Milton, On, L9T 7C7
346	133350	44 Merton Road, Brampton, On, L6V 2V6
347	133381	307 Northview Heights Place, Cambridge, On, N1R 8J1
348	133473	582 Walpole Crescent, Newmarket, On, L3X 2B4
349	133568	86 Worthington Ave, Brampton, On, L7A 1N9
350	133588	2353 Windermere Road, Windsor, On, N8W 2T1
351	133919	55 Concession Street, Kingston, On, K7K 2A5
352	133936	36 Shorten Pl., Ajax, On, L1T 0E9
353	134218	16 Mccutcheon Road, Mulmur, On, L9Z 3E8
354	134235	178 Longfield Road, Halton Hills, On, L7J 2K4
355	134243	18 Royal Links Circle, Brampton, On, L6P 2W9
356	134253	33 Somerset Street, Trenton, On, K8V 6C2
357	134289	225 Dundas Street, Deseronto, On, K0K 1X0
358	134347	5460 Haig Avenue, Windsor, On, N8T 1K9
359	134350	4403 Bellrock Road, Verona, On, K0H 2W0
360	134423	508 Farlow Crescent, Milton, On, L9T 5J8
361	134622	1611 Pierre Avenue, Windsor, On, N8X 4P7
362	134632	3362 Lansdown Drive, Burlington, On, L7M 1T9
363	134676	4111 Stadelbauer Drive, Beamsville, On, L0R 1B7
364	134770	267 Hansen Road North, Brampton, On, L6V 2T5
365	134812	83 Centre Street, Caesarea, On, L0B 1E0
366	134819	87 Riehm Street, Kitchener, On, N2E 4L2
367	134901	246 Durham Road #8, Uxbridge, On, L9P 1R1
368	137169	552 Oak Avenue, Windsor, On, N9A 5E6
369	137334	11 Eugenia St, Barrie, On, L4M 1P6
370	137361	66 Orchid Cres, Kitchener, On, N2E 3N4
371	137385	34 Grand Valley Drive, Brampton, On, L6S 2L1
372	137429	1251 Jalna Blvd, London, On, N6E 2A8
373	137439	649 Doon South Drive, Kitchener, On, N2P 2X5
374	137459	8 Cheam Court, Brampton, On, L6Z 3X9

375	137460	32 Mill St., Hamilton, On, L8R 2E1
376	137479	9 Mortimer Drive, Brampton, On, L7A 3N1
377	137486	6092 Carlton Avenue, Niagara Falls, On, L2G 5J9
378	137585	193 Station Road., Gananoque, On, K7G 2V3
379	137759	1289 Northmount St., Oshawa, On, L1G 7M7
380	137770	47 Peachtree Place, Concord, On, L4K 2C4
381	137824	7 Stephen Street , St. Catherines, On, L2N 6S4
382	137906	32 Church St. East, Colborne, On, K0K 1S0
383	137928	348 King Street West, Dundas, On, L9H 1W7
384	137991	71 Daniel Avenue, Kitchener, On, N2K 3W3
385	138014	35 Algonquin Terrace, Kingston, On, K7M 1V1
386	138026	128 Northern Dancer Drive, Oshawa, On, L1L 0A1
387	138086	72 Rosebud Avenue, Brampton, On, L6X 2W5
388	138291	147 Wellington Street East , Chatham-Kent, On, N7M 3P2
389	138294	39 Creditstone Road, Brampton, On, L6Y 3C3
390	138307	1187 Sorrel Road, London, On, N5V 2N4
391	138339	564 Lancelot Cr, Oshawa, On, L1K 1K1
392	138352	254 Weir Street North, Hamilton, On, L8H 5G3
393	138383	83 Nassau Street, Oshawa, On, L1J 4A3
394	138419	3006 Dorchester Road, Niagra, On, L2J 2Z6
395	138436	42 Hollingsworth Circle, Brampton, On, L7A 0J7
396	138867	780 Stargazer Drive, Mississauga, On, L5V 0C1
397	138899	31 Essling Ave, Hamilton, On, L9B 2E7
398	138917	120 Bonnie Braes Drive, Brampton, On, L6Y 5E4
399	139022	25 Ponsford Street, Grand Valley, On, L9W 5W7
400	139077	4 Sandway Dr., Brampton, On, L7A 2H5
401	139112	39 Jarwick Drive, Toronto, On, M1H 2H1
402	139113	128 Markwood Drive, Kitchener, On, N2M 2H6
403	139196	1017 Cumming Blvd, Milton, On, L9T 6S7
404	139265	82 Birkdale Rd, Toronto, On, M1P 3R5
405	139279	139 Tolton Avenue, Hamilton, On, L8H 5N9
406	139378	29 Sedgewick Crescent, Toronto, On, M1K 3T5
407	139537	9 Albion Hills Drive, Caledon, On, L7E 3T9
408	139540	448 Jelinik Terrace, Milton, On, L9T 7N3
409	139543	8132 Woodbine Street, Niagara Falls, On, L2H 1C7
410	139568	293 David Street, Welland, On, L3B 2B6
411	139626	93 Collier Road South, Thorold, On, L2V 3T3
412	139745	240 Queen Street South, Thorold, On, L2V 3P5
413	139767	29 Dundas Crescent, St. Catherines, On, L2T 1T4
414	139979	243 Victoria Road North, Guelph, On, N1E 5H9
415	140005	30 Joshua Court, Brampton, On, L6S 3W4
416	140080	91 Finch Dr., Belleville, On, K8P 5L4
417	140093	317 Emerald St. N, Hamilton, On, L8L 5L2
418	140142	114 Gillett Drive, Ajax, On, L1Z 0G7
419	140160	14 Brookview Road, Brampton, On, L6X 2V9
420	140190	204 Kehl St, Kitchener, On, N2M 3V2
421	140225	8 Sylvia Court, Newcastle, On, L1B 1J4

422	140265	13 Venetian Terrace, Brampton, On, L7A 3M5
423	140267	372 Tragina Avenue North, Hamilton, On, L8H 5E5
424	140284	25 Delena Avenue North , Hamilton, On, L8H 6B5
425	140285	348 Gage Avenue North , Hamilton, On, L8L 7A9
426	140295	65 Epsom Downs Drive, Brampton, On, L6T 1Y7
427	140430	49 Badessa Circle, Thornhill, On, L4J 6E6
428	140458	17 Streamside Lane, Brampton, On, L6R 2A9
429	140473	343 Vodden Street East, Brampton, On, L6V 1N4
430	140485	90 Hurricane Rd., Fonthill, On, L0S 1E3
431	140517	4022 Weimar Line, Wellesley, On, N0B 2T0
432	140622	1466 Heritage Garden Crescent, Belle River, On, N0R 1A0
433	140779	440 Harcourt Drive, Oshawa, On, L1H 6V6
434	140786	47 Village Green Drive, St. Catherines, On, L2N 5N9
435	140837	17 Fonthill Rd, Hamilton, On, L9C 6A1
436	140853	129 Aspenwood Drive, North York, On, M6H 2G2
437	140912	24 Grasshopper Way, Brampton, On, L6R 2J6
438	140984	487 Evans Ave, Etobicoke, On, M8W 2V2
439	141160	432 Rutherford Rd North, Brampton, On, L6V 3R9
440	141536	592 Lombardy Avenue, Oshawa, On, L1J 8G5
441	141652	623 Lake Street, St. Catherines, On, L2N 6H4
442	141756	243 Wallace Avenue South, Welland, On, L3B 1R7
443	141763	5912 Mersey Street , Mississauga, On, L5V 1W1
444	141842	87 Park Row N, Hamilton, On, L8H 4E5
445	141888	6069 Snowyowl Crescent, Mississauga, On, L5N 7B6
446	141907	3351 Deerbrook Drive, Windsor, On, N8R 2C5
447	141915	4646 Helinki Crescent, Windsor, On, N9G 3G2
448	141938	4816 St Clair Avenue, Niagara Falls, On, L2E 3T4
449	141943	69 Lundys Lane, Newmarket, On, L3Y 3R9
450	141947	58 Dolman Court, Cambridge, On, N1S 4G4
451	142177	58 Bendamere Crescent, Markham, On, L3P 6X9
452	142242	46 Strathallan Drive, Courtice, On, L1E 2H2
453	142300	68 Brentcliff Drive , Brampton, On, L7A 3E7
454	142384	167 Golden Ave, Markham, On, L3S 4E5
455	142385	163 Appalachian Crescent, Kitchener, On, N2E 1A3
456	142638	58 Watson Street, Scarbough, On, M1C 1E3
457	142661	246 Haddington Avenue, Toronto, On, M5M 2P9
458	142676	107 Coldwater Road, Orillia, On, L3V 3L5
459	142743	38 Halford Avenue, Toronto, On, M6S 4E9
460	142770	211 Bridlewreath Street, Kitchener, On, N2E 4B5
461	142791	159 Louth Street, St. Catherines, On, L2S 2R4
462	142811	2519 Dominion Blvd, Windsor, On, N9E 2M5
463	142892	111 Autumn Glen Circle, Etobicoke, On, M9W 6B3
464	142957	565 Bloor Street East, Oshawa, On, L1H 3N3
465	143031	4608 Sassafras Avenue, Windsor, On, N9G 3C9
466	143032	4892 Barcelona Crescent, Windsor, On, N9G 3G1
467	143034	4238 Showdown Avenue, Windsor, On, N9G 3B1
468	143035	4895 Whitefish Crescent, Windsor, On, N9G 3E1

469	143037	4631 Sassafra Avenue, Windsor, On, N9G 3E3
470	143039	4717 Barcelona Crescent, Windsor, On, N9G 3G1
471	143040	2070 Rockport Street, Windsor, On, N9G 3A9
472	143041	4268 Barton Crescent, Windsor, On, N9G 2Z1
473	143042	833 Nova Street, Windsor, On, N9G 2S6
474	143043	1479 Budapest Crescent, Windsor, On, N9G 3E4
475	143044	3072 Kenilworth Drive, Windsor, On, N9E 4M6
476	143045	4571 Helsinki Crescent, Windsor, On, N9G 0A6
477	143046	4595 Helsinki Crescent, Windsor, On, N9G 0A6
478	143049	3332 Kenilworth Drive, Windsor, On, N9E 4R3
479	143174	188 Hickling Trail, Barrie, On, L4M 5T9
480	143242	22 Garden Crescent, Hamilton, On, L8V 4T4
481	143469	301 Niagara Blvd., Fort Erie, On, L2A 3H1
482	143497	2030 Eastside Drive, Orillia, On, L3V 6H3
483	143533	56 Brookhouse Drive, Newcastle, On, L1B 1N8
484	143553	3046 Coram Crescent, Windsor, On, N8R 1P3
485	143829	6327 Plowmans Heath, Mississauga, On, L5N 3W1
486	144006	2766 Truscott Drive, Mississauga, On, L5J 2B7
487	144341	54 Woodstone Crescent, Kingston, On, K7M 6K9
488	144567	18 Mcnaughton Avenue, Wallaceburg, On, N8A 1R8
489	144631	329 Hamers Road, Whitby, On, L1M 2A4
490	144673	73 Coe Drive, Ajax, On, L1T 3B9
491	144675	14 West Andrew Street, Burford, On, N0E 1A0
492	144684	1562 Prince Road, Windsor, On, N9C 3B3
493	144858	19 Ipswich Place, Hamilton, On, L8K 3E8
494	144877	123 Gore St, Amherstburg, On, N9V 1K8
495	144885	70 Torrance St, Fort Erie, On, L2A 4C6
496	144937	1852 Culver Drive, London, On, N5V 3K6
497	144958	605 Duncan Street, Wallaceburg, On, N8A 4E9
498	144959	6 Duggan Drive, Brampton, On, L6Y 4K8
499	144971	16 Wheatfield Road, Brampton, On, L6X 2W1
500	145257	3740 Rolling Acres Drive, Niagara Falls, On, L2J 3B9
501	145606	23 Phillipo Dr, Hamilton, On, L9B 2V1
502	145728	54 Kearney Road, Etobicoke, On, M9W 5J8
503	145796	1116 Campbell Ave, Windsor, On, N9B 2J5
504	145848	5476 Tenth Line West, Mississauga, On, L5M 0G5
505	145928	194 Fellner Ave, London, On, N5W 3H4
506	145985	35 Ironwood Crescent, Hamilton, On, L8W 3H6
507	146124	622 Stone Street, Oshawa, On, L1J 6A5
508	146126	5097 Malden Road, Windsor, On, N9E 3V1
509	146161	1876 Spring Garden, Windsor, On, N9E 3P6
510	146227	986 Eastlawn Ave., Windsor, On, N8S 3H9
511	146243	250 Viewmount Avenue, Toronto, On, M6B 1V2
512	146260	76 Apollo Rd, Markham, On, L3S 4H1
513	146269	1084 Hickory Rd, Windsor, On, N8Y 3S1
514	146271	55 Woodbridge Road, Hamilton, On, L8K 3C8
515	146283	52 Callie Road, Hamilton, On, L9A 2A1

516	146292	29 Regal Drive, Tilbury, On, N0P 2L0
517	146296	196 Waterloo Street, Kitchener, On, N2H 3W1
518	146392	1796 Moy Ave, Windsor, On, N8W 2M2
519	146401	1372 Godwick Drive, Mississauga, On, L5N 7X3
520	146420	147 Dover Road, Welland, On, L3B 2V1
521	146432	52 Gorsebrook Court, Brampton, On, L6X 2T2
522	146450	7 Monsarrat Cres, London, On, N5Y 4Y7
523	146484	1415 Campbell Ave, Windsor, On, N9B 2K1
524	146501	8 Jeffcoat Drive, Etobicoke, On, M9W 3B4
525	146527	1227 Bruce Avenue, Windsor, On, N8X 1X2
526	146579	1519 Francois Road, Windsor, On, N8Y 4L6
527	146686	1302 Tourangeau Road, Windsor, On, N8Y 4H9
528	146707	24 Granton St, Hamilton, On, L8S 3C2
529	146750	90 Valera Drive, Stoney Creek, On, L8E 4T9
530	146853	972 Whetherfield Street, London, On, N6H 5V7
531	146885	3 Millbrook Gate, Markham, On, L3R 9C5
532	146948	2046 Rockport St, Windsor, On, N9G 3A9
533	146953	1313 Giselle Cres, Windsor, On, N8W 5P3
534	146954	59 Reynier Drive, Brampton, On, L6Z 1L2
535	146967	1160 Hickory Road, Windsor, On, N8Y 3S3
536	146969	78 Braeburn Drive, Thornhill, On, L3T 4W8
537	146982	95 Roxbury Street, Markham, On, L3S 3S8
538	146992	866 Lakeshore Drive, Windsor, On, N8P 1P1
539	250899	247 Resurrection Dr, Kitchener, On, N2N 3H2
540	147031	177 Glennie Avenue, Hamilton, On, L8H 5W1
541	147044	4325 Old West Ave, Windsor, On, N9G 2W9
542	147074	8 Heron Place, Hamilton, On, L9A 4Y8
543	147082	538 Acadia Drive, Hamilton, On, L8W 3A5
544	147093	157 Ponymeadow Terrace, Toronto, On, M1C 4K7
545	147123	77 Garrardview Street, Ajax, On, L1Z 0N6
546	147134	2483 Norcrest Ave, Windsor, On, N8P 1V3
547	147139	88 Braeheid Avenue, Hamilton, On, L0R 2H5
548	147150	4012 Acorn Crescent, Windsor, On, N8W 5R2
549	147201	3847 Acorn Cres, Windsor, On, N8W 5R4
550	147227	625 Brock Street, Windsor, On, N9C 2T1
551	147240	654 Upper Wellington St, Hamilton, On, L9A 3R1
552	147248	3328 Colonial Dr, Mississauga, On, L5L 5G1
553	147265	4335 Alta Court, Mississauga, On, L4Z 1N6
554	147272	3761 Hillcrest Boulevard, Windsor, On, N9C 2E4
555	147317	467 Leacock Drive, Barrie, On, L4N 4X6
556	147376	6434 Bellevue Street, Niagara Falls, On, L2E 1Z1
557	147449	16 Broderick Avenue, Tharold, On, L2V 2H4
558	147476	97 Pirie Drive, Dundas, On, L9H 6Y2
559	147543	624 Acadia Drive, Hamilton, On, L8W 3J7
560	147598	298 Amberly Boulevard, Ancaster, On, L9G 3Y6
561	148411	70 Cariglia Trail, Markham, On, L3R 4W8
562	148486	229 Station Street Po Box 3234, St Marys, On, N4X 1A8

563	148505	34 Cecil Street, Angus, On, L0M 1B3
564	148633	1978 Hunking Drive, Oshawa, On, L1K 0V1
565	148734	128 Hillbrook Crescent, Kitchener, On, N2N 1J5
566	148782	1 Quantrell Trail, Toronto, On, M1B 1L7
567	148997	121 Mill Street , Woodstock, On, N4S 2W2
568	149086	363 William Dunn Crescent, Newmarket, On, L3X 3L3
569	149091	87 Inkerman Street, Ingersoll, On, N5C 1N7
570	149095	32 Bertie Street, Fort Erie, On, L2A 1X7
571	149157	222 Aspen Ridge Drive, Stayner, On, L0M 1S0
572	149186	83 Masters Green Crescent, Brampton, On, L7A 3K3
573	149284	292 Haig Street, Oshawa, On, L1G 5N8
574	149299	8312 Racey Avenue, Niagara Falls, On, L2H 3M7
575	149330	80 Chetwood Street, St. Catherines, On, L2S 2A4
576	149333	137 Locust Street, St Thomas , On, N5R 2C6
577	149360	1734 Shelburne, Oshawa, On, L1K 0T1
578	149363	97 Barnesdale Avenue North, Hamilton, On, L8L 6S4
579	149426	100 East 22 St, Hamilton, On, L8V 2V6
580	149429	124 East 21 St, Hamilton, On, L8V 2T4
581	149612	121 Sunnyhill Rd., Cambridge, On, N3C 3K2
582	149787	30 Duncan Cresent, London, On, N5V 4E8
583	149808	50 Babcock Crescent , Milton, On, L9T 5R6
584	149825	91 Apple Valley Way, Brampton, On, L6P 3Z6
585	149915	3 Goodwin Avenue, Bowmanville, On, L1C 4Z4
586	149965	283 Crookston Road., Madoc, On, K0K 2K0
587	150105	18 Rickaby Street, Bowmanville, On, L1C 4X6
588	150192	474 Elizabeth Street, Oshawa, On, L1J 5T1
589	150313	546 Kelvedon Mews, Mississauga, On, L4Z 1G4
590	150348	2118 Kempton Park Drive , Mississauga, On, L5M 2Z1
591	150448	460 East 13Th, Hamilton, On, L9A 4A6
592	150496	146 Gardenbrooke Trail, Brampton, On, L6P 3G5
593	150535	66 Marlowe Rd, Hamilton, On, L9C 2H6
594	150822	560 Talltree Crescent, London, On, N5V 5E5
595	150887	28 Flower Street, St. Catharines, On, L2S 1G4
596	150917	1742 Drouillard Road, Windsor, On, N8Y 2S5
597	151126	14 Hannah Crescent , Hamilton, On, L9B 2V4
598	151204	143 Norfolk Street, Stratford, On, N5A 3Y7
599	151217	20 Lydia Street, Hamilton, On, L8K 3B9
600	151240	310 Rushton Road, York, On, M6C 2X9
601	151291	2748 Bennett Road, Smithville, On, L0R 2A0
602	151365	148-1000 Island Parkway, Gananoque, On, K7G 2V4
603	151367	30 Ellis Street, Port Rowan, On, N0E 1M0
604	151641	3 Geneva Drive, Hamilton, On, L9C 3Z4
605	151648	1443 Albert Rd, Windsor, On, N8Y 3R1
606	243457	233 Bristol Rd E, Mississauga, On, L4Z 3V5
607	151732	10 Ashwood Drive, Orangeville, On, L9W 4A9
608	151758	260 East 19Th St, Hamilton, On, L9A 4S7
609	151767	206 East 15Th St, Hamilton, On, L9A 4G2

610	151790	701 Highland Street, Port Elgin, On, N0H 2C2
611	151796	118 Darlington Drive, Hamilton, On, L9C 2M2
612	151811	4060 Acorn Cres, Windsor, On, N8W 5R1
613	151813	1893 Curry, Windsor, On, N9B 3H8
614	151834	4018 Acorn Crescent, Windsor, On, N8W 5R2
615	151838	12 Hoard Avenue South, New Tecumseth, On, L9R 0M4
616	151841	1594 Glendale Avenue, Windsor, On, N8T 1A6
617	151843	11404 Timberbay, Windsor, On, N8R 2K9
618	151901	88 Pepperwood Crescent, Kitchener, On, N2A 2R3
619	151998	2 Farmington Drive, St Thomas, On, N5R 5W9
620	152312	6503 Lisgar Drive, Mississauga, On, L5N 6X2
621	152323	3864 Tulip Court, Windsor, On, N9E 4S8
622	152457	22 Third Street, Haldimand, On, N0A 1P0
623	152496	121 York Street, St Catherines, On, L2R 6E5
624	152522	676 Blackwood Boulevard, Oshawa, On, L1K 0G7
625	152569	1365 Hallmark Avenue, Windsor, On, N8W 4Z2
626	152609	22 Mendip Crescent, Toronto, On, M1P 1Y4
627	152762	61 Green Maple Drive, St Catherines, On, L2P 3P3
628	152782	1456 Kamloops Street, Windsor, On, N8W 5V3
629	152811	32 Jane St, Ridgeway, On, N0P 2C0
630	153003	418 Macnab Street North, Hamilton, On, L8L 1L3
631	153010	188 David Ave, Hamilton, On, L9A 3V5
632	153030	20 Silktop Trail, Brampton, On, L6R 2K4
633	153051	188 West 2Nd St, Hamilton, On, L9C 3G1
634	153054	393 East 19Th St, Hamilton, On, L9A 4S9
635	153087	26 Leclair St., Hamilton, On, L9C 5X3
636	153274	97 Chapell Hill Crescent, Welland, On, L3C 6G8
637	153312	2171 Mark St, Windsor, On, N9B 3X6
638	153313	8 Adley Place, Kingston, On, K7K 6G8
639	153316	2293 Mark Ave, Windsor, On, N9B 3W8
640	153331	2247 Mark Ave, Windsor, On, N9B 3W8
641	153473	11 Pearl Drive, Orillia, On, L3V 6H2
642	153498	2 Lafayette Street West, Jarvis, On, N0A 1J0
643	153737	94 Ted Miller Crescent, Bowmanville, On, L1C 0L7
644	153782	128 Houghton Street, Cambridge, On, N3C 4L3
645	153804	1317 Arthur Road, Windsor, On, N8Y 3Y5
646	153835	14201 Winston Churchill Blvd, Terra Cotta, On, L7C 1S6
647	153863	198 Nelson Street, Bradford West Gwillimbury, On, L3Z 1E5
648	153928	35 Park Row North, Hamilton, On, L8H 4E3
649	153929	87 Trillium Crescent, Barrie, On, L4N 6H6
650	153931	2 West 1St Street, Hamilton, On, L9C 3B6
651	153938	52 Allness Road, Brampton, On, L7A 3N7
652	153959	1 Wagner Drive, Scarborough, On, M1E 2Z4
653	153976	208 South Bend Rd E, Hamilton, On, L9A 2B9
654	154040	45 Moxley Dr, Hamilton, On, L8T 3Y6
655	154174	35 Hartrick Place, Whitby, On, L1R 2C2
656	154325	668 Tate Ave., Hamilton, On, L8H 6L6

657	154362	51 Bristol Street, Hamilton, On, L8L 2T9
658	154364	31 Bushnell Drive, Cambridge, On, N1R 8C5
659	154547	1054 Church St, Windsor, On, N9A 4V2
660	154589	54 Wilfred Crescent West, Kingston, On, K7K 7G8
661	154635	1460. Bayswater Crescent, Windsor, On, N8S 4K8
662	154667	103 Madison Avenue, Richmond Hill, On, L4E 4P4
663	154758	15 Francis Street, Kingston, On, K7M 1L8
664	154759	7084 Frontier Ridge, Mississauga, On, L5M 7R6
665	154779	1218 Marentette Avenue, Windsor, On, N8X 4C6
666	154817	715 Harriet Street, Whitby, On, L1N 1L5
667	154851	3732 Holburn, Windsor, On, N9E 4S9
668	155047	9 Ernest Street, Lindsay, On, K9V 4R4
669	155074	105 Whitelock Street, Stratford , On, N5A 1T2
670	155129	71 Calm Waters Crescent, Brampton, On, L6V 4S2
671	155160	135 Brant Street East, Orillia, On, L3V 1Z5
672	155191	63 White Boulevard, Thornhill, On, L4J 5Z7
673	155229	4181 Edgerton Rd, Blackstock, On, L0B 1B0
674	155256	90 Bradshaw Road, Tichborne, On, K0H 2V0
675	155278	63 Wallis Crescent., Toronto, On, M9V 4K2
676	155360	8484 Milomir Street, Niagara Falls, On, L2H 0B6
677	155380	63 Sandyhook Sqaure, Scarborough, On, M1W 3N6
678	155387	95 Eastbury Drive, Stoney Creek , On, L8E 3G4
679	155412	3796 Oland Drive, Mississauga, On, L5M 6M7
680	155496	39 Westminster Circle, Barrie, On, L4M 0A4
681	155595	137 Whitwell Way, Binbrook, On, L0R 1C0
682	155656	519 Harriet Street, Welland, On, L3B 2H9
683	156066	3069 Folkway Drive, Mississauga, On, L5L 1Z5
684	156111	67 Sadler Crescent , Port Perry, On, L9L 1T3
685	156133	39 Scott Street, St. George, On, N0E 1N0
686	156185	7 Bayview Drive, Trenton, On, K8V 5P5
687	156208	546 Galedowns Crt., Mississauga, On, L5A 3H9
688	156229	715 Adelaide Avenue East, Oshawa, On, L1G 2A7
689	156287	430 Elm Ave, Windsor, On, N9A 5H1
690	156416	71 Blackacres Boulevard, London, On, N6G 2G8
691	191357	25 Spring Bank Drive , St. Catharines, On, L2S 2K1
692	156522	11 Beaver Valley Rd, Toronto, On, M3H 4R8
693	156536	864 Canada Dr, Fort Erie, On, L2A 6E9
694	156561	3149 Seville Avenue,Windsor, On, N8N 0A6
695	156768	10 Tasker Street, St. Catharines, On, L2R 3Z8
696	156784	4 Richmond Street, Welland, On, L3B 5L4
697	156836	205 Commercial Street, Welland, On, L3B 5Z5
698	156843	139 Langlaw Drive, Cambridge, On, N1P 1H9
699	156852	10 Shoreview Court, Clarington, On, L1C 3V2
700	156856	28 Forbes Terrace, Milton, On, L9T 3X3
701	156930	55 Meadowvale Drive, St. Thomas, On, N5P 4P3
702	156932	3080 Dorchester Road., Niagara Falls, On, L2J 2Z7
703	156980	6 Sydenham Wells, Barrie, On, L4M 6R3

704	157010	83 Hammerstone Crescent, Thornhill, On, L4J 8B4
705	157054	448 East Avenue , Toronto, On, M1C 2W8
706	157094	109 Prospect Street, Beeton, On, L0G 1A0
707	157177	46 Quaker Ridge Road, Vaughan, On, L4K 2E7
708	157193	2674 Hwy 3, Port Colborne, On, L3K 5V3
709	157233	213 Eastlawn St, Oshawa, On, L1H 8J2
710	157259	16 Lawndale Road, Toronto, On, M1M 3R6
711	157364	5890 Sidmouth Street, Mississauga, On, L5V 2J9
712	157383	2489 Division Road North, Kingsville, On, N9Y 2E5
713	157521	9 Ewart St, Bolton, On, L7E 2T4
714	157553	525 Canterbury Road, London, On, N6G 2N5
715	157586	204 Margaret Avenue, Wallaceburg, On, N8A 2A1
716	157600	126 John Tabor Trail, Toronto, On, M1B 2V2
717	157620	3730 Holburn St., Windsor, On, N9E 4S9
718	157635	22 Costain Court, Hamilton, On, L9C 5V5
719	157636	4461 Lee Avenue, Niagara Falls, On, L2H 3B7
720	157638	8 Farley Crescent , Trenton, On, K8V 6K1
721	157652	286 Olive Avenue, Oshawa, On, L1H 2P6
722	157722	6597 Harmony Ave, Niagara Falls, On, L1Z 1Z3
723	157766	217 Baxter Street, London, On, N5W 0A2
724	157776	11 Mathew Street , Hamilton, On, L9C 7S2
725	157810	108 East 21St St., Hamilton, On, L8V 2T4
726	157814	365 Lakeshore Road, Cobourg, On, K9A 4J8
727	157831	6 St. Mark Place, Brampton, On, L6X 3W5
728	157844	7468 Fern Avenue, Niagara Falls, On, L2G 5H5
729	157896	17 Nugent Crt, Barrie, On, L4N 7A9
730	157988	425 Cabana Road East, Windsor, On, N9G 1A1
731	157993	3117 Seville Avenue, Windsor, On, N8N 0A2
732	158054	872 Line 11 North, Oro-Medonte, On, L0L 1T0
733	158094	1345 Hallmark Avenue, Windsor, On N8W 4Z2
734	158096	48 Arjay Trail, Brampton, On, L6X 4M4
735	158133	398063 5Th Line Melancthon, Shelburne, On, L9B 1R5
736	158399	4 Alnet Drive, Belleville, On, K8P 4V8
737	158489	583 Wychwood St, Oshawa, On, L1G 2T4
738	158519	208 Paige Place, Kitchener, On, N2K 4P5
739	158615	260 Village Road, Kitchener, On, N2M 4L4
740	158679	1693 Upperwellington Street, Hamilton, On, L9B 1P1
741	158728	440 Galbraith Street, Shelburne, On, L9V 3V4
742	158740	69 Legion Way, Angus, On, L0M 1B5
743	158753	2 Johnson Bush Road, Caledon, On, L7E 0A3
744	158764	1437 Labadie Rd, Windsor, On N8Y 4H2
745	158841	4767 Bluefeather Lane, Mississauga, On, L5R 0C8
746	158901	44 Palmer Drive, Kingsville, On, N9Y 3B4
747	158964	138 Wynford Place, Halton Hills, On, L7J 2O5
748	159031	3168 Hedgestone Court, Mississauga, On, L4X 2K2
749	159072	2453 Alexis Road, Windsor, On, N8W 3Z4
750	159183	28 Scott Street, St. Thomas, On, N5P 1K3

751	159348	75 Anthony Street, Hamilton, On, L9C 6V6
752	159349	1021 Steele Street, Port Colborne, On, L3K 5A3
753	159360	40032 Talbot Line, St. Thomas, On, N5P 3T2
754	159371	156 Blake Street, Barrie, On, L4M 1K3
755	159405	90 Freemont St, Vaughan, On, L4K 5H9
756	159431	945 Norfolk County Road 19 E, Norfolk County, On, N0E 1Y0
757	159475	140 Royal Oak Road, Cambridge, On, N3E 0A4
758	159527	7 Dunning Drive, New Tecumseth, On, L9R 0B3
759	159578	618 Albert Boulevard, Corunna, On, N0N 1G0
760	159662	183 Art West Avenue, Newmarket, On, L3X 0C2
761	159678	39 Lake Drive North, Keswick, On, L4P 1A2
762	159842	5768 County Rd 90, Utopia, On, L0M 1T2
763	159953	228 Prosperity Drive, Kitchener, On, N2E 4B1
764	159987	222 Pancake Lane, Ridgeville, On, L0S 1M0
765	160055	95 Blantyre Avenue, Toronto, On, M1N 2R6
766	160069	18 Ellen Crescent, Hillsburgh, On, N0B 1Z0
767	160152	1335 Foster Avenue, Windsor, On, N8W 5P3
768	160200	756 Southcote Road, Ancaster, On, L9G 3L1
769	160263	547 Ontario Street, Woodstock, On, N4V 1H2
770	160320	468 Eaglewood Drive, Hamilton, On, L8W 2T2
771	160577	1 Compton Place, Hamilton, On, L8T 3X9
772	160718	2378 Aubin Road, Windsor, On, N8W 4L5
773	161037	371 Franklin Rd On , Hamilton, On, L8V 4S2
774	161125	32 Alcan Ave, Toronto, On, M8W 1V4
775	161229	279 Conley Street, Vaughan, On, L4J 2Z2
776	161497	278 Vansickle Road, St. Catharines, On, L2S 2T1
777	161551	1738 Upper Gage, Hamilton, On, L8W 3W3
778	161552	61 Nelson Street, Hensall, On, N0M 1X0
779	161677	6 Gleneita Street, Toronto, On, M1M 0B5
780	161790	347 St. Charles St, Lakeshore, On, N0R 1A0
781	161823	17 Springdale Dr, Barrie, On, L4M 5A7
782	161828	168 Cundles Rd E, Barrie, On, L4M 2Z9
783	161833	221 Silk Drive, Shelburne, On, L9V 3E4
784	161836	1577 Tourangeau Road, Windsor, On, N8Y 4J5
785	161945	73 Woodland Drive, Cambridge, On, N1R 2X7
786	162279	384 Mclellan, Amherstburg, On, N9V 4C8
787	162385	8 Bula Drive, St. Catharines, On, L2N 6R6
788	162435	50 Peace Drive, Toronto, On, M1G 2V4
789	162449	3798 Maguire St, Windsor, On, N9E 4T2
790	162476	18 Fernview Court, Stoney Creek, On, L8G 4W2
791	162495	501 Sparky'S Lane, Woodstock, On, N4S 0B8
792	162508	1689 Ernest Avenue, London, On, N6E 2S3
793	162540	99 Redwood Avenue, East York, On, M4L 2S5
794	162557	33 White Elm Rd, Barrie, On, L4N 8S9
795	162680	47 Stonemount Crescent, Angus, On, L0M 1B4
796	162742	36 Finchley Circle, Markham, On, L3R 8S4
797	162777	1012 St. Louis Avenue , Windsor, On, N8S 2K8

798	162785	206 Pine Street, Belleville, On, K8N 2N2
799	162815	153 Spring Farm Rd, Aurora, On, L4G 7X8
800	163034	30 Portside Crescent, Brampton, On, L6R 3P3
801	163259	19 Sexton Crescent, Ancaster, On, L9G 0E3
802	163295	152 Royal Orchard Dr, Brampton, On, L6X 4K5
803	163330	92 Forbes Crescent, Markham, On, L3R 6S8
804	163356	863 Upper Ottawa Street, Hamilton, On, L8T 3V4
805	163455	30 Lindsay Court, Barrie, On, L4M 6G5
806	163732	34 Park St, Welland, On, L3B 4M2
807	163759	262 Vodden Street East, Brampton, On, L6V 2P8
808	163826	1087 Campbell Avenue, Windsor, On, N9B 2J4
809	164230	127 Green Bank Drive, Cambridge, On, N1T 2B6
810	165132	19 Hazelton Ave, Hamilton, On, L9B 0E7
811	165372	541 Grenfell Street, Oshawa, On, L1J 4W8
812	165390	33 London Road, Newmarket, On, L3Y 6A1
813	165472	1043 Janette Ave, Windsor, On, N9A 5A4
814	165520	6 Hiram Road, Paris, On, N3L 2P8
815	165548	5909 Crimson Drive, Niagara Falls, On, L2G 7T7
816	165622	14 Natalie Court, Markham, On, L3P 3T5
817	165633	604 Black Oak Crescent, Waterloo, On, N2V 1A5
818	165733	157 Wake Robin Drive, Kitchener, On, N2E 3L6
819	165748	1444 Upper Gage Avenue, Hamilton, On, L8W 1E7
820	165832	103 Old Finch Avenue, Toronto, On, M1B 5G6
821	165885	11 Ambleside Dr., St. Thomas, On, N5P 0A9
822	165935	24 Lillian Crescent, Brampton, On, L6R 3P9
823	165941	6378 Thorold Stone Rd, Niagara Falls, On, L2J 1B1
824	165943	454 Drew Street, Woodstock, On, N4S 4V5
825	166005	280 Johnson Street, Barrie, On, L4M 0B9
826	166040	605 Limeridge Road East, Hamilton, On, L8W 1A2
827	166080	184 Wellington Street East, Barrie, On, L4M 2C8
828	166114	263 Esther Dr, Barrie, On, L4N 0G3
829	166118	684 Line 2 Rd, Virgil, On, L0S 1T0
830	166226	20 Royal West Drive, Brampton, On, L6X 2M4
831	166307	142 Spadina Road West, Kitchener, On, N2M 1G4
832	166309	49 Briardale Boulevard, Trenton, On, K8V 6R1
833	166316	64 Norbert Road, Brampton, On, L6Y 2K1
834	166338	1302 Charter Crescent, Oshawa, On, L1J 8K9
835	166369	6 Ashglen Court, Toronto, On, M1T 3X3
836	166381	16 Woolley, Cambridge, On, N1R 5J5
837	166388	328 Brock Street, Fort Erie, On, L2A 2X3
838	166401	1568 Arthur Road, Windsor, On, N8Y 3Z1
839	166410	119 Dorothy St., Welland, On, L3B 3V8
840	166434	4336 Ellis Street, Niagara Falls, On, L2E 1H1
841	166625	8 Jermyn St., Whitby, On, L1N 5M4
842	166771	45 Pandora Avenue North, Kitchener, On, N2H 3C1
843	166815	71 Fiddleneck Crescent, Brampton, On, L6R 1R3
844	166909	35 Francis Street East, Creemore, On, L0M 1G0

845	166990	335 Dymott Avenue, Milton, On, L9T 0Z4
846	167068	36 Dunsmore Lane, Barrie, On, L4M 7A1
847	167226	7112 Sidey Drive, Bewdley, On, K0L 1E0
848	167266	6038 Coxswain Crescent, Mississauga, On, L5V 2Z8
849	167298	53 Haverty Trail, Brampton, On, L7A 0S3
850	167323	36 Richardson Drive, Aurora, On, L4G 1Z1
851	167342	17 Innisbrook Drive, Wasaga Beach, On, L9Z 1G3
852	167344	205 Old Harwood Ave, Ajax, On, L1Z 1N7
853	167381	7 Prince William Way, Barrie, On, L4N 0Y9
854	167530	124 Schlueter Street, Cambridge, On, N3H 4B3
855	236194	24 Castle Harbour Lane, Thornhill, On, L3T 3A2
856	167708	18 Greenaway Street, Tottenham, On, L0G 1W0
857	167823	3146 Wyandotte Street W, Windsor, On, N9C 1M6
858	167831	7 Quail Ridge Crescent, London, On, N5W 5V1
859	167980	79 Elmore Drive, Hamilton, On, L8W 2B1
860	168054	995 Isabella St, Belle Ewart, On, L0L 1C0
861	168065	46 Wildmoor Street, Markham, On, L6B 0N9
862	168244	2847 Line 9, Bradford , On, L3Z 2A5
863	168297	234 Cedric Terrace, Milton, On, L9T 8P1
864	168344	117 Root Crescent, Ajax, On, L1T 4L5
865	168345	53 Cherokee Drive, Maple, On, L6A 1X3
866	168400	1 Mcgillivray Lane, Brechin, On, L0K 1B0
867	168418	345 Christopher Drive, Cambridge, On, N1P 1B9
868	168424	268 Gross Avenue, Welland, On, L3C 2V2
869	168476	51 Woodcrest Court, Kitchener, On, N2P 2K2
870	168555	61 Blair Cres, Barrie, On, L4M 5Y4
871	168563	41 Newbury Crescent, Brampton, On, L6S 5M3
872	168652	61 Turnerbury Avenue, Ajax, On, L1Z 0R5
873	168844	263 Apple Hill Crescent, Kitchener, On, N2R 0E5
874	169106	76 Juniper Street, Cambridge, On, N3C 3A3
875	169114	15 Stroud Place, Barrie, On, L4N 7V4
876	169134	861 White Clover Way, Mississauga, On, L5V 1C6
877	169160	289 East 44 Street, Hamilton, On, L8T 3H9
878	169215	27 Crimson Forest Drive, Maple, On, L6A 4C4
879	169289	5 Latania Blvd, Brampton, On, L6P 1S8
880	169342	41 Sheringham Street, Brampton, On, L6Z 3P8
881	169352	25 Laurine Avenue, Guelph, On, N1E 4N1
882	169471	451 Upper Kenilworth Ave, Hamilton, On, L8T 4G7
883	169478	78 B St Davids Road, St Catharines, On, L2T 1P9
884	169488	17 Mckinnon Avenue, Georgetown, On, L7G 5H5
885	169537	3524 Klondike Avenue, Windsor, On, N8W 5V5
886	169542	2335 Virginia Park Avenue, Windsor, On, N9E 4Z4
887	169546	2054 Rockport Street, Windsor, On, N9G 3A9
888	169547	28 Bushey Cres, Angus, On, L0M 1B3
889	169613	194 Goodwin Dr, Guelph, On, N1L 0C7
890	169628	187 Victoria Road North, Guelph, On, N1E 5H6
891	169894	1423 Aldergrove Court, Oshawa, On, L1K 2W4

892	169947	3627 Stephanie Court, Windsor, On, N8W 5G5
893	169972	439 Fralicks Beach Road, Port Perry, On, L9L 1B6
894	170099	74 Elm St, Angus, On, L0M 1B0
895	170131	30 Anderson Drive, Cambridge, On, N1R 6E5
896	170133	45 Forest Road, Ajax, On, L1S 2N2
897	170135	5099 Hartwood Avenue, Lincoln, On, L0R 1B5
898	170144	2076 Ridge Rd W, Oro-Medonte, On, L0L 2L0
899	170146	1065 Nadalin Heights, Milton, On, L9T 8H4
900	170172	24 Lansing Square, Brampton, On, L6Z 1E6
901	170244	15 Jack Monkman Crescent, Markham, On, L3S 0A3
902	170391	530 Sales Drive, Woodstock, On, N4S 8Z7
903	170742	270 Surrey Drive, Oshawa, On, L1G 6G9
904	170760	810 Upper Wellington Street, Hamilton, On, L9A 3R6
905	170808	353 Phipps Street, Fort Erie, On, L2A 2V7
906	171018	7 Ellen Crescent, Hillsburgh, On, N0B 1Z0
907	171080	23 Davis Drive, Alton, On, L7K 0C6
908	171276	10 Lady Court, Hamilton, On, L8E 4V7
909	171375	1066 Eager Road, Milton, On, L9T 6T3
910	171411	59 Field Thistle Drive, Brampton, On, L6R 2Z3
911	171422	3468 Gandhi Way, Mississauga, On, L5B 4E6
912	171459	104 East Avenue, Toronto, On, M1C 3P4
913	171601	55 Stoneheath Crescent, Markham, On, L6C 2K9
914	171962	181 Owen Street, Simcoe, On, N3Y 2T8
915	172046	56 Chestnut Street East, St. Catharines, On, L2T 1H1
916	172219	32 College Street, Elmira, On, N3B 2G1
917	172244	99 Beaverbrook Crescent, Vaughan, On, L6A 3T5
918	172268	41 Acheson Boulevard, Toronto, On, M1C 3C4
919	172371	359 Caboto Trail, Unionville, On, L3R 5G6
920	172426	6556 Corwin Crescent, Niagara Falls, On, L2G 2M3
921	172479	31 Forfar Avenue, Kitchener, On, N2B 2Z7
922	172486	176 Fitzgerald Cres., Milton, On, L9T 5Y7
923	172490	6251 Ker Street, Niagara Falls, On, L2G 1X7
924	172533	14 Brittany Court, St. Catharines, On, L2S 3C3
925	172556	76 Bremen Ln, Mississauga, On, L5M 2N5
926	172572	23 Archwood Crescent, Scarborough, On, M1R 3M1
927	172598	17 Lyons Avenue, Welland, On, L3B 1L8
928	172669	48 Idlewood Ave, Hamilton, On, L8T 1V9
929	172675	901 Riopelle Drive, Sarnia, On, N7S 0A4
930	172712	1350 Victoria Park Ave, Toronto, On, M4B 2L8
931	172738	10 Rebecca Court, Barrie, On, L4N 0V5
932	172834	100 Mullen Drive, Vaughan, On, L4J 2V2
933	172959	4443 Dorchester Road, Niagara Falls, On, L2E 6N5
934	172986	152 Sherwood Rise, Hamilton, On, L8T 1P3
935	173011	72 Hoile Drive, Ajax, On, L1Z 1N1
936	173017	5545 Churchill Meadows Boulevard, Mississauga, On, L5M 6M8
937	173137	2289 Longfellow Avenue, Windsor, On, N9B 3J7
938	173161	395 Wolfe Street, Oshawa, On, L1H 3T9

939	173166	141 Butler Street, Kingston, On, K7K 5A5
940	173184	32 Barrington Drive, Welland, On, L3C 5Z9
941	173244	8 Daytona Street, Kitchener, On, N2M 5M3
942	173246	77 Wiley Street, Kingston, On, K7K 5B3
943	173259	27 Ernest Street, St. Catharines, On, L2N 6A6
944	173287	142 Fourwinds Place, London, On, N6K 3L4
945	173341	116 Argento Crescent, Vaughan, On, L4H 0B6
946	173377	13 Trewartha Crescent, Brampton, On, L6Z 1X3
947	173626	103 Kulpin Avenue, Bradford, On, L3Z 1T6
948	173650	48 Jackman Drive, Brampton, On, L6S 2L9
949	173740	26 Ashton Drive, Simcoe, On, N3Y 2S4
950	173780	2500 Homelands Drive, Mississauga, On, L5K 1H4
951	173994	19 Medway Crescent, Scarborough, On, M1P 3T7
952	174095	47 Woodbridge Road, Hamilton, On, L8K 3C8
953	174130	7 Hallcrest Avenue, St. Catharines, On, L2N 1V4
954	174152	6 Carmen Avenue, Belleville, On, K8P 3A5
955	174166	214 Aspen Ridge Street, Stayner, On, L0M 1S0
956	174343	9 Amy Court, Woodbridge, On, L4L 7R2
957	174489	9 Farina Drive, Brampton, On, L6P 0E3
958	174504	29 Hunter Court Court, Alliston, On, L9R 1A6
959	174538	49 Woodbridge Rd, Hamilton, On, L8K 3C8
960	174592	34 Edgewater Drive, Stoney Creek, On, L8E 4Z3
961	174633	4532 Helsinki Crescent, Windsor, On, N9G 0A6
962	174650	155 Edmunds Place, London, On, N5Z 4V8
963	174699	233 Josephine Ave., Windsor, On, N9B 2K7
964	174715	198 South Bend Road East, Hamilton, On, L9A 2B9
965	174757	59 Gatineau St, Oshawa, On, L1H 7G2
966	174759	81 Robert Attersley Dr E, Whitby, On, L1R 0B7
967	174774	54 Gore Drive, Barrie, On, L4N 5R5
968	174781	72 Cheeseman Dr, Markham, On, L3R 3G2
969	174792	99 Esther Crescent, Thornhill, On, L4J 3J8
970	174795	1314 Pinehurst Avenue, Oshawa, On, L1H 8G5
971	174797	70 Cherokee Dr, Maple, On, L6A 1X1
972	174802	1549 Meridian Street, Windsor, On, N9G 3E7
973	174807	46 Forest Park Crescent, Thornhill, On, L3T 2M7
974	174874	254 Kinmount Crescent, Oshawa, On, L1J 3T7
975	174887	44 Wood Dale Road, Concord, On, L4K 0X0
976	174892	3034 Dalehurst Dr., Mississauga, On, L5N 6M8
977	174894	26 Regency Crescent, Whitby, On, L1N 7G1
978	174905	21 Woodman'S Chart, Unionville, On, L3R 6K5
979	174908	31 Black Cherry Dr, Markham, On, L3P 4L6
980	174915	60 Carslake Cres, Toronto, On, M1J 2A7
981	174916	7 Rhydwen Ave, Toronto, On, M1N 2C9
982	175465	537 Feathergrass Crescent, Mississauga, On, L4Z 3Y7
983	175553	6054 Sundance Pl, Mississauga, On, L5N 2B4
984	175585	175 Hilltop Drive, Ayr, On, N0B 1E0
985	175607	47 Barclay Street, Hamilton, On, L8S 1P3

986	175646	558 Old Highway 24, Townsend, On, N0E 1Y0
987	175672	224 Edgehill Drive, Barrie, On, L4N 7X1
988	175717	86 Ted Miller Crescent, Bowmanville, On, L1C 0L7
989	175725	5564 Freshwater Drive, Mississauga, On, L5M 7M8
990	175731	16 Peachwood Place, Brampton, On, L6S 3Y9
991	175734	231 Geneva Street, St. Catharines, On, L2R 4R1
992	175743	22 Greenwood Crescent, Brampton, On, L6S 1T3
993	175767	21 Crimson Forest Drive, Maple, On, L6A 4C4
994	175780	77 Magnolia Drive, Paris, On, N3L 3N2
995	175894	123 Provident Way, Mount Hope, On, L0R 1W0
996	175903	624 Langholm Street, Milton, On, L9T 8Z8
997	176066	124 Rectory Street, London, On, N5Z 2A1
998	176129	214596 Tenth Line, Amaranth, On, L9W 0G7
999	176176	286 Golf St, Oshawa, On, L1G 4A9
1000	176206	105 Woods St, Chatham-Kent, On, N7L 3P9
1001	176254	60 Weber Street, New Hamburg, On, N3A 1H3
1002	176362	168 Lee Avenue, Bradford, On, L3Z 1A9
1003	176381	3646 Holburn Street, Windsor, On, N9E 4V4
1004	176451	56 Cartier Drive, Kitchener, On, N2E 1E1
1005	176476	9065 River Road West, Palgrave, On, L0N 1P0
1006	176491	31 Beech Street, Kingsville, On, N9Y 1A9
1007	176530	64 Zinkann Crescent, Wellesley - Waterloo, On, N0B 2T0
1008	176570	96 Zinnia Place, Vaughan, On, L4L 6G7
1009	176572	39 Moraine Drive, Woodbridge, On, L4N 2E5
1010	176727	1221 Salmers Drive, Oshawa, On, L1K 0R7
1011	176732	210 Valridge Drive, Ancaster, On, L9G 5C5
1012	176787	1117 Copper Leaf Crescent, Kitchener, On, N2E 3W4
1013	176792	277 Grantham Avenue, St. Catharines, On, L2M 4Z8
1014	176960	474 Activa Avenue., Kitchener, On, N2E 4C1
1015	177011	173 Cooke Crescent, Milton, On, L9T 6E5
1016	177055	172 The Queensway, Barrie, On, L4M 0B5
1017	177068	87 Avonmore Crescent, Orangeville, On, L9W 3C2
1018	177220	70 Promenade Richelieu, Welland, On, L3B 6H7
1019	177364	50 Churchill Avenue, Welland, On, L3B 4Y6
1020	177774	1 Hawkins Drive, Barrie, On, L4N 0A5
1021	178009	21 Justus Dr, Richmond Hill, On, L4C 9Z4
1022	178010	30 Greenfield Ave, Barrie, On, L4N 2V8
1023	178043	235 Ivy Glen Dr, Maple, On, L6A 0N8
1024	178045	172 Tormina Blvd, Whitby, On, L1R 3R5
1025	178083	249 King Street, Trenton, On, K8V 3X2
1026	178147	41 Lougheed Rd, Barrie, On, L4N 8G2
1027	178152	73 Prairie Dunes Pl, Vaughan, On, L4K 2E4
1028	178155	148 Hetherington Cres, Thornhill, On, L4J 2M2
1029	178251	69 Amy Ct, Woodbridge, On, L4L 7R3
1030	178253	556 Summeridge Dr, Thornhill, On, L4J 9J1
1031	178254	89 Forest Heights Street, Whitby, On, L1R 1X7
1032	178255	591 Fleetwood Dr, Oshawa, On, L1K 2V7

1033	178259	818 Masson St, Oshawa, On, L1G 5A9
1034	178260	6873 Markwood Pl, Mississauga, On, L5N 4K6
1035	178263	178263 - 18 Nugent Court, Barrie, ON, L4N 7A9
1036	178269	105 Santina St, Woodbridge, On, L4H 2N3
1037	178270	195 Fallingbrook St, Whitby, On, L1R 2B1
1038	178271	11 Roma Drive, Whitby, On, L1P 0B4
1039	178272	324 John Bowser Cres, Newmarket, On, L3Y 7P2
1040	178273	27 Suffolk Ave, Aurora, On, L4G 7W6
1041	178276	2 Woodriver St, Richmond Hill, On, L4S 1B2
1042	178280	10 Capilano Court, Vaughan, On, L4K 1L2
1043	178281	9 Roma Dr, Whitby, On, L1P 1N3
1044	178359	79 Lincoln Street, Welland, On, L3C 5K3
1045	178438	724 Third Avenue, Peterborough, On, K9J 4P3
1046	178443	9 Henderson Court, Ingersoll, On, N5C 0A1
1047	178477	24 Newlands Avenue 1/2, Hamilton, On, L8H 2T5
1048	178491	597 Parkview Cres , Cambridge, On, N3H 7Z9
1049	178526	139 Iron Gate Street, Kitchener, On, N2N 3R4
1050	178575	358 Bush View Crecent, Waterloo, On, N2V 2A5
1051	178631	3696 Bangor Road, Mississauga, On, L5L 4P5
1052	178671	2561 9/10 Sideroad, New Lowell, On, L0M 1N0
1053	178673	95 Old Colony Road, Richmond Hill, On, L4E 3X2
1054	178693	2335 Grand Marais Road West, Windsor, On, N9E 4C6
1055	178703	79 Coronation Parkway, Barrie, On, L4M 0E2
1056	178866	42 Behan Street, Hamilton, On, L8T 4N6
1057	178910	23 Darlington Cres., Brampton, On, L6T 2Z1
1058	178912	41 Arjay Tr., Brampton, On, L6X 4M4
1059	178915	2581 Prestonvale Rd., Courtice, On, L1E 1W1
1060	178931	6 Prince Edward Boulevard, Thornhill, On, L3T 7G4
1061	178940	3068 Switzerville, Napanee, ON, K7R 3K9
1062	178996	6052 Sundance Pl, Mississauga, On, L5N 2B4
1063	179079	891 Mount Allan Avenue, Oshawa, On, L1J 8K3
1064	179162	72 Saint David'S Road, St. Catharines, On, L2T 1P9
1065	179164	29 Reyburn Avenue, Kitchener, On, N2C 2B1
1066	179168	85 Pico Crescent, Vaughan, On, L4J 8P3
1067	179233	15 Colle Melito Way, Woodbridge, On, L4H 1N9
1068	179264	49 Roth Street, Angus, On, L0M 1B2
1069	179266	175 Neeve St, Guelph, On, N1E 5S5
1070	179276	51 Ferne-Rachel Rd, Thornhill, On, L4J 6J5
1071	179279	53 Huntington Park Dr, Thornhill, On, L3T 7G6
1072	179284	138 Stephenson Cres, Richmond Hill, On, L4C 5W1
1073	179285	226 Aspenwood Dr., Newmarket, On, L3X 3K7
1074	179288	36 Sunbird Blvd, Keswick, On, L4P 3R9
1075	179289	196 North Meadow Crescent, Thornhill, On, L4J 3C5
1076	179290	45 Watson Drive, Barrie, On, L4M 6W9
1077	179296	875 Beatrice St East, Oshawa, On, L1K 2H8
1078	179299	109 Glen Cres, Thornhill, On, L4J 4W3
1079	179310	206 Windsor St, Oshawa, On, L1H 6G3

1080	179314	807 Greystone Crt, Oshawa, On, L1K 2V1
1081	179324	955 Southfork Dr, Mississauga, On, L5V 2K6
1082	179326	718 Grandview St N, Oshawa, On, L1H 7W2
1083	179333	211 Crossland Gate, Newmarket, On, L3X 1B1
1084	179361	14 Iber Court, Aurora, On, L4G 1V5
1085	179446	366 Chambers Crescent, Newmarket, On, L3X 1T3
1086	179525	354 Hughson Street. North, Hamilton, On, L8L 4N1
1087	179568	227 Baldwin Drive, Cambridge, On, N3C 0B8
1088	179637	7 Moon Drive, Barrie, On, L4N 7G7
1089	179640	1205 Blu Aire Gate, Sarnia, On, N7S 5C2
1090	179657	40 Mahmood Crescent, Vaughan, On, L6A 3A4
1091	179702	6 Redpath Road, Barrie, On, L4M 5L2
1092	179839	1098 Staghorn Crescent, London, On, N5Y 5R1
1093	179897	4 Burnaby Crescent, Kitchener, On, N2N 2W9
1094	180000	330 East 18Th Street, Hamilton, On, L9A 4P8
1095	180028	131 Tuscana Boulevard, Concord, On, L4K 5K4
1096	180033	27 Hinsley Crescent, Ajax, On, L1T 0B5
1097	180042	317 Nairn Circle, Milton, On, L9T 7X6
1098	180061	47 Ronald Ave, Richmond Hill, On, L4B 3Y8
1099	180075	7 Elston Avenue, Ajax, On, L1Z 0E2
1100	180081	58 Robert Attersley Drive East, Whitby, On, L1R 0B6
1101	180096	19 Whitbread Crescent, Ajax, On, L1Z 0E3
1102	180106	5118 Warwickshire Way, Mississauga, On, L5V 1P8
1103	180146	42 Dod'S Drive, Alton, On, L7K 0C7
1104	180196	7679 Wrenwood Crescent, Mississauga, On, L4T 2V8
1105	180302	614 Black Oak Cres, Waterloo, On, N2V 1A5
1106	180394	228 Pastern Trail, Waterloo, On, N2K 3X6
1107	180412	15 Bridleridge Street, Kitchener, On, N2P 2T9
1108	180460	675 Shanahan Boulevard, Newmarket, On, L3X 1P7
1109	180461	95 Burling Place, Newmarket, On, L3Y 5W3
1110	180469	48 Peppertree Lane, Stouffville, On, L4A 0M8
1111	180471	26 William Ingles Drive, Courtice, On, L1E 0E3
1112	180487	5 Porter Place, St. Thomas, On, N5R 5L5
1113	180489	34 Knicely Rd., Barrie, On, L4N 6V3
1114	180490	41 Peru Road, Milton, On, L9T 2V6
1115	180491	71 Wedgewood Drive, Cambridge, On, N1S 2A8
1116	180492	73 Thirteenth Street, Etobicoke, On, M8V 3H5
1117	180495	84 Halloway Heights, Stirling, On, K0K 3E0
1118	180497	141 Lockhart Drive, St. Catharines, On, L2T 1W5
1119	180499	2937 Embleton Road, Brampton, On, L6Y 0E8
1120	180500	65 Daniel Avenue, Kitchener, On, N2K 3W3
1121	180518	921 Manorbrook Court, Kitchener, On, N2P 2Y2
1122	180539	310 Wettlaufer Terrace, Milton, On, L9T 7N2
1123	180931	2487 Padstow Crescent, Mississauga, On, L5J 2G2
1124	180935	16 Esker Run, Guelph, On, N1E 7C8
1125	181016	25 Glenmanor Drive, Brampton, On, L6Z 3Z5
1126	181093	15853 Humber Station Road, Caledon, On, L7E 3A3

1127	181138	11 Azores Crescent, Cambridge, On, N1R 7Z4
1128	181165	1840 Meagan Drive, Windsor, On, N9J 3K7
1129	181447	2126 Rockport St, Windsor, On, N9G 3A5
1130	181451	706 Dynasty St, Windsor, On, N9G 2X9
1131	181452	4264 Zurich Ave, Windsor, On, N9G 2Z7
1132	181457	4778 Periwinkle Cres, Windsor, On, N9G 3G8
1133	181469	62 Glenforest Dr, Thornhill, On, L4J 8K5
1134	181471	210 Manitoba St, Stouffville, On, L4A 4Y3
1135	181475	28 Wakefield Ave, Leamington, On, N8H 5E9
1136	181478	61 Athabaska Rd, Barrie, On, L4N 8E8
1137	181480	4 Stunden Lane, Barrie, On, L4N 0H1
1138	181487	130 View North Ct, Woodbridge, On, L4L 8S2
1139	181488	41 Canary Reed Ct, Barrie, On, L4N 8S1
1140	181491	277 Philip Cres, Belleriver , On, N0R 1A0
1141	181511	4009 Acorn Cres, Windsor, On, N8W 5R2
1142	181658	66 Venetian Drive, Amherstburg, On, N9V 3A2
1143	181664	141 Fieldgate Drive, Vaughan, On, L6A 1K4
1144	181666	906 Lake Shore Drive, Windsor, On, N9G 2R2
1145	181674	10 Mcnaughton Avenue, Chatham-Kent, On, N8A 1R8
1146	181691	89 Oxley Dr, Chatham, On, N7L 2K9
1147	181692	461 Baldoon Rd, Chatham, On, N7L 5A9
1148	181709	496 Baldoon Dr, Chatham, On, N7L 4W1
1149	181717	232 Bayberry Cres, Belleriver, On, N0R 1A0
1150	181740	19 Portside Crescent, Brampton, On, L6R 3P3
1151	181745	2428 St. Patricks Ave, Windsor, On, N9E 4V9
1152	181767	600 Michigan Ave, Lasalle, On, N9J 2E6
1153	181838	436 Richmond St, Amherstberg, On, N9V 3G1
1154	181839	324 Robert Ferrie Drive, Kitchener, On, N2P 2Y6
1155	181841	55 Stanwell Drive, Brampton, On, L6Z 3Y8
1156	181842	2387 Lambton St, Windsor, On, N9E 4G3
1157	182034	1019 Heritage Drive, Lasalle, On, N9H 2H6
1158	182112	5213 Middlebury Drive, Mississauga, On, L5M 5C3
1159	182127	53 Ellison Avenue, Beeton, On, L0G 1A0
1160	182231	8 Monarch Court, Hamilton, On, L9H 3W1
1161	182328	111 Smoothwater Terrace, Markham, On, L6B 0K9
1162	147028	705 Sandison St, Windsor, On, N9E 4T2
1163	182358	448 Timothy St, Newmarket, On, L3Y 1P8
1164	182390	70 Hollingsworth Circle, Brampton, On, L7A 0J4
1165	182442	177 Sproule Drive, Barrie, On, L4N 0P8
1166	182457	936 Blairholm Avenue, Mississauga, On, L5C 1G4
1167	182799	667 Down Crescent, Oshawa, On, L1H 7X9
1168	184305	133 Hutton Place, Bowmanville, On, L1C 5K2
1169	185998	26 Cloverdale Drive, Brampton, On, L6T 2T4
1170	186069	101 Dumfries Ave, Brampton, On, L6Z 2W5
1171	186082	287 Coxmill Rd, Barrie, On, L4N 8K8
1172	186100	1600 Quail Run Dr., Oshawa, On, L1K 0E1
1173	186101	67 Smales Dr., Ajax, On, L1Z 1G5

1174	186103	138 Elgin St., Clarington, On, L1C 3E7
1175	186105	532 Laurier Crt., Pickering, On, L1V 4R1
1176	186107	5 Devlin Cres., Whitby, On, L1N 0J4
1177	186108	2 Orwell Cres., Barrie, On, L4N 6N3
1178	186137	17 Willowbrook Drive, Whitby, On, L1R 1T3
1179	186151	343 Bessborough Drive, Milton, On, L9T 8P6
1180	186233	34 Fernbank Place, Whitby, On, L1R 1T1
1181	186242	44 Adam Street, Brampton, On, L6Z 2R9
1182	186248	2564 Palisander Avenue, Mississauga, On, L5B 2L2
1183	186251	100 Sled Dog Road, Brampton, On, L6R 0J4
1184	186252	30 Jacksonville Drive, Brampton, On, L6P 2Z3
1185	186253	110 Rutherford Road North, Brampton, On, L6V 2J2
1186	186293	9 Seapine Street, Brampton, On, L6Y 0S5
1187	186305	356 Highland Avenue, Oshawa, On, L1H 6B3
1188	186314	65 Forest Heights St, Whitby, On, L1R 1X4
1189	186345	25 Horsham Street, Brampton, On, L6X 3R6
1190	186354	3 Callalily Road, Brampton, On, L7A 0M4
1191	186357	3 Pardon Avenue, Whitby, On, L1P 1T9
1192	186420	204 Montgomery Ave, Whitby, On, L1M 0B8
1193	186429	406 Leakcock Drive, Barrie, On, L4N 5M6
1194	186430	63 Hurricane Avenue, Woodbridge, On, L4L 1V5
1195	186446	6 Whitepoppy Drive, Brampton, On, L7A 0L8
1196	186466	9 Townline Road South, Courtice, On, L1E 2J1
1197	186487	76 Ridgemore Crescent, Brampton, On, L7A 2L5
1198	186489	719 Sugar Maple Crescent, Whitby, On, L1N 7W8
1199	186501	82 Clarridge Court, Brampton, On, L6X 3N3
1200	186502	51 Red Maple Drive, Brampton, On, L6X 4M1
1201	186503	831 Centre Street North, Whitby, On, L1N 4T9
1202	186506	21 Millstone Crescent, Whitby, On, L1R 1T4
1203	186565	933 Steel Street, Port Colborne, On, L3K 6A8
1204	186575	210 Stockdale Road, Quinte West, On, K8V 5P6
1205	186651	59 Rice Dr, Whitby, On, L1N 7Z3
1206	186676	137 Middlefield Road, Peterborough, On, K9J 8E8
1207	186695	9 Whitehall Gate, Welland, On, L0S 1E1
1208	186705	39 Houghton North, Hamilton, On, L8H 4L3
1209	186785	33 Cambria Drive, St. Catharines, On, L2N 6W3
1210	186901	302 Kincardine Terrace, Milton, On, L9T 8E9
1211	186907	1103 Janette Ave, Windsor, On, N9A 5A6
1212	186908	37 Dundonald Street, St. Catharines, On, L2P 3T4
1213	186992	33 Highview Drive, St. Thomas, On, N5R 5E6
1214	187045	44 Barrington Dr, Welland, On, L3C 5Z9
1215	187059	69 Jonathan Court, Hamilton, On, L8W 0A1
1216	187083	72 Williamson Dr, Ajax, On, L1T 0A9
1217	187087	102 Howling Cres, Ajax, On, L1S 7R9
1218	187099	91 William Stephenson, Whitby, On, L1N 3T1
1219	187112	10 Ashbury Blvd, Ajax, On, L1Z 7V9
1220	187120	8862 Martin Grove Rd, Woodbridge, On, L4H 1C2

1221	187122	438 Talbot Street, Hamilton, On, L8H 6T7
1222	187127	60 Manley Ave, Stouffville, On, L4A 0C4
1223	187205	92 Barberry Cres, Richmond Hill, On, L4E 4S6
1224	187265	37 Switchback Trail, Brampton, On, L6R 3H1
1225	187340	178 Campbellville Road, Campbellville On, L0P 1B0
1226	187406	444 Jelinik Terrace, Milton, On, L9T 7N2
1227	187489	11 Goldenrod Court, St. Thomas, On, N5P 4M7
1228	187588	6 Stone Briar Court, Dunnville, On, N1A 2W7
1229	187605	7 Joshua St, Kitchener, On, N2C 2T4
1230	187653	29 Lennon Trail, Brampton, On, L6Y 5P7
1231	187663	8 Sunrise Crescent, Dundas, On, L9H 3R9
1232	187676	59 Misty Meadow Dr, Woodbridge, On, L4L 3X1
1233	187748	7 Barnes Drive, Ajax, On, L1S 5C5
1234	187752	126 Holm Cr, Thornhill, On, L3T 5J3
1235	187761	166 Forecastle Rd, Vaughn, On, L4K 5H7
1236	187797	28 Westlea Drive, West Lincoln, On, L0R 2A0
1237	187816	20 Aristocrat Rd, Brampton, On, L6P 1X7
1238	187873	244 Anne Street North, Barrie, On, L4N 4X5
1239	187918	69 Crown Victoria Dr., Brampton, On, L7A 3X1
1240	188016	13870 Eight Mile Road, Arva, On, N0M 1C0
1241	188030	152 Melville Street, Hamilton, On, L9H 2A8
1242	188093	37 Lipton Cres, Whitby, On, L1R 1W7
1243	188102	3 Orangegrove Dr., Brampton, On, L7A 3N5
1244	188112	37 Levida Street, Brampton, On, L6P 2Y8
1245	188159	29 Gaydon Way, Brantford, On, N3T 6P8
1246	188166	671 Olive Ave, Oshawa, On, L1H 2R9
1247	188181	49 Lockwood Road, Brampton, On, L6Y 4T7
1248	188204	27 Garryoaks Dr, Brampton, On, L6P 3E2
1249	188222	19 Baylawn Cir, Brampton, On, L6P 2M6
1250	188263	2166 Orr Lake Road N, Elmvale, On, L0L 1P0
1251	188303	87 Lipton Cres., Whitby, On, L1R 1W9
1252	188316	8 Mavin St., Brantford, On, N3T 6N1
1253	188348	4486 Derby Street, Petrolia, On, N0N 1R0
1254	188358	236 McGill Street, Quinte West, On, K8V 3K6
1255	188436	32 Willow Tree St, Vaughan, On, L6A 2S2
1256	188438	62 Sunley Cres, Brampton, On, L6Y 5B8
1257	188441	4 Lockwood Road, Brampton, On, L6Y 4S6
1258	188479	27 Cobblehill Cres, Brampton, On, L6P 2M7
1259	188497	5 Millbrook Gate, Markham, On, L3R 9C5
1260	188520	18 Staines Street, Breslau, On, N0B 1M0
1261	188537	69 Gillett Dr., Ajax, On, L1Z 0E2
1262	188555	17 Hunter Way, Brantford, On, N3T 6S3
1263	188563	691 Whistler Drive, Oshawa, On, L1J 7N9
1264	188564	695 Whistler Dr, Oshawa, On, L1J 7N9
1265	188568	56 Capistro St, Brampton, On, L7A 3H4
1266	188569	16 Mosley Cres, Brampton, On, L6Y 5C7
1267	188575	80 Mullis Cres, Brampton, On, L6Y 4S9

1268	188576	56 Magnificent Ct, Brampton, On, L6P 2T2
1269	188619	62 Stonelake Ave, Brampton, On, L6V 4T7
1270	188625	1693 Whitestone Dr, Oshawa, On, L1K 2X2
1271	188626	71 Grey Oak Drive, Guelph, On, N1L 1R2
1272	188631	71 Kaiser Drive, Woodbridge, On, L4L 3V2
1273	188659	14 Fort Street, Point Edward, On, N7V 1M2
1274	188687	133 North Crescent, Port Colborne, On, L3K 2X6
1275	188716	3537 Stonecutter Cres, Mississauga, On, L5M 7N7
1276	188757	51 Summitgreen Cres, Brampton, On, L6R 0T6
1277	188760	13 Dafoe Cres, Brampton, On, L6Y 2L1
1278	188785	20 Summitgreen Cres, Brampton, On, L6R 0T4
1279	188946	82 Lacey Crescent, London, On, N6E 2E7
1280	188947	605 Gibb St, Oshawa, On, L1J 1Z6
1281	188955	114 Eastvale Dr, Markham, On, L3S 4S6
1282	188983	48 Cannon Cres, Brampton, On, L6Y 4L8
1283	189054	1745 Jefferson St, Windsor, On, N8T 2V6
1284	189071	34 Cliff Gunn Rd. , Newmarket, On, L3X 3J8
1285	189159	19 Longbourne Cres., Brampton, On, L6S 2R8
1286	189179	176 Moffatt Ave, Brampton, On, L6Y 4R3
1287	189236	23 Lambert Cres, Brantford, On, N3T 0E5
1288	189241	91 Kennett Dr, Whitby, On, L1P 1L5
1289	189247	1781 Esterbrook Dr, Oshawa, On, L1K 0J1
1290	189328	25 Limenick Lane, Brantford, On, N3T 6L3
1291	189331	16 Northgate Blvd., Brampton, On, L6S 4A6
1292	189342	282 Ridgemere Court, Kitchener, On, N2P 2W6
1293	189495	9 Painter Terrace, Hamilton, On, L0R 2H1
1294	189499	74 Collingwood Ave, Brampton, On, L7A 1L7
1295	189510	1392 Monaghan Circle, Mississauga, On, L5C 1R8
1296	189552	31 Neville Cres., Brampton, On, L6S 5L5
1297	189558	95 Robin Crt., Barrie, On, L4M 5L9
1298	189574	475 Kwapis Boulevard, Newmarket, On, L3X 3K5
1299	189582	13 Serena Lane, Barrie, On, L4N 0V6
1300	189589	38 Watson Dr, Barrie, On, L4M 6W8
1301	189593	12 Spruce Lands Ave, Brampton, On, L6R 1M5
1302	189594	142 Mary Pearson Drive, Markham, On, L3S 3E9
1303	189595	4 Anne Crt, Thornhill, On, L4J 2V7
1304	189597	18 Newman Crt, Brampton, On, L6S 5T1
1305	189608	71 Stollar Blvd, Barrie, On, L4M 6N3
1306	189609	1 Major Oaks Dr, Brampton, On, L6V 3K1
1307	189636	58 Sovereign Drive, St. Catharines, On, L2T 1Z7
1308	189638	1714 Yardley St, Oshawa, On, L1K 0E4
1309	189641	16 Shadyridge Road, Brampton, On, L6P 1K3
1310	189652	45 Cabinet Cres, Woodbridge, On, L4L 6H9
1311	189743	669 Vermilyea Road , Belleville, On, K8N 4Z5
1312	189765	91 Morning Star Dr, Woodbridge, On, L4L 6J4
1313	189794	40 Fossil St, Brampton, On, L6P 3G7
1314	189815	22 Regency Crt, Bradford, On, L3Z 2R2

1315	189818	1153 Oakhill Ave, Oshawa, On, L1K 2T1
1316	189820	86 Ondrey Street, Bradford, On, L3Z 2X1
1317	189850	22 Mountainberry Road, Brampton, On, L6R 1J2
1318	189897	93 Compton Cres, Bradford, On, L3Z 2X7
1319	189914	9 Leece Rd, Barrie, On, L4N 7T5
1320	189922	149 Gaiser Road, Welland, On, L3C 0B5
1321	189951	76 Clarridge Crt, Brampton, On, L6X 3N4
1322	189958	30 Newdale Pl, Brampton, On, L6S 5Z2
1323	189991	1457 Lyncroft Cres., Oshawa, On, L1K 2P4
1324	191061	5 Reid Road, Bradford, On, L3Z 0P9
1325	191063	6 Nectarine Cres, Brampton, On, L6S 5Y8
1326	191129	217 Christopher Street, Stayner, On, L0M 1S0
1327	191135	54 Fair Street, Ancaster, On, L9K 0A7
1328	191141	560 Park Rd., Oshawa, On, L1J 4J5
1329	191210	200 Gray Avenue, Alliston, On, L9R 0H1
1330	191246	6 Sedan Court, Woodbridge, On, L4L 3W2
1331	191277	162 Leameadow Rd, Thornhill, On, L4J 9G3
1332	191280	919 Chipping Park Blvd, Cobourg, On, K9A 5H2
1333	156504	1514 Lillian Ave, Windsor, On, N8X 4A8
1334	191405	7 Crawford Circle, Beeton, On, L0G 1A0
1335	191410	2227 Belfast Crescent, Mississauga, On, L5K 1N7
1336	191426	79 Ball Point Road, Little Britain, On, K0M 2C0
1337	191439	8 Janet Court, St. Catharines, On, L2S 1A4
1338	191524	386 Montreal Circle, Hamilton, On, L8E 0C7
1339	191539	808 South Pacific Avenue, Windsor, On, N8X 2X2
1340	191655	91 Chalet Cres London, On, N6K 3C5
1341	191667	1004 Hatfield Cres, Peterborough, On, K9H 6L8
1342	191683	27 Hillcroft Drive, Markham, On, L3S 1P9
1343	191686	7 Henhoffer Crescent, Kitchener, On, N2E 4C3
1344	191768	139 Alfred St , Sarnia, On, N7T 1G2
1345	191847	2283 Creek Road, Niagara-On-The-Lake, On, L0S 1J0
1346	191880	66 Yorkshire Dr, Ancaster, On, L9K 1N4
1347	191897	62 Daden Oaks Dr, Brampton, On, L6P 3R8
1348	191903	2 Commodore Dr, Brampton, On, L6X 0S4
1349	191927	474 Wickham Street, Oshawa, On, L1K 1R9
1350	191938	53 Page Crescent, Markham, On, L3S 1W5
1351	191942	10 Neeland Rd, Markham, On, L3S 1X1
1352	191949	18 Birch Tree Trail, Brampton, On, L6P 3M8
1353	191951	5 Oswald Rd, Brampton, On, L6P 3S1
1354	191952	64 Daden Oaks Dr, Brampton, On, L6P 3R8
1355	191963	101 Bourbon Cir, Barrie, On, L4M 7J7
1356	191991	1099 Langford St, Oshawa, On, L1K 2V8
1357	192021	67 Campwood Cres, Brampton, On, L6P 3S8
1358	192062	10 Bennett Ave, Guelph, On, N1E 2C4
1359	192068	482 Regent Street , Orillia, On, L3V 4E3
1360	192111	31 Monique Court, Markham, On, L3S 4S5
1361	192118	37 Feint Dr, Ajax, On, L1T 0E6

1362	192120	26 Kruger Rd, Markham, On, L3S 3X1
1363	192122	39 Stanley Lane, Markham, On, L3S 4E3
1364	192139	22 Kemp Drive, Dundas, On, L9H 2M9
1365	192234	64 Conley Street, Thornhill, On, L4J 2X5
1366	192253	396 Highglen Ave, Markham, On, L3S 4J3
1367	192274	60 Daden Oaks Dr, Brampton, On, L6P 3R8
1368	192310	19 Jean Anderson Crescent, Guelph, On, N1G 5A6
1369	192315	126 Irwin Ave, Ancaster, On, L9K 0G1
1370	192336	75 Oak Lea Circle, Markham, On, L3P 3M3
1371	192338	3 William Honey Cres., Markham, On, L3S 2K2
1372	192348	38 Crompton Dr, Barrie, On, L4M 6N1
1373	192360	340 Ascot Place, Corunna, On, N0N 1G0
1374	192425	41 Lavron Crt, Markham, On, L3S 2N8
1375	192481	443 Angling Road, Waterford, On, N0E 1Y0
1376	192549	6 Bettina Avenue, Hamilton, On, L8K 3M5
1377	192581	8 Sentry Circle, Niagara On The Lake, On, L0S 1J0
1378	192603	12 Intrigue Trail, Brampton, On, L6X 0W8
1379	192652	212 Landsbridge St., Bolton, On, L7Z 2A3
1380	192654	88 Lawren Harris Crescent, Bolton, On, L7E 2W8
1381	192661	383619 Salford Road, Salford, On, N0J 1W0
1382	192665	7039 Douglas Cres, Niagara Falls, On, L2G 3C3
1383	192688	117 Castle Oaks Crossing, Brampton, On, L6P 3V3
1384	192749	30 Redwillow Road, Brampton, On, L6P 2A3
1385	192776	85 Dawn Hill Trail, Thronhill, On, L3T 3B4
1386	192803	44 Hesp Dr., Bolton, On, L7E 2R4
1387	192821	30 Paper Birch Drive, Markham, On, L6B 0T5
1388	192922	566 Fagan Avenue, Peterborough, On, K9J 4J1
1389	192933	61 Charcoal Way, Brampton, On, L6Y 5R9
1390	192935	68 Charles Brown Rd, Markham, On, L3S 4V3
1391	192937	79 Coppard Avenue, Markham, On, L3S 2R3
1392	192941	59 Creditstone Rd, Brampton, On, L6Y 4E9
1393	192947	53 Hesp Dr, Bolton, On, L7E 2R2
1394	192970	144 King St West, Bolton, ON, L7E 1A2
1395	192975	211 Blackburn Dr, Brantford, ON, N3T 0A5
1396	193007	98 Walter Avenue, Newmarket, ON, L3Y 2T6
1397	193057	9 Brinkley Dr, Brampton, ON, L7A 1L8
1398	193066	42 Bambi Trail, Caledon, ON, L7E 2G3
1399	193074	47 Edgewood Cres, Markham, ON, L6C 2K7
1400	193124	664 Lansdowne Drive, Oshawa, ON, L1G 1W4
1401	193275	80 Mullen Drive, Vaughan, ON, L4G 1V1
1402	193349	349 Cartier Drive, Woodstock, ON, N4S 8C8
1403	193350	702 Southwood Way, Woodstock, ON, N4V 1H5
1404	193376	230 Lockwood Rd, Brampton, ON, L6Y 4Y4
1405	193491	43 Eaglestone Lane, Barrie, ON, L4N 0J3
1406	193504	250 Alex Donor Drive, Newmarket, ON, L3X 1A8
1407	193639	43 Thorpe Cres, Brampton, ON, L7A 1P8
1408	193646	112 Kendrick Crt, Ancaster, ON, L9G 5E8

1409	193661	58 Seafair Crescent, Brampton, ON, L6Y 5W3
1410	193851	24 Aqua Street, Centre Wellington, ON, N0B 1S0
1411	193915	36 Princess Valley Cres, Brampton, ON, L6P 2C5
1412	193916	389 Valridge Dr, Ancaster, ON, L9G 0B1
1413	193918	76 Shakespeare Avenue, St. Catharines, ON, L2R 6N2
1414	193987	10 Alice Springs Crescent, Brampton, ON, L6X 0R5
1415	193996	8 Alice Springs Crescent, Brampton, ON, L6X 0R5
1416	194011	39 Penhale Avenue, St. Thomas, ON, N5R 6L2
1417	194025	14 Pantano Place, Brampton, ON, L6X 0N6
1418	194031	215 Lormel Gate, Woodbridge, ON, L4H 0C9
1419	194033	1 Twelve Oaks Drive, Aurora, ON, L4G 6J6
1420	194035	379 Georgian Drive, Barrie, ON, L4M 7A2
1421	194038	146 Tierra Ave, Maple, ON, L6A 2Z3
1422	194047	30 Damatta Dr., Brampton, ON, L6X 0N5
1423	194052	22 Blaydon Lane., Aurora, ON, L4G 7P8
1424	194053	92 Gateway Dr., Aurora, ON, L4G 7S5
1425	194057	84 Reed Dr, Ajax, ON, L1S 6T6
1426	194059	54 Tipton Cres, Ajax, ON, L1T 2K8
1427	194235	32 Boltonview Cres, Bolton, ON, L7E 2H1
1428	194236	1065 Valentine Drive, Cambridge, ON, N3H 2N9
1429	194259	11 Gray Park Dr, Bolton, ON, L7E 2N3
1430	194261	10 Jamieson Drive, Rosemont, ON, L0N 1R0
1431	194275	8 Gray Park Dr, Bolton, ON, L7E 2N3
1432	194287	51 Silvervalley Dr, Bolton, ON, L7E 2Y7
1433	194405	17 Hillview Drive, Newmarket, ON, L3Y 4Y3
1434	194551	19 Gold Finch Court, Brampton, ON, L6S 2K7
1435	194581	159 Norwich Road, Breslau, ON, N0B 1M0
1436	194591	547 Devonshire Road, Sarnia, ON, N7V 2P4
1437	194652	72 Spencer Avenue, Orangeville, ON, L9W 5E7
1438	194703	11 Gable Dr, Brampton, ON, L6V 2H2
1439	194710	47 Corkett Drive, Brampton, ON, L6X 3G1
1440	194711	71 Pathway Dr, Brampton, ON, L6X 0Z2
1441	194749	5 Streamside Lane, Brampton, ON, L6R 2A9
1442	194787	62 Aquasanta Crescent, Hamilton, ON, L9B 0H8
1443	194913	139 Main St East, Port Colbourne, ON, L3K 1S5
1444	194958	111 Darren Hill Trail, Markham, ON, L6E 0M3
1445	194964	60 Richard Underhill Ave, Stouffville , ON, L4A 0J2
1446	194992	423 Sunny Meadow Boulevard, Brampton, ON, L6R 0L6
1447	195087	641 Old Tecumseh Road, Lakeshore, ON, N0R 1A0
1448	156920	47 Hepworth Drive, Etobicoke, ON, M9R 3W1
1449	195163	378 Major St, Scugog ON,, Canada L9L 1E8
1450	195165	6 Genevive Crescent, London ON, N5Y 4A8
1451	195167	7 Walron Crt, Ajax, ON, L1T 8X2
1452	195207	173 Church St N, Alliston, ON, L9R 0G2
1453	195222	41 Austraila Dr, Brampton, ON, L6R 3E8
1454	195224	76 Lakecrest Trail, Brampton, ON, L6Z 1S2
1455	195227	210 Rutherford Road.N, Brampton, ON, L6V 2X9

1456	195238	127 Country Ln, Barrie, ON, L4N 0N2
1457	195239	671 Balmoral Drive, Brampton, ON, L6T 1W8
1458	195262	998 Gastle Way, Milton, ON, L9T 7B3
1459	195273	1172 Pearson Avenue, Windsor, ON, N8P 1X2
1460	195373	25 Reston Ridge St, Markham, ON, L6E 1X9
1461	195377	94 Saffron Cres, Brampton, ON, L6R 6H8
1462	195382	9 Fisher Drive, Everett, ON, L0M 1J0
1463	195383	1351 President Crt., St. Catharines, ON, L2R 6P9
1464	195384	55 Kernahan St., St. Catharines, ON, L2R 4T1
1465	195385	906 Miller St., Cavan, ON, L0A 1L0
1466	195404	126 Lundy Lane, Newmarket, ON, L3Y 3S1
1467	195459	5 Toba Cres, Brampton, ON, L6Z 4R6
1468	195464	36 Cochrane Ave, Brampton, ON, L6Z 4J3
1469	195493	20 Camellia Drive, Richmond Hill, ON, L4B 4H5
1470	195495	165 Colombia Road, Barrie, ON, L4N 8E2
1471	195545	673 Balmoral Drive, Brampton, ON, L6T 1W8
1472	195595	2925 Cartwright Crescent, Mississauga, ON, L5M 5W2
1473	195599	75 Millburn Dr, Bowmanville, ON, L1C 5L7
1474	195602	82 Tobermory Cres, Brampton, ON, L6V 4T5
1475	195606	33 Wellsprings Dr, Brampton, ON, L6V 4T2
1476	195613	38 Winterfold Dr, Brampton, ON, L6V 3T2
1477	195622	41 Remmington St, Bowmanville, ON, L1C 5R1
1478	195636	16 Kesteven Crescent, Brampton, ON, L6W 4E1
1479	195775	61 Little Avenue, Clarington, ON, L1C 1J8
1480	195836	24 Riverplace Cres., Brampton, ON, L6P 2N3
1481	195870	4850 Whitefish Crescent, Windsor, ON, N9G 3E2
1482	195910	17 Keenan Drive, Loretto, ON, L0G 1L0
1483	195932	21 Bosco Dr, Woodbridge, ON, L4H 0L9
1484	195961	94 West Side Dr, Bowmanville, ON, L1C 4Y9
1485	195964	195 Robirwin St, Stouffville, ON, L4A 0V6
1486	195967	29 Jacksonville Dr, Brampton, ON, L6P 2Z3
1487	195968	1195 Fox Glove Place, Mississauga, ON, L5V 2N1
1488	195976	56 Glenayr St, Hamilton, ON, L9C 7J3
1489	195987	39 Aidan Drive, Woodbridge, ON, L4H 0T5
1490	195991	21 Millstone Dr, Brampton, ON, L6Y 4G2
1491	195998	123 Hazelton Ave, Hamilton, ON, L9B 0E9
1492	196008	12 Stingray Court, Brampton, ON, L6V 4R1
1493	196015	13 Gold Tree St, Brampton, ON, L6R 1T8
1494	196020	54 Allison Street , Bowmanville, ON, L1C 0C4
1495	196022	21 Squirreltail Way, Brampton, ON, L6R 1X4
1496	196023	35 Amore Blvd, Hamilton, ON, L9B 2V3
1497	196024	59 Sundown Dr, Hamilton, ON, L9B 1W4
1498	196026	16 Blackmere Cir, Brampton, ON, L6W 4B3
1499	196027	58 Joshua Crt, Brampton, ON, L6S 3W4
1500	196034	56 Willow Park Dr, Brampton, ON, L6R 2N2
1501	196035	23 Summerberry Way, Hamilton, ON, L9B 0G2
1502	196037	3 Gisele Dr, Hamilton, ON, L9B 2M5

1503	196040	78 Philomena Dr, Hamilton, ON, L9B 2K2
1504	196041	23 Gisele Dr, Hamilton, ON, L9B 2M5
1505	196046	43 Creditstone Rd, Brampton, ON, L6Y 3C3
1506	196056	37 Dupont Court, Brampton, ON, L6Y 3R6
1507	196059	19 Hillier St, Clarington, ON, L1C 3S5
1508	196060	2 Summerberry Way, Hamilton, ON, L9B 0G2
1509	196071	46 Silver Trail, Barrie, ON, L4N 3P2
1510	196075	51 Huntington Park Drive, Markham, ON, L3T 7G6
1511	196078	52 Haverty Trail, Brampton, ON, L7A 0S3
1512	196088	15 Christine Court, Thornhill, ON, L4J 3K1
1513	196093	95 Heatherdale Pl, Hamilton, ON, L9C 6K7
1514	196108	3310 Ruth Fertel Drive, Mississauga, ON, L5M 0H5
1515	196136	70 Atkins Circle, Brampton, ON, L6X 4B5
1516	196149	3884 Bloomington Cres, Mississauga, ON, L5M 7H4
1517	196155	5840 Terrapark Trail, Mississauga, ON, L5M 6S1
1518	196164	24 Dimarino Dr, Brampton , ON, L6P 1X7
1519	196169	16 Jacksonville Drive, Brampton, ON, L6P 2Z3
1520	196226	51 Red Cedar Crescent, Brampton, ON, L6R 1A7
1521	196230	23 Hughes Avenue, Welland, ON, L3B 1M4
1522	196238	5832 Rainspring Dr, Mississauga , ON, L5M 6X7
1523	196261	30 Cambria Drive, St Catharines, ON, L2N 6W4
1524	196262	10 Bewell Dr, Markham, ON, L6B 0M3
1525	196263	14 Ann Louise Cres, Markham, ON, L3S 0A8
1526	196269	3875 Bloomington Cres, Mississauga, ON, L5M 7H4
1527	196278	65 Kinzie Lane, Barrie, ON, L4M 5Z8
1528	196296	224 Purple Sage Crescent, Kitchener, ON, N2E 4G5
1529	196326	7412 Sandhurst Dr, Mississauga, ON, L5N 7G6
1530	196330	1371 Inuit Trail, Mississauga, ON, L5N 7R5
1531	196334	114 Branlyn Cres, Brantford, ON, N3P 1Z9
1532	196335	4 Nature Way Crescent, East Gwillimbury, ON, L9N 0A6
1533	196337	3027 Tacc Dr, Mississauga, ON, L5M 0A9
1534	196341	65 Chipman Ave, Hamilton, ON, L9A 2S9
1535	196343	55 Bridgette Dr, Hamilton, ON, L9A 5J7
1536	196344	2835 Mckee Crt, Innisfil, ON, L9S 2J4
1537	196345	795 Ashprior Avenue, Mississauga, ON, L5R 3X3
1538	196349	3887 Passway Rd, Mississauga, ON, L5N 8N9
1539	196350	11 Amaryllis Dr, Brampton, ON, L7A 0M4
1540	196351	474 Van Kirk Dr, Brampton, ON, L7A 0M5
1541	196361	2311 Pilgrim Square, Oshawa, ON, L1L 0C2
1542	196363	39Hardgate Cres, Brampton, ON, L7A 3V7
1543	196367	112 Twin Crescent, Hamilton , ON, L8W 3A7
1544	196371	35 Cambria Dr, St. Catharines, ON, L2N 6W3
1545	196382	480 Yorkhill Blvd, Thornhill, ON, L4S 8G2
1546	196390	50 Haverty Trail, Brampton, ON, L7A 0S3
1547	196392	157 Twin Cres, Hamilton, ON, L8W 3A7
1548	196393	230 Blackwell Cres, Oshawa, ON, L1L 0C9
1549	196397	190 Landsbridge Street, Bolton, ON, L7E 2A3

1550	196398	5790 Churchill Meadows Blvd, Mississauga, ON, L5M 7H1
1551	196404	4223 Hazineh Crt, Mississauga, ON, L5B 3N6
1552	196412	824 Avonshire Court, Mississauga, ON, L5V 2P2
1553	196413	47 Kyla Cres, Markham, ON, L3S 3L3
1554	196414	9 Riverwood Terrace, Bolton, ON, L7E 1S2
1555	196420	2 Ed Quigg Way, Woodbridge, ON, L4H 2S2
1556	196422	72 Monte Carlo Dr, Woodbridge, ON, L4H 1T3
1557	196444	54 Trewartha Cres, Brampton, ON, L6Z 1X4
1558	196448	32 Game Creek Crescent, Brampton, ON, L7A 0K3
1559	196458	98 Ramsden Dr, Hamilton, ON, L8W 2S4
1560	196465	15 Ponymeadow Way, Brampton, ON, L6X 0M2
1561	196466	97 Bonistel Crescent, Brampton, ON, L7A 3H1
1562	196469	110 Showboat Cres, Brampton, ON, L6V 4R1
1563	196480	205 Stather Cres, Markham, ON, L3S 1C3
1564	196484	81 Promelia Court, Markham, ON, L3S 3S4
1565	196497	31 Moore Pl., Barrie, ON, L4N 6N6
1566	196576	14 St. Georges Pl, Brampton, ON, L6X 4A3
1567	196600	48 Sandy Beach Road, Brampton, ON, L7A 2S9
1568	196602	98 Sugarhill Drive, Brampton, ON, L7A 3M4
1569	196614	4240 Sugarbush Rd, Mississauga, ON, L8B 2X7
1570	196620	50 Brambirch Cres, Brampton, ON, L7A 1V1
1571	196622	39 Kitto Crt., Brampton, ON, L6Y 5A9
1572	196624	5227 Huntingfield Dr., Mississauga, ON, L5R 2L4
1573	196627	1255 Lincoln Rd., Windsor, ON, N8Y 2H9
1574	196628	1357 Bayswater Cres., Windsor, ON, N8S 4K4
1575	196631	35 Cordingley Court, Hamilton, ON, L9C 7T4
1576	196654	21 Haley Court, Thornhill, ON, L4J 6A3
1577	196659	101 Ruffet Dr., Barrie, ON, L4N 0N7
1578	196662	166 Laurelhurst Cres, Woodbridge, ON, L4M 2M7
1579	196666	69 Ridgemore Crescent, Brampton, ON, L7A 2L5
1580	196668	115 Botovia Downs Drive, Brampton, ON, L7A 3B9
1581	196688	11 Dunsmore Lane, Barrie, ON, L7A 3B8
1582	196701	51 Capistros St., Brampton, ON, L7A 3H6
1583	196703	4805 Yorkshire Avenue, Mississauga, ON, L4Z 4H2
1584	196713	160 Hanmer Street West, Barrie, ON, L4N 7S1
1585	196770	388 East 28Th St., Hamilton, ON, L8V 3J8
1586	196775	21 Dent Street, Ajax, ON, L1T 4G1
1587	196789	2 Cedarholme Ave, Caledon, ON, L7C 3S9
1588	196790	124 Gagliano Drive, Hamilton, ON, L8W 3J2
1589	196795	110 Pearson Drive, Hamilton, ON, L8W 3H1
1590	196796	155 Elmore Drive, Hamilton, ON, L8W 2C5
1591	196798	25 Treepark Street, Brampton, ON, L6R 1S9
1592	196802	19 Treepark St, Brampton, ON, L6R 1S9
1593	196803	33 Lougheed Rd, Barrie, ON, L4N 8G2
1594	196842	28 Palmer Drive, Ajax, ON, L1S 5W8
1595	196860	58 Starhill Crescent,, Brampton , ON, L6R 2W1
1596	196861	177 Cresthaven Rd, Brampton, ON, L7A 1H4

1597	196864	169 Vodden St West, Brampton , ON, L6X 2W8
1598	196868	179 Cresthaven Rd, Brampton, ON, L7A 1H4
1599	196869	298 Bristol Rd, Newmarket, ON, L3Y 7Z4
1600	196897	49 Seclusion Crescent, Brampton, ON, L6R 1L5
1601	196913	620 Sherbrooke St, Peterborough, ON, K9J 2P6
1602	196915	8 Olive Wood Way, Cambridge, ON, N3C 4N9
1603	196920	41 Dellano Street, Markham, ON, L3S 2N7
1604	196947	19 Leneck Ave, Brampton, ON, L6Z 2A9
1605	196968	50 Quaker Cres., Hamilton, ON, L8W 1H5
1606	196979	39 Sophia Rd, Markham, ON, L3S 3Y5
1607	196992	37 Mainard Cres, Brampton, ON, L6R 2V1
1608	196993	5771 Dawlish Crescent, Mississauga, ON, L5V 1W4
1609	197024	38 Southbend Dr., Brampton, ON, L7A 1K5
1610	197039	121 Powell Drive, Binbrook, ON, L0R 1C0
1611	197067	9 Buttermere Drive, Brampton, ON, L6Y 4S1
1612	197069	6 Leavesden Place, Hamilton, ON, L9A 4H2
1613	197076	62 Winchester Blvd, Hamilton, ON, L8T 2M8
1614	197078	65 Newport St, Brampton, ON, L6S 4N1
1615	197080	1271 Langley Circle, Oshawa, ON, L1K 0E3
1616	197082	138 Muirland Cres, Brampton, ON, L6X 4G1
1617	197084	364 East 24Th Street, Hamilton, ON, L8V 4T2
1618	197086	1115 Tall Pine Avenue, Oshawa, ON, L1K 2X9
1619	197087	64 Torrance Woods, Brampton, ON, L6Y 2V9
1620	197093	22 Victoriaville Road, Brampton, ON, L6X 5J3
1621	197094	72 Atkins Circle, Brampton, ON, L6X 4B5
1622	197095	1620 Pennel Drive, Oshawa, ON, L1K 0K1
1623	197097	6 Beaumont Court, Georgetown, ON, L7G 0C7
1624	197101	1344 Langley Circle, Oshawa, ON, L1K 0E2
1625	197110	44 Agricola Road, Brampton, ON, L7A 0V6
1626	197115	166 Ridge Street, Hamilton, ON, L9A 2X5
1627	197123	25 Marion Crescent, Dundas, ON, L9H 1H9
1628	197125	119 Victor Boulevard, Hamilton, ON, L9A 2V3
1629	197139	10 Terrance Dr., Markham, ON, L6B 0M2
1630	197146	36 Pearson Road, Brampton, ON, L6Y 2N1
1631	197150	74 Lacewood Cres, Brampton, ON, L6S 3K4
1632	197158	11 Coniston Ave., Brampton, ON, L6X 2H3
1633	197160	47 Dessert Sand Drive, Brampton, ON, L6R 1V5
1634	197161	33 Brookview Rd, Brampton, ON, L6X 2X8
1635	197164	48 Addington Crescent, Brampton, ON, L6T 2R3
1636	197166	11 Raven Cross Avenue, Markham, ON, L6B 0W5
1637	197192	50 Queen Mary Dr, Brampton, ON, L7A 1Y1
1638	197229	327 East 14Th St, Hamilton, ON, L9A 4C1
1639	197242	21 Highbrook Street, Kitchener, ON, N2E 3N9
1640	197248	54 Bula Dr St Catharines, ON, L2N 6R6, Canada
1641	197252	144 Dunsmere Drive, Kitchener, ON, N2E 1V7
1642	197259	294 Cundles Rd W., Barrie, ON, L4N 7C9
1643	197261	15 Kingswood Drive, Kitchener, ON, N2E 1A8

1644	197287	901 Copper Leaf Crescent, Kitchener, ON, N2E 3W1
1645	197289	357 Emms Drive, Barrie, ON, L4N 8J4
1646	197294	3 Apple Blossom Crescent, Georgetown, ON, L7G 6L4
1647	197300	4 Timberwolf Road, Brampton, ON, L6P 2B4
1648	197329	4 Baylor Crescent, Georgetown, ON, L7G 1A6
1649	197337	61 Harber Avenue, Kitchener, ON, N2C 1Z1
1650	197340	57 Harber Avenue, Kitchener, ON, N2C 1Z1
1651	197341	69 Nasmith Street, Brampton, ON, L6S 4Z6
1652	197360	1167 Meath Drive, Oshawa, ON, L1K 0G3
1653	197386	23 Kesselring Drive, Kitchener, ON, N2E 2P3
1654	197393	7 Arnhem Court, Waterdown, ON, L0R 2H5
1655	197396	56 Harnestworth Cres, Waterdown, ON, L0R 2H6
1656	197411	7 Lower Canada Crescent, Kitchener, ON, N2P 1E9
1657	197415	55 Randall Ave, Markham, ON, L3S 1H5
1658	197418	42 Nuffield Street, Brampton, ON, L6S 5Z2
1659	197419	100 Braidwood Lake Rd, Brampton, ON, L6Z 4M1
1660	197421	93 Chudleigh St, Hamilton, ON, L0R 2H6
1661	197424	93 Standish Street, Halton Hills, ON, L7G 5W3
1662	197425	184 Copper Leaf Street, Kitchener, ON, N2E 3W1
1663	197427	2 Tuxedo Court, New Lowell, ON, L0M 1N0
1664	197430	166 Galbraith Crescent, Markham, ON, L3S 1H3
1665	197433	242 Fifth Avenue, Kitchener, ON, N2C 1P7
1666	197435	48 Callander Crescent, Alliston, ON, L9R 0B4
1667	197439	14 Portside Crescent, Brampton, ON, L6R 3P3
1668	197461	29 Pennsylvania Avenue, Brampton, ON, L4N 4N8
1669	197468	276 Kinzie Avenue, Kitchener, ON, N2A 2K4
1670	197469	4 Pennsylvania Avenue, Brampton, ON, L6Y 4N7
1671	197472	81 Dyer Court, Cambridge, ON, N3C 4B9
1672	197473	74 Reyburn Avenue, Kitchener, ON, N2C 2B2
1673	197485	11 Aria Lane , Brampton, ON, L6S 6J6
1674	197489	10 Benmore Crescent, Brampton, ON, L6P 2S8
1675	197498	35 Hood Crescent, Brampton, ON, L6Y 4S7
1676	197499	80 Helena Feasby Street, Kitchener, ON, N2E 4L5
1677	197502	29 Pathmaster Road, Brampton, ON, L6P 2G8
1678	197503	18 Nomad Cres, Brampton, ON, L6Y 5N5
1679	197519	14 Pinecrest Drive, Kitchener, ON, N2A 2G6
1680	197528	294 Concession 5 Road , Fisherville, ON, N0A 1G0
1681	197545	126 Snowdrop Crescent, Kitchener, ON, N2E 4G7
1682	197552	219 Old Country Place, Kitchener, ON, N2E 3A2
1683	197553	94 Sweet William Street, Kitchener, ON, N2E 4C6
1684	197554	498 Woodbine Avenue, Kitchener, ON, N2R 0A6
1685	197555	402 Woodbine Avenue, Kitchener, ON, N2R 0A9
1686	197559	532 Windjammer Way, Waterloo, ON, N2K 3Y5
1687	197573	3973 Mayla Drive, Mississauga, ON, L5M 7Y9
1688	197594	601 Bluenose Crescent, Waterloo, ON, N2K 4C5
1689	197610	3961 Burdette Terrace, Mississauga, ON, L5M 7Z1
1690	197617	101 Sled Dog Road, Brampton, ON, L6R 0J5

1691	197619	43 Nello St, St. Catharines, ON, L2N 1G5
1692	197625	611 Britannia Crescent, Kitchener, ON, N2R 0B1
1693	197628	6 Brentwood Drive, St. Catharines, ON, L2M 4M2
1694	197629	615 Britannia Crescent, Kitchener, ON, N2R 0A6
1695	197631	41 Arctic Wolf Road, Brampton, ON, L6R 3L3
1696	197636	4 Runnymede Cres., Brampton, ON, L6R 0L3
1697	197642	254 Seabrook Drive, Kitchener, ON, N2R 0G1
1698	197679	3868 Stardust Drive, Mississauga, ON, L5M 7Z8
1699	197686	50 Bedford Park Ave, Richmond Hill, ON, L4C 2N8
1700	197693	6107 Silken Laumann Way, Mississauga, ON, L5V 1A1
1701	197695	3048 Mission Hill Drive, Mississauga, ON, L5M 0C1
1702	197698	7 Amethyst Drive, Richmond Hill, ON, L4S 2J9
1703	197705	4 Foxchase Drive, Bolton, ON, L7E 1H7
1704	197716	93 Torrance Woods, Brampton, ON, L6Y 4L7
1705	197752	103 Swenson St, Alliston, ON, L9R 0K2
1706	197757	3 Dunning Drive, Alliston, ON, L9R 0B3
1707	197764	79 Kidd Crescent, Alliston, ON, L9R 0E1
1708	197765	18 Kenwood Crescent, Hamilton, ON, L8T 1W4
1709	197770	4 Delaware Street, St Catharines, ON, L2M 5L8
1710	197773	113 Anderson Road, Alliston, ON, L9R 0C2
1711	197780	23 Vauxhall Crescent, Brampton, ON, L7A 3A4
1712	197792	47 Tuscana Boulevard, Concord, ON, L4K 5J5
1713	197798	90 Begonia Cres, Brampton, ON, L7A 0M7
1714	197806	45 Brett Court, Hamilton, ON, L8T 4R7
1715	197812	34 Prince Drive, Bradford, ON, L3Z 3B7
1716	197813	16 Dunhill Road, Brampton, ON, L6X 4M1
1717	197814	106 Aspermont Crescent, Brampton, ON, L6P 3Z3
1718	197827	1613 Stockbridge Court, Mississauga, ON, L5N 8A1
1719	197833	45 Presidio Drive, Hamilton, ON, L8W 3C6
1720	197848	19 Jewelwing Court, Bradford, ON, L3Z 0N6
1721	197855	3942 Mayla Drive, Mississauga, ON, L5M 7Y9
1722	197859	11 Jewelwing Court, Bradford, ON, L3Z 0N6
1723	197860	26 Reid Road, Bradford, ON, L3Z 0P8
1724	197862	1 Colbeck Crescent, Alliston, ON, L9R 1B7
1725	197863	145 Cordgrass Crescent, Brampton, ON, L6R 1Z8
1726	197866	85 Fandango Drive, Brampton, ON, L6X 0P3
1727	197878	24 Chiccony Court, Beeton, ON, L0G 1A0
1728	197883	54 Edwards Dr, Barrie, ON, L4N 9K8
1729	197885	19 Lorilee Crescent, Kitchener, ON, N2N 2J4
1730	197886	10 Jewelwing Court, Bradford, ON, L3Z 0N6
1731	197894	13 Gunning Crescent, Tottenham, ON, L0G 1W0
1732	197899	27 Amberwing Landing, Bradford, ON, L3Z 0H9
1733	197916	5650 Freshwater Drive, Mississauga, ON, L5M 7G1
1734	197917	27 Jewelwing Court, Bradford, ON, L3Z 0N6
1735	197963	31 Daniele Ave South, Beeton, ON, L0G 1A0
1736	197964	111 Villandry Crescent, Vaughan, ON, L6A 2X3
1737	197974	46 Julia Drive, Beeton, ON, L0G 1A0

1738	197989	88 Codlin St., Markham, ON, L3S 3S4
1739	197991	42 Julia Drive, Beeton, ON, L0G 1A0
1740	198009	42 Rockway Court, Hamilton, ON, L8V 4Z8
1741	198034	87 Newbury Cres, Brampton, ON, L6S 5L8
1742	198055	365 Golden Orchard Road, Vaughan, ON, L6A 0N6
1743	198056	66 Orville Hand Court, Bradford, ON, L3Z 0C3
1744	198058	62 Carley Crescent, Barrie, ON, L4N 0M8
1745	198066	7 Barter St., Markham, ON, L6B 0C1
1746	198069	11 Imperial Crescent, Bradford, ON, L3Z 2P2
1747	198124	125 Venice Gate Drive, Vaughan, ON, L4H 0E8
1748	198126	4 Frost Trail, Barrie, ON, L4N 5V8
1749	198130	11 Shaw Crescent, Barrie, ON, L4N 4Z3
1750	198133	18 Bradley Rd., Markham, ON, L3S 1N6
1751	198139	188 Ferndale Drive S, Barrie, ON, L4N 8A1
1752	198222	5 Meadowvale Drive, St. Catharines, ON, L2N 3Z6
1753	198287	56 Sherbourne Street, St. Catharines ON,, L2M 5P9
1754	198292	273 Holland View Trail, Aurora, ON, L4G7K8
1755	198293	2611 Embelton Road, Brampton, ON, L6Y 0E8
1756	198355	34 Kruger Rd, Markham, ON, L3S 3Y8
1757	198829	743 Miltonbrook Cr., Milton, ON, L9T 8N2
1758	198830	903 Syndenham Lane, Milton, ON, L9T 8K1
1759	198832	1140 Solomon Crt., Milton, ON, L9T 8H1
1760	198834	374 Meegan Court, Newmarket, ON, L3X 2B7
1761	200572	162 Madelaine Drive, Barrie, ON, L4N 0N1
1762	201415	93 Old Country Dr, Kitchener, ON, N2E 1S4
1763	202374	98 Marlott Road, Vaughan, ON, L6A 1H3
1764	202424	1011 Heritage Drive, Windsor, ON, N9H 2H6
1765	202776	47 Halo Street, Hamilton, ON, L8W 0C2
1766	202827	3625 St. Patrick'S Dr, Windsor, ON, N9E 3H6
1767	203394	41 Diana Way, Barrie, ON, L4M 7H5
1768	203443	35 Andriana Crescent, Markham, ON, L6B 0C9
1769	204099	37 Elgin Street West, Oshawa, ON, L1G 1S3
1770	240431	20 Tunis Ave, Sarnia, ON, N7S 1M5
1771	240432	108 Sandpiper Dr., Sarnia, ON, N7S 0B6
1772	240434	28 Hawthorne Rd., Cambridge, ON, N1S 3J9
1773	240435	1131 Dundas Street S, Cambridge, ON, N1R 5S2
1774	240436	2768 Alps Rd., Ayr, ON, N0B 1E0
1775	240437	375 James Street, Dresden, ON, N0P 1M0
1776	240438	365 James Street, Dresden, ON, N0P 1M0
1777	240439	3887 Aristotle Cres., Windsor, ON, N9G 2N9
1778	240440	773 Glengarry Ave., Windsor, ON, N9A 1R4
1779	240441	2475 Duneshill, Windsor, ON, N8P 1V6
1780	240442	1711 Chappelle Ave., Windsor, ON, N9C 3E8
1781	240443	3303 Deerbrook Dr, Windsor, ON, N8R 2C5
1782	240444	4556 Osaka Circle, Windsor, ON, N9G 3G4
1783	240445	4149 Manzanillo Cres., Windsor, ON, N9G 0A2
1784	240446	6 Wallace Ave., Leamington, ON, N8H 5B6

1785	240447	238 Concession 4, Caledonia, ON, N3E 1S8
1786	240448	149 Haig St., St Catharines, ON, L2R 7G8
1787	240450	93 Albert St, St. Catharines, ON, L2R 2H4
1788	240451	39 Legget, Hamilton, ON, L8W 2A5
1789	240452	579 Templemead, Hamilton, ON, L8W 2H1
1790	240453	134 Deschene Ave., Hamilton, ON, L9A 3K1
1791	240454	161 Deschene Ave, Hamilton, ON, L9A 3K3
1792	240455	169 Burrwood, Hamilton, ON, L9C 3T3
1793	240456	47 Merrington Ave., Orillia, ON, L3V 6H2
1794	240457	1206 Mersea Road 2, Leamington, ON, N8H 5P8
1795	240462	2123 Manitoba St., Bracebridge, ON, P1L 1X4
1796	240463	4432 Holmes Dr., Newton, ON, N0K 1R0
1797	240465	12333 Funaro Cres., Windsor, ON, N9K 1C4
1798	240467	269 Bournemouth Dr., London, ON, N5V 4S5
1799	240468	58 Yarmouth Dr., London, ON, N5V 4T8
1800	240469	861 Railton Ave, London, ON, N5V 4W5
1801	240470	245 October Cres, London, ON, N6K 4W5
1802	240472	9 Rectory St., London, ON, N5Z 1Z6
1803	240474	1005 Donnelly St, Milton, ON, L9T 0A1
1804	240475	822 Savoline Blvd., Milton, ON, L9T 0Z1
1805	240476	69 Harvest Hills , East Gwillimbury, ON, L9N 0B4
1806	240477	7204 Casey , Niagara Falls, ON, L2J 3R2
1807	240478	24 Fallen Oak, Scarborough, ON, M1K 1V7
1808	240479	109 Knowles, Scarborough, ON, M1K 1T4
1809	240480	33 Knowles, Scarborough, ON, M1X 1T9
1810	240481	31 Champlain Ave, Welland, ON, L3C 2L6
1811	240482	83 Glen Valley Dr, Hamilton, ON, L8K 6A1
1812	240487	151 Amy Croft Dr , Tecumseh, ON, N9K 1E3
1813	240488	2 Mill St, Wyebriidge, ON, L0K 2E1
1814	189764	53 Cosby Avenue St.Catherines, ON, L2M 5R7
1815	239981	363 East 13Th Street, Hamilton, ON, L9A 4A2
1816	239780	26 Oxford Street, St. Catherines, ON, L2P 1W2
1817	239865	88 Clarendon Avenue, Hamilton, ON, L9A 3A3
1818	233727	8 Loraine Drive, St. Catharines, ON, L2P 3N8
1819	176569	3874 Brandon Gate Drive, Mississauga, ON, L4T 3N6
1820	187706	354 Malboeuf Court, Milton, ON, L9T 7Y3
1821	194233	37 Westgate Ave, Ajax, ON, L1Z 1R8
1822	195164	2445 Callum Ave., Mississauga, ON, L5B 2H8
1823	258305	131 Independence Drive, Hamilton, ON, L8W 3C2
1824	230573	6 Thrush Road, Scarborough, ON, M1K 3S2
1825	233871	827 Dynasty Street, Windsor, ON, N9G 2V8
1826	244698	10 Anthony Crt, Hamilton, ON, L9C 6T7
1827	233240	14 Crestcombe Road, St. Catharines, ON, L2S 2J4
1828	231160	144 Independence Drive, Hamilton, ON, L8W 3H7
1829	244887	349 Wyecroft Blvd, Waterloo, ON, N2T 1X8
1830	231814	45 Twin Crescent, Hamilton, ON, L8W 2R8
1831	236189	51 Cartier Crescent, Hamilton, ON, L8W 3L8

1832	230763	16 McNicholl Circle, St. Catharines, ON, L2N 7C5
1833	231797	733 Keates Avenue, Oshawa, ON, L1H7Y3
1834	248795	7402 Aspen Ave, Mississauga, ON, L5N 6N1
1835	229810	3168 Erindale Crescent, Windsor, ON, N8W 4Z1
1836	204386	992 Lemonwood Crescent, Windsor, ON, N9G 2R7
1837	244543	16 Juniper Drive, Stoney Creek, ON, L8E 4C6
1838	235806	219 Bridgeport Road East, Waterloo, ON, N2J 2K7
1839	231892	30 Casey Drive, Kitchener, ON, N2A 3P1
1840	148669	1214 Kenwick Way, Lasalle, ON, N9H 2G7
1841	144206	10526 Fourth Line, Campbellville, ON, L0P 1B0
1842	204293	141 Southwood Drive, Kitchener, ON, N2E 2J1
1843	237681	30 Mandolin Crt, Woodbridge, ON, L4L 8T9
1844	239583	16 Flamingo Dr, Hamilton, ON, L9A 4X7
1845	232850	35 Forestgate Drive, Hamilton, ON, L9C 6A4
1846	186569	3319 Credit Heights Dr, Mississauga, ON, L5C 2M1
1847	204438	21 White Ash Drive, Markham, ON, L3P 4N1
1848	231282	133 Strawberry Drive, Hamilton, ON, L8E 4R7
1849	234554	660 Pineridge Rd, Waterloo, ON, N2L 5J9
1850	241961	183 First Road West, Stoney Creek, ON, L8J 2P5
1851	241698	769 Centre Rd, Hamilton, ON, L8N 2Z7
1852	249907	1659 Third Street, St. Catharines, ON, L2R 6P9
1853	240105	140 Kentley Drive, Hamilton, ON, L8E 1A7
1854	230929	10 Morgan Road, Hamilton, ON, L9C 2W4
1855	234124	479 Exmoor Street, Waterloo, ON, N2K 3T7
1856	240045	1 Glen Crt, Dundas, ON, L9H 3X7
1857	242689	24 Edgehill Drive, Hamilton, ON, L9B 0A8
1858	249701	60 Lowell Ave, St. Catharines, ON, L2R 2E1
1859	196292	40 Tiger Tail Crescent , Bradford, ON, L3Z 0M2
1860	232636	34 Heatherdale Place, Hamilton, ON, L9C 6K9
1861	151649	26 Flora Street , Norwood, On, K0L 2V0
1862	229539	208 Commercial Street, Welland, ON, L3B 5Z6
1863	229874	731 Northfield Drive E, Township Of Woolwich, ON, N2J 4G8
1864	253567	1046 Upper Paradise Rd., Hamilton, ON, L9B 2N3
1865	254118	142 Bolzano Dr, Hamilton, ON, L8W 3W2
1866	236098	123 Appleblossom Dr., Hamilton, ON, L9C 7P1
1867	251564	70 Romano Cres, Woodbridge, ON, L4L 7M7
1868	249322	11 Ashcroft Dr, Hamilton, ON, L8W 3E9
1869	232172	143 Highridge Ave, Hamilton, ON, L8E 3L5
1870	234154	92 Winegarden Trail, Dundas, ON, L9H 0A6
1871	236145	59 Stirling Crescent, Markham, ON, L3R 7K3
1872	253715	9 Brighton Avenue, St. Catharines ON, L2M 5S6
1873	234023	151 Gadsby Avenue, Welland, ON, L3C 1B1
1874	232811	17 Sunrise Drive, Kitchener, ON, N2B 3B3
1875	235722	197 Snowshoe Crescent, Thornhill, ON, L3T 4N1
1876	238350	419 John Deisman Blvd, Maple, ON, L6A 3G2
1877	229935	895 Consort Crescent, Mississauga, ON, L5C 1J8
1878	235796	102 Coopershawk Street, Kitchener, ON, N2K 4J8

1879	250742	7278 Saint Barbara Blvd, Mississauga, ON, L5W 0C1
1880	145478	19 Courtney Crescent, Welland, ON, L3C 7H9
1881	197772	15 Gatineau Dr, Hamilton, ON, L8T 2W3
1882	245994	5930 Hemingway Road, Mississauga, ON, L5M 5M1
1883	232642	1670 Shale Oak Mews, Mississauga, ON, L4W 2L8
1884	203474	298 Harrowsmith Dr, Mississauga, ON, L5R 1R1
1885	245595	105 Mohawk Rd E, Hamilton, ON, L9A 2H3
1886	253712	1350 Upper Wellington Street, Hamilton, ON, L9A 3S9
1887	229362	972 Basswood Avenue, Oshawa, ON, L1H 2G7
1888	153995	823 Queensdale Ave. E, Hamilton, ON, L8V 1M7
1889	239476	478 Berkindale Dr, Hamilton, ON, L8E 5B6
1890	243387	23 Luba Avenue, Richmond Hill, ON, L4S 1G5
1891	240375	555 Rock Point Cres, Waterloo, ON, N2V 2K3
1892	246399	918 Bancroft Dr, Mississauga, ON, L5V 1X7
1893	238922	35 Gaby Crt, Richmond Hill, ON, L4C 8X1
1894	244881	3063 Bayberry Dr, Mississauga, ON, L5N 6P1
1895	229679	1602 Coram Cres, Mississauga, ON, L4X 1K9
1896	232826	6460 Warbler Lane, Mississauga, ON, L5N 6E2
1897	234636	83 Marlowe Drive, Hamilton, ON, L9C 2H8
1898	237516	59 Austin Drive, Hamilton, ON, L8V 3V5
1899	258785	347 Delancey Blvd, Hamilton ON, L9B 2B4
1900	236077	4 Carnforth Drive, Markham ON, L3R 7W2
1901	239376	3 Tara Crt, Hamilton, ON, L8K 6E5
1902	242947	36 Farewell Crescent, Smithville, ON, L0R 2A0
1903	235540	101 Delena Ave S, Hamilton, ON, L8K 3S8
1904	242178	36 Gayla St, Thornhill, ON, L4J 6G2
1905	234581	117 Rushbrook Dr, Kitchener, ON, N2E 3C9
1906	240671	25 Thicketwood Ave, Barrie, ON, L4N 5Y4
1907	234269	138 The Country Way, Kitchener, ON, N2E 2L2
1908	243052	7326 Bread Fruit Lane, Mississauga, ON, L5N 8P2
1909	250550	54 Idlewood Ave, Hamilton, ON, L8T 1V9
1910	141600	15 Genevive Crescent, London, ON, N5Y 4A7
1911	230468	410 Anne Street North, Barrie, ON, L4N 7A4
1912	229493	6994 Amour Terrace, Mississauga, ON, L5W 1G5
1913	238324	763 Zermatt Drive, Waterloo, ON, N2T 2W8
1914	238084	64 Bay Hill Drive, Concord, ON, L4K 1G9
1915	248694	83 Danforth Ave, Leamington, ON, N8H 2R1
1916	241020	11 Shamrock Crt, Hamilton, ON, L8V 4E2
1917	245471	131 Anthony Lane, Concord, ON, L4K 3L3
1918	229899	40 Harding Street, Kitchener, ON, N2E 4L4
1919	238100	175 Newbury Drive, Kitchener, ON, N2N 2N7
1920	229789	149 Middlebury Drive, Waterloo, ON, N2T 2H8
1921	230381	2719 Galleon Crescent, Mississauga, ON, L5M 5T8
1922	158300	2490 Hemus Square, Mississauga, ON, L5C 3X4
1923	220732	65 Foundry Crescent, Markham, ON, L3P 6N8
1924	238556	206 Gravel Ridge Trail, Kitchener, ON, N2E 0E5
1925	244961	195 Northlake Drive, Waterloo, ON, N2V 1B7

1926	236522	77A Creighton Rd, Dundas, ON, L9H 3B7
1927	232602	71 Seven Oaks Drive, Hamilton, ON, L9A 4E3
1928	245973	187 Devonsleigh Blvd, Richmond Hill, ON, L4S 1G4
1929	196526	5395 Marblewood Drive, Mississauga, ON, L5V 2L1
1930	166433	322 Elliott St, Cambridge, ON, N1R 2L5
1931	173419	7250 Torrisdale Lane, Mississauga, ON, L5N 7Y8
1932	187057	90 Division Street, Colborne, ON, K0K 1S0
1933	192938	7 Westbrook Ave, Brampton, ON, L6P 1M3
1934	230856	1687 Arborwood Dr, Oshawa, ON, L1K 0P1
1935	204353	522 Camelot Drive, Oshawa, ON, L1K 1K4
1936	229457	1292 Godwick Drive, Mississauga, ON, L5N 7X4
1937	232414	117 Rockwood Avenue, St. Catharines, ON, L2P 3S1
1938	233663	1121 Upper Sherman Ave, Hamilton, ON, L8W 1B9
1939	229898	99 Brierdale Drive, Kitchener, ON, N2A 3S7
1940	235649	20 Captain Francis Dr, Markham, ON, L3R 9C6
1941	236805	101 Wedgewood Dr, Kitchener, ON, N2B 1E6
1942	236974	75 Broker Drive, Hamilton, ON, L8T 2B5
1943	242466	960 Langford St, Oshawa, ON, L1K 0A5
1944	237311	251 Glencairn Ave, Hamilton, ON, L8K 3P1
1945	237875	4 Larratt Lane, Richmond Hill, ON, L4C 9H9
1946	245790	34 Markson Crescent, Hamilton, ON, L8T4W4
1947	182344	22 Emmett Circle, Brampton, ON, L7A 3M2
1948	245858	3267 Pebblewood Rd., Mississauga, ON, L5N 6P4
1949	236685	34 Beechmanor Crescent, Kitchener, ON, N2N 3H5
1950	242687	193 Selwyn Rd, Richmond Hill, ON, L4E 5E9
1951	242696	55 Magnolia Dr Hlf, Hamilton, ON, L9C 5Z3
1952	204200	926 Southdown Dr, Oshawa, ON, L1H 7Z6
1953	244137	1547 Pierre Avenue, Windsor, ON, N8X 4P6
1954	244903	69 Rockwood Cres, Thornhill, ON, L4J 7T2
1955	245310	45 Burndenford Crescent, Markham, ON, L3P 7Z2
1956	246140	33 Bobolink Rd, Hamilton, ON, L9A2P3
1957	246381	7 Bates Ave., Hannon, ON, L0R 1P0
1958	248220	929 Marion Ave, Windsor, ON, N9A 2J1
1959	248233	4705 Periwinkle Crescent, Windsor, ON, N9G 3G5
1960	252966	389 Bamberg Cres, Waterloo, ON, N2T 0B5
1961	249528	114 Farrier Dr, Kitchener, ON, N2P 1J5
1962	250455	18 Dolphin Pl, Hamilton, ON, L9A 5J2
1963	250798	90 Highpark Avenue, Kitchener, ON, N2C 2C2
1964	252933	521 Chesapeake Cres, Waterloo, ON, N2K 4G1
1965	234915	138 Lavender Drive, Ancaster, ON, L9K 1B6
1966	253726	28 Sandcliffe Pl, Waterloo, ON, N2T1A8
1967	254045	526 Hallmark Drive, Waterloo, ON, N2K 3P5
1968	254774	158 Hawkswood Trail, Hamilton, ON, L9B 2R5
1969	256199	461 Driftwood Dr, Kitchener, ON, N2N 1Y1
1970	255711	214 Kehl St, Kitchener, ON, N2M 3V2
1971	250323	170 Assisi St, Hamilton, ON, L8W 3W4
1972	251085	618 Lincoln St, Welland, ON, L3B 4R4

1973	237390	20 Kurt Pl, New Dundee, ON, N0B 2E0
1974	151660	9 Horn Crt, Stoney Creek, ON, L8G 4K6
1975	229906	50 Tottenham Street, Kitchener, ON, N2R 1V7
1976	176573	17 Baker St, Norwood, ON, K0L 2V0
1977	194043	13 Boltonview Cres, Bolton, ON, L7E 2H2
1978	250636	141 Foxglove Crescent, Kitchener, ON, N2E 3Z1
1979	229633	69 Cosby Avenue, St. Catharines, ON, L2M 5R7
1980	230279	7268 Frontier Ridge, Mississauga, ON, L5N 7P9
1981	245707	6840 Johnson Wagon Cres, Mississauga, ON, L5W 1B1
1982	233922	120 Paling Avenue, Hamilton, ON, L8H 5J4
1983	241318	3318 Pilcom Cres, Mississauga, ON, L5B 3X4
1984	234433	1058 Moy Avenue, Windsor, ON, N9A 2P3
1985	249415	2741 Robert Rd, Windsor, ON, N8W 5L9
1986	248860	25 Armstrong Cres, Bradford, ON, L3Z 0L1
1987	249045	15 Sistine Crt, Hamilton, ON, L9B 0C4
1988	242579	20 Emerald Avenue, Kitchener, ON, N2A 1X5
1989	253248	167 East 42Nd St, Hamilton, ON, L8T 3A4
1990	254086	94 Pearl Lake Road, Markham, ON, L6B 0Y2
1991	244860	637 Willow Wood Dr, Waterloo, ON, N2T 2T7
1992	255388	45 Farmington Dr, St. Catharines, ON, L2S 3G1
1993	230327	57 Goldfinch Road, Hamilton, ON, L9A 3W9
1994	233046	70 Delena Avenue North, Hamilton, ON, L8H 6B7
1995	243216	68 Twin Cres, Hamilton, ON, L8W 2R9
1996	236786	37 Welland St, Welland, ON, L3B 4E3
1997	237407	372 Upper Wentworth Street, Hamilton, ON, L9A 4T5
1998	240654	54 High Acres Crescent, Kitchener, ON, N2N 2S4
1999	249881	43 Torino Dr, Hamilton, ON, L9B 1Y5
2000	252974	525 Thornview Pl, Waterloo, ON, N2T 2V9
2001	237112	58 Ridgefield Cres, Maple, ON, L6A 1J8
2002	234606	4129 Goldenrod Cres, Mississauga, ON, L5V 3C1
2003	250321	71 Sulmona Dr, Hamilton, ON, L8W 3Z3
2004	231146	131 Stone Church Rd East, Hamilton, ON, L9B 1A8
2005	250313	18 Bluebell Dr, Markham, ON, L3S 3P8
2006	234227	138 Robertson Crescent, Kitchener, ON, N2R 1C7
2007	236107	140 Ivy Glen Drive, Maple, ON, L6A 0P2
2008	236156	45 Edna Street, Kitchener, ON, N2H 2E2
2009	237206	59 Chayna Cres, Maple, ON, L6A 0N1
2010	237328	166 Glencarry Avenue, Hamilton, On, L8K 3R8
2011	238114	7 Greengable Way, Kitchener, ON, N2N 3A7
2012	238895	1315 Henry Ford Centre Dr, Windsor, ON, N8Y 2T9
2013	241045	190 Tierra Avenue, Maple, ON, L6A 3H7
2014	241396	41 Windyton Ave, Markham, ON, L6B 0X6
2015	250048	338 Corvette St, Welland, ON, L3B 4S6
2016	250884	178 Crafter Crescent, Stoney Creek, ON, L8J 0J1
2017	250929	217 Governor'S Rd, Hamilton, ON, L9H 3J7
2018	253617	45 Chapel St, Kitchener, ON, N2H 2S9
2019	253652	460 Acadia Crt, Waterloo, ON, N2K 3Y2

2020	244555	35 Lawnhurst Drive, Hamilton, ON, L8V 4N9
2021	232967	56 Highbury Drive, Stoney Creek, ON, L8J2T4
2022	258621	459 Cabot Trail, Waterloo, ON, N2K 4C8
2023	259865	92 Bula Dr, St. Catharines, ON, L2N 6R7
2024	236290	407 Fairview St, New Hamburg, ON, N3A 1M2
2025	235280	256 Fairlawn Crt, Oshawa, ON, L1J 4P9
2026	253588	996 Peach Blossom Crescent, Windsor, ON, N9G 2S2
2027	233898	733 Rowena Street, Oshawa, ON, L1H 4Z3
2028	242927	98 Upper Post Rd, Maple, ON, L6A 4J8
2029	256518	9 Cascade Crt, St. Catharines, ON, L2P 1T5
2030	253865	88 Allanbrook St, Stoney Creek, ON, L8J 1R1
2031	240025	916 Copper Leaf Crescent, Kitchener, ON, N2E 3W1
2032	238440	272 Bridleweath Street, Kitchener, ON, N2E 4B4
2033	244193	9 Harbour Heights Lane, St. Catharines, ON, L2N 4K2
2034	204199	6915 Markwood Place, Mississauga, ON, L5N 4K6
2035	245108	1604 Hickory Rd, Windsor, ON, N8Y 3T3
2036	249217	1674 Lincoln Rd, Windsor, ON, N8W 2P4
2037	242656	190 Chedmac Drive , Hamilton, ON, L9C 7S6
2038	250459	41 Brookstream Crt, Hamilton, ON, L8K 6J3
2039	250475	93 Medici Lane, Hamilton, ON, L9B 0G8
2040	254310	39 Briarsdale Cres, Welland, ON, L3C 6S7
2041	244552	3251 Flower Patch Crt, Mississauga, ON, L5N 6B2
2042	258124	59 Warman Street, Alliston, ON, L9R 0B9
2043	254780	2749 Robert Rd, Windsor, ON, N8W 5L9
2044	248734	79 Heathcliffe Dr, Woodbridge, ON, L4H 0V2
2045	229897	53 Geneva Cre, Kitchener, ON, N2E 1M8
2046	256270	55 Dunsdon St, Brantford, On, N3R 3J4
2047	196755	912 Drouillard Rd, Windsor, On, N8Y 2P5
2048	254290	32 Masterson Cres, Cambridge, On, N3H 5R5
2049	239653	50 Maverick Crescent, Maple, ON, L6A 4L1
2050	249440	445 Timbercroft Cres, Waterloo, ON, N2T 2J2
2051	255633	5614 River Grove Ave, Mississauga, ON, L5M 3T8
2052	256637	7 Francis St, St. Catharines, ON, L2R 5B1
2053	254322	1969 Everts Ave, Windsor, ON, N9B 0B6
2054	250360	6985 Cadiz Cres, Mississauga, ON, L5N 1Y3
2055	251472	15 Salina Pl, Stoney Creek, ON, L8G 4L4
2056	244634	10898 Brentwood Crest, Windsor, ON, N8R 2H8
2057	242349	956 Langford St, Oshawa, ON, L1K 0A5
2058	243778	338 Vellore Park Ave, Woodbridge, ON, L4H 0E4
2059	254425	7298 Saint Barbara Blvd, Mississauga, ON, L5W 0C1
2060	255116	1303 Upper Paradise Rd, Hamilton, ON, L9B 2T2
2061	260826	165 Toby Cres, Hamilton, ON, L8T 2P1
2062	254039	2269 Fraser Ave, Windsor, ON, N8X 3Z6
2063	255097	1614 Laing St, Windsor, ON, N9B 1M9
2064	248910	161 Fletcher Rd., Hannon, ON, L0R 1P0
2065	249751	138 Riverview Blvd, St Cathrines, ON, L2T 3M5
2066	238326	135 Hillbrook Cres, Kitchener, ON, N2N 1J4

2067	250648	26 Watervale Dr, Kitchener, ON, N2A 0E9
2068	257566	476 Turnberry Cres, Mississauga, ON, L4Z 3W5
2069	258639	6115 Silken Laumann Way, Mississauga, ON, L5V 1A2
2070	259685	1138 Copper Leaf Cres, Kitchener, ON, N2E 3W5
2071	229797	3258 Crimson King Cir, Mississauga, ON, L5N 8M8
2072	232198	20 Dawn Rd, St. Catharines, ON, L2N 4M7
2073	249602	12 Northmanor Crescent, Kitchener, ON, N2N 3C2
2074	257885	50 Janet St, Brantford, ON, N3R 3G6
2075	240888	44 Hastings Crt, Baden, ON, N3A 2T1
2076	254225	764 Avocado Cres, Mississauga, ON, L5W 1H4
2077	255966	2575 Cavendish Dr, Burlington, ON, L7P 4E3
2078	236369	611 Rush Meadow Crescent, Kitchener, ON, N2R 1T1
2079	254424	29 Darlington Dr, Hamilton, ON, L9C 2L8
2080	254536	38 Chalmers St, St. Catharines, ON, L2M 5C8
2081	257526	362 Ceremonial Dr, Mississauga, ON, L5R 2E4
2082	258460	361 Upper Kenilworth Ave, Hamilton, ON, L8T 4G4
2083	233329	183 Darlington Dr, Hamilton, ON, L9C 2M4
2084	255265	383 Stoneheight Pl, Waterloo, ON, N2V 2A8
2085	255418	38 Napoleon Dr, Stoney Creek, ON, L8E 4Y7
2086	258371	5 Waxwing Way, Brantford, ON, N3R 6N8
2087	253568	99 Montcalm Dr, Kitchener, ON, N2B 2R4
2088	244844	8340 Gateside Pl, Windsor, ON, N8S 4N6
2089	259352	57 Deerwood Cres, Kitchener, ON, N2N 1R4
2090	242083	101 Seline Cres, Barrie, ON, L4N 5V7
2091	255682	2372 Tait Ave, Burlington, ON, L7P 1G8
2092	239141	190 Wessenger Dr, Barrie, ON, L4N 8N9
2093	260075	95 Laurier Ave, Richmond Hill, ON, L4E 4P7
2094	244470	426 Belgreen Way, Waterloo, ON, N2L 5Z2
2095	262606	186 Claudette Gate, Hamilton, ON, L9B 2J9
2096	256806	29 Hamilton St, St. Catharines, ON, L2S 1K5
2097	237204	75 Shale Cres, Maple, ON, L6A 0Z2
2098	238835	24 Auburn Crt, Barrie, ON, L4N 6G9
2099	258431	4837 Rice Lake Dr South, Township Of Hamilton, ON, L1A 3V6
2100	261471	229 Charlotta St, Baden, ON, N3A 4M8
2101	264929	20 Millward Ave, St. Catharines, ON, L2N 1P4
2102	267789	119 Cameron Ave S, Hamilton, ON, L8K 2X6
2103	259390	717 Keats Way, Waterloo, ON, N2T 2X1
2104	260600	303 Dale Cres, Waterloo, ON, N2J 3Y4
2105	234375	11 Tidemore Hts, Stoney Creek, ON, L8E 0B7
2106	260760	22 Trotters Lane, Brampton, ON, L6Y 1B6
2107	257941	176 Featherstone Ave, Markham, ON, L3S 4J2
2108	238298	24 Twiss Dr, Barrie, ON, L4N 8P3
2109	242298	33 Michael Dr, Welland, ON, L3C 0A5
2110	261243	282 Nisbet Blvd, Waterdown, ON, L8B 0S3
2111	262885	8 Riva Crt, Hamilton, ON, L9B 0H9
2112	249168	3195 Virginia Park Ave, Windsor ,ON, N9E 2C1
2113	260465	49 Prince Charles Dr, St. Catharines, ON, L2N 3Y8

2114	267182	24 Scotia Ave, Hamilton, ON, L8K 4X5
2115	258554	47 Waldie Cres, Brantford, ON, N3T 0A5
2116	243600	90 Dixon Cres, Welland, ON, L3C 6P4
2117	259267	53 Brookstream Crt, Hamilton, ON, L8K 6J3
2118	243037	2342 Louis Ave, Windsor, ON, N8W 2B6
2119	254042	2973 Ruth Rd, Windsor, ON, N8R 2K7
2120	265687	33 Sunburst Cres, Markham, ON, L6E 1R6
2121	268825	144 Weir St N, Hamilton, ON, L8H 5E9
2122	259571	65 Fife Ave, Kitchener, ON, N2B 1M9
2123	240248	129 Hammerstone Cres, Thornhill, ON, L4J 8B2
2124	266549	94 Little Lake Dr, Barrie, ON, L4M 7C1
2125	255692	216 Arrowhead Dr, Hamilton, ON, L8W 3Z4
2126	258352	95 South Bend Rd E, Hamilton, ON, L9A 2B3
2127	254391	2451 Kildare Rd, Windsor, ON, N8W 2Y1
2128	262180	51 Arjay Trail, Brampton, ON, L6X 4M4
2129	243141	4808 Lighthouse Crt, Mississauga, ON, L5R 0A4
2130	238081	12 Golden Orchard Rd, Maple, ON, L6A 0M6
2131	262263	85 Northwood Dr, Welland, ON, L3C 6S3
2132	264369	12 Ann St, St. Catharines, ON, L2N 5E6
2133	262143	223 Father Tobin Rd, Brampton, ON, L6R 0G3
2134	261580	75 Harding Street, Kitchener, ON, N2E 4L3
2135	271696	48 Arrowhead Dr, Hamilton, ON, L8W 3X2
2136	203502	48 Dunnett Dr, Barrie, ON, L4N 0J6
2137	259337	20 Houser St, Markham, ON, L6E 1H9
2138	262617	772 Rose Lane, Innisfil, ON, L9S 2H3
2139	258153	3362 Roma Ave, Burlington, ON, L7M 0N7
2140	260314	27 Garfield Lane, St. Catharines, ON, L2R 7G9
2141	244857	577 Louis Dr, Mississauga, ON, L5B 2N1
2142	254343	34 Azores Cres, Cambridge, ON, N1R 7Z4
2143	264964	14 Leckie Ave, Stoney Creek, ON, L8J 2S8
2144	262099	1422 Maple Rd, Belle Ewart, ON, L0L 1C0
2145	259504	135 Moffat Dr, Cambridge, ON, N1R 6C1
2146	242080	13 Royal Crown Rd, Markham, ON, L6E 1S2
2147	264433	88 Appalachian Cres, Kitchener, ON, N2E 1A4
2148	257113	1564 Betts Ave, Windsor, ON, N9B 3L3
2149	265745	16 Bristow Crt, Barrie, ON, L4N 6T1
2150	259582	292 Flamingo Rd, Thornhill, ON, L4J 8N3
2151	260088	181 Anthony Ave, Mississauga, ON, L4Z 3V3
2152	254071	403 Winston Blvd, Cambridge, ON, N3C 3Y2
2153	265748	50 Duchess Dr, Cambridge, ON, N1S 4C1
2154	261996	6 Nicholson Drive, Barrie, ON, L4N 8L6
2155	267290	5 Simpson Rd, St. Catharines, ON, L2N 6T6
2156	268393	105 Woodman Dr N, Hamilton, L8H 2M6
2157	264796	185 Greenbriar Rd, Ancaster, ON, L9G4V3
2158	242764	122 Twin Hills Cres, Woodbridge, ON, L4H 0G7
2159	256658	65 Saint George St, St. Catharines, ON, L2M 5P5
2160	203610	33 Maccoomb Dr, Welland, ON, L3C 5V1

2161	249855	516 Autumn Ridge Ave, Amherstburg, ON, N9V 3W7
2162	241173	5623 Kellandy Run, Mississauga, ON, L5M 7A8
2163	256741	16 Pagnello Crt, Markham, ON, L6B 0T3
2164	263463	556 Gaiser Rd, Welland, ON, L3C 0B9
2165	245427	311 Nelson St, Barrie, ON, L4M 5P6
2166	259989	61 Madison Ave, Richmond Hill, ON, L4E 4P5
2167	255949	134 Darren Ave, Whitby, ON, L1R 0E7
2168	259482	10 Horseshoe Dr, Whitby, ON, L1N 8E7
2169	245828	12 Wedgewood Dr, Kitchener, ON, N2B 1E5
2170	239733	31 Lindsay Crt, Barrie, ON, L4M 6G5
2171	250951	86 Parkwood Cres, Hamilton, ON, L8V 5A1
2172	259208	518 Gilbert St E, Whitby, ON, L1N 1R7
2173	230840	509A Rosemeadow Crescent, Waterloo, ON, N2T 2A4
2174	250476	81 Medici Lane, Hamilton, ON, L9B 0G8
2175	240539	6911 Gracefield Dr, Mississauga, ON, L5N 6T7
2176	258506	62 Donegal Dr, Brantford, ON, N3T 6L2
2177	243868	64 Shadyglen Drive, Stoney Creek, ON, L8J 3W7
2178	259574	9 Mantz Cres, Whitby, ON, L1R 0L5
2179	256130	23 Farmingdale Cres, Stoney Creek, ON, L8G 4H1
2180	258799	32 Russell St, Brantford, ON, N3R 1Y7
2181	244501	19 Elodia Crt, Hamilton, ON, L9C 7R2
2182	258101	90 Clansman Trail, Mississauga, ON, L4Z 3H3
2183	245957	240 Regatta Drive, Welland, ON, L3B 6E8
2184	232710	181 Rose St, Barrie, ON, L4M 2T8
2185	255417	28 Signal Hill Pathway, Stoney Creek, ON, L8E 0B7
2186	263688	163 Hickling Trail, Barrie, ON, L4M 5V1
2187	258378	69 Childerhose Cres, Brantford, ON, N3P 1Z7
2188	264631	36 Longfellow Ave, St. Catharines, ON, L2R 6N7
2189	266449	195 Stirling Macgregor Dr, Cambridge, ON, N1S 4Z8
2190	266905	36 Grenadier Dr, Hamilton, ON, L8T 4C8
2191	264681	1660 Lobsinger Line, Township Of Woolwich, ON, N2J 4G8
2192	266044	146 Stonehenge Pl, Kitchener, ON, N2N 2M7
2193	262389	1 Gallant Place, Woodbridge, ON, L4H 3W6
2194	261104	3091 Orleans Rd, Mississauga, ON, L5L 5L6
2195	257792	596 John Harvey Crt, Windsor, ON, N9E 4W1
2196	266988	252 Dodson Rd, Barrie, ON, L4N 4S9
2197	266871	341 Westvale Dr, Waterloo, ON, N2T 2M2
2198	264937	4583 Gatineau Ave, Mississauga, ON, L4Z 2R8
2199	256312	2733 Lloyd George Blvd ,Windsor, ON, N8T 2T8
2200	249353	3224 Cactus Gate, Mississauga, ON, L5N 8M7
2201	259505	11 Mantz Cres, Whitby, ON, L1R 0L3
2202	233818	74 Greenford Dr, Hamilton, ON, L8G 2G5
2203	255954	394 Timlock Pl, Waterloo, ON, N2K 3J2
2204	258865	425 Big Bay Point Rd, Barrie, ON, L4N 3Z3
2205	245393	587 Farwell Cres, Mississauga, ON, L5R 2A6
2206	262467	7 Pinedale Dr, Kitchener, ON, N2E 1J8
2207	263527	43 Fano Dr, Hamilton, ON, L8W 3T9

2208	258249	4553 Pemmican Trail, Mississauga, ON, L4Z 2L8
2209	235307	2767 Buckingham Dr, Windsor, ON, N8T 2C1
2210	262425	6 Silverdale Drive, St. Catharines, ON, L2M 3N1
2211	239747	30 Felicia Crt, Thornhill, ON, L4J 5K5
2212	255556	2688 Romark Mews, Mississauga, ON, L5L 2Z4
2213	271158	53 Reno Ave, Hamilton, ON, L8T 2S5
2214	264498	28 Meadowlark Rd, Barrie, ON, L4M 6E1
2215	259238	176 Terrace Dr, Hamilton, ON, L9A 2Z1
2216	268087	55 Park Ave, St. Thomas, ON, N5R 4V9
2217	263540	208 Nina Rd, Barrie, ON, L4N 7Y6
2218	268256	12 Leonard Dr, St. Catharines, ON, L2S 3V2
2219	268425	173 Lawnhurst Dr, Hamilton, ON, L8V 4R2
2220	261408	17 Southglen Rd, Brantford, ON, N3R 6Z8
2221	242514	88 Reginald Lamb Cres, Markham, ON, L6B 0B5
2222	233300	1637 Drouillard Rd, Windsor, ON, N8Y 2S4
2223	251230	621 Salzburg Dr, Waterloo, ON, N2V 2L5
2224	256135	55 Delmark Blvd, Markham, ON, L3P 3Z4
2225	255468	109 Hubner Ave, Markham, ON, L6C 0R5
2226	258810	371 Dansbury Dr, Waterloo, ON, N2K 3B5
2227	271764	15 Orkney Dr, Hamilton, ON, L8K 3Y3
2228	256324	1908 Hebert St, Tecumseh, ON, N8N 4G6
2229	271304	220 Stone Church Rd W, Hamilton, ON, L9B 1A4
2230	261257	38 Gray Ave, Alliston, ON, L9R 1M9
2231	231673	97 Ludolph St, Kitchener, ON, N2R 0J4
2232	237089	209 Dawson St, Waterloo, ON, N2L 1S3
2233	237323	15 Beulah Dr, Markham, ON, L3S 3N7
2234	243258	16 Josephine St, St. Catharines, ON, L2S 1J2
2235	237835	1256 Greenwood Hill Rd, Wellesley, ON, N0B 2T0
2236	248640	63 Foundry St, Leamington, ON, N8H 1C5
2237	245868	1835 Buckingham Dr, Windsor, ON, N8T 2A7
2238	239174	255 Frank Ave, Windsor, ON, N8S 3N7
2239	252986	1301 Countrystone Dr, Kitchener, ON, N2N 3R9
2240	254640	1104 Swinbourne Dr, Mississauga, ON, L5V 1C2
2241	231903	114 Riverview Blvd, St. Catharines, ON, L2T 3M2
2242	257379	215 Warden Wilson Ave, Whitby, ON, L1N 5L2
2243	257371	12 Trinity Cres, Whitby, ON, L1N 6L2
2244	253424	274 Tiffany St, Cambridge, ON, N3H 4G9
2245	241656	9 Maria Rd, Markham, ON, L6E 0E3
2246	236007	29 Burfield Ave, Hamilton, ON, L8T 2J8
2247	260706	3990 Passway Rd, Mississauga, ON, L5N 8P3
2248	257989	1328 Consort Cres, Burlington, ON, L7M 1J7
2249	250748	491 Caron Ave, Windsor, ON, N9A 5B5
2250	263648	1838 Drouillard Rd, Windsor, ON, N8W 3X5
2251	258065	26 Doreen Crt, Hamilton, ON, L8T 2M3
2252	263873	369 Grenville Ave, Orillia, ON, L3V 7P7
2253	261119	6941 Lisgar Dr, Mississauga, ON, L5N 6V7
2254	261962	437 Benesfort Crt, Kitchener, ON, N2N 3B7

2255	264797	111 Monique Cres, Barrie, ON, L4M 6Y5
2256	265033	638 Montpellier Dr, Waterloo, ON, N2T 0B2
2257	263278	22 Elkington Dr, Kitchener, ON, N2B 1S2
2258	261846	25 Coppard Ave, Markham, ON, L3S 2L4
2259	267007	53 Valencourt Dr, Welland, ON, L3C 1M7
2260	265374	32 Marisa St, Kitchener, ON, N2K 3V8
2261	262380	1 Jevins Close, Brampton, ON, L6X 2Y7
2262	266578	19 Brunswick Ave, Kitchener, ON, N2H 4E5
2263	263529	464 Red River Dr, Waterloo, ON, N2T 1V1
2264	267126	27 Algoma Cres, Hamilton, ON, L9C 1S5
2265	260313	64 Sovereign'S Gate, Barrie, ON, L4N 0Y9
2266	269287	116 Seneca Ave, Oshawa, ON, L1G 3V4
2267	267257	12 Lismer Dr, Whitby, ON, L1N 9A3
2268	262551	93 Aubrey Ave, Stoney Creek, ON, L8J 2T1
2269	271349	30 Glamis Crt, Hamilton, ON, L9C 6B3
2270	271293	583 Mohawk Rd E, Hamilton, ON, L8V 2J8
2271	271501	31 Edith Ave, Hamilton, ON, L8T 4H3
2272	272460	325 Mcalpine Ave, Welland, ON, L3B 1V3
2273	275905	514 Forestlawn Rd, Waterloo, ON, N2K 3X9
2274	274380	376 Bamberg Cres, Waterloo, ON, N2T 0B5
2275	269664	297 Faraday Crt, Waterloo, ON, N2L 6A4
2276	261135	23 Grants Way, Barrie, ON, L4N 0J4
2277	243135	1725 Silverstone Cres, Oshawa, ON, L1K 0V5
2278	262821	91 Riverbank Dr, St Thomas, ON, N5P 4N1
2279	267811	2445 Strawberry Dr, Tecumseh, ON, N9K 1C3
2280	249792	29 Edmund St, St Catharines, ON, L2R 2G3
2281	270272	627 Mohawk Rd E, Hamilton, ON, L8V 2J9
2282	263292	87 Rose Ave, Thorold, ON, L2V 3C9
2283	229655	68 Roselawn Cres, Welland, ON, L3C 0B7
2284	258633	B-108 Northlake Pl, Waterloo, ON, N2V 1B1
2285	272949	5336 Swiftcurrent Trail, Mississauga, ON, L5R 2H7
2286	265197	134 McMurren Crescent, Windsor, ON, N8N 4R5
2287	269637	214 First Rd W, Stoney Creek, ON, L8J 1K8
2288	264726	74 Blackwell Dr, Kitchener, ON, N2N 1P8
2289	268928	372 Ryerson Cres, Oshawa, ON, L1G 8B6
2290	258390	3150 Ferguson Dr, Burlington, ON, L7M 0G3
2291	265062	5970 Lasalle St, Lasalle, ON, N9J 3L6
2292	266047	11 Fontana Crt, Hamilton, ON, L9C 0C1
2293	266515	74 Summercrest Dr, Hamilton, ON, L8K 6G6
2294	271050	158 Harding St, Kitchener, ON, N2E 4L2
2295	264594	1527 Dobrich St, Windsor, ON, N9B 3W7
2296	272010	82 Amore Blvd, Hamilton, ON, L9B 2V2
2297	268165	213 Allen St E, Waterloo, ON, N2J 1J9
2298	229554	6437 Valiant Hts, Mississauga, ON, L5W 1E2
2299	261071	39 Hillcrest Ave, St. Catharines, ON, L2R 4Y2
2300	253345	33 Aloe Ave, Richmond Hill, ON, L4E4M8
2301	256890	1927 Rockcreek Dr, Oshawa, ON, L1K 3B8

2302	249156	1419 Pierre Ave, Windsor, ON, N8X 4P4
2303	270080	395 Mountain Laurel Cres, Kitchener, ON, N2E 4B4
2304	262903	2177 Batters Loop, Innisfil, ON, L9S 0C7
2305	265569	81 Maple Ave, Amherstburg, ON, N9V 1B5
2306	268005	1593 Seymour Blvd, Windsor, ON, N8W 5M7
2307	268593	16 Cambridge Court, Amherstburg, ON, N9V 4B5
2308	268734	577 Caboto Trail, Unionville, ON, L3R 5S1
2309	276349	943 Upper Gage Ave, Hamilton, ON, L8V 4L1
2310	263736	928 Lovington Cres, Mississauga, ON, L4W 3S7
2311	267856	1731 Mark Ave, Windsor, ON, N9B 3G7
2312	263145	122 Westgate Park Dr, St. Catharines, ON, L2N 6H1
2313	267861	1408 St Luke Rd, Windsor, ON, N8Y 3N2
2314	270321	418 Grangewood Dr, Waterloo, ON, N2K 2E6
2315	258166	41 Sherwood Ave, Leamington, ON, N8H 4V1
2316	279358	11 Grange Ave, Welland, ON, L3B 1G6
2317	253443	2810 Sherway Dr, Windsor, ON, N8R 1K4
2318	259265	303 Grand Ridge Dr, Cambridge, ON, N1S 4W9
2319	235868	36 Heintzman Cres, Maple, ON, L6A 4T8
2320	276059	95 Eastman Cres, Newmarket, ON, L3Y 5S3
2321	264819	297 North Park St, Brantford, ON, N3R 4L2
2322	270359	670 Richmond St, Amherstburg, ON, N9V 3Z4
2323	272006	538 Mohawk Rd E, Hamilton, ON, L8V 2J6
2324	273819	7 Haskell Road, Cambridge, ON, N1P 1E3
2325	250663	7275 Windrush Crt, Mississauga, ON, L5N 6K2
2326	250912	4220 Old West Ave, Windsor, ON, N9G 2W8
2327	255854	64 Snowshoe Cres, Thornhill, ON, L3T 4M6
2328	232979	89 Lorraine Dr, Hamilton, ON, L8T 3S2
2329	258381	134 Dunsdon St, Brantford, ON, N3R 5V2
2330	264527	16 Devereux Street, Brantford, ON, N3S 0A5
2331	258766	1 Vaughan Mills Rd, Woodbridge, ON, L4H 1C8
2332	258671	3155 Wachna Dr, Windsor, ON, N8T 1Z9
2333	249904	170 Parnell Rd, St. Catharines, ON, L2M 1V6
2334	260483	927 Glen St, Oshawa, ON, L1J 3T9
2335	263637	250 Madison Ave S, Kitchener, ON, N2M 3H4
2336	269149	2336 Bridle Rd, Oshawa, ON, L1L 0A1
2337	273769	31 Jade Crt, Cambridge, ON, N1T 1X1
2338	267971	1432 Lillian Ave, Windsor, ON, N8X 4A5
2339	267421	2643 Byng Rd, Windsor, ON, N8W 3G2
2340	272871	93 Bellroyal Cres, Stoney Creek, ON, L8J 0G1
2341	269592	53 Twin Cres, Hamilton, ON, L8W 2R8
2342	264315	228 Equator Cres, Maple, ON, L6A 2Y1
2343	257073	1441 Mountain Grove Ave, Burlington, ON, L7P 2H4
2344	266985	127 Slinger Ave, Stoney Creek, ON, L8J 2T1
2345	267041	27 Strong Crt, Brantford, ON, N3R 7Y4
2346	269597	1746 Badgley Dr, Oshawa, ON, L1K 0H5
2347	268205	44 Robert St, Welland, ON, L3B 5T9
2348	272558	55 Rutledge Crt, Hamilton, ON, L8W 3H7

2349	267294	14 Deerpark Dr, Barrie, ON, L4M 4W9
2350	266934	537 Limeridge Rd E, Hamilton, ON, L8W 2K1
2351	250493	149 Westvale Dr, Waterloo, ON, N2T 1B7
2352	267017	574 Forest Hill Dr, Kitchener, ON, N2M 4H7
2353	266452	79 Royal Orchard Pl, Kitchener, ON, N2N 1Z6
2354	270841	19 Merle Crt, Hamilton, ON, L8T 1N6
2355	275374	29 Fifth Ave, St Thomas, ON, N5R 4C2
2356	277065	68 Hazelton Ave, Hamilton, ON, L9B 0E9
2357	270396	330 Mountsberg Rd, Campbellville, ON, L0P1B0
2358	280245	180 Aishford Rd, Bradford, ON, L3Z 0P4
2359	267715	24 Doherty Pl, Cambridge, ON, N1T 1M1
2360	257692	124 East Ave S, Hamilton, ON, L8N 2T7
2361	270029	644 Acadia Dr, Hamilton, ON, L8W 3V1
2362	269828	30 Kingsberry St, Hamilton, ON, L8T 4Z4
2363	276416	65 East 19Th St, Hamilton, ON, L9A 4R9
2364	266009	90 Winston Blvd, Cambridge, ON, N3C 1L6
2365	269264	517 Havelock Dr, Waterloo, ON, N2L 4N8
2366	254219	636 Cabana Rd E, Windsor, ON, N9G 1A4
2367	244333	3123 Loebach Dr, Windsor, ON, N8T 3M8
2368	240015	100 Girdwood Dr, Barrie, ON, L4N 8R9
2369	257447	2169 Chilver Rd, Windsor, ON, N8W 2V1
2370	251153	216 East Ave N, Hamilton, ON, L8L5J3
2371	266145	362 East 18Th St, Hamilton, ON, L9A 4P9
2372	268389	92 Ashgrove Ave, Brantford, ON, N3R 6E5
2373	270746	3672 Maguire St, Windsor, ON, N9E 4V5
2374	269231	3913 Staniszewski St, Windsor, ON, N8W 5N5
2375	276641	117 Allen St E, Waterloo, ON, N2J 1J5
2376	274924	3607 Ellengale Dr, Mississauga, ON, L5C 1Z8
2377	257463	3119 Autumn Hill Crescent, Burlington, ON, L7M 1Z3
2378	267298	2501 Holiday Way, Innisfil, ON, L9S 2H4
2379	271978	48 Queenston Cres, Kitchener, ON, N2B 2V5
2380	271844	3403 Turner Rd, Windsor, ON, N8W 3M6
2381	259362	886 Strasburg Rd, Kitchener, ON, N2E 2K4
2382	263705	118 Hawkstone Cres, Whitby, ON, L1N 7H3
2383	237981	159 Cedarhill Cres, Kitchener, ON, N2E 1R3
2384	262357	32 Bluffwood Cres, Brampton, ON, L6P 2P3
2385	275796	1802 Badgley Crt, Oshawa, ON, L1K 0H5
2386	251896	2594 Dandurand Blvd, Windsor, ON, N9E 2C9
2387	257646	2218 Orchard Rd, Burlington, ON, L7L 7H8
2388	265182	9406 Alten Dr, Windsor, ON, N8R 1V8
2389	266492	50 Bisset Ave, Brantford, ON, N3T 0H2
2390	269152	511 Christina Cres, Windsor, ON, N9G 2M4
2391	270493	5778 Riverside Pl, Mississauga, ON, L5M 4W5
2392	263390	3594 Pineview Cres, Windsor, ON, N8R 2A9
2393	266649	87 Lambert Cres, Brantford, ON, N3T 0E9
2394	266293	10 Jacklin Court, St Thomas, ON, N5P 0C3
2395	272616	3 Gaydon Way, Brantford, ON, N3T 6P9

2396	265296	31 Webb Ave, Brantford, ON, N3T 6S5
2397	275862	10 Cavanaugh Cres, St Thomas, ON, N5R 5Y3
2398	275266	419 St Armand Dr, Waterloo, ON, N2T 2Y7
2399	270702	16 Cider Mill Lane, St. Thomas, ON, N5R 0C1
2400	269414	2433 Via Vita St, Windsor, ON, N9E 4C7
2401	267735	3693 Holburn St, Windsor, ON, N9E 4T3
2402	275246	100 Devondale St, Courtice, ON, L1E 1Z9
2403	278416	96 Apollo Rd, Markham, ON, L3S 4H2
2404	271354	7185 Tamar Rd, Mississauga, ON, L5N 1Y7
2405	276387	269 Plymouth Trail, Newmarket, ON, L3Y 6G6
2406	245807	1030 Eastlawn Ave, Windsor, ON, N8S 3H9
2407	257301	299 Grondin St, Lasalle, ON, N9J 3M7
2408	273962	1079 Simcoe St S, Oshawa, ON, L1H 4L7
2409	260557	58 Steele St, Alliston, ON, L9R 0E6
2410	257158	7885 Mount Olive Grove, Windsor, ON, N8S 2A4
2411	261492	70 Iron Block Dr, Brampton, ON, L7A 0J1
2412	267726	21 Pol Crt, St. Thomas, ON, N5R 5P9
2413	277848	40 Oldewood Cres, St Thomas, ON, N5R 6B2
2414	268479	279 Alma St, St. Thomas, ON, N5P 3B9
2415	272691	278 Hillside Dr, Mississauga, ON, L5M 1G5
2416	276977	278 Beechlawn Dr, Waterloo, ON, N2L 5W7
2417	269751	4841 Periwinkle Cres, Windsor, ON, N9G 3G8
2418	271591	43 Maple Crown Terr, Barrie, ON, L4M 7H9
2419	276055	35 Breeze Dr, Bradford, ON, L3Z 3A6
2420	276081	43 Landsdown Cres, Markham, ON, L6E 1M6
2421	277086	26 Odessa St, Stoney Creek, ON, L8J 1A4
2422	276721	24 Myrtle St, St Thomas, ON, N5R 2E7
2423	275886	81 Longwood Dr, Waterloo, ON, N2L 4B6
2424	284622	9 Dunnville Road, Keswick, ON, L4P 3Y7
2425	269096	1955 Ferndale Ave, Windsor, ON, N8T 2K9
2426	269943	527 Halo St, Oshawa ON, L1L 0H9
2427	275388	306 Highview Dr, St Thomas, ON, N5R 5W9
2428	256881	6416 Warbler Lane, Mississauga, ON, L5N 6E3
2429	237567	38 Heintzman Cres, Maple, ON, L6A 4T8
2430	249917	438 Acumen Crt, Mississauga, ON, L5W 0E2
2431	256236	313 Mclellan Ave, Amherstburg, ON, N9V 4C5
2432	258978	247 Glenvalley Dr, Cambridge, ON, N1T 1R3
2433	271555	1733 St Luke Rd, Windsor, ON, N8Y 3N7
2434	265658	26 Windwood Dr, Leamington, ON, N8H 4Y2
2435	273869	42 Upper Ridge Cres, Brampton, ON, L6P 2C7
2436	272747	23 Amaryllis Dr, Brampton, ON, L7A 0M4
2437	274497	239 Newport Dr, Cambridge, ON, N3H 5T2
2438	271986	2796 Buckingham Dr, Windsor, ON, N8T 2C2
2439	267240	4 Elizabeth St, Cambridge, ON, N3C 2S8
2440	238894	95 Succession Cres, Barrie, ON, L4M 7G6
2441	277260	479 Bluestream Rd, Waterloo, ON, N2K 2R2
2442	278834	19 Roosevelt St, Lindsay, ON, K9V 2X6

2443	279759	838 Rothesay Ave, Cavan Monaghan, ON, K9J 0G5
2444	266233	104 Nicholson Dr, Barrie, ON, L4N 0B2
2445	274203	309 Jelley Ave, Newmarket, ON, L3X 1S5
2446	276720	1429 Upper Sherman Ave, Hamilton, ON, L8W 1C4
2447	268467	1485 Roxborough Blvd, Windsor, ON, N9B 3H2
2448	275317	194 Elm St, St Thomas, ON, N5R 1J3
2449	272903	244 Ahmadiyya Ave, Maple, ON, L6A 3A6
2450	268701	498 Brigantine Dr, Waterloo, ON, N2K 4B7
2451	242238	580 Mississauga Valley Blvd, Mississauga, ON, L5A 1Z1
2452	258389	2489 Secreto Dr, Oshawa, ON, L1L 0H7
2453	234931	132 Sheshi Dr, Woodbridge, ON, L4H 2S4
2454	260354	4622 Ashlar Cres, Burlington, ON, L7M 0J1
2455	262985	16 Princess St, Brantford, ON, N3R 1T8
2456	264707	1111 Mia Anne St, Lasalle, ON, N9H 0C9
2457	265641	1546 Lillian Ave, Windsor, ON, N8X 4A8
2458	267878	617 Point Pelee Dr, Leamington, ON, N8H 3V4
2459	267978	12 Vanier Pl, St. Thomas, ON, N5R 5P8
2460	270246	2127 Everts Ave, Windsor, ON, N9B 3X7
2461	270506	26 Faith Blvd, St Thomas, ON, N5R 6L3
2462	270706	8 Parkins Ave, St. Thomas, ON, N5P 1X4
2463	272171	7022 Eagle Cres, Mcgregor, ON, N0R 1J0
2464	272945	188 Golfwood Dr, Hamilton, ON, L9C 7B8
2465	273653	1472 Dufferin Pl, Windsor, ON, N8X 3K4
2466	273658	52 Porter Cres, Cambridge, ON, N3C 0C1
2467	274121	3573 Wolfe Crt, Windsor, ON, N9C 1X2
2468	274563	1050 Oak Ave, Windsor, ON, N9A 5G4
2469	274859	7 Wilholme Dr, St Catharines, ON, L2W 1B9
2470	276868	29 Highgate Dr, Stoney Creek, ON, L8J 2T6
2471	277393	144 Ferguson Ave, Cambridge, ON, N1R 6G2
2472	278206	80 Shawnee Crt, Leamington, ON, N8H 5A8
2473	279024	25 Evans Ave, Leamington, ON, N8H 4X2
2474	279474	457 Westvale Dr, Waterloo, ON, N2T 1S9
2475	279592	107 Danforth Ave, Leamington, ON, N8H 2R1
2476	280171	105 St Augustine Drive, St. Catharines, ON, L2P 3V7
2477	282864	529 Kengary Dr, Ennismore, ON, K0L 1T0
2478	260735	18 Bianca Dr, Hamilton, ON, L9B 2T9
2479	263944	3516 Peter St, Windsor, ON, N9C 1J5
2480	273715	25 Oxford St, St. Catharines, ON, L2P 1W1
2481	275563	37 Rachett Rd, Markham, ON, L6E 1W5
2482	276580	151 McBride Dr, St. Catharines, ON, L2S 4E2
2483	230841	148 Nearn Dr, Oshawa, ON, L1L 0H1
2484	254349	2980 Harvey Cres, Mississauga, ON, L5L 4V7
2485	255698	5 Pinecrest Ave, St. Catharines, ON, L2T 1C6
2486	260000	33 Pleasant Dr, Stratford, ON, N5A 4X2
2487	266490	216 Folkstone Pl, Kitchener, ON, N2E 2W4
2488	266694	73 Corianne Avenue, Brooklin, ON, L1M 2J2
2489	268001	3660 Peter St, Windsor, ON, N9C 1J7

2490	268757	35 Kanata Cres, Brantford, ON, N3R 7E8
2491	270500	41563 Major Line, St. Thomas, ON, N5P 4L4
2492	270651	911 Stainton Dr, Mississauga, ON, L5C 1G2
2493	270825	2468 Olive Rd, Windsor, ON, N8T 3N4
2494	271679	3147 California Ave, Windsor, ON, N9E 3K5
2495	271723	3297 Rosebriar Rd, Windsor, ON, N8R 1Y2
2496	271870	39 Woodlawn Ave, Brantford, ON, N3V 1A6
2497	272038	12 Oakhurst Crescent, Kitchener, ON, N2B 3K3
2498	272189	282 Parkwood Ave, Keswick, ON, L4P 2X3
2499	272928	154 Banting Cres, Angus, ON, L0M 1B6
2500	273662	6786 Concession 2 Hse, Cambridge, ON, N3C 2V4
2501	274151	14 Blue Spruce Crt, St Catharines, ON, L2N 4E7
2502	275170	1 Picton St W, Hamilton, ON, L8L 1E1
2503	275264	4431 Curia Cres, Mississauga, ON, L4Z 2Y3
2504	275393	42 Evergreen Dr, Whitby, ON, L1N 6N6
2505	275571	35 Ravine Dr, Cambridge, ON, N1R 2W6
2506	276519	102 Creekwood Dr, Peterborough, ON, K9K 2C4
2507	276713	699 Fortye Dr, Peterborough, ON, K9K 2G4
2508	276749	168 Walton Dr, Aurora, ON, L4G 3R8
2509	277116	357 Windsor St, Oshawa, ON, L1H 6G7
2510	277445	6 Baldwin St, St Thomas, ON, N5P 1X5
2511	277468	1270 Haggis Dr, Peterborough, ON, K9K 2S9
2512	277633	516 Rheinland Pl, Waterloo, ON, N2V 2M9
2513	277883	391 Golden Orchard Rd, Maple, ON, L6A 0M5
2514	278278	161 Home St, Stratford, ON, N5A 2A2
2515	278578	1527 Scollard Cres, Peterborough, ON, K9H 7L2
2516	279216	1420 Highway 7A, Bethany, ON, L0A 1A0
2517	279497	492 Hunterswood Crt, Waterloo, ON, N2K 3E9
2518	279615	420 Brock St, Windsor, ON, N9C 2S9
2519	279671	75 Church St W, Elmira, ON, N3B 1N1
2520	279837	2215 Coronation Blvd, Cambridge, ON, N3H 3S1
2521	281382	72 Greendale Ave, Stouffville, ON, L4A0S2
2522	282127	307 Castlefield Ave, Waterloo, ON, N2K 2M4
2523	282921	20 Colonel Butler Cres, Niagara on the Lake, ON, L0S 1J0
2524	283867	85 Rose Glen Rd S, Port Hope, ON, L1A 3V6
2525	284646	135 St Jerome Cres, Kitchener, ON, N2C 2K9
2526	297655	106 Oak St, Stratford, ON, N5A 6Z1
2527	255506	92 Red Ash Dr, Markham, ON, L3S 4L2
2528	254207	161 Steepleridge St, Kitchener, ON, N2P 2V1
2529	256409	42 Darren Avenue, Whitby, ON, L1R 3B8
2530	257454	387 Grand Highland Way, Mississauga, ON, L4Z 3W1
2531	261468	995 Linden Street, Innisfil, ON, L9S 1W4
2532	265414	49 Suburban Dr, Mississauga, ON, L5N 1H1
2533	269459	3793 Partition Rd, Mississauga, ON, L5N 8N3
2534	262198	4971 Malden Rd, Windsor, ON, N9E 3T7
2535	274645	777 Stargazer Dr, Mississauga, ON, L5V 0C1
2536	274657	61 Millwood Cres, Kitchener, ON, N2P 1M6

2537	274444	1006 Baker St, Peterborough, ON, K9H 7P7
2538	281116	829 Elmwood St, Keswick, ON, L4P 3E9
2539	282259	561 Humber Rd, Peterborough, ON, K9J 1H1
2540	232191	104 Pelham Rd, St. Catharines, ON, L2S 1T2
2541	276943	22 Arthur Rd, Heidelberg, ON, N0B 2M1
2542	278959	4209 Northwood Lakes Dr, Windsor, ON, N9G 2W2
2543	271889	3837 Ridgepoint Way, Mississauga, ON, L5N 7T7
2544	273476	826 Fairway Cres, Kitchener, ON, N2A 4B5
2545	279038	2748 Virginia Park Ave, Windsor, ON, N9E 2B7
2546	281737	1001 Maria St, Bridgenorth, ON, K0L 1H0
2547	293660	1050 Easthill Crt, Newmarket, ON, L3Y5V3
2548	241382	14 Dewbourne Ave, Richmond Hill, ON, L4B 3G5
2549	261322	40 Merganser Cres, Brampton, ON, L6W 4G1
2550	271835	175 Simcoe St, Amherstburg, ON, N9V 1M2
2551	258347	7 Peregrine Cres, Cambridge, ON, N1T 1N9
2552	257896	53 Romanelli Cres L168, Bradford, ON, L3Z 0X7
2553	277477	16 Carleton Trail, Beeton, ON, L0G 1A0
2554	285896	4628 10Th Line, Beeton, ON, L0G 1A0
2555	239925	567 Krug St, Kitchener, ON, N2B 1L8
2556	263264	205 Westhollow Crt, Waterloo, ON, N2T 3A1
2557	271294	1056 Garth St, Hamilton, ON, L9C 4L6
2558	274144	764 Cabana Rd E, Windsor, ON, N9G 1A4
2559	273554	43 Brisbane Dr, Kitchener, ON, N2C 2T6
2560	281126	75 Cromwell Cres, Hamilton, ON, L8G 2G1
2561	280307	1146 Homuth Ave, Cambridge, ON, N3H 2C7
2562	278532	6290 Henry Rd, Kendal, ON, L0A 1E0
2563	282244	255 Armour Rd, Peterborough, ON, K9H 1Y5
2564	279522	10 Dunbar Dr, Whitby, ON, L1N 6R7
2565	277499	102 Atwood Ave, Georgetown, ON, L7G6C5
2566	277787	36 Michelle Drive, St Catharines, ON, L2S 3J8
2567	278480	163 Niagara Trail, Georgetown, ON, L7G 0H4
2568	285809	258 Sleaford St, Waterloo, ON, N2J 4Z7
2569	284864	17 Rexway Dr, Georgetown, ON, L7G 1P7
2570	286705	450 Devon St, Stratford, ON, N4Z 1A7
2571	279528	6 Cross St, Elmira, ON, N3B 2S4
2572	287152	33 Bastille St, Hamilton, ON, L9B 2G5
2573	298185	9 Leonard Dr, St Catharines, ON, L2S 3V2
2574	279510	56 Goldcrest Dr, Stoney Creek, ON, L8G 4T6
2575	296360	373 Brigade Dr, Hamilton, ON, L9B 2E3
2576	277016	1196 Windsor Hill Blvd, Mississauga, ON, L5V 1N9
2577	277790	93 Gretel Place, Welland, ON, L3C 7H5
2578	283574	140 Champlain Dr, Fort Erie, ON, L2A 1Z8
2579	283069	3615 Silverplains Dr, Mississauga, ON, L4X 2P6
2580	286040	50 Fullerton Cres, Markham, ON, L3R 3G5
2581	282708	131 Westgate Park Dr, St Catharines, ON, L2N 5X5
2582	296013	11869 Concession 3 Road, Zephyr, ON, L0E1T0
2583	275556	24 Knollside Dr, Richmond Hill, ON, L4C 4W6

2584	282773	4049 Roy Herron Rd, Cobourg, ON, K9A 4J9
2585	279326	11 Windsor Rd, Georgetown, ON, L7G 1S6
2586	249879	1090 Clover Ave, Windsor, ON, N8P 1V8
2587	237911	22 Battersea Ave, St. Catharines, ON, L2P 1L7
2588	242456	340 Activa Ave, Kitchener, ON, N2E 4B8
2589	257106	19 Woodlawn Ave, Brantford, ON N3V 1A4
2590	258502	2378 Pathfinder Dr, Burlington ON, L7L 6N8
2591	264244	2328 Taylorwoods Blvd, Innisfil, ON, L9S 2E7
2592	269190	90 Ashgrove Ave, Brantford, ON, N3R 6E5
2593	269556	B-589 Pinerow Crt, Waterloo, ON, N2T 2K5
2594	271045	2058 Buckingham Dr, Windsor, ON, N8T 2B3
2595	273471	28 Grassyplain Dr, Mount Hope, ON, L0R 1W0
2596	275283	10270 Pulbrook Rd, Windsor, ON, N8R 1C3
2597	276255	106 Rush Rd, Aurora, ON, L4G 7G5
2598	276826	47 Pol Crt, St Thomas, ON, N5R 5P9
2599	277908	1320 Foster Ave, Windsor, ON, N8W 5P3
2600	278116	241 Narinia Cres, Newmarket, ON, L3X 2E1
2601	279442	311 West 2nd St, Hamilton, ON, L9C 3H1
2602	279478	237 Rosemount Dr, Kitchener, ON, N2B 1R7
2603	281901	16 Holbrook Cres, Cambridge, ON, N1T 1V7
2604	282640	330 Jolly Ave, Lasalle, ON, N9J 3T2
2605	283176	59 Frank Endean Rd, Richmond Hill, ON, L4S 1X4
2606	283286	1 Collingwood Crt, Aurora, ON, L4G 0E8
2607	285399	16871 Leslie Hill Rd, Halton Hills, ON, L0P1N0
2608	285680	183 Perth St, Stratford, ON, N4Z 3Y3
2609	285894	40 Tree Top St, Angus, ON, L0M1B2
2610	285958	32 Hope Ave, Hamilton, ON, L8H 2E2
2611	286966	34 Woodborough PL, Cambridge, ON, N1R 7X1
2612	287137	48 Rutherford Dr, Kitchener, ON, N2A 1P7
2613	287655	42 Cliff Gunn Road, Newmarket, ON, L3X 3J8
2614	287721	22 Leagrove St, Brampton, ON, L7A 1Z7
2615	288106	61 Babb Crescent, Stratford, ON, N5A 6Z8
2616	288141	17 Rutherford Rd, Bradford, ON, L3Z 0A8
2617	288272	40 Elma PL, Cambridge, ON, N3C 4E6
2618	294990	132 Misty Meadow Dr, Woodbridge, ON, L4L 3V7
2619	295096	107 Dawn Cres, Cambridge, ON, N3C 4A9
2620	295736	111 Elgin Cres, Stratford, ON, N5A 3Z4
2621	297026	173 Driftwood Dr, Kitchener, ON, N2N1X3
2622	297082	44 Harman Dr, Ajax, ON, L1S5H6
2623	297608	563 Westheights Drive, Kitchener, ON, N2N 1M6
2624	298029	45 Mountainview Rd, Mulmur, ON, L9V 3H5
2625	298063	4 McLeod Crt, Kitchener, ON, N2R1B1
2626	298523	572 Commonwealth Cres, Kitchener, ON, N2E 4K1
2627	275668	288 Charlton Ave, Thornhill, ON, L4J 6H5
2628	283326	343 Hutchcroft Court, Newmarket, ON, L3X 1H8
2629	283580	7 Thames Dr, Whitby, ON, L1R 2M2
2630	278847	37 Viola Cres, Kingsville, ON, N9Y 4A7

2631	281214	345 Longworth Ave., Clarington, ON, L1C 5J5
2632	285756	22 Margaret St, Port Hope, ON, L1A 1Y3
2633	295786	45 Almeara Dr, Peterborough, ON, K9J 6Y3
2634	276295	46 Burndenford Cres, Unionville, ON, L3P 7Z2
2635	256337	1140 Coventry Crt, Windsor, ON, N8S 2W9
2636	277062	587 Stanley St, Port Colborne, ON, L3K3B2
2637	279728	17 Franklin Blvd, St. Catharines, ON, L2P 3E5
2638	287445	8 Stonehart St, Bolton, ON, L7E 5R7
2639	298517	97 Townline Rd W, Thorold, ON, L2V 2M5
2640	252867	158 Hollywood Hill Cir, Woodbridge, ON, L4H 2P2
2641	283289	568 Guelph St, Kitchener, ON, N2H 5Y4
2642	276758	4464 Stonemill Crt, Mississauga, ON, L5V 1E5
2643	244904	648 Rock Point Cres, Waterloo, ON, N2V2K4
2644	255463	3644 Waterfall Cres, Mississauga, ON, L5N 8G8
2645	255613	2450 No 2 Side Rd, Burlington, ON, L7P 0H1
2646	237762	273 Magnolia Dr, Hamilton, ON, L9C 6R2
2647	244944	224 Hollywood Hill Cir, Woodbridge, ON, L4H 2P7
2648	229396	608 Orange Walk Cres, Mississauga, ON, L5R 0A3
2649	283284	82 Bradley Ave, Binbrook, ON, L0R 1C0
2650	258629	986 Mckay Ave, Windsor, ON, N9B 2A5
2651	261872	119 Briarwood Cres, Hamilton, ON, L9C 4C5
2652	265961	21 Oak Ave, Hamilton, ON, L8L5M7
2653	266970	22 East St, Cambridge, ON, N1R 4N9
2654	267815	6 English Lane, Brantford, ON, N3T 0H2
2655	269281	1598 Sherbrook Crt, Oshawa, ON, L1K 2S1
2656	272481	59 Militia Trail, Markham, ON, L3R 9H7
2657	277265	272 Royal Appian Cres, Concord, ON, L4K 5L3
2658	277621	1908 Arborwood Dr, Oshawa, ON, L1K 0T9
2659	278479	665 Robinson Drive, Cobourg, ON, K9A 0J4
2660	279063	21 Cameo Dr, Leamington, ON, N8H 1J1
2661	279822	26 Lismer Crt., Unionville, ON, L3R 0G2
2662	279920	74 William St, Paris, ON, N3L 1L9
2663	283339	24 Byton Lane, Cambridge, ON, N1S4L9
2664	284013	229 Railway Ave, Stratford, ON, N5A 2J3
2665	284566	33 Catherine St B, Paris, ON, N3L 1B3
2666	286138	1600 Westbrook drive, Peterborough, ON, K9J 6R7
2667	286935	543 Ferguson Ave N, Hamilton, ON, L8L 4Z7
2668	287370	13093 22nd Sideroad, Georgetown, ON, L7G 4S4
2669	287553	93 Muscot Dr, Stoney Creek, ON, L8J 1Y9
2670	287642	213 Jones Rd, Stoney Creek, ON, L8E 5J4
2671	287734	2222 Randolph Ave, Windsor, ON, N9B 3V9
2672	288444	166 Bristol Rd W, Mississauga, ON, L5R 2E7
2673	295633	305 Marshall Cres, Orangeville, ON, L9W 4Y5
2674	296923	5327 Thornwood Dr, Mississauga, ON, L4Z 3H1
2675	297171	25 Trailridge Cres, Lynden, ON, L0R1T0
2676	298130	28 Gould Crescent, Acton, ON, L7J2T9
2677	271549	19 Christaller Crt, Whitby, ON, L1N 8T9

2678	280160	11 Redwood Crt, Hamilton, ON, L8H 2P9
2679	243210	35 Shalom Aleichem Crt, Thornhill, ON, L4J 0E5
2680	278600	34 Settler's Court, Whitby, ON, L1M 2L3
2681	273227	25 Carleton Blvd, Cobourg, ON, K9A 4J9
2682	276660	41 Wildwood Rd, Georgetown, ON, L7G 2W8
2683	281433	6 Woolf Cres, Ajax, ON, L1S 1N7
2684	284539	80 Steele St, Alliston, ON, L9R 0E5
2685	285796	17 Haight St, St Catharines, ON, L2P 2L9
2686	283054	60 Sovereign's Gate, Barrie, ON, L4N 0Y9
2687	276609	115 Golfview Dr, Kingsville, ON, N9Y 0A6
2688	281809	125 Steeplechase Way, Waterloo, ON, N2K 0E7
2689	285309	75 Keeler Cres, Bowmanville, ON, L1C 0B9
2690	273948	312 Rita's Ave., Newmarket, ON, L3X 2N2
2691	280497	117 Haden Avenue, Peterborough, ON, K9H 7P6
2692	287392	263 O'Donoghue Ave, Oakville, ON, L6H 3W5
2693	283708	1160 Randolph Gate, Mississauga, ON, L5H 4L6
2694	287574	2615 Cousineau Rd, Lasalle, ON, N9H 2M3
2695	278447	1555 Kamloops St, Windsor, ON, N8W 5V1
2696	282739	13C Church St East, Acton, ON, L7J1K3
2697	271640	116 Rymal Rd W, Hamilton, ON, L9B 1B8
2698	287063	208 Huycke Street, Cobourg, ON, K9A 5K8
2699	277450	8971 Glendale Dr, Cobourg, ON, K9A 4J9
2700	296344	1000 Maclean St, Innisfil, ON, L9S 1V8
2701	273082	6207 Camgreen Cir, Mississauga, ON, L5N 4N5
2702	275849	34 Bobolink Rd, Hamilton, ON, L9A 2P4
2703	270227	3558 Southwick St, Mississauga, ON, L5M 7N9
2704	279338	50 Covington Cres, Kitchener, ON, N2N 2X2
2705	280153	15 Lower Canada Drive, Niagara on the Lake, ON, L0S 1J0
2706	278642	83 Whitlaw Way, Paris, ON, N3L 4B5
2707	275578	59 Sweeney Cres, Cambridge, ON, N3C 4J1
2708	296407	27 Remple Crt, Cambridge, ON, N1P 1C2
2709	295399	233 Huycke Street, Cobourg, ON, K9A5K8
2710	278010	77 Killoran Cres, Stratford, ON, N4Z1H6
2711	287605	61 Lowell Ave, St Catharines, ON, L2R 2C9
2712	283788	277 Reid St, Peterborough, ON, K9J 3P9
2713	271646	2900 Glace Bay Rd, Mississauga, ON, L5N 2K1
2714	273808	299 Westvale Dr, Waterloo, ON, N2T 2M2
2715	271460	5536 Cosmic Cres, Mississauga, ON, L4Z 3R9
2716	264736	4118 Treetop Cres, Mississauga, ON, L5L 2L8
2717	277132	1983 Hunking Dr, Oshawa, ON, L1K 0V1
2718	274872	7566 Saint Barbara Blvd, Mississauga, ON, L5W 0B6
2719	273469	3146 Seville Ave, Windsor, ON, N8N 0A2
2720	275939	385 Stoneheight PL, Waterloo, ON, N2V 2A8
2721	266383	51 Falcon Crt, Cambridge, ON, N1T 1P2
2722	281845	74 Elmwood Ave, Cambridge, ON, N1R 4Y4
2723	268943	261 Maple Ave, Kitchener, ON, N2H 4W9
2724	282549	110 Miller Dr, Georgetown, ON, L7G 6P2

2725	282478	3134 Fletcher Cres, Windsor, ON, N9E 4M8
2726	274634	3521 Rittenhouse Road, Vineland, ON, L0R 2C0
2727	277087	20 Hampshire PL, Stoney Creek, ON, L8J 3W8
2728	280679	263 Carlaw PL, Waterloo, ON, N2J 3Y8
2729	282428	49 Fred Fisher Cres, St Catharines, ON, L2P 0B1
2730	279573	43 Meighen Mews, Stratford, ON, N4Z 1B5
2731	275465	805 Ridge Road, Stoney Creek, ON, L8J 2Y3
2732	279272	149 Elgin St, Hamilton, ON, L8L 4Y1
2733	276996	6460 LOT 7S CONC 14, Alliston, ON, L9R 1V4
2734	283769	4 Forsyth Cres, Georgetown, ON, L7G 5Y3
2735	288375	372 Coachwhip Trail, Newmarket, ON, L3X 2R2
2736	283582	236 Redford Cres, Stratford, ON, N5A 1P2
2737	280141	44 Webster Way, Georgetown, ON, L7G 5J6
2738	286720	958400 7Th Line, Mulmur, ON, L9V 0M9
2739	297182	14 Birchview Dr, Caledon, ON, L7K 0L5
2740	296742	264 Kathryn Cres, Newmarket, ON, L3Y 1M2
2741	297481	298 Willow Street, Stratford, ON, N5A 3B7
2742	288067	148 Independence Dr, Hamilton, ON, L8W 3H7
2743	285049	255 Thorncrest Dr, Waterloo, ON, N2L 4L2
2744	298078	3 Dunstan Cres, Woodbridge, ON, L4L 3W5
2745	274360	9 Bullocks Crnrs, St Catharines, ON, L2M 6W8
2746	265829	17 Adriatic Blvd, Stoney Creek, ON, L8G 4V2
2747	258271	21 Gaal Court, Brantford, ON, N3T 6R4
2748	261942	107 Pine Valley Drive, Kitchener, ON, N2P 2V8
2749	259353	105 Stanley St, Brantford, ON, N3S 6M8
2750	264973	325 Sunny Meadow Blvd, Brampton, ON, L6R 0E8
2751	266393	45 Westchester Way, Brantford, ON, N3R 6T4
2752	259884	536 Havelock Dr, Waterloo, ON, N2L 4N7
2753	278795	93 Sugarloaf Street, Port Colborne, ON, L3K 2N3
2754	269785	24 Tanners Dr, Acton, ON, L7J 3A1
2755	237287	481 Sandbanks Cres, Waterloo, ON, N2V 2J2
2756	277006	1935 Riverton St, Oshawa, ON, L1K 0P6
2757	277923	933 Bayview Ave, Whitby, ON, L1N 1E2
2758	273457	1342 Cronk St, Oshawa, ON, L1K 0S4
2759	277334	110 Puttingedge Drive, Whitby, ON, L1R 0H8
2760	258142	29 Daniel Place, Brantford, ON, N3R 6J8
2761	284601	3715 Beaverdale Rd, Cambridge, ON, N3H 4R6
2762	277928	26 Hearth Cres, Kitchener, ON, N2M 1G6
2763	277517	52 Bracknell Ave, Markham, ON, L6C 0R3
2764	254710	28 Soho Cres, Unionville, ON, L3P 7H7
2765	285085	37 Mcqueen Dr, Paris, ON, N3L 3E3
2766	284810	4024 Martin Road, Vineland, Station, ON, L0R 2E0
2767	275546	351 Clyde Rd, Cambridge, ON, N1R 1L4
2768	282345	75 Hilltop Crt, Bolton, ON, L7E 2P9
2769	287268	4118 Powderhorn Cres, Mississauga, ON, L5L 3B9
2770	285012	2860 Tradewind Dr, Mississauga, ON, L5N 6L2
2771	287197	241 Emma Broadbent Crt, Newmarket, ON, L3X 3K8

2772	282943	10 Banfield St, Paris, ON, N3L 2Y4
2773	284472	299 Faraday Crt, Waterloo, ON, N2L 6A4
2774	287143	8 Houghton Blvd, Markham, ON, L3P 2N6
2775	282567	40 Maryknoll Ave, Lindsay, ON, K9V1A8
2776	286990	2699 Jacob Dr, Windsor, ON, N8X 4Y9
2777	285733	12 Barbara Place, St Catharines, ON, L2N 6H8
2778	283809	937 Crawford Dr, Peterborough, ON, K9J 3X1
2779	297131	11 The Pinery Rd, St Catharines, ON, L2M 6M5
2780	287020	6 Findlay PL, Stratford, ON, N5A 0A7
2781	286930	31 Woodrow Street, St Catharines, ON, L2P2A1
2782	297127	35 Lanza Crt, Hamilton, ON, L8T 5A8
2783	296979	5 Camelot Crt, St Catharines, ON, L2T 3R4
2784	296725	94 McGregor Street, Stratford, ON, N4Z 1G6
2785	265342	325 Sacred Heart Dr, Lasalle, ON, N9J 0A6
2786	298950	83 Strawberry Dr, Hamilton, ON, L8E4R2
2787	277446	61 Millcreek Cres, Thornhill, ON, L4J 6N2
2788	282477	2976 California Avenue, Windsor, ON, N9E 3W9
2789	284704	370 Timothy St, Newmarket, ON, L3Y 1P5
2790	298785	79 Nelson St W, Alliston, ON, L9R 1H1
2791	274068	128 Hardale Cres, Hamilton, ON, L8T 1Y4
2792	297444	358 Sandowne Drive, Waterloo, ON, N2K 1V8
2793	267365	789 Line 7 Rd, Niagara on the Lake, ON, L0S 1J0
2794	284241	4898 Barcelona Cres, Windsor, ON, N9G 3G1
2795	276269	635 West 5th St, Hamilton, ON, L9C 3R1
2796	306980	701 West 5th Street, Hamilton, ON, L9C 3R3
2797	270289	2753 Robert Rd, Windsor, ON, N8W 5L9
2798	291022	38 Gatineau Dr, Hamilton, ON, L8T2W5
2799	298026	52 Gee Cres, Lindsay, ON, K9V0G9
2800	237585	154 Stark Cres, Woodbridge, ON, L4H 0J4
2801	295647	3035 Cornish Hollow Rd, Cobourg, ON, K9A4J9
2802	261074	100 Fairhill Ave, Brampton, ON, L7A 2H5
2803	302163	242 Slater Cres, Oakville, ON, L6K 2C8
2804	295760	45 Uplands Drive, Kitchener, ON, N2M 4X3
2805	261276	1 Valleyview Rd, Thornhill, ON, L3T 6X6
2806	284962	74 Joycedale St, Markham, ON, L3S 3J2
2807	297648	52 Heather Ave, Cambridge, ON, N3C 3C2
2808	288578	44 Nobbs Drive, Ajax, ON, L1T4L8
2809	295758	36 Metcalfe Court, Georgetown, ON, L7G 4N9
2810	271822	9908 Holly Cres., Windsor, ON, N8R 1Y6
2811	296529	20 Chatelaine Dr, Markham, ON, L3S 3S9
2812	297907	6109 County Rd 13, Everett, ON, L0M 1J0
2813	306874	3471 Drummond Rd, Mississauga, ON, L5L 4H6
2814	285402	4 Goodman Cres, St Catharines, ON, L2S3Y7
2815	267749	2840 Lionel Dr, Windsor, ON, N8X 4X7
2816	275281	79 Richmond Park Dr, Keswick, ON, L4P 0A3
2817	285993	1043 Silverdale Dr, Windsor, ON, N9G2R9
2818	249755	12 Cumming St, St Catharines, ON, L2S 1H7

2819	275628	667 Sarah Crt, Windsor, ON, N9G 2Y8
2820	306877	77 Appleblossom Drive, Hamilton, ON, L9C 7W3
2821	285151	2485 Secreto Dr, Oshawa, ON, L1L 0H6
2822	280290	7062 Eagle Crescent, Amherstburg, ON, N0R 1J0
2823	288149	28 Rosehill Crt, Cambridge, ON, N1S 3H9
2824	278825	1195 Front Rd, St Williams, ON, N0E 1P0
2825	296649	216 Big Creek Rd, Caledonia, ON, N3W2G9
2826	282340	132 Diiorio Circle, Ancaster, ON, L9K 1T3
2827	302271	547 Kelvedon Mews, Mississauga, ON, L4Z 1G3
2828	296493	475158 County Rd 11, Amaranth, ON, L9W 0R6
2829	263011	546 Lacie Street, Orillia, ON, L3V 4P9
2830	287628	7 Benson Ave, Mono, ON, L9W 6W7
2831	287191	6 Mavin St, Brantford, ON, N3T 6N1
2832	295416	3 Lifestyle Court St., Catharines, ON, L2M 7Y8
2833	280938	112 Mill St, Orono, ON, L0B1M0
2834	287237	3 Sewell Crescent, Ajax, ON, L1Z 0N7
2835	286035	1230 Orchard Avenue, Fort Erie, ON, L2A 3C9
2836	278520	170 Stanton ST, Fort Erie, ON, L2A 3N5
2837	256364	18 Port St, Brantford, ON, N3S 1Y1
2838	264140	16 Sheppard St, Brantford, ON, N3T 6P7
2839	283413	45 Collier Cres, Angus, ON, L0M 1B5
2840	297271	957242 7Th Line, Mulmur, ON, L9V0M7
2841	282437	47098 BROUWERS LINE, ST THOMAS, ON, N5P 3S6
2842	297101	4760 14th Line, Cookstown, ON, L0L1L0
2843	285269	83 Royal Oak Dr, St. Catharines, ON, L2N 6K6
2844	287950	17 Cardinal St, Elmira, ON, N3B 1E9
2845	287477	5824 Prairie Cir, Mississauga, ON, L5N 6B4
2846	261051	5568 Cosmic Cres, Mississauga, ON, L4Z 3S1
2847	298620	2864 McMahan Ave, Windsor, ON, N8T 2J6
2848	285168	92 Venice Cres, Thornhill, ON, L4J 7T1
2849	297691	294 Westheights Dr, Kitchener, ON, N2N1J9
2850	297798	7 Royal Oak Dr, St. Catharines, ON, L2N 4B7
2851	273169	4 Pleasant PL, Paris, ON, N3L 3S1
2852	266291	1289 Line 3 Rd, Niagara On The Lake, ON, L0S 1J0
2853	277460	9 Hilborn Street, Grand Valley, ON, L9W 6T9
2854	288481	10 Leonard Dr, St. Catharines, ON, L2S3V2
2855	295581	20 Valerie Crt, Cambridge, ON, N3C 3H4
2856	287075	3 Arfield Ave, Ajax, ON, L1Z 0E9
2857	287160	11 Depeuter Cres, Bradford, ON, L3Z 3A4
2858	295321	4 Meadowlark Dr, Georgetown, ON, L7G 6N2
2859	266210	5299 Creditview Rd, Mississauga, ON, L5V 1T6
2860	246304	23 Colcrest St, Hamilton, ON, L8E 3X9
2861	287682	170 Cole Cres, Niagara On The Lake, ON, L0S 1J0
2862	268671	668 Driftcurrent Dr, Mississauga, ON, L4Z3Z4
2863	267195	189 Governors Rd E, Paris, ON, N3L 3E1
2864	286926	12 Ashburton Cres, Angus, ON, L0M1B0
2865	297380	200 Tigertail Cres, Bradford, ON, L3Z 0M4

2866	271519	923 Queensdale Ave E, Hamilton, ON, L8V 1N5
2867	278036	90 Howell Rd, Oakville, ON, L6H 5Z6
2868	203857	4113 Jefton Cres, Mississauga, ON, L5L 1Z2
2869	296461	56 Strathmanor Dr, Bowmanville, ON, L1C 4L3
2870	279166	20103 Winston Churchill Blvd, Caledon, ON, L7K1J7
2871	288232	19 Hill Street, Acton, ON, L7J 2W3
2872	243793	942 Moy Ave, Windsor, ON, N9A 2P1
2873	295831	66 Rideout St, Ajax, ON, L1S1P8
2874	298726	55 Carrington Dr, Richmond Hill, ON, L4C 8A5
2875	282367	6799 Line 86, TWP of Woolwich, ON, N3B 2Z2
2876	240573	10 Plunkett Court, Barrie, ON, L4N 6M3
2877	285090	13 Cornwall St, Omemee, ON, K0L2W0
2878	295091	43 Fatima Cres, Cambridge, ON, N1R 7Z7
2879	282170	352 Albany St, Fort Erie, ON, L2A 1L9
2880	279155	15 Beechnut St, Mono, ON, L9W4A6
2881	279052	192 Wills Cres, Binbrook, ON, L0R 1C0
2882	285954	4077 Jefton Cres, Mississauga, ON, L5L 1Z2
2883	296787	71 Drinkwater Dr, Cambridge, ON, N1P 1G5
2884	287269	112 Nautical Blvd, Oakville, ON, L6L6T9
2885	258712	137 Childerhose Cres, Brantford, ON, N3P1Z6
2886	276832	204 Greenwood Rd, Stouffville, ON, L4A 4N8
2887	276571	86 Howell Rd, Oakville, ON, L6H 5Z6
2888	295011	41 Griffiths Dr, Paris, ON, N3L 4B6
2889	275785	3 Follett Crt, Ajax, ON, L1S 2V9
2890	286016	14 Holliman Lane, Ajax, ON, L1Z 1K6
2891	296151	13 The Pinery Rd, St Catharines, ON, L2M 6M5
2892	284396	59 Button Cres, Uxbridge, ON, L9P 1Z6
2893	287885	1124 Esdras Place, Windsor, ON, N8S 2N4
2894	298454	61 Middlecote Drive, Ajax, ON, L1T 0A1
2895	282638	809 Grand Banks Dr, Waterloo, ON, N2K 4N6
2896	268986	1403 Springwater Cres, Oshawa, ON, L1K 2N4
2897	283300	167 Highland Rd W, Stoney Creek, ON, L8J 2S6
2898	285071	5 Church St, Clarington, ON, L1C 1S2
2899	287949	65 Ellen Street, Port Hope, ON, L1A1Y1
2900	287390	47 Macauley Dr, Thornhill, ON, L3T 5S6
2901	287571	513 Charles Potter Lane, Oakville, ON, L6M 0P7
2902	262938	31 Drury Cres, Brampton, ON, L6T 1L1
2903	279154	871 Grandview Rd., Fort Erie, ON, L2A 4V6
2904	230300	1560 Marentette Ave, Windsor, ON, N8X 4E3
2905	288252	3061 Cantelon Cres, Mississauga, ON, L5N 3J7
2906	287352	15 Darren Dr, Angus, ON, L0M1B3
2907	273584	2564 Harman Gate, Oakville, ON, L6H 6L6
2908	307018	5835 Fieldon Rd, Mississauga, ON, L5M 5K3
2909	297468	704 Aylmer ave, Windsor, N9A 1V3
2910	282260	6443 Valiant Heights, Mississauga, ON, L5W 1E2
2911	297126	860 Jos Janisse Ave, Windsor, ON, N8Y 3A8
2912	288334	69 Gamble Dr, Ajax, ON, L1Z 0G8

2913	287380	719 Aylmer St N, Peterborough, ON, K9H 3X5
2914	272548	911 Coldstream Dr, Oshawa, ON, L1K 2W8
2915	278397	58 Alonna St, Bowmanville, ON, L1C 3P8
2916	280037	6509 Tisler Crescent, Mississauga, ON, L5N 3G6
2917	290481	6 Caroga Crt, Hamilton, ON, L9C 4R4
2918	295438	110 Acton Blvd, Acton, ON, L7J 2H7
2919	278284	588 Canso Place, Waterloo ON, N2K 3Z6
2920	287901	324 Cumberland Ave, Hamilton, ON, L8M 2A1
2921	277115	17 Rannie Court, Thorold, ON, L2V 4X1
2922	282636	807 Grand Banks Dr, Waterloo, ON, N2K 4N6
2923	296802	124 Tulip Tree Rd, Thorold, ON, L2V 0A4
2924	295402	205 Hodgson Drive, Newmarket, ON, L3Y 1E3
2925	277625	478 Hall Ave, Windsor, ON, N9A 2L8
2926	287335	18 Ross Wright Ave, Bowmanville, ON, L1C 0P6
2927	283751	444 Simcoe Rd, Bradford, ON, L3Z 3A1
2928	288455	993105 Mono Adjala Tline, Orangeville, ON, L9W 2Z2
2929	277109	23 Bricker Crt, Brantford, ON, N3T 6R7
2930	287291	98 Mowat St, Stratford, ON, N5A 2B9
2931	295756	205 Frederick street, Bradford, ON, L3Z 1K3
2932	297832	19 Carver Dr, Binbrook, ON, L0R 1C0
2933	298947	152 Glenway Cir, Newmarket, ON, L3Y 7S3
2934	298313	1581 Goyeau St, Windsor, ON, N8X 3L5
2935	275767	41 Algeo Way, Bradford, ON, L3Z 0W1
2936	298019	635 Montpelier Dr, Waterloo, ON, N2T 0B3
2937	287903	2421 Eden Valley Drive, Oakville, ON, L6H 6L2
2938	284511	75 Mackenzie King Avenue, St. Catharines, ON, L2P 0E1
2939	296866	703 Carlisle Street, Cobourg, ON, K9A 5E4
2940	297709	324 King St E, Mount Albert, ON, L0G 1M0
2941	277791	21 Dalemere Cres, St. Catharines, ON, L2N 7K4
2942	273364	75 Aspen Cres, Elmira, ON, N3B 1J9
2943	245872	1184 SUMACH CRES, WINDSOR, ON, N8S 2S4
2944	288167	79 Penfound Dr, Bowmanville, ON, L1C 4B9
2945	275477	94 Toby Cres, Hamilton, ON, L8T 2N8
2946	278891	11 Glendan Crt, Cambridge, ON, N1R 7N4
2947	272917	1265 Foxglove PL, Mississauga, ON, L5V 2N3
2948	260286	195 Osborn Avenue, Brantford, ON, N3T 0A1
2949	266524	104 Moore Park Cres, Georgetown, ON, L7G 2T4
2950	296992	34 Allan Dr, St Catharines, ON, L2N 1E9
2951	284075	66 Chaplin Ave, St Catharines, ON, L2R 2E7
2952	276601	569 Sherbrooke St, Peterborough, ON, K9J 2P4
2953	298623	2212 Turner Rd, Windsor, ON, N8W 3K5
2954	296534	71 Andreeta Dr, Woodbridge, ON, L4H 4H3
2955	285506	104 Major Button's Dr, Markham, ON, L3P 3X5
2956	287984	678 County Rd 36, Lindsay, ON, K9V 4R3
2957	288048	116 Meadow Dr, Orangeville, ON, L9W 4J8
2958	258083	7 Norn Cres, Markham, ON, L3S 2B3
2959	265773	6205 Kindree Cir, Mississauga, ON, L5N 3B9

2960	277338	1133 Garden Court Dr, Windsor, ON, N8S 2S1
2961	279549	15 Antorisa Ave, Woodbridge, ON, L4H 3S2
2962	281070	109 Aishford Rd, Bradford, ON, L3Z 0A7
2963	281407	112 Stedford Cres, Brampton, ON, L7A 4P7
2964	283181	34 Jenkins Ave, Tottenham, ON, L0G 1W0
2965	284731	31 Michaelis St, Alliston, ON, L9R 0L8
2966	285069	89 Tysonville Cir, Brampton, ON, L7A 4B2
2967	285297	10 Cambridge Ave, Orangeville, ON, L9W 3M3
2968	285912	15 Cranbrook St, Kitchener, ON, N2P 2Y2
2969	287412	12 Banbury Rd, Brantford, ON, N3P 1C2
2970	287453	519 Laurie Ave, Peterborough, ON, K9L 1X7
2971	296297	28 Vasselle Cres, Unionville, ON, L3R 9P4
2972	296460	16 Black Diamond Cres, Brampton, ON, L6X 0V8
2973	297195	1 Carter Cres, Cambridge, ON, N1R 7L9
2974	298074	332 wellington ST, St. Thomas, ON, N5R 2T3
2975	298954	28 Henry St, Thornton, ON, L0L 2N0
2976	299140	158 Delrex Blvd, Georgetown, ON, L7G 4E2
2977	276183	3283 Riberdy Rd, Windsor, ON, N8W 3V1
2978	281723	153 Glen Rd, Kitchener, ON, N2M 3G3
2979	283194	58 Rogers Trail, Bradford, ON, L3Z 0G5
2980	296029	11915 Cobblestone Cres, Windsor, ON, N8P 1T7
2981	243957	156 Twin Hills Cres, Woodbridge, ON, L4H 0G3
2982	263404	2380 Lesperance Rd, Windsor, ON, N8N 2W4
2983	264404	88 Castlewood PL, Cambridge, ON, N1R 8K7
2984	264779	237 Vansickle Road, St. Catharines, ON, L2S 3v3
2985	265261	28 Ferrier Lane, Brantford, ON, N3T 0K5
2986	266734	3781 Fairfield Avenue, Crystal Beach, ON, L0S 1B0
2987	270111	443 Lesabre St, Oshawa, ON, L1K 1E3
2988	271201	108 Gilmour Cres, Kitchener, ON, N2M 4N4
2989	271498	3066 Lloyd George Blvd, Windsor, ON, N8T 2V2
2990	271556	46 Winterfold Dr, Brampton, ON, L6V 3T2
2991	272013	6340 Wyandotte St E, Windsor, ON, N8S 1N6
2992	275232	24 George Street, Thorold, ON, L0s 1k0
2993	275977	5601 Concession Rd 6, Everett, ON, L0M 1J0
2994	276296	2534 Denure Dr, Peterborough, ON, K9K 2S9
2995	277444	112 Summerdale Dr, Markham, ON, L3T 6Y6
2996	277967	457 Anndale Rd, Elmira, ON, N2K 2E3
2997	278213	1342 Corm Street, Innisfil, ON, L9S 0B2
2998	278342	736 Trinidad Crt, Oshawa, ON, L1J 6J5
2999	279153	28 Andy Cres, Woodbridge, ON, L4H 1C3
3000	279595	23 Scotia Ave, Hamilton, ON, L8K 4X4
3001	280374	226 Douglas St, Fort Erie, ON, L2A 3X4
3002	280782	310 Ridout St, Port Hope, ON, L1A 1R1
3003	280799	343 Hartwell Way, Aurora, ON, L4G 0W5
3004	280929	9 Keily Cres, Bolton, ON, L7E 0R3
3005	281041	72 Dorset St, Waterloo, ON, N2L 3M2
3006	281086	2345 Wyandotte Drive, Oakville, ON, L6L2T4

3007	281175	3295 Switch Road, Stevensville, ON, L0S 1S0
3008	282100	46 Laura Sabrina Dr, Woodbridge, ON, L4H 1X8
3009	282188	751 Butternut Ave, Waterloo, ON, N2V 2M3
3010	282366	3 Nicol St, Dundas, ON, L9H 5L6
3011	282713	3 Colyer PL, Kitchener, ON, N2K 4E3
3012	282764	19 Shadyridge Place, Kitchener, ON, N2N 3J1
3013	283007	7275 Village Walk, Mississauga, ON, L5W 1V7
3014	283357	38 Ellen Cres, Erin, ON, N0B 1Z0
3015	283359	2352 Yolanda Dr, Oakville, ON, L6L 2H8
3016	283482	32 McCormick Dr, Cambridge, ON, N3C 4C9
3017	283513	102 Turner Dr, Tottenham, ON, L0G 1W0
3018	284743	367 Sauve Cres, Waterloo, ON, N2T 2Y9
3019	284790	308 Schooley Road, Crystal Beach, ON, L0S 1B0
3020	285006	582 Windjammer Way, Waterloo, ON, N2K 3Z6
3021	285077	504 Thornview Place, Waterloo, ON, N2T 2V9
3022	285261	18 Hampton St, Elmira, ON, N3B 1X9
3023	285286	592 Winterburg Walk, Waterloo, ON, N2V 2M8
3024	285628	52 Shepstone Dr, Ajax, ON, L1Z 0E9
3025	285946	468 Sandlewood Rd, Oakville, ON, L6L 3S4
3026	286075	43 Lincoln Rd E, Crystal Beach, ON, L0S 1B0
3027	286086	2730 12Th Line, West Gwillimbury, ON, L3Z 2A5
3028	286991	21 James St, Waterdown, ON, L0R 2H0
3029	287436	376 Maple Ave S, Burford, ON, N0E 1A0
3030	287480	126 Beechwood Ave, Crystal Beach, ON, L0S 1B0
3031	287488	163 Foxridge Dr, Cambridge, ON, N3C 3V7
3032	287932	31 Murray Court, Orangeville, ON, L9W 0A1
3033	290848	15 Foster St, Hamilton, ON, L8N 1Z7
3034	295085	126 Hampton Avenue, Port Colborne, ON, L3K 5S1
3035	295090	2 Adams Crt, Acton, ON, L7J 2V8
3036	295176	279 Glenridge Avenue, St. Catharines, ON, L2T 3K3
3037	295204	8960 Wellington Rd 22, Erin, ON, N0B 1Z0
3038	295229	1354 Peartree Cir, Oakville, ON, L6M 2J2
3039	295444	950 Balfour St, Fenwick, ON, L0S 1C0
3040	295652	119 Riehm St, Kitchener, ON, N2E 4L2
3041	296026	2551 Askin Avenue, Windsor, ON, N9E 3H8
3042	296027	971 Rendezvous Dr, Windsor, ON, N8P 1K5
3043	296186	16 Michael Drive South, Port Colborne, ON, L3K 3C2
3044	296228	274 Nautical Blvd, Oakville, ON, L6L 0C1
3045	296405	1751 Clyde Rd, Cambridge, ON, N1R 5S7
3046	296410	330 Laurel St, Cambridge, ON, N3H 3Y8
3047	296415	31 McGregor Dr, Caledon, ON, L7K 0B2
3048	296619	28 Southgate Rd, Cambridge, ON, N1S 3P7
3049	296887	26 Timbermill Cres, Markham, ON, L3P 6W9
3050	297386	29 Meadowvale Drive, St. Catharines, ON, L2N 3Z6
3051	297417	901 Balfour St, Fenwick, ON, L0S 1C0
3052	297536	53 Lisbon Pines Dr, Cambridge, ON, N1R 7Z9
3053	297927	3940 Farr Ave, Ridgeway, ON, L0S 1N0

3054	297997	294 Sanatorium Rd, Hamilton, ON, L9C 2A2
3055	298214	584 Clipper Dr, Waterloo, ON, N2K 4B4
3056	298640	14043 Trafalgar Road, Georgetown, ON, L7G 4S4
3057	298870	56 Manorheights St, Richmond Hill, ON, L4S 2H6
3058	298921	47 Giffin Rd, Dundas, ON, L9H 7N5
3059	299168	3330 Acala Cres, Mississauga, ON, L5A 3E3
3060	306884	828 Fairway Cres, Kitchener, ON, N2A 4B5
3061	306953	23 Yarrow Court, Kitchener, ON, N2E 4C4
3062	276132	43 Booker Drive, Ajax, ON, L1Z 0H4
3063	277094	37 Mountbatten Cres, Barrie, ON, L4M 1T6
3064	280027	823 Greenly Drive, Cobourg, ON, K9A 0C6
3065	295310	11 Frederick Stamm Cres, Markham, ON, L6C 0X2
3066	296367	13 Mayberry Drive, Grand valley, ON, L9W 6T9
3067	296874	14 Colyer Pl, Kitchener, ON, N2K 4E3
3068	297726	39 Ria Crt, King City, ON, L7B 0N4
3069	257492	3354 Minerva Way, Burlington, ON, L7M 0L4
3070	296294	54 Stoneheath Cres, Markham, ON, L6C 2K9
3071	298924	651 Pineridge Rd, Waterloo, ON, N2L 5N7
3072	297413	160 William St N, Lindsay, ON, K9V 4B3
3073	230170	7142 Frontier Ridge, Mississauga, ON, L5N 7R4
3074	268886	446 Laporte Ave, Windsor, ON, N8S 3R2
3075	277975	158 Windale Cres, Kitchener, ON, N2E 0A4
3076	282845	8708 Martin Grove Rd, Woodbridge, ON, L4H 1G2
3077	287791	1479 Tampa Cres, Oshawa, ON, L1G 6V1
3078	298034	57 Chalmers St N, Cambridge, ON, N1R 5B9
3079	284757	84 Hunter Rd, Orangeville, ON, L9W 5C3
3080	278730	47 Loretta Dr, Virgil, ON, L0S 1T0
3081	297546	507 Doon South Dr, Kitchener, ON, N2P 2T7
3082	230705	1534 Parent Ave, Windsor, ON, N8X 4J7
3083	299103	6 Albert St, Branchton, ON, N0B 1L0
3084	279066	182 Concession 11 E, Freelon, ON, L8B 1H8
3085	274124	82 Fairington Cres, Hamilton, ON, L8E 3N4
3086	287485	8 Verona PL, Hamilton, ON, L9C 1S7
3087	287133	116 Michael Myers Road, Baden, ON, N3A 0E1
3088	298633	957 Dunblane Crt, Kitchener, ON, N2R 1W9
3089	296063	3308 Vine Street, Vineland, ON, L0R 2C0
3090	285055	306 Chandos Court, Kitchener, ON, N2A 3C2
3091	272858	655 Fingerboard Rd, Manilla, ON, K0M 2J0
3092	287758	116 Kropf Dr, Baden, ON, N3A 4S2
3093	276564	428 Mooney Cres, Orillia, ON, L3V 6R4
3094	268909	15 Spruce St, St. Catharines, ON, L2R 1B4
3095	267267	610 Stanley St, Windsor, ON, N8X 3B2
3096	270447	1564 Kamloops St, Windsor, ON, N8W 5V1
3097	275580	167 Winston Blvd, Cambridge, ON, N3C 1M1
3098	251442	215 Maple Ave, Georgetown, ON, L7G 1X3
3099	276566	464 Eaglewood Dr, Hamilton, ON, L8W 2T2
3100	277775	57 Ball St, Paris, ON, N3L 1X6

3101	280125	585 Lancelot Cres, Oshawa, ON, L1K 1J9
3102	281746	131 Race St, Paris, ON, N3L 3X2
3103	276895	70A Town Line, Orangeville, ON, L9W 1V6
3104	280086	24 Kruger Rd, Markham, ON, L3S 3X1
3105	275741	63 Haverhill Terr, Aurora, ON, L4G 7R4
3106	278946	44 Fenwick Crt, Kitchener, ON, N2M 5E8
3107	279688	290 Bowen Road, Fort Erie, ON, L2A 2Y9
3108	282613	721 kummer Cres, Cambridge, ON, N3H 4Y5
3109	275994	40 Knight St, Alliston, ON, L9R 0B1
3110	279106	82 Gillespie Dr, Brantford, ON, N3T 0K1
3111	287123	13 Annual Cir, Brampton, ON, L6X 2M2
3112	297084	50 White Blvd, Thornhill, ON, L4J 5Z7
3113	278872	9 Wilmot Rd, Brantford, ON, N3T 0K8
3114	295529	668 Westheights Dr, Kitchener, ON, N2N 2Z3
3115	297071	17 Caledonia St, Stratford, ON, N5A 5W4
3116	284512	17 Lower Canada Drive, Niagara on the Lake, ON, L0S 1J0
3117	297151	12 Strathmore Dr, Markham, ON, L3P 6J6
3118	296999	6 Cricket Hollow, Kitchener, ON, N2N 1L6
3119	296033	1271 brock street, Windsor, ON, n9c2v4
3120	288454	15 Sunrise St, Holland Landing, ON, L9N 1H4
3121	296819	42 Childerhose Cres, Brantford, ON, N3P 1Z8
3122	297498	94 Escarpment Dr, Stoney Creek, ON, L8E 0G5
3123	296694	358 The Bridle Walk, Markham, ON, L6C 2L9
3124	298682	13 Forest Dale Dr, Barrie, ON, L4M 6M7
3125	298907	70 Blackwell Dr, Kitchener, ON, N2N 1P8
3126	284257	6229 Prairie Cir, Mississauga, ON, L5N 5Y8
3127	279395	49 Bluevale St S, Waterloo, ON, N2J 2G1
3128	261381	24 West Hampton Road, St. Catharines, ON, L2T 3E5
3129	277076	27 Hiawatha St, St Thomas, ON, N5P 2T1
3130	276790	11 Braden Ave, Welland, ON, L3C 2R6
3131	276716	203 Ontario ST, Thorold, ON, L2V 1E3
3132	297846	53 Kennedy Rd, Breslau, ON, N0B 1M0
3133	295867	975 Bianca Crt, Kitchener, ON, N2R 0A5
3134	288113	20 georgina street, sutton west, ON, L0E 1R0
3135	272609	220 Gibson Ave, Hamilton, ON, L8L 6K1
3136	279676	6 Bavarian PL, Heidelberg, ON, N0B 1Y0
3137	277560	14 Stock Crt, Cambridge, ON, N3C 3R5
3138	287326	422 Pinnacle Dr, Kitchener, ON, N2P 2P8
3139	180743	840 Craig Carrier Crt, Mississauga, ON, L5W 1A6
3140	231092	1252 Pierre Avenue, Windsor, ON, N8X 4N9
3141	241120	115 Grand Valley Blvd, Maple, ON, L6A 3K5
3142	255289	997 McKay Avenue, Windsor, ON, N9B 2A4
3143	262301	20 Leneck Ave, Brampton, ON, L6X 2A7
3144	267232	370 Saginaw Pky, Cambridge, ON, N1T 1M5
3145	271726	4880 Whitefish Cres, Windsor, ON, N9G 3E1
3146	274345	47 Whittaker Cres, Cambridge, ON, N1T 1Y7
3147	272040	1828 Vicky Circle, Windsor, ON, N8W 5P6

3148	269331	75 Avery Cres, St Catharines, ON, L2P 0B6
3149	275587	156 Erie St E, Windsor, ON, N9A 3W8
3150	275006	394 Hidden Creek Dr, Kitchener, ON, N2N 3N2
3151	283065	18 Brooking St, Clarington , ON, L1C 5J3
3152	279918	10 Split Maple Lane, Halton Hills, ON, L7G 5R7
3153	285552	36 Skipton Cres, Cambridge, ON, N3C 4N9
3154	282513	12 Third Ave, St. Catharines, ON, L2R 6P9
3155	284448	2890 McMahon Ave., Windsor, ON, N8T 2J8
3156	276800	70 Dairy Drive, Acton, ON, L7J 2Y1
3157	277799	9 Park Ave E, Elmira, ON, N3B 2H2
3158	286928	974 Denton Drive, Cobourg, ON, K9A 5K2
3159	284805	35 Valley Rd, Millbrook, ON, L0A 1G0
3160	276888	68 Kinsman Drive, Binbrook, ON, L0R1C0
3161	287635	128 Dodds Sq, Bowmanville, ON, L1C 5N2
3162	288448	3794 Ryan Ave, Crystal Beach, ON, L0S1B0
3163	295235	66 Hillwood St, Markham, ON, L6C 3E9
3164	297664	873 Goyeau St, Windsor, ON, N9A 1H7
3165	284993	64 Napoli Dr, Hamilton, ON, L9C 6X2
3166	297759	68 Wood Rim Dr, Richmond Hill, ON, L4E 4S2
3167	296616	124 Winston Blvd, Cambridge, ON, N3C 1L7
3168	288991	55 Hamel Ave, Kitchener, ON, N2K 1M7
3169	280219	214 Dahinda Dr, Harrow, ON, N0R 1G0
3170	287169	62 Tottenham Street, Kitchener, ON, N2R 1V2
3171	275495	94 Oak West St, Leamington, ON, N8H2B6
3172	287145	1377 Hickory Rd, Windsor, ON, N8Y 3S8
3173	284963	100 Rd 130, Sebringville, ON, N0K 1X0
3174	271381	50 Vesper Crt, Stoney Creek, ON, L8J2B5
3175	290836	649 Hildegard St, Windsor, ON, N8X 2Z7
3176	283355	13 Oesch Lane, Baden, ON, N3A 4L3
3177	284763	60 Main St S, Amherstburg, ON, N9V2K9
3178	275944	31 Church St West, Acton, ON, L7J 1K1
3179	296357	142 Weir St N, Hamilton, ON, L8H5E9
3180	296854	364 Guelph Ave, Cambridge, ON, N3C 2V3
3181	287926	21 karissa lane, Holland Landing, ON, L9N 1R6
3182	296305	2 Regal Pine Crt, Maple, ON, L6A 2M5
3183	281848	8 Woodcote Crescent, Halton Hills, ON, L7G 6M2
3184	306913	170 Castle Rock Dr., Richmond Hill, ON, L4C 5H6
3185	306896	875257 EHS Line 5, Mono, ON, L9W 6B1
3186	297868	43 Young St, Acton, ON, L7J 2G7
3187	298574	877 Langlois Avenue, Windsor, ON, N9A 2G9
3188	287771	13317 Lundys Lane, Thorold, ON, L0S 1A0
3189	261772	222 Limpert Ave, Cambridge, ON, N3C 3P2
3190	275275	188 Mary ST, Orillia, ON, L3V 3E6
3191	277176	5383 25 Sideroad, Acton, ON, L7J 2L7
3192	273122	63 Kingsmill St, Fort Erie, ON, L2A 4E5
3193	284288	151 Wellington St N, Kitchener, ON, N2H 5J9
3194	285850	211 Hope St N, Port Hope, ON, L1A 2P5

3195	266965	90 Pearl Dr, Orillia, ON, L3V 0A6
3196	295851	216 Norman St, Stratford, ON, N5A 5S2
3197	297851	196 Mill St S, Newcastle, ON, L1B 1C5
3198	280594	38 Amelia St, Paris, ON, N3L 1Z6
3199	295490	116 Gibb St, Cambridge, ON, N3C 4C5
3200	298008	27 Mcmeeken Dr, Cambridge, ON, N3C 4E4
3201	298330	81 Dorothy St, St. Catharines, ON, L2N 4A8
3202	298432	22 Garrardview St, Ajax, ON, L1Z 0N5
3203	280298	673 Grand Valley Dr, Cambridge, ON, N3H2S2
3204	287981	75 Alldread Cres, Newcastle, ON, L1B 0C2
3205	296638	32 Portelli Cres, Ajax, ON, L1Z 0C3
3206	278006	1101 Thimbleberry Circle, Oshawa, ON, L1K 2H1
3207	285473	199 Elizabeth St, Oshawa, ON, L1J 8M1
3208	288056	5 Summerhill Rd, Holland Landing, ON, L9N 1C9
3209	287315	1496 Arborwood Dr, Oshawa, ON, L1K 2R2
3210	293772	121 Holly Crt, Oshawa, ON, L1G 6L9
3211	275582	646 Hatton Ave, Bridgenorth, ON, K0L 1H0
3212	296579	1431 Livesey Dr, Oshawa, ON, L1K 0G9
3213	293717	825 Lochness Cres, Oshawa, ON, L1J 7P7
3214	293626	147 Jordanray Blvd, Newmarket, ON, L3X 2P4
3215	307129	32 Highview Crescent, Richmond Hill, ON, L4B 2T7
3216	272238	16 Chloe Crescent, Markham, ON, L3S 2H6
3217	297212	104 Hewitt Cres, Ajax, ON, L1S 7B3
3218	276565	17 Esson St, Kitchener, ON, N2M 2V1
3219	279556	402 Scott Dr, Orangeville, ON, L9W 4M1
3220	274358	24 Catalina Crt, Kitchener, ON, N2M 5L9
3221	295601	115 Queenston Drive, Kitchener, ON, N2B 2V2
3222	288678	126 Hickory St, Cambridge, ON, N3H 4E8
3223	283810	143 Johnston Ave, Cambridge, ON, N3C 4P3
3224	297725	10 Handorf Dr, Cambridge, ON, N3C 3Y2
3225	281448	483 Linden Dr, Cambridge, ON, N3H 0C3
3226	286731	47 Spruce St, Paris, ON, N3L 1S1
3227	253398	3 Hiborn Ave Cambridge, ON, N1T 1M7
3228	188285	285 Central Park Blvd. N, Oshawa, ON, L1G 5Z5

SCHEDULE 2.5(A)**REPAYMENT SCHEDULE**

Note: To the extent the below dates differ from the definition of Quarterly Payment Date, the payment is due on the closest Quarterly Payment Date.

QUARTERLY REPAYMENT DATE	QUARTERLY PAYMENT (CAD\$)
9/30/2023	4,523,700.26
12/31/2023	155,399.05
3/31/2024	560,914.99
6/30/2024	4,973,838.67
9/30/2024	4,602,985.89
12/31/2024	217,558.27
3/31/2025	660,406.81
6/30/2025	5,050,505.17
9/30/2025	4,687,202.85
12/31/2025	293,464.00
3/31/2026	751,674.42
6/30/2026	5,129,595.06
9/30/2026	4,774,954.17
12/31/2026	392,319.23
3/31/2027	841,438.36
6/30/2027	5,219,795.63
9/30/2027	4,875,587.46
12/31/2027	504,452.23
3/31/2028	928,891.33
6/30/2028	5,321,352.82
9/30/2028	5,006,626.24

12/31/2028	654,696.23
3/31/2029	1,072,134.28
6/30/2029	5,395,484.73
9/30/2029	5,040,115.50
12/31/2029	778,767.35
3/31/2030	1,169,246.75
6/30/2030	5,482,054.03
9/30/2030	5,128,013.07
12/31/2030	939,747.32
3/31/2031	1,297,537.52
6/30/2031	5,567,240.15
9/30/2031	5,251,947.76
12/31/2031	1,109,202.59
3/31/2032	1,430,758.24
6/30/2032	5,638,695.94
9/30/2032	5,275,614.59
12/31/2032	1,196,783.51
3/31/2033	1,492,187.59
6/30/2033	5,141,256.94
9/30/2033	4,656,180.86
12/31/2033	1,045,217.93
3/31/2034	1,268,622.43
6/30/2034	4,690,256.64
9/30/2034	4,313,026.19
12/31/2034	1,007,635.26
3/31/2035	1,187,604.71

6/30/2035	4,149,420.58
9/30/2035	3,227,139.97
12/31/2035	709,361.93
3/31/2036	813,263.26
6/30/2036	2,500,450.58
9/30/2036	1,703,109.06
12/31/2036	389,893.65
3/31/2037	492,162.94
6/30/2037	764,797.30
9/30/2037	117,698.53
12/31/2037	12,634.33
3/31/2038	18,336.51
6/30/2038	44,004.41
9/30/2038	41,940.95
12/31/2038	14,190.08
3/31/2039	6,463.81

SCHEDULE 2.10(A)

FORM OF L/C ACTIVITY NOTICE

TO: Deutsche Bank Trust Company Americas
as Administrative Agent
Trust and Agency Services
1 Columbus Circle
New York, NY 10019

AND TO: The Issuing Lender

DATE: [■]

This L/C Activity Notice is being delivered pursuant to Section 2.10(a) of the second amended and restated credit agreement made as of June 29, 2023 (the “**Credit Agreement**”) by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent, and the financial institutions from time to time parties thereto as lenders. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned hereby request that the Issuing Lender [issue][re-issue][amend][renew] its DSRA LC under the L/C Facility on the following terms:

- Date of [Issuance][Re-Issuance][Amendment][Renewal]: [■] (the “L/C Activity Date”).
- Face Amount: \$[■].
- Expiration Date: [■].

All of the representations and warranties contained in all Financing Documents are and will be true and correct in all material respects on and as of the date hereof and the L/C Activity Date as though made on and as of each such date (unless expressly stated to be made as of a specified date).

No Default or Event of Default has occurred and is continuing or shall result from the [issuance][re-issuance][amendment][renewal] requested hereby, or, if a Default has occurred and is continuing, such Default will be cured from the proceeds of such DSRA LC.

No Material Adverse Effect has occurred since the Second Restatement Date.

Dated as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

OR

GSC SOLAR FUND II LP, by its general partner, GSC SOLAR FUND II GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 2.10(B)

FORM OF L/C DRAW REQUEST

TO: Deutsche Bank Trust Company Americas
as Administrative Agent
Trust and Agency Services
1 Columbus Circle
New York, NY 10019

AND TO: The Issuing Lender

DATE: [■]

This L/C Draw Request is being delivered pursuant to Section 2.10(b) of the second amended and restated credit agreement made as of June 29, 2023 (the “**Credit Agreement**”) by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent, and the financial institutions from time to time parties thereto as lenders. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned hereby requests a Draw on the DSRA LC issued by the Issuing Lender under the L/C Facility on the following terms:

- Amount of Draw: \$[■]
- Funding Date: [■] (the “**Funding Date**”).¹

All of the representations and warranties contained in all Financing Documents are and will be true and correct in all material respects on and as of the date hereof and the requested Funding Date as though made on and as of each such date (unless expressly stated to be made as of a specified date).

No Default or Event of Default has occurred and is continuing or shall result from the DSRA LC Draw requested hereby, or, if a Default has occurred and is continuing, such Default will be cured from the proceeds of such DSRA LC Draw.

No interest payment required under the Credit Agreement has not been paid by the Borrowers when due.

No Material Adverse Effect has occurred since the Second Restatement Date.

¹ The requested Funding Date must not be earlier than five Banking Days after the date the L/C Draw Request is delivered.

Dated as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

OR

GSC SOLAR FUND II LP, by its general partner, GSC SOLAR FUND II GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 3
FORM OF PROJECT SUBSIDIARY LOAN AGREEMENT

[ATTACHED]

PROMISSORY NOTE

Principal Amount: \$■

Due: Demand

WHEREAS [GSC SOLAR FUND I LP/ GSC SOLAR FUND II LP] has advanced money to **[Project Subsidiary]** which amounts to in aggregate \$■ as of the date hereof and it is in order for **[Project Subsidiary]** to evidence the indebtedness.

For value received the undersigned, **[Project Subsidiary]**, promises to pay to **[GSC SOLAR FUND I LP/GSC SOLAR FUND II LP]**, or as directed, at Toronto, Ontario, the principal sum of \$■, in lawful money of Canada together with interest thereon. Interest shall be payable on the principal sum calculated and payable monthly on the last day of each month using an annual rate of interest of ■%, or as agreed to from time to time by **[Project Subsidiary]** and **[GSC SOLAR FUND I LP/GSC SOLAR FUND II LP]**.

The entire principal together with accrued and unpaid interest thereon shall be fully repaid and satisfied on the due date PROVIDED THAT the undersigned is entitled, at any time and from time to time, to prepay all or any part of the principal sum without notice, interest, bonus or penalty.

Notwithstanding the foregoing, the entire principal sum shall, at the holder's option, become immediately due and payable if the undersigned makes an assignment for the benefit of its creditors, is declared bankrupt, makes an authorized assignment or if a receiver is appointed under the *Bankruptcy and Insolvency Act* (Canada).

The undersigned waives presentment for payment, protest and notice of every kind and description and waives any defences as based upon any and all indulgences and forbearances which may be granted by the holder to any party liable thereon with respect to the payment or any other provisions of this promissory note.

This promissory note and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto agree that the provincial and federal courts located in the Province of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provision of this promissory note. Each party hereto does hereby irrevocably attorn to the jurisdiction of such courts.

On payment in full of the amount of this note together with all accrued interest thereon, the holder of this note shall surrender it to the undersigned for endorsement of payment.

DATED at Toronto, this ____ day of _____, _____.

[PROJECT SUBSIDIARY]

By: _____
Name:
Title:

SCHEDULE 5.3(B)**ADVANCE REQUEST**

To: Deutsche Bank Trust Company Americas
as Administrative Agent
Trust and Agency Services
1 Columbus Circle
New York, NY 10019

And To: The Lenders (as defined in the Credit Agreement)

Date: [■]

This Advance Request is being delivered pursuant to Section 5.3(b) of the second amended and restated credit agreement made as of June 29, 2023 (the “**Credit Agreement**”) among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent, and the financial institutions from time to time parties thereto as lenders. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned is requesting the following Advances:

- \$_____ by way of a CDOR Advance having a three month term under the Term Facility (the “**Term Facility Amount**”) for the purpose of financing [■].

The undersigned hereby irrevocably directs the Administrative Agent to deposit the above mentioned Advances to:

- [the accounts specified in the [direction] delivered with this Advance Request]

OR

- the following accounts at the branch of the Account Bank located at ■ (Bank No. ■; Transit No. ■):

The undersigned hereby represents and warrants to the Administrative Agent, the Lenders, and the Collateral Agent and acknowledges that the Administrative Agent, the Lenders and the Collateral Agent are relying upon such representations and warranties as an inducement to the Advance(s) requested above:

- each Borrower has observed and performed all covenants and agreements contemplated to be observed and performed by it in the Credit Agreement and all Financing Documents as at the date hereof, and the Borrower covenants and agrees to continue to so observe and perform and to cause the continued observation and performance of such covenants and agreements;
- the representations and warranties of each Obligor set forth in the Credit Agreement and in all other Financing Documents (other than those made as of a specific date or otherwise specified therein to be non-repeating) are true and correct in all material respects on and as

of the date hereof and will be true and correct in all material respects on and as of the date of the requested Advance(s), both before and after giving effect to the Drawdown of the requested Advance(s) and to the application of proceeds therefrom, by reference to the facts and circumstances now existing;

- (c) no Default or Event of Default has occurred which is continuing (other than where proceeds of the requested Advance(s) will be used to cure the same and will be sufficient to do so), nor shall any such Default or Event of Default occur as a result of making the requested Advance(s) or the application of proceeds therefrom;
- (d) the Required Hedging Program is in full force and effect;
- (e) no Material Adverse Effect has occurred since the Second Restatement Date;
- (f) subject to Section 6.1(k) of the Credit Agreement, each of the Material Project Agreements is in full force and effect, and since the Second Restatement Date, there has been no change in circumstances with respect to an Obligor or any counterparty to a Material Project Agreement where such change could reasonably be expected to materially adversely affect its ability to perform its obligations under such Material Project Agreement;
- (g) all fees and reimbursable expenses payable to the Administrative Agent, the Collateral Agent, the Lenders, and their advisors (including all reasonable fees and expenses of the Independent Engineer, the Insurance Advisor and Lenders' Counsel) on the Drawdown Date for the requested Advance shall have been paid in full by the Applicable Borrower or will be so paid with the proceeds of the requested Advance;
- (h) all Project Approvals for each Project are in full force and effect, except for those which are not yet required (having regard to the status of the Projects), and attached at Schedule A hereto are true and complete copies of all such Project Approvals (or amendments thereto) not previously provided to the Administrative Agent;
- (i) there are no actions, suits, proceedings or investigations (whether or not purportedly on such Person's behalf) pending or threatened against or affecting any of the Obligors, or, to the knowledge of the Obligors, or MSA Contractor, before any Governmental Authority which could reasonably be expected to have a Material Adverse Effect;
- (j) since the Second Restatement Date, neither the enactment of any Applicable Law, nor any change therein or in the published or unpublished interpretation or application thereof by any Governmental Authority, nor compliance by the Administrative Agent, the Collateral Agent or a Lender with any guideline, official directive, request or direction (whether or not having the force of law) of any Governmental Authority, shall have made it unlawful for the Administrative Agent, the Collateral Agent or a Lender to make, fund or maintain the Facilities or the requested Advance;
- (k) **[subject to Section 7.3, if any portion of the proceeds of the requested Advance(s) will be allocated to one or more Community Projects, as of the date hereof, every Community Project has: (x) at least the number of members equal to the Target Qualifying Members in respect thereof, and (y) a Community Participation Level greater than 50%;]**

- (l) all Authorizations for each Project that are required to operate the Projects are in full force and effect, not subject to any appeal or further proceeding or to any unsatisfied condition, that may allow material modification, suspension or revocation, except for those Authorizations which are not yet required (having regard to the status of the Projects) **[and attached at Schedule [■] hereto are true and complete copies of all such Authorizations (or amendments thereto) not previously provided to the Administrative Agent];**
- (m) if any portion of the proceeds of the requested Advance(s) will be allocated to one or more First Nation Projects, as of the date hereof, each such First Nation Project: (x) qualifies as an Aboriginal Participation Project, and (y) has an Aboriginal Participation Level of greater than 15%;
- (n) all Capital Contributions required to be made on or before the date hereof have been made;
- (o) after giving effect to the Advance, the Borrowers will remain in compliance with the Concentration Limits;
- (p) each of the Collateral Accounts have been established and funded in accordance with the requirements of Article 8 if required to be established and funded at the time of the applicable Advance;
- (q) there has been no changes to the current Financial Model **[or attached as Schedule [■] hereto is an updated Financial Model];**
- (r) all conditions and requirements for the Advance(s) requested above in the Credit Agreement, including under Sections 5.1 and 5.2 and 5.3 of the Credit Agreement, have been satisfied.

[signature page follows]

DATED as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

[or]

GSC SOLAR FUND II LP, by its general partner, GSC SOLAR FUND II GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 5.3(H)

INSURANCE REQUIREMENTS

1. General Requirements. Each Borrower shall, without cost to the Administrative Agent, the Collateral Agent or the Lenders, maintain or cause to be maintained on its behalf in effect at all times on and after the Closing Date the types of insurance required by the following provisions together with any other types of insurance required pursuant to a Material Project Agreement with respect to the Projects, in such form acceptable to the Administrative Agent (at the direction of the Lenders), with insurance companies rated (i) “A-” or better, with a minimum size rating of “X” by A.M. Best, (ii) rated A by Standard & Poors, (iii) an equivalent rating by another nationally recognized insurance rating agency of similar standing, or (iv) other companies reasonably satisfactory to the Administrative Agent (at the direction of the Lenders), until all obligations of each Borrower pursuant to the Financing Documents have been fully discharged.
 - (a) [Reserved].
 - (b) All-Risk Property / Machinery Breakdown. “All-Risk” property insurance, as such term is used in the insurance industry, for each operational Project in an amount that is not less than the full replacement cost value of each Project including without limitation coverage for mechanical and electrical breakdown plus resulting or ensuing damage arising out of design error, faulty workmanship or faulty materials, the perils of flood, earthquake, named windstorm, hail, lightning, strike, riot and civil commotion, vandalism and malicious mischief, sewer backup, and collapse; subject to terms that are consistent with current industry practice insuring all real and personal property of each operational Project, including coverage for property while in off-site storage or while in the course of inland transit (including a 50/50 clause where ocean cargo is required), for an amount of not less than the full replacement cost value of the property and equipment at each Project, or such other amount as agreed to by the Administrative Agent (at the direction of the Lenders).

Sublimits are permitted with respect to the following perils:

- (i) off-site property in an amount not less than the full replacement cost values of any Project property in off-site storage;
- (ii) inland transit in an amount not less than the full replacement cost value of any Project property while in inland transit;
- (iii) for earthquake, flood and named windstorm with limits of no less than \$25,000,000 for the perils of earthquake and named windstorm and \$20,000,000 for the peril of flood;
- (iv) damage to owned overhead transmission/distribution lines within 1000 feet of the insured project site; and
- (v) such other coverages customarily sub-limited and/or aggregated in reasonable amounts consistent with current industry practice with respect to similar risks and acceptable to the Administrative Agent (at the direction of the Lenders), including without limitation, extra expense, expediting expense and bylaw coverage/local authorities including the increased cost of construction to comply with the

enforcement of any law that regulates the construction or repair of damaged property including the cost to demolish undamaged portions of the Project, debris removal, pollutant cleanup, professional fees, costs to lease equipment etc.

Such policy shall include: (a) an automatic reinstatement of limits following each loss (except for the perils of earthquake, pollution cleanup, flood and other aggregated limits that typically apply under Section 1(b)); (b) replacement cost valuation with no deduction for depreciation and no coinsurance clauses (or a waiver thereof); and (c) coverage for physical damage that is not covered by warranty or guaranty, to the extent normally insured. In the event all risk property and mechanical and electrical breakdown insurance is not written on the same policy, the mechanical and electrical breakdown coverage shall be placed on a “comprehensive” basis including resulting damage with respect to consequence of design, workmanship or material defect on a replacement cost basis with limits not less than the full replacement cost of the insured objects and each all-risk property and mechanical and electrical breakdown policy shall contain a joint loss agreement.

All such policies may have per occurrence deductibles for property damage of not greater than \$100,000 per occurrence for all perils, and 5% with a minimum of \$100,000 per occurrence for earthquake and named windstorm; or such other deductibles as approved by the Administrative Agent (at the direction of the Lenders).

- (c) Business Interruption. Each Borrower shall also maintain or cause to be maintained, with respect to each Project, business interruption insurance following all perils required to be insured above under Section 1(b) above, including mechanical or electrical breakdown and transit perils, with limits of not less than the projected equivalent of twelve (12) months gross revenues, less non-continuing expenses. If coverage is subject to an indemnification period, such period shall not be less than twelve (12) months. Contingent business interruption shall also be included with respect to the electric interconnection and key customers with a sublimit not less than 120 days or equivalent. This coverage shall not include any annual or term aggregate limits of liability or clause requiring the payment of additional premium to reinstate the limits after loss except with regards to insurance applicable to the perils of flood and earthquake and such other coverages applicable under Section 1(b) above that are customarily subject to aggregate limits in the current solar energy insurance marketplace. The deductible or waiting period shall not exceed thirty (30) days.
- (d) Commercial General Liability Insurance. Commercial General Liability insurance for each of the Projects (and on a wrap-up liability insurance basis for Projects under construction), including coverage for premises/operations, products/completed operations, broad form property damage, bodily injury, personal injury, and non-owned automobile liability, with no exclusions for explosion, collapse and underground perils, with a limit of not less than \$1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence, and a products and completed operations liability aggregate limit of not less than \$1,000,000. The commercial general liability policy shall include contractual liability and shall be subject to a cross liability/severability of interest clause. Deductibles in excess of \$50,000 shall be subject to review and approval by the Administrative Agent (at the direction of the Lenders).
- (e) Automobile Liability. To the extent there is an exposure, automobile liability insurance, including coverage for owned automobiles and automobiles leased for more than 30 days for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than \$1,000,000 per accident with

respect to bodily injury, property damage or death. Deductibles in excess of \$25,000 shall be subject to review and approval by the Administrative Agent (at the direction of the Lenders).

- (f) Workers Compensation. To the extent there is an exposure, at any time in which a Borrower has employees, it shall furnish in form and substance satisfactory to the Administrative Agent (at the direction of the Lenders) a certificate of compliance from the Workplace Safety and Insurance Board as to such Borrower's status along with a list of Workplace Safety and Insurance Board registration numbers of each of such Borrower's employees including coverage for employer's liability with a limit of not less than \$1,000,000 and such other forms of insurance which such Borrower is required by law to provide for loss resulting from injury, sickness, disability or death of the employees of such Borrower. Deductibles in excess of \$50,000 shall be subject to review and approval by the Administrative Agent (at the direction of the Lenders). Employers' liability may be obtained through endorsement to the general liability insurance required in Section 1(d) above.

2. Umbrella or Excess. Umbrella or excess liability insurance, in combination with Primary coverage limits, of not less than \$25,000,000 per occurrence and annual aggregate for commercial projects, and, except as provided below, of not less than \$15,000,000 per occurrence and annual aggregate for residential projects, (inclusive of the requirements and limits in Sections 1(d), (e) and (f) – employers liability only); excepting wrap up liability insurance for which not less than \$10 million per occurrence and in the annual aggregate would be acceptable. Such coverages shall be on a per occurrence basis and over and above coverage provided by the policies described in Sections 1(d), (e) and (f) with respect to employer's liability only. If the policy or policies provided under this Section 2 contain(s) aggregate limits, and such limits are reduced by more than 25% during the applicable policy term by any one or more incident, occurrence, claim, settlement or judgment against such insurance which has caused the insurer to establish a reserve, each Borrower shall within ten (10) Banking Days after obtaining knowledge of such event inform the Administrative Agent, and within thirty (30) Banking Days purchase an additional umbrella/excess liability insurance policy satisfying the requirements of this Section 2. Deductibles in excess of \$10,000 shall be subject to review and approval by the Administrative Agent (at the direction of the Lenders). It is understood and agreed that the current liability limits of \$10,000,000 for the residential projects and \$15,000,000 for the commercial projects are accepted by the Administrative Agent and the Lenders until (i) the November 17, 2018 renewal of the umbrella liability insurance for the commercial projects, at which time the limit of liability for the commercial projects will be increased to not less than \$25,000,000 and (ii) (Y) the aggregate amount of Loans outstanding under the Facilities allocated to the MicroFIT Portfolio is equal or greater than \$85,000,000 and (Z) the Portfolio consists of 3,800 or more MicroFIT Projects for the residential projects, at which time the limit of liability for the residential projects will be increased to not less than \$15,000,000 per occurrence.

- (a) Pollution Liability. Subject to the right of the Collateral Agent to require each Borrower to obtain and maintain pollution liability insurance at a future date, pollution liability insurance shall be maintained at the option of each Borrower unless otherwise required by the Material Project Agreements. Should the Collateral Agent choose (at the direction of the Lenders) to require pollution liability insurance at a future date, coverage with a limit commensurate with industry practice for similar operations but not less than \$1,000,000 per occurrence in the annual aggregate for property damage and bodily injury to third parties arising out of "sudden and accidental" pollution conditions as a result of Project operations for each Project. All such coverages can be included in the commercial general

liability (including wrap-up liability) and umbrellas or excess liability policies or provided under a separate pollution liability policy. Claims made coverage forms and deductibles of up to \$25,000 per occurrence are acceptable.

- (b) Off-Site Liability. It is also understood that for off-site liability, each Borrower is responsible for procuring the types of insurance required in Sections 1(d), (e), (f) (if applicable) and 2 above in accordance with standard industry practice for similar off-site operations.
- (c) Contractors and Subcontractors. Each Borrower shall use commercially reasonable efforts to require all contractors and subcontractors performing construction or operations and maintenance by and the MSA Contractor or other on-site or off-site work on their behalf, to obtain and maintain the types of insurance required in Sections 1(d), (e), (f) and 2 above in accordance with standard industry practice for similar work and operations and use commercially reasonable efforts, subject to commercial availability, to require such contractors and subcontractors to:
 - (i) name each Borrower, the Administrative Agent, the Collateral Agent and the Lenders, as additional insureds (with the exception of workers compensation and automobile liability);
 - (ii) waive rights of subrogation against each Borrower, the Administrative Agent, the Collateral Agent and the Lenders;
 - (iii) make coverage primary with respect to insurance provided for the benefit of each Borrower, the Administrative Agent, the Collateral Agent and the Lenders;
 - (iv) continue coverage in full force and effect until obligations of all contractors and subcontractors are fulfilled.

3. Special Insurance Provisions

- (a) Lender Loss Payable/Mortgagee Endorsement. All property related policies of insurance required to be maintained pursuant to Section (b) of this Schedule 5.3(h), shall name Deutsche Bank Trust Company Americas its successors and/or assigns, in its capacity as the Collateral Agent for the benefit of the Secured Creditors as the first loss payee for all losses with respect to the Projects, and be subject to a standard mortgage clause as approved by the Insurance Bureau of Canada, all as approved by the Administrative Agent (at the direction of the Lenders), approval of which shall not be unreasonably withheld.
- (b) Non-Vitiation. All property related policies of insurance required to be maintained pursuant to Section (b) of this Schedule 5.3(h) shall insure the interests of the Collateral Agent on behalf of the Lenders regardless of any breach or violation by a Borrower, their affiliates or others acting on their behalf of any warranties, declarations or conditions contained in such policies, any action or inaction, or any foreclosure relating to the Project or any change in ownership of all or any portion of the Project (the foregoing may be accomplished by the use of an approved lenders loss payable endorsement, IBC Mortgagee Clause or an approved Multiple Insureds Clause, or a combination thereof).
- (c) Additional Insured & Waiver of Subrogation. All liability insurance policies required above that are maintained by a Borrower or on their behalf shall name the Administrative

Agent, the Collateral Agent and the Lenders and their successors or assigns as additional insureds (with the exception of workers compensation and automobile liability) and all policies required above (including policies covering property damage to the Projects and excluding workers compensation and automobile liability) shall provide a waiver of subrogation in favour of the Administrative Agent, the Collateral Agent and the Lenders and their successors and assigns.

- (d) Severability of Interest, Primary and Non-Contributory. All liability policies required above (excluding workers compensation and automobile liability) that are maintained by a Borrower or on their behalf shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) shall operate in the same manner as if there were a separate policy covering each such insured. All policies required in this Schedule 5.3(h) shall acknowledge that liability for all premiums shall be the sole liability of the Borrowers and be considered primary without contribution from any other policies the Administrative Agent, the Collateral Agent or the Lenders may hold;
- (e) Notice of Cancellation. All policies of insurance required in this Schedule 5.3(h) shall provide not less than thirty (30) days written notice of cancellation to the Administrative Agent and to the Collateral Agent (with the exception of cancellation for the non-payment of premium for which statutory fifteen (15) days' notice by mail, and 5 days if hand delivered, would apply) to the extent commercially available. To the extent endorsement of the required policies to provide the required written notice of cancellation to the Administrative Agent and to the Collateral Agent is not commercially available the Borrowers shall be obligated to provide the required written notice to the Administrative Agent. The Borrowers shall be obligated to provide written notice of material change to the Administrative Agent and to the Collateral Agent unless such notice is otherwise provided by endorsement of the required policies. For the purposes of this section "materially changed" means any change that would cause the Companies to be in non-compliance with the insurance requirements of this Schedule 5.3(h).
- (f) Claims-Made Forms. If any liability insurance required under the provisions of this Schedule 5.3(h) is written on an a "claims made" basis, then such insurance shall include (i) a retroactive date (as such term is specified in each of such policies) that is no later than the Closing Date; and (ii) Each time any policy written on a "claims made" basis is not renewed or the retroactive date of such policy is to be changed, the Borrowers shall obtain or cause to be obtained for each such policy or policies the broadest extended reporting period coverage, or "tail", reasonably available in the commercial insurance market for each such policy or policies.
- (g) Other Insurance Requirements. In addition to the other requirements of this Schedule 5.3(h), the Borrowers shall obtain and maintain such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) as the Administrative Agent (at the direction of the Lenders) in consultation with the Insurance Advisor may reasonably request from time to time provided that such other insurance and amounts are then commonly insured against with respect to similar properties in similar regions with similar exposures and which are available on commercially reasonable terms.
- (h) Certification of Compliance. Each Borrower shall deliver to the Administrative Agent on or before the Closing Date and annually thereafter with respect to the renewal date of each insurance policy required to be maintained by it pursuant to this Schedule 5.3(h), certificates of insurance executed by the insurer or its duly authorized representative

indicating the types, amounts, deductibles and terms and conditions required herein, accompanied by a letter from such Borrower's insurance broker certifying to the Administrative Agent that the proposed renewal policy (or policies) satisfies the requirements of this Schedule 5.3(h), coverage is in full force and effect and all premiums then due have been paid or are not in arrears. Complete copies of any policies required pursuant to this Schedule 5.3(h) shall be supplied upon request (to the extent available at that time).

- (i) No Duty to Verify Insurance Compliance. The Administrative Agent and the Collateral Agent shall be entitled, upon reasonable advance notice, to review each Borrower's (or other appropriate party's) books and records regarding all insurance policies maintained with respect to the Project and such Borrower's obligations under this Schedule 5.3(h). Notwithstanding the foregoing, no provision of this Schedule 5.3(h) or any other provision of this Agreement or any other Financing Document shall impose on the Administrative Agent, the Collateral Agent or any Lender any duty or obligation to verify the existence or adequacy of the insurance coverage maintained by such Borrower, nor shall the Administrative Agent, the Collateral Agent or any Lender be responsible for any representations or warranties made by or on behalf of such Borrower or any other party to any insurance company or underwriter.
4. Waivers of Insurance Requirements. If at any time the Administrative Agent determines in its reasonable judgment (at the direction of the Lenders after consultation with the Insurance Advisor) that any insurance (including the limits or deductibles thereof) required to be maintained by this Schedule 5.3(h) is not available on commercially reasonable terms due to prevailing conditions in the commercial insurance market at such time, then upon the written request of the Borrowers together with a written report of the Borrowers' insurance broker or another independent insurance broker of nationally recognized standing in the insurance industry (i) certifying that such insurance is not available on commercially reasonable terms (and, in any case where the required maximum coverage is not reasonably available, certifying as to the maximum amount which is so available), (ii) explaining in detail the basis for such broker's conclusions and (iii) containing such other information as the Administrative Agent (at the direction of the Lenders) or the Insurance Advisor may reasonably request, the Administrative Agent may (at the direction of the Lenders after consultation with the Insurance Advisor) temporarily waive such requirement; provided, however, that the Administrative Agent may (at the direction of the Lenders) decline to waive any such insurance requirement unless the consent of the Majority Lenders is first obtained. At any time after the granting of any temporary waiver pursuant to this Section 3, but not more than once in any year, the Administrative Agent may request (at the direction of the Lenders), and the Borrowers shall furnish to the Administrative Agent within thirty (30) days after such request, an updated insurance report reasonably acceptable to the Administrative Agent (at the direction of the Lenders) and the Insurance Advisor from the Borrowers' independent insurance broker. Any waiver granted pursuant to this Schedule 5.3(h) shall expire, without further action by any party, immediately upon (A) such waived insurance requirement becoming available on commercially reasonable terms, as reasonably determined by the Administrative Agent (at the direction of the Lenders in consultation with the Insurance Advisor) or (B) failure of the Borrowers to deliver an updated insurance report pursuant to clause (ii) above.

SCHEDULE 5.3(I)

FORM OF INSURANCE ADVISOR CERTIFICATE

Dated as of [■]

Deutsche Bank Trust Company Americas
as Administrative Agent
Trust and Agency Services
60 Wall Street, 16th Floor
MS: NYC60 – 1630
New York, NY 10005

- and –

Deutsche Bank Securities Inc.
as Technical Agent
60 Wall Street
New York, NY 10005

- and -

The Lenders (as defined below)

Re: GSC Solar Fund I LP and GSC Solar Fund II LP

Ladies and Gentlemen:

The undersigned, a duly authorized officer of **[In Tech Risk Management Inc.]** (the “**Insurance Advisor**”), hereby provides this letter to you in accordance with the second amended and restated credit agreement dated as of June 29, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent (the “**Collateral Agent**”), and the financial institutions from time to time parties thereto as lenders (the “**Lenders**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The Insurance Advisor acknowledges that, pursuant to the Credit Agreement, the Administrative Agent, the Collateral Agent and the Lenders will be relying on this certificate. The Insurance Advisor has reviewed Section 5.3(h) and Schedule 5.3(h) of the Credit Agreement and is familiar with the insurance requirements stated therein. It is the Insurance Advisor’s opinion that the types and amounts of insurance required by Section 5.3(h) and Schedule 5.3(h) of the Credit Agreement (the “**Insurance Requirements**”) are reasonable and adequate for projects of the size and scope of the [■] Projects.

The Insurance Advisor has also been provided the insurance broker’s certificate (Exhibit A), dated [■], 2023, delivered by **[Hugh Wood Canada Ltd.]** (the “**Insurance Broker**”), reflecting the insurance currently in force covering the [■] Projects and premium payment status for such insurance. The Insurance Consultant has compared the insurance information and representations provided and/or evidenced by the Insurance Broker on behalf of the Borrowers to the Insurance Requirements. Based upon such review and comparison, it is the Insurance Consultant’s opinion that such insurance coverage

evidenced by the Insurance Broker provides the types and the necessary limits (where specified) as is required by the Insurance Requirements, and is considered to be consistent with industry standards for providing evidence that such insurance is in full force and effect and materially complies with the Insurance Requirements.

This letter is not to be construed as legal advice or a legal opinion, nor shall any statement made herein be deemed to be relied upon as legal advice. This letter is not to be deemed as a warranty or guaranty that the insurance currently in force or required to be in full force will remain in full force and effect.

This letter may be relied upon by, and is delivered solely for the use of the Administrative Agent, Collateral Agent, the Lenders and the other secured parties under the Credit Agreement, in each case, including their successors and assigns.

IN WITNESS WHEREOF, this Insurance Advisor's Closing Certificate has been duly executed and delivered as of the date first set forth above.

Respectfully submitted,

[IN-TECH RISK MANAGEMENT INC.]

By: _____

Name:

Title:

**EXHIBIT A TO INSURANCE ADVISOR CERTIFICATE
LETTER**

See attached.

SCHEDULE 5.5(G)**PROJECT APPROVALS**

None.

SCHEDULE 6
FORM OF DISBURSEMENT CERTIFICATE²

Date of this Disbursement Certificate: _____³
 Date of the Withdrawal (as defined below): _____

To: **[The Bank of Nova Scotia]**, as Account Bank

[VIA FAX or VIA ELECTRONIC MAIL TO: [insert email address]]

[address]

RE: GSC SOLAR FUND I LP and GSC SOLAR FUND I LP (the “Borrowers”)

This Disbursement Certificate is delivered to you pursuant to the Accounts Agreement (Without Trigger) (the “**Accounts Agreement**”) dated as of June 29, 2023, between, among others, the Borrowers and Deutsche Bank Trust Company Americas, in its capacity as administrative agent for and on behalf of the Lenders (in such capacity, the “**Administrative Agent**”).

Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Accounts Agreement.

The undersigned hereby requests the sums indicated below (the “**Withdrawal**”) be paid or transferred to and from the applicable **[Construction/Loss Proceeds]** Accounts as set forth below.

Account #: **[■]**

Details of the Withdrawal Requested: **[■]**

Amount of Withdrawal: **[■]**

Date Withdrawal to be made: **[■]**

Priority Instructions for Withdrawal Request: **[■]**

Account Transfer Information: **[■]**

² Certificate should be completed by Borrower and delivered to each Agent for review no later than five Banking Days prior to the requested withdrawal date pursuant to the Accounts Agreement.

³ Certificate should be signed by the Borrower, countersigned by the Administrative Agent and delivered to Account Bank no later than two Banking Days prior to the withdrawal date to which this certificate relates pursuant to the Accounts Agreement.

Dated as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

OR

GSC SOLAR FUND II LP, by its general partner, GSC SOLAR FUND II GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Approved by the Administrative Agent this _____ day of _____, 20__

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**, as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 6.1(B)**ORGANIZATIONAL STRUCTURE****LEGAL NAMES**

	Legal Name	Type of Entity	Jurisdiction of Formation
1.	2406039 Ontario Inc.	Corporation	Ontario
2.	Sustainable Power Ventures LLC	LLC	Delaware
3.	2245073 Ontario Inc.	Corporation	Ontario
4.	2246253 Ontario Inc.	Corporation	Ontario
5.	2377512 Ontario Inc.	Corporation	Ontario
6.	2410089 Ontario Inc.	Corporation	Ontario
7.	2410581 Ontario Limited	Corporation	Ontario
8.	2416428 Ontario Inc.	Corporation	Ontario
9.	2421907 Ontario Limited	Corporation	Ontario
10.	2422500 Ontario Inc.	Corporation	Ontario
11.	2428760 Ontario Inc.	Corporation	Ontario
12.	Biidaaske Inc.	Corporation	Ontario
13.	Celeste Solar GP Inc.	Corporation	Ontario
14.	Celeste Solar LP	Limited Partnership	Ontario
15.	CEW L3V Solar III Limited Partnership	Limited Partnership	Ontario
16.	Chi Biidaaske Inc.	Corporation	Ontario
17.	Chippewas of the Thames Development Corporation	Corporation	Canada (Federal)
18.	Cleave Energy Holdings Ltd.	Corporation	Canada (Federal)
19.	Corporation of the Township of Val Rita Harty	Municipality	Ontario
20.	Gengrowth Energy LP	Limited Partnership	Ontario
21.	Grasshopper Solar Corporation	Corporation	Ontario
22.	Grasshopper Solar FIT Projects Inc.	Corporation	Ontario
23.	Greenlife Co-operative Inc.	Corporation (co-operative with share capital)	Ontario
24.	GSC Gengrowth GP Inc.	Corporation	Ontario
25.	GSC GP Holdco Inc.	Corporation	Ontario
26.	GSC Solar Fund I GP Inc.	Corporation	Ontario
27.	GSC Solar Fund I Inc.	Corporation	Ontario

	Legal Name	Type of Entity	Jurisdiction of Formation
28.	GSC Solar Fund I LP	Limited Partnership	Ontario
29.	GSC Solar Fund II GP Inc.	Corporation	Ontario
30.	GSC Solar Fund II LP	Limited Partnership	Ontario
31.	GSC Solar Leasing GP Inc.	Corporation	Ontario
32.	GSC Solar Leasing II GP Inc.	Limited Partnership	Ontario
33.	GSC Solar Leasing II LP	Limited Partnership	Ontario
34.	GSC Solar Leasing LP	Limited Partnership	Ontario
35.	GSC Southlake Solar GP Inc.	Corporation	Ontario
36.	GSC Southlake Solar LP	Limited Partnership	Ontario
37.	GSC SPN 4 Projects GP Inc.	Corporation	Ontario
38.	GSC SPN 4 Projects LP	Limited Partnership	Ontario
39.	HIAH Economic Dev LP	Limited Partnership	Ontario
40.	Howard Avenue Solar Inc.	Corporation	Ontario
41.	ICM Realty Group Solar 2013 Inc.	Corporation	Alberta
42.	LDREC SPN LP	Limited Partnership	Ontario
43.	London District Renewable Energy Co-operative Inc.	Corporation (co-operative with share capital)	Ontario
44.	Marina Del Rey Solar Inc.	Corporation	Ontario
45.	McLevin Avenue Solar Inc.	Corporation	Ontario
46.	Nipissing Solar (SPN) LP	Limited Partnership	Ontario
47.	Solar Power Network 001 Inc.	Corporation	Ontario
48.	Solar Power Network 003 Inc.	Corporation	Ontario
49.	Solar Power Network 006 Inc.	Corporation	Ontario
50.	Solar Power Network 007 Inc.	Corporation	Ontario
51.	Solar Power Network 009 Inc.	Corporation	Ontario
52.	Southlake Regional Health Center	Hospital	Ontario
53.	SPN LP 1	Limited Partnership	Ontario
54.	SPN LP 3	Limited Partnership	Ontario
55.	SPN LP 4	Limited Partnership	Ontario
56.	SPN LP 5	Limited Partnership	Ontario
57.	SPN LP 10	Limited Partnership	Ontario
58.	SPN LP 14	Limited Partnership	Ontario
59.	SPN LP 15	Limited Partnership	Ontario
60.	Structural Tech Corporation Ltd.	Corporation	Ontario

	Legal Name	Type of Entity	Jurisdiction of Formation
61.	Sunvie Renewable Energy Co-operative Inc.	Corporation (co-operative with share capital)	Ontario
62.	Wikwemikong Renewable Energy Limited Partnership	Limited Partnership	Ontario
63.	Rising Sun Community Power Corp.	Corporation	Ontario
64.	Ryde Community Co-operative Inc.	Corporation (co-operative with share capital)	Ontario
65.	HSSW Limited Partnership	Limited Partnership	Ontario
66.	FIT Solar GP 1 Inc.	Corporation	Ontario
67.	HSSW Property LP	Limited Partnership	Ontario
68.	HSSW Property GP Inc.	Corporation	Ontario
69.	GSC FIT 4.2 LP	Limited Partnership	Ontario
70.	GSC FIT 4.2 GP Inc.	Corporation	Ontario
71.	GreenLife Solar Projects Inc.	Corporation	Canada
72.	GSC GreenLife Projects LP	Limited Partnership	Ontario
73.	GSC GreenLife Projects GP Inc.	Corporation	Ontario

PRIOR ORGANIZATIONAL NAMES

Current Legal Name	Prior Legal Name
Marina Del Rey Solar Inc.	Ecclestone Drive Solar Inc.
CEW L3V Solar III Limited Partnership	CEW L3V Solar III
HSSW Limited Partnership	Conergy 1 LP

REGISTERED OFFICES

	Company	Registered Office Address
1.	2406039 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
2.	Sustainable Power Ventures LLC	c/o EEC WC Funding, LLC, 33 S. Broadway, Yonkers, NY 10701
3.	2245073 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
4.	2246253 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
5.	2377512 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
6.	2410089 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
7.	2410581 Ontario Limited	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9

	Company	Registered Office Address
8.	2416428 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
9.	2421907 Ontario Limited	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
10.	2422500 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
11.	2428760 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
12.	Biidaaske Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
13.	Celeste Solar GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
14.	Celeste Solar LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
15.	CEW L3V Solar III Limited Partnership	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
16.	Chi Biidaaske Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
17.	Chippewas of the Thames Development Corporation	R R 1, Muncey, Ontario, N0L 1Y0
18.	Cleave Energy Holdings Ltd.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
19.	Corporation of the Township of Val Rita Harty	2 De L'eglise Avenue, Box 100, Val Rita, ON P0L 2G0
20.	Gengrowth Energy LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
21.	Grasshopper Solar Corporation	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
22.	Grasshopper Solar FIT Projects Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
23.	Greenlife Co-operative Inc.	215 Spadina Avenue, Suite 416, Toronto, ON M5T 2C7
24.	GSC Gengrowth GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
25.	GSC GP Holdco Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
26.	GSC Solar Fund I GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
27.	GSC Solar Fund I Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
28.	GSC Solar Fund I LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
29.	GSC Solar Fund II GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
30.	GSC Solar Fund II LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
31.	GSC Solar Leasing GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
32.	GSC Solar Leasing LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
33.	GSC Solar Leasing II GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
34.	GSC Solar Leasing II LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
35.	GSC Southlake Solar LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
36.	GSC Southlake Solar GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
37.	GSC SPN 4 Projects GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
38.	GSC SPN 4 Projects LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
39.	HIAH Economic Dev LP	53 Hwy 551, M'Chigeeng, ON P0P 1G0

	Company	Registered Office Address
40.	Howard Avenue Solar Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
41.	ICM Realty Group Solar 2013 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
42.	LDREC SPN LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
43.	London District Renewable Energy Co-operative Inc.	192 Dundas Street, 2 nd Floor, London, ON N6A 1G7
44.	Marina Del Rey Solar Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
45.	McLevin Avenue Solar Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
46.	Nipissing Solar (SPN) LP	36 Semo Road, Garden Village, ON P2B 3K2
47.	Solar Power Network 001 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
48.	Solar Power Network 003 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
49.	Solar Power Network 006 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
50.	Solar Power Network 007 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
51.	Solar Power Network 009 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
52.	Southlake Regional Health Center	596 Davis Drive, Newmarket, ON L3Y 2P9
53.	SPN LP 1	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
54.	SPN LP 3	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
55.	SPN LP 4	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
56.	SPN LP 5	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
57.	SPN LP 10	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
58.	SPN LP 14	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
59.	SPN LP 15	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
60.	Structural Tech Corporation Ltd.	1000 Degurse Drive, Sarnia, ON N7T 7H5
61.	Sunvie Renewable Energy Co-operative	42 Wellington Street East, 4 th Floor, Toronto, ON M5E 1C7
62.	Wikwemikong Renewable Energy Limited Partnership	2012 Wikwemikong Way, Wikwemikong, ON P0P 2J0
63.	Rising Sun Community Power Corp.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
64.	Ryde Community Co-operative Inc.	1624 Barkway Road, Gravenhurst, ON P1P 1R3
65.	HSSW Limited Partnership	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
66.	FIT Solar GP 1 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
67.	HSSW Property LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
68.	HSSW Property GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
69.	GSC FIT 4.2 LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9

	Company	Registered Office Address
70.	GSC FIT 4.2 GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
71.	GreenLife Solar Projects Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
72.	GSC GreenLife Projects LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
73.	GSC GreenLife Projects GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9

OTHER PLACES OF BUSINESS

	Company	Address
1.	2406039 Ontario Inc.	None
2.	Sustainable Power Ventures LLC	None
3.	2245073 Ontario Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
4.	2246253 Ontario Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
5.	2377512 Ontario Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
6.	2410089 Ontario Inc.	None.
7.	2410581 Ontario Limited	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
8.	2416428 Ontario Inc.	None.
9.	2421907 Ontario Limited	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
10.	2422500 Ontario Inc.	None.
11.	2428760 Ontario Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
12.	Biidaaske Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
13.	Celeste Solar GP Inc.	None
14.	Celeste Solar LP	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
15.	CEW L3V Solar III Limited Partnership	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
16.	Chi Biidaaske Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
17.	Chippewas of the Thames Development Corporation	None
18.	Cleave Energy Holdings Ltd.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2

	Company	Address
19.	Corporation of the Township of Val Rita Harty	None
20.	Gengrowth Energy LP	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
21.	Grasshopper Solar Corporation	None
22.	Grasshopper Solar FIT Projects Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
23.	Greenlife Co-operative Inc.	None.
24.	GSC Gengrowth GP Inc.	None
25.	GSC GP Holdco Inc.	None.
26.	GSC Solar Fund I GP Inc.	None.
27.	GSC Solar Fund I Inc.	None.
28.	GSC Solar Fund I LP	None.
29.	GSC Solar Fund II GP Inc.	None.
30.	GSC Solar Fund II LP	The locations of the facilities pertaining to this entity listed on Schedule 2
31.	GSC Solar Leasing GP Inc.	None.
32.	GSC Solar Leasing LP	The locations of the facilities pertaining to this entity listed on Schedule 2
33.	GSC Solar Leasing II GP Inc.	None
34.	GSC Solar Leasing II LP	The locations of the facilities pertaining to this entity listed on Schedule 2
35.	GSC Southlake Solar LP	The locations of the facilities pertaining to this entity listed on Schedule 2
36.	GSC Southlake Solar GP Inc.	None
37.	GSC SPN 4 Projects GP Inc.	None
38.	GSC SPN 4 Projects LP	The locations of the facilities pertaining to this entity listed on Schedule 2
39.	HIAH Economic Dev LP	None.
40.	Howard Avenue Solar Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
41.	ICM Realty Group Solar 2013 Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
42.	LDREC SPN LP	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
43.	London District Renewable Energy Co-operative Inc.	None.
44.	Marina Del Rey Solar Inc.	None.
45.	McLevin Avenue Solar Inc.	None.

	Company	Address
46.	Nipissing Solar (SPN) LP	None.
47.	Solar Power Network 001 Inc.	None.
48.	Solar Power Network 003 Inc.	None.
49.	Solar Power Network 006 Inc.	None
50.	Solar Power Network 007 Inc.	None.
51.	Solar Power Network 009 Inc.	None.
52.	Southlake Regional Health Centre	None.
53.	SPN LP 1	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
54.	SPN LP 3	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
55.	SPN LP 4	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
56.	SPN LP 5	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
57.	SPN LP 10	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
58.	SPN LP 14	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
59.	SPN LP 15	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
60.	Structural Tech Corporation Ltd.	None.
61.	Sunvie Renewable Energy Co-operative	None
62.	Wikwemikong Renewable Energy Limited Partnership	None.
63.	Rising Sun Community Power Corp.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
64.	Ryde Community Co-operative Inc.	None
65.	HSSW Limited Partnership	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
66.	FIT Solar GP 1 Inc.	None
67.	HSSW Property LP	None
68.	HSSW Property GP Inc.	None
69.	GSC FIT 4.2 LP	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
70.	GSC FIT 4.2 GP Inc.	None
71.	GreenLife Solar Projects Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2

	Company	Address
72.	GSC GreenLife Projects LP	None
73.	GSC GreenLife Projects GP Inc.	None

OWNERSHIP INTEREST IN EACH OF THE PROJECTS

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
2245073 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	COM-39	1,934,055.712 Common Shares
2246253 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	COM-39	1,934,055.712 Common Shares
2377512 Ontario Inc.	Unlimited Class A Voting Common Shares Unlimited Class B Voting Common Shares Unlimited Class A Special Shares Unlimited Class B Special Shares	2410089 Ontario Inc.	CA-2R CA-4R	75 Class A Voting Common Shares 25 Class A Voting Common Shares
2410089 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100 Common Shares
2410581 Ontario Limited	Unlimited Number of Special Shares with no par value Unlimited Number of Common Shares with no par value	2416428 Ontario Inc.	C-2R C-4	75 Common Shares 25 Common Shares
2416428 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100 Common Shares
2421907 Ontario Limited	Unlimited number of Class A Common Shares (Voting) Unlimited number of Class B Common Shares (Non-Voting) Unlimited number of Class C Common Shares (Non-Voting) Unlimited number of Class D Preference Shares (Non-Voting) Unlimited number of Class E Preference Shares (Non-Voting)	Cleave Energy Holdings Ltd.	1ACOM 1DPRF	100 Class A Common 1,000 Class D Preference
2422500 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100 Common Shares
2428760 Ontario Inc.	Unlimited number of Common Shares	2422500 Ontario Inc.	COM-2R COM-4	75 Common Shares 25 Common Shares

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
CEW L3V Solar III Limited Partnership	Class A Units (Non-Voting) and Class B Units (Voting)	Wikwemikong Renewable Energy Limited Partnership	A-2	1,725 Class A Units
		GSC Solar Fund I LP	A-4	8,275 Class A Units
		Marina Del Rey Solar Inc.	B-2	100 Class B Units
Chi Biidaaske Inc.	Unlimited number of Common Shares	Structural Tech Corporation Ltd.	COM-2	51 Common Shares
		GSC Solar Fund I LP	COM-6	49 Common Shares
Cleave Energy Holdings Ltd.	Unlimited number of Class A Shares (Voting) Unlimited number of Class B Shares (Non-Voting)	GSC Solar Fund II LP	A-3	200 Class A Shares
Grasshopper Solar FIT Projects Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-007	85,000 Common Shares
GSC Solar Fund I GP Inc.	Unlimited number of Common Shares	GSC GP Holdco Inc.	C-1	100 Common Shares
GSC Solar Fund I LP	LP Units and one General Partner Unit	GSC Solar Fund I Inc.	1 and 2	1 and 999 LP Units
		GSC Solar Fund I GP Inc.	GP-1	1 General Partner Unit
GSC Solar Fund II GP Inc.	Unlimited number of Common Shares	GSC GP Holdco Inc.	C-1	100 Common Shares
GSC Solar Fund II LP	Unlimited number of Units	GSC Solar Fund I Inc.	1, 2, 3, 4, 5, 6, 7	7 Unit
		GSC Solar Fund II GP Inc.	GP-1	1 General Partner Unit
GSC Solar Leasing GP Inc.	Unlimited number of Common Shares	GSC GP Holdco Inc.	C-2	100 Common Shares
GSC Solar Leasing LP	Percentage Interest: 99.99% to Limited Partners and 0.01% to General Partner	GSC Solar Leasing GP Inc.	LP-3R	0.01%
		GSC Solar Fund I LP	LP-5	99.99%
Howard Avenue Solar Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100 Common Shares
ICM Realty Group Solar 2013 Inc.	Unlimited number of Common Shares	McLevin Avenue Solar Inc.	C-1	85 Common Shares
			C-3	15 Common Shares

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
LDREC SPN LP	Class A Units (Non-Voting) and Class B Units (Voting)	GSC Solar Fund I LP GSC Solar Fund I LP London District Renewable Energy Co-operative Inc. London District Renewable Energy Co-operative Inc. Solar Power Network 003 Inc. Solar Power Network 003 Inc.	A-5 B-5 A-1R B-2R A-3R B-3R	4,998 Class A Units 5,001 Class B Units 5,001 Class A Units 4,998 Class B Units 1 Class A Unit 1 Class B Unit
Marina Del Rey Solar Inc.	Unlimited number of Common Shares	GSC Solar Fund I GP Inc.	C-3	100 Common Shares
McLevin Avenue Solar Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100 Common Shares
Solar Power Network 001 Inc.	Unlimited number of Common Shares	GSC Solar Fund I GP Inc.	C-3	1 Common Share
Solar Power Network 003 Inc.	Unlimited number of Common Shares	GSC Solar Fund I GP Inc.	C-3	1 Common Share
Solar Power Network 009 Inc.	Unlimited number of Common Shares	GSC Solar Fund I GP Inc.	C-2	1 Common Share
SPN LP 1	Class A Units (Non-Voting) and Class B Units (Voting)	GSC Solar Fund I LP GSC Solar Fund I LP Nipissing Solar (SPN) LP Solar Power Network 009 Inc.	3A 5B A2-R A-4	8,499 Class A Units 1,100,559 Class B Units 1,500 Class A Units 1 Class A Unit

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
SPN LP 3	Class A1 Units, Class A2 Units (Non-Voting) and Class B Units (Voting)	GSC Solar Fund I LP	A 2-3	4,998 Class A2 Units
		GSC Solar Fund I LP	B-5	5,099 Class B Units
		HIAH Economic Dev LP	A1-1	5,001 Class A1 Units
		HIAH Economic Dev LP	B-4	4,900 Class B Units
		Solar Power Network 001 Inc.	A2-2	1 Class A2 Unit
		Solar Power Network 001 Inc.	B-3	1 Class B Unit
SPN LP 4	Class A Units (Voting) and Class B Units (Non-Voting)	GSC Solar Fund I LP	3A	8,499 Class A Units
		GSC Solar Fund I LP	5B	1,912,068 Class B Units
		Nipissing Solar (SPN) LP	A-2R	1,500 Class A Units
		Solar Power Network 009 Inc.	A-4	1 Class A Unit
SPN LP 5	Class A Units (Voting) and Class B Units (Non-Voting)	GSC Solar Fund I LP	3A	8,499 Class A Units
		GSC Solar Fund I LP	5B	99,796 Class B Units
		Nipissing Solar (SPN) LP	A-2R	1,500 Class A Units
		Solar Power Network 009 Inc.	A-4	1 Class A Unit
Biidaaske Inc.	Unlimited number of Common Shares	Structural Tech Corporation Ltd.	COM-2	51 Common Shares
		GSC Solar Fund II LP	COM-3	24 Common Shares
		GSC Solar Fund II LP	COM-6	25 Common Shares
Celeste Solar GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II LP	C-2	100 Common Shares

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
Celeste Solar LP	Class A Units (Voting) and Class B Units (Non-Voting)	GSC Solar Fund II LP	CA-7 CB-6	2,600 Class A Units 2,500 Class B Units
		GSC Solar Fund II LP	CA-6 CB-5	2,500 Class A Units 2,400 Class B Units
		Celeste Solar GP Inc	CA-4	20 Class A Units
		Chippewas of the Thames Development Corporation	CA-1 CB-1	5,000 Class A Units 5,100 Class B Units
Gengrowth Energy LP	Unlimited number of Class A Units (Limited Partner) One General Partner Unit	GSC Solar Fund II LP	No. 19	23,900 Class A Units
		GSC Gengrowth GP Inc.	GP-1	General Partner Interest
		GSC Solar Fund II LP	No. 21	25,100 Class A Units
		Structural Tech Corporation Ltd.	No. 16-R	51,000 Class A Units
GSC Gengrowth GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	COM-2	100 Common Shares
GSC Solar Leasing II GP Inc.	Unlimited number of Common Shares	GSC GP Holdco Inc.	C-1	100 Common Shares
GSC Solar Leasing II LP	Percentage Interest: 99% to Limited Partnership and 0.01% to General Partner	GSC Solar Leasing II GP Inc.	GP-1	1 General Partner Unit
		GSC Solar Fund II LP	2	1 Unit
		GSC Solar Fund II LP	4	1 Unit
GSC SPN 4 Projects GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	C-3	100 Common Shares
GSC SPN 4 Projects LP	Unlimited number of Units	GSC SPN 4 Projects GP Inc.	GP-1	1 General Partner Unit
		GSC Solar Fund II LP	3	1 Unit
Solar Power Network 007 Inc.	Unlimited number of Common Shares	GSC SPN 4 Projects GP Inc.	C-4	1 Common Share
SPN LP 14	One General Partner Unit and 4 Units	Solar Power Network 007 Inc.	2	1 General Partner Unit
		GSC SPN 4 Projects LP	4	3 Units

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
		GSC SPN 4 Projects LP	5	1 Unit
SPN LP 15	One General Partner Unit and 4 Units	Solar Power Network 007 Inc.	2	1 General Partner Unit
		GSC SPN 4 Projects LP	4	3 Units
		GSC SPN 4 Projects LP	5	1 Unit
Rising Sun Community Power Corp.	Unlimited number of Common Shares	Ryde Community Co-Operative Inc.	C-1	15 Common Shares
		GSC Solar Fund II LP	C-4	85 Common Shares
GSC Southlake Solar GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	C-3	100 Common Shares
GSC Southlake Solar LP	1 Class A Unit, 1 Class B Unit, and 1 Class C Unit	GSC Southlake Solar GP Inc.	A-1	1 Class A Unit
		Southlake Regional Health Centre	B-1	1 Class B Unit
		GSC Solar Fund II LP	C-3	1 Class C Unit
HSSW Limited Partnership	Unlimited number of Class A Units; unlimited number of Class B and one Class C Unit	Corporation of the Township of Val-Rita Harty	A-2	501 Class A Units
		GSC FIT 4.2 LP	A-11	499 Class A Units
		Corporation of the Township of Val-Rita Harty	B-2	499 Class B Units
		GSC FIT 4.2. LP	B-6	501 Class B Units
		FIT Solar GP 1 Inc.	C-1(R)	1 Class C Unit
FIT Solar GP 1 Inc.	Unlimited number of Class A shares, without nominal or par value; unlimited of Class B shares, without nominal or par value; and unlimited number of common shares, without nominal or par value.	GSC FIT 4.2. GP Inc.	C-4	100 Common Shares
HSSW Property LP	Unlimited number of Units	HSSW Property GP Inc.	1	1 Unit
		GSC FIT 4.2 LP	8	9,999 Units

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
HSSW Property GP Inc.	Unlimited number of Common Shares	GSC FIT 4.2 GP Inc.	C-3	2,000 Common Shares
GSC FIT 4.2 LP	Unlimited number of Units	GSC Solar Fund II LP GSC FIT 4.2 GP Inc.	2 GP-1	1 Unit 1 General Partner Unit
GSC FIT 4.2 GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	C-2	100 Common Shares
GreenLife Solar Projects Inc.	Unlimited number of Common Shares	Greenlife Cooperative Inc. GSC GreenLife Projects LP	C-1 C-9	5,010 Common Shares 4,490 Common Shares
GSC GreenLife Projects LP	Unlimited number of Units and 1 General Partner Unit	GSC Solar Fund II LP GSC Greenlife Projects GP Inc.	1 GP-1	1 Unit 1 General Partner Unit
GSC GreenLife Projects GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	C-1	100 Common Shares
Solar Power Network 006 Inc.	Unlimited number of Common Shares	GSC SPN 4 Projects GP Inc.	C-2	100 Common Shares
SPN LP 10	Unlimited number of Units (A, B, and C)	Solar Power Network 006 Inc. Solar Power Network 006 Inc. GSC SPN 4 Projects LP GSC SPN 4 Projects LP Sunvie Renewable Energy Co-operative Inc.	1A-R 1B-R 4A 4B 3A-R	1 Class A Unit 1 Class B Unit 4,998 Class A Units 5,099 Class B Units 5,001 Class A Units

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
		Sunvie Renewable Energy Co-operative Inc.	3B-R	4,900 Class B Units

LOCATION OF REAL PROPERTY COLLATERAL AND TANGIBLE PERSONAL PROPERTY

Real Property

Obligor	Location of Real Property
2245073 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2246253 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2377512 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2410581 Ontario Limited	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2421907 Ontario Limited	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2428760 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Celeste Solar LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
CEW L3V Solar III Limited Partnership	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Chi Biidaaske Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Cleave Energy Holdings Ltd.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Gengrowth Energy LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Grasshopper Solar FIT Projects Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
GSC Solar Leasing LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
GSC Southlake Solar LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
GSC SPN 4 Projects LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Howard Avenue Solar Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2

Obligor	Location of Real Property
ICM Realty Group Solar 2013 Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2-
LDREC SPN LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
SPN LP 1	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
SPN LP 3	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
SPN LP 4	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
SPN LP 5	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Rising Sun Community Power Corp.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
HSSW Limited Partnership	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
GSC FIT 4.2 LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Greenlife Solar Projects Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2

Tangible Personal Property

Obligor	Location of Personal Property	Jurisdiction
2245073 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
2246253 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
2377512 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
2410089 Ontario Inc.	The registered office address noted above.	Ontario
2410581 Ontario Limited	The registered office address noted above with respect to this entity and the location(s) of the	Ontario

Obligor	Location of Personal Property	Jurisdiction
	facility(ies) pertaining to this entity listed on Schedule 2	
2416428 Ontario Inc.	The registered office address noted above.	Ontario
2421907 Ontario Limited	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
2422500 Ontario Inc.	The registered office address noted above.	Ontario
2428760 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Biidaaske Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Celeste Solar GP Inc.	The registered office address noted above.	Ontario
Celeste Solar LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
CEW L3V Solar III Limited Partnership	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2.	Ontario
Chi Biidaaske Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Cleave Energy Holdings Ltd.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Gengrowth Energy LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Grasshopper Solar Corporation	The registered office address noted above.	Ontario
Grasshopper Solar FIT Projects Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
GSC Gengrowth GP Inc.	The registered office address noted above.	Ontario
GSC GP Holdco Inc.	The registered office address noted above.	Ontario
GSC Solar Fund I GP Inc.	The registered office address noted above.	Ontario

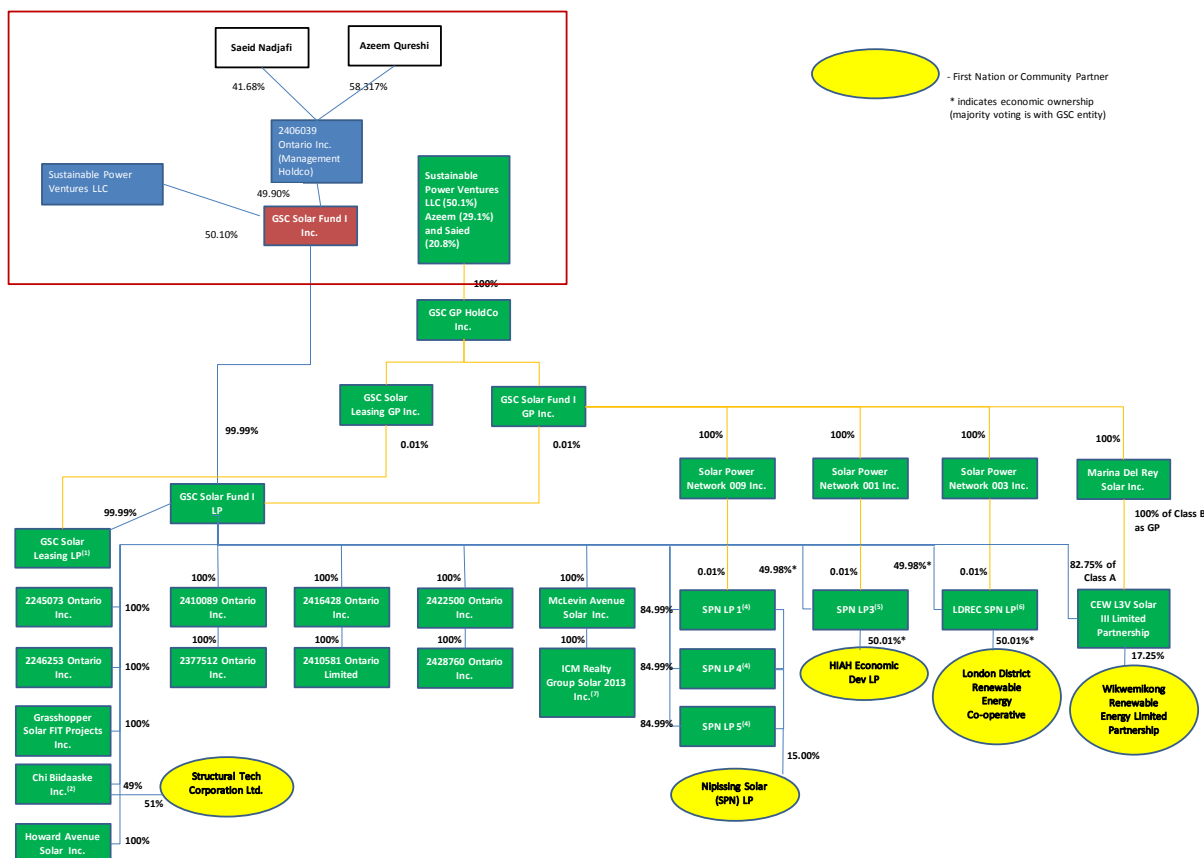
Obligor	Location of Personal Property	Jurisdiction
GSC Solar Fund I Inc.	The registered office address noted above.	Ontario
GSC Solar Fund I LP	The registered office address noted above.	Ontario
GSC Solar Fund II GP Inc.	The registered office address noted above.	Ontario
GSC Solar Fund II LP	The registered office address noted above.	Ontario
GSC Solar Leasing GP Inc.	The registered office address noted above.	Ontario
GSC Solar Leasing LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
GSC Solar Leasing II GP Inc.	The registered office address noted above.	Ontario
GSC Solar Leasing II LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
GSC Southlake Solar LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
GSC Southlake Solar GP Inc.	The registered office address noted above.	Ontario
GSC SPN 4 Projects GP Inc.	The registered office address noted above.	Ontario
GSC SPN 4 Projects LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Howard Avenue Solar Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
ICM Realty Group Solar 2013 Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
LDREC SPN LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Marina Del Rey Solar Inc.	The registered office address noted above.	Ontario
McLevin Avenue Solar Inc.	The registered office address noted above.	Ontario
Solar Power Network 001 Inc.	The registered office address noted above.	Ontario
Solar Power Network 003 Inc.	The registered office address noted above.	Ontario
Solar Power Network 006 Inc.	The registered office address noted above.	Ontario
Solar Power Network 007 Inc.	The registered office address noted above.	Ontario

Obligor	Location of Personal Property	Jurisdiction
Solar Power Network 009 Inc.	The registered office address noted above.	Ontario
SPN LP 1	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 3	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 4	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 5	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 10	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 14	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 15	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Rising Sun Community Power Corp.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
HSSW Limited Partnership	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
FIT Solar GP 1 Inc.	The registered office address noted above.	Ontario
HSSW Property LP	The registered office address noted above.	Ontario
HSSW Property GP Inc.	The registered office address noted above.	Ontario
GSC FIT 4.2 LP	The registered office address noted above.	Ontario
GSC FIT 4.2 GP Inc.	The registered office address noted above.	Ontario
GreenLife Solar Projects Inc.	The registered office address noted above with respect to this entity and the location(s) of the	Ontario

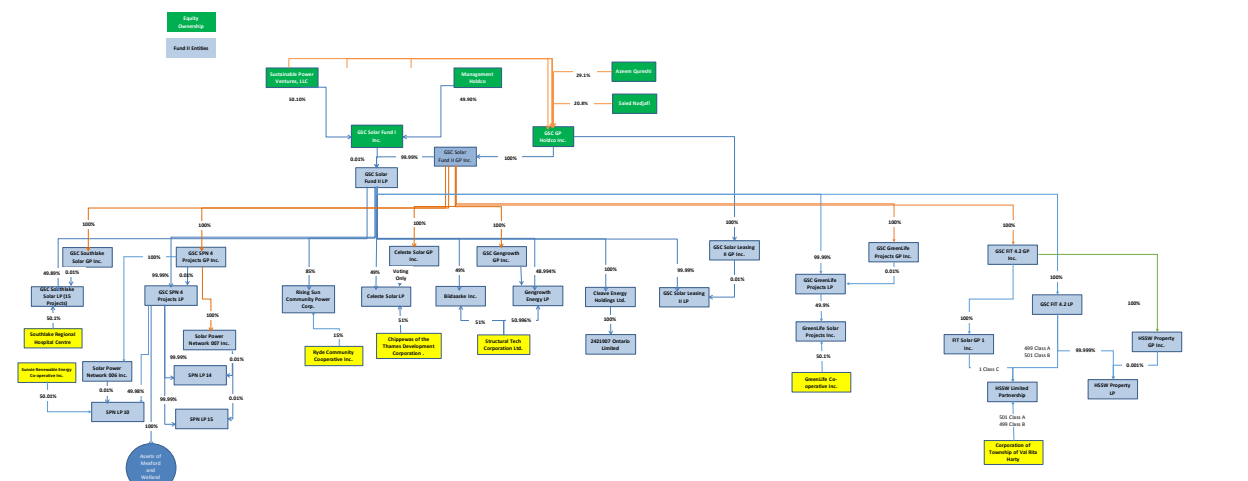
Obligor	Location of Personal Property	Jurisdiction
	facility(ies) pertaining to this entity listed on Schedule 2	
GSC GreenLife Projects LP	The registered office address noted above.	Ontario
GSC GreenLife Projects GP Inc.	The registered office address noted above.	Ontario

ORGANIZATIONAL CHARTS

GSC SOLAR FUND I LP



GSC SOLAR FUND II LP



SCHEDULE 6.1(I)**PERMITTED DEBT**

1. The loan agreement between SPN LP 1, as Borrower, and Solar Power Network 009 Inc., as General Partner and an Obligor, and NFN Solar GP Inc., as Lender, dated the 26 day of July, 2017 for the sum of \$186,780.00.

Current amount owing: \$161,654 as of December 31, 2022

2. The loan agreement between SPN LP 4, as Borrower, and Solar Power Network 009 Inc., as General Partner and an Obligor, and NFN Solar GP Inc., as Lender, dated the 26 day of July, 2017 for the sum of \$308,311.85.

Current amount owing: \$265,414 as of December 31, 2022

3. The loan agreement between SPN LP 5, as Borrower, and Solar Power Network 009 Inc., as General Partner and an Obligor, and NFN Solar GP Inc., as Lender, dated the 26 day of July, 2017 for the sum of \$16,299.91.

Current amount owing: \$14,820 as of December 31, 2022

SCHEDULE 6.1(K)(I)

MATERIAL PROJECT AGREEMENTS

MANAGEMENT SERVICES AGREEMENT

Amended and Restated Management Services Agreement (C&I Projects) dated as of the Closing Date.

Amended and Restated Management Services Agreement (MicroFIT Projects) dated as of the Closing Date.

Management Services Agreement (Cleave Projects) dated as of the First Restatement Date

Management and Services Agreement between HSSW Limited Partnership and HSSW Property LP, dated January 17, 2017.

MICROFIT CONTRACTS

See attached excel spreadsheet.

FIT CONTRACTS

	MUNICIPAL ADDRESS	FIT CONTRACT
1.	77 Netherby Road, Welland	FIT Contract #: F-001518-SPV-130-505 Name: 2245073 Ontario Inc. Version Number: 1.3.0 Date: 30-Sep-10
2.	129 Netherby Road, Welland	FIT Contract #: F-001519-SPV-130-505 Name: 2245073 Ontario Inc. Version Number: 1.3.0 Date: 30-Sep-10
3.	1053 Wellington Street South, Dresden	FIT Contract #: F-001338-SPV-130-505 Name: 2246253 Ontario Inc. Version Number: 1.3.0 Date: 12-Aug-10
4.	(Units 1-94) 95 Hempstead Drive, Hamilton	FIT Contract #: F-001808-SPV-130-502 Name: 2410581 Ontario Limited

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 1.5 Date: 14-Jun-11
5.	73 Mill Street, Hensall	FIT Contract #: F-001977-SPV-130-502 Name: 2428760 Ontario Inc. Version Number: 1.5 Date: 23-Jun-11
6.	20 Woodlawn Road East, Guelph	FIT Contract #: F-002234-SPV-130-502 Name: 2377512 Ontario Inc. Version Number: 1.5 Date: 7-Jul-11
7.	140 and 150 McLevin Avenue, Scarborough	FIT Contract #: F-003908-SPV-211-508 Name: ICM Realty Group Solar 2013 Inc. Version Number: 2.1 Date: 24-Sep-13
8.	120 McLevin Avenue, Scarborough	FIT Contract #: F-003904-SPV-211-508 Name: ICM Realty Group Solar 2013 Inc. Version Number: 2.1 Date: 24-Sep-13
9.	115 Saltsman Drive, Cambridge	FIT Contract #: F-003133-SPV-211-508 Name: Chi Biidaaske Inc. Version Number: 2.1 Date: 30-Jul-13
10.	195 Savannah Oaks Drive, Brantford	FIT Contract #: F-004580-SPV-301-518 Name: Chi Biidaaske Inc. Version Number: 3.0.1 Date: 28-Aug-14

	MUNICIPAL ADDRESS	FIT CONTRACT
11.	1 Maybrook Drive, Scarborough	FIT Contract #: F-004590-SPV-301-518 Name: Chi Biidaaske Inc. Version Number: 3.0.1 Date: 28-Aug-14
12.	6319 Highway 26, R.R. 2, Stayner	FIT Contract #: F-004593-SPV-301-518 Name: Chi Biidaaske Inc. Version Number: 3.0.1 Date: 28-Aug-14
13.	1479 Snow Valley Road, Barrie	FIT Contract #: F-004584-SPV-301-518 Name: Chi Biidaaske Inc. Version Number: 3.0.1 Date: 28-Aug-14
14.	100 Ironside Drive, Brampton	FIT Contract #: F-004559-SPV-301-518 Name: Grasshopper Solar FIT Projects Inc. Version Number: 3.0.1 Date: 27-Aug-14
15.	7826 Howard Avenue, McGregor	FIT Contract #: F-002374-SPV-130-502 Name: Howard Avenue Solar Inc. Version Number: 1.3 Date: 21-Jul-11
16.	4130 Bayview Avenue, Orillia	FIT Contract #: F-006274-SPV-310-528 Name: CEW L3V Solar III Limited Partnership Version Number: 3.1 Date: 23-Apr-15
17.	1295 North Service Road, Burlington	FIT Contract #: F-004606-SPV-301-518 Name: SPN LP 3

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.0.1 Date: 28-Aug-14
18.	666 Burnhamthorpe Road, Etobicoke	FIT Contract #: F-004609-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14
19.	25 Museum Dr., Orillia	FIT Contract #: F-004676-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
20.	329 Parkside Dr., Waterdown	FIT Contract #: F-004628-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14
21.	71 City View Drive, Toronto	FIT Contract #: F-004611-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14
22.	1390 Advance Road, Oakville	FIT Contract #: F-004614-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14
23.	1389 Advance Rd., Oakville	FIT Contract #: F-004627-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14

	MUNICIPAL ADDRESS	FIT CONTRACT
24.	600 Gillard St., Wallaceburg	FIT Contract #: F-004664-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
25.	196 Erie Street North, Wheatley	FIT Contract #: F-004665-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
26.	1212 North Street, Dresden	FIT Contract #: F-004666-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
27.	49 Bond Ave, Chatham	FIT Contract #: F-004674-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
28.	11 Dansk Crt, Etobicoke	FIT Contract #: F-006017-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
29.	30 Curtis Ave. North, Paris	FIT Contract #: F-006030-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
30.	2333 Wycroft Road (Units 1-12), Oakville	FIT Contract #: F-006032-SPV-310-528 Name: SPN LP 3

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.1 Date: 10-Apr-15
31.	405 Eastport Blvd, Hamilton	FIT Contract #: F-006027-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
32.	275 Victoria St., St. Marys	FIT Contract #: F-006021-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
33.	1755 Sylvestre Drive, Tecumseh	FIT Contract #: F-006328-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
34.	1724 County Rd 20, Leamington	FIT Contract #: F-006303-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
35.	54 Parkway Ave., Markham	FIT Contract #: F-004787-SPV-301-518 Name: SPN LP 5 Version Number: 3.0.1 Date: 3-Sep-14
36.	2100 Main St, Val Caron	FIT Contract #: F-004797-SPV-301-518 Name: SPN LP 4 Version Number: 3.0.1 Date: 3-Sep-14

	MUNICIPAL ADDRESS	FIT CONTRACT
37.	370 Erie St. East, Windsor	FIT Contract #: F-006319-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
38.	2627 Temple Dr., Windsor	FIT Contract #: F-006321-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
39.	25 Oriole Pkwy., Elmira	FIT Contract #: F-006302-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 28-Apr-15
40.	490 Elgin St., Brantford	FIT Contract #: F-006308-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 28-Apr-15
41.	192 Mary Street, Brantford	FIT Contract #: F-006316-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 28-Apr-15
42.	46 Zatonski Ave., Brantford	FIT Contract #: F-006317-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 28-Apr-15
43.	330 Sovereign Rd., London ON, N6M 1A8	FIT Contract #: F-006049-SPV-310-528 Name: LDREC SPN LP

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.1 Date: 10-Apr-15
44.	363 Sovereign Rd., London ON, N6M 1A3	FIT Contract #: F-006050-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
45.	570 Industrial Rd London ON, N5V 1V1	FIT Contract #: F-006051-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
46.	85 Midpark Rd London ON, N6N 1B2	FIT Contract #: F-006052-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
47.	2449 Dundas St. E, London ON, N5V 3C8	FIT Contract #: F-006055-SPV-310-52 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
48.	2200 Wharncliffe Road S., London ON, N6P 1L1	FIT Contract #: F-006057-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
49.	1717 Oxford St. E., London ON, N5V 2Z5	FIT Contract #: F-006056-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15

	MUNICIPAL ADDRESS	FIT CONTRACT
50.	760 Wharncliffe Rd S London N6J 2N4	FIT Contract #: F-006054-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
51.	565 Richmond St., Chatham	FIT Contract #: F-006007-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
52.	80 Second Ave West, Simcoe	FIT Contract #: F-006291-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 23-Apr-15
53.	107 & 109 Greenock Street East, Port Dover	FIT Contract #: F-006299-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 23-Apr-15
54.	2720 St. Etienne Blvd., Windsor	FIT Contract #: F-006322-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
55.	55 Talbot Street West, Leamington	FIT Contract #: F-006284-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 23-Apr-15
56.	24 Oak Street East, Leamington	FIT Contract #: F-006289-SPV-310-528 Name: SPN LP 1

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.1 Date: 23-Apr-15
57.	129 Erie Street South, Leamington	FIT Contract #: F-006330-SPV-310-527 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
58.	24 Norfolk Street Simcoe	FIT Contract #: F-006290-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 23-Apr-15
59.	247 Kingsley Road, Picton	FIT Contract #: F-000915-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date July 2, 2010
60.	15860 Loyalist Parkway, Bloomfield	FIT Contract #: F-000916-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 2, 2010
61.	553 County Road 22, Picton	FIT Contract #: F-000922-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 2, 2010
62.	473 South Big Island Road, Demorestville	FIT Contract #: F-000985-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 8, 2010

	MUNICIPAL ADDRESS	FIT CONTRACT
63.	162 Fish Lake Rd, Demorestville	FIT Contract #: F-000984-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 8, 2010
64.	1944 County Road 5, Picton	FIT Contract #: F-001083-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 15, 2010
65.	1036 Gilead Rd, Bloomfield	FIT Contract #: F-001582-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3 Date: May 31, 2011
66.	3154 County Road 1, Bloomfield	FIT Contract #: F-001594-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3 Date: May 31, 2011
67.	13644 Loyalist Parkway, Picton	FIT Contract #: F-001602-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3 Date: May 31, 2011
68.	48 Nery Avenue, Picton	FIT Contract #: F-002055-SPV-130-502 Name: Cleave Energy Holdings Ltd. (assigned to 2421907 Ontario Limited, September 29, 2014) Version Number: 1.5 Date: June 30, 2011
69.	62190 Side Road 3, RR # 3, Owen Sound, Ontario	FIT Contract #: F-004673-SPV-301-712

	MUNICIPAL ADDRESS	FIT CONTRACT
		Name: Biidaaske Inc. Version Number: 3.0.1 Date: August 29, 2014
70.	81605 Side Road 6, RR # 4, Tara, Ontario	FIT Contract #: F-006034-SPV-310-722 Name: Biidaaske Inc. Version Number: 3.1 Date: April 10, 2015
71.	IP Compost Site, Legal Description: Park Lot 10 Range 9 EGR PI Owen Sound; Pt Park Lot 9 Range 9 EGR PI Owen Sound; Pt Park Lot 9 Range 8 EGR Owen Sound Pt 1 & 2, 16R7694, Pt 3 16R1193 & Pt 8 16R337 Except Pt 1, 16R1193; except Part 1 16R10752, City of Owen Sound 37061-0253	FIT Contract #: F-004672-SPV-301-712 Name: Biidaaske Inc. Version Number: 3.0.1 Date: August 29, 2014
72.	2125 18 th Avenue East, Owen Sound, Ontario	FIT Contract #: F-004671-SPV-301-712 Name: Biidaaske Inc. Version Number: 3.0.1 Date: August 29, 2014
73.	IP Rail Trail, Legal Description Pt Park Lot 8 Range 10 EGR PI Owen Sound Pt 6 16R4708; Owen Sound 37060-0137	FIT Contract #: F-004670-SPV-301-712 Name: Biidaaske Inc. Version Number: 3.0.1 Date: August 29, 2014
74.	N 1/2 LOT 18, CONCESSION 4, NORTH PLANTAGENET ALFRED / PLANTAGENET Ontario	FIT Contract #: F-004710-SPV-301 -712 Name: Celeste Solar LP Version Number: 3.0.1 Date: September 2, 2014

	MUNICIPAL ADDRESS	FIT CONTRACT
75.	238 Neil MacGregor Rd, Grafton, Ontario	FIT Contract #: F-003824-SPV-211-702 Name: Gengrowth Energy LP Version Number: 2.1 Date: September 17, 2013
76.	332 King's Wharf Rd., Kawartha Lakes, Ontario	FIT Contract #: F-006075-SPV-310-722 Name: Gengrowth Energy LP Version Number: 3.1 Date: April 10, 2015
77.	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario	FIT Contract #: F-003830-SPV-211-702 Name: Gengrowth Energy LP Version Number: 2.1 Date: September 17, 2013
78.	1209 Crowley Line, RR6, Peterborough, Ontario	FIT Contract #: F-004572-SPV-301-712 Name: Gengrowth Energy LP Version Number: 3.0.1 Date: August 27, 2014
79.	2721 Highway 134, Douro, Ontario	FIT Contract #: F-004571-SPV-301-712 Name: Gengrowth Energy LP Version Number: 3.0.1 Date: August 27, 2014
80.	3161 Old Norwood Rd., Peterborough, Ontario	FIT Contract #: F-004567-SPV-301-712 Name: Gengrowth Energy LP Version Number: 3.0.1 Date: August 27, 2014
81.	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario	FIT Contract #: F-003841-SPV-211-702 Name: Gengrowth Energy LP

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 2.1 Date: September 17, 2013
82.	33935 Thorah Sideroad, Beaverton, Ontario	FIT Contract #: F-003834-SPV-211-702 Name: Gengrowth Energy LP Version Number: 2.1 Date: September 17, 2013
83.	206497 Highway 26 Meaford Ontario N4L 1W7	FIT Contract #: F-006863-SPV-402-538 Name: Icarus FIT 4 Inc. Version Number: 4.0.2 Date: August 25, 2016
84.	180-200 Fitch Street, Welland Ontario L3C 2S2	FIT Contract #: F-006833-SPV-402-538 Name: Icarus FIT 4 Inc. Version Number: 4.0.2 Date: August 23, 2016
85.	93 Healey Rd. Bolton, ON L7E 5A9	FIT Contract #: F-007306-SPV-402-538 Name: SPN LP 14 Version Number: 4.0.2 Date: September 22, 2016
86.	649 South Service Rd., Grimsby, ON L3M 4E8	FIT Contract #: F-007274-SPV-402-538 Name: SPN LP 14 Version Number: 4.0.2 Date: September 22, 2016
87.	20682 Hurontario Street, Caledon, ON L7K 1X1	FIT Contract #: F-007155-SPV-402-538 Name: SPN LP 14 Version Number: 4.0.2 Date: September 15, 2016

	MUNICIPAL ADDRESS	FIT CONTRACT
88.	354 Tiffin Street, Barrie, ON L4N 9W7	FIT Contract #: F-007357-SPV-402-538 Name: SPN LP 14 Version Number: 4.0.2 Date: September 27, 2016
89.	265 Industrial Rd., Cambridge, ON N3H 4R9	FIT Contract #: F-007151-SPV-538 Name: SPN LP 15 Version Number: 4.0.2 Date: September 13, 2016
90.	305 Industrial Rd., Cambridge, ON N3H 4R7	FIT Contract #: F-007143-SPV-402-538 Name: SPN LP 15 Version Number: 4.0.2 Date: September 13, 2016
91.	38 Stephenson Road 8 West, Huntsville, Ontario, P0B 1M0	FIT Contract #: F-006256-SPV-310-722 Name: Rising Sun Community Power Corp. Version Number: 3.1 Date: April 23, 2015
92.	237 Proudfoot Road, Huntsville, Ontario, POB 1MO	FIT Contract #: F-006276-SPV-310-722 Name: Rising Sun Community Power Corp. Version Number: 3.1 Date: April 23, 2015
93.	55 Plant Farm Blvd., Brantford, ON N3S 7W2	FIT Contract #: F-007239-SPV-402-538 Name: SPN LP 10 Version Number: 4.0.2 Date: September 20, 2016
94.	75 Plant Farm Blvd., Brantford, ON N3S 7W2	FIT Contract #: F-007289-SPV-402-538 Name: SPN LP 10

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 4.0.2 Date: September 22, 2016
95.	111 Sherwood Drive, Brantford, ON N3T 6J9	FIT Contract #: F-007279-SPV-402-538 Name: SPN LP 10 Version Number: 4.0.2 Date: September 22, 2016
96.	635 Tecumseh Rd. West, Windsor, ON N8X 1H4	FIT Contract #: F-007339-SPV402-538 Name: SPN LP 10 Version Number: 4.0.2 Date: September 27, 2016
97.	600 Wall St., Wallaceburg ON, N8A 3H9	FIT Contract #: F-007298-SPV-402-538 Name: SPN LP 10 Version Number: 4.0.2 Date: September 22, 2016
98.	84 Quesnel Road, West Nipissing, ON P2B 2V6	FIT Contract #: F-004742-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
99.	84 Quesnel Road, Sturgeon Falls, ON P2B 2V6	FIT Contract #: F-004743-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
100.	420 Quesnel Road, West Nipissing, ON P2B 2V9	FIT Contract #: F-004752-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP)

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.0.1 Date: September 3, 2014
101.	382 Quesnel Road, West Nipissing ON P2B 2V8	FIT Contract #: F-004750-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
102.	580 Quesnel Road, West Nipissing ON P2B 2V9	FIT Contract #: F-004754-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 3, 2014
103.	1759 Highway 43, RR 4 Merrickville ON K0G 1N0	FIT Contract #: F-004723-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
104.	203 Acton Drive, RR 1, Montague/ Smith Falls ON K7 5B8	FIT Contract #: F-004726-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
105.	2694 Highway 7, Otonabee/ Indian River, ON K0L 2B0	FIT Contract #: F-004729-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
106.	5994 Wellington Rd 24, Hillsburgh ON N0B 1Z0	FIT Contract #: F-004737-SPV-301-712

	MUNICIPAL ADDRESS	FIT CONTRACT
		Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
107.	3189 Vern Drive, Greater Sudbury, ON P0M 1E0	FIT Contract #: F-004739-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
108.	3134 Main Street, Greater Sudbury, ON P0M 1E0	FIT Contract #: F-006105-SPV-310-722 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.1 Date: April 14, 2014
109.	2884 Main Street, Greater Sudbury, ON P0M 1E0	FIT Contract #: F-004747-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
110.	3 Fire Route 53, Havelock, ON K0L 1Z0	FIT Contract #: F-006232-SPV-310-722 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.1 Date: April 21, 2015
111.	313 Pipeline Road, Cramahe, ON K0K 1M0	FIT Contract #: F-006106-SPV-310-722 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.1 Date: April 14, 2015

	MUNICIPAL ADDRESS	FIT CONTRACT
112.	8010 Stonehouse Road, Campbellcroft, ON L0A 1B0	FIT Contract #: F-006236-SPV-310-722 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.1 Date: April 21, 2015
113.	2674 Country Road 42, Stayner, ON L0M 1S0	FIT Contract #: F-007299-SPV-402-537 Name: HSSW Limited Partnership (formerly Conergy 1 LP) Version Number: 4.0.2 Date: September 22, 2016
114.	2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0	FIT Contract #: F-007311-SPV-402-537 Name: HSSW Limited Partnership (formerly Conergy 1 LP) Version Number: 4.0.2 Date: September 27, 2016
115.	19 Somerville 3 rd Concession, Fenelon Falls, ON K0M 1N0	FIT Contract #: F-007354-SPV-402-732 Name: HSSW Limited Partnership (formerly Conergy 1 LP) Version Number: 4.0.2 Date: September 27, 2016
116.	136 Dartmoor Rd., Sebright, ON L0K 1W0	FIT Contract #: F-007219-SPV-402-732 Name: HSSW Limited Partnership (Conergy 1 LP) Version Number: 4.0.2 Date: September 20, 2016
117.	2882 Shelter Valley Rd, Alnwick/Haldimand ON K0K2G0	FIT Contract #: F-004684-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
118.	1474 County Road 507, Buckhorn, Trent Lakes, ON K0L 1J0	FIT Contract #: F-006040-SPV-310-722

	MUNICIPAL ADDRESS	FIT CONTRACT
		Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
119.	14603 Highway 62 Madoc, ON K0K 2K0	FIT Contract #: F-004668-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
120.	1234 Asphodel-Norwood, ON K0L 1Y0	FIT Contract #: F-006036-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.0 Date: April 10, 2015
121.	58 Moore Rd, Alnwick/Haldimand, ON K0K 1M0	FIT Contract #: F-006087-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
122.	2161 Blezard Line, Otonabee-South Monaghan, ON K0L 2B0	FIT Contract #: F-004682-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
123.	437 County Road 36, Harvey, Municipality of Trent Lakes, K0M 1A0	FIT Contract #: F-004686-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
124.	171 Isaac Rd Alnwick/Haldiman, ON K0K 2H0	FIT Contract #: F-004685-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1

	MUNICIPAL ADDRESS	FIT CONTRACT
		Date: August 29, 2014
125.	3155 Lakeshore Rd, Port Hope, ON L1A 3V7	FIT Contract #: F-006081-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
126.	County Road 36, Harvey, Municipality of Trent Lakes, ON K0M 1A0	FIT Contract #: F-006039-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
127.	25 Anderson Rd, Havelock-Belmont-Methuen Ontario, K0L 1Z0	FIT Contract #: F-006078-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
128.	2262 County Rd 44, Havelock-Belmont-Methuen, ON K0L 2H0	FIT Contract #: F-006084-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
129.	1312 Crowley Line, Otonabee-South Monaghan, ON K9J 6X7	FIT Contract #: F-004683-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
130.	6330 Ganaraska Rd, Port Hope, ON L0A 1B0	FIT Contract #: F-006082-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015

	MUNICIPAL ADDRESS	FIT CONTRACT
131.	4822 Jasper Martin Road, Baltimore, ON K0K 1C0	FIT Contract #: F-006083-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015

C&I LEASES

	MUNICIPAL ADDRESS	LEASE AGREEMENT
1.	77 Netherby Road, Welland	Date: Amended and Restated Lease 23 December, 2013 Lease Amending Agreement 9 May, 2017 Current Landlord: Group IV Solar Corp. Tenant: 2245073 Ontario Inc.
2.	129 Netherby Road, Welland	Date: Amended and Restated Lease 23 December, 2013 Lease Amending Agreement 9 May, 2017 Current Landlord: Group IV Solar Corp. Tenant: 2245073 Ontario Inc.
3.	1053 Wellington Street South, Dresden	Date: Amended and Restated Lease, 23 December, 2013 First Lease Amending Agreement, 4 November, 2014 Second Lease Amending Agreement, 9 May, 2017 Current Landlord: Group IV Solar Corp. Tenant: 2246253 Ontario Inc.
4.	(Units 1-94) 95 Hempstead Drive, Hamilton	Date: Roof-Top Solar Lease, 28 March 2014, 28 March 2014 Current Landlord: Wentworth Standard Condominium Corporation No. 411 Tenant: 2410581 Ontario Limited
5.	73 Mill Street, Hensall	Date: Roof Lease, 22 April 2014

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Lease Amending and Assignment Agreement, 21 August 2014 Current Landlord: Citair Inc. Tenant: 2428760 Ontario Inc.
6.	20 Woodlawn Road East, Guelph	Date: 21 May, 2014 Current Landlord: 2225981 Ontario Limited Tenant: 2377512 Ontario Inc.
7.	140 and 150 McLevin Avenue, Scarborough	Date: Amended and Restated Lease, 30 April, 2015 Current Landlord: Ontari Holdings Ltd. Tenant: ICM Realty Group Solar 2013 Inc.
8.	120 McLevin Avenue, Scarborough	Date: Amended and Restated Lease, 30 April, 2015 Current Landlord: Ontari Holdings Ltd. Tenant: ICM Realty Group Solar 2013 Inc.
9.	115 Saltsman Drive, Cambridge	Date: Roof Lease, 13 August, 2014 Current Landlord: Saltsman Properties Inc. Tenant: Chi Biidaaske Inc.
10.	195 Savannah Oaks Drive, Brantford	Date: Roof Lease, 4 November, 2013 Current Landlord: FGP Oak Park Limited Tenant: Chi Biidaaske Inc.
11.	1 Maybrook Drive, Scarborough	Date: Roof Lease, 24 October, 2013 Current Landlord: The War Amputations of Canada Tenant: Chi Biidaaske Inc.
12.	6319 Highway 26, R.R. 2, Stayner	Date: Roof Lease, 24 October, 2013 Amending Lease Agreement, 15 July, 2015 Current Landlord: Kenneth Allen Bilous and Christine Bilous Tenant: Chi Biidaaske Inc.

	MUNICIPAL ADDRESS	LEASE AGREEMENT
13.	1479 Snow Valley Road, Barrie	Date: Roof Lease, 24 October, 2013 Current Landlord: L&T DiMillo Investments Inc. Tenant: Chi Biidaaske Inc.
14.	100 Ironside Drive, Brampton	Date: Roof-Top Solar Lease, 12 November, 2014 Current Landlord: Ontari Holdings Ltd. Tenant: Grasshopper Solar FIT Projects Inc.
15.	7826 Howard Avenue, McGregor	Date: Roof-Top Solar Lease, 26 September, 2016 As assumed via an Instrument of Transfer to 2609413 Ontario Inc., as landlord, August 9, 2019. Landlord's Acknowledgment and Assumption between 1443059 Ontario Inc., John Robert McKinley and Shelagh Zeta McKinley, as landlord, and Howard Avenue Solar Inc, as tenant, April 8, 2021. Current Landlord: 1443059 Ontario Inc., John Robert McKinley and Shelagh Zeta McKinley (formerly 2609413 Ontario and Robbie Allen Brant and Amanda Elizabeth Ellis) Tenant: Howard Avenue Solar Inc.
16.	4130 Bayview Avenue, Orillia	Date: Rooftop Lease Agreement, 12 February, 2016 Current Landlord: McPhee Bay Holdings Limited (as to PIN 74020-0205) and Gregory Philip Smith and Laura Sharon Wagar (as to PIN 74020-0204) Tenant: CEW L3V Solar III Limited Partnership
17.	1295 North Service Road, Burlington	Date: Lease 4 April, 2011 Amendment to Lease accepted October 30, 2013 As assigned via Lease Assignment Agreement, between Solar Power Network Inc. as assignor and SPN LP 3 as assignee, 3 November, 2013. Current Landlord:

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		2607380 Ontario Inc. (previous landlord: Crossroads Christian Communications Incorporated) Tenant: SPN LP 3
18.	666 Burnhamthorpe Road, Etobicoke	Date: Lease 6 September, 2011 Amendment to Lease accepted 11 October, 2013 As assigned via Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee, 3 November, 2013. Current Landlord: Zoran Realty Partners No. 3 Limited Tenant: SPN LP 3
19.	25 Museum Dr., Orillia	Date: Lease 8 June, 2012 Lease Amendment, 13 July 2012 Amendment to Lease accepted 30 October, 2013 As assigned via Lease Assignment Agreement between Solar Power Network Inc., as assignor, and SPN LP 6, as assignee, 3 November 2013. As assigned via Asset Transfer Agreement between SPN LP 6 as assignor and SPN LP 3 as assignee, February 5, 2016. Lease Amendment, 17 August, 2017 Current Landlord: Leacock Retirement Lodge Ltd. Tenant: SPN LP 3
20.	329 Parkside Dr., Waterdown	Date: Lease accepted 8 June, 2012 Lease Amendment July 13, 2012 Amendment to Lease accepted 31 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. and SPN LP 6 dated 3 November 2013. As assigned pursuant to Asset Transfer Agreement between SPN LP 6 as vendor and SPN LP 3 as purchaser, dated 5 February, 2016. Lease Amendment, 17 August, 2017

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Current Landlord: Waterdown Long Term Care Centre Inc. Tenant: SPN LP 3
21.	71 City View Drive, Toronto	Date: Lease 30 April, 2012 Lease Amendment 31 October, 2013 As assigned pursuant to Lease assignment agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee, dated 3 November, 2013. Current Landlord: 2507404 Ontario Inc. Tenant: SPN LP 3
22.	1390 Advance Road, Oakville	Date: Lease 30 April, 2012 Amendment to Lease 11 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 3 November 2013. Current Landlord: Ross Hooperand Cayuse Services Limited Tenant: SPN LP 3
23.	1389 Advance Rd., Oakville	Date: Lease 30 April 2012 Amendment to Lease 17 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 3 November 2013. Current Landlord: 563848 Ontario Ltd. Tenant: SPN LP 3
24.	600 Gillard St., Wallaceburg	Date: Lease 20 December 2012 Amendment to Lease – 4 November, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 5 November 2013. Current Landlord:

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		The Corporation of the Municipality of Chatham-Kent Tenant: SPN LP 3
25.	196 Erie Street North, Wheatley	Date: Lease 20 December, 2012 Amendment to Lease November 4, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 5 November, 2013. Current Landlord: The Corporation of the Municipality of Chatham-Kent Tenant: SPN LP 3
26.	1212 North Street, Dresden	Date: Lease 20 December, 2012 Amendment to Lease, 4 November, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 5 November, 2013. Current Landlord: The Corporation of the Municipality of Chatham-Kent Tenant: SPN LP 3
27.	49 Bond Ave, Chatham	Date: Lease 20 December, 2012 Amendment to Lease 4 November, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 5 November, 2013. Current Landlord: The Corporation of the Municipality of Chatham-Kent Tenant: SPN LP 3
28.	11 Dansk Crt, Etobicoke	Date: Lease 19 June, 2012 Amendment to Lease 21 October 2013. As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 3 November, 2013. Current Landlord: Vici Management Inc.

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: SPN LP 3
29.	30 Curtis Ave. North, Paris	Date: Lease 28 June 2012 Amendment to Lease 7 November 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 11 November, 2013 Current Landlord: Kenanson Sales Limited Tenant: SPN LP 3
30.	2333 Wycroft Road (Units 1-12), Oakville	Date: Lease accepted 16 July, 2012 Amendment to Lease 3 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 3 November, 2013 Current Landlord: Halton Condominium Corporation No. 193 Tenant: SPN LP 3
31.	405 Eastport Blvd, Hamilton	Date: Lease 15 August, 2012 Amendment to Lease accepted 11 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc., as assignor, and SPN LP 6, as assignee, 3 November 2013. Amendment to Lease 4 March, 2015 As assigned pursuant to Asset Transfer Agreement between SPN LP 6 as vendor and SPN LP 3 as purchaser, dated February 5, 2016. Current Landlord: Hamilton-Oshawa Port Authority (Landlord) 563848 Ontario Limited and Hooper Welding Enterprises Limited (Sublandlord) Tenant: SPN LP 3
32.	275 Victoria St., St. Marys	Date: Lease 27 September, 2012 Amendment to Lease accepted 2 October 2013

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc., as assignor, and SPN LP 6, as assignee, 3 November, 2013. As assigned pursuant to Asset Transfer Agreement between SPN LP 6 as vendor and SPN LP 3 as purchaser, dated 5 February, 2016. Current Landlord: 1431532 Ontario Inc. as to PIN 53245-0288 and The Corporation of the Town of St. Marys as to PINs 53245-0286 and 53245-0287 Tenant: SPN LP 3
33.	1755 Sylvestre Drive, Tecumseh	Date: Lease accepted 7 March 2011 Amendment to Lease accepted October 25, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 1 as assignee, 3 November, 2013. Landlord's Acknowledgment and Assumption between 2679093 Ontario Limited, as landlord, and SPN LP 1, as tenant, May 1, 2020. Current Landlord: 2679093 Ontario Limited Tenant: SPN LP 1
34.	1724 County Rd 20, Leamington	Date: Lease accepted 5 March, 2012 Amendment to Lease, [acceptance undated], 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 1 as assignee, 3 November, 2013. Current Landlord: Leamington Airport Limited Tenant: SPN LP 1
35.	54 Parkway Ave., Markham	Date: Lease accepted 4 April, 2012 Amendment to Lease accepted 3 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 5 as assignee, 1 November, 2013. Current Landlord: Markhaven, Inc.

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: SPN LP 5
36.	2100 Main St, Val Caron	Date: Lease accepted 8 June, 2012 Lease Amendment 13 July 2012 Amendment to Lease accepted 31 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 4 as assignee, 3 November 2013. Lease Amendment 17 August 2017 Current Landlord: Valley East Long Term Care Centre Inc. Tenant: SPN LP 4
37.	370 Erie St. East, Windsor	Date: Lease 22 June, 2012 Amendment to Lease accepted 2 November 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc., as assignor and SPN LP 1, as assignee, 3 November, 2013 Current Landlord: Lessor Limited Tenant: SPN LP 1
38.	2627 Temple Dr., Windsor	Date: Lease 2 August, 2012 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc., as assignor and SPN LP 1, as assignee, 3 November, 2013 Amendment to Lease accepted 19 December, 2016 Current Landlord: DALP Holdings Ltd. Tenant: SPN LP 1
39.	25 Oriole Pkwy., Elmira	Date: Lease 27 September, 2012 Amendment to Lease [acceptance undated], 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 4 as assignee, 3 November 2013. Current Landlord: Resurfice Corp.

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: SPN LP 4
40.	490 Elgin St., Brantford	Date: Lease 10 October, 2012 Amendment to Lease accepted 10 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 4 as assignee, 3 November 2013. Current Landlord: Hensen Holdings Inc. Tenant: SPN LP 4
41.	192 Mary Street, Brantford	Date: Lease accepted 5 December 2012 Amendment to Lease accepted 15 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 4 as assignee, 3 November 2013. Current Landlord: McBay Holdings Inc. Tenant: SPN LP 4
42.	46 Zatonski Ave., Brantford	Date: Lease 21 December 2012 Amendment to Lease accepted October 15, 2013 As assigned pursuant to Lease Assignment agreement between Solar Power Network Inc. as assignor and SPN LP 4 as assignee, 3 November 2013. Current Landlord: 2149751 Ontario Limited Tenant: SPN LP 4
43.	330 Sovereign Rd., London ON, N6M 1A8	Date: Lease accepted 7 March 2011 Amendment to Lease accepted 25 October 2013 As assigned pursuant to Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 2062098 Ontario Limited Tenant: LDREC SPN LP
44.	363 Sovereign Rd., London ON, N6M 1A3	Date: Lease accepted 4 April, 2012

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Amendment to Lease accepted 2 October, 2013 and 21 October, 2016 As assigned pursuant to Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Landlord's Acknowledgment and Assumption between 2726593 Ontario Inc., as landlord, and LDREC SPN LP, as tenant, December 9, 2019 Current Landlord: 2726593 Ontario Inc. (formerly 2430922 Ontario Inc.) Tenant: LDREC SPN LP
45.	570 Industrial Rd London ON, N5V 1V1	Date: Lease accepted 4 April 2012 Amendment to Lease accepted 2 October, 2013 As assigned by Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 2008051 Ontario Inc. Tenant: LDREC SPN LP
46.	85 Midpark Rd London ON, N6N 1B2	Date: Lease accepted 4 April 2012 Amendment to Lease accepted 2 October 2013 As assigned by Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 2008051 Ontario Inc. Tenant: LDREC SPN LP
47.	2449 Dundas St. E, London ON, N5V 3C8	Date: Lease 4 June 2012 Amendment to Lease accepted 7 October 2013 As assigned by Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 2054111 Ontario Inc. Tenant: LDREC SPN LP

	MUNICIPAL ADDRESS	LEASE AGREEMENT
48.	2200 Wharncliffe Road S., London ON, N6P 1L1	Date: Lease accepted 27 November 2012 Amendment to Lease accepted 21 October 2013 As assigned by Lease Assignment Agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 1687001 Ontario Limited Tenant: LDREC SPN LP
49.	1717 Oxford St. E., London ON, N5V 2Z5	Date: Lease accepted 17 April, 2013 Amendment to Lease accepted 8 October 2013 As assigned by Lease Assignment Agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: William Anthony Bethel, Andrew Robert Bethel and Eric Glenn Hines Tenant: LDREC SPN LP
50.	760 Wharncliffe Rd S London N6J 2N4	Date: Lease accepted 31 July 2013 Amendment to Lease 30 October 2013 As assigned by Lease Assignment Agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 1641307 Ontario Limited Tenant: LDREC SPN LP
51.	565 Richmond St., Chatham	Date: Lease 20 December 2012 Amendment to Lease 4 November 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee, 5 November 2013. Current Landlord: The Corporation of the Municipality of Chatham-Kent Tenant: SPN LP 3
52.	80 Second Ave West, Simcoe	Date: Lease 1 February 2012

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Amendment to Lease accepted 8 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 4 as assignee, 3 November 2013. Acknowledgment and Assumption, October 11, 2022 Current Landlord: Sydenham Norfolk Investments Inc. Tenant: SPN LP 4
53.	107 & 109 Greenock Street East, Port Dover	Date: Lease 8 May 2012 Amendment to Lease accepted 24 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 4 as assignee, 3 November 2013. Current Landlord: Nanticoke Contracting Inc. & Larry De Koning Tenant: SPN LP 4
54.	2720 St. Etienne Blvd., Windsor	Date: Lease 2 August 2012 Amendment to Lease accepted 16 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 1 as assignee, 3 November 2013. Amendment to Lease accepted 16 December 2016 Current Landlord: DALP Holdings Ltd. Tenant: SPN LP 1
55.	55 Talbot Street West, Leamington	Date: Lease 30 May 2011 Amendment to Offer to Lease accepted 26 November 2012 Amendment to Lease September 24, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 1 as assignee, 3 November 2013. Current Landlord: 393075 Ontario Ltd. Tenant: SPN LP 1

	MUNICIPAL ADDRESS	LEASE AGREEMENT
56.	24 Oak Street East, Leamington	Date: Lease 15 September 2011 Amendment to Lease accepted 14 January 2013 Amendment to Lease accepted 27 September 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 1 as assignee, 3 November 2013. Current Landlord: Neumar Corp/1118524 Ontario Inc. Tenant: SPN LP 1
57.	129 Erie Street South, Leamington	Date: Lease 15 September, 2011 Amendment to Lease accepted 27 September 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 1 as assignee, 3 November 2013. Current Landlord: 1118524 Ontario Inc./Neumar Corp. Tenant: SPN LP 1
58.	24 Norfolk Street Simcoe	Date: Lease 1 February 2012 Amendment to Lease accepted 8 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 4 as assignee, 3 November 2013. Acknowledgment and Assumption Agreement, October 11, 2022 Current Landlord: Sydenham Norfolk Investments Inc. Tenant: SPN LP 4
59.	247 Kingsley Road, Picton	Date: Lease Agreement, April 20, 2010 Notice re: exercise of option, April 1, 2013 Lease Amending Agreement, February 26, 2018 Current Landlord: Davin Corporation and David Elliott Cleave Tenant: Cleave Energy Holdings Ltd.

	MUNICIPAL ADDRESS	LEASE AGREEMENT
60.	15860 Loyalist Parkway, Bloomfield	Date: Lease Agreement, April 21, 2010 Notice re: exercise of option, April 20, 2013 Assumption Agreement, February 26, 2018 Current Landlord: Davin Corporation Tenant: Cleave Energy Holdings Ltd.
61.	553 County Road 22, Picton	Date: Lease Agreement April 28, 2010 Notice re exercise of option, April 1, 2013 Current Landlord: Davin Corporation Tenant: Cleave Energy Holdings Ltd.
62.	473 South Big Island Road, Demorestville	Date: Lease Agreement, May 4, 2010 Notice re: exercise of option, April 26, 2013 Current Landlord: Russell Wager and John Wager Tenant: Cleave Energy Holdings Ltd.
63.	162 Fish Lake Rd, Demorestville	Date: Lease Agreement, May 18, 2010 Notice re: exercise of option, April 26, 2013 Acknowledgement and Assumption Agreement dated April 1, 2022. Current Landlord: Igal Liapis & Ella Liapis Tenant: Cleave Energy Holdings Ltd.
64.	1944 County Road 5, Picton	Date: Lease Agreement, May 4, 2010 Declaration of Accepted Change for Schedule 'C' to Lease Agreement, March 14, 2011 Notice re: exercise of option, April 26, 2013 Current Landlord: John Howard Miller Thompson Tenant: Cleave Energy Holdings Ltd.
65.	1036 Gilead Rd, Bloomfield	Date: Lease Agreement, May 10, 2010 Notice re: exercise of option, April 30, 2013

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Current Landlord: Evelyn May Springs Tenant: Cleave Energy Holdings Ltd.
66.	3154 County Road 1, Bloomfield	Date: Lease Agreement, June 10, 2010 Current Landlord: Sandra Denise Rutter Tenant: Cleave Energy Holdings Ltd.
67.	13644 Loyalist Parkway, Picton	Date: Lease Agreement, June 11, 2010 Notice re: exercise of option, May 14, 2013 Current Landlord: Peter Hagerman Tenant: Cleave Energy Holdings Ltd.
68.	48 Nery Avenue, Picton	Date: Solar Generating Lease Agreement, October 6, 2010 Notice re: exercise of option, April 1, 2013 Lease Amending Agreement dated February 26, 2018 Current Landlord: Davin Corporation and David Elliott Cleave Tenant: 2421907 Ontario Limited
69.	62190 Side Road 3, RR # 3, Owen Sound, Ontario	Date: Lease, October 18, 2013 Lease Amending Agreement, 2016 Current Landlord: The Corporation of the Township of Georgian Bluffs Tenant: Biidaaske Inc.
70.	81605 Side Road 6, RR # 4, Tara, Ontario	Date: Lease, October 18, 2013 Letter Agreement re: Lease, September 1, 2015 Current Landlord: Robert James Edgar Cook Tenant: Biidaaske Inc.
71.	IP Compost Site, Legal Description: Park Lot 10 Range 9 EGR PI Owen Sound; Pt Park Lot 9 Range 9 EGR PI Owen Sound; Pt Park Lot 9 Range 8 EGR Owen Sound Pt 1 & 2, 16R7694, Pt	Date: Lease, November 4, 2013 Lease Amending Agreement, September 28, 2015

	MUNICIPAL ADDRESS	LEASE AGREEMENT
	3 16R1193& Pt 8 16R337 Except Pt 1, 16R1193; except Part 1 16R10752; City of Owen Sound 37061-0253	Current Landlord: The Corporation of the City of Owen Sound Tenant: Biidaaske Inc.
72.	2125 18 th Avenue East, Owen Sound, Ontario	Date: Lease, November 4, 2013 Lease Amending Agreement, September 28, 2015 Current Landlord: The Corporation of the City of Owen Sound Tenant: Biidaaske Inc.
73.	IP Rail Trail, Legal Description Pt Park Lot 8 Range 10 EGR PI Owen Sound Pt 6 16R4708; Owen Sound 37060-0137	Date: Lease, November 4, 2013 Lease Amending Agreement, September 28, 2015 Current Landlord: The Corporation of the City of Owen Sound Tenant: Biidaaske Inc.
74.	N 1/2 LOT 18, CONCESSION 4, NORTH PLANTAGENET ALFRED / PLANTAGENET Ontario	Date: December 5, 2015 Current Landlord: 8338132 Canada Inc. Tenant: Celeste Solar LP
75.	238 Neil MacGregor Rd, Grafton, Ontario	Date: Lease Agreement, May 10, 2011 Current Landlord: Alicia Mary Willams and Cary Daenckaert (as to PIN 51132-0503) and 2512088 Ontario Inc. (as to PIN 51132-0504) Tenant: Gengrowth Energy LP
76.	332 King's Wharf Rd., Kawartha Lakes, Ontario	Date: Amended and Restated Lease Agreement, September 3, 2015 Current Landlord: Roger Neil Roadhouse Tenant: Gengrowth Energy LP
77.	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario	Date: Lease Agreement, May 11, 2011 Amending Agreement No. 1 to the Lease Agreement, March 23, 2015

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Landlord's Acknowledgment and Assumption between MMSA Properties Inc., as landlord, and Gengrowth Energy LP, as tenant, October 26, 2021 Current Landlord: MMSA Properties Inc. Tenant: Gengrowth Energy LP
78.	1209 Crowley Line, RR6, Peterborough, Ontario	Date: Lease Agreement, September 15, 2011 Current Landlord: Rudy Smit and Joan Smit Tenant: Gengrowth Energy LP
79.	2721 Highway 134, Douro, Ontario	Date: Lease Agreement, September 18, 2011 Amendment to Lease Agreement, October 12, 2017 Current Landlord: John Edward Doherty and Catherine Ann O'Brien Tenant: Gengrowth Energy LP
80.	3161 Old Norwood Rd., Peterborough, Ontario	Date: Lease Agreement, September 19, 2011 Current Landlord: Drain Bros. Excavating Limited (as to PIN 28161-0263) and 1000269797 Ontario Inc. (as to PIN 28161-0261) Tenant: Gengrowth Energy LP Note: Easement described in 7.1(uu)
81.	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario	Date: Lease Agreement, July 11, 2011 Current Landlord: Tammy Elizabeth Riddell Tenant: Gengrowth Energy LP
82.	33935 Thorah Sideroad, Beaverton, Ontario	Date: Lease Agreement, June 1, 2011 Amendment to Lease Agreement, August 23, 2017 Current Landlord: Zhengrong Liu & Yali Su Tenant: Gengrowth Energy LP
83.	206497 Highway 26 Meaford Ontario N4L 1W7	Date: August 13, 2015 (Lease), June 8, 2018 (Amendment), July 4, 2018 (Amendment) Current Landlord: 2524567 Ontario Inc.

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: GSC SPN 4 Projects LP
84.	180-200 Fitch Street, Welland Ontario L3C 2S2	Date: August 13, 2015 (Lease), June 8, 2018 (Amendment), July 4, 2018 (Amendment) Current Landlord: 2433260 Ontario Inc. Tenant: GSC SPN 4 Projects LP
85.	93 Healey Rd. Bolton, ON L7E 5A9	Date: October 11, 2013 (Lease), October 2, 2015 (Assignment to Tenant) Current Landlord: United Van Lines (Canada) Ltd. Tenant: SPN LP 14
86.	649 South Service Rd., Grimsby, ON L3M 4E8	Date: October 31, 2012 (Lease), October 2, 2015 (Assignment to Tenant) Current Landlord: Precision Surface Technologies Inc. Tenant: SPN LP 14
87.	20682 Hurontario Street, Caledon, ON L7K 1X1	Date: November 30, 2012 (Lease), October 2, 2015 (Assignment to Tenant) Current Landlord: Caledon Teen Ranch Tenant: SPN LP 14
88.	354 Tiffin Street, Barrie, ON L4N 9W7	Date: December 10, 2012 (Lease), October 2, 2015 (Assignment to Tenant) Current Landlord: Roy Edward Westerhoek and Deborah Harris Westerhoek, Tenant: SPN LP 14
89.	265 Industrial Rd., Cambridge, ON N3H 4R9	Date: October 5, 2013 (Lease); October 2, 2015 (Assignment to Tenant) Current Landlord: Culligan of Canada ULC Tenant: SPN LP 15
90.	305 Industrial Rd., Cambridge, ON N3H 4R7	Date: September 10, 2015 (Lease); October 2, 2015 (Assignment to Tenant) Current Landlord: 1885205 Ontario Limited Tenant: SPN LP 15

	MUNICIPAL ADDRESS	LEASE AGREEMENT
91.	38 Stephenson Road 8 West, Huntsville, Ontario, P0B 1M0	Date: December 2, 2012 (Lease); July 31, 2015 (Amended and Restated Lease); Current Landlord: Rising Sun Productions Limited Tenant: Rising Sun Community Power Corp.
92.	237 Proudfoot Road, Huntsville, Ontario, POB 1MO	Date: December 18, 2012 (Lease); November 8, 2018 (Amended and Restated Lease) Current Landlord: Andrew Knapp Inc. Tenant: Rising Sun Community Power Corp. Note: Easement described in 7.1(uu)
93.	55 Plant Farm Blvd., Brantford, ON N3S 7W2	Date: October 10, 2012 (Lease) as amended October 10, 2013 (Amendment II), October 2, 2015 (Assignment to SPN LP 10 as Tenant (through its GP, Solar Power Network 006 Inc.)) May 17, 2017 (Amendment II), August 13, 2018 (Amendment III) and August 15, 2018 (Amendment IV) Current Landlord: Hensen Holdings Inc. Tenant: Solar Power Network Inc. (as assigned to SPN LP 10)
94.	75 Plant Farm Blvd., Brantford, ON N3S 7W2	Date: October 10, 2012 (Lease) as amended October 10, 2013 (Amendment I), October 2, 2015 (Assignment to SPN LP 10 as Tenant (through its GP, Solar Power Network 006 Inc.)), June 6, 2017 (Amendment II), August 13, 2018 (Amendment III) and August 15, 2018 (Amendment IV) Current Landlord: Hensen Holdings Inc. Tenant: Solar Power Network Inc. (as assigned to SPN LP 10)
95.	111 Sherwood Drive, Brantford, ON N3T 6J9	Date: August 7, 2012 (Lease) as amended June 3, 2015 (Amendment I), October 2, 2015 (Assignment to SPN LP 10 as Tenant (through its GP, Solar Power Network 006 Inc.)), April 17, 2017 (Amendment II) and May 9, 2018 (Amendment III) Current Landlord: Sherwood Investments Inc. Tenant: Solar Power Network Inc. (As assigned to SPN LP 10)
96.	635 Tecumseh Rd. West, Windsor, ON N8X 1H4	Date: May 30, 2011 (Lease) as amended August 19, 2015 (Amendment I), October 2, 2015 (Assignment to SPN LP 10)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		as Tenant(through its GP, Solar Power Network 006 Inc.)) and August 20, 2018 (Amendment II) Current Landlord: Winsor Textiles Limited Tenant: Solar Power Network Inc. (as assigned to SPN LP 10)
97.	600 Wall St., Wallaceburg ON, N8A 3H9	Date: December 20, 2012 (Lease) as amended November 4, 2013 (Amendment I) and May 31, 2017 (Assignment to SPN LP 10 as Tenant (through its GP, Solar Power Network 006 Inc.)) Current Landlord: The Corporation of the Town of Wallaceburg and The Municipal Corporation of the Town of Wallaceburg, now known as The Corporation of the Municipality of Chatham-Kent Tenant: Solar Power Network Inc. (as assigned to SPN LP 10)
98.	84 Quesnel Road, West Nipissing, ON P2B 2V6	Date: September 18, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended June 9, 2017 (Amendment) Current Landlord: Harvey William Malette & Lise Anne Malette (as to PIN 49087-0600) and Eric Malette and Martine Dauphinais (as to PIN 49087-0599) Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
99.	84 Quesnel Road, Sturgeon Falls, ON P2B 2V6	Date: September 18, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant) Current Landlord: Harvey William Malette & Lise Anne Malette (as to PIN 49087-0496) Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Origination Health LP (changed name from Sunedition Canada Origination LP)
100.	420 Quesnel Road, West Nipissing, ON P2B 2V9	Date: October 8, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended May 31, 2017 (Amendment) Current Landlord: Robert Leblanc & Liane Leblanc Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
101.	382 Quesnel Road, West Nipissing ON P2B 2V8	Date: October 8, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended May 31, 2017 (Amendment) Current Landlord: Robert Leblanc & Liane Leblanc Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
102.	580 Quesnel Road, West Nipissing ON P2B 2V9	Date: October 30, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended March 3, 2017 (Amendment) Current Landlord: Laurent Malette Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
103.	1759 Highway 43, RR 4 Merrickville ON K0G 1N0	Date: March 1, 2011 (Lease), as amended January 7, 2013 (Amendment), as assigned November 3, 2013 (Assignment of Tenant), Current Landlord: Jean Gwendolyn Craig Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
104.	203 Acton Drive, RR 1, Montague/ Smith Falls ON K7 5B8	Date: March 9, 2011 (Lease), as amended January 9, 2013 (Amendment), as assigned November 3, 2013 (Assignment of Tenant) Current Landlord: Kenneth Ernest Hunter Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
105.	2694 Highway 7, Otonabee/ Indian River, ON K0L 2B0	Date: May 7, 2011 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended August 15, 2016 (Amendment), and February 9, 2018 (Amendment) Current Landlord: Richard Robert Leblanc Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
106.	5994 Wellington Rd 24, Hillsburgh ON N0B 1Z0	Date: November 23, 2012 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended February 28, 2017 (Amendment) Current Landlord: Robert Janozeski & Clara Janozeski

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
107.	3189 Vern Drive, Greater Sudbury, ON P0M 1E0	Date: September 18, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended August 17, 2017 (Amendment) and September, 2018 (Amendment) Current Landlord: Nicole Labre (formerly Gilbert Labre and Anne Marie Labre) Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
108.	3134 Main Street, Greater Sudbury, ON P0M 1E0	Date: September 18, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended August 17, 2017 (Amendment) and September 26, 2018 (Amendment) Current Landlord: Gilbert Labre & Ann Marie Labre Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP) Note: Easement described in 7.1(uu)
109.	2884 Main Street, Greater Sudbury, ON P0M 1E0	Date: October 29, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant, and October 23, 2017 (Amendment) Current Landlord: Saddia Rahmanyar Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
110.	3 Fire Route 53, Havelock, ON K0L 1Z0	Date: April 28, 2011 (Lease), as amended September 30, 2014 (Amendment). September 18, 2019 (Amendment), as assigned on November 3, 2013. Current Landlord: Joseph Martens and Josephine Martens Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
111.	313 Pipeline Road, Cramahe, ON K0K 1M0	Date: October 17, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended on July 5, 2019 Current Landlord: Robert John Whitney and Elaine Laurel Whitney Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
112.	8010 Stonehouse Road, Campbellcroft, ON L0A 1B0	Date: May 17, 2011 (Lease), as assigned December 19, 2018 (Assignment of Tenant), as amended May 31, 2017 (Amendment) Landlord's Acknowledgment and Assumption between Andreas Larentzakis and Iralda Fernandez Larentzakis, as landlord, and GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.), as tenant, April 6, 2022 Current Landlord: Andreas Larentzakis and Iralda Fernandez Larentzakis (Robert John Armstrong and Tracey Anne Armstrong)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on December 19, 2018), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
113.	2674 Country Road 42, Stayner, ON L0M 1S0	Date: August 30, 2016 (Lease) Current Landlord: Willem Antonie Sterrenburg and Heidi Anne Marie Sterrenburg Tenant: HSSW Limited Partnership (formerly Conergy 1 LP)
114.	2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0	Date: August 30, 2016 (Lease) Current Landlord: Clearview Poultry Farms Inc. Tenant: HSSW Limited Partnership (formerly Conergy 1 LP)
115.	19 Somerville 3 rd Concession, Fenelon Falls, ON K0M 1N0	Date: July 29, 2016 (Lease) Current Landlord: James Harold Hopkins, Audrey Joan Hopkins, Karen Merlyn Francis Tenant: HSSW Limited Partnership (formerly Conergy 1 LP)
116.	136 Dartmoor Rd., Sebright, ON L0K 1W0	Date: July 29, 2016 (Lease) Current Landlord: Jennifer Edith Forsythe Tenant: HSSW Limited Partnership (formerly Conergy 1 LP)
117.	2882 Shelter Valley Rd, Alnwick/Haldimand ON K0K2G0	Date: October 23, 2014 (Lease), as assigned January 2, 2019 (Assignment of Landlord) Current Landlord: Stephen John Cockerill

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: GreenLife Solar Projects Inc.
118.	1474 County Road 507, Buckhorn, Trent Lakes, ON K0L 1J0	Date: November 10, 2014 (Lease) Current Landlord: Nicholas Elmer Flynn and Kathryn Dawn Murray Tenant: GreenLife Solar Projects Inc.
119.	14603 Highway 62 Madoc, ON K0K 2K0	Date: November 25, 2014 (Lease) Current Landlord: Christopher Andrew Landry and Heather Janice Landry Tenant: GreenLife Solar Projects Inc.
120.	1234 Asphodel-Norwood, ON K0L 1Y0	Date: September 25, 2017 (Lease) Current Landlord: John Albert Crowley (as to PIN 28207-0227) Tenant: GreenLife Solar Projects Inc. Note: Easements described in 7.1(uu) subject to Charges in favour of collateral agent
121.	58 Moore Rd, Alnwick/Haldimand, ON K0K 1M0	Date: November 3, 2014 (Lease) Current Landlord: Shelley Marla Shopsowitz Tenant: GreenLife Solar Projects Inc.
122.	2161 Blezard Line, Otonabee-South Monaghan, ON K0L 2B0	Date: October 31, 2014 (Lease) Current Landlord: Darrin Leadbetter and Josee Delisle Tenant: GreenLife Solar Projects Inc.
123.	437 County Road 36, Harvey, Municipality of Trent Lakes, K0M 1A0	Date: August 2, 2015 (Lease) Landlord's Acknowledgment and Assumption between Joseph Kendrick and William Kendrick, as landlord, and GreenLife Solar Projects Inc., as tenant, January 14, 2022 Current Landlord: Joseph Kendrick and William Kendrick Tenant: GreenLife Solar Projects Inc.
124.	171 Isaac Rd Alnwick/Haldiman, ON K0K 2H0	Date: November 11, 2014 (Lease)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Landlord's Acknowledgment and Assumption between DeJong Crop Care Inc., as landlord, and GreenLife Solar Projects Inc., as tenant, April 4, 2022 Current Landlord: DeJong Crop Care Inc. (formerly Deborah Ann Krokczyk, John Krolczyk and Zofia Krolczyk) (as to PIN 51125-0216) and The Corporation of the County of Northumberland (as to PIN 51125-0218) Tenant: GreenLife Solar Projects Inc.
125.	3155 Lakeshore Rd, Port Hope, ON L1A 3V7	Date: October 24, 2014 (Lease) Current Landlord: Joan Carol McGuirk Tenant: GreenLife Solar Projects Inc.
126.	County Road 36, Harvey, Municipality of Trent Lakes, ON K0M 1A0	Date: August 2, 2015 (Lease) Current Landlord: Michael Lloyd Belrose & Lorrie Marie Belrose Tenant: GreenLife Solar Projects Inc.
127.	25 Anderson Rd, Havelock-Belmont-Methuen Ontario, K0L 1Z0	Date: July 19, 2015 (Lease) Current Landlord: Svend Mikkelsen and Krisztina Mikkelsen Tenant: GreenLife Solar Projects Inc.
128.	2262 County Rd 44, Havelock-Belmont-Methuen, ON K0L 2H0	Date: November 18, 2014 (Lease) Current Landlord: Gwen Janet Quackenbush Tenant: GreenLife Solar Projects Inc.
129.	1312 Crowley Line, Otonabee-South Monaghan, ON K9J 6X7	Date: October 22, 2013 (Lease), as assigned October 25, 2013 (Assignment by Tenant) Current Landlord: Steven James MacDonald and Liane Rosemary MacDonald Tenant: GreenLife Solar Projects Inc. Previous Tenant: Green Life Power Inc.
130.	6330 Ganaraska Rd, Port Hope, ON L0A 1B0	Date: November 5, 2013 (Lease) ; as amended March 14, 2019 (Amendment) Current Landlord: John Lloyd Beatty and Margaret Kari Beatty

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: GreenLife Solar Projects Inc.
131.	4822 Jasper Martin Road, Baltimore, ON K0K 1C0	Date: September 20, 2013 (Lease) Current Landlord: Jeffrey William Carl Harris Tenant: GreenLife Solar Projects Inc.

CONNECTION AGREEMENTS

Connection Agreements for C&I Projects (**131 sites**)

MASTER PURCHASE AGREEMENT

Master Purchase Agreement, March 26, 2014

- (a) General Assignment and Assumption Agreements re: Master Purchase Agreement, between Grasshopper Solar Corporation (Assignor) and GSC Solar Leasing GP Inc., in its capacity as general partner of and on behalf of GSC Solar Leasing LP (Assignee) dated:
- (i) March 26, 2014;
 - (ii) July 16, 2014;
 - (iii) May 29, 2015;
 - (iv) June 30, 2015;
 - (v) July 31, 2015;
 - (vi) August 31, 2015;
 - (vii) September 30, 2015;
 - (viii) October 30, 2015;
 - (ix) October 30, 2015;
 - (x) December 31, 2015;
 - (xi) January 29, 2016;
 - (xii) February 29, 2016;
 - (xiii) March 31, 2016;
 - (xiv) April 29, 2016;

- (xv) May 31, 2016;
- (xvi) June 30, 2016;
- (xvii) July 31, 2016;
- (xviii) August 31, 2016;
- (xix) September 6, 2016;
- (xx) September 30, 2016;
- (xxi) December 30, 2016;
- (xxii) February 28, 2017;
- (xxiii) March 31, 2017;
- (xxiv) April 28, 2017;
- (xxv) May 31, 2017; and
- (xxvi) June 30, 2017.

LOAN DOCUMENTS IN FAVOUR OF FIRST NATIONS PARTNERS

1. Loan Agreement between SPN LP 1, Solar Power Network 009 Inc. and NFN Solar GP Inc., 26 July, 2017
2. General Security Agreement from SPN LP 1 and Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July 2017
3. General Security Agreement from Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July, 2017
4. Loan Agreement between SPN LP 4, Solar Power Network 009 Inc., and NFN Solar GP Inc., 26 July, 2017
5. General Security Agreement from SPN LP 4 and Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July, 2017
6. General Security Agreement from Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July, 2017
7. Loan Agreement between SPN LP 5, Solar Power Network 009 Inc., and NFN Solar GP Inc., 26 July, 2017
8. General Security Agreement from SPN LP 5, Solar Power Network 009 Inc., in favour of NFN Solar GP Inc., 26 July, 2017

9. General Security Agreement from Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July 2017

FIRST NATIONS PARTNERS RELATED LOANS

Promissory Notes from the First Nations Project Subsidiaries in favour of the Borrowers dated as of the Closing Date as follows:

Project entity	Intercompany loan amount	Int. rate
Chi Biidaaske Inc.	\$4,980,617	8.00%
Biidaaske Inc.	\$7,646,300	8.50%
Celeste Solar LP	\$1,808,717	8.50%
CEW L3V Solar III Limited Partnership	\$1,017,669	6.00%
Gengrowth Energy LP	\$10,325,00	Same as Interest Rate on DB A&R Credit Agreement dated May 31, 2018
Gengrowth Energy LP	\$1,075,000	12.00%

No Security is in place for this debt.

Project entity	Senior Debt*	Subordinated Debt	Sub-ordinate interest rate
SPN LP 3	\$13,440,850	\$1,107,655	9.00%
SPN LP 1	\$5,359,833	\$1,111,301	11.00%
SPN LP 4	\$8,786,925	\$1,971,384	11.00%
SPN LP 5	\$460,240	\$94,998	11.00%

* Senior Debt at rate as per Credit Agreement

Promissory Notes from the following Project Subsidiaries in favour of the GSC Solar Fund I Inc. dated as of the Accession Date as follows:

Project entity	Intercompany loan debt	Interest rate
Gengrowth Energy LP	\$1,000,000	12.00%

FIRST NATIONS PARTNERSHIP AGREEMENTS

SPN LP 1

Amended and Restated Limited Partnership Agreement between Solar Power Network 009 Inc., as General Partner, Nippising Solar (SPN) LP and Solar Power Network Inc., as Limited Partners, dated the 26th day of July, 2017.

Note – GSC SPN 3 Projects Inc. replaced Solar Power Network Inc. as a limited partner SPN LP 1 on July 26, 2017 and was in turn replaced by GSC Solar Fund I LP on March 19, 2018.

SPN LP 3

Amended and Restated Limited Partnership Agreement between Solar Power Network 001 Inc., as General Partner, HIAH Economic Dev LP and GSC SPN 3 Projects Inc., as Limited Partners, dated the 21st day of August 2017, together with a First Amendment to the Amended and Restated Limited Partnership Agreement, between Solar Power Network 001 Inc., as General Partner, HIAH Economic Dev LP and GSC SPN 3 Projects Inc., as Limited Partners, dated the 3rd day of November 2017.

Note – GSC Solar Fund I LP replaced GSC SPN 3 Projects Inc. as a limited partner on March 19, 2018.

SPN LP 4

Amended and Restated Limited Partnership Agreement between Solar Power Network 009 Inc., as General Partner, Nippising Solar (SPN) LP and Solar Power Network Inc., as Limited Partners, dated the 26th day of July, 2017.

Note – GSC SPN 3 Projects Inc. replaced Solar Power Network Inc. as a limited partner SPN LP 1 on July 26, 2017 and was in turn replaced by GSC Solar Fund I LP on March 19, 2018.

SPN LP 5

Amended and Restated Limited Partnership Agreement between Solar Power Network 009 Inc., as General Partner, Nippising Solar (SPN) LP and Solar Power Network Inc., as Limited Partners, dated the 26th day of July, 2017.

Note – GSC SPN 3 Projects Inc. replaced Solar Power Network Inc. as a limited partner SPN LP 1 on July 26, 2017 and was in turn replaced by GSC Solar Fund I LP on March 19, 2018.

CEW L3V Solar III Limited Partnership

Amended and Restated Limited Partnership Agreement between Marina Del Rey Solar Inc., as General Partner and Limited Partner, and Wikwemikong Renewable Energy Limited Partnership, as Limited Partner, dated the 9th day of March, 2017, together with the First Amendment to the Amended and Restated Limited Partnership Agreement between Marina Del Rey Solar Inc., as General Partner and Limited Partner, and Wikwemikong Renewable Energy Limited Partnership, as Limited Partner, dated the 14th day of December, 2017.

Note – GSC Solar Fund I LP replaced Marina Del Ray Solar Inc. as a limited partner on March 19, 2018.

Celeste Solar Limited Partnership

Limited Partnership Agreement between Aspen Solar Management Inc., as General Partner, Chippewas of the Thames Development Corporation and 8338132 Canada Inc., Jazz Solar Solutions Inc. and iSolar Energy Services Incorporated as Limited Partners, dated the 5th day of December, 2013, together with the First Amendment to the Limited Partnership Agreement between Celeste Solar GP Inc., as General Partner, 2423318 Ontario Inc. and Jazz Solar Solutions Inc., as Limited Partners, dated the 24th day of September, 2018.

Note – Jazz Solar Solutions Inc. acquired the units of 8338132 Canada Inc. and iSolar Energy Services Inc. on November 16, 2015. Celeste Solar GP Inc. replaced Aspen Solar Management Inc. as General Partner and Jazz Solar Solutions Inc. transferred some of its units to 2423318 Ontario Inc. on March 21, 2017. 2423318 Ontario Inc.'s units were transferred to GSC Solar Fund II LP on September 25, 2018. Jazz Solar Solutions Inc. transferred its remaining units to GSC Solar Fund II LP on May 21, 2019. GSC Solar Fund II LP and Chippewas of the Thames Development Corporation are now the only limited partners.

Gengrowth Energy LP

Second Amended and Restated Limited Partnership Agreement between GSC Gengrowth GP Inc., as General Partner, Gengrowth Inc., GSC Solar Fund I Inc. and, as Limited Partners, dated the 25th day of April, 2016, together with a First Amendment to the Second Amended and Restated Limited Partnership Agreement between GSC Gengrowth GP Inc., as General Partner, GSC Solar Fund I Inc., Gengrowth Inc. and Structural Tech Corporation Ltd., as Limited Partners, dated the __ day of ____, 201__.

Note – GSC Solar Fund I Inc. was replaced by GSC Solar Fund II LP as a limited partner on July 27, 2018. GSC Solar Fund II LP acquired the remaining Units of Gengrowth Inc. on March 3, 2020 so the only limited partners are GSC Solar Fund II LP and Structural Tech Corporation Ltd.

Biidaaske Inc.

Amended and Restated Unanimous Shareholder Agreement between GSC Solar Fund I Inc., Structural Tech Corporation Ltd., LM Solar Inc., and Biidaaske Inc., as the Company, dated the 7th day of March, 2016.

Note – LM Solar Inc. transferred some of its shares to GSC Solar Fund I Inc. on March 7, 2016. GSC Solar Fund I Inc. transferred its shares to GSC Solar Fund II LP on September 25, 2018. LM Solar Inc. transferred all of its remaining shares to GSC Solar Fund II LP on March 3, 2020

Chi Biidaaske Inc. – Shareholder Agreement

Second Amended and Restated Unanimous Shareholder Agreement between GSC Solar Fund I Inc., as GSC, Structural Tech Corporation Ltd., as STC, and Chi Biidaaske Inc., as the Company, dated the 18th day of August, 2017.

Note- GSC Solar Fund I Inc. transferred all of its shares to GSC Solar Fund I LP on March 18, 2018.

COMMUNITY, PUBLIC SECTOR, AND MUNICIPAL PARTNERS RELATED LOANS

Promissory Notes from the Community Project Subsidiaries in favour of the Borrowers dated as of the Closing Date as follows:

Project Entity	Intercompany loan amount	Interest ate
ICM Realty Group Solar 2013 Inc.	\$3,925,217	8.50%
LDREC SPN LP	\$8,476,085	7.50%
Rising Sun Community Power Corp.	\$3,978,000.00	7.00%
GSC Southlake Solar LP	\$20,210,633	6.00%
HSSW Limited Partnership	\$2,226,671.00	7.50%
SPN LP 10	\$5,744,183	7.5%
Greenlife Solar Projects Inc.	\$25,205,865	5.5%

*No Security is in place for this debt.

COMMUNITY, PUBLIC SECTOR, AND MUNICIPAL PARTNERSHIP AGREEMENTS

SPN LP 10

Amended and Restated Limited Partnership Agreement between Solar Power Network 006 Inc., as General Partner, Sunvie Renewable Energy Co-operative Inc. and GSC SPN 4 Projects LP, as Limited Partners, dated the 16th day of July, 2019.

LDREC SPN LP

Amended and Restated Limited Partnership Agreement between Solar Power Network 003 Inc., as General Partner, London District Renewable Energy Co-Operative Inc. and GSC SPN3 Projects Inc., as Limited Partners, dated the 21st day of November, 2017.

Note –GSC SPN 3 Projects Inc. was replaced by GSC Solar Fund I LP as a limited partner on March 19, 2018.

GSC Southlake Solar Limited Partnership

Limited Partnership Agreement between GSC Southlake Solar GP Inc., as General Partner, GSC Solar Fund II LP, GSC, and Southlake Regional Health Centre, as Southlake, dated the 5th day of December, 2017.

HSSW Limited Partnership

Amended and Restated Limited Partnership Agreement between Fit Solar GP 1 Inc., as General Partner, Heritage Solar Limited Partnership, Sven Walker Professional Corporation, Ethosolar Inc. and Corporation of the Township of Val Rita-Harty, as Limited Partners, dated the 17th day of January, 2017.

Note – Ethosolar Inc. transferred some of its units to Heritage Solar Limited Partnership and Sven Walker Professional Corporation on January 17, 2017. Heritage Solar Limited Partnership transferred all of its units to Capers Solar LP on December 22, 2017. Ethosolar Inc. transferred all of its remaining units to Capers Solar LP and Sven Walker Professional Corporation on March 29, 2018. Capers Solar LP and

Sven Walker Professional Corporation both transferred all of their units to GSC Fit 4.2 LP on December 23, 2019.

HSSW Property LP

Amended and Restated Limited Partnership Agreement between HSSW Property GP Inc, Heritage Solar Limited Partnership, Sven Walker Professional Corporation, and 2268953 Ontario Limited, in respect to and HSSW Property LP, dated January 17, 2017, as adopted by GSC FIT 4.2. LP, by adoption agreement dated December 23, 2019, amended from time to time.

Note - This Limited Partnership does not have a public sector partner, but is included here as it relates to the HSSW Limited Partnership. The HSSW Property LP only own equipment.

ICM Realty Group Solar Inc. – Shareholder Agreement

Unanimous Shareholders' Agreement between Fovere Glenbarra Energy Fund III Ltd. and Greenlife Co-Operative Inc and ICM Realty Group Solar 2013 Inc., as the Corporation, dated the 17th day of January, 2013, together with an Amendment to Shareholders' Agreement, between Fovere Glenbarra Energy Fund III Ltd., Greenlife Co-Operative Inc., McLevin Avenue Solar Inc. and ICM Realty Group Solar 2013 Inc., and GSC Solar Fund I Inc., dated the 5th day of May, 2015 and the Second Amendment to Shareholders' Agreement between Greenlife Co-Operative Inc., McLevin Avenue Solar Inc. and ICM Group Solar 2013. Inc.

Note – GSC Solar Fund I Inc. was added as a party as it was contemplated that McLevin Avenue Solar Inc. and ICM Realty Group Solar 2013 Inc. would amalgamate and GSC Solar Fund I Inc. would become a party to the agreement. That amalgamation was not proceeded with and so GSC Solar Fund I Inc. is not a party to the Shareholders Agreement.

Note – It is intended that the interest of Greenlife Co-operative Inc. be acquired by McLevin Avenue Solar Inc. contemporaneously with closing of the Second ARCA.

Rising Sun Community Power Corp.

Amended and Restated Unanimous Shareholders' Agreement between Rising Sun Community Power Corp., Sunny Moose LP, and Ryde Community Co-Operative, dated the 18th day of July, 2018. First

Note – GSC MPI Projects LP replaced Sunny Moose LP as a shareholder on March 8, 2019.

PROJECT SUBSIDIARY LOAN DOCUMENTS

Promissory Notes from the Project Subsidiaries in favour of the Borrowers dated as of the Closing Date as follows:

Project Entity	Intercompany loan amount	Interest Rate
2245073 Ontario Inc.	\$7,329,805	7.00%
2246253 Ontario Inc.	\$4,217,236	8.50%
2410581 Ontario Limited	\$3,223,921	7.00%

2428760 Ontario Inc.	\$1,384,400	7.00%
2377512 Ontario Inc.	\$1,804,519	9.50%
Howard Avenue Solar Inc.	\$2,216,572	8.00%
Grasshopper Solar FIT Projects Inc.	\$1,596,105	10.00%
Cleave Energy Holdings Ltd.	\$11,600,000	8.5%
2421907 Ontario Limited	\$700,000	8.5%
GSC Solar Leasing II LP	\$2,499,631.75	8.00%
GSC Solar Leasing II LP	\$16,397,563.09	8.00%
GSC SPN 4 Projects LP	\$5,016,165.00	7.00%
SPN LP 14	\$5,016,165.00	7.00%
SPN LP 15	\$5,016,165.00	7.00%

*No Security is in place for this debt

PROJECT SUBSIDIARY PARTNERSHIP AGREEMENTS

GSC Solar Fund I LP

Amended and Restated Limited Partnership Agreement between GSC Solar Fund I GP Inc., as General Partner, and GSC Solar Fund I Inc., as Initial Limited Partner, dated the 19th day of March, 2018.

GSC Solar Fund II LP

Amended and Restated Limited Partnership Agreement between GSC Solar Fund II GP Inc., as General Partner, and GSC Solar Fund I Inc., as Initial Limited Partner, dated the 19th day of March, 2018.

GSC Solar Leasing LP

Amended and Restated Limited Partnership Agreement between GSC Solar Leasing GP Inc., as General Partner, and GSC Solar Fund I LP, as Limited Partner, dated the 19th day of March, 2018.

GSC Solar Leasing II LP

Limited Partnership Agreement between GSC Solar Leasing II GP Inc., as General Partner, and GSC Solar Fund I Inc., as Initial Limited Partner, dated the 2nd day of August, 2017, together with the First Amendment to the Limited Partnership Agreement, between GSC Solar Leasing II GP Inc., as Leasing II GP, and GSC Solar Fund I Inc., as Fund I Inc., dated the 31st day of August, 2018.

GSC SPN 4 Projects LP

Limited Partnership Agreement between GSC SPN 4 Projects GP Inc., as General Partner, and GSC Solar Fund II LP, by its general partner, GSC Solar Fund II LP GP Inc., as Initial Limited Partner, dated the 11th day of November, 2017.

GSC Greenlife Projects LP

Limited Partnership Agreement between GSC Greenlife Projects GP Inc., as General Partner, and GSC Solar Fund II LP, as Initial Limited Partner, dated the 24th day of October, 2019.

SPN LP 14

Limited Partnership Agreement between Solar Power Network 007 Inc., as General Partner, and Solar Power Network Inc., as Limited Partner, dated the 23rd day of September, 2015 together with the First Amendment to the Limited Partnership Agreement between Solar Power Network 007 Inc., as General Partner, and Solar Power Network Inc., as the Limited Partner, dated the __ day of December, 2017 and the Second Amendment to the Limited Partnership Agreement, between Solar Power Network 007 Inc., as General Partner, and GSC SPN 4 Projects LP, by its general partner, GSC SPN 4 Projects GP Inc., as Limited Partner, dated the 1st day of May, 2019.

Note – GSC SPN 4 Projects LP became a limited partner on December 28, 2017 acquiring some of the units of Solar Power Network Inc. and acquired the remaining units on April 26, 2019 to become the sole limited partner.

SPN LP 15

Limited Partnership Agreement between Solar Power Network 007 Inc., as General Partner, and Solar Power Network Inc., as Limited Partner, dated the 23rd day of September, 2015 together with a First Amendment to the Limited Partnership Agreement between Solar Power Network 007 Inc., as General Partner, and Solar Power Network Inc., as the Limited Partner, dated the __ day of December, 2017 and the Second Amendment to the Limited Partnership Agreement, between Solar Power Network 007 Inc., as General Partner, and GSC SPN 4 Projects LP, by its general partner, GSC SPN 4 Projects GP Inc., as Limited Partner, dated the 1st day of May, 2019.

Note – GSC SPN 4 Projects LP became a limited partner on December 28, 2017 acquiring some of the units of Solar Power Network Inc. and acquired the remaining units on April 26, 2019 to become the sole limited partner.

HSSW Property LP

Limited Partnership Agreement between HSSW Property GP Inc., as General Partner, Heritage Solar Limited Partnership, Sven Walker Professional Corporation, and 2268953 Ontario Limited, dated the 17th day of January, 2017.

Note - Heritage Solar Limited Partnership transferred all of its units to Capers Solar LP on December 22, 2017. 2268953 Ontario Limited transferred all of its units to Capers Solar LP and Sven Walker Professional Corporation on December 22, 2017. Capers Solar LP and Sven Walker Professional Corporation both transferred all of their units to GSC Fit 4.2 LP on December 23, 2019.

GSC FIT 4.2 LP

Limited Partnership Agreement between GSC Fit 4.2 GP Inc., as General Partner, and GSC Solar Fund I Inc., as Initial Limited Partner, dated the 3rd day of October, 2018.

Note- GSC Solar Fund I Inc. was replaced by GSC Solar Fund II LP as a limited partner on December 23, 2019.

SCHEDULE 6.1(P)**AUTHORIZATIONS**

No outstanding Authorizations required to be obtained.

SCHEDULE 6.1(Q)
ENVIRONMENTAL MATTERS

None.

SCHEDULE 6.1(Q)(I)

ENVIRONMENTAL PERMITS

Ministry of the Environment, Environmental Activity and Sector Registry – Registration of Activities Related to Solar Facilities, for SA 1, SA 2, and SA 3 projects.

81605 Sideroad 6, Georgian Bluffs, Ontario

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-9110139879), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 24, 2017

28 Avenue East, Owen Sound, Ontario (IP Compost)

Grey Sauble Conservation Authority Permit No. GS17-239, August 8, 2017

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-7110141545), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 25, 2017.

2125 18th Avenue East, Owen Sound, Ontario (IP Public Works)

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-8110141329), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 25, 2017.

IP Rail Trail, L8 912 26 Street East, L1, Owen Sound, Ontario

Grey Sauble Conservation Authority Permit No. GS17-362, November 10, 2017

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-1110141143), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 25, 2017.

N ½ Lot 18, Concession 4, North Plantagenet Alfred/ Plantagenet, Ontario, K0B 1L0

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-7110153369), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated October 6, 2017.

South Nation Conservation (SNC), letter confirming that construction of solar farm at Roll No. 023102000405000 will not be within a SNC regulated area, dated June 13, 2017.

3161 Old Norwood Rd., Peterborough, Ontario

Otonabee Region Conservation Authority Permit No. 2017-226, March 14, 2018

B1830 Concession Rd. 11, Beaverton (Thorah), Ontario

Lake Simcoe Region Conservation Authority Permit No. BRP.2016.027 for temporary trenching associated with utility line installation and construction of gravel access road, September 15, 2016

33935 Thorah Sideroad, Beaverton, Ontario

Lake Simcoe Region Conservation Authority Permit No. BRP.2016.042 for Solar System Installation, November 29, 2016

38 Stephenson Road 8 W, Huntsville, Ontario, P0B 1M0

Ministry of Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-6646449718) in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated September 21, 2016

237 Proudfoot Road, Huntsville, Ontario, POB 1MO

Ministry of Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-7110271318) in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated October 30, 2017

84 Quesnel Road, West Nipissing, ON P2B 2V6

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-5110134660), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated June 1, 2017

84 Quesnel Road, Sturgeon Falls, ON P2B 2V6

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-1110134712), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated June 1, 2017

420 Quesnel Road, West Nipissing, ON P2B 2V9

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-1110135095), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

382 Quesnel Road, West Nipissing ON P2B 2V8

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-9110135151), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

580 Quesnel Road, West Nipissing ON P2B 2V9

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-1110135262), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

1759 Highway 43, RR 4 Merrickville ON K0G 1N0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-5110134487), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

203 Acton Drive, RR 1, Montague/ Smith Falls ON K7 5B8

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-9110134598), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

2694 Highway 7, Otonabee/ Indian River, ON K0L 2B0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-2512325746), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated June 25, 2015

5994 Wellington Rd 24, Hillsburgh ON N0B 1Z0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-3110114339), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated April, 2017

3189 Vern Drive, Greater Sudbury, ON P0M 1E0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-7110136139), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 12, 2017

Conservation Permit, issued by the Nickel District Conservation Authority, dated December 15, 2017, having permit number 2017-62.

Habitat Management Plan for Bobolink, prepared by McIntosh Perry Consulting Engineers Ltd., dated August 9, 2018 in respect to species at risk on the site;

3134 Main Street, Greater Sudbury, ON P0M 1E0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-5110136287), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated September 20, 2017

Habitat Management Plan for Bobolink, prepared by McIntosh Perry Consulting Engineers Ltd., dated August 9, 2018 in respect to species at risk on the site;

2884 Main Street, Greater Sudbury, ON P0M 1E0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-2110152193), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated June 2, 2017

Conservation Permit, issued by the Nickel District Conservation Authority, dated December 15, 2017, having permit number 2017-61.

3 Fire Route 53, Havelock, ON K0L 1Z0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-3110334665), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated January 15, 2018

313 Pipeline Road, Cramahe, ON K0K 1M0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-2110335427), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated January 15, 2018

8010 Stonehouse Road, Campbellcroft, ON L0A 1B0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-5110334566), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated January 15, 2018

3161 Old Norwood Rd., Peterborough, Ontario

Otonabee Region Conservation Authority Permit No. 2017-226, March 14, 2018

B1830 Concession Rd. 11, Beaverton (Thorah), Ontario

Lake Simcoe Region Conservation Authority Permit No. BRP.2016.027 for temporary trenching associated with utility line installation and construction of gravel access road, September 15, 2016

33935 Thorah Sideroad, Beaverton, Ontario

Lake Simcoe Region Conservation Authority Permit No. BRP.2016.042 for Solar System Installation, November 29, 2016

Conservation Permit, issued by Ganaraska Region Conservation Authority, dated July 18, 2017, having CRCA File No. POR1 14 2017

SCHEDULE 6.1(S)**PROPERTIES****MICROFIT PROJECTS**

See attached excel spreadsheet.

C&I PROJECTS

	Project	Legal Description	Municipal Description
1.	SA1	PT LTS 17, 18 & 19 CON 5 & PT RDAL BTN LTS 18 & 19 CON 5 HUMBERSTONE (CLOSED BY BYLAW RO185603), PT 1, 59R12761; SUBJECT TO AN EASEMENT AS IN SN353866; CITY OF WELLAND PIN: 64127-0529 LRO: 59 Niagara	77 Netherby Road, Welland
2.	SA2	PT LTS 16 & 17 CON 5 & PT RDAL BTN LTS 16 & 17 CON 5 HUMBERSTONE, PT 2, 59R12761; SUBJECT TO AN EASEMENT AS IN SN353866; CITY OF WELLAND PIN: 64129-0119 LRO: 59 Niagara	129 Netherby Road, Welland
3.	SA3	PART OF LOT 2, CONCESSION 5, GORE OF THE GEOGRAPHIC TOWNSHIP OF CAMDEN, DESIGNATED AS PARTS 1, 2 & 3, 24R5380; MUNICIPALITY CHATHAM-KENT PIN: 00600-0372 LRO: 24 Kent County	1053 Wellington Street South, Dresden
4.	Ironside	BLOCK 1, PLAN 43M1876; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 PL 43R34005 AS IN PR2193162; CITY OF BRAMPTON PIN: 14249-0259 LRO: 43 Peel County	100 Ironside Drive, Brampton
5.	Saltsman	PT BLK 3, PL 58M302, PTS 1-3 58R-14484. S/T EASE OVER PT 3 58R-14484 AS IN WR9943; PT BLK 2, PL 58M302, PTS 1-4 58R-16377. S/T EASE OVER PT 7 ON 58R14285 AS IN WR10332(PARTIALLY RELEASED BY WR650642). S/T EASE OVER PT 2 58R-16377 AS IN WR38612. S/T EASE OVER PT 3 58R-16377 IN FAVOUR OF BLK 2, PL 58M302 SAVE & EXCEPT PTS 1-4 58R-16377 AS IN WR435264.; CITY OF CAMBRIDGE PIN: 22628-0181 LRO: 58 Waterloo	115 Saltsman Drive, Cambridge

	Project	Legal Description	Municipal Description
6.	Savannah	LOT 7, PLAN 2M-1854, BRANTFORD CITY PIN: 32220-0178 LRO: 2 Brant	195 Savannah Oaks, Brantford
7.	Maybrook	PARCEL B-6, SECTION M1840 PT BLK B, 66M1840 PT 2, 66R15548; SUBJ TO COVN. AS IN A907606 SCARBOROUGH , CITY OF TORONTO PIN: 06050-0092 LRO: 80 Toronto	1 Maybrook Drive, Scarborough
8.	Stayner	PT LT 5 CON 10 SUNNIDALE BEING PT 1 AND PT 2 PLAN R1R38084; TOGETHER WITH AN EASEMENT OVER PT 3 51R38084 AS IN SC930388; SUBJECT TO AN EASEMENT OVER PT 2 51R38084 IN FAVOUR OF LT 6 & PT LT 5 CON 10 SUNN AS IN RO1038300 EXCEPT PTS 1 & 2 51R38084 AS IN SC930388; SUBJECT TO AN EASEMENT IN GROSS OVERPART 1 51R43512 AS IN SC1907788; TOWNSHIP OF CLEARVIEW PIN: 58207-0047 LRO: 51 Simcoe	6319 Highway 26, R.R. 2, Stayner
9.	Snow Valley	PT W1/2 LT 14 CON 6 VESPRE PT 1 & 2, 51R16730; SPRINGWATER PIN: 58357-0010 LRO: 51 Simcoe	1479 Snow Valley Road, Barrie
10.	Howard	PT SE1/4 LT 12 CON 6 ANDERDON PT 3 12R8547;; TOWN OF AMHERSTBURG PIN: 01550-0063 LRO: 12 Essex	7826 Howard Avenue, McGregor
11.	Woodlawn	PT LOT 1, CONCESSION 2, DIVISION D, TOWNSHIP OF GUELPH, PT 1, 2, 3, 4, 61R7050, S/T ROS200816 & T/W ROS200817 ; GUELPH PIN: 71358-0361 LRO: 61 Wellington	20 Woodlawn Road East, Guelph
12.	Hempstead	WENTWORTH STANDARD CONDOMINIUM PLAN NO. 411 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PCL 2-1, SEC 62M489; LT 2, PL 62M489; S/T AS SET OUT IN SCHEDULE 'A' OF DECLARATION WE431146; CITY OF HAMILTON. PINs: 18411 - 0001 to 0094 (16 suites * 94 total units/PINs) LRO: 62 Hamilton Wentworth	(Units 1-94) 95 Hempstead Drive, Hamilton

	Project	Legal Description	Municipal Description
13.	Mill Street	LOT 19 PLAN 266 HENSALL; LOT 20 PLAN 266 HENSALL; LOT 21 PLAN 266 HENSALL; LOT 22 PLAN 266 HENSALL; LOT 23 PLAN 266 HENSALL; LOT 24 PLAN 266 HENSALL; LOT 25 PLAN 266 HENSALL; LOT 26 PLAN 266 HENSALL; PART LOT 21 CON 1 HAY AS IN R200476 EXCEPT PT 1 22R4109 & EXCEPT PARTS 1, 2 & 3, 22R6602; S/T R319589; MUNICIPALITY OF BLUEWATER PIN: 41225-0570 LRO: 22 Huron	73 Mill Street, Hensall, Ontario
14.	140/150 McLevin	PCLS D-3 & Q-1, SECT M1576 PT BLK D, 66M1576 PTS 1, 2 & 3, 66R14879; BLK Q, 66M1576 PT 4 66R14879 SUBJ TO EASE & ROW OVER PT 3 66R14276 AS IN C233629 SCARBOROUGH, CITY OF TORONTO PIN: 06079-0126 LRO: 80 Toronto	140-150 McLevin Avenue, Toronto
15.	120 McLevin	PCL D-3, SECT M1576 PT BLK D, 66M1576 PTS 1 & 2, 66R13234 & PT 4, 66R14276; SUBJ TO EASE & ROW OVER PT 2, 66R13234 AS IN C163898; TOGETHER WITH EASE OVER PT 1 66R14276 AS IN C233629; SUBJ TO EASE OVER PT 1 66R8064 SCARBOROUGH, CITY OF TORONTO PIN: 06079-0124 LRO: 80 Toronto	120 McLevin Avenue, Toronto
16.	1755 Sylvestre Drive, Tecumseh	PT LT 155 CON 1 SANDWICH EAST PT 1 & 2 12R14115; S/T R1278258; TECUMSEH PIN: 75244-0414 LRO: 12 Essex	1755 Sylvestre Drive, Tecumseh
17.	1724 County Rd 20, Leamington	PT LT 17 CON A MERSEA AS IN R1432222 & R1432363 S/Y & T/W R291166; LEAMINGTON PIN: 75103-0116 LRO: 12 Essex	1724 County Rd 20, Leamington
18.	370 Erie St. East, Windsor	LTS 139, 140, 141, PT LTS 138, 142, 143 PL 122, PT PK LT 4 PL 106 DESIGNATED AS PTS 2 & 3 PL 12 R19105; CITY OF WINDSOR PIN: 01166-0529 LRO: 12 Essex	370 Erie St. East, Windsor
19.	2627 Temple Dr., Windsor	LT 2 PL 12M256 SAVE & EXCEPT PT 1 ON PL 12R-23588; WINDSOR PIN: 01352-0289 LRO: 12 Essex	2627 Temple Dr., Windsor

	Project	Legal Description	Municipal Description
20.	2720 St. Etienne Blvd., Windsor	PT LTS 98 & 99, CONC 3, Sandwich EAST AS PT 1 ON 12R10658; WINDSOR AMENDED BY LO 2003 PIN: 01408-1047 LRO: 12 Essex	2720 St. Etienne Blvd., Windsor
21.	55 Talbot Street West, Leamington	LT 9-13 PL 174 LEAMINGTON; PT LT 29-30 PL 174 LEAMINGTON PT 12R17234; LEAMINGTON; S/T EASEMENT OVER PT 5 PLAN 12R-22639 AS IN CE245810; LEAMINGTON PIN: 75130-0108 LRO: 12 Essex	55 Talbot Street West, Leamington
22.	24 Oak Street East, Leamington	PART LOT 7 CON 1 DESIGNATED AS PARTS 1 TO 10 PL 12R13400 & PARTS 1 & 2 PL 12R21012; T/W R1288672, R1285121; S/T & T/W A RIGHT AS IN CE90837; S/T R1538151 & R1468689 MUNICIPALITY OF LEAMINGTON PIN: 75115-0559 LRO: 12 Essex	24 Oak Street East, Leamington
23.	129 Erie Street South, Leamington	PT LT 6 CON 2 PT 1 12R10415 LEAMINGTON PIN: 75132-0001 LRO: 12 Essex	129 Erie Street South, Leamington
24.	1295 North Service Road, Burlington	PT LT 10, RCP PL 99, PART 3 & 7, 20R6963, S/T IN 619045; BURLINGTON PIN: 07127-0265 LRO: 20 Halton County	1295 North Service Road, Burlington
25.	666 Burnhamthorpe Road, Etobicoke	PT LT 1, CON RIVER ETOBICOKE, PT LT 23, CON 1 NORTHERN DIVISION FRONTING LAKE ONTARIO, EXCEPT ROW THEREIN, PT 66 FT RD ALLOW AS SHOWN ON MUNICIPAL SURVEY NO. 90; AS IN E203920; S/T EB285037L T/W EB342164, ETOBICOKE, CITY OF TORONTO PIN: 07557-0006 LRO: 80 Toronto	666 Burnhamthorpe Road, Etobicoke
26.	25 Museum Drive, Orillia	PT LT 10 CON 6 SOUTH ORILLIA BEING PTS 3, 4 & 5 51R37616; SUBJECT TO AN EASEMENT IN GROSS OVER PT 4 51R37616 AS IN SC861375; SUBJECT TO AN EASEMENT OVER PTS 3, 4 & 5 51R37616 IN FAVOUR OF PTS 10, 11, 15 & 16 51R37616 AS IN SC874061; TOGETHER WITH AN EASEMENT OVER PTS 10, 11, 15 & 16 51R37616 AS IN SC874061 PIN: 58686-0096(LT) LRO: 51 Simcoe PT LT 10 CON 6 SOUTH ORILLIA BEING PTS 6, 7, 8, 9, 17, 18 & 19 51R37616, T/W PT LT 10 CON 6 SOUTH ORILLIA PTS 18 TO 23 51R23207 AS IN	25 Museum Drive, Orillia

	Project	Legal Description	Municipal Description
		RO1145266, T/W PT LT 10 CON 6 SOUTH ORILLIA PTS 3 TO 7, 10, 11, 12, 26, 27, 32, 33, 36, 37, 38, 40, 41, 42, 44, 45, 47, 48, 50, 52, 53, 55, 56, 58, 60, 61, 63, 64, 66, 68 TO 71, 73, 74, 76, 78, 79, 80, 89, 90 & 94 51R24273 AS IN LT261833, T/W PT LT 10 CON 6 SOUTH ORILLIA PTS 14, 16, 19, 21 & 28 51R24273 AS IN LT315061, T/W PT LT 10 CON 6 SOUTH ORILLIA PTS 85, 88, 89, 92, 94 & 95 51R24273 & PT 1 51R27352; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 6, 7, 8, 9, 17, 18 & 19 51R37616 AS IN LT261828; SUBJECT TO AN EASEMENT OVER PTS 7 & 18 51R37616 IN FAVOUR OF PTS 1, 2, 3, 4, 7 & 9 51R23207 AS IN LT261834; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 18 & 19 51R37616 AS IN SC861375; SUBJECT TO AN EASEMENT OVER PTS 6, 7, 8, 9, 17, 18 & 19 51R37616 IN FAVOUR OF PTS 10, 11, 15 & 16 51R37616 AS IN SC874061; TOGETHER WITH AN EASEMENT OVER PTS 10, 11, 15 & 16 51R37616 AS IN SC874061; SUBJECT TO AN EASEMENT IN GROSS OVER PT 9 51R37616 AS IN RO1124416; CITY OF ORILLIA PINs: 58686-0098 LRO: 51 Simcoe	
27.	329 Parkside Drive, Waterdown	PT LT 6, CON 4 EAST FLAM, FIRSTLY: AS IN VM220156 ; S/T EF23947 AND SECONDLY: BEING PT 1, 2 & 3 ON 62R-15317 EXCEPT PT 2 ON 62R-15829; S/T EASMT OVER PT 2 ON 62R-15317 AS IN EF21375; S/T EASMT OVER PT 1 & 2 ON 62R-15829 AS IN WE34586; S/T EF21698, IF ANY; CITY OF HAMILTON PIN: 17514-0227 LRO: 62 Hamilton Wentworth	329 Parkside Drive, Waterdown
28.	71 City View Drive, Toronto	PT LT 13 PLAN 4790 AS IN EB531815 S/T EB319882 "DESCRIPTION IN TB733496 MAY NOT BE ACCEPTABLE IN FUTURE" ETOBICOKE, CITY OF TORONTO PIN: 07415-0052 LRO: 80 Toronto	71 City View Drive, Toronto
29.	1390 Advance Road, Oakville	PT LT 24, CON 3 TRAPALGAR, SOUTH OF DUNDAS STREET, PART 8 AND 9, 20R8972; S/T 815081 "& S/T 601966"; OAKVILLE "AMENDED AUG 4 '99 J. MENARD" PIN: 24848-0019 LRO: 20 Halton County	1390 Advance Road, Oakville
30.	1389 Advance Rd., Oakville	PT LT 24, CON 3 TRAF SDS, PTS 2, 3 20R9713; S/T 601966; TOWN OF OAKVILLE PIN: 24848-0024	1389 Advance Rd., Oakville

	Project	Legal Description	Municipal Description
		LRO: 20 Halton County	
31.	600 Gillard St., Wallaceburg	LT 44 RCP 784; CHATHAM-KENT PIN: 00578-0098 LRO: 24 Kent County	600 Gillard St., Wallaceburg
32.	196 Erie Street North, Wheatley	PART OF LOT 218, NORTH TALBOT ROAD, GEOGRAPHIC TOWNSHIP OF MERSEA, DESIGNATED AS PART 1, 24R7905, S/T INTEREST, IF ANY, IN 24353, 263085, 279473, 420959; CHATHAM-KENT PIN: 00837-0252 LRO: 24 Kent County	196 Erie Street North, Wheatley
33.	1212 North Street, Dresden	PT PARKLT 9 PL 133 AS IN 280633; CHATHAM- KENT PIN: 00599-0229 LRO: 24 Kent County	1212 North Street, Dresden
34.	49 Bond Avenue, Chatham	BLK A, PLAN 619 AND PT LT 22, NORTH MIDDLE ROAD, DESIGNATED AS PARTS 2, 3, 4, 6, 10, 11, 12 AND 13, 24R10278, GEOGRAPHIC TOWNSHIP OF TILBURY NORTH, FORMERLY THE TOWN OF TILBURY; MUNICIPALITY CHATHAM-KENT PIN: 00802-0266 LRO: 24 Kent County	49 Bond Avenue, Chatham
35.	11 Dansk Crt, Etobicoke	PART OF LOT 38, CONCESSION 3, NORTHERN DIVISION FRONTING THE HUMBER, DESIGNATED AS PARTS 1,2,7, AND 11 ON PLAN 66R-23829. S/T EASE OVER PARTS 3 AND 10 ON PLN 66R-5853 AS IN B331869 PARTIALLY RELEASED BT A713707 AND C179662; S/T EASE OVER PART 3 ON PLN 66R-5853 AS IN B296831 PARTIALLY RELEASED BY A713706; S/T B296831. S/T EASE OVER PT 7 ON PLN 66R-23829 IN FAVOUR OF PTS 3,4,5,6,8,9 AND 10 ON PLN 66R- 23829 FOR THE PURPOSES AS IN AT1945731. T/W EASE OVER PTS 5,6, AND 8 ON PLN 66R-23829 FOR THE PURPOSES AS IN AT1945731. S/T EASE OVER PTS 7 AND 11 ON PLAN 66R-23829 IN FAVOUR OF PTS 3,4,5,6,8,9 AND 10 ON PLN 66R-23829 FOR THE PURPOSES AS IN AT1945731. T/W EASE OVER PTS 5,6,8,9 AND 10 ON PLN 66R-23829 FOR THE PURPOSES AS IN AT1945731. T/W EASE OVER PT 9ON PLN 66R-23829 FOR THE PURPOSES AS IN AT1945731. CITY OF TORONTO PIN: 07367-0111 LRO: 80 Toronto	11 Dansk Crt, Etobicoke

	Project	Legal Description	Municipal Description
36.	30 Curtis Ave North, Paris	PT BLK 13, PL 492; PT MISCELLANEOUS GORE FRONTING LT 28, CON 1, SOUTH DUMFRIES; PT 1, 2R2663 & PT 4, 2R1947; S/T RESERVATION OF MINES AND MINERALS IN A167903; PARIS PIN: 32050-0247 LRO: 2 Brant	30 Curtis Ave North, Paris
37.	2333 Wycroft Road (Units 1-12), Oakville	(UNITS 1-12), LEVEL 1, HALTON CONDOMINIUM PLAN NO. 193; PT LT 2 PL 20M427, PTS 1, 2 & 3 20R8948, AS IN SCHEDULE 'A' OF DECLARATION H442665; S/T H481522, H495867 OAKVILLE PIN: 25492-0001 to 0012 (inclusive - PINs for all 12 units) LRO: 20 Halton County	2333 Wycroft Road (Units 1-12), Oakville
38.	405 Eastport Blvd, Hamilton	THE BED OF HAMILTON HARBOUR IN FRONT OF LT 14, 15, 16, 17, 18, 19, 20 CON 1 & BF BARTON; LT 37-38, 115-119 PL 32; PT LT 10 CON BF BARTON AS IN HL129085; PT WATER LT IN FRONT OF LT 10 CON BF BARTON; PT LT 11 CON BF BARTON; PT WATER LT IN FRONT OF LT 11 CON BF BARTON; PT LT 12 CON BF BARTON; PT WATER LT IN FRONT OF LT 12 CON BF BARTON; PT LT 13 CON BF BARTON; PT WATER LT IN FRONT OF LT 13 CON BF BARTON PT 1 TO 6 62R5568 & AS IN HA154384, HA160724, HA272117, DP10947, NS15849, NS39819, NS120959, NS143483, NS170676, NS203749, NS260144, NS267325, HL49923, HL50417, HL97631, HL119030, HL129085, AB64335, AB166226, CD225080; PT RDAL BTN LT 12 & 13 CON BF BARTON (CLOSED BY AB267183) AS IN AB321448, S/T AB147043, S/T CD352691, S/T CD108156, S/T CD86924, S/T CD61176, S/T AB305049, S/T AB175255, S/T HL319845, S/T CD86924; PT LT 1 CON BF BARTON PT LT 32, 33, 34 CON BF SALTFLEET, PT WATER LT IN FRONT OF LT 1, 2, 3 CON BF BARTON AS IN NS205927 EXCEPT NS290232, NS205929 & AS IN HL276542, AB50005 & EXCEPT AB110034, NS180603, NS188406, NS286294; PT LANDS COVERED WITH WATER IN FRONT OF LT 4 CON BF BARTON AS IN AB286178; PT LANDS COVERED WITH WATER IN FRONT OF LT 31 TO 34 CON BF SALTFLEET & IN FRONT OF RDAL BTN LT 32 & 33 CON BF SALTFLEET AS IN AB37900 & AS IN AB286174 EXCEPT PT 1 TO 7 & 9 TO 11 62R15661 & EXCEPT NS230407; PT LT 34 CON BF SALTFLEET, PT WATER LT IN FRONT OF LT 34 CON BF SALTFLEET AS IN HL95285 & NS283117 EXCEPT AB38912; PT BURLINGTON BEACH (UNREGISTERED) W/S BEACH RD PT OF PT 2 62R5825; PT THE BED OF HAMILTON HARBOUR AKA LAND COVERED WITH WATER ALL OF THE BAY IN FRONT OF THE CITY AS IN NS143483,	405 Eastport Blvd, Hamilton

	Project	Legal Description	Municipal Description
		AB286173, AB286177, HL146208, HL262724, NS36883, NS76043, NS87000, NS87001, NS87002, NS103789, NS120267, NS138923, NS205927, NS283117, HL40092, HL49923, HL50417, HL95285, HL97631, HL119031, HL261206, HL276542, HL319845, AB37900 PT 13, 14 62R6918, PT 1 62R6974 EXCEPT PT 12 62R6918, NS290232, NS205929, NS230407, SA44098, HL269474, AB38912, AB286179, AB286180, CD280084, AB15552, PT 1 62R1159, 62R15663, 62R15142, 62R5914; S/T AB219412, AB321448E, CD175577, CD207475, CD210245, CD280243, CD280244, HL261206, SA19615, VM213672, VM234017, VM250815; CITY OF HAMILTON; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1,2,3,4 & 5 ON 62R19121 AS IN WE826418 PIN: 17579-0086 LRO: 62 Hamilton Wentworth	
39.	275 Victoria St, St. Marys	PART LOT 20 CONCESSION 17 BLANSHARD PARTS 1, 3, 6, 7, 11, 12, 16 & 17, 44R6045; TOWN OF ST. MARYS PIN: 53245-0288 (LT) LRO: 44 Perth	275 Victoria St, St. Marys
40.	565 Richmond St., Chatham	PART LOTS 21 & 22, CONCESSION 1, EASTERN BOUNDARY, GEOGRAPHIC TOWNSHIP OF RALEIGH, DESIGNATED AS PART 4, 24R9036; SUBJECT TO AN EASEMENT OVER PART OF LOTS 21 & 22, CON 1, RALEIGH, DESIGNATED AS PART 4, 24R9036 IN FAVOUR OF PART OF LOT 21, CON 1, RALEIGH, DESIGNATED AS PARTS 1, 2 & 3, 24R8797, PART OF LOT 21, CON 1, RALEIGH, DESIGNATED AS PART 12, 24R9036 AND PART OF LOT 21, CON 1, RALEIGH, DESIGNATED AS PARTS 3 & 15, 24R9036 AS IN CK55251; EASEMENT CK55251 RELEASED AS TO PARTS 11, 12, 13 & 14, PLAN 24R10448 BY CK153979; TOGETHER WITH AN EASEMENT OVER PART OF LOT 21, CON. 1, EB, RALEIGH, DESIGNATED AS PARTS 7 & 8, 24R9036 AS IN CK57480; EASEMENT CK57480 RELEASED AS TO PARTS 11, 12, 13 & 14, PLAN 24R10448 BY CK153976; TOGETHER WITH AN EASEMENT OVER PART OF LOT 21, CON 1, RALEIGH, DESIGNATED AS PARTS 1, 2 & 3, 24R8797 AND PARTS 3, 12 & 15, 24R9036 AND PART OF LOT 22, CON 1, RALEIGH, DESIGNATED AS PART 1, 24R9036 AS IN CK55252; EASEMENT CK55252 RELEASED AS TO PARTS 11, 12, 13 & 14, PLAN 24R10448 BY CK153977; MUNICIPALITY CHATHAM-KENT PIN: 00524-0622	565 Richmond St., Chatham

	Project	Legal Description	Municipal Description
		LRO: 24 Kent County	
41.	2100 Main St, Val Caron	PCL 51064 SEC SES; PT LT 8 CON 6 BLEZARD PT 1 53R15517; S/T EASEMENT IN GROSS OVER PT 1 53R17083 AS IN SD42645; GREATER SUDBURY PIN: 73501-0090 LRO: 53 Sudbury	2100 Main St, Val Caron
42.	25 Oriole Pkw, Elmira	PT LT 5 RCP 1331 WOOLWICH PT 1 & 3, 58R4951 EXCEPT PT 1 58R6446; S/T 373259, 699792; WOOLWICH; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 PL 58R19197 AS IN WR1023106 PIN: 22217-0073 LRO: 58 Waterloo	25 Oriole Pkw, Elmira
43.	490 Elgin St., Brantford	PT LT 41 CON 4 BRANTFORD TWP PTS 1,2,3 2R6214; BRANTFORD CITY; S/T EASE TB57378 ON PT 2 2R6214 PIN: 32118-0039 LRO: 2 Brant	490 Elgin St., Brantford
44.	192 Mary Street, Brantford	LT 11 PL 692 BRANTFORD CITY; CITY OF BRANTFORD PIN: 32108-0209 LRO: 2 Brant	192 Mary Street, Brantford
45.	46 Zatonski Ave., Brantford	CONSOLIDATION OF VARIOUS PROPERTIES PT LT 29, 30, PT RESERVE BLK 53, PT HOPTREE LANE (CLOSED BY BC43648), PL 2M1854, PT 1, 2R6157, PT 2, 4, 2R6691; BRANTFORD CITY PIN: 32220-0300 LRO: 2 Brant	46 Zatonski Ave., Brantford
46.	80 Second Ave. West, Simcoe	LT 2-6 BLK 7 PL 182; PT LT 1 BLK 7 PL 182; PT BLK 8 PL 182; PT UPPER MILL POND PL 182 PT 4, 5 & 8 37R2080 S/T & T/W NR587819; NORFOLK COUNTY PIN: 50189-0045 LRO: 37 Norfolk	80 Second Ave. West, Simcoe
47.	107 & 109 Greenock Street East, Port Dover	PT LT A BLK 12 PL 207; PT RAILWAY LT 22 PL 207 PT2 37R7194; NORFOLK COUNTY PIN: 50253-0099 LRO: 37 Norfolk PT RAILWAY LT 16 PL 207; PT RAILWAY LT 22 PL 207; PT LT A BLK 12 PL 207; PT LT C BLK 98 PL 207; PT LT 33 BLK 100 PL 207 PT 3 37R7194 EXCEPT MRO PT 1 37R4560; S/T NR528868; NORFOLK COUNTY;	107 & 109 Greenock Street East, Port Dover

	Project	Legal Description	Municipal Description
		PIN: 50253-0100 LRO: 37 Norfolk	
48.	24 Norfolk Street, Simcoe	9-11 BLK 75 PL 182; PT LT 12, 3-8 BLK 75 PL 182 AS IN NR562216 T/W NR562216 (FOURTHLY DESCRIBED); NORFOLK COUNTY PIN: 50225-0088 LRO: 37 Norfolk	24 Norfolk Street, Simcoe
49.	54 Parkway Ave., Markham	PCL 13-1 SEC MA8; PT LT 13 CON 8 PT 1 66R3173 ; MARKHAM. S/T EASE OVER PT 1, 66R3173, IN FAVOUR OF ROGERS CABLE INC., AS IN YR421228 PIN: 02925-0268 LRO: 65 York Region	54 Parkway Ave., Markham
50.	330 Sovereign Rd., London, ON, N6M 1A8	PARCEL 1-55, SECTION 33-L-B PART LOT 1 CONCESSION "B" DESIGNATED PART 1 33R7797 LONDON/LONDON TOWNSHIP PIN: 08131-0053 LRO: 33 Middlesex County	330 Sovereign Rd., London, ON, N6M 1A8
51.	363 Sovereign Rd., London, ON, N6M 1A3	PARCEL 1-7, SECTION 33-L-B PARK LOT 1 CONCESSION "B" DESIGNATED PART 7 33R3716 LONDON/LONDON TOWNSHIP PIN: 08131-0007 LRO: 33 Middlesex County	363 Sovereign Rd., London, ON, N6M 1A3
52.	570 Industrial Rd., London, ON, N5V 1V1	PART LOT 4 PLAN 848 AS IN 641980 LONDON/LONDON TOWNSHIP PIN: 08127-0153 LRO: 33 Middlesex County	570 Industrial Rd., London, ON, N5V 1V1
53.	85 Midpark Rd., London, ON, N6N 1B2	PT LT 18 CON 2, PT 11 MRD184 SUBJECT TO 539966 LONDON/WESTMINSTER PIN: 08484-0030 LRO: 33 Middlesex County	85 Midpark Rd., London, ON, N6N 1B2
54.	2449 Dundas St. E., London, ON, N5V 3C8	PART LOTS 2, 3, 4, 5, 9 & 10 PLAN 17; AS IN 657308, 739511 NORTH DORCHESTER TWP PIN: 08172-0002 LRO: 33Middlesex County	2449 Dundas St. E., London, ON, N5V 3C8
55.	2200 Wharncliffe Road S., London, ON, N6P 1L1	PART LOTS 18&19, ALL LOT 26, PLAN 722 AS IN 376252 LONDON PIN: 08221-0007 LRO: 33 Middlesex County	2200 Wharncliffe Road S., London, ON, N6P 1L1

	Project	Legal Description	Municipal Description
56.	1717 Oxford St. E., London., ON, N5V 2Z5	PART LOT 76, PLAN 19, AS IN 732100 LONDON/LONDON TOWNSHIP PIN: 08108-0007 LRO: 33 Middlesex County	1717 Oxford St. E., London., ON, N5V 2Z5
57.	760 Wharncliffe Rd S., London, ON, N6J 2N4	PT LT 30 CON, 1 PT 1 33R2595 LONDON/WESTMINSTER PIN: 08459-0005 LRO: 33 Middlesex County	760 Wharncliffe Rd S., London, ON, N6J 2N4
58.	Marina del Rey	PART BLOCK J PLAN 687 MARA, PART 1 51R18273; TOGETHER WITH AN EASEMENT AS IN RO948614; TOWNSHIP OF RAMARA PIN: 74020-0205 LRO: 51 Simcoe BLOCK C PLAN 687 MARA; TOGETHER WITH EASEMENT AS IN RO948614; TOWNSHIP OF RAMARA PIN: 74020-0204 LRO: 51 Simcoe	4130 Bayview Avenue, Orillia
59.	247 Kingsley Road, Picton	PT LT 1 & 2 CON SE CARRYING PLACE HALLOWELL; PTS 1,2,3 47R8322; S/T EC1170; T/W EC2619; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 47R8743 AS IN EC39887; COUNTY OF PRINCE EDWARD PIN: 55074-0440 (LT) LRO: 47 Prince Edward	247 Kingsley Road, Picton
60.	15860 Loyalist Parkway, Bloomfield	PT LT 6-7 CON 1 NORTHWEST OF WEST LAKE HALLOWELL PT 3, 4, 5 47R6545; PRINCE EDWARD PIN: 55050-0180 (LT) LRO: 47 Prince Edward	15860 Loyalist Parkway, Bloomfield
61.	553 County Road 22, Picton	PT LT 24 CON 2 MILITARY TRACT HALLOWELL PT 1 47R7009; T/W PE152038; SUBJECT TO AN EASEMENT IN GROSS OVER PT 6 47R8376 AS IN EC18370; COUNTY OF PRINCE EDWARD PIN: 55075-0106 (LT) LRO: 47 Prince Edward	553 County Road 22, Picton
62.	473 South Big Island Road, Demorestville	PART LOT 14, BIG ISLAND SOPHIASBURGH, PART 1, PLAN 47R7943, SAVE AND EXCEPT PART 1, PLAN 47R8957; COUNTY OF PRINCE EDWARD PIN: 55040-0148 (LT) LRO: 47 Prince Edward	473 South Big Island Road, Demorestville

	Project	Legal Description	Municipal Description
		PART LOT 14, BIG ISLAND SOPHIASBURGH, PART 1, PLAN 47R8957; COUNTY OF PRINCE EDWARD PIN: 55040-0147(LT) LRO: 47 Prince Edward	
63.	162 Fish Lake Rd, Demorestville	PT LT 34-35 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 2 RD9 T/W PE111452; PRINCE EDWARD PIN: 55046-0075 (LT) LRO: 47 Prince Edward	162 Fish Lake Rd, Demorestville
64.	1944 County Road 5, Picton	BLK B PL 4 GORE D SOPHIASBURGH; PT LT S.VANMEAR PL 4 GORE D SOPHIASBURGH AS IN PE31836 LYING E OF COUNTY RD # 5; S/T INTEREST IN PE179645; PRINCE EDWARD PIN: 55046-0082 (LT) LRO: 47 Prince Edward	1944 County Road 5, Picton
65.	1036 Gilead Rd, Bloomfield	LT 5, 7 RCP 31 HALLOWELL EXCEPT PT 1 47R3553; S/T PE101088 & PE102343; PRINCE EDWARD PIN: 55035-0139 (LT) LRO: 47 Prince Edward	1036 Gilead Rd, Bloomfield
66.	3154 County Road 1, Bloomfield	LT 6 RCP 33 HALLOWELL; PRINCE EDWARD PIN: 55036-0203 (LT) LRO: 47 Prince Edward	3154 County Road 1, Bloomfield
67.	13644 Loyalist Parkway, Picton	PT LT 17 CON 2 MILITARY TRACT HALLOWELL AS IN PE143051 (PCL 1), EXCEPT PT 1 47R2293, PT 1 47R5716, PT 1 47R8183; S/T INTEREST IN PE143051; PRINCE EDWARD PIN: 55049-0360 (LT) LRO: 47 Prince Edward	13644 Loyalist Parkway, Picton
68.	48 Nery Avenue, Picton	PT LT 1 & 22 CON SE CARRYING PLACE; PT RDAL BTN LT 1 & 22 CON SE CARRYING PLACE CLOSED BY PE62551; PTS 1,2,3,4,5 47R8341; S/T OVER PT 1 47R8341 AS IN HW16091; S/T OVER PT 5 47R8341 AS IN EC862; S/T OVER PT 2 & 3 47R8341 AS IN EC1164; T/W EC2619; HALLOWELL; PRINCE EDWARD; PIN: 55074-0441 (LT) LRO: 47 Prince Edward	48 Nery Avenue, Picton
69.	Derby Works Yard	PART LOT 3 CONCESSION 5 DERBY BEING PART 1 PLAN 16R4925 AND PARTS 1, 2, 3 & 4 PLAN 16R11282; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 & 4 PLAN 16R11282 IN FAVOUR OF PART LOT 3 CONCESSION 5 DERBY PART 1 PLAN 16R1321 EXCEPT PARTS 1, 2, 3 & 4 PLAN 16R11282	62190 Side Road 3, RR# 3, Owen Sound, Ontario, N4K 5N5

	Project	Legal Description	Municipal Description
		AS IN GY180017; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 & 4 PLAN 16R11282 IN FAVOUR OF PART LOT 3 CONCESSION 5 DERBY PART 1 PLAN 16R1321 EXCEPT PARTS 1, 2, 3 & 4 PLAN 16R11282 AS IN GY180017; TOWNSHIP OF GEORGIAN BLUFFS PIN 37082-0128 LRO: 16 Grey	
70.	81605 Side Road 6, RR# 4, Tara, Ontario	PT LT 7 CON 8 DERBY AS IN R258695; S/T DEBTS IN R208738; GEORGIAN BLUFFS; PIN 37079-0082 LRO: 16 Grey	81605 Side Road 6, RR# 4, Tara, Ontario, N0H 2N0
71.	IP Compost Site	PARKLT 10 RANGE 9 EGR PL OWEN SOUND; PT PARKLT 9 RANGE 9 EGR PL OWEN SOUND; PT PARKLT 9 RANGE 8 EGR PL OWEN SOUND PT 1 & 2, 16R7694, PT 3, 16R1193 & PT 8, 16R337 EXCEPT PT 1, 16R1193 AND EXCEPT PART 1 PLAN 16R10752; CITY OF OWEN SOUND; PIN 37061-0253 LRO: 16 Grey	Pk lt 10 & Pk Lot 9 Range 9 EGR Pl Owen Sound; Pt Pk Lt 9 Range 8 EGR Owen Sound; Pt 1 & 2 16R7694, Pt 3 16R1193 & Pt 8 16R337 except Pt 1, Owen Sound, Ontario, N4K 5N3
72.	IP Public Works	PART OF PARK LOTS 6, 7 AND 8, RANGE 8 EAST OF THE GARAFRAXA ROAD, PLAN OWEN SOUND, PART 1 PLAN 16R10287 EXCEPT PARTS 1, 2 AND 4 PLAN 16R10530, PART 3 PLAN 16R3728 AND PART 3, PLAN 16R5091; CITY OF OWEN SOUND; PIN 37061-0265 LRO: 16 Grey	2125 18 th Avenue East, Owen Sound, Ontario, N4K 1W8
73.	IP Rail Trail	PT PARKLT 8 RANGE 10 EGR PL OWEN SOUND PT 6 16R4708; OWEN SOUND; PIN 37060-0137 LRO: 16 Grey	Pt Park Lot 8 Range 10 EGR Pl Owen Sound Pt 6 16R4708; Owen Sound RR# 1, Owen Sound, Ontario, N4K 5N3
74.	Plantagenet	N 1/2 LT 18 CON 4 NORTH PLANTAGENET; ALFRED/PLANTAGENET; PIN 54107-0157 LRO: 46 Prescott	North 1/2 Lot 18, Concession 4, Plantagenet
75.	238 Neil MacGregor Rd, Grafton, Ontario	PT LT 1 CON 3 HALDIMAND PT 1, 2, 3, 4, 5 & 6 39R8944 EXCEPT PT 1 & 2 39R12478; S/T CB27594 & CB79454, CB23375, AMENDED BY PLCG330; ALNWICK/HALDIMAND; TOWNSHIP OF ALNWICK/HALDIMAND;	238 Neil MacGregor Rd, Grafton, Ontario

	Project	Legal Description	Municipal Description
		PIN 51132-0503 LRO: 39 Northumberland PT LT 1 CON 3 HALDIMAND PT 1 39R12478; ALNWICK/HALDIMAND; TOWNSHIP OF ALNWICK/HALDIMAND; PIN 51132-0504 LRO: 39 Northumberland	
76.	332 King's Wharf Rd., Kawartha Lakes, Ontario	PT N1/2 LT 6 CON 13 EMILY AS IN VT79993, EXCEPT PT 11 & 12, 57R4040, PT 1 57R6325; KAWARTHA LAKES; PIN 63248-0075 LRO: 57 Victoria	332 King's Wharf Rd., Kawartha Lakes, Ontario
77.	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario	PT LT 32 CON 4 CRAMAHE PT 1 38R1574 EXCEPT PT 1, 2 38R4368, PT 1 39R6477 S/T CL95459; S/T CR12041; CRAMAHE; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1,2,3,4,5,6,7,8,9,10 AND 11 ON 39R12928 AS IN ND101109; PIN 51133-0100 LRO: 39 Northumberland	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario
78.	1209 Crowley Line, RR6, Peterborough, Ontario	W 1/2 LT 14 CON 12 OTONABEE S/T THE RIGHTS OF OWNERS OF ADJOINING PARCELS, IF ANY, UNDER R494119; OTONABEE-SOUTH MONAGHAN; PIN 28148-0073 LRO: 45 Peterborough	1209 Crowley Line, RR6, Peterborough, Ontario
79.	2721 Highway 134, Douro, Ontario	PT W1/2 LT 1 CON 6 DOURO AS IN R568451; DOURO-DUMMER; PIN 28172-0108 LRO: 45 Peterborough	2721 Highway 134, Douro, Ontario
80.	3161 Old Norwood Rd., Peterborough, Ontario	PART LOTS 28 & 29 CONCESSION 7 OTONABEE AS IN R733088 EXCEPT PARTS 1 & 2 45R15806, PART 1 45R16470, PARTS 1,2,3 45R17255; SUBJECT TO AN EASEMENT AS IN S12084; SUBJECT TO AN EASEMENT AS IN S9289; SUBJECT TO AN EASEMENT AS IN S9316; TOGETHER WITH AN EASEMENT OVER PART LOT 29 CONCESSION 7 OTONABEE PART 2 45R15806 AS IN PE221282 (PARTIALLY RELEASED BY PE378223); TOGETHER WITH AN EASEMENT OVER PART LOT 29 CONCESSION 7 OTONABEE PART 3 45R15806 AS IN PE221283 (PARTIALLY RELEASED BY PE378224); TOWNSHIP OF OTONABEE-SOUTH MONAGHAN	3161 Old Norwood Rd., Peterborough, Ontario

	Project	Legal Description	Municipal Description
		PIN: 28161-0261 LRO: 45 Peterborough FIRSTLY: PART LOT 27, CONCESSION 7 OTONABEE AS IN R678178; S/T R120631, S11975; SECONDLY: PART LOT 28, CONCESSION 7 OTONABEE, PARTS 1, 2 & 3 PLAN 45R17255; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 45R17255 AS IN S12084; TOWNSHIP OF OTONABEE-SOUTH MONAGHAN PIN: 28161-0263 LRO: 45 Peterborough	
81.	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario	PT LT 6 CON 10, THORAH AS IN D11275 *S/E LANDS IN D19831, S/T CO98131; *AMENDED 2000 06 12 BY A. ROBERTSON; TOWNSHIP OF BROCK; PIN 72050-0117 LRO: 40 Durham	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario
82.	33935 Thorah Sideroad, Beaverton, Ontario	PT LT 5 CON 10, THORAH AS IN D455711; S/T CO91657 BROCK; PIN 72050-0120 LRO: 40 Durham	33935 Thorah Sideroad, Beaverton, Ontario
83.	Meaford	PT LT 47-48 PL 309 MEAFORD; PT LT 13 CON 4 ST. VINCENT AS IN R519976 & PT 1 16R8083 EXCEPT PT 1 16R9243; S/T R191442; S/T R191443; MEAFORD PIN: 37118-0116 LRO: 16 Grey	206497 Highway 26, Meaford
84.	Welland	PT TWP LTS 250 & 251 THOROLD AS IN RO256863 EXCEPT PT 1 59R1434; TOGETHER WITH AN EASEMENT OVER PT 1 ON 59R14212 AS IN SN308559; SUBJECT TO AN EASEMENT OVER PART 2, 59R2431 AS IN RO335255; CITY OF WELLAND PIN: 64092-0134 LRO: 59 Niagara South	180-200 Fitch Street, Welland
85.	93 Healey Rd., Bolton, ON L7E 5A9	PT LT 20 PL 940 BOLTON; LT 21 PL 940 BOLTON PTS 2, 4, 5 & 6, 43R6902 ; S/T VS218680 CALEDON PIN: 14325-0099 LRO: 43 Peel	93 Healey Rd., Bolton, ON L7E 5A9
86.	649 South Service Rd.,	PT LT 21 CON 1 NORTH GRIMSBY PT 1 30R491 S/T	649 South Service Rd.,

	Project	Legal Description	Municipal Description
	Grimsby, ON L3M 4E8	RO442447; S/T RO745535; GRIMSBY PIN: 46001-0072 LRO: 30 Niagara North	Grimsby, ON L3M 4E8
87.	20682 Hurontario Street, Caledon, ON L7K 1X1	PT LT 27, CONC 1 WHS(CAL) AS IN FIRSTLY VS123308 S&E PT 1, EXPROP. PL PR637839; T/W VS123308; CALEDON PIN: 14280-0294 LRO: 43 Peel	20682 Hurontario Street, Caledon, ON L7K 1X1
88.	354 Tiffin Street, Barrie, ON L4N 9W7	PT LT 25 CON 6 VESPRA PT 1, 51R18925; VESPRA PIN: 58766-0035 LRO: 51 Simcoe	354 Tiffin Street, Barrie, ON L4N 9W7
89.	265 Industrial Rd., Cambridge, ON N3H 4R9	LT 11 PL 1427 CAMBRIDGE; CAMBRIDGE PIN: 03767-0081 LRO: 58 Waterloo	265 Industrial Rd., Cambridge, ON N3H 4R9
90.	305 Industrial Rd., Cambridge, ON N3H 4R7	LT 12-13 PL 1427 CAMBRIDGE; S/T WS651941; CAMBRIDGE PIN: 03767-0082 LRO: 58 Waterloo	305 Industrial Rd., Cambridge, ON N3H 4R7
91.	Rising Sun - 38 Stephenson	PT LT 23-24 CON 9 STEPHENSON AS IN DM329278; HUNTSVILLE ; THE DISTRICT MUNICIPALITY OF MUSKOKA PIN: 48124-0373 LRO: 35 Muskoka	38 Stephenson Road 8 W, Huntsville, Ontario, P0B 1M0
92.	Rising Sun - Old Muskoka	PART LOT 27 CONCESSION 12 STEPHENSON PART 1 ON 35R25673; TOGETHER WITH AN EASEMENT OVER PART OF LOT 26 CONCESSION 12, PART 1 ON PLAN 35R25881 AS IN MT209757; TOWN OF HUNTSVILLE; PIN: 48124-1113 (LT) LRO: 35 Muskoka	237 Proudfoot Road, Huntsville, Ontario, POB 1MO
93.	ON-11-0168	PT LT 24 CON 2 MONTAGUE AS IN RS96256 S OF RAILWAY EXCEPT PT 11, 27R985; MONTAGUE;	203 Acton Drive, RR1, Montague/ Smiths Falls,

	Project	Legal Description	Municipal Description
		SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 27R-11125 AS IN LC189731 PIN 05262-0004 LRO: 27 Lanark	ON K7A 5B8
94.	ON-11-0074	PT LT 21 CON A MONTAGUE AS IN RS50234 EXCEPT PT 1, 27R7173; MONTAGUE PIN 05261-0028 LRO: 27 Lanark	1759 Highway 43, RR 4 Merrickville, ON K0G 1N0
95.	GG3-005	PART OF LOT 1 CONCESSION B SPRINGER PART 2, 36R14896; MUNICIPALITY OF WEST NIPISSING PIN: 49087-0599 (LT) LRO: 36 Nipissing PCL 12142 SEC NIP; PART LOT 1 CONCESSION B SPRINGER AS IN NP6669 EXCEPT LT82748 AND PART 1, 36R14896; MUNICIPALITY OF WEST NIPISSING PIN 49087-0600 (LT) LRO: 36 Nipissing	84 Quesnel Road West Nipissing, ON P2B 2V6
96.	GG3-006	PT LT 1 CON B SPRINGER AS IN LT13837 EXCEPT PT 1-5, 36R9099 & EXCEPT PARTS 1 & 2 & 3, 36R13608; MUNICIPALITY OF WEST NIPISSING; PIN: 49087-0496 LRO: 36 Nipissing	84 Quesnel Road E Sturgeon Falls, ON P2B 2V6
97.	GG3-014	PCL 15746 SEC NIP; PT BROKEN LT 4 CON B SPRINGER AS IN NP8338 EXCEPT PT 1, NR771 & PT 1, 36R9877; WEST NIPISSING; DISTRICT OF NIPISSING PIN: 49087-0335 LRO: 36 Nipissing	420 Quesnel Rd, West Nipissing, ON P2B 2V9
98.	GG3-015	PART LOT 3 CONCESSION B SPRINGER AS IN NP2041; EXCEPT PARTS 1 AND 2 PLAN 36R14671; MUNICIPALITY OF WEST NIPISSING PIN: 49087-0598(LT)	382 Quesnel Road, West Nipissing, ON P2B 2V8

	Project	Legal Description	Municipal Description
		LRO: 36 Nipissing	
99.	GG3-016	PCL 2241 SEC NIP; W 80 ACRES LT 5 CON B SPRINGER EXCEPT PT 1 & 2, 36R9988 T/W PT 2, 36R9988 AS IN LT349687; WEST NIPISSING ; DISTRICT OF NIPISSING PIN: 49087-0294 LRO: 36 Nipissing	580 Quesnel Rd, West Nipissing, ON P2B 2V9
100.	ON-13-0084	PCL 2432 SEC SWS; E 1/2 OF E 1/2 LT 1 CON 6 RAYSIDE EXCEPT LT54619; S/T LT183483, LT85621; GREATER SUDBURY PIN: 73345-0549 LRO: 53 Sudbury	3189 Vern Drive, Blezard Valley, Greater Sudbury, ON P0M 1E0
101.	ON-13-0085	PCL 609 SEC SES; W 1/2 LT 12 CON 6 BLEZARD EXCEPT LT304 & PT 27 LT214322, LT 2 TO 4 EXPROP PL M718 & LT 1 EXPROP PL M762; S/T LT183483; GREATER SUDBURY PIN: 73500-0125 LRO: 53 Sudbury	3134 Main Street, Blezard Valley, Greater Sudbury, ON P0M 1E0
102.	ON-13-0091	PT LT 11 CON 6 BLEZARD AS IN NP1217 EXCEPT PT 19 LT214322, PT 9 LT211706, PTS 1, 2 & 3 53R12429, PT 1 & 2 53R15421, PT 13 53R17482 & PTS 1 & 2 53R17961; S/T LT195464; GREATER SUDBURY PIN: 73500-0428 LRO: 53 Sudbury	2884 Main Street, Blezard Valley, Greater Sudbury, ON P0M 1E0
103.	ON-11-0187	E1/2 LT 27 CON 1 OTONABEE EXCEPT R448684, PT 1 45R430; S/T R706365, S11993; OTONABEE-SOUTH MONAGHAN PIN: 28170-0053 LRO: 45 Peterborough	2694 Highway 7, Otonabee/Indian River, ON K0L 2B9
104.	ON-11-0707	PT LT 28 CON 7 ERIN PT 1 61R4402 EXCEPT PT 1 61R4650 & PTS 1,2 61R10358; ERIN PIN: 71139-0565 LRO: 61 Wellington	5994 Trafalgar Road, Hillsburgh, ON N0B 1Z0

	Project	Legal Description	Municipal Description
105.	ON-11-0386	PT LT 15 CON 8 BELMONT AS IN R627783 EXCEPT PT 1, 2 45R12857 S/T R627783; HAVELOCK-BELMONT-METHUEN; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3 & 4, 45R16824 AS IN PE314728; PIN 28234-0071(LT) LRO: 45 Peterborough	3 Fire Route 53, Havelock, ON K0L 1Z0
106.	ON-13-0088	PT LT 33 CON 5 CRAMAHE PT 1, 2 & 3 38R1346 EXCEPT PT 2 & 3 38R5816, S/T CL21525 AMENDED BY PLCO327; CRAMAHE PIN 51132-0357(LT) LRO: 39 Northumberland	313 Pipeline Road, Cramahe, ON K0K 1M0
107.	ON-11-198	PART LOT 7 CONCESSION 8 HOPE PARTS 2, 3 & 4, 39R14373; SUBJECT TO AN EASEMENT OVER PART 3, 39R14373 AS IN HPT14973; MUNICIPALITY OF PORT HOPE PIN: 51052-0683 (LT)LRO: 39 Northumberland	8010 Stonehouse Road, Campbellcroft, ON L0A 1B0
108.	Sterrenberg	S 1/2 LT 11 CON 3 NOTTAWASAGA EXCEPT NOT24307; CLEARVIEW PIN 58220-0045(LT) LRO: 51 Simcoe	2674 Country Road 42, Stayner, ON L0M 1S0
109.	Van den Hurk	W1/2 LT 4 CON 6 SUNNIDALE S/T INTEREST IN THE MUNICIPALITY; CLEARVIEW PIN 58209-0003(LT) LRO: 51 Simcoe	2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0
110.	Hopkins	PT LT 13-14 CON FRONT RANGE SOMERVILLE AS IN VT90735 (FIRSTLY) EXCEPTA58932, PT 1 & 2, 57R911; T/W R428925; KAWARTHA LAKES PIN 63118-0330(LT) LRO: 57 Victoria	19 Somerville 3 rd Concession, Fenelon Falls, ON K0M 1N0
111.	DeKonning	PT LT 16-17 CON 1 DALTON PT 1 57R3940; KAWARTHA LAKES	136 Dartmoor Rd., Sebright, ON L0K 1W0

	Project	Legal Description	Municipal Description
		PIN 63272-0070(LT) LRO: 57 Victoria	
112.	G1	PT RDAL BTN LT 8 AND LT 9CON 3 HALDIMAND AS CLOSED BY UNREGISTERED BYLAW #151; PT LT 8-9CON 3 HALDIMAND PT 1, 2, & 3 39R3227; S/T HD19558; ALNWICK/HALDIMAND PIN 51132-0284(LT) LRO: 39 Northumberland	2882 Shelter Valley Rd, Alnwick/Haldiman, ON K0K 2G0
113.	G2	PT LT 21 CON 9 HARVEY, BEING PT 2 PL 45R15591; PT RDAL BTN CON 9 & CON 10 HARVEY (CLOSED BY BY-LAW B2012-044 REGISTERED AS PE185281), BEING PT 3 PL45R15591; PT LT 21 CON 10 HARVEY BEING PART 4 PL 45R15591; MUNICIPALITY OF TRENT LAKES PIN 28373-0090(LT) LRO: 45 Peterborough	1474 County Rd 507, Buckhorn, Trent Lakes, ON K0L 1J0
114.	G3	PT LT 6-7 CON 5 MADOC AS IN QR642942 (FIRSTLY, THIRDLY) & AS IN QR642942 (SECONDLY) SRO EXCEPT PT 5 21R8856; PT LT 7 CON 6 MADOC PT 1 21R13886; PT RDAL BTN CON 5 AND CON 6 MADOC CLOSED BY QR453597, PT 2 21R13886; S/T MG2715, MG2723; MADOC; COUNTY OF HASTINGS PIN 40185-0089(LT) LRO: 21 Hastings	14603 Highway 62, Madoc, ON K0K 2K0
115.	G5	PART LOT 3 CON 5 ASPHODEL, E 1/2 LOT 4 CON 5 ASPHODEL, PART LOT 5 CON 5 ASPHODEL AS IN R737941; SUBJECT TO AN EASEMENT AS IN 737941; TOWNSHIP OF ASPHODEL-NORWOOD PIN: 28207-0227(LT) LRO: 45 Peterborough W1/2 LOT 4 CON 5 ASPHODEL, AS IN R602362(SECONDLY); SUBJECT TO AN EASEMENT IN GROSS OVER PART 7 45R16943 AS IN PE328248; TOWNSHIP OF ASPHODEL-NORWOOD	1234 Asphodel 6 th Line, Asphodel-Norwood, ON K0L 1Y0

	Project	Legal Description	Municipal Description
		PIN: 28207-0234(LT) LRO: 45 Peterborough PT LT 5 CON 5 ASPHODEL AS IN R602362; SUBJECT TO AN EASEMENT AS IN C7419; SUBJECT TO AN EASEMENT AS IN R249939; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 TO 6 45R16943 AS IN PE328247; TOWNSHIP OF ASPHODEL-NORWOOD PIN: 28207-0235(LT) LRO: 45 Peterborough	
116.	G6	PT LT 1 CON 6 HALDIMAND PT 1 39R2123 EXCEPT PT 1 39R11329; ALNWICK/HALDIMAND PIN 51131-0283(LT) LRO: 39 Northumberland	58 Moore Rd Alnwick/Haldimand, ON K0K 1M0
117.	G7	PT LT 26 CON 1 OTONABEE AS IN R672554; OTONABEE-SOUTH MONAGHAN PIN 28169-0080(LT) LRO: 45 Peterborough	2161 Blezard Line Otonabee-South Monaghan, ON K0L 2B0
118.	G10	PART LOT 19 CON 17 HARVEY PART 3, PLAN 45R16197; PART LOT 19 CON 17 HARVEY PART 4, PLAN 45R16197; MUNICIPALITY OF TRENT LAKES PIN 28352-0522(LT) LRO: 45 Peterborough	437 County Road 36, Harvey, Municipality of Trent Lakes, K0M 1A0
119.	G12	PT LT 29-30 CON 8 HALDIMAND AS IN CB48323 EXCEPT 39R567, 39R1588, 39R1587 AND EXCEPT PARTS 1,2 AND 3 ON PLAN 39R-14552; ALNWICK/HALDIMAND PIN 51125-0216 (LT) LRO: 39 Northumberland PT LT 29 BEING PART 3 ON PLAN 39R-14552; ALNWICK/HALDIMAND 51125-0218 (LT)	171 Isaac Rd Alnwick/Haldimand, ON K0K 2H0

	Project	Legal Description	Municipal Description
		LRO: 39 Northumberland	
120.	G14	PT LT 24 CON 1 HOPE PT 1-9, 9R2516; S/T HPT 15502E; PORT HOPE PIN 51063-0088(LT) LRO: 39 Northumberland	3155 Lakeshore Rd, Port Hope, ON L1A 3V7
121.	G15	PT LTS 21-22 CON 14 HARVEY AS IN R610563, EXCEPT PTS 1, 2, 3, 4, 5, 6 & 7 PL 45R15607; TRENT LAKES; TOGETHER WITH AN EASEMENT AS IN PE185185 TRENT LAKES PIN 28366-0344(LT) LRO: 45 Peterborough	County Road 36, Harvey, Municipality of Trent Lakes, ON K0M 1A0
122.	G16	PT LT 23 CON 7 BELMONT PT 1 45R10535; HAVELOCK-BELMONT-METHUEN; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2 45R16856 AS IN PE319354 PIN 28238-0090(LT) LRO: 45 Peterborough	25 Anderson Rd, Havelock-Belmont-Methuen, ON K0L 1Z0
123.	G17	NW ¼ LT 2 CON 10 METHUEN LYING N OF COUNTY RD NO. 44; PT LT 3 CON 10 METHUEN AS IN R734757; S/T R734757; S/T EASEMENT IN GROSS OVER PTS 1, 2, 3, 4, & 5, 45R13611 AS IN PE65913; HAVELOCK-BELMONT-METHUEN; S/T AN EASEMENT IN GROSS OVER PART 1 PLAN 45R16526 AS IN PE285782 PIN 28244-0075(LT) LRO: 45 Peterborough	2262 County Rd 44, Havelock-Belmont-Methuen, ON K0L 2H0
124.	G18	PT LT 15 CON 13 OTONABEE AS IN R675951; OTONABEE-SOUTH MONAGHAN PIN 28148-0059(LT) LRO: 45 Peterborough	1312 Crowley Line, Otonabee-South Monaghan, ON K9J 6X7
125.	G19	PT LT 4 CON 8 HOPE AS IN NC336801, S/T HPT14978, HPT17082; PORT HOPE PIN 51052-0611(LT) LRO: 39 Northumberland	6330 Ganaraska Rd, Port Hope, ON L0A 1B0

	Project	Legal Description	Municipal Description
126.	G24	PART LOT 5, CONCESSION 7 HAMILTON, PART 1 PLAN 39R7945; SUBJECT TO AN EASEMENT AS IN NC255811; TOWNSHIP OF HAMILTON; PIN 51125-0209(LT) LRO: 39 Northumberland	4822 Jasper Martin Road, Baltimore, ON K0K 1C0
127.	LP10-447	PART LOT 41 CONCESSION 4, BRANTFORD, PARTS 9, 10, 11, 13, 14, 15, 16, 17, 18 & 19, 2R8217; SUBJECT TO AN EASEMENT AS IN TB57378; SUBJECT TO AN EASEMENT AS IN A47074; SUBJECT TO AN EASEMENT AS IN TB47163; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2, 3, 4, 5, 6, 7, 8 & 12, 2R8217 AS IN BC377418; CITY OF BRANTFORD; PIN: 32118-0060 LRO: 2 Brant	55 Plant Farm Blvd., Brantford, ON N3S 7W2
128.	LP10-448	PART LOTS 40 & 41 CONCESSION 4, BRANTFORD; PART LOTS 5 & 6 PLAN 1290, BRANTFORD, PARTS 1, 2, 3, 4, 5, 6, 7, 8 & 12, 2R8217; SUBJECT TO AN EASEMENT AS IN A12095; SUBJECT TO AN EASEMENT AS IN A41743; SUBJECT TO AN EASEMENT AS IN A520608; SUBJECT TO AN EASEMENT AS IN TB57378; SUBJECT TO AN EASEMENT AS IN A47074; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 9, 10, 11, 13, 14, 15, 16, 17, 18 & 19, 2R8217 AS IN BC377418; CITY OF BRANTFORD; PIN: 32118-0059 LRO: 2 Brant	75 Plant Farm Blvd., Brantford, ON N3S 7W2
129.	LP10-366	FIRSTLY: PART LOTS D, E AND F NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 1 2R8603 SECONDLY: PART LOTS D AND E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 2 2R8603 THIRDLY: PART LOT D NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 3 2R8603 FOURTHLY: PART LOTS E AND F NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 4 2R8603 FIFTHLY: PART LOT F NORTH OR WEST OF SHERWOOD	111 Sherwood Drive, Brantford, ON N3T 6J9

	Project	Legal Description	Municipal Description
		DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 5 2R8603 SIXTHLY: PART LOT E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 6 AND 7 2R8603; TOGETHER WITH AN EASEMENT OVER PART LOT C NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 8 2R8603 IN FAVOUR OF PARTS 1, 2, 3, 4 AND 7 2R8603 AS IN A145258; TOGETHER WITH AN EASEMENT OVER PART LOT D NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 15 2R8603 IN FAVOUR OF PARTS 1, 2, 3 AND 4 2R8603 AS IN BC107530; TOGETHER WITH AN EASEMENT OVER PART LOT E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 14 AND 16 2R8603 IN FAVOUR OF PART 7 2R8603 AS IN BC122397; TOGETHER WITH AN EASEMENT OVER PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 9, 10, 11, 12, 13 AND 17 2R8603 AS IN BC357075; TOGETHER WITH AN EASEMENT OVER PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 9, 10 AND 17 2R8603 AS IN BC357075; SUBJECT TO AN EASEMENT OVER PART 2 2R8603 AS IN A249453; SUBJECT TO AN EASEMENT OVER PART 3 2R8603 AS IN A249454; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3, 4, 5, 6 AND 7 2R8603 IN FAVOUR OF PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 6, 8, 9, 11, 12 AND 13 2R8327 AS IN BC357075; SUBJECT TO AN EASEMENT OVER PARTS 4 AND 5 2R8603 IN FAVOUR OF PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 6, 8, 9, 11, 12 AND 13 2R8327 AS IN BC357075; CITY OF BRANTFORD PIN: 32278-0148 LRO: 2 Brant PART LOT E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 4 AND 5 2R8327 AND PART 1 2R8327 SAVE AND EXCEPT PARTS 1, 2, 3, 4, 5, 6 AND 7 2R8603; SUBJECT TO AN EASEMENT AS IN BC357075; SUBJECT TO AN EASEMENT OVER PARTS 4 AND 5 2R8327 AS IN BC107568; TOGETHER WITH AN EASEMENT OVER PART	

	Project	Legal Description	Municipal Description
		LOT C NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 8 2R8603 IN FAVOUR OF PARTS 1, 2, 3, 4 AND 7 2R8603 AS IN A145258; TOGETHER WITH AN EASEMENT OVER PART LOT D NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 15 2R8603 IN FAVOUR OF PARTS 1, 2, 3 AND 4 2R8603 AS IN BC107530; TOGETHER WITH AN EASEMENT OVER PART LOT E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 14 AND 16 2R8603 IN FAVOUR OF PART 7 2R8603 AS IN BC122397; TOGETHER WITH AN EASEMENT OVER PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 9, 10, 11, 12, 13 AND 17 2R8603 AS IN BC357075; TOGETHER WITH AN EASEMENT OVER PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 9, 10 AND 17 2R8603 AS IN BC357075; CITY OF BRANTFORD PIN: 32278-0149 LRO: 2 Brant	
130.	LP10-024	LTS 63 TO 74 (INCL.); PT LTS 60, 61 & 62; PT BLKS A & C, PL 1452 DESIGNATED AS PT 1, PL 12R23607; WINDSOR PIN 01314-1277 LRO: 12 Essex	635 Tecumseh Rd. West, Windsor, ON N8X 1H4
131.	LP10-537	LT 152 PL 430; LT 8 RCP 785; CHATHAM-KENT PIN: 00571-0062 LRO: 24 Kent County	600 Wall St., Wallaceburg ON, N8A 3H9

SCHEDULE 6.1(T)**LEASED ASSETS**

Facility (Address, City)	Non-Disturbance Agreements Obtained
73 Mill Street, Hensall	☒
1755 Sylvestre Drive, Tecumseh	☒
330 Sovereign Road, London	☒
55 Talbot Street West, Leamington	☒
24 Oak Street East, Leamington	☒
24 Norfolk Street, Simcoe	☒
363 Sovereign Road, London	☒
570 Industrial Road, London	☒
85 Midpark Road, London	☒
54 Parkway Avenue, Markham	☒
1389 Advance Rd. Oakville	☒
107 & 109 Greenock Street East, Port Dover	☒
2449 Dundas Street East, London	☒
2627 Temple Drive, Windsor	☒
2720 St. Etienne Blvd, Windsor	☒
405 Eastport Blvd, Hamilton	☒
275 Victoria Street, St. Marys	☒
25 Oriole Parkway, Elmira	☒
2200 Wharncliffe Road, London	☒
192 Mary Street, Brantford	☒
1717 Oxford Street, London	☒
473 South Big Island Rd, Demorestville	☒
3154 County Road 1, Bloomfield	☒
13644 Loyalist Parkway, Picton	☒
2674 Country Road 42, Stayner, ON L0M 1S0	☒
2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0	☒
206497 Highway 26, Meaford Ontario N4L 1W7	☒
180-200 Fitch Street, Welland Ontario L3C 2S2	☒
649 South Service Rd., Grimsby, ON L3M 4E8	☒

Facility (Address, City)	Non-Disturbance Agreements Obtained
20682 Hurontario Street, Caledon, ON L7K 1X1	☒
305 Industrial Rd., Cambridge, ON N3H 4R7	☒
635 Tecumseh Rd. West, Windsor, ON N8X 1H4	☒
84 Quesnel Road, West Nipissing, ON P2B 2V6	☒
84 Quesnel Road, Sturgeon Falls, ON P2B 2V6	☒
1759 Highway 43, RR 4 Merrickville ON K0G 1N0	☒
25 Anderson Rd, Havelock-Belmont-Methuen, ON K0L 1Z0	☒
14603 Highway 62, Madoc, ON K0K 2K0	☒
1234 Asphodel-Norwood, ON K0L 1Y0	☒
129 Erie Street South, Leamington	☐
80 Second Avenue West, Simcoe, ON N3Y 1R6	☒
6330 Ganaraska Road – PIN 51052-0611	☒

SCHEDULE 6.1(Y)**PERMITTED LIENS**

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
1.	1755 Sylvestre Drive, Tecumseh, ON N8N 2L9	Canadian Imperial Bank of Commerce	Charge #CE944083 Assign of Rents #CE944086 Postponement #CE944089 Postponement # CE944090 Charge #CE1102580 Assign of Rents #CE1102581 Postponement #CE1102583 Postponement #CE1102584	Y – May 1, 2020 Y – September 23, 2022
2.	55 Talbot Street West, Leamington, ON N8H 1M5	Bank of Montreal	Charge #CE487595	Y - December 9, 2014
3.	24 Oak Street East, Leamington, ON N8H 2C2	Motor City Community Credit Union Limited	Charge #CE543110 Assign of Rents #CE543113	Y - January 13, 2015
4.	129 Erie Street South, Leamington, ON N8H 3B5	Royal Bank of Canada	Charge #CE717664 Assign of Rents #CE717665 Postponement #CE717668	N
5.	2627 Temple Drive, Windsor, ON N8W 5E5	Bank of Montreal	Charge #CE338988 Assign of Rents #CE338997	Y - January 9, 2015
6.	2720 St. Etienne Blvd., Windsor, ON N8W 5E6	1st Charge - Bank of Montreal 2nd Charge - Dino Bravo	Charge #R1235283 (Dino Bravo) Charge #CE338988 (BMO) Assignment of Rents #CE338997 Postponement # CE339002	Y - January 9, 2015 - Bank of Montreal; Y - January 9, 2015 - Dino Bravo

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
7.	1389 Advance Road, Oakville, ON L6L 6K1	Bank of Montreal	Charge HR 1069879 registered 2012/12/10	Y - October 17, 2014
8.	2333 Wyecroft Road, Oakville, ON L6L 6L4 (Units 1-12, Level 1)	*The mortgages are against the Units together with its interest in the common elements but not against the common elements themselves. The lease is against the rooftop which is the common elements themselves and so no NDA is required.		N*
9.	405 Eastport Blvd., Hamilton, ON L8H 7S3	Notice of Security Interest - PPSA File No. 863015787 - Business Development Bank of Canada	Notice of Sec. Int. #VM278861	Y - December 21, 2012 - Between Hamilton Port Authority (Head Landlord) and Solar Power Network Inc. (Subtenant)
10.	275 Victoria Street, St. Marys, ON N4X 1A2	Business Development Bank of Canada Notice of Security Interest - Business Development Bank of Canada - Security Agreement with OMEGA PAW INC.	Charge #LT15624 Assign of Rents #LT15625 Notice of Sec. Int. #PC44740	Y - February 17, 2015 - Business Development Bank of Canada
11.	24 Norfolk Street, Simcoe, ON N3Y 5C6	PB Financial Inc., Olympia Trust Company and Reciprocal Opportunities Inc.	Charge #NK158314 Assign of Rents #NK158315 Postponement #NK158324	Y – September 28, 2022
12.	80 Second Avenue West, Simcoe, ON N3Y 1R6	PB Financial Inc. and Reciprocal Opportunities Inc.	Charge #NK158318 Assignment of Rents #NK158319 Postponement #NK158325	Y – October 11, 2022
13.	107 & 109 Greenock Street East, Port Dover, ON N0A 1N0	Royal Bank of Canada (in 1st & 2nd)	Charge #NK46146 Assign of Rents #NK46147 Charge #NK55182	Y - June 1, 2015 and August 3, 2017
14.	25 Oriole Parkway East, Elmira, ON N3B 3B1	The Toronto-Dominion Bank	Charge #WR53658	Y - February 2, 2015

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
15.	192 Mary Street, Brantford, ON N3S 3C2	OWEMANCO Mortgage Holding Corporation	Charge #BC321143 Assign of Rents #BC321144 Transfer of Charge #BC331696 transferred from Ontario Wealth Management Corporation (related to OWEMANCO) Postponement #BC327174	Y – October 18, 2017
16.	54 Parkway Avenue, Markham, ON L3P 2G4	First National Financial Corporation	Charge #YR300497 Assign of Rents #YR300498	Y - November 10, 2014
17.	330 Sovereign Road, London, ON N6M 1A8	Bank of Montreal	Charge #ER346014 Assign of Rents #ER346016	Y - January 16, 2015
18.	363 Sovereign Road, London, ON N6M 1A3	Royal Bank of Canada	Charge #ER1469911 Assignment of Rents #ER1469915 Postponement #ER1469916	Y – June 13, 2022
19.	570 Industrial Road, London, ON N5V 1V1	Bank of Montreal	Charge #ER759501 Assign of Rents #ER1074481 Charge #ER954678 Assign of Rents #ER1074480	Y - March 18, 2015
20.	85 Midpark Road, London, ON N6N 1B2	Bank of Montreal	Charge #ER753283 Assign of Rents #ER1074484 Charge #ER954679 Assign of Rents #ER1074483	Y - March 18, 2015
21.	2449 Dundas Street East, London, ON N5V 3C8	The Toronto-Dominion Bank	Charge #ER799349	Y- February 9, 2015
22.	2200 Wharncliffe Road South, London, ON N6P 1L1	Bank of Montreal	Charge #ER399279 Assign of Rents #ER399280	Y- February 2, 2015

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
23.	1717 Oxford Street East, London, ON N5V 2Z5	Business Development Bank of Canada	Charge #ER662912 Assign of Rents #ER662917	Y - March 17, 2013
24.	73 Mill Street, Hensall	Libro Credit Union Limited	Charge #HC104472	Y - March 19, 2015
25.	20 Woodlawn Road East, Guelph	The Manufacturers Life Insurance Company	No Assign Lessor Interest #WC108691 No Assign Lessor Interest #WC108692	Y - May 21, 2014 * WC108691 and WC108692 relate to NOL WC104822 still on title
26.	3154 County Road 1, Bloomfield	Scotia Mortgage Corp.	Charge PE127182	Y - April 5, 2013
27.	13644 Loyalist Parkway, Picton	Farm Credit Canada	Charge PE183453 Notice re Amendment of PE183453: EC30145 Notice re Amendment of PE183453 and EC30145: EC36133	Y - September 18, 2015
28.	2674 Country Road 42, Stayner	Farm Credit Canada	Charge SC1588269 Postponement SC1588270 (Farm Credit)	Y – April 17, 2019
29.	2141 Sideroad 3/4 , RR# 1, New Lowell	Farm Credit Canada	Charge SC222737 Charge SC633515 Charge SC973837	Y – October 15, 2018
30.	206497 Highway 26, Meaford	1 st - VALUE CENTRES REIT INC. 2 nd - TANDIA FINANCIAL CREDIT UNION LIMITED	Charge GY107748 Charge GY131752 NO ASSGN RENT GEN GY131753 Postponement GY131756	Y – June 8, 2018 (Value Centres) April 11, 2019 (Tandia)
31.	180-200 Fitch Street, Welland	1 st - VALUE CENTRES REIT INC. 2 nd - COMPUTERSHARE TRUST COMPANY OF CANADA	Charge SN439361 Charge SN512611 Assignment of Rent SN512612	Y - June 8, 2018 (Value Centres) August 15, 2018 (Computershare)

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
			Postponement SN512613 re SN439631 to SN512611	
32.	1759 Highway 43, RR4, Merrickville	Royal Bank of Canada	Charge LC62109	Y – May 4, 2017
33.	635 Tecumseh Road West, Windsor	Head Construction and Supply Company Limited and Rubin Properties Limited	Charge CE600888	Y – June 9, 2017
34.	305 Industrial Road, Cambridge	Bank of Montreal	Charge WR739375	Y – June 12, 2017
35.	649 South Service Rd., Grimsby	Bavaront Holdings Limited Precision Rolls Inc. Bank of Montreal	Charge RO741223 Postponement RO806205 Postponement NR445306 Charge RO741224 Postponement RO806204 Postponement NR445307 Charge RO806203 Assignment of Rent NR445302	Y – April 19, 2017 (Bavaront) Y – April 19, 2017 (Precision) Y – April 19, 2017 (BMO)
36.	20682 Hurontario Street, Caledon	Teen Ranch Investments Inc.	Charge RO1049478	Y – April 26, 2017
37.	25 Anderson Rd, Havelock- Belmont-Methuen	Concentra Financial Services Association	Charge PE168481	Y – 2019
38.	14603 Highway 62	CIBC Mortgages Inc.	Charge HT122497	Y – June 11, 2018 and Amendment March 12, 2020
39.	84 Quesnel Rd	National Bank of Canada Inc.	Charge BS121322	Y – June 30, 2017
40.	6330 Ganaraska Rd – PIN 51052-0611(LT)	Canadian Imperial Bank of Commerce	Charge ND111615	Y – July 4, 2019
41.	473 South Big Island Road, Demorestville, ON – PIN 55040-0148 (LT)	Farm Credit Canada	Charge EC10819 Notice EC29420	Y – August 10, 2015
42.	1234 Asphodel-Norwood, ON K0L 1Y0	Farm Credit Canada	Charge PE252021	Y - May 3, 2018

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
			Postponement PE328394	

SCHEDULE 6.1(Z)**PROJECT SUBSIDIARIES**

1. 2245073 Ontario Inc.
2. 2246253 Ontario Inc.
3. 2377512 Ontario Inc.
4. 2410581 Ontario Limited
5. 2428760 Ontario Inc.
6. CEW L3V Solar III Limited Partnership
7. Grasshopper Solar FIT Projects Inc.
8. GSC Solar Leasing LP
9. GSC Solar Leasing II LP
10. GSC SPN 4 Projects LP
11. Howard Avenue Solar Inc.
12. ICM Realty Group Solar 2013 Inc.
13. SPN LP 14
14. SPN LP 15
15. 2421907 Ontario Limited
16. Cleave Energy Holdings Ltd.

First Nation Project Subsidiaries:

1. Biidaaske Inc.
2. Celeste Solar LP
3. Chi Biidaaske Inc.
4. Gengrowth Energy LP
5. SPN LP 1
6. SPN LP 3
7. SPN LP 4

8. SPN LP 5

Community Project Subsidiaries:

1. Greenlife Solar Projects Inc.
2. LDREC SPN LP
3. Rising Sun Community Power Corp.
4. SPN LP 10

Public Sector and Municipal Project Subsidiaries:

1. HSSW Limited Partnership
2. HSSW Property LP
3. GSC Southlake Solar LP

Project GPs:

1. FIT Solar GP 1 Inc., general partner of HSSW Limited Partnership
2. HSSW Property GP Inc., a general partner of HSSW Property LP
3. Celeste Solar GP Inc., general partner of Celeste Solar LP
4. GSC Solar Leasing GP Inc., general partner to GSC Solar Leasing LP
5. GSC Solar Leasing II GP Inc., general partner to GSC Solar Leasing II LP
6. GSC SPN 4 Projects GP Inc., general partner to GSC SPN 4 Projects LP
7. GSC Gengrowth GP Inc., general partner to Gengrowth Energy LP
8. GSC Southlake Solar GP Inc., general partner to GSC Southlake Solar LP
9. Marina Del Rey Solar Inc., general partner to CEW L3V Solar III Limited Partnership
10. Solar Power Network 001 Inc., general partner to SPN LP 3
11. Solar Power Network 001 Inc., general partner to LDREC SPN LP
12. Solar Power Network 006 Inc., general partner to SPN LP 10
13. Solar Power Network 007 Inc., general partner to SPN LP 14 and SPN LP 15
14. Solar Power Network 009 Inc., general partner to SPN LP 1, SPN LP 4 and SPN LP 5

Project Subsidiaries Holdcos:

1. 2410089 Ontario Inc.
2. 2416428 Ontario Inc.
3. 2422500 Ontario Inc.
4. GSC Greenlife Projects LP
5. GSC Greenlife Projects GP Inc.
6. GSC FIT 4.2 LP
7. GSC FIT 4.2 GP Inc.
8. McLevin Avenue Solar Inc.

SCHEDULE 6.1(PP)**FORCE MAJEURE**

None.

SCHEDULE 7.1(NN)

SUMMARY OF DESCRIPTION OF RIGHTS OF ACCESS AND OCCUPATION

The lease agreements referred to in Schedule 6.1(k)(i) - Material Project Agreements.

Easement between Vaughn Lionel Hope, Marcia Paula Hope and Andrew Knapp Inc., registered on February 11, 2019 as Instrument No. MT209757 over the property legally described as Part of Lot 26 Concession 12, Stephenson; designated as Part 1 on 35R-25881, Hunstville; the District Municipality of Muskoka being part of PIN 48124-0653(LT) for the purposes of connection equipment.

Easement Agreement dated August 17, 2017, between Gilbert Labre, Ann Marie Labre and Solar Provider Canada Origination Health LP, registered on August 21, 2018 as Instrument No. SD361448 over the property legally described as PCL 609 SEC SES; W 1/2 LT 12 CON 6 BLEZARD EXCEPT L T304 & PT 27 LT214322, LT 2 TO 4 EXPROP PL M718 & LT 1 EXPROP PL M762; S/T LT183483; GREATER SUDBURY being PIN 73500-0125(LT) for the purposes of connection equipment and access to solar facilities.

Easement Agreement dated August 3, 2017, between Drain Bros Excavating Ltd and Gengrowth Energy LP (unregistered) on the property legally described as FIRSTLY: PART LOT 27, CONCESSION 7 OTONABEE AS IN R678178; S/T R120631, S11975; SECONDLY: PART LOT 28, CONCESSION 7 OTONABEE, PARTS 1, 2 & 3 PLAN 45R17255; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 45R17255 AS IN S12084; TOWNSHIP OF OTONABEE-SOUTH MONAGHAN for the purposes of connection equipment.

Easement between John Albert Crowley, Cynthia Marie Crowley and Greenlife Solar Projects Inc. registered on March 10, 2020 as Instrument No. PE328247 over the property legally described as PT LT 5 CON 5 ASPHODEL BEING PARTS 1 TO 6, 45R16943; SUBJECT TO AN EASEMENT AS IN C7419; SUBJECT TO AN EASEMENT AS IN R249939; TOWNSHIP OF ASPHODEL-NORWOOD being part of PIN 28207-0235(LT) for the purposes of connection equipment.

Easement between John Albert Crowley and Greenlife Solar Projects Inc. registered on March 10, 2020 as Instrument No. PE328248 over the property legally described as W1/2 LT 4 CON 5 ASPHODEL BEING PART 7, 45R16943; TOWNSHIP OF ASPHODEL-NORWOOD being part of PIN 28207 – 0234(LT) for the purposes of connection equipment.

SCHEDULE 8.13(A)(VIII)

FORM OF DISTRIBUTION CERTIFICATE

To: Deutsche Bank Trust Company Americas
as Administrative Agent
Trust and Agency Services
1 Columbus Circle
New York, NY 10019

And To: The Lenders (as defined herein)

Date: [■]

This Distribution Certificate is being delivered pursuant to Section 8.13(a)(viii) of the second amended and restated credit agreement made as of June 29, 2023 (the “**Credit Agreement**”) among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent, and the financial institutions from time to time parties thereto as lenders (the “**Lenders**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned hereby certifies that:

1. each of the Distribution Conditions specified in clauses (i) through (viii) of Section 8.13(a) of the Credit Agreement has been satisfied as of the date hereof and will be satisfied as of the proposed Distribution Date of [■], 20[■]; and
2. attached hereto is a true and correct copy of the DSCR Calculation Certificate prepared in connection with this Distribution Certificate evidencing that the DSCR was equal to or greater than 1.20:1.00.

[signature page follows]

DATED as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC.**

By: _____
Name:
Title:

By: _____
Name:
Title:

[or]

GSC SOLAR FUND II LP, by its general partner, **GSC SOLAR FUND II GP INC.**

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 13.13

FORM OF ACCEPTANCE AGREEMENT

TO: Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”)

AND TO: Deutsche Bank Trust Company Americas, as collateral agent (the “**Collateral Agent**”)

AND TO: GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”)

AND TO: The Lenders (as defined in the Credit Agreement)

DATE: [■]

WHEREAS the Borrowers, the Administrative Agent, the Collateral Agent and the Lenders, among others, entered into a second amended and restated credit agreement dated as of June 29, 2023 (the “**Credit Agreement**”) as the same may be amended, amended and restated, supplemented and otherwise modified from time to time;

AND WHEREAS pursuant to and in accordance with the Credit Agreement, in order to assign or transfer all or any part of its rights, benefits and obligations under the Credit Agreement, a Lender shall duly complete, execute and deliver an Acceptance Agreement;

AND WHEREAS _____ (the “**Transferor**”) wishes to assign or transfer to _____ (the “**Transferee**”) the rights and obligations of the Transferor under the Credit Agreement specified herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective promises and the covenants contained herein, \$1.00 paid by the Transferee to the Transferor and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the undersigned), the undersigned hereto agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.
2. The Transferor assigns and transfers to the Transferee, as of _____ (the “**Effective Date**”), the following rights, benefits and obligations (the “**Transfer**”):

**[Description of the Transferred Rights, Benefits and Obligations,
indicating retained interest or fees, if applicable, and Transferee’s
Commitment and Participation]**

(the “**Transferred Rights**”, the “**Transferred Benefits**”, the “**Transferred Obligations**”, as applicable, and collectively, the “**Transferred Rights, Benefits and Obligations**”).

3. The Transferee accepts, as of the Effective Date, the Transfer and (if applicable) assumes the Transferred Obligations (the “**Assumption**”) in the place and stead of the Transferor as if the Transferee had been an original signatory to the Credit Agreement. The Transferor, as of the Effective Date, relinquishes the Transferred Rights and the Transferred Benefits and is released from the Transferred Obligations, to the extent, in each case, so assigned or assumed hereunder.

4. The Transfer and the Assumption are governed by and subject to Section 13.13 of the Credit Agreement.
5. The Transferor:
 - (a) represents and warrants that (i) it is the legal and beneficial owner of the Transferred Rights and Transferred Benefits, (ii) the Transferred Rights and Transferred Benefits are free and clear of any Liens and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Acceptance Agreement and to consummate the transactions contemplated hereby; and
 - (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Financing Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Financing Documents or any collateral thereunder, (iii) the financial condition of each Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Financing Document or (iv) the performance or observance by each Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Financing Document.
6. The Transferee:
 - (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Transferred Rights, Benefits and Obligations and become a Lender under the Credit Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the other Financing Documents as a Lender thereunder and, to the extent of the Transferred Obligations, shall have the obligations of a Lender thereunder and (iv) it has received a copy of the Credit Agreement, together with copies of each Borrower's most recent financial statements delivered pursuant to Section 7.1(a) thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Acceptance Agreement and to purchase and assume the Transferred Rights, Benefits and Obligations on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, the Collateral Agent, the Transferor or any other Lender; and
 - (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Collateral Agent, the Transferor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Financing Documents and (ii) it will perform in accordance with their terms, all of the obligations which by the terms of the Financing Documents are required to be performed by it as a Lender.
7. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Transferred Rights, Benefits and Obligations (including payments of principal, interest, fees and other amounts) to the Transferee whether such amounts have accrued prior to the Effective Date or accrued subsequent to the Effective Date. The Transferor and the Transferee shall make all

appropriate adjustments in payment by the Administrative Agent for the periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

8. Any reference in this Acceptance Agreement to the Transferor, the Transferee, the Administrative Agent, the Collateral Agent or any Lender shall be construed so as to include such party's successors and permitted transferees or assigns.
9. This Acceptance Agreement and all documents contemplated by or delivered under or in connection with this Acceptance Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.
 - (a) To evidence the fact that it has executed this Acceptance Agreement or any other document contemplated by or delivered under or in connection with this Acceptance Agreement, a party may transmit a copy of its executed counterpart to all other parties hereto by facsimile (fax) or by electronic mail and, unless the parties agree to some other date as the date of delivery, the transmitting party shall be deemed to have delivered this Acceptance Agreement on the date it transmitted such counterpart by facsimile (fax) or by electronic mail or such later date as the transmitting party specifies in a written notice to the other parties given with or prior to the transmission of its executed counterpart.
 - (b) Any party transmitting an executed counterpart of this Acceptance Agreement or such other document by facsimile (fax) or electronic mail shall promptly thereafter deliver to the other parties a counterpart bearing its original signature (but any failure or delay in so doing, shall not derogate in any way from the sufficiency or effectiveness of that party having transmitted its executed counterpart by facsimile (fax) or electronic mail).
10. The signature of an individual executing this Acceptance Agreement (or any notice, certificate or other document contemplated by this Acceptance Agreement) on behalf of a party, if sent and received by electronic mail or facsimile (fax) transmission, will be deemed to be genuine in the absence of evidence to the contrary and thus effective in the hands of the recipient, and binding upon the individual whose signature it reproduces and upon the party on whose behalf that individual signed, for all purposes and with the same effect as if it were the original signature of that individual.
11. This Acceptance Agreement shall be governed by, and construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[signature page follows]

DATED as of the first date written above.

[Address of Transferor]

[NAME OF TRANSFEROR]

by

Name:

Title:

Name:

Title:

[Address of Transferee]

[NAME OF TRANSFEE]

by

Name:

Title:

Name:

Title:

This is Exhibit “J” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September 21, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL

FIRST AMENDING AGREEMENT

THIS AGREEMENT made as of the 27th day of June, 2024 (the “**Effective Date**”).

BETWEEN:

GSC SOLAR FUND I LP and GSC SOLAR FUND II LP, as Borrowers
(the “**Borrowers**”)

- and -

GSC SOLAR FUND I GP INC. and GSC SOLAR FUND II GP INC.,
as Borrower GPs (the “**Borrower GPs**”)

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS, as
Administrative Agent (the “**Administrative Agent**”)

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral
Agent (the “**Collateral Agent**”)

- and -

**THE BANK OF NOVA SCOTIA, DEUTSCHE BANK AG, CANADA
BRANCH AND THE OTHER FINANCIAL INSTITUTIONS** party to
this Agreement and designated as Lenders (collectively, the “**Lenders**”)

(collectively, the “**Parties**”)

WHEREAS pursuant to a second amended and restated credit agreement made as of June 29, 2023, among, *inter alios*, the Borrowers, the Borrower GPs, the Administrative Agent, the Collateral Agent and the lenders party thereto (the “**Existing Credit Agreement**”), certain Credit Facilities have been established in favour of the Borrower;

AND WHEREAS in accordance with Section 13.5 of the Existing Credit Agreement, the Parties wish to amend the Existing Credit Agreement as set forth herein (as so amended, and as may be further amended, restated, modified, replaced or superseded from time to time, the “**Credit Agreement**”).

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, the Parties covenant and agree as follows:

ARTICLE 1

DEFINED TERMS

1.1 Capitalized Terms

All capitalized terms which are used herein without being specifically defined herein shall have the meaning ascribed thereto in the Credit Agreement.

ARTICLE 2

AMENDMENTS

2.1 General Rules

- (a) Subject to the terms and conditions herein contained, the Existing Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this Agreement and to incorporate the provisions of this Agreement into the Existing Credit Agreement.
- (b) The Existing Credit Agreement and this Agreement shall be read, taken, and construed as one and the same document.
- (c) This Agreement shall be deemed to be a “Financing Document” for all purposes under the Credit Agreement.
- (d) Each reference to the Credit Agreement in any of the Financing Documents (including the Credit Agreement) shall be deemed to be a reference to the Existing Credit Agreement as amended by this Agreement.

2.2 Amendments to Existing Credit Agreement

Subject to the satisfaction (or waiver) of the conditions set forth in Article 4 of this Agreement, the Existing Credit Agreement is hereby amended in accordance with Exhibit A hereto by deleting the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~), by inserting the double underlined text (indicated textually in the same manner as the following example: double underlined text) and by moving the green stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) to where the green underlined text is located (indicated textually in the same manner as the following example: double underlined text), in each case in the place where such text appears therein.

2.3 CDOR Advances

It is acknowledged and agreed by the Parties that notwithstanding the other provisions of this Agreement, each CDOR Advance (as defined in the Existing Credit Agreement) made or outstanding as of the Effective Date shall continue for the duration of the Interest Period (as defined in the Existing Credit Agreement) selected for such CDOR Advance, and for greater certainty, notwithstanding the terms of this Agreement, the provisions of the Existing Credit Agreement shall apply to such CDOR Advance until the last day of such Interest Period. Upon the end of the Interest Period for each such CDOR Advance, the Applicable Borrower at its option shall have the ability to convert such CDOR Advance into a Prime Rate Loan, Daily Compounded CORRA Advance or a Term CORRA Advance, each in accordance with the provisions of the Credit Agreement.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 To induce the Administrative Agent and the Lenders to enter into this Agreement, the Borrowers and the Borrower GPs hereby represent and warrant to the Administrative Agent that:

- (a) all necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of this Agreement by the Borrowers and the Borrower GPs, as applicable;
- (b) each of the Borrowers and the Borrower GPs has duly executed and delivered this Agreement; and
- (c) this Agreement is a legal, valid and binding obligation of each of the Borrowers and the Borrower GPs enforceable against each of them in accordance with its terms.

ARTICLE 4
CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT

4.1 The effectiveness of this Agreement and the amendments provided herein are subject to satisfaction of the following conditions precedent (all of which are for the sole benefit of the Lenders and may be waived in whole or in part by the Administrative Agent in its sole discretion):

- (a) Receipt by each of the Administrative Agent and the Collateral Agent of a copy of this Agreement duly executed and delivered by all Parties.
- (b) No Default or Event of Default shall have occurred and be continuing or would occur as a result of the entering into of this Agreement.
- (c) The representations and warranties contained in the Credit Agreement and in the other Financing Documents are true and correct in all respects on and as of the date hereof as though made on and as of such date, unless stated to be made as of a specified date.
- (d) Receipt by the Administrative Agent of all such other documents, instruments and agreements as may reasonably be required pursuant to the terms of the Existing Credit Agreement or this Agreement.

ARTICLE 5
NO FURTHER OBLIGATIONS

5.1 The Administrative Agent's (on its own behalf and on behalf of the other Lenders) and the Lenders' agreement to consent to the specific matters herein addressed, does not and shall not create (nor shall the Borrower rely upon the existence of, or claim or assert that there exists) any obligation of the Administrative Agent, the Collateral Agent or the Lenders to consider or agree to any further waivers, amendments or consents and, in the event the Administrative Agent or the Lenders subsequently agree to consider any further waivers, consents or amendments, neither this Agreement nor any other conduct of the Administrative Agent or the Lenders shall be of any force or effect on the Administrative Agent's or the Lenders' consideration or decision with respect to any such requested consent, amendment or waiver, and

neither the Administrative Agent, the Collateral Agent nor the Lenders shall have any obligation whatsoever to consider or agree to further consents, amendments or waivers.

ARTICLE 6

COUNTERPARTS

6.1 This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, and by facsimile or electronic signature each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. The words “execution”, “signed”, “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

ARTICLE 7

GOVERNING LAW

7.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the Parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

ARTICLE 8

BENEFITS

8.1 This Agreement is binding upon and will inure to the benefit of the Parties and their respective permitted successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement on the date first above written.

BORROWERS:

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC.**, as Borrower

By: _____

Name: Jonathan Persaud

Title: President

By: _____

Name:

Title:

GSC SOLAR FUND II LP, by its general partner, **GSC SOLAR FUND II GP INC.**, as Borrower

By: _____

Name: Jonathan Persaud

Title: President

By: _____

Name:

Title:

BORROWER GPS:

GSC SOLAR FUND I GP INC.

By: 

Name: Azeem Qureshi
Title: President

By: _____
Name:
Title:

GSC SOLAR FUND II GP INC.

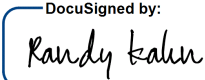
By: 

Name: Azeem Qureshi
Title: President

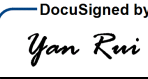
By: _____
Name:
Title:

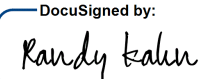
ADMINISTRATIVE AGENT:**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent**

By:  DocuSigned by:
 Name: Yan Rui
 Title: Vice President

By:  DocuSigned by:
 Name: Randy Kahn
 Title: Director

COLLATERAL AGENT:**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent**

By:  DocuSigned by:
 Name: Yan Rui
 Title: Vice President

By:  DocuSigned by:
 Name: Randy Kahn
 Title: Director

LENDER:

**DEUTSCHE BANK AG, CANADA
BRANCH**, as a Lender

By: 
Name: David Gynn
Title: Director

By: 
Name: Edward Salibian
Title: Assistant Vice President

LENDER:**THE BANK OF NOVA SCOTIA**, as a
Lender

By:

Name: Sebastian Reveredo
Title: Director, National Accounts

By:

Name: Brett Day
Title: Director Execution National Accounts

EXHIBIT A

See attached.

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

GSC SOLAR FUND I LP and GSC SOLAR FUND II LP,
as Borrowers

- and -

GSC SOLAR FUND I GP INC. and GSC SOLAR FUND II GP INC.,
as Borrower GPs

- and -

THE PROJECT SUBSIDIARIES FROM TIME TO TIME PARTY HERETO,
as Project Subsidiaries

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Administrative Agent

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Collateral Agent

- and -

DEUTSCHE BANK SECURITIES INC.,
as Technical Agent

- and -

THE BANK OF NOVA SCOTIA and DEUTSCHE BANK AG NEW YORK BRANCH,
as Co-Lead Arrangers

- and -

**THE BANK OF NOVA SCOTIA, DEUTSCHE BANK AG, CANADA BRANCH AND THE
OTHER FINANCIAL INSTITUTIONS FROM TIME TO TIME PARTY HERETO,**
as Lenders

Originally entered into as of March 19, 2018 and amended and restated as of May 31, 2018, as
further amended and restated as of June 29, 2023

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Originally entered into as of March 19, 2018 and amended and restated on May 31, 2018, as further amended and restated as of June 29, 2023.

B E T W E E N:

GSC SOLAR FUND I LP and GSC SOLAR FUND II LP, as Borrowers

- and -

GSC SOLAR FUND I GP INC. and GSC SOLAR FUND II GP INC., as
Borrower GPs

- and -

**THE PROJECT SUBSIDIARIES FROM TIME TO TIME PARTY
HERETO**, as Project Subsidiaries

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking
corporation, as Administrative Agent

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking
corporation, as Collateral Agent

- and -

DEUTSCHE BANK SECURITIES INC., as Technical Agent

- and -

**THE BANK OF NOVA SCOTIA and DEUTSCHE BANK AG NEW YORK
BRANCH**, as Co-Lead Arrangers

- and -

**THE BANK OF NOVA SCOTIA, DEUTSCHE BANK AG, CANADA
BRANCH AND THE OTHER FINANCIAL INSTITUTIONS FROM TIME
TO TIME NAMED IN SCHEDULE 1**, as Lenders

WHEREAS pursuant to a Credit Agreement dated as of March 19, 2018, as amended and restated as of May 31, 2018 and as otherwise amended, waived or modified prior to the date hereof (the “**Original Credit Agreement**”), the lenders party thereto agreed to make available to the Borrowers certain credit facilities subject to the terms and conditions set forth in the Original Credit Agreement; and

WHEREAS the Borrowers and the Lenders have agreed to amend and restate the Original Credit Agreement to refinance the credit facilities made available pursuant to the Original Credit

Agreement and to implement certain other changes subject to the terms and conditions of this Agreement as so amended and restated.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises, the covenants herein contained and other valuable consideration, the parties agree to amend and restate the Original Credit Agreement, subject to Section 5.3, so that it reads in its entirety as and from the Second Restatement Date as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

In this Agreement, the following terms have the following meanings:

“Aboriginal Participation Level” with respect to any Aboriginal Participation Project, has the meaning specified in the PPA applicable to such Aboriginal Participation Project.

“Aboriginal Participation Project” has the meaning specified in each PPA relating to a First Nation Project.

“Acceptable Counterparty” means a Person or entity that (a) satisfies the “know your client” requirements of each of the Lenders, and (b) is not a Sanctioned Person and is not on the OFAC Specially Designated Nationals List.

“Acceptable Letter of Credit” means a standby or commercial letter of credit, in form and substance satisfactory to the Majority Lenders, issued by a financial institution having a rating of at least “A3” from Moody’s or “A-” from S&P.

“Acceptance Agreement” has the meaning specified in Section 13.13(b).

“Account Bank” means (i) in respect of the Accounts Agreements (With Trigger), Royal Bank of Canada and its successors and assigns and (ii) in respect of the Accounts Agreement (Without Trigger), The Bank of Nova Scotia and its successors and assigns.

“Account Bank Fee Letters” has the meaning specified in the definition of “Fee Letter”.

“Accounts” means the Collateral Accounts and any other account established or required pursuant to the terms of this Agreement.

“Accounts Agreements (With Trigger)” has the meaning specified in Section 9.1(d).

“Accounts Agreement (Without Trigger)” has the meaning specified in Section 9.1(d).

“Accounts Agreements” has the meaning specified in Section 9.1(d).

“Additional Compensation” has the meaning specified in Section 4.1.

“Additional Material Project Agreements” means each agreement or series of agreements entered into by an Obligor subsequent to the Second Restatement Date and that (a) either replaces or substitutes for an existing Material Project Agreement, or (b) is an agreement that requires in the aggregate payments by an Obligor of more than \$250,000 in any Fiscal Year and

has a term greater than one year in any Fiscal Year or otherwise satisfies the requirements of the definition of “Material Agreement”.

“Adjusted Daily Compounded CORRA” means, for purposes of any calculation, the rate per annum equal to (a) Daily Compounded CORRA for such calculation plus (b) the Daily Compounded CORRA Adjustment; provided that if Adjusted Daily Compounded CORRA as so determined shall be less than the Floor, then Adjusted Daily Compounded CORRA shall be deemed to be the Floor.

“Adjusted Term CORRA” means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor.

“Administrative Agent” means Deutsche Bank Trust Company Americas when acting in its capacity as administrative agent hereunder, and includes any successor administrative agent appointed pursuant hereto and any other sub-agent appointed, from time to time, by the Majority Lenders to perform the duties of the Administrative Agent.

“Advance” means a borrowing by either Borrower by way of a (a) ~~CDOR~~CORRA Advance; (b) Prime Rate Loan; or (c) L/C Loan, and any reference relating to the amount of Advances means the sum of the principal amount of all outstanding ~~CDOR~~CORRA Advances, Prime Rate Loans and L/C Loans, in each case whether as a result of an Advance, rollover, conversion or a deemed Advance.

“Advance Request” means a notice of request for an Advance under the Term Facility, substantially in the form attached as Schedule 5.3(b), or such other form as the Administrative Agent and the Borrowers may agree to hereafter from time to time.

“Adverse MicroFIT Event” means, in respect of the MicroFIT Portfolio on an aggregate basis, the occurrence or continuance of any event or circumstance of any nature or kind, including, without limitation (and such event or circumstance or combination thereof, a “Triggering Event”): (i) disposal by the Borrower or a Project Subsidiary of its interests in a Project Subsidiary or one or more MicroFIT Projects, (ii) the offset of any payments by the IESO as a result of homeowner delinquency under MicroFIT Projects, (iii) any MicroFIT Project no longer being capable of generating and selling power, (iv) an LDC disconnecting a MicroFIT Project from the Distribution System and (v) any MicroFIT Project being in default under the applicable PPA; in each case that would, in any combination thereof, reasonably be expected to result in a permanent reduction or impairment of more than 11% of projected revenues in respect of MicroFIT Projects for the next twelve-month period based on the then current Financial Model.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” means an affiliated body corporate, partnership, joint venture or other entity and, for the purposes of this Agreement, (a) one body corporate, partnership, joint venture or other entity is affiliated with another if one such body corporate, partnership, joint venture or other entity is the Subsidiary of the other or both are Subsidiaries of the same body corporate, partnership, joint venture or other entity or each of them is controlled directly or indirectly by the same Person and (b) if two bodies corporate, partnerships, joint ventures or other entities are affiliated with the

same body corporate, partnership, joint venture or other entity at the same time, they are deemed to be affiliated with each other.

“Agency Fee Letter” means the letter agreement dated as of the Second Restatement Date between Grasshopper Solar Corporation, the Administrative Agent and the Collateral Agent in respect of the fees payable to each of the Administrative Agent and the Collateral Agent.

“Agents” means collectively the Administrative Agent, the Collateral Agent and the Technical Agent.

“Agreement” means this Second Amended and Restated Credit Agreement and all Schedules attached hereto.

“Agreement Currency” has the meaning specified in Section 13.10.

“Annual Inspection” means the opportunity to visit one or more of the properties on one occasion annually at any reasonable time or times, within normal business hours, following reasonable notice and in accordance with the terms of any lease agreement relating to such property and to attend at the head office of the Applicable Borrowers to examine and make copies of and abstracts from the books and records of, the Applicable Borrower or Project Subsidiary on one occasion per annum.

“Anti-Corruption Laws” has the meaning specified in Section 6.1(jj)(vi).

“Anti-Terrorism Laws” has the meaning specified in Section 6.1(jj)(v).

“Applicable AML Law” has the meaning specified in Section 11.20.

“Applicable Borrower” means as the context may require, either Borrower or both Borrowers.

“Applicable Law” means, with respect to any Person, property, transaction, condition or event, any present or future (a) domestic or foreign statute, law (including common and civil law), treaty, ordinance, convention, rule, regulation or by-law (zoning or otherwise), (b) judgment, order, writ, injunction, ruling, decree or award, or (c) Authorization, binding on or affecting the Person, property, transaction or event referred to in the context in which the term is used in each case whether or not having the force of law; including, without limitation, Environmental Laws.

“Applicable Margin” means (i) with respect to the Term Facility, 1.90% for ~~CDOR~~CORRA Advances and 0.9% for Prime Rate Advances and (ii) with respect to the L/C Facility, 1.90%.

Notwithstanding the foregoing, at any time after the Second Restated Date the Applicable Margin otherwise in effect as specified above will be increased in accordance with the following table, with the percentages set out in the first column representing the proportion of Advances made with respect to MicroFIT Projects relative to the aggregate amount of all Advances made under the Facilities:

If >35% but ≤37.5%	Applicable Margin increases by 5 bps
If >37.5% but ≤40%	Applicable Margin increases by 10 bps
If >40% but ≤42.5%	Applicable Margin increases by 15 bps

If >42.5% but ≤45%

Applicable Margin increases by 20 bps

“Applicable Percentage” means with respect to any Lender, the percentage of the total Commitments in respect of the Term Facility represented by such Lender’s Commitment in respect of the Term Facility. If the Commitments in respect of the Term Facility have terminated or expired, the Applicable Percentage shall be the percentage of the total outstanding Loans under the Term Facility represented by such Lender’s outstanding Loans under the Term Facility. Notwithstanding anything to the contrary herein, if a Lender assigns all or a portion of the Term Facility (but not the L/C Facility) to a Transferee, the Applicable Percentage of (i) such Lender shall be deemed to remain unchanged and (ii) such Transferee shall be deemed to be nil.

“Approved LDC” means each LDC with a rating of at least “Baa3” from Moody’s or “BBB-” from S&P.

“Approved Project Disposition” has the meaning specified in Section 5.5(c).

“Approved Supplier” means each of the Persons listed as an Approved Supplier on Appendix A and its successors and permitted assigns, as updated from time to time as agreed in writing by the Borrowers and Technical Agent.

“Arm’s Length” has the meaning ascribed thereto for the purposes of the Tax Act in effect as of the date hereof.

“Assets” means, with respect to any Person, any property, assets and undertakings of such Person of every kind and wheresoever situated, whether now owned or hereafter acquired (and, for greater certainty, includes any equity or like interest of any Person in any other Person).

“Assignment Agreements” means, collectively, unit purchase and assignment and assumption agreements or any other similar agreements between an Obligor and a third party or an Affiliate in respect of the transfer of the Equity Securities in a Project Subsidiary, a Project GP or a Project Subsidiary Holdco to a Borrower or an Affiliate thereof.

“Authorization” means, with respect to any Person, any order, permit, approval, grant, licence, consent, franchise, certificate, exemption, waiver, registration or other authorization of any Governmental Authority having jurisdiction over such Person or the property and assets of such Person, whether or not having the force of law.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.9(d).

“Available Debt Service Liquidity” has the meaning specified in Section 8.10(b).

“Bail-In Action” means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Banking Day” or “Business Day” means a day, other than a Saturday or a Sunday or other day on which banks are required or authorized to close in Toronto, Canada or in New York City, New York; provided that, when used in connection with a CORRA Loan, or any other calculation or determination involving CORRA, a “Business Day” means any day that is a Business Day in Toronto, Ontario.

“Bankruptcy Law” means the *Companies’ Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) and successor legislation thereto and any other equivalent or analogous legislation.

“Benchmark” means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA, or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.9(a)

“Benchmark Replacement” means, with respect to any Benchmark Transition Event:

- (a) where a Benchmark Transition Event has occurred with respect to Term CORRA Reference Rate, Daily Compounded CORRA; and
- (b) where a Benchmark Transition Event has occurred with respect to a Benchmark other than the Term CORRA Reference Rate, the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrowers giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may

be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrowers giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

- (a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court

or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or

- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.9 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.9.

“**Borrower GPs**” means Fund 1 Borrower GP and Fund 2 Borrower GP.

“**Borrower GSAs**” has the meaning specified in Section 9.1(a).

“**Borrower Operating Expenses**” means, in relation to either Borrower and for any period, the costs incurred by that Borrower in performing its operations, including legal expenses, fees and transaction costs incurred in connection with the administration of the Portfolio, the Project Subsidiaries and this Agreement, the Required Hedging Program and the other Financing Documents; provided, however, that Borrower Operating Expenses shall not include:

- (a) Project Subsidiary Operating Expenses;
- (b) Debt Service;
- (c) the amount of any fees or expenses payable to the Lenders, each Account Bank, Administrative Agent and Collateral Agent which are not included in Debt Service; and
- (d) unused reserves in respect of items referred to in clauses (a) through (c) of this definition.

“**Borrower Partnership Agreements**” means the Fund 1 Borrower Partnership Agreement and the Fund 2 Borrower Partnership Agreement.

“**Borrower Revenue Account**” has the meaning specified in Section 8.9(a).

“Borrowers” means Fund 1 Borrower and Fund 2 Borrower.

“Borrowers’ Knowledge” means the actual knowledge after due inquiry of any of the senior officers or directors of the Borrowers or the Borrower GPs (or those individuals from time to time performing similar functions).

“C&I Projects” means all Projects other than MicroFIT Projects.

“Canadian Dollars” means the lawful currency of Canada in immediately available funds.

“Capital Assets” means, with respect to any Person, any tangible fixed or capital assets owned or leased (in the case of a Capital Lease) by such Person.

“Capital Contribution” means:

- (a) the amount of capital contributed to each Borrower by its Borrower GP and/or Sponsor in the form of (i) cash by way of contribution of equity, (ii) cash by way of Sponsor Subordinated Debt, (iii) an equity contribution agreement delivered by Sponsor in favour of the Collateral Agent, in form and substance acceptable to the Administrative Agent (an **“Equity Contribution Agreement”**) together with credit support in the form of cash collateral and/or an Acceptable Letter of Credit totaling at least 110% of the Required Equity Contribution amounts specified in the Equity Contribution Agreement, or (iv) any combination of the foregoing;
- (b) the amount of capital contributed to the Community Project Subsidiaries by either of a Community Holdco or a Community GP Holdco in the form of cash by way of contribution of equity; and
- (c) to the extent applicable, the amount of capital contributed to a First Nation Project Subsidiary by a First Nation in the form of cash by way of contribution of equity.

“Capital Expenditures” means, in respect of any Person and any period, all expenditures made by such Person during such period for the purchase, lease or acquisition of Capital Assets (including all amounts paid or accrued during such period on Capital Leases).

“Capital Lease” means any lease (a) which is required to be capitalized on a balance sheet of the lessee in accordance with GAAP, or (b) for which the amount of the asset and liability thereunder should be disclosed in a note to such balance sheet as if so capitalized in accordance with GAAP.

“Cash Flow Available for Debt Service” means, in relation to the Borrowers and as determined on an aggregate basis for any period with respect to all Term Projects, (a) the sum of (i) all Project Revenues, (ii) proceeds of any business interruption insurance in respect of the Borrowers or any Project Subsidiary, and (iii) proceeds of property and casualty insurance received by the Borrowers or any Project Subsidiary for remediated expenses covered by such insurance, in each case attributable to such period, minus (b) Operating Expenses for such period (including, for clarity, the fees due and payable to the Administrative Agent and the Collateral Agent and fees due and payable to the Account Banks under the applicable Fee Letters or otherwise).

~~“CDOR Advance” means a loan made by the Lenders to a Borrower in Canadian Dollars on which interest is payable at the CDOR Rate plus the Applicable Margin.~~

~~“CDOR” or “CDOR Rate” means, with respect to any Interest Period, in respect of CDOR Advances under the Term Facility, the average rate for Canadian Dollar bankers’ acceptances for a period of three months, or such other period as agreed to by the Administrative Agent, in each case which appears on the display page designated as the CDOR Page (or any replacement page) by Reuters Money Market Service (or its successor) or another similar electronic system on or about 10:00 a.m. (New York time) two Banking Days before the first day of such Interest Period (and if such rate is below zero, the CDOR Rate will be deemed to be zero).~~

“CFPOA” means *The Corruption of Foreign Officials Act* (Canada).

“Change in Law” has the meaning specified in Section 4.1.

“Change of Control” means any event, direct or indirect sale, transfer, disposition, issuance or other transaction or series of transactions following which:

- (a) Sponsor or Holdco would no longer Control each Borrower, directly or indirectly, as applicable, and would no longer own, directly or indirectly, at least 50.1% of the outstanding Equity Securities, voting rights and economic interests of each of the Borrowers and Borrower GPs; provided that (i) such remaining ownership interests not owned by Sponsor or Holdco are held entirely by a single Qualified Transferee, (ii) the sale or transfer of ownership interests to such Qualified Transferee is made in compliance with the terms and conditions of the applicable Material Project Agreements, (iii) the applicable Borrower shall have given the Lenders, the Administrative Agent and the Collateral Agent reasonable advance written notice of such sale or transfer and in any event not less than 15 Banking Days prior thereto, (iv) Sponsor, the applicable Borrower and the proposed Qualified Transferee shall have taken whatever steps and delivered or cause to be delivered whatever documents and opinions are reasonably requested by the Administrative Agent to ensure the rights and remedies of the Lenders, the Administrative Agent and the Collateral Agent under the Financing Documents are not adversely affected as a result of such sale or transfer, including security documents in form and substance substantially similar to the Security Documents and legal opinions and officer’s certificates in relation thereto, (v) no Default or Event of Default shall have occurred and be continuing or would occur as a result of the proposed sale or transfer, and (vi) the applicable Borrower shall have delivered an Officer’s Certificate to the Lenders in respect of the satisfaction of the foregoing conditions;
- (b) the applicable Borrower, together with Sponsor and/or Holdco, would no longer Control directly or indirectly 100% of the outstanding Equity Securities, voting rights and economic interests of any of the Project Subsidiary Holdcos, Project Subsidiaries and Project GPs (other than the First Nation Project Subsidiaries, the Municipal Project Subsidiaries, the Public Sector Project Subsidiaries or the Community Project Subsidiaries);
- (c) a Project Subsidiary Holdco would no longer Control, directly or indirectly, at least the same percentage of a Project Subsidiary that such Project Subsidiary Holdco Controlled as at the date on which the applicable Project Subsidiary first became subject to the terms of the Original Credit Agreement;

- (d) a Community GP Holdco would no longer Control, directly or indirectly, 100% of the general partner interests in a Community Project Subsidiary;
- (e) the applicable Borrower would no longer Control, directly or indirectly, at least the same percentage of a Community Project Subsidiary, a Municipal Project Subsidiary, a Public Sector Project Subsidiary or First Nations Project Subsidiary that such Borrower Controlled as at the date on which the Community Project Subsidiary the Municipal Project Subsidiary, the Public Sector Project Subsidiary or First Nations Project Subsidiary, as applicable, first became subject to the terms of the Original Credit Agreement;
- (f) other than due to a Permitted Community Disposition, a Community Holdco would no longer Control, directly or indirectly, at least the same percentage of a Community Project Subsidiary that the Community Holdco Controlled as at the date on which the Community Project Subsidiary first became subject to the terms of the Original Credit Agreement;
- (g) a First Nation GP Holdco would no longer Control, directly or indirectly, 100% of the general partner interests in a First Nation Project Subsidiary;
- (h) a First Nation Holdco would no longer Control, directly or indirectly, at least the same percentage of a First Nation Project Subsidiary that the First Nation Holdco Controlled as at the date on which the First Nation Project Subsidiary first became subject to the terms of the Original Credit Agreement;
- (i) a Borrower GP Municipal GP Holdco would no longer Control, directly or indirectly, 100% of the general partner interests in a Municipal Project Subsidiary;
- (j) a Borrower or Municipal Holdco would no longer Control, directly or indirectly, at least the same percentage of a Municipal Project Subsidiary that the Municipal Holdco Controlled as at the date on which the Municipal Project Subsidiary first became subject to the terms of the Original Credit Agreement;
- (k) a Borrower GP Public Sector GP Holdco would no longer Control, directly or indirectly, 100% of the general partner interests in a Public Sector Project Subsidiary; or
- (l) a Borrower or Public Sector Holdco would no longer Control, directly or indirectly, at least the same percentage of a Public Sector Project Subsidiary that the Public Sector Holdco Controlled as at the date on which the Public Sector Project Subsidiary first became subject to the terms of the Original Credit Agreement.

“**CLA**” means the *Construction Lien Act* (Ontario).

“**Claim**” means, with respect to any Person, any action, suit, written order, charge, penalty, written claim, written demand, litigation, investigation or proceeding of any kind or nature whatsoever against or otherwise involving such Person or the property or assets of such Person.

“**Closing Date**” means March 19, 2018.

“Closing Date Projects” means the solar rooftop and ground mounted power facilities acquired prior to the Closing Date for the purpose of generating and selling power to the IESO pursuant to each of the PPAs to which the Closing Project Subsidiaries are party as listed on Schedule 2.

“Closing Project Subsidiaries” means GSC Solar Leasing LP, 2245073 Ontario Inc., 2246253 Ontario Inc., Grasshopper Solar FIT Projects Inc., Chi Biidaaske Inc., Howard Avenue Solar Inc., 2377512 Ontario Inc., 2410581 Ontario Limited, 2428760 Ontario Inc., ICM Realty Group Solar 2013 Inc., SPN LP 1, SPN LP 4, SPN LP 5, SPN LP3, LDREC SPN LP and CEW L3V Solar III Limited Partnership and their successors and permitted assigns.

“Co-Lead Arrangers” means The Bank of Nova Scotia and Deutsche Bank AG New York Branch.

“Collateral” means all real and personal property (and the rents, insurance proceeds, issues, profits, proceeds and products of the foregoing) which are subject, or are intended or required to become subject, to the Liens granted under any of the Security.

“Collateral Accounts” means, collectively, all accounts to be established pursuant to or otherwise governed by Article 8.

“Collateral Agent” means Deutsche Bank Trust Company Americas, a New York banking corporation, when acting in its capacity as collateral agent hereunder but not in its capacity as a Lender, and includes any successor collateral agent appointed pursuant hereto and any other sub-agent appointed, from time to time, by the Majority Lenders to perform the duties of the Collateral Agent.

“Commitment” means, at any time with respect to a Lender, the principal amount set forth beside such Lender’s name under the heading “Commitment” on Schedule 1 of this Agreement in respect of each Facility or as set forth on the signature page of the Acceptance Agreement pursuant to which such Lender became a Lender hereunder in accordance with the provisions of Section 13.11, as such Commitment may be adjusted from time to time in accordance with the provisions of Section 13.11, and **“Commitments”** means, collectively, the aggregate amount of the commitments of all of the Lenders.

“Commitment Fee” has the meaning specified in Section 3.2(a).

“Community CCSA Project” has the meaning specified in the applicable PPA in respect of a Community Project.

“Community GP Holdco” means each of the Persons specified in Appendix A as a Community GP Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Community GP Holdco Pledge Agreements” has the meaning specified in Section 9.1(h).

“Community Holdco” means each of the Persons specified in Appendix A as a Community Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Community Holdco Pledge Agreements” has the meaning specified in Section 9.1(i).

“Community Investment Member” in respect of a Community Project, has the meaning specified in the PPA applicable to such Community Project.

“Community Loan Documents” means the Project Subsidiary Loan Agreement between each Community Project Subsidiary and a Borrower, a general security agreement entered into by each Community Project Subsidiary, and, if required by the Lenders, a Lender Direct Agreement in respect of the applicable Community MSA Agreements.

“Community MSA Agreements” means the agreements between the Community Project Subsidiaries and the MSA Contractor relating to the management, operation, maintenance, use, occupancy and upkeep of the Community Projects and any replacement agreements as contemplated by Section 10.1(n).

“Community Participation Level” in respect of a Community Project, has the meaning specified in the PPA applicable to such Community Project.

“Community Partnership Agreement” means a limited partnership agreement which governs a Community Project Subsidiary and its business and affairs.

“Community Portfolio” means, as of any date, the aggregate of all Community Projects excluding Released Projects.

“Community Project Subsidiary” means each of the Persons specified in Appendix A as a Community Project Subsidiary and its successors and permitted assigns as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Community Projects” means the Projects owned from time to time by the Community Project Subsidiaries.

“Community Shareholder Agreement” means a shareholder agreement which governs a Community Project Subsidiary and its business and affairs.

“Concentration Limits” has the meaning specified in Section 7.2(cc).

“Conforming Changes” means, with respect to the use or administration of a Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Prime Rate,” the definition of “Business Day,” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of Borrowing Requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of Section 2.13 and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents).

“Connection Agreements” means, collectively, (a) the connection cost agreements between each Obligor and the applicable LDC, and (b) all other agreements entered into from time to time after the Second Restatement Date between the LDC and an Obligor with respect to the connection of a Contract Facility to the Distribution System (directly or indirectly), and **“Connection Agreement”** means any one of them.

“Control” and its derivatives mean, with respect to a Person, the holding, directly or indirectly, (other than by way of security only) by another Person of securities or economic interests in the first Person or the right to vote or direct the voting of securities of such Person if a corporation to which, in the aggregate, are attached more than 50% of the votes that may be cast to elect directors of the corporation, provided that the votes attached to those securities are sufficient, if exercised, to elect a majority of the directors of the corporation and means, with respect to control of a Person other than a corporation, the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, and whether through the ownership or control of voting securities, voting rights, contract or otherwise, without the cooperation of others and **“Controlling”** and **“Controlled”** have corresponding meanings.

“Controlled Account” means a Collateral Account subject to an Accounts Agreement (Without Trigger).

“Controlled Supplier” means each of the Persons listed as a Controlled Supplier on Appendix A and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower, the Technical Agent and the Administrative Agent (at the discretion of the Majority Lenders).

“Controlled Supplier Cap” means, in respect of each Controlled Supplier, the figure specified on Appendix A next to such Controlled Supplier, which represents (i) the maximum number of MW-DC that can be produced from Projects using or involving such Controlled Supplier and (ii) the maximum percentage of MW-DC that can be produced from Projects using or involving such Controlled Suppliers as a portion of the then-funded Portfolio, as updated from time to time as agreed in writing by a Borrower, the Technical Agent and the Administrative Agent (at the discretion of the Majority Lenders).

“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

“CORRA Advances” means Term CORRA Advances and Daily Compounded CORRA Advances.

“Co-op Members” in respect of a Community Project, has the meaning specified in the PPA applicable to such Community Project.

“Credit Facilities” has the meaning specified in Section 2.1.

“Curtailment” means curtailment of a Project by the IESO for reasons other than grid incapacity.

“Daily Compounded CORRA” shall mean, for any day (a “Daily Compounded CORRA Rate Day”), a rate per annum (with interest accruing on a compounded daily basis) equal to CORRA for the day (such day, the “Daily Compounded CORRA Determination Day”) that is five (5) Business Days prior to (a) if such Daily Compounded CORRA Rate Day is a

Business Day, such Daily Compounded CORRA Rate Day, or (b) if such Daily Compounded CORRA Rate Day is not a Business Day, the Business Day immediately preceding such Daily Compounded CORRA Rate Day, in each case, as CORRA is published by the administrator; provided, however, that if as of 5:00 p.m. (Toronto time) on any Daily Compounded CORRA Determination Day, CORRA for the applicable tenor has not been published by the administrator and a Canadian Benchmark Replacement Date with respect to Daily Compounded CORRA has not occurred, then Daily Compounded CORRA will be CORRA as published by the administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Daily Compounded CORRA Determination Day.

“Daily Compounded CORRA Adjustment” means a percentage equal to 0.32138% (32.138 basis points) per annum for an Available Tenor of three-months’ duration.

“Daily Compounded CORRA Advance” means a loan made by the Lenders to a Borrower in Canadian Dollars on which interest is payable at Adjusted Daily Compounded CORRA plus the Applicable Margin.

“DBAG” means Deutsche Bank AG, Canada Branch.

“Debt” of any Person means (without duplication) all obligations of such Person which in accordance with GAAP should be classified upon a balance sheet of such Person as liabilities of such Person, and in any event includes:

- (a) all obligations of such Person for borrowed money or with respect to advances made to such Person of any kind;
- (b) all obligations of such Person for borrowed money, whether or not evidenced by bonds, debentures, notes or similar instruments;
- (c) all obligations of such Person under conditional sale or other title retention agreements;
- (d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business);
- (e) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Debt secured thereby has been assumed;
- (f) all Guarantees by such Person of Debt of others with the amount thereof quantified as the amount of liability which would reasonably be anticipated by such Person to be assumed by such Person;
- (g) all obligations under Capital Leases, sale and leaseback obligations and Synthetic Leases;
- (h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee or in respect of bankers’ acceptances;
- (i) the aggregate amount at which any units, shares or other Equity Securities in the capital of such Person which are redeemable or retractable at the option of the holder may be

retracted or redeemed for cash or Debt provided all conditions precedent for such retraction or redemption have been satisfied;

- (j) all Debt under the Financing Documents and Secured Hedge Agreements; and
- (k) all other Debt upon which interest charges are customarily paid by such Person,

in all cases excluding leases which are accounted for under GAAP as operating leases relating to property acquired by such Person, current accounts payable incurred in the ordinary course of business and endorsements to the benefit of third parties of negotiable instruments. The Debt of any Person shall include the Debt of any other Person to the extent such first Person has unlimited liability therefor as a result of such Person's ownership interest in or other relationship with such other Person.

"Debt Service" means, in relation to the Borrowers on an aggregate basis and for any period with respect to all Projects, the sum of the following amounts paid (or payable), or projected to be payable, as the case may be, by the Borrowers during such period on account of:

- (a) interest payments, standby and commitment fee payments relating to the Facilities and scheduled principal repayments relating to the Term Facility (but not including fees payable to the Administrative Agent and the Collateral Agent); and
- (b) payments (other than termination payments) by the Borrowers, if any, under the Secured Hedge Agreements;

less:

- (c) payments (other than termination payments) received by the Borrowers, if any, under the Secured Hedge Agreements.

"Debt Service Reserve Account" has the meaning specified in Section 8.10.

"DSCR" means, in relation to all Projects and for any period of four Fiscal Quarters specified herein, the ratio of Cash Flow Available for Debt Service for such period to Debt Service for the same period.

"DSRA LC" means a letter of credit issued or to be issued by the Issuing Lender for the account of a Borrower pursuant to this Agreement.

"Deemed Change in Law" means, collectively, and regardless of the date enacted, adopted or issued (a) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and all requests, rules, guidelines, or directives thereunder or issued in connection therewith, and (b) all requests, rules, guidelines, or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III.

"Default" means an event, condition or circumstance, the occurrence or non-occurrence of which would, with the giving of a notice, lapse of time, the making of any determination, or any combination thereof, constitute an Event of Default unless remedied within applicable cure periods or waived in accordance with the terms of this Agreement.

“Default Notice” has the meaning specified in Section 7.1(nn).

“Default Rate” has the meaning specified in Section 3.5.

“Deliver Electricity” and **“Delivered Electricity”** have the meaning given to the terms **“Deliver”**, **“Delivered”** and **“Electricity”** in the PPAs.

“Department of Treasury Rule” has the meaning specified in Section 6.1(jj)(v).

“Designated Project” has the meaning specified in Section 5.5(a).

“Designated Project Disposition” has the meaning specified in Section 5.5(a).

“Designated Project Notice” has the meaning specified in Section 5.5(a).

“Direct Agreement” means, (a) in respect of a Material Project Agreement, an agreement provided by the counterparty, a Borrower and/or the other applicable Obligor(s) in favour of the Collateral Agent with respect to the matters customarily required by secured lenders (including consent to the Liens of the relevant Security Documents, notice of default, curative periods, step-in and continuity rights following enforcement, and limitations on the responsibilities of the Administrative Agent and the Collateral Agent), and includes the IESO Direct Agreements, the MSA Direct Agreements and the Equity Partner Direct Agreements, and (b) the LDC Consents, and

“Direct Agreements” means all of them.

“Disbursement Certificate” means a certificate substantially in the form of Schedule 6.

“Distribution Certificate” has the meaning specified in Section 8.13(a)(viii).

“Distribution Conditions” has the meaning specified in Section 8.13.

“Distribution Date” means, in relation to any Distribution Certificate delivered to the Administrative Agent pursuant to Section 8.13(a)(viii), the date on which a Borrower is permitted to make a Restricted Payment upon satisfaction of the Distribution Conditions attested to in such Distribution Certificate.

“Distribution Reserve Account” has the meaning specified in Section 8.13.

“Distribution System” means the system connected to the IESO grid for distributing electricity which is owned and operated by the LDC.

“DNV” means DNV Energy Systems Canada Inc.

“Domestic Content Plan” in respect of a Project has the meaning specified in the relevant PPA.

“Domestic Content Report” in respect of a Project has the meaning specified in the relevant PPA.

“Draw” means, in respect of each L/C Draw Request, the corresponding draw by the Collateral Agent, as directed by a Borrower, under the L/C Facility of the related L/C Draw Amount.

“Drawdown” means in the case of the L/C Facility, a Draw under the DSRA LC and the corresponding deemed conversion into an L/C Loan pursuant to Section ~~2.10~~2.12(c).

“Drawdown Date” means, in relation to any Advance, any Banking Day on which the Drawdown of such Advance is made by a Borrower pursuant to, in the case of the L/C Facility, an L/C Draw Request.

“DSCR Calculation Certificate” has the meaning specified in Section 7.1(d)(iv).

“DSCR Calculation Date” means any Quarterly Payment Date.

“EEA Financial Institution” means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

“EEA Member Country” means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

“EEA Resolution Authority” means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

“Eligible Investment Account” has the meaning specified in Section 8.16(a).

“Environmental Claims” any and all Claims, whether actual or contingent, relating in any way to any Environmental Law, any Release of, or exposure to, Hazardous Substances or any Environmental Permit issued under any such Environmental Law (including any liability for damages, fines, penalties or indemnities), including (a) any Claim by any Governmental Authority for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any Environmental Laws against a Borrower, any real property owned or leased by any Obligor or managed by or under control of a Borrower or any Project Subsidiary, any Project, other Assets of a Borrower or a Project Subsidiary or any other property that a Borrower or Project Subsidiary had charge, management or control over; and (b) any Claim made or, to the best of the knowledge of the relevant Borrower after reasonable inquiry, threatened, by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief against a Borrower, a Project Subsidiary, a Project, the Properties or any other Assets of a Borrower or a Project Subsidiary resulting from or relating to any Environmental Laws, the Release or presence of any Hazardous Substance, or alleged injury or threat of injury to health, safety or the environment.

“Environmental Laws” means all Applicable Laws (including the Equator Principles) relating to the environment, occupational health and safety or Hazardous Substances, including Applicable Laws relating to (a) on-site or off-site contamination; (b) occupational health and safety; (c) Releases of Hazardous Substances into the environment; (d) the manufacturing, processing, distribution, use, treatment, storage, transport, disposal or handling of, or containment, investigation, clean-up or other remediation of or corrective action for Hazardous Substances, in or into the environment; and (e) the reporting, licensing, permitting, investigating,

remediating and cleaning up in connection with any actual, threatened or alleged presence or Release of Hazardous Substances.

“Environmental Permits” means all Authorizations issued to an Obligor or to a Project pursuant to Environmental Laws and required for the siting, construction, operation, maintenance, use, occupancy and upkeep of such Project or the use or ownership of any real property or other Assets of such Obligor, including each Environmental Permit obtained and listed in Schedule 6.1(q)(i) hereto.

“Equator Principles” means the “Equator Principles” initially adopted on June 4, 2013 by certain financial institutions in conjunction with the International Finance Corporation, as the same may be amended or modified from time to time.

“Equity Partner Direct Agreements” means the Direct Agreements between the Collateral Agent, the applicable Obligor and an Equity Partner.

“Equity Partner Project Subsidiaries” means, collectively, the First Nation Project Subsidiaries and the Community Project Subsidiaries, the Municipal Project Subsidiaries and the Public Sector Project Subsidiaries.

“Equity Partners” means, collectively, the Community Holdcos, the First Nation Holdcos, the Municipal Holdcos and the Public Sector Holdcos, and **“Equity Partner”** means either of them.

“Equity Securities” means, with respect to any Person, any and all shares, interests, participations, rights in, or other equivalents (however designated and whether voting and non-voting) of, such Person’s capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing.

“ETA” means the *Excise Tax Act* (Canada) and all successor legislation thereto.

“Event of Default” has the meaning set forth in Section 10.1.

“excess amount” has the meaning set forth in Section 11.4(b).

“Excess Cash Flow Prepayment” has the meaning set forth in Section 2.5(c)(vi).

“Excluded Assets” means all Contract Energy as it is delivered in accordance with the terms of the PPAs.

“Excluded Taxes” means in relation to the Administrative Agent, the Collateral Agent or any Lender (each, a **“recipient”**): (a) Taxes imposed on its net capital or income by a Governmental Authority as a result of a recipient (i) carrying on a trade or business or having a permanent establishment in any jurisdiction or political subdivision thereof, (ii) being organized under the laws of such jurisdiction or political subdivision thereof, or (iii) being or being deemed to be resident in such jurisdiction or political subdivision thereof, including, for the avoidance of doubt, any franchise, income, branch profits or other such Taxes imposed upon any recipient, (b) Taxes imposed by a Governmental Authority on a payment by or on account of any obligation of a Borrower hereunder to (i) a recipient with which a Borrower does not deal at arm’s length, within the meaning of the Tax Act, at the time of making such payment, or (ii) in respect of a debt or other obligation to pay an amount to a person with whom a Borrower is not dealing at

arm's length, within the meaning of the Tax Act, at the time of such payment, or (c) any Taxes under the Tax Act payable by virtue of all or a portion of a payment made by a Borrower to a recipient pursuant to the terms of this Agreement or a Financing Document being deemed to be a dividend paid to such recipient pursuant to subsection 214(16) of the Tax Act as such provision reads as of the date of this Agreement or any amended or successor provision substantially similar thereto.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

"Facilities" means, collectively, the Term Facility and the L/C Facility, and **"Facility"** means any one of them.

"FCPA" means the U.S. Foreign Corruption Practices Act.

"Fee Letters" mean each fee letter entered into by an Obligor with or in favour of a Secured Creditor, including without limitation: (a) Agency Fee Letter, (b) the Upfront Fee Letters and (c) the fee letters between the Borrowers and/or the Project Subsidiaries, as applicable, and each Account Bank (the **"Account Bank Fee Letters"**).

"Financial Model" means, at any time and with respect to the Portfolio, a spreadsheet-based comprehensive cash flow base case model prepared by or on behalf of the Borrowers to carry out the financial assessment of the Portfolio for the entire term of the Portfolio and delivered to the Administrative Agent, the Technical Agent, the Lenders and the Independent Engineer in accordance with Section 5.1(x); as of the Second Restatement Date, the current Financial Model is dated as of June 29, 2023.

"Financing Documents" means, collectively, the Initial Financing Documents, all agreements for the Required Hedging Program, the Security Documents, the Equity Contribution Agreement and all other documents to be executed and delivered to any or all of the Administrative Agent, the Lenders or the Collateral Agent by an Obligor or Sponsor in connection with the Facilities, including cash consolidation, cash management and electronic funds transfer arrangements, and **"Financing Document"** means any one of them.

"First Nation Community" in respect of a First Nation Project, has the meaning specified in the PPA applicable to such First Nation Project.

"First Nation GP Holdco Pledge Agreements" has the meaning specified in Section 9.1(j).

"First Nation GP Holdco" means each of the Persons specified in Appendix A as a First Nation GP Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

"First Nation Holdco" means each of the Persons specified in Appendix A as a First Nation Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

"First Nation Holdco Pledge Agreements" has the meaning specified in Section 9.1(k).

“First Nation Loan Documents” means each Project Subsidiary Loan Agreement to be entered into by the First Nation Project Subsidiary and a Borrower and a general security agreement entered into by each First Nation Project Subsidiary.

“First Nation MSA Agreements” means each agreement between a First Nation Project Subsidiary and the MSA Contractor relating to the management, operation, maintenance, use, occupancy and upkeep of the First Nation Projects and any replacement agreements as contemplated by Section 10.1(n).

“First Nation Partnership Agreement” means a limited partnership agreement which governs a First Nation Project Subsidiary and its business and affairs.

“First Nation Project Subsidiary” means each of the Persons specified in Appendix A as a First Nation Project Subsidiary and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“First Nation Projects” means the Projects owned from time to time by a First Nation Project Subsidiary.

“First Nation Shareholder Agreement” means a shareholder agreement which governs a First Nation Project Subsidiary and its business and affairs.

“First Nations” means each of the First Nation Communities specified in Appendix A and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“First Restatement” means the amended and restated credit agreement dated as of the First Restatement Date between, among others, the Borrowers and the lenders party thereto.

“First Restatement Date” means May 31, 2018.

“Fiscal Quarter” means each fiscal quarter of the Borrowers ending in March, June, September and December of each calendar year.

“Fiscal Year” means, in respect of the Borrowers, its fiscal year commencing on January 1 of each calendar year and ending on December 31 of such calendar year.

“FIT Contract CCSA Amendment” means a FIT Contract Amending Agreement re: Contract Capacity Set-Aside Project entered into by a Community Project Subsidiary and the IESO in substantially the form prescribed by the IESO.

“Fund 1 Borrower” means GSC Solar Fund I LP.

“Fund 1 Borrower GP” means GSC Solar Fund I GP Inc.

“Fund 1 Borrower Partnership Agreement” means the amended and restated limited partnership agreement dated as of the First Restatement Date made between the Fund 1 Borrower GP and Sponsor regarding the Fund 1 Borrower and governing the business and affairs of the Fund 1 Borrower.

“Fund 2 Borrower” means GSC Solar Fund II LP and its permitted successors and assigns.

“Fund 2 Borrower GP” means GSC Solar Fund II GP Inc., and its permitted successors and assigns.

“Fund 2 Borrower Partnership Agreement” means the amended and restated limited partnership agreement dated as of the date hereof made between the Fund 2 Borrower GP and Sponsor regarding the Fund 2 Borrower and governing the business and affairs of the Fund 2 Borrower.

“Force Majeure” has the meaning given to such term in the applicable PPA.

“GAAP” means the generally accepted accounting principles in effect in Canada and acknowledged by the Canadian Institute of Chartered Accountants and published in the Canadian Institute of Chartered Accountants’ Handbook until such time as a Borrower adopts the International Financial Reporting Standards (**“IFRS”**) and thereafter, the IFRS and its interpretations adopted by the International Accounting Standards Board.

“Governmental Authority” means the government, parliament or legislature of Canada or any other nation, or of any political subdivision thereof, whether provincial, state, municipal or local, and any agency, authority, instrumentality, ministry, department, tribunal, regulatory body, commission, board, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

“Guarantee” of or by any Person (in this definition, the **“guarantor”**) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt of any other Person (in this definition, the **“primary credit party”**) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect: (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other financial obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise); (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other financial obligation of the payment thereof; (c) to maintain working capital, equity capital solvency, or any other balance sheet, income statement or other financial statement condition or liquidity of the primary credit party so as to enable the primary credit party to pay such Debt or other financial obligation; (d) as an account party in respect of any letter of credit or letter of guarantee issued to support such Debt or other financial obligation; or (e) to purchase, sell or lease (as lessor or lessee) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Debt or to assure the holder of such Debt or other financial obligation against loss, provided the Guarantee shall not include endorsements of instruments for deposit or collection in the ordinary course of business.

“Hazardous Substance” means any substance, material or waste regulated, listed or prohibited by Environmental Laws including: (a) those things included in the definition of “contaminants”, “pollutants”, “hazardous wastes”, “deleterious substances”, “dangerous goods”, “hazardous substances”, “toxic substances” or “waste” under Environmental Laws; or (b) any substance, material or waste that is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) flammable explosives or (v) radioactive materials.

“Hedge Arrangement” means, for any Person, any arrangement or transaction between that Person and any other Person which is a rate swap transaction, basis swap, forward rate transaction, commodity swap, interest rate option, forward foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of such transactions or arrangements) designed to protect or mitigate against risks in interest, currency exchange or commodity price fluctuations.

“Hedge Banks” means, as of the Second Restatement Date, each of Deutsche Bank AG, London Branch and The Bank of Nova Scotia, and thereafter, any other Person who becomes a Hedge Bank pursuant to Section 13.11.

“Holdco” means GSC GP Holdco Inc. and its permitted successors and assigns.

“Holdco Pledge Agreement” has the meaning specified in Section 9.1(m).

“HST” means any harmonized sales tax imposed under Part IX of the ETA.

“IESO” means the Independent Electricity System Operator for the Province of Ontario or any successor thereto.

“IESO-Administered Markets” has the meaning ascribed to it by the IESO Market Rules.

“IESO-Controlled Grid” has the meaning given by the IESO Market Rules.

“IESO Direct Agreements” means the agreement between the IESO, the Collateral Agent and the applicable Obligor as contemplated in Article 11 of each PPA.

“IESO Domestic Content Confirmation” means the notice provided by the IESO pursuant to Section 2.11(c) of the applicable PPA notifying the applicable Obligor that the Domestic Content Report for the applicable Project is complete.

“IESO Event of Default” with respect to a Project has the meaning given to such term in the relevant PPA.

“IESO Market Rules” means the rules governing the IESO-Controlled Grid and establishing and governing the IESO-Administered Markets, together with all market manuals, policies, and guidelines issued by the IESO, all as amended or replaced from time to time.

“Indemnifying Party” has the meaning specified in Section 12.4(c).

“Indemnitee” has the meaning specified in Section 12.4(a).

“Independent Director” means a director that is not and has not been for at least five years, either (i) a shareholder (or other equity owner) of, or an officer, director, partner, manager, member, employee, attorney or counsel of, a Borrower or any of its Affiliates; (ii) a customer or creditor of, or supplier to, a Borrower or any of its Affiliates who derives any of its purchases or revenue from its activities with a Borrower or any Affiliate thereof (other than a *de minimis* amount); (iii) a person who controls or is under common control with any such officer, director, partner, manager, member, employee, supplier, creditor or customer; or (iv) a member of the immediate family of any such officer, director, partner, manager, member, employee, supplier,

creditor or customer; provided that the foregoing subclause (i) shall not apply to any Person who serves as an independent director or an independent manager for any Affiliate of a Borrower.

“Independent Engineer” means (i) in respect of the Closing Date Projects, Leidos Engineering, LLC and (ii) in respect of all other Projects (including services with respect to the Portfolio where Closing Date Projects are included), Luminate, LLC and/or DNV, in each case including their successors and assigns, or any other Person providing similar services satisfactory to the Majority Lenders and Technical Agent.

“Independent Engineer Agreements” means (i) the professional services agreement between the Administrative Agent, the Luminate, LLC and the Fund 2 Borrower, (ii) the use of work products agreement in connection with grasshopper solar portfolio effective February 14, 2017 between the Administrative Agent and Leidos, (iii) the advisory services short form agreement dated as of April 3, 2023 between Deutsche Bank AG, Canada Branch and DNV and (iv) any replacement contract(s) providing for the services of an independent engineer to the Lenders.

“Initial Financing Documents” means this Agreement together with any Security Documents (including for certainty the Irrevocable Direction and Acknowledgement), Direct Agreements or documents in respect of the Hedge Arrangements required to have been entered into at the Closing Date.

“Insurance Advisor” means (i) in respect of the Closing Date Projects, Moore-McNeil, LLC and (ii) in respect of all other Projects (including services with respect to the Portfolio where Closing Date Projects are included), In Tech Risk Management Inc., in each case including their successors and assigns, or any other Person providing similar services satisfactory to the Majority Lenders and Technical Agent.

“Insurance Proceeds” has the meaning specified in Section 7.1(cc).

“Insurance Threshold” means \$1,000,000.

“Interest Period” means with respect to any Advance under the Term Facility, (i) in relation to the first Interest Period following the Second Restatement Date, that period commencing on the Second Restatement Date and ending on September 30, 2023; and (ii) in relation to any subsequent Interest Period, that period commencing on the last day of the immediately preceding Interest Period and ending on the next Quarterly Payment Date or the Term Facility Maturity Date, if earlier; provided however that the last day of each Interest Period shall be a Business Day and if not, the last day of such Interest Period shall be the first Business Day following, unless such first Business Day is in a succeeding calendar month, in which case, the last day of such Interest Period shall be the immediately preceding Business Day.

“Inverter” means on-site inverter houses, including associated inverters, and step-up transformers.

“Irrevocable Direction and Acknowledgement” means the irrevocable direction and acknowledgement from the Fund 1 Borrower and GSC Solar Leasing LP to Grasshopper Solar Corporation and the Administrative Agent dated as of the Closing Date in connection with the Residential Redirected Account and the Residential Trust Accounts.

“Issuing Lender” means, initially, The Bank of Nova Scotia and its respective successors and assigns, and thereafter, the Person named in Schedule 1 as Issuing Lender and any other Person

who becomes an Issuing Lender pursuant to Section 13.11 and its respective successors and assigns.

“Joint Arrangers” means DBAG and The Bank of Nova Scotia.

“Key-Man Event” means, with respect to an individual Person, such Person resigning or being terminated from the entity specified, or such Person dying or otherwise becoming incapable of performing his or her responsibilities in the capacity of principal, officer, employee or the role otherwise applicable to such Person as of the Second Restatement Date.

“L/C Activity Notice” has the meaning specified in Section ~~2.10~~2.12(a).

“L/C Draw” has the meaning specified in Section ~~2.10~~2.12(b).

“L/C Draw Amount” has the meaning specified in Section ~~2.10~~2.12(b).

“L/C Draw Request” has the meaning specified in Section ~~2.10~~2.12(b).

“L/C Exposure” has the meaning specified in Section ~~2.10~~2.12(h).

“L/C Facility” means the letter of credit facility in a maximum amount equal to the L/C Facility Limit provided to the Borrowers by the Issuing Lender for the purposes set out in Section 2.3(a).

“L/C Facility Limit” means \$9,359,670.00.

“L/C Facility Maturity Date” means the Term Facility Maturity Date.

“L/C Fee” has the meaning specified in Section ~~2.10~~2.12(g).

“L/C Loan” means a Prime Rate Loan relating to a Draw under the L/C Facility.

“LDC” means the owner or operator of a Distribution System who is licensed by the OEB as an “electricity distributor” and whose licensed service area includes the location of the applicable Project, and is the Person identified as the local distribution company in item 19 of the cover page of each of the PPAs, in each case as acceptable to the Lenders.

“LDC Consent” means, in respect of the Connection Agreements for a Project, the consent and acknowledgement for assignment for security purposes delivered by the LDC in favour of the Collateral Agent, and **“LDC Consents”** means all of them.

“LDREC Project” means the Projects involving London District Renewable Energy Co-operative Inc. as an Equity Partner.

“Lease Payment Account” has the meaning specified in Section 8.12(a).

“Leases” means all leases, subleases, agreements to lease, offers to lease, renewals of leases and other rights on interest of, in or to real property related to a Project granted to the applicable Obligor (including for certainty, any of the aforementioned documents in connection with MicroFIT Projects and the homeowners thereunder as well as Rights of Access and Occupation).

“Lenders” means, collectively, the Persons named in Schedule 1 as Lenders and any other Person who becomes a Lender pursuant to Section 13.11, including the Issuing Lender and the Hedge Banks and their respective successors and assigns, and **“Lender”** means any one of them.

“Lenders’ Counsel” means (a) the firm of Torys LLP, in its capacity as counsel to the Lenders, or such other firm of legal counsel as the Lenders may from time to time designate and (b) the firm of Blake, Cassels & Graydon LLP, in its capacity as counsel to the Administrative Agent and Collateral Agent or such other firm of legal counsel as the Administrative Agent and Collateral Agent may from time to time designate.

“Lien” means any right to any property, or the income or benefits flowing therefrom, which secures an obligation due to a Person or a claim of such Person, whether such interest is based on the common law, statute or contract, and includes any security interest, hypothec, pledge, mortgage, privilege, prior claim, lien, charge, assignment, transfer, cession, encumbrance, Capital Lease, Synthetic Lease, installment sale, conditional sale or trust receipt or a consignment or bailment for security purposes. The term **“Lien”** shall include reservations, exceptions, encroachments, easements, servitudes, rights-of-way, covenants, conditions, restrictions and other title exceptions and encumbrances (including, with respect to Equity Securities agreements having the effect of restricting the ability, in any material respect, of a Person to fulfill its obligations hereunder, voting trust agreements and all similar arrangements) affecting property. Solely for the purposes of determining whether a Lien exists for the purposes of this Agreement, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale agreement, Capital Lease or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes and such retention or vesting shall constitute a Lien.

“Limited Partnership Agreements” means the Borrower Partnership Agreements and the Project Partnership Agreements.

“Loans” means the principal amount outstanding from time to time under the Facilities.

“Losses” has the meaning specified in Section 12.4(a).

“Maintenance Reserve Requirement” means, (1) in respect of the Closing Date Projects, \$1.60/kWp-dc per annum for Projects funded on each Quarterly Payment Date post-Closing in accordance with the recommendations of the Independent Engineer or such other amounts recommended by the Independent Engineer from time to time and (2) in respect of Projects other than Closing Date Projects, \$32/kWac in aggregate, with 75% funded by year 10, and 100% funded by year 12, for Projects funded on each Quarterly Payment Date post-Closing in accordance with the recommendations of the Independent Engineer or such other amounts recommended by the Independent Engineer from time to time.

“Major Maintenance Reserve Account” or the **“MMRA”** has the meaning specified in Section 8.11(a)(i).

“Majority Lenders” means, as at any time of determination:

- (a) if there is a single Lender, that Lender;
- (b) if there are two Lenders, both Lenders; and

- (c) if there are more than two Lenders, “**Majority Lenders**” will be construed for all purposes (including the discretion to waive or amend any conditions precedent under Article 5 of the Credit Agreement) to mean Lenders holding more than 66⅔% of the outstanding Advances (or of the Commitments, if no Advances are then outstanding);

provided that in any case, (i) so long as DBAG together with any of its Affiliates holds any portion of the Advances or Commitments, as applicable, any determination to be made by the “Majority Lenders” must include DBAG or such Affiliate and (ii) so long as The Bank of Nova Scotia together with any of its Affiliates holds any portion of the Advances or Commitments, as applicable, any determination to be made by the “Majority Lenders” must include The Bank of Nova Scotia or such Affiliate

~~“Market Disruption Event” means the occurrence of either of the following events:~~

- ~~(a) — at or about 12:00 noon (New York time) on the Banking Day immediately prior to the first day of an upcoming Interest Period, the CDOR Rate cannot be determined; or~~
- ~~(b) — before the close of business (New York time) on the Banking Day immediately prior to the first day of the upcoming Interest Period, any Lender or Lenders holding in the aggregate at least 33.33% of the Commitments under the Term Facility, have notified the Administrative Agent and the Borrowers that the cost to such Lender or Lenders of making or maintaining an Advance would be in excess of the CDOR Rate for such Advance.~~

“**Master Reserve Account**” has the meaning specified in Section 8.11.

“**Material Adverse Effect**” means any event or occurrence of whatever nature that could reasonably be expected to result in a material adverse effect on:

- (a) the ability of an Obligor to pay or perform or comply with any of the material obligations under the Financing Documents or the Material Project Agreements when considered relative to the overall performance at a Portfolio level;
- (b) the validity, perfection or priority of the Liens on the collateral in favour of the Collateral Agent for the benefit of the Secured Creditors or the value of the collateral (other than a change in value of the collateral as a result of a change in market conditions and, with respect to priority of the Liens, subject to Permitted Liens that, pursuant to Applicable Law, are entitled to a higher priority than the lien of the Collateral Agent or Lenders);
- (c) the ability of the Collateral Agent, the Administrative Agent, each Account Bank, any Lender or Hedge Bank to enforce their respective rights and remedies under any of the Financing Documents or any related document, instrument or agreement;
- (d) the validity or enforceability of any of the Financing Documents; or
- (e) the business, condition (financial or otherwise), prospects or operations of the Obligors when considered relative to the overall performance at a Portfolio level, provided that such effect shall be determined, measured or assessed without regard to any macroeconomic financial condition generally.

“**Material Agreement**” means any of the Direct Agreements that have been delivered as required under this Agreement or Material Project Agreements, or any agreement governing the

constitution or management of a Borrower, and any other agreement, contract or document which is material to the Project or to the business, operations or financial condition of a Borrower, the breach, non-performance or cancellation of which or the failure of which to renew would have a Material Adverse Effect and which cannot promptly be replaced by all alternative comparable contracts with comparable commercial terms, and “**Material Agreements**” means all of such agreements.

“**Material Project Agreement**” means any of the MSA Agreements, the PPAs, the Connection Agreements, the Leases, the First Nation Loan Documents, the First Nation Partnership Agreements, the Community Loan Documents, the Community Partnership Agreements, the Municipal Loan Documents, the Municipal Partnership Agreements, the Public Sector Loan Documents, the Public Sector Partnership Agreements, the Assignment Agreements, the Additional Material Project Agreements and any agreement that relates to the acquisition of one or more Projects or Project Subsidiaries by a Borrower or an Obligor, in each case to which the Borrower, a Project Subsidiary or another Obligor is party, and “Material Project Agreements” means all of such agreements. An agreement shall cease to be a Material Project Agreement when the counterparty thereto has performed or discharged all or substantially all of its obligations thereunder including, for greater certainty, any ongoing indemnity obligations.

“**Maturity Date**” means the Term Facility Maturity Date in the case of the Term Facility and the L/C Facility Maturity Date in the case of the L/C Facility.

“**MicroFIT Event Payment Account**” has the meaning specified in Section 8.11(a)(iii).

“**MicroFIT Overconcentration Event**” means that the aggregate amount of Advances made with respect to MicroFIT Projects equals or exceeds: (i) 35% of the total Commitment, and/or (ii) 50% of the aggregate amount of all Advances made under the Facilities.

“**MicroFIT Portfolio**” means, as of any date, the aggregate of all MicroFIT Projects that have been funded under a Facility, excluding Released Projects.

“**MicroFIT Project**” means a Project that meets the eligibility requirements prescribed by the IESO with respect to the MicroFIT Program.

“**Minimum Required Domestic Content Level**” has the meaning given in the PPAs.

“**Moody’s**” means Moody’s Investors Service, Inc. or any successor thereto.

“**MSA Agreement**” means any management services agreements between an Obligor and MSA Contractor, as applicable.

“**MSA Contractor**” means Grasshopper Solar Corporation, and its permitted successors and assigns.

“**MSA Direct Agreements**” means the Direct Agreements between the Collateral Agent, the applicable Obligor and the MSA Contractor.

“**Municipal GP Holdco**” means each of the Persons specified in Appendix A as a Municipal GP Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Municipal GP Holdco Pledge Agreements” has the meaning specified in Section 9.1(n).

“Municipal Holdco” means each of the Persons specified in Appendix A as a Municipal Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Municipal Holdco Pledge Agreements” has the meaning specified in Section 9.1(o).

“Municipal Loan Documents” means the Project Subsidiary Loan Agreement between each Municipal Project Subsidiary and a Borrower, a general security agreement entered into by each Municipal Project Subsidiary, and, if required by the Lenders, a Lender Direct Agreement in respect of the applicable Municipal MSA Agreements.

“Municipal MSA Agreements” means the agreements between the Municipal Project Subsidiaries and the MSA Contractor relating to the management, operation, maintenance, use, occupancy and upkeep of the Municipal Participation Projects and any replacement agreements as contemplated by Section 10.1(n).

“Municipal or Public Sector Entity Participation Level” with respect to any Municipal Participation Project or a Public Sector Entity Participation Project, has the meaning specified in the PPA applicable to such Municipal Participation Project or Public Sector Entity Participation Project, as applicable.

“Municipal Participation Project” has the meaning specified in the PPA applicable to such Municipal Participation Project.

“Municipal Partnership Agreement” means a limited partnership agreement which governs a Municipal Project Subsidiary and its business and affairs.

“Municipal Portfolio” means, as of any date, the aggregate of all Municipal Participation Projects excluding Released Projects.

“Municipal Project Subsidiary” means each of the Persons specified in Appendix A as a Municipal Project Subsidiary and its successors and permitted assigns, in respect of which all of the Project Subsidiary Eligibility Conditions have been satisfied, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Municipal Shareholder Agreement” means a shareholder agreement which governs a Municipal Project Subsidiary and its business and affairs.

“Non-priority Equity Partner Distributions” means the following payments upon becoming due and payable:

- (a) with respect each Community Project Subsidiary, the residual amounts required to be paid by it to the related Community Holdco pursuant to the applicable Community Loan Documents and the Community Partnership Agreements, as applicable, after payment of any applicable Priority Equity Partner Distributions to such Community Holdco;
- (b) with respect to each First Nation Project Subsidiary, the residual amounts required to be paid by it to the related First Nation Holdco pursuant to the applicable First Nations Loan Documents and First Nation Partnership Agreements or, as applicable, after

payment of any applicable Priority Equity Partner Distributions to such First Nation Holdco;

- (c) with respect each Municipal Project Subsidiary, the residual amounts required to be paid by it to the related Municipal Holdco pursuant to the applicable Municipal Loan Documents and the Municipal Partnership Agreements, as applicable, after payment of any applicable Priority Equity Partner Distributions to such Municipal Holdco; and
- (d) with respect each Public Sector Project Subsidiary, the residual amounts required to be paid by it to the related Public Sector Holdco pursuant to the applicable Public Sector Loan Documents and the Public Sector Partnership Agreements, as applicable, after payment of any applicable Priority Equity Partner Distributions to such Public Sector Holdco.

“**Notice of Amount**” has the meaning specified in Section 4.1~~(e)~~.

“**Obligations**” means, with respect to an Obligor, all of that Obligor’s present and future debts, liabilities and obligations of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency and whether as principal debtor, guarantor, surety or otherwise, including any interest that accrues thereon or would accrue thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization whether or not allowed or allowable as a claim in any such case, proceeding or other action) to the Secured Creditors, or any one or more of them, under, in connection with, relating to or with respect to each of the Financing Documents, and any unpaid balance thereunder and includes any Hedge Arrangement.

“**Obligors**” means the Borrower GPs, the Borrowers, the Project GPs, the Project Subsidiaries and the Project Subsidiary Holdcos, and “**Obligor**” means any one of them.

“**OEB**” means the Ontario Energy Board or its successor.

“**OFAC**” means The Office of Foreign Assets Control of the US Department of the Treasury that administers and enforces US economic sanctions programs.

“**OFAC Lists**” has the meaning specified in Section 6.1(jj)(i).

“**Officer’s Certificate**” means a certificate signed by a Senior Officer of an Obligor.

“**Operating Expenses**” means both Borrower Operating Expenses and Project Subsidiary Operating Expenses.

“**Original Credit Agreement**” has the meaning specified in the recitals.

“**Original Project Budget**” means the Project Budget reflected in the Financial Model delivered to the Administrative Agent on the Second Restatement Date.

“**Pension Plan**” means any plan, program, agreement or arrangement for the purpose of any Applicable Law relating to pension or pension benefits or under the Tax Act (whether or not required under Applicable Law) that is maintained or contributed to or to which there is or may be an obligation to contribute by a Borrower in respect of its employees or former employees.

“Permitted Community Disposition” means the sale by the applicable Community Holdco to the applicable Community Project Subsidiary of its 15% interest in the following Community Projects: Fit Contract F-003908-SPV-211-508 (140-150 McLevin Ave.) and F-003904-SPV-211-508 (120 McLevin).

“Permitted Debt” means:

- (a) Debt hereunder or under any other Financing Document;
- (b) Debt existing on the date hereof and set forth in Schedule 6.1(i);
- (c) trade accounts due and payable within 60 days and considered unsecured obligations incurred in the ordinary course of business (but excluding Debt for borrowed money);
- (d) Purchase Money Obligations, to the extent of the maximum amount permitted by sub-paragraph (a) of the definition of “Permitted Lien” below;
- (e) Permitted Intercompany Debt; and
- (f) Debt consented to in writing by the Majority Lenders from time to time.

“Permitted Intercompany Debt” means the Project Subsidiary Loans and Sponsor Subordinated Debt.

“Permitted Investments” means, in relation to the Eligible Investment Accounts:

- (a) marketable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of Canada (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the Government of Canada), in each case maturing within one year from the date of acquisition thereof;
- (b) investments in certificates of deposit, bankers’ acceptances, commercial paper and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any Schedule I Canadian bank having, at such date of acquisition, a credit rating on its long-term unsecured debt of at least “A” by S&P or “A2” by Moody’s;

“Permitted Lien” means, with respect to any Person:

- (a) Liens for Taxes, rates, assessments or other governmental charges or levies the payment of which is not yet due, or for which installments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person and in respect of which reserves have been maintained in accordance with GAAP;
- (b) undetermined or inchoate Liens, rights of distress and charges incidental to current operations which have not at such time been filed or exercised, or which relate to obligations not due or payable or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person and in respect of which reserves have been maintained in accordance with GAAP;

- (c) reservations, limitations, provisos and conditions expressed in any original grant from the Crown or other grant of real or immovable property, or interests therein, which will not individually, in the aggregate or in combination with the Permitted Liens referred to in clauses (d) and (e) of this definition materially affect the use of the affected land for the purpose for which it is used by that Person;
- (d) licences, permits, reservations, covenants, servitudes, easements, rights-of-way and rights in the nature of easements (including, without limiting the generality of the foregoing, licences, easements, rights-of-way and rights in the nature of easements for sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) and zoning, land use and building restrictions, by-laws, regulations and ordinances of federal, provincial, regional, state, municipal and other governmental authorities, which will not individually or in combination with the Permitted Liens referred to in clauses (c) and (e) of this definition materially impair the use of the affected land for the purpose for which it is used by that Person;
- (e) title defects, encroachments or irregularities which are of a minor nature and which in the aggregate will not individually or in combination with the Permitted Liens referred to in clauses (c) and (d) of this definition materially impair the use of the affected property for the purpose for which it is used by that Person;
- (f) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired by that Person or by any statutory provision to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;
- (g) the Liens resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, unemployment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;
- (h) Liens given to a public utility or any Governmental Authority when required by such utility or Governmental Authority in connection with the operations of that Person in the ordinary course of its business;
- (i) the Liens created by a judgment of a court of competent jurisdiction so long as the judgment is being contested diligently and in good faith by appropriate proceedings by that Person and adequate security satisfactory to the Administrative Agent has been posted in favour of the Collateral Agent for the payment of such judgment and all related costs and for the discharge of such Liens, provided that such Liens or judgment do not result in a Default or Event of Default;
- (j) the Liens created by the Security Documents;
- (k) Purchase Money Security Interests provided that the aggregate Purchase Money Obligations or indebtedness or other obligations secured by all Purchase Money Security Interests shall not exceed \$500,000 at any time;

- (l) subdivision agreements, site plan control agreements, development agreements, facilities sharing agreements, cost sharing agreements and other similar agreements which do not materially impair the use of the real property subject thereto for the purpose for which it is used by that Person;
- (m) the rights of any tenant, occupant or licensee under any lease, occupancy agreement or licence which do not materially impair the use of the real property subject thereto for the purpose for which it is used by that Person;
- (n) the Liens registered against title or leasehold interests in respect of the Properties as of the date hereof and set forth in Schedule 6.1(y);
- (o) Liens or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; provided, however, that such Liens or covenants do not materially and adversely affect the use of the affected property for the purpose for which it is used by that Person;
- (p) statutory Liens incurred or pledges or deposits made in favour of a Governmental Authority to secure the performance of obligations of any Person under Environmental Laws to which any assets of such Person are subject, provided that no Default or Event of Default shall have occurred and be continuing;
- (q) any and all Liens or title defects that do not materially and adversely interfere with the ordinary conduct of business of any affected Person and that may be insured against pursuant to one or more title insurance policies readily available from nationally recognized insurance companies;
- (r) Liens granted to a Borrower by Project Subsidiaries to secure obligations under Project Subsidiary Loans, but only to the extent those Liens and obligations are subject to the subordination provisions specified in Section 9.4; and
- (s) any extension, renewal or replacement of any Permitted Lien referred to in clauses (j), (l), (n) and (o) of this definition.

“Permitted Transfer” means: (a) a Transfer in respect of which the proposed assignee is an Acceptable Counterparty, (b) it is a Transfer to which the Lenders have each given their prior written consent, which consent may be withheld by the Lenders’ in their unfettered discretion, and (c) the Transfer does not breach the PPA. Notwithstanding anything in this definition or elsewhere in this Agreement, under no circumstances may the Obligor Transfer any voting, economic, ownership or other beneficial interest in the Equity Securities of any Project Subsidiary.

“Person” means an individual, body corporate with or without share capital, partnership, limited partnership, joint venture, unincorporated association, syndicate, sole proprietorship, trust, pension fund, union, Governmental Authority and the heirs, beneficiaries, executors, legal personal representatives and administrators of an individual.

“Petty Cash Account” has the meaning specified in Section 8.8.

“Plans and Specifications” means the plans and specifications for the construction and design of the Projects or any other contract or subcontract for the construction of the Projects, all work

drawings, engineering and construction schedules, project schedules, project monitoring systems, specifications status lists, material and procurement ledgers, drawings and drawing lists, manpower allocation documents, management and project procedures documents, and project design criteria, as the same may be amended to the extent permitted by this Agreement.

“Pledge Agreements” means, collectively, the Sponsor Pledge Agreement, the Community Holdco Pledge Agreements, the Community GP Holdco Pledge Agreements, the First Nation Holdco Pledge Agreements, the First Nation GP Holdco Pledge Agreements, the Municipal Holdco Pledge Agreements, the Municipal GP Holdco Pledge Agreements, the Public Sector Holdco Pledge Agreements, the Public Sector GP Holdco Pledge Agreements, the Borrower GSA, the Holdco Pledge Agreement and the general security agreements delivered pursuant to Section 9.1(b) (to the extent the grantors under such general security agreements own Equity Securities from time to time), and **“Pledge Agreement”** means any of them.

“Pledgor” means any Person that has delivered a pledge agreement pursuant to Section 9.1.

“Portfolio” means collectively, all of the Projects excluding any Released Projects.

“PPAs” mean, collectively, the Feed-In Tariff Contracts for each Project and **“PPA”** means any one of them.

“PPSA” means the *Personal Property Security Act* (Ontario).

“Prime Rate” means, on any day, the variable nominal interest rate equal on such day to the percentage rate per annum determined by the Administrative Agent to be the greatest of (i) zero percent (0%), (ii) the rate of interest which The Bank of Nova Scotia establishes at that time as the reference rate of interest for determination of the interest rates it will charge for loans made in Canadian Dollars in Canada and which it refers to as its prime rate (or its equivalent or analogous such rate) or (iii) the sum of (A) ~~the yearly rate of~~ Adjusted Term CORRA for an interest to which period of one-month CDOR is equivalent in effect from time to time plus (B) one percent (1.0%) per annum.

“Prime Rate Loan” means a loan made by one or more of the Lenders to a Borrower in Canadian Dollars on which interest is payable at the Prime Rate plus the Applicable Margin.

“Priority Equity Partner Distributions” means the following payments upon becoming due and payable:

- (a) with respect each Community Project Subsidiary, the amounts required to be paid by it to the related Community Holdco pursuant to the applicable Community Loan Documents and the Community Partnership Agreements in priority to any other amounts distributable to the Applicable Borrower or related Project Subsidiary Holdco;
- (b) with respect to each First Nation Project Subsidiary, the amounts required to be paid by it to the related First Nation Holdco pursuant to the applicable First Nations Loan Documents and First Nation Partnership Agreement in priority to any other amounts distributable to the Applicable Borrower or related Project Subsidiary Holdco;
- (c) with respect each Municipal Project Subsidiary, the amounts required to be paid by it to the related Municipal Holdco pursuant to the applicable Municipal Loan Documents and

the Municipal Partnership Agreements in priority to any other amounts distributable to the Applicable Borrower or related Project Subsidiary Holdco; and

- (d) with respect each Public Sector Project Subsidiary, the amounts required to be paid by it to the related Public Sector Holdco pursuant to the applicable Public Sector Loan Documents and the Public Sector Partnership Agreements in priority to any other amounts distributable to the Applicable Borrower or related Project Subsidiary Holdco.

“Projects” means the solar rooftop or ground-mounted power facilities acquired or constructed for the purpose of generating and selling power to the IESO pursuant to the PPAs as listed on Schedule 2 (as such schedule may be amended, supplemented, restated or modified from time to time with the prior written consent of the Majority Lenders) and **“Project”** means any of them.

“Project Agreements” means, collectively, all or any of the material agreements relating to the Projects from time to time, including the PPAs, the MSA Agreements, the Direct Agreements, the Connection Agreements, the Independent Engineer Agreements, the Leases, and any other concession agreement, lease agreement, design or construction agreement, engineering agreement, procurement agreement, maintenance agreement, management agreement, operating agreement, or other agreement directly related to the design, construction, ownership, operation, connection, occupancy, use, maintenance and upkeep of the Project that is material to the Project and, in each case, any amendment, restatement or supplement thereto, and **“Project Agreement”** means any one of them.

“Project Approvals” means, collectively, all approvals, certificates of approval, authorizations, certificates of authorization, consents, permits, licences and registrations to be obtained from or issued by any Governmental Authority with respect to, or which are necessary for, the design, construction, ownership, operation, connection, occupancy, use, maintenance, and upkeep of the Projects and the sale of electricity under the PPAs, and **“Project Approval”** means any one of them.

“Project Budget” means, with respect to the Portfolio, each Project Subsidiary and each Project, a one-year quarterly operating budget for each such Project on an individual and aggregate basis, in each case substantially in the form delivered to the Administrative Agent at or prior to the Second Restatement Date, as updated and replaced from time to time subject to, and in accordance with, the terms and conditions of this Agreement.

“Project GP” means the general partner of each Project Subsidiary that is a limited partnership and **“Project GPs”** means all of them.

“Project Holdco LPs” means each limited partner of a Project Subsidiary.

“Project Partnership Agreements” means the First Nation Partnership Agreements, and the Community Partnership Agreements, the Municipal Partnership Agreements and the Public Sector Partnership Agreements.

“Project Revenues” has the meaning set forth in Section 8.6(b)(ii).

“Project Shareholder Agreements” means the First Nation Shareholder Agreements, and the Community Shareholder Agreements, the Municipal Shareholder Agreements and the Public Sector Shareholder Agreements.

“Project Subsidiaries” means the subsidiaries of the Borrowers that own Projects, and **“Project Subsidiary”** means any one of them.

“Project Subsidiary Advance” means an advance made by a Borrower to a Project Subsidiary under a Project Subsidiary Loan Agreement.

“Project Subsidiary Holdco” means each of the Persons specified in Appendix A as a Project Subsidiary Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Project Subsidiary Loan” means, in relation to a Project Subsidiary Loan Agreement, the aggregate amount of Project Subsidiary Advances outstanding from time to time thereunder.

“Project Subsidiary Loan Agreements” means the loan agreements, substantially in the form attached hereto as Schedule 3 or other form as used by the Borrowers and approved by the Administrative Agent (at the direction of the Majority Lenders), entered into between a Borrower and one or more Project Subsidiaries pursuant to which advances drawn by the Borrowers under the facilities provided in the Original Credit Agreement were-lended to the Project Subsidiaries for purposes of funding the original construction costs related to Projects.

“Project Subsidiary MAE” means, with respect to a Project Subsidiary, any event or occurrence of whatever nature that could reasonably be expected to result in a material adverse effect on:

- (a) the ability of that Project Subsidiary to pay or perform or comply with any of the material obligations under the Financing Documents or the Material Project Agreements to which it is a party; or
- (b) the business, condition (financial or otherwise), prospects or operations of that Project Subsidiary, provided that such effect shall be determined, measured or assessed without regard to any macroeconomic financial condition generally.

“Project Subsidiary Operating Expenses” means, in relation to a Project Subsidiary and for any period, the costs incurred by such Project Subsidiaries in operating and maintaining the each of its Projects during such period, provided, however, that Project Subsidiary Operating Expenses shall not include:

- (a) Borrower Operating Expenses;
- (b) ordinary course debt service payments in connection with Permitted Intercompany Debt;
- (c) major maintenance expenses paid for with amounts drawn from such Project Subsidiary’s Major Maintenance Reserve Account;
- (d) any allowance for amortization, depreciation or obsolescence of the Assets owned or used by such Project Subsidiary in connection with any of its Projects;
- (e) any extraordinary items arising from the early extinguishment of Debt;
- (f) any losses from the sale, abandonment, reclassification, re-evaluation or other disposition of any Assets of such Project Subsidiary provided that the net proceeds therefrom are applied in accordance with the provisions of this Agreement;

- (g) *Intentionally Deleted*;
- (h) Capital Expenditures;
- (i) the amount of any fees or expenses payable to a Borrower in connection with any Permitted Intercompany Debt which are not included in subparagraph (b) above; and
- (j) unused reserves in respect of items referred to in clauses (a) to (i) of this definition.

“Project Subsidiary Revenue Account” has the meaning specified in Section 8.4.

“Properties” means, with respect to a Project, the applicable real properties municipally and legally described in Schedule 6.1(s) and **“Property”** means any one of them.

“Property Owners” has the meaning specified in the applicable PPA.

“Prudent Utility Practices” means the practices, methods, and acts that are consistent with “Good Engineering and Operating Practices” and/or any similar terms as defined and/or set out in each of the PPAs.

“Public Sector Entity Participation Project” has the meaning specified in the PPA applicable to such Public Sector Entity Participation Project.

“Public Sector GP Holdco” means each of the Persons specified in Appendix A as a Public Sector GP Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Public Sector GP Holdco Pledge Agreements” has the meaning specified in Section 9.1(r).

“Public Sector Holdco” means each of the Persons specified in Appendix A as a Public Sector Holdco and its successors and permitted assigns, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Public Sector Holdco Pledge Agreements” has the meaning specified in Section 9.1(q).

“Public Sector Loan Documents” means the Project Subsidiary Loan Agreement between each Public Sector Project Subsidiary and a Borrower, a general security agreement entered into by each Public Sector Project Subsidiary, and, if required by the Lenders, a Lender Direct Agreement in respect of the applicable Public Sector MSA Agreements.

“Public Sector MSA Agreements” means the agreements between the Public Sector Project Subsidiaries and the MSA Contractor relating to the management, operation, maintenance, use, occupancy and upkeep of the Public Sector Entity Participation Projects and any replacement agreements as contemplated by Section 10.1(n).

“Public Sector Partnership Agreement” means a limited partnership agreement which governs a Public Sector Project Subsidiary and its business and affairs.

“Public Sector Portfolio” means, as of any date, the aggregate of all Public Sector Entity Participation Projects excluding Released Projects.

“Public Sector Project Subsidiary” means each of the Persons specified in Appendix A as a Public Sector Project Subsidiary and its successors and permitted assigns, in respect of which all of the Project Subsidiary Eligibility Conditions have been satisfied, as updated from time to time as agreed in writing by a Borrower and Technical Agent.

“Public Sector Shareholder Agreement” means a shareholder agreement which governs a Public Sector Project Subsidiary and its business and affairs.

“Purchase Money Obligations” means all obligations of any Person (a) consisting of the deferred purchase price of any property, conditional sale obligation, obligations under any kind of title retention agreement (but excluding trade accounts payable arising in the ordinary course of business) and other purchase money obligation, in each case where the maturity of such obligations does not exceed the anticipated useful life of the property being acquired and was incurred at the time of the acquisition of such property to finance the purchase price for the acquisition of such property, including any cost of installation and expenditures made for any repairs or alterations or improvements performed thereon or added thereto within a period of six months after the acquisition thereof, and (b) lease and leasing agreements that are capitalized on the balance sheet of the lessee of the leased property; provided, however, that any Lien arising in connection with any Purchase Money Obligations shall be limited to the specified asset being leased, or acquired, including additions and improvements thereto.

“Purchase Money Security Interest” means any Lien on a property or asset created, issued or assumed to secure the Purchase Money Obligation in respect of such property or asset and includes any extension, renewal or refunding thereof so long as the principal amount outstanding on the date of such extension, renewal or refunding is not increased; provided, however, that such encumbrance does not exceed the Purchase Money Obligation and is limited to the property acquired in connection with the assumption, issuance or incurring of such Purchase Money Obligation and is created, issued or assumed concurrently with the acquisition of such property.

“Qualified MSA Contractor” means a Person that has (i) experience directly operating not less than 100 MW of solar photovoltaic power assets in the U.S. or Canada (with at least (a) 10 MW of such assets consisting of residential solar installations and (b) 25 MW of such assets located in Canada); (ii) all applicable licenses and certifications (including Master Electrician, 309A, NABCEP PV installer, Working at Heights, etc.), (iii) knowledge of National Electrical Code, and (iv) certification/training for the use of applicable industry-specific tools/equipment.

“Qualified Transferee” means a Person that (a) is an Acceptable Counterparty; (b) (i) if rated, has a long term credit rating of not less than BBB/Baa2 (S&P/Moody’s); or (ii) if it is not rated, (x) has a minimum Tangible Net Worth of at least \$100,000,000 or (y) is a private equity fund or another investment vehicle and the Majority Lenders are satisfied based on documentary evidence provided to it that such private equity fund has minimum funding commitments (drawn or undrawn) from its investors or minimum assets under management of at least \$500,000,000; and (c) has experience, or, if it is a private equity fund that satisfies the criteria in (b)(ii), has access to experience through a management services agreement (or similar agreement reasonably acceptable to the Majority Lenders), in directly or indirectly owning or operating not less than 100 MW of solar photovoltaic power assets in the U.S. or Canada (with at least 10 MW of such assets consisting of residential solar installations) during the three calendar years prior to the date of the proposed transfer. For purposes of the foregoing clause (c), Grasshopper Solar Corporation will be considered to meet the criteria specified therein so long as its management services

agreement in relation to the Obligors is substantially similar to the form thereof entered into at the Closing Date, or otherwise acceptable to the Technical Agent.

“Qualifying Members” means, on a Project specific basis in relation to each of the Community Projects, Co-op Members for such Project that are Property Owners.

“Quarterly Insurance Payment Amount” means all amounts in respect of policies of insurance that are or will become due and payable prior to the next Quarterly Payment Date.

“Quarterly Lease Payment Amount” means all amounts in respect of Leases that are or will become due and payable prior to the next Quarterly Payment Date.

“Quarterly Payment Date” means the last Banking Day of March, June, September and December of each year, and shall be deemed to include the Maturity Date.

“Rateable Portion”, with respect to any Lender, means, at any time, the ratio, expressed as a decimal fraction, of: (a) in relation to the Term Facility, such Lender’s Commitment at such time to the aggregate of the Commitments of all of the Lenders and (b) in relation to the L/C Facility, the Issuing Lender’s Commitment at such time to the aggregate of the Commitments of the Issuing Lender.

“Register” has the meaning specified in Section 13.13(c).

“Related Products” in respect of a Project has the meaning given to such term in the relevant PPA.

“Release” when used as a verb, means release, spill, leak, emit, deposit, discharge, or disposal of a Hazardous Substance into the environment, and the term **“Release”** when used as a noun has a correlative meaning.

“Release Date” has the meaning specified in Section 5.5(c).

“Released Project” means (i) any Designated Project following the Designated Project Disposition by a Borrower in respect thereof has become effective pursuant to Section 5.5 and (ii) any Project that is the subject of an Approved Project Disposition following the date a Borrower receives the related approval notice from the Administrative Agent (as directed by the Lenders) pursuant to Section 5.5.

“Relevant Governmental Body” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

“Resolution Authority” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“Required Community Equity Contribution” means the Capital Contributions required to be made pursuant to the applicable Community Loan Documents and the Community Partnership Agreements.

“Required Debt Service Amount” means, at any date of determination, an amount equal to one half of the scheduled Debt Service payments for the next 12-month period beginning on such date of determination.

“Required Equity Contribution” means, with respect to each Eligible Project, an amount equal to (i) the excess of (A) total budgeted Eligible Project Costs for such Eligible Project over (B) the Construction Facility Advance Limit for such Eligible Project; plus (ii) all Eligible Project Costs for such Eligible Project in excess of those contemplated by the applicable budget.

“Required First Nation Equity Contribution” means the Capital Contributions required to be made pursuant to the applicable First Nation Loan Documents and the First Nation Partnership Agreements.

“Required Hedging Program” means an interest rate hedge with an aggregate notional amount of at least 90% and not more than the lesser of 105% of the then outstanding principal amount under the Term Facility, as documented under Secured Hedge Agreements between the Borrowers and each of the Hedge Banks from time to time, as applicable.

“Required Seasonality Reserve Amount” means: (A) the requisite amount prescribed for each Fiscal Quarter under the most recent Financial Model in respect of the Applicable Projects, or (B) such other amounts as determined from time to time by the Technical Agent in consultation with the Independent Engineer.

“Restricted Payment” means, with respect to any Person, any payment by such Person (a) of any dividends or other distribution on any of its Equity Securities, (b) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any of its Equity Securities or any warrants, options or rights to acquire any such shares, or the making by such Person of any other distribution in respect of any of its Equity Securities, (c) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any Debt of such Person ranking in right of payment subordinate to any liability of such Person under the Financing Documents (including any payments in respect of Sponsor Subordinated Debt), (d) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any indebtedness of such Person to a shareholder or partner of such Person or to an Affiliate of a shareholder or partner of such Person, or (e) of any management, consulting or similar fee or any bonus payment or comparable payment, or by way of gift or other gratuity, to any Affiliate of such Person or to any partner, director or officer thereof (except as permitted pursuant to Section 7.2(j)).

“Residential Redirected Account” has the meaning specified in Section 8.5.

“Residential Trust Account” has the meaning specified in Section 8.6.

“Residential Trust Aggregation Account” has the meaning specified in Section 8.7.

“Retail Settlement Code” has the meaning given to such term in the PPAs.

“Revenue Accounts” means the accounts to be established and maintained pursuant to Section 8.4 at the Account Bank into which all Project Revenues received by each Project Subsidiary are to be deposited, which is subject to the Security Interest created pursuant to the Security Documents and **“Revenue Account”** means any one of such accounts.

“Rights of Access and Occupation” means the Leases, easements, rights of way, rights of occupation and interests in land, contracts, and other agreements each substantially in the form delivered to the Administrative Agent on or prior to the date hereof, together with such

amendments thereto as the Administrative Agent (at the direction of Lenders) may approve, acting reasonably, entitling a Borrower or the applicable Project Subsidiary for a term ending not sooner than the Term Facility Maturity Date to rights of way, rights in the nature of easements, access, possession and/or occupation of real property to and in respect of the construction, ownership, operation and maintenance of each of the Projects, including production of electricity, all in accordance with the terms of the PPAs and the Connection Agreements, including the Rights of Access and Occupation listed on Schedule 7.1(nn).

“S&P” means Standard and Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., or any successor thereto.

“Sanctions” has the meaning specified in Section 6.1(jj)(i).

“Sanctioned Country” means a country or territory that is, or whose government is, the subject of Sanctions, including, without limitation Afghanistan, Cuba, Iran, North Korea, the Crimea region, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic and Syria

“Sanctioned Persons” has the meaning specified in Section 6.1(jj)(ii).

“Seasonality Reserve Account” has the meaning given to such term in Section 8.11(a)(ii).

“Second Restatement Date” means the date on which the conditions specified in Section 5.3 have been satisfied or waived, as determined in the Lenders’ sole discretion, being June 29, 2023.

“Section 1.7 PPA Amendment” has the meaning given to such term in Section 7.1(qq)(ii).

“Secured Creditors” means the Administrative Agent, the Collateral Agent, the Lenders, each Account Bank, the Technical Agent and the Hedge Banks (including for certainty, if a Hedge Bank is not a Lender).

“Secured Hedge Agreement” means any Hedge Arrangement entered into between a Hedge Bank and the Borrowers pursuant to or in connection with the Required Hedging Program.

“Security” means the Liens created by the Security Documents.

“Security Documents” means the agreements described in Section 9.1 and any other security granted to the Collateral Agent for the benefit of the Secured Creditors as security for the obligations of the Borrowers, the Borrower GPs, the Project Subsidiaries, the Project GPs, the Project Holdco LPs, the Project Subsidiary Holdcos or Sponsor under this Agreement and the other Financing Documents, including the Security Documents.

“Security Interest” has the meaning given to the term “security interest” in the PPSA.

“Senior Officer” means, in respect of any Person, the individual holding from time to time the position of: the president, a vice-president, a director, the chief executive officer or the chief financial officer of that Person or an individual holding positions comparable to any such position.

“SPE Covenants” means the following covenants:

- (a) each of the Project Subsidiaries and Project Holdco LPs will conduct its business solely in its own name and in a manner separate from any other Person so as not to mislead others with whom it is dealing;
- (b) each of the Project Subsidiaries and Project Holdco LPs will maintain its own books of account and business records separate from those of any other Person, including separate financial statements;
- (c) each of the Project Subsidiaries and Project Holdco LPs will maintain its own bank accounts, separate from any other Person;
- (d) any allocations of direct, indirect or overhead expenses for items shared between any Project Subsidiary or Project Holdco LP (together with its Project GP on its behalf, if applicable) and Sponsor will be made to the extent practical on the basis of actual use or value of services rendered and otherwise on a basis reasonably related to actual use or the value of services rendered;
- (e) each of the Project Subsidiaries and Project Holdco LPs (together with its Project GP on its behalf, if applicable) and Sponsor will pay its own operating expenses and liabilities from its own funds;
- (f) Sponsor will not encourage their respective creditors to look for payment from any of the Project Subsidiaries, Project Holdco LPs or Project GPs;
- (g) each Project Subsidiary will maintain its assets in such a manner that it is not costly or difficult to segregate, ascertain or otherwise identify its individual assets from or against those of Sponsor or any other Person;
- (h) none of the Project Subsidiaries nor Project Holdco LPs will commingle or pool its assets, funds, liabilities or business functions with those of Sponsor or any other Person, other than the Borrowers;
- (i) none of the Project Subsidiaries nor Project Holdco LPs will hold itself out to be responsible for the obligations of Sponsor, and each of the Project Subsidiaries, the Project Holdco LPs, the Project GPs, and Sponsor will correct any misunderstanding about these matters known to it;
- (j) none of the Project Subsidiaries, the Project Holdco LPs, the Project GPs nor Sponsor will remove or conceal from its creditors or any other interested party any of its assets nor participate in removing or concealing the assets of others; and
- (k) each of the Project Subsidiaries, the Project Holdco LPs, the Project GPs, and Sponsor will observe all partnership and corporate procedures and formalities, including without limitation, the holding of meetings, the recording and maintenance of minutes of such meetings and the recording of and maintenance of resolutions adopted at such meetings.

“**Sponsor**” means GSC Solar Fund I Inc. and its successors and permitted assigns.

“**Sponsor Pledge Agreement**” has the meaning specified in Section 9.1(l).

“Sponsor Subordinated Debt” means Debt owing by an Obligor to Sponsor which is in each case subject to a Subordination Agreement.

“Springing Account” means a Collateral Account subject to an Accounts Agreement (With Trigger).

“STA” means the *Securities Transfer Act, 2006* (Ontario) and any successor legislation.

“Subordination Agreement” means a postponement and subordination agreement among the Collateral Agent, a Borrower and another Person providing for (a) the postponement and subordination in favour of the Collateral Agent for the benefit of the Secured Creditors of all amounts owing to such Person by the Borrower on terms satisfactory to the Secured Creditors, and (b) the subordination in favour of the Security Interest of any Lien granted to such Person.

“Subsidiary” means, at any time, as to any Person, any corporation, company or other Person (other than a natural person), (a) if at such time the first mentioned Person owns, directly or indirectly, Equity Securities in such corporation, company or other Person having ordinary voting power to elect a majority of the board of directors or Persons performing similar functions for such corporation, company or other Person or (b) such corporation, company or other Person is Controlled by the first mentioned Person.

“Substitute Lenders” has the meaning specified in Section 11.17.

“Successor Administrative Agent” has the meaning specified in Section 11.11.

“Successor Collateral Agent” has the meaning specified in Section 11.12.

“Successor Technical Agent” has the meaning specified in Section 11.13.

“Supplier Event of Default” with respect to a Project has the meaning given to such term in the relevant PPA.

“Supply Requirements” means (1) Any supplier of solar modules, Inverters or trackers for the Project is an Approved Supplier or (2) if a supplier of solar modules, Inverters or trackers for the Project is a Controlled Supplier, the use of such solar modules, Inverters or trackers does not exceed the applicable Controlled Supplier Cap.

“Synthetic Lease” means (a) a so-called synthetic, off-balance sheet or tax retention lease, or (b) an agreement for the use or possession of property creating obligations that do not appear on the balance sheet of such Person but which, upon the insolvency or bankruptcy of such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

“Tangible Net Worth” means, in respect of a particular Person at any date of determination, the shareholders’ equity of that Person on a consolidated basis less amounts shown on that Person’s consolidated balance sheet in respect of goodwill and other intangible assets.

“Target Qualifying Membership” means, in relation to each of the Community Projects, the lesser of (i) 150 Qualifying Members or (ii) the number of 95% of the number of Qualifying Members existing on the date such Community Project became a Portfolio Project provided such number shall not be less than the minimum number of Qualifying Members required by the PPA

plus an additional 10 Qualifying Members (but only an additional five Qualifying Members in the case of the LDREC Project).

“**Tax Act**” means the *Income Tax Act* (Canada) and any successor legislation.

“**Taxes**” includes all present and future income, corporation, capital gains, capital, value-added, harmonized sales taxes, goods and services taxes, stamp taxes, social security premiums and other taxes and levies, imposts, deductions, duties, charges and withholdings whatsoever imposed by any Governmental Authority, together with interest thereon and penalties with respect thereto, if any, and charges, fees and other amounts made on or in respect thereof.

“**Technical Agent**” means Deutsche Bank Securities Inc., in its capacity as technical agent.

“**Term CORRA Adjustment**” means a percentage equal to 0.32138% per annum (32.138 basis points).

“**Term CORRA Administrator**” means Candean Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

“**Term CORRA**” means, for any calculation with respect to a Term CORRA Advance, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term CORRA Determination Day”) that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day.

“**Term CORRA Advance**” means a loan made by the Lenders to a Borrower in Canadian Dollars on which interest is payable at Adjusted Term CORRA plus the Applicable Margin.

“**Term CORRA Reference Rate**” means the forward-looking term rate based on CORRA.

“**Term Facility**” means the non-revolving credit facility provided by the Lenders to the Borrowers, in a maximum principal amount not to exceed at any time \$154,675,463.48.

“**Term Facility Maturity Date**” means the second anniversary of the Second Restatement Date.

“**Term Loan**” means the Advance made and outstanding under the Term Facility.

“**Term Loan Period**” means, in relation to the Term Loan, the period beginning on the Second Restatement Date and ending on the Term Facility Maturity Date.

“**Terrorism Order**” has the meaning specified in Section 6.1(jj)(v).

“Transfer” and its derivative forms means, in respect of any Person, any transaction whereby an ownership interest in such Person, whether legal or beneficial, is created, issued, sold, granted, set over, conveyed, leased, assigned, exchanged, transferred, disposed of, given, devised, bequeathed or otherwise similarly dealt with, voluntarily or involuntarily, directly or indirectly, in a single transaction or a series of transactions, by operation of law or otherwise, including vesting by way of merger, consolidation or amalgamation or foreclosure or taking in satisfaction of any debt, or any transfer or assignment of any right, title or interest in such property by operation of Bankruptcy Law or creditor remedies including vesting by way of any judicial order, judgment or decree made pursuant to Bankruptcy Law.

“Transferee” has the meaning specified in Section 13.13(a).

“Triggering Key-Man Event” means in relation to Grasshopper Solar Corporation, Sponsor or Holdco, a Key-man Event occurs with respect to (A) Azeem Qureshi plus (B) any one of the following individuals: Himanshu Sarin or Jonathan Persaud where any such person or persons have not been replaced by a qualified individual capable of being an adequate replacement for Grasshopper Solar Corporation, the Sponsor or Holdco, as applicable, approved in writing by the Majority Lender, acting reasonably. In the event of such substitution then this definition shall be read from thence forward with the name of such replacement individual in the place and stead of the person so replaced.

“UK Financial Institution” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“UK Resolution Authority” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Upfront Fee Letters” means (i) the letter agreement dated as of the Second Restatement Date between Grasshopper Solar Corporation and Deutsche Bank AG, Canada Branch in respect of the upfront fee set out therein and (ii) the letter agreement dated as of the Second Restatement Date between Grasshopper Solar Corporation and The Bank of Nova Scotia in respect of the upfront fee set out therein.

“Waterfall Date” means a Quarterly Payment Date.

“Write-Down and Conversion Powers” means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or

to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

1.2 Headings

The division of this Agreement into Articles and Sections and the insertion of an index and headings are for convenience of reference only and shall not affect the construction or interpretation hereof. The terms “this Agreement”, “this Credit Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section, paragraph or other portion hereof and include any agreement supplemental hereto. Save as expressly provided herein, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Extended Meanings

Words importing the singular number only shall include the plural and vice versa, and words importing any gender shall include all genders. The term “including” or any variation thereof means “including without limitation”.

1.4 References to Lender

Any reference in this Agreement to a Lender shall be construed so as to include its successors, permitted transferees or permitted assigns hereunder.

1.5 Accounting Terms and Practices

Unless otherwise provided herein, all accounting terms referred to herein shall be construed in accordance with GAAP and all financial data submitted pursuant to this Agreement shall be prepared in accordance with GAAP, consistently applied.

1.6 Non-Banking Days

Whenever any payment to be made hereunder is stated to be due or any action to be taken hereunder is stated to be required to be taken on a day other than a Banking Day, such payment shall be made or such action shall be taken on the next succeeding Banking Day and, in the case of the payment of any monetary amount, the extension of time shall be included for the purposes of computation of interest, but not included for the purposes of computation of any fees. Principal repayments shall be made on the immediately preceding Banking Day in the same month.

1.7 References to Time of Day

Except as otherwise specified herein, a time of day shall be construed as a reference to Toronto, Canada time.

1.8 Severability

In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

1.9 Currency

All monetary amounts in this Agreement refer to Canadian dollars unless otherwise specified.

1.10 References to Statutes

Except as otherwise provided herein, any reference in this Agreement to a statute shall be construed to be a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted.

1.11 References to Agreements

Except as otherwise provided herein, any reference herein to this Agreement or any other agreement or document shall be construed to be a reference to this Agreement or such other agreement or document, as the case may be, as the same may have been, or may from time to time be, amended, restated, varied, novated or supplemented.

1.12 References to Obligors

Any reference herein to the knowledge of the Obligors shall be deemed to extend to and include the knowledge of Sponsor. Any reference to a determination by a Borrower shall be deemed to extend to and include a determination by Sponsor.

1.13 Joint and Several Obligations

All obligations hereunder which are stated to be obligations of the Borrowers or any one of them or of any Applicable Borrower to the Lenders shall, to the extent permitted by Applicable Law, be joint and several obligations of the Borrowers. The obligation of either particular Borrower (hereinafter, individually in this sentence, the “first specified Borrower”) with respect to its joint and several liability for the credit extended to the other Borrower shall not be wholly or partially satisfied by such first specified Borrower repaying the credit extended to such first specified Borrower hereunder. With respect to the joint and several obligations of the Borrowers, the Lenders shall not be bound to exhaust their recourse against any particular Borrower or other Obligors or any security or guarantees it may at any time hold before being entitled to payment from either Borrower and each Borrower renounces all benefits of discussion and division.

1.14 Rates

The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its affiliates or other

related entities may engage in transactions that affect the calculation of the Prime Rate, Term CORRA, Adjusted Term CORRA, Daily Compounded CORRA, Adjusted Daily Compounded CORRA, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any other Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.15 ~~1.14~~ **Appendices and Schedules**

The following are the Appendices and Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Appendix A	– Third parties
Appendix B	– Post-Closing Covenants
Schedule 1	– Lenders and Their Commitments
Schedule 2	– List of Projects
Schedule 2.5(a)	– Repayment Schedule
Schedule ~~2.10~~ <u>2.12</u> (a)	– Form of L/C Activity Notice
Schedule ~~2.10~~ <u>2.12</u> (b)	– Form of L/C Draw Request
Schedule 3	– Form of Project Subsidiary Loan Agreement
Schedule 6	– Form of Disbursement Certificate
Schedule 5.3(b)	– Advance Request
Schedule 5.3(h)	– Insurance Requirements
Schedule 5.3(i)	– Form of Insurance Advisor Certificate
Schedule 5.5(g)	– Project Approvals
Schedule 6	– Form of Disbursement Certificate
Schedule 6.1(b)	– Organizational Structure

Schedule 6.1(i)	– Permitted Debt
Schedule 6.1(k)(i)	– Material Project Agreements
Schedule 6.1(p)	– Authorizations
Schedule 6.1(q)	– Environmental Permits
Schedule 6.1(q)(i)	– Environmental Permits
Schedule 6.1(s)	– Properties
Schedule 6.1(t)	– Leased Assets
Schedule 6.1(y)	– Permitted Liens
Schedule 6.1(z)	– Project Subsidiaries
Schedule 6.1(oo)	– Force Majeure
Schedule 7.1(nn)	– Summary of Description of Rights of Access and Occupation
Schedule 8.13(a)(viii)	– Form of Distribution Certificate
Schedule 13.13	– Form of Acceptance Agreement

ARTICLE 2

THE FACILITIES

2.1 Credit Facilities

The Lenders agree to make available to both Borrowers, on a joint and several basis, (y) the L/C Facility in an aggregate principal amount not to exceed \$9,359,670.00, and (z) the Term Facility in a maximum principal amount not to exceed \$154,675,463.48), and, in each case, on the terms and subject to the conditions set forth herein.

2.2 Lenders' Obligations

The obligations of the Lenders hereunder are several and not joint. Except as otherwise specifically provided herein, each Lender shall participate in each Advance in accordance with its Rateable Portion. In no event shall a Lender be obligated to make an Advance available under a Facility if, after making such Advance, the outstanding principal amount of that Lender's Advance under such Facility would exceed that Lender's Commitment in respect of such Facility. The failure of any Lender to make available its share of any Advance required to be made by it under this Agreement shall not relieve any other Lender of its obligations to make available its share of any Advances required to be made under this Agreement.

2.3 Purposes

- (a) **Term Facility.** The Term Facility is a non-revolving facility to be made available to the Borrowers on the Second Restatement Date by the Lenders for the purposes of repaying the Term Facility (as defined in the Original Credit Agreement) (which as of the Second Restatement Date, has an outstanding balance of \$170,401,048).
- (b) **L/C Facility.** The L/C Facility is a revolving letter of credit facility being made available to the Borrowers by the Issuing Lender solely for the purpose of securing the obligation of the Borrowers to maintain the Required Debt Service Amount pursuant to Section 8.10.

2.4 Term and Availability of Advances

- (a) **Term Facility.** The Term Facility shall be available until the Term Facility Maturity Date. Any repayment or prepayment in respect of the Term Facility shall permanently reduce the Term Facility and may not be reborrowed.
- (b) **L/C Facility.** By delivery of an L/C Activity Notice, either Borrower shall be entitled to instruct the Collateral Agent to request that the Issuing Lender issue (or, if the DSRA LC has previously been issued, re-issue, amend or renew) the DSRA LC under the L/C Facility on the terms and conditions specified in Section ~~2.10~~2.12. The anticipated amount of the initial L/C Activity Notice is \$9,359,670.00 reflecting the existing outstanding DSRA LC that has been issued. As a revolving letter of credit facility, the Collateral Agent may Draw all or any portion of the Letters of Credit issued under the L/C Facility from time to time during the Term Loan Period up to the L/C Facility Limit (as such amount may vary from time to time to reflect the then applicable Required Debt Service Amount). Such Draws will be immediately converted into L/C Loans pursuant to Section ~~2.10~~2.12(c). Any reimbursements by the Borrowers under the L/C Facility will increase the availability thereunder accordingly, up to the L/C Facility Limit.

2.5 Mandatory Repayments

- (a) **Term Facility.** Provided that the Term Facility is not prepaid or earlier accelerated in accordance with Article 10, the Applicable Borrower shall repay the principal amount of the Term Facility in quarterly installments payable on each Quarterly Payment Date in accordance with a repayment schedule attached hereto as Schedule 2.5(a) to this Agreement, and with the balance of the principal amount outstanding under the Term Facility, together with all accrued and unpaid interest and fees thereon, to be paid on the Term Facility Maturity Date.
- (b) **L/C Facility.** The L/C Loans shall be repaid in accordance with Sections ~~2.10~~2.12(c), ~~2.10~~2.12(f) and 8.15(a)(viii).
- (c) **Mandatory Prepayments.** Repayment of the principal amount of the Facilities shall be made from time to time as follows:
 - (i) In an amount equal to 100% of (A) the net proceeds (being the gross proceeds less the cost of disposition (including reasonable fees and commissions applicable thereto) and Taxes paid or payable in respect of such proceeds) of any sale, transfer or other disposition of Assets of any Obligor with a value

exceeding \$20,000 individually or in the aggregate in any such transaction (not including any proceeds from the sale of electricity and Related Products under a PPA), (B) the proceeds from condemnation of any Assets of any Obligor or the Properties and (C) the net Insurance Proceeds to the extent such proceeds are not applied by a Borrower in accordance with Section 7.1(cc)(i). All proceeds required to be applied to prepay the Term Facility shall be paid by the Applicable Borrower within five days following the later of (x) the effective date of such sale, transfer or other disposition; (y) receipt of any cash proceeds of such sale, transfer or other disposition; and (z) receipt of cash proceeds from any note or promise to pay or, in the case of receipt of any other form of consideration, an amount equal to the fair market value of such consideration on the date of receipt of such consideration;

- (ii) In an amount equal to the principal amount of all outstanding Advances together with accrued and unpaid interest thereon and any other amounts payable by the Applicable Borrower pursuant to any of the Financing Documents if the term of any of the PPAs will expire or otherwise terminate in less than three months or such shorter period as the Applicable Borrower requests and the Lenders may agree, in their discretion, acting in good faith and subject to receipt by the Lenders of a satisfactory report of the Independent Engineer;
- (iii) *Intentionally Deleted.*
- (iv) Upon the occurrence of an Adverse MicroFIT Event, the Borrowers shall make, from available amounts in the MicroFIT Event Payment Account, a permanent prepayment of the Term Facility in an amount necessary such that an Adverse MicroFIT Event is no longer in effect;
- (v) If, at any time the aggregate amount of Advances made with respect to MicroFIT Projects equals or exceeds 35% of all Advances made under the Facilities, the Borrowers shall make a permanent prepayment of the Term Facility in an amount such that the aggregate amount of outstanding Advances made in respect of MicroFIT Projects is less than 35% of all Advances made under the Facilities; and
- (vi) Promptly upon each Quarterly Payment Date, the Borrowers shall apply 100% of all cash remaining in the Borrower Revenue Account once payments have been applied for the amounts required under clauses 8.15(a)(i) through 8.15(a)(xiii) in repayment of all outstanding Advances under the Term Facility together with accrued and unpaid interest thereon and any other amounts payable by the Applicable Borrower pursuant to any of the Financing Documents (an “**Excess Cash Flow Prepayment**”). For certainty and notwithstanding anything to the contrary in this Agreement, no amounts may be deposited (or cause to be deposited) into to the Distribution Reserve Account and the Borrowers may not make any distributions (including Priority Equity Partner Distributions) until the indefeasible repayment of all outstanding Advances under the Term Facility together with accrued and unpaid interest thereon and any other amounts payable by the Applicable Borrower pursuant to any of the Financing Documents.

All amounts payable pursuant to this Section 2.5 shall be applied *pro rata* to the principal amount of all Advances outstanding under the applicable Facility or to the

scheduled repayments, as applicable. All accrued interest, accrued fees, and breakage costs to the date of such prepayment on the amount being prepaid shall be paid on the applicable prepayment date. For greater certainty, no prepayment fee, make-whole payment or penalty or premium shall be payable in respect of any prepayment of Advances outstanding under the Facilities.

- (d) **Partial Termination of Hedge Agreements.** Concurrently with any permanent prepayment made pursuant to Section 2.5(c), the Borrowers shall promptly: (i) terminate a proportional amount of the notional amounts under each Secured Hedge Agreement (ratably among the Hedge Banks) such that the aggregate of the notional amounts under all of the Secured Hedge Agreements is no greater than the lesser of (a) 110% of the then outstanding principal amount under the Term Facility and (b) the total amount of the Commitment then available under the Term Facility, and (ii) pay to the relevant Hedge Bank any close-out, termination or partial termination amounts owing by the Borrowers in connection with such termination (including any breakage costs).

2.6 Optional Prepayments

- (a) Except as set out in Section 2.6(b), the Borrowers shall be entitled to prepay all or any portion of the principal amount of Advances outstanding under the Facilities without penalty or premium (but subject to Section 12.2), together with accrued and unpaid interest thereon and any related breakage costs, only on any Banking Day, by irrevocable notice given to the Administrative Agent not later than 10:00 a.m. (New York time) on the third Banking Day prior to the relevant prepayment date. All such prepayments shall be in a minimum amount of \$500,000 and amounts in excess thereof in integral multiples of \$200,000, in connection with prepayments under the Term Facility and in a minimum amount of \$25,000 and amounts in excess thereof in integral multiples of \$25,000, in connection with prepayments under the L/C Facility. Any amount prepaid in respect of a Facility shall permanently reduce the Commitments under such Facility and may not be reborrowed. All prepayments of the Term Facility pursuant to this Section 2.6 shall be applied pro rata to the principal amount of all Advances outstanding under the applicable Facility or to the scheduled repayments, as applicable.
- (b) If a Borrower prepays any amount owing under the Term Facility in accordance with Section 2.6(a), the Borrower shall, at the time of any such prepayment or cancellation terminate a proportional amount of the Hedge Arrangement under the Secured Hedge Agreement and shall pay such amounts as may be payable thereunder in connection with such termination (including any breakage costs).
- (c) For greater certainty, no prepayment fee, make-whole payment or penalty or premium shall be payable in respect of any prepayment, whether mandatory or optional, of Advances outstanding under the Facilities.

2.7 Intentionally Deleted

2.8 Interest

- (a) Each Prime Rate Loan shall bear interest, with interest on overdue interest, in Canadian Dollars as well after as before maturity, default and judgment at a variable rate per annum equal at all times to the Prime Rate plus the Applicable Margin, such Prime Rate to be adjusted automatically without notice to the Applicable Borrower whenever there is

a variation in the Prime Rate or the Applicable Margin. Such interest shall accrue daily and shall be payable in arrears on each Quarterly Payment Date following the date of the first advance or deemed advance of the Prime Rate Loan for the period from and including such date or the preceding Quarterly Payment Date for such Prime Rate Loan, as the case may be, to and including the day preceding such Quarterly Payment Date and shall be calculated on the principal amount of the Prime Rate Loan outstanding during such period and on the basis of a 365-day year (including in a leap year). Changes in the Prime Rate shall cause an automatic and immediate adjustment of the interest rate payable on Prime Rate Loan without the necessity of any notice to the Applicable Borrower.

- (b) Interest on each ~~CDOR~~CORRA Advance shall be calculated at a rate per annum equal to the sum of ~~the CDOR Rate~~Adjusted Daily Compounded CORRA or Adjusted Term CORRA, as applicable, plus the Applicable Margin, shall accrue daily and shall be calculated on the basis of the actual number of days elapsed (including the first day of each Interest Period but excluding the last day thereof) and divided by 365. Interest on each ~~CDOR~~CORRA Advance shall be payable in Canadian Dollars in arrears on each Quarterly Payment Date.
- (c) Interest payable on each outstanding ~~CDOR~~CORRA Advance shall be calculated and compounded on the last Banking Day of each Interest Period for such ~~CDOR~~CORRA Advance, unless such Banking Day is also a Quarterly Payment Date for such ~~CDOR~~CORRA Advance.
- (d) No ~~CDOR~~CORRA Advance may have an Interest Period ending after the Maturity Date for the applicable Facility. If any Interest Period would end on a date which is not a Banking Day, such Interest Period shall be extended to the next succeeding Banking Day unless the next succeeding Banking Day falls on the next calendar month, in which case such Interest Period shall be shortened to end on the immediately preceding Banking Day.
- (e) For greater certainty, the Applicable Borrower and the Lenders intend that interest on ~~CDOR~~CORRA Advances be calculated in the same manner as the calculation of the “Floating Rate” under the Secured Hedge Agreement with the Hedge Banks, as applicable.

2.9

Benchmark Replacement Setting

- (a) ~~2.9 Benchmark Replacement Setting (CDOR).~~ Notwithstanding anything to the contrary herein or in any other Financing Loan Document ~~(and any all agreements for the Required Hedging Program shall be deemed not to be a “Financing Document” for purposes of this Section):~~
- (a) ~~Replacing CDOR. On May 16, 2022, Refinitiv, if a~~ Benchmark Services (UK) Limited (“RBSL”), the administrator of CDOR, announced in a public statement that the calculation and publication of all tenors of CDOR will permanently cease immediately following a final publication on Friday, June 28, 2024. ~~On the date that all Available Tenors of CDOR have either permanently or indefinitely ceased to be provided by RBSL (the “CDOR Cessation Date”), if~~ Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark ~~is CDOR, the, then (x) if a Benchmark Replacement is determined in accordance~~

with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Financing Loan Document in respect of ~~any setting of~~ such Benchmark ~~on such day setting~~ and ~~all~~ subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document. ~~If the~~ and (y) if a Benchmark Replacement is Daily Compounded CORRA, all interest payments will be payable on a quarterly basis.

~~(b) — Replacing Future Benchmarks. Upon~~ determined in accordance with clause (b) of the ~~occurrence~~ definition of a ~~“Benchmark Transition Event~~ Replacement” for such Benchmark Replacement Date, the ~~such~~ Benchmark Replacement will replace ~~the then current~~ such Benchmark for all purposes hereunder and under any Financing Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders. ~~At any time that~~ If the ~~administrator of the then current~~ Benchmark ~~has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the administrator or the regulatory supervisor for the administrator of such Benchmark pursuant to a public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrowers may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrowers’ receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrowers will be deemed to have converted any such request into a request for a borrowing of or conversion to Prime Rate Advances~~ Replacement is Adjusted Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period.

(b) ~~(e)~~ Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation ~~and administration~~ of a Benchmark Replacement, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Financing Loan Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Financing Document.

(c) ~~(d)~~ Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrowers and the Lenders of (i) ~~of~~ the implementation of any Benchmark Replacement, and (ii) ~~of any occurrence of a Term CORRA Transition Event, and (iii) of~~ the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement Conforming Changes. The Administrative Agent will notify the Borrowers of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.9(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if

applicable, any Lender (or group of Lenders) pursuant to this Section, 2.9 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made ~~in~~ its or their sole discretion and without consent from any other party ~~hereto~~ to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.9.

- (d) ~~(e)~~ Unavailability of Tenor of Benchmark. ~~At~~ Notwithstanding anything to the contrary herein or in any other Financing Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term CORRA ~~or CDOR~~) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then (i) the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove any tenor of such Benchmark that is unavailable or non-representative for any Benchmark (including Benchmark Replacement) settings, and (ii) tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate ~~any~~ such previously removed tenor ~~for any Benchmark (including Benchmark Replacement) settings.~~
- ~~(f) — Secondary Term CORRA Conversion. Notwithstanding anything to the contrary herein or in any Financing Document and subject to the proviso below in this clause, if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date (i) the Benchmark Replacement described in clause (i)(A) of such definition will replace the then-current Benchmark for all purposes hereunder or under any Financing Document in respect of any setting of such Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Agreement or any other Financing Document; and (ii) each Loan outstanding on the Term CORRA Transition Date bearing interest based on the then-current Benchmark shall convert, at the start of the next interest payment period, into an Advance bearing interest at the Benchmark Replacement described in clause (i)(A) of such definition having a tenor approximately the same length as the interest payment period applicable to such Advance immediately prior to the conversion or such other Available Tenor as may be selected by the Borrower and agreed by the Administrative Agent; provided that, this clause (f) shall not be effective unless the Administrative Agent has delivered to the Lenders and the Borrowers a Term CORRA Notice.~~

(g) ~~Definitions. As used in this Section 2.9:~~

~~“Available Tenor” means, as of any date of determination and with respect to the then current Benchmark, as applicable, (x) if the then current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period, or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.~~

~~“Benchmark” means, initially, CDOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section titled “*Benchmark Replacement Setting (CDOR)*”, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.~~

~~“Benchmark Replacement” means, for any Available Tenor:~~

~~(i) For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by the Administrative Agent:~~

~~(A) the sum of: (i) Term CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one month’s duration, and 0.32138% (32.138 basis points) for an Available Tenor of three months’ duration, or~~

~~(B) the sum of: (i) Daily Compounded CORRA and (ii) 0.29547% (29.547 basis points) for an Available Tenor of one month’s duration, and 0.32138% (32.138 basis points) for an Available Tenor of three months’ duration; and~~

~~(ii) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate, and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrowers as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for Canadian dollar-denominated syndicated credit facilities at such time;~~

~~provided that, if the Benchmark Replacement as determined pursuant to clause (i) or (ii) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Financing Documents.~~

~~“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Prime Rate,” the definition of “Banking Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative~~

~~Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Financing Documents). Without limiting the foregoing, Benchmark Replacement Conforming Changes made in connection with the replacement of CDOR with a Benchmark Replacement may include the implementation of mechanics for borrowing loans that bear interest by reference to the Benchmark Replacement, to replace the creation or purchase of drafts or bankers' acceptances.~~

~~“Benchmark Transition Event” means, with respect to any then current Benchmark other than CDOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark, or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.~~

~~“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).~~

~~“Daily Compounded CORRA” means, for any day in an interest payment period, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Administrative Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.~~

~~“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to CDOR.~~

~~“Relevant Governmental Body” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.~~

~~“Term CORRA” means, for the applicable corresponding tenor, the forward looking term rate based on CORRA that has been selected or recommended by the Relevant Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Administrative Agent in its reasonable discretion at approximately a time and as of a date prior to the commencement of an Interest Period determined by the Administrative Agent in its reasonable discretion in a manner substantially consistent with market practice.~~

~~“Term CORRA Notice” means the notification~~

- (e) Benchmark Unavailability Period. Upon the Borrowers’ receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrowers may revoke any pending request for an Advance, conversion to or continuation of Loans, which are of the type that have a rate of interest determined by reference to the then-current Benchmark, to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for an Advance, conversion to or continuation of Loans, (i) for a Benchmark Unavailability Period in respect of Term CORRA, Daily Compounded CORRA Advances, and (ii) for a Benchmark Unavailability Period in respect of a Benchmark other than Term CORRA, Prime Rate Loans.

2.10

Inability to Determine Rates

- (a) Subject to Section 2.9, if, on or prior to the first day of any Interest Period for any Daily Compounded CORRA Advance or Term CORRA Advance, as applicable:

(i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Adjusted Term CORRA” or “Adjusted Daily Compounded CORRA”, as applicable, cannot be determined pursuant to the definition thereof, for reasons other than a Benchmark Transition Event, or

(ii) the Majority Lenders determine that for any reason in connection with any request for a Term CORRA Advance or Daily Compounded CORRA Advance, as applicable, or a conversion thereto or a continuation thereof that Term CORRA or Daily Compounded CORRA, as applicable, for any requested Interest Period with respect to a proposed Term CORRA Advance or Daily Compounded CORRA Advance, as applicable, does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Majority Lenders have provided notice of such determination to the Administrative Agent,

the Administrative Agent will promptly so notify the Borrowers and each Lender (each event described under paragraph (i) or (ii), a “Market Disruption Event”).

- (b) Upon delivery of such notice by the Administrative Agent to the Borrowers under Section 2.10(a), any obligation of the Lenders to make Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, and any right of the Borrowers to continue Term CORRA Advances or Daily Compounded CORRA

Advances, as applicable, or to convert Prime Rate Loans to Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, shall be suspended (to the extent of the affected Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, or affected Interest Periods) until the Administrative Agent (with respect to clause (a)(ii), at the instruction of the Majority Lenders) revokes such notice.

(c) Upon receipt of such notice by the Administrative Agent to the ~~Lenders and Borrowers~~ under Section 2.10(a), (i)(x) the Borrowers ~~of the occurrence may revoke any pending request for a borrowing of, conversion to or continuation of a~~ Term CORRA ~~Transition Event.~~

(d) ~~“Term CORRA Transition Date” means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Lenders and the Borrowers, for the replacement of the then current Benchmark with the Benchmark Replacement described in clause 1(A) of such definition, which date shall be at least thirty (30) Business Days from the date of the Term CORRA Notice.~~

~~“Term CORRA Transition Event” means the determination by the Administrative Agent that (a) Term CORRA has been recommended for use by the Relevant Governmental Body, and is determinable for any Available Tenor, (b) the administration of Term CORRA is administratively feasible for the Administrative Agent and (c) a Benchmark Replacement, other than Term CORRA, has replaced CDOR in accordance with Section 2.9(a). Advances or Daily Compounded CORRA Advances, as applicable, (to the extent of the affected Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, or affected Interest Periods); (y) in respect of Term CORRA Advances, the Borrowers may elect to convert any such request into a request for an Advance of or conversion to Daily Compounded CORRA Loans; or, failing such revocation or election, (z) the Borrowers will be deemed to have converted any such request into a request for an Advance of or conversion to Prime Rate Loans, in the amount specified therein and (ii) (x) in respect of Term CORRA Advances, the Borrowers may elect to convert any outstanding affected Term CORRA Advances at the end of the applicable Interest Period, into Daily Compounded CORRA Advances, and (y) otherwise, or failing such election, any outstanding affected Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, will be deemed to have been converted, at the end of the applicable Interest Period, into Prime Rate Loans. Upon any such conversion, the Borrowers shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Section 2.11.~~

(e) Subject to Section 2.9, if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that “Adjusted Term CORRA” cannot be determined pursuant to the definition thereof on any given day, the interest rate on Prime Rate Loans shall be determined by the Administrative Agent without reference to clause (iii) of the definition of “Prime Rate” until the Administrative Agent revokes such determination.

2.11 Compensation for Losses

In the event of (a) the payment of any principal of any Term CORRA Advance or Daily Compounded CORRA Advance, as applicable, prior to the last day of an Interest Period

(including as a result of an Event of Default), (b) the conversion of any Term CORRA Advance or Daily Compounded CORRA Advance, as applicable, other than on the last day of the Interest Period, (c) the failure to borrow, convert, rollover or prepay any Term CORRA Advance or Daily Compounded CORRA Advance on the date specified in any notice delivered pursuant hereto, or (d) the assignment of any Term CORRA Advance or Daily Compounded CORRA Advance, as applicable, then, in any such event, the Borrowers shall, after receipt of a written request by any Lender affected by any such event (which request shall set forth in reasonable detail the basis for requesting such amount), compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section delivered to the Borrowers shall be presumptively correct absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt of such demand.

2.12

~~2.10~~ Letters of Credit

- (a) **Form and Issuance of the DSRA LC.** Following receipt of a notice substantially in the form of Schedule ~~2.10~~2.12(a) (an “**L/C Activity Notice**”) specifying details of a Borrower’s request to issue, re-issue, amend or renew the DSRA LC pursuant to Section 2.4(a) and delivered at least five (5) Banking Days prior to the proposed effective date, the Issuing Lender shall issue, re-issue amend or renew one (or more) Letter(s) of Credit as applicable on the following terms. The DSRA LC shall:
- (i) be issued on and dated as of the Second Restatement Date for the account of the Borrowers in favour of the Collateral Agent, as beneficiary;
 - (ii) with respect to its initial issuance, bear a face amount equal to the L/C Facility Limit;
 - (iii) have an expiration date on a Banking Day which occurs not later than one year from the date of issuance of such DSRA LC provided that any such DSRA LC shall provide for automatic renewal thereof for any stated period or periods of up to one year in duration, and provided further, the resulting expiration date shall not be later than the L/C Facility Maturity Date;
 - (iv) be issued solely for the purpose specified in Sections 2.3(a) and (b);
 - (v) be issued in Canadian Dollars; and
 - (vi) be on the standard documentary forms required by the Issuing Lender.
- (b) **Procedure for Draws under the DSRA LC.** Either Borrower may from time to time instruct the Collateral Agent to make demand for a Draw (an “**L/C Draw**”) under the DSRA LC (each such demand, an “**L/C Draw Request**”, and the amount so demanded being referred to as, the “**L/C Draw Amount**”) during the Term Loan Period by delivery of an L/C Draw Request given to the Administrative Agent not later than 10:00 a.m. (New York time) on the third Banking Day prior to the relevant Drawdown Date and upon satisfaction of the following conditions:
- (i) the related L/C Draw Request specifies (A) the requested funding date of the L/C Draw Amount; (B) the quantum of the requested L/C Draw Amount; and (C)

certification that an interest or principal payment required hereunder has not been paid by the Borrowers when due;

- (ii) the requested funding date specified in the L/C Draw Request is not earlier than two Banking Days after the date the related L/C Draw Request is delivered; and
 - (iii) the Borrowers are limited to one L/C Draw Request on the L/C Facility per Interest Period.
- (c) **L/C Loans.** Upon delivery of any L/C Draw Request, the Borrowers will be deemed to have requested a related L/C Loan on the Drawdown Date specified in such L/C Draw Request having a principal amount equal to the L/C Draw Amount plus all charges, expenses and other obligations of the Issuing Lender in connection with such draw. Upon receipt of any L/C Draw Request, the Administrative Agent shall promptly provide a copy thereof to the Issuing Lender. Upon satisfaction of the conditions specified in Section ~~2.10~~2.12(b) with respect to an L/C Draw Request made by the Borrowers under the L/C Facility, the Issuing Lender shall deposit the related L/C Draw Amount into the Debt Service Reserve Account. Upon funding of such L/C Draw Amount, the Borrowers will be deemed to have drawn an L/C Loan having a principal amount equal to the L/C Draw Amount plus all charges, expenses and other obligations of the Issuing Lender in connection with such draw. Partial and multiple Draws under the DSRA LC are permitted and shall be documented by the Issuing Lender accordingly. Each L/C Loan will bear interest as specified in Section 2.8(a). Subject to the mandatory prepayment provisions of Section 2.5(a) and Section 8.15(a)(vii), the Borrowers shall repay in full all outstanding L/C Loans, together with all accrued and unpaid interest, fees and costs, not later than the L/C Facility Maturity Date.
- (d) **Revolving Facility; Reimbursement of Amounts Drawn under the L/C Facility.** The L/C Facility is a revolving credit facility and, subject to the terms and conditions contained herein, the Borrowers may direct the Collateral Agent to Draw on the DSRA LC (which amounts are then immediately converted into L/C Loans pursuant to Section ~~2.10~~2.12(c)), reimburse or repay outstanding L/C Loans which amounts may be reborrowed by subsequent Draws of the DSRA LC under the L/C Facility prior to the L/C Facility Maturity Date. The amount available for Draws under the DSRA LC shall be decreased by unreimbursed draws but increased by an amount equal to the L/C Draw Amounts which have been reimbursed by the Borrowers (including L/C Loans which have been repaid by the Borrowers); provided however, that at no time shall the aggregate face amount of the DSRA LC exceed the L/C Facility Limit.
- (e) **Risk of Letters of Credit.** In determining whether to fund an L/C Draw Request, the Issuing Lender shall be responsible only to determine that the conditions specified in Section ~~2.10~~2.12(b) have been satisfied. The reimbursement obligation of the Borrowers under the DSRA LC shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including: (i) any lack of validity or enforceability of the DSRA LC; (ii) the existence of any claim, set-off, defence or other right which the Borrowers may have at any time against a beneficiary, the Issuing Lender or any other Person, whether in connection with the Financing Documents and the transactions contemplated therein or any other transaction (including any underlying transaction between the Borrowers and the beneficiary); (iii) any certificate or other document presented with the DSRA LC proving to be forged, fraudulent or invalid or any statement in it being untrue or inaccurate; and (iv) the

existence of any act or omission or any misuse of, the DSRA LC or misapplication of proceeds by the beneficiary, including any fraud in any certificate or other document presented with the DSRA LC.

The Issuing Lender shall not be responsible for: (i) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign the DSRA LC or the rights or benefits under it or proceeds of it, in whole or in part, which may prove to be invalid or ineffective for any reason; (ii) errors, omissions, interruptions or delays in transmission or delivery of any messages by mail (including email), fax or otherwise; (iii) errors in interpretation of technical terms; (iv) any loss or delay in the transmission of any document required in order to make a drawing; and (v) any consequences arising from causes beyond the control of the Issuing Lender, including the acts or omissions, whether rightful or wrongful, of any Governmental Authority. Nothing in this Section ~~2.10~~2.12 will affect, impair, or prevent the vesting of the Issuing Lender's rights or powers under this Agreement. Any action taken or omitted by the Issuing Lender under or in connection with the DSRA LC or the related certificates, if taken or omitted in good faith, shall not put the Issuing Lender under any resulting liability to the Borrowers or any other Lender provided that the Issuing Lender acts in accordance with the standards of reasonable care specified in the Uniform Customs and Practice for Documentary Credit, ICC UCR 600 (UCP 600) (as amended, supplemented or replaced from time to time).

- (f) **Repayments.** If L/C Loans are required to be repaid or accelerated in accordance with Article 10, then the Borrowers shall pay to the Administrative Agent for the benefit of the Issuing Lender an amount equal to all contingent liabilities in respect of (or otherwise cause the release of): (i) any outstanding or drawn Letters of Credit; and (ii) the DSRA LC which is the subject matter of any order, judgment, injunction or other such determination restricting payment under and in accordance with such DSRA LC or extending the liability under such DSRA LC beyond its stated expiration date (in this section, a "**Judicial Order**"). The Issuing Lender shall, with respect to the DSRA LC, upon the later of (i) the date on which any final and non-appealable order, judgment or other such determination has been rendered or issued either terminating the applicable Judicial Order or permanently enjoining the Issuing Lender from paying under such DSRA LC, and (ii) the earlier of (A) the date on which either (x) the original counterpart of the DSRA LC is returned to the Issuing Lender for cancellation, or (y) the Issuing Lender is released by the beneficiary from any further obligations, and (B) the expiry (to the extent permitted by any Applicable Law) of the DSRA LC, pay to the Borrowers an amount equal to the amount by which the amount paid to the Administrative Agent pursuant to this Section ~~2.10~~2.12(f) exceeds the amounts paid by the Issuing Lender under the DSRA LC.

- (g) **L/C Fees and Interest.**

- (i) The Borrowers shall pay (i) an L/C facility fee (an "**L/C Fee**") on the issued but undrawn amounts of Letters of Credit at the Applicable Margin to the Administrative Agent for the benefit of the Lenders with L/C Exposure in accordance with such Lender's overall Applicable Percentage of the Term Facility, (ii) a Commitment Fee on the available but non-issued Letters of Credit in accordance with Section 3.2, and (iii) a fronting fee at a rate of 0.25% per annum to the Administrative Agent for the benefit of the Issuing Lender calculated on the product of (I) the average daily aggregate of the then undrawn

and unexpired amount of all Letters of Credit outstanding during the period (or any portion thereof) for which payment is being made and (II) the aggregate Applicable Percentage of the Term Facility for all Lenders with L/C Exposure other than the Issuing Lender, payable in arrears on the last day of each Fiscal Quarter and on the termination of the L/C Facility, and calculated based on the actual days elapsed in a 365 or 366-day year, as the case may be.

- (ii) The Borrowers shall also pay to the Issuing Lender its (A) set-up fees, wire transfer charges and other customary miscellaneous charges (as agreed to by the Borrowers and the Issuing Lender in advance) in respect of the issue of Letters of Credit by it and upon the amendment or transfer of each DSRA LC and each drawing made thereunder; and (B) documentary and administrative charges for amending, transferring or drawing under, as the case may be, Letters of Credit of a similar amount, term and risk (as agreed to by the Borrowers and the Issuing Lender in advance).
- (iii) All drawn amounts under a DSRA LC that have been converted to Prime Rate Loans pursuant to Section ~~2.10~~2.12(c) shall bear interest in accordance with Section 2.8(a).
- (h) Notwithstanding that DSRA LCs are issued by the Issuing Lender, it is the intention of the Lenders that the ultimate credit risk and exposure of any Lender with respect to DSRA LCs (the “**L/C Exposure**”) be in accordance with its overall Applicable Percentage of the Term Facility. Each Lender shall immediately indemnify the Issuing Lender for that Lender’s Applicable Percentage of any payment made by the Issuing Lender in respect of a DSRA LC for which the Issuing Lender is not immediately reimbursed by the Borrowers, and shall do all things, including purchases of participations in Advances made by the Issuing Lender, that are necessary to ensure that result. Any such action on the part of the Lenders shall be binding on the Borrowers. If the rating of the non-credit-enhanced senior debt of any Lender by S&P or Moody’s is at any time less than BBB/Baa2 respectively, that Lender shall, if requested by the Issuing Lender, provide Cash Collateral (in an amount and form satisfactory to the Issuing Lender acting reasonably) to secure that Lender’s obligations with respect to DSRA LCs under this Section ~~2.10~~2.12(h).

ARTICLE 3

GENERAL MATTERS RELATING TO THE FACILITIES

3.1 Method and Place of Payment

- (a) Each payment to be made by the Borrowers under this Agreement shall be made without deduction, set-off or counterclaim.
- (b) All payments of principal, interest and fees hereunder shall be made for value at or before 12:00 noon (New York time) on the day such amount is due by deposit or transfer thereof to the account of the Administrative Agent maintained at the principal office of the Administrative Agent or of a sub-agent appointed by the Administrative Agent in New York or Toronto or such other place as the Borrowers and the Administrative Agent may from time to time agree. Payments received after such time shall be deemed to have been made on the next following Banking Day.

3.2 Fees

- (a) Until the LC Facility Maturity Date, the Applicable Borrower shall pay to the Administrative Agent for the account of the Lenders (in accordance with each Lender's overall Applicable Percentage of the Term Facility) a commitment fee (the "**Commitment Fee**") based on the available but non-issued portion of the L/C Facility, in each case calculated at the annual rate of 1.90%.
- (b) The Borrowers shall pay to the applicable recipients the fees set out in the Fee Letters, in accordance with the respective terms thereof.

3.3 Execution of Notices

All Advance Requests and notices of repayment, prepayment or cancellation and, unless otherwise provided herein, all other notices, requests, demands or other communications to be given to the Administrative Agent and Collateral Agent by a Borrower hereunder shall be executed by any authorized signatory of the Borrower.

3.4 Evidence of Debt

The Administrative Agent shall open and maintain in accordance with its usual practice books of account evidencing all Advances and all other amounts owing by the Borrowers to the Lenders hereunder. The Administrative Agent shall enter in such books: (a) each Drawdown Date in respect of each Advance; (b) all amounts from time to time owing or paid by the Borrowers to the Lenders, the amounts of principal, interest and fees payable from time to time hereunder; (c) the unused portion available to be drawn down by the Borrowers under the Facilities; and (d) any payments made by Borrowers hereunder. The information entered in the foregoing accounts shall constitute, in the absence of manifest error, prima facie evidence of the obligations of the Borrowers to the Administrative Agent, Collateral Agent and the Lenders hereunder, the date the Lenders made each Advance available to the Applicable Borrower, and the amounts the Applicable Borrower has paid from time to time on account of the principal of, interest on and fees related to the Advances.

3.5 Interest on Unpaid Costs and Expenses

Where a Borrower fails to pay any amount required to be paid by that Borrower hereunder when due, the Borrower shall pay interest on such unpaid amount, including overdue interest from the time such amount is due until paid, at an annual rate equal to the sum of 3% plus the rate of interest then payable on such amount (the "**Default Rate**"). Such interest shall be determined daily, compounded monthly in arrears on the last Banking Day of each calendar month in each year and payable on demand.

3.6 Criminal Rate of Interest

Notwithstanding the foregoing provisions of this Article 3, or any other provision of this Agreement, the Borrowers shall in no event be obliged to make any payments of interest or other amounts payable to the Lenders hereunder in excess of an amount or rate which would be prohibited by law or would result in the receipt by the Lenders of interest at a criminal rate (as such terms are construed under the *Criminal Code* (Canada)).

3.7 Compliance with the *Interest Act* (Canada)

For the purposes of this Agreement, whenever any interest or fee is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each rate of interest or fee determined pursuant to such calculation is equivalent for the purposes of the *Interest Act* (Canada) is such rate or fee as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used as the basis of such determination.

3.8 Nominal Rate of Interest

The parties acknowledge and agree that all calculations of interest under this Agreement are to be made on the basis of the nominal interest rate described herein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest rates and the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.

3.9 Net of Taxes

- (a) All payments made by a Borrower under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes other than Excluded Taxes except to the extent that such deduction or withholding is required by any Applicable Law, as modified by the administrative practice of any relevant Governmental Authority then in effect. If any such Taxes are required to be withheld from any amount payable by a Borrower to the Administrative Agent, the Collateral Agent or any Lender hereunder, the Borrower shall:
 - (i) promptly notify the Administrative Agent and the Collateral Agent, in relation to a payment to the Collateral Agent of such requirement;
 - (ii) pay to the relevant Governmental Authority the full amount required to be deducted or withheld (including the full amount of Taxes required to be deducted or withheld from any additional amount paid by the Applicable Borrower to the Administrative Agent, the Collateral Agent or such Lender under this Section 3.9) within the time period required by Applicable Law;
 - (iii) as promptly as possible thereafter, forward to the Administrative Agent, the Collateral Agent and such Lender an official receipt (or a certified copy), or other documentation reasonably acceptable to the Administrative Agent, the Collateral Agent and such Lender, evidencing any such payment to such Governmental Authority; and
 - (iv) pay to the Administrative Agent, the Collateral Agent or such Lender, in addition to the payment to which the Administrative Agent, the Collateral Agent or such Lender is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by the Administrative Agent, the Collateral Agent or such Lender from the Applicable Borrower (after taking into account any Taxes (other than Excluded Taxes) on such additional amounts) will equal the full amount the Administrative Agent, the Collateral Agent or such Lender would have received from the Applicable Borrower had no

such deduction or withholding been required, provided however that notwithstanding the foregoing, no such payment shall be required to be made by the Applicable Borrower in respect of Excluded Taxes

- (b) Each Borrower shall indemnify the Administrative Agent, the Collateral Agent or such Lender, within 10 Banking Days after written demand therefor, for the full amount of any Taxes, other than Excluded Taxes, paid by the Administrative Agent, the Collateral Agent or such Lender, as the case may be, imposed on any payment by the Borrowers under this Agreement (including any Taxes (other than Excluded Taxes) imposed on or attributable to amounts payable under this Section 3.9(b)), whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrowers by the Administrative Agent, the Collateral Agent or such Lender shall be conclusive absent manifest error.
- (c) If a Borrower determines in good faith that a reasonable basis exists for contesting any Taxes for which a payment has been made hereunder, the relevant Lender or the Administrative Agent or Collateral Agent, as applicable, shall (at the cost and expense of the Borrower) cooperate with the Applicable Borrower in challenging such Taxes at the Applicable Borrower's expense if so requested by the Applicable Borrower; provided that such Lender, the Administrative Agent or the Collateral Agent, as the case may be, does not determine that such challenge could be prejudicial to them or any of their Affiliates. If any Lender or the Administrative Agent or Collateral Agent, as applicable, receives a refund of, or credit for, Taxes for which a payment has been made by the Applicable Borrower pursuant to this Agreement, which refund or credit is attributable to such payment made by the Applicable Borrower, then the Lender or the Administrative Agent or Collateral Agent, as the case may be, shall reimburse the Applicable Borrower for such amount as the Lender determines to be an amount equal to the proportion of the refund or credit as will leave it, after such reimbursement, in no better or worse position than it would have been in if such Taxes had not been exigible. A Lender or the Administrative Agent or Collateral Agent shall claim any refund or credit that it determines is available to it, unless it concludes in its reasonable discretion that it would be adversely affected by making such a claim. Neither the Lender nor the Administrative Agent or Collateral Agent shall be obliged to disclose any information regarding its tax affairs to the Applicable Borrower in connection with this Section 3.9(c) or any other provision of this Section 3.9, except to the extent necessary for determining the basis for any amounts required to be indemnified by the Borrower under this Section 3.9(b).
- (d) The Borrowers' obligations under this Section 3.9(a) shall survive the termination of the Facilities and this Agreement and the permanent repayment of the outstanding credit and all other amounts payable hereunder.

ARTICLE 4

CHANGE OF CIRCUMSTANCES AND INDEMNIFICATION

4.1 Increased Costs

In the case of a Deemed Change in Law or in the event of (a) any Applicable Law coming into force after the date hereof, or (b) any change in any existing Applicable Law, or in the interpretation or application thereof by any court or by any Governmental Authority or other authority or entity charged with the administration thereof after the date hereof, or (c) compliance by the Lenders

with any direction, request or requirement (whether or not having the force of law) of any Governmental Authority or other authority or entity charged with the administration of any Applicable Law made after the date hereof (each such event being hereinafter referred to as a “**Change in Law**”) which now or hereafter:

- (a) subjects (whether directly, or as a result of any withholding or deduction by the Applicable Borrower) a Lender to any Tax or changes the basis of taxation, or increases any existing Tax (in each case, except for the coming into force of any Tax or change in the basis of taxation or manner of collection of any Tax in respect of or the change in the rate of Tax charged on income or capital of the Lender as a whole and including any other Tax that is payable by the Lender on, or required by Applicable Law to be withheld by the Applicable Borrower from, any Additional Compensation, as hereinafter defined), on payments of principal, interest or other amounts payable by the Applicable Borrower to the Lenders under any Financing Document or on or by reference to the amount of any Advances made or to be made by the Lender hereunder or on or by reference to the commitment of the Lender to make the Facilities available hereunder, or
- (b) imposes, modifies or deems applicable any reserve, special deposit or similar requirements or otherwise imposes any cost on a Lender in funding or maintaining all or any of the Advances or its commitment to make the Facilities available hereunder, or
- (c) will (A) affect the liquidity requirements in respect of a Lender, or (B) have the effect of increasing the amount of overall capital required to be maintained by a Lender, taking into account the existence of the Lender’s participation in any Advance hereunder (including all or any part of its commitment to make the Facilities available to the Applicable Borrower), or
- (d) impose on any Lender any other condition, cost or expense (other than Taxes) affecting this Agreement, Term CORRA Advances or Daily Compounded CORRA Advances, as applicable, made by such Lender;

~~(4)~~ and the result of any of the foregoing is to increase the cost to a Lender, reduce the income receivable by it or reduce the effective return on the capital of the Lender in respect of any Advances and/or its Commitment to make the Facilities available to the Borrowers to an extent which the Lender reasonably believes to be material, the Lender shall give notice thereof to the Applicable Borrower (herein called a “**Notice of Amount**”) stating the event by reason of which it believes it is entitled to Additional Compensation, such cost and/or such reduction in such return (or such proportion of such reduction as is, in the reasonable and *bona fide* opinion of the Lender, attributable to its obligations hereunder) the amount of such Additional Compensation (as hereinafter defined) incurred by the Lender and supplying a certificate of a duly authorized officer of the Lender setting forth the Additional Compensation and the basis of calculation of such Additional Compensation; provided that the Lender shall not be required to disclose any information required to be kept confidential by Applicable Law. In the event the Lender subsequently recovers all or part of the Additional Compensation paid by the Applicable Borrower and provided no Default or Event of Default has occurred, it shall repay an equal amount to the Applicable Borrower. The Applicable Borrower shall pay to the Lender, within ten (10) Banking Days of the date of receipt of any Notice of Amount, the amount reasonably required to compensate the Lender for such increased costs or reduction in income or effective return on capital as specified in such Notice of Amount (in this Article 4 referred to as “**Additional Compensation**”). The obligation to pay such Additional Compensation for subsequent periods will continue until the earlier of termination of the Advance or the commitment to make the Facilities (or any one of them) available to the Applicable Borrower affected by the Change in Law or the lapse or cessation of the Change in Law giving rise to the

initial Additional Compensation. The Lender shall make reasonable efforts to limit the incidence of any such Additional Compensation and seek recovery of such Additional Compensation for the account of the Applicable Borrower upon the Applicable Borrower's request at the Applicable Borrower's expense, provided the Lender in its reasonable determination suffers no material economic, legal, regulatory or other disadvantage. Notwithstanding the foregoing, the provisions of this Section 4.1 shall not apply with respect to: (I) Excluded Taxes imposed on the Administrative Agent, the Collateral Agent or a Lender or (II) Taxes for which an amount was paid by the Applicable Borrower pursuant to Section 3.9.

4.2 Illegality

If, with respect to any Lender, the implementation of any existing provision of Applicable Law or the adoption of any Applicable Law, or any change therein or in the interpretation or application thereof by any court or by any statutory board or commission now or hereafter makes it unlawful for such Lender to make, fund or maintain all or any portion of an outstanding Advance, to maintain all or any part of its Commitment hereunder ~~or~~ to give effect to its obligations in respect of all or any portion of an outstanding Advance or to determine or charge interest rates based upon Adjusted Term CORRA or Adjusted Daily Compounded CORRA, such Lender may, by written notice thereof to the Applicable Borrower and the other Lenders supplying reasonable supporting evidence (supported, at the request and expense of the Applicable Borrower, by an opinion of such Lender's counsel), declare the obligations of such Lender under this Agreement to be terminated whereupon the same shall forthwith terminate, and the Applicable Borrower shall repay within the time required by such law (or as promptly as practicable if already unlawful or at the end of such longer period, if any, as such Lender in its *bona fide* opinion may agree) the principal of the Advances made by such Lender together with all accrued and unpaid interest thereon. If any such change shall affect only that portion of such Lender's obligations under this Agreement that is, in the *bona fide* opinion of such Lender, severable from the remainder of this Agreement so that the remainder of this Agreement may be continued in full force and effect without otherwise affecting any of the obligations of such Lender or the Applicable Borrower hereunder, such Lender shall declare its obligations under only that portion so terminated.

ARTICLE 5 CONDITIONS PRECEDENT

Capitalized terms used in Section 5.1 but not defined herein have the meanings ascribed to such terms in the Original Credit Agreement.

5.1 Conditions to Effectiveness on the Closing Date

The obligation of the Lenders to provide any of the Facilities on the Closing Date was subject to the conditions precedent set forth in this Section 5.1 (other than any which were waived in writing by the Majority Lenders or were otherwise subject to the post-closing undertakings specified under Section 7.1(vv)) having been satisfied, fulfilled or otherwise met to the satisfaction of the Lenders acting reasonably on the Closing Date after giving effect thereto:

- (a) (1) The Original Credit Agreement (as defined in the First Restatement) and each of the Initial Financing Documents and the Independent Engineer Agreements shall have been duly authorized, executed and delivered to the Lenders or Agents, as applicable, by the Obligors party thereto, Holdco and Sponsor, and shall constitute a legal, valid and binding obligation of such parties shall be in full force and effect and (2) the Material Project Agreements and the Direct Agreements in each case to the extent relating to any Closing Date Projects, shall have been duly authorized, executed and delivered by each

party thereto and shall constitute a legal, valid and binding obligation of each party thereto and shall be in full force and effect.

- (b) The Administrative Agent and the Technical Agent shall have received a certificate of a Senior Officer of each of the Sponsor, Borrowers, Borrower GPs, Closing Project Subsidiaries, Project GPs, Project Subsidiary Holdcos, Holdco, each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date, Grasshopper Solar Corporation, in its capacity as MicroFIT developer, and the MSA Contractor, addressed to the Administrative Agent, the Technical Agent, the Lenders and the Collateral Agent, certifying (and where applicable, attaching certified copies of):
 - (i) its constitutional documents;
 - (ii) resolutions of its board of directors or partners authorizing its execution, delivery and performance of the Financing Documents and the Material Project Agreements to which it is a party; and
 - (iii) the names and (in the case of Persons executing Financing Documents or Material Project Agreements on behalf of such Person) true signatures of the directors, officers and other authorized signatories of such Person.
- (c) The Administrative Agent and the Technical Agent shall have received certificates of good standing or equivalent certificates in respect of the Borrowers, Borrower GPs, Closing Project Subsidiaries, Project GPs, Sponsor, Holdco, Grasshopper Solar Corporation and the Project Subsidiary Holdcos, and, in respect of the Closing Date Projects, the MSA Contractor, issued by appropriate government officials of its jurisdiction of organization.
- (d) In respect of the Closing Date Projects, the Rights of Access and Occupation shall be in full force and effect.
- (e) A true, accurate and complete copy of each of the duly executed Material Project Agreements existing at the Closing Date, in each case, together with all amendments thereto, certified by an Officer's Certificate shall have been delivered to the Administrative Agent and the Technical Agent.
- (f) Each Borrower shall have delivered to the Administrative Agent and the Technical Agent the most recent unaudited consolidated interim financial statements of that Borrowers, and shall have caused to be delivered to the Administrative Agent and the Technical Agent the most recent annual financial statements and interim unaudited financial statements of the MSA Contractor.
- (g) Insurance complying with Schedule 5.1(g) of the Original Credit Agreement (as defined in the First Restatement) shall have been obtained and be in full force and effect in respect of the Closing Date Projects and the Administrative Agent and the Technical Agent shall have received certified copies of all policies evidencing such insurance (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer), which is to include the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders, and their successors and assigns as additional insureds under liability insurance policies as required pursuant to Schedule 5.1(g) of the Original Credit Agreement (as defined in the First Restatement) (excluding workers compensation and

automobile liability) and a waiver of subrogation in their favour and with the Collateral Agent shall be named as first loss payee with respect to policies covering physical loss or damage to the Closing Date Projects, which policies shall be subject to a standard mortgage clause as approved by the Insurance Bureau of Canada, all as approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably.

- (h) The Insurance Advisor shall have reviewed the insurance policies (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer) required pursuant to Schedule 5.1(g) of the Original Credit Agreement (as defined in the First Restatement) in respect of the Closing Date Projects, and shall have provided to the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders its report in connection with the Closing Date Projects and a certificate, substantially in the form of Schedule 5.1(h) of the Original Credit Agreement (as defined in the First Restatement).
- (i) With respect to the Closing Date Projects, the Administrative Agent and the Technical Agent shall have received an Officer's Certificate to the effect that (i) on the Closing Date, all Project Approvals listed in Part I of Schedule 5.5(g) of the Original Credit Agreement (as defined in the First Restatement) in respect of each such Closing Date Project have been obtained and are in full force and effect and not subject to any restriction, condition, limitation or other provision that in the reasonable judgment of the Technical Agent may materially adversely affect the construction, operation, connection, maintenance, use, occupancy or upkeep of such Closing Date Project, together with true and complete copies of such Project Approvals, and (ii) each of the Project Approvals listed in Part II of Schedule 5.5(g) of the Original Credit Agreement (as defined in the First Restatement) in respect of each such Closing Date Project are reasonably expected to be obtained in the ordinary course of construction of the applicable Proposed Project.
- (j) The Borrowers shall have provided evidence to the Administrative Agent and the Technical Agent, satisfactory to the Lenders, that all Accounts required to be established at or before the Closing Date have been established in accordance with this Agreement. For clarity, where this Agreement refers to Accounts to be held by Obligors, only Accounts of the Borrowers and the Closing Project Subsidiaries shall be required to be established at or before the Closing Date.
- (k) The Administrative Agent and the Technical Agent shall have received a report from the Independent Engineer, satisfactory to the Lenders, confirming that all of the Closing Date Projects have reached Completion.
- (l) All registrations, filings or recordings necessary to preserve, protect or perfect the enforceability and first priority of the Liens created under or pursuant to the Initial Financing Documents (subject only to Permitted Liens) shall have been completed in all relevant jurisdictions.
- (m) All partnership or shareholder interests that are subject to a pledge or Security Interest pursuant to the Initial Financing Documents have been certificated and those certificates have been delivered to the Collateral Agent.
- (n) The Administrative Agent, the Technical Agent and the Collateral Agent shall have received (i) a favourable opinion of legal counsel (addressed to the Administrative

Agent, the Technical Agent, the Lenders, the Collateral Agent and Lenders' Counsel) to each of the Borrowers, Borrower GPs, Closing Project Subsidiaries, Project GPs, Project Subsidiary Holdcos, Sponsor, Holdco, each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date, Grasshopper Solar Corporation and with respect to the Closing Date Projects, the MSA Contractor, as to such matters as the Administrative Agent (at the direction of the Majority Lenders) and the Technical Agent may reasonably request, including corporate matters, enforceability and other customary opinions regarding the Initial Financing Documents and the Material Project Agreements entered into on or before the Closing Date, the creation and perfection of security interests in personal property granted under the Initial Financing Documents in all relevant jurisdictions, choice of law, enforcement of foreign judgments, and (ii) an Officer's Certificate certifying as to each Project Subsidiary's eligibility to claim input tax credits under the ETA.

- (o) All representations and warranties of each of the Sponsor, Borrowers, Borrower GPs, Project Subsidiary Holdcos, Closing Project Subsidiaries, Project GPs, each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date and Grasshopper Solar Corporation contained in this Agreement and in any other Initial Financing Document or any Material Project Agreements shall be true and correct on and as of the Closing Date as though made on and as of such date, and the Administrative Agent and the Technical Agent shall have received a certificate of a Senior Officer of each such Person certifying the same with respect to such Person.
- (p) No Default or Event of Default shall have occurred and be continuing, or would occur as a result of the entering into of this Agreement or any Advance requested by a Borrower under the Facilities on the Closing Date, and the Administrative Agent and the Technical Agent shall have received an Officer's Certificate from the Applicable Borrower so certifying.
- (q) There shall be no actions, suits or proceedings (whether or not purportedly on such Person's behalf) or Environmental Claims pending or threatened against or affecting any Borrower, Borrower GP, any of the Closing Project Subsidiaries and their general partners (as applicable), each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date and Grasshopper Solar Corporation or, to the knowledge of either Borrower, the MSA Contractor (for the Closing Date Projects) by any third party or by or before any Governmental Authority, which has or could reasonably be expected to have a Material Adverse Effect, and the Administrative Agent and the Technical Agent shall have received an Officer's Certificate to that effect in respect of the corresponding Borrower, Borrower GP and each Closing Project Subsidiary.
- (r) On the Closing Date, the Lenders shall be satisfied with (i) the ownership structure of the Borrowers and the Closing Project Subsidiaries and (ii) the proposed ownership structures to be implemented with respect to the Proposed Project Subsidiaries (other than the Closing Project Subsidiaries), in each case as set out in Schedule 6.1(b) of the Original Credit Agreement (as defined in the First Restatement).
- (s) The Lenders and the Collateral Agent shall have received such "know your customer" documentation as the Lenders and the Collateral Agent may request.

- (t) The Lenders shall be satisfied with the terms of the MSA Agreements in respect of the Closing Date Projects.
- (u) The Lenders shall be satisfied that the Required Hedging Program is in place and that the obligations of the Borrowers thereunder are secured equally and rateably with the Facilities.
- (v) The Administrative Agent and the Technical Agent shall have received copies of all consents necessary to permit each of the Borrowers, and Borrower GPs, the Closing Project Subsidiaries, the Project GPs, the Project Subsidiary Holdcos, Holdco, Grasshopper Solar Corporation and in respect of the Closing Date Projects, the MSA Contractor to enter into the Initial Financing Documents and to perform their respective obligations thereunder (including without limitation, the grant of any security interests thereunder and transfer of any Equity Securities, Debt or other instruments pledged under the Initial Financing Documents).
- (w) The Collateral Agent shall have received certificates and other original documents in respect of all Equity Securities, Debt or other instruments pledged pursuant to the Initial Financing Documents accompanied by transfer powers and such other assignment documents as may be acceptable to the Administrative Agent and the Technical Agent.
- (x) The Borrowers shall have delivered to the Administrative Agent and the Technical Agent the Financial Model for the Portfolio, approved by the Technical Agent (at the direction of the Majority Lenders) in consultation with the Independent Engineer, which evidences that the Minimum Base Case Economics will be satisfied with respect to the Portfolio at all times that any portion of the Facilities is outstanding.
- (y) The Lenders and Agents shall have received from the Borrowers all fees (including agency fees and the upfront fees) then due, or arrangements satisfactory to the Lenders for payment of same out of the proceeds of the first Advance under any Facility are in place.
- (z) The Administrative Agent and the Technical Agent shall have received: (i) copies of Phase 1 environmental assessment reports relating to real property owned or leased by the Borrowers, Borrower GPs or any Closing Project Subsidiary in respect of each Closing Date Project which is a ground-mounted power facility, and, to the extent such report(s) recommend the completion of Phase 2 environmental assessment, copies of all Phase 2 environmental assessment reports relating to same and addressed in favour of the Lenders (or accompanied by reliance letters in favour of the Lenders) or, as applicable, (ii) confirmation by the Borrowers (A) that no such reports exist in respect of a Closing Date Project which is a ground-mounted power facility located entirely on rural land that has been used solely for agricultural purposes and (B) that such land has not previously been used or developed for any other commercial or industrial purposes.
- (aa) In respect of any Community Project Subsidiary, the Required Community Equity Contribution has been contributed.
- (bb) In respect of any First Nation Project Subsidiary, the Required First Nation Equity Contribution has been contributed.

- (cc) The Technical Agent and all of the Lenders shall have completed to their satisfaction all due diligence, including economic, commercial, financial, legal, environmental, regulatory, accounting and tax due diligence, of the Sponsor, Borrowers, Borrower GPs, Project Subsidiary Holdcos, Closing Project Subsidiaries, Project GPs, each Pledgor pledging Equity Securities pursuant to the Security Documents on the Closing Date and Grasshopper Solar Corporation, the applicable Material Project Agreements and any issues identified by Technical Agent or any Lender resulting from such diligence review with respect to the Financing Documents shall have been addressed to the satisfaction of Technical Agent and all of the Lenders.
- (dd) Each Closing Date Project has a generating capacity of no more than 8 MW (AC) and is located in Ontario.
- (ee) Each of the EPC Agreements, EPC LCs (as applicable) MSA Agreements and PPAs in respect of each Closing Date Project, as applicable, are substantially in the form of the corresponding Template Agreement or has otherwise been approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably.
- (ff) The LDC in respect of each Closing Date Project meets the criteria specified in the definition of "LDC".
- (gg) The Applicable Borrower, or relevant Project Subsidiary, shall have provided satisfactory evidence to the Administrative Agent and the Technical Agent, acting reasonably, certifying as to each Closing Date Projects; satisfaction of, or expected satisfaction of, as applicable, the Minimum Required Domestic Content Level.
- (hh) (1) Any supplier of solar modules, Inverters or trackers is an Approved Supplier or (2) if a supplier of solar modules, Inverters or trackers is a Controlled Supplier, the use of such solar modules, Inverters or trackers does not exceed the applicable Controlled Supplier Cap, unless waived by the Technical Agent and the Lenders in their discretion.
- (ii) The Administrative Agent and the Technical Agent shall have received copies of all FIT Contract CCSA Amendments that have been entered into with respect to Community Projects that are Closing Date Projects.
- (jj) Releases, discharges, estoppels and postponements with respect to all Liens which are not Permitted Liens shall have been delivered to the Administrative Agent, the Technical Agent and the Lenders (including estoppels from Eclipsall Funding Ltd. and the Toronto-Dominion Bank) in form and substance satisfactory to the Administrative Agent (at the direction of the Majority Lenders), the Collateral Agent (at the direction of the Majority Lenders) and the Technical Agent.
- (kk) Such other documents and deliverables as the Administrative Agent, the Technical Agent or Majority Lenders deem necessary, acting reasonably.

The conditions set forth in this Section 5.1 are for the sole benefit of the Lenders.

5.2 Conditions to Effectiveness of the First Restatement

The effectiveness of the First Restatement was subject to the conditions precedent set forth in this Section 5.2 (other than as waived in writing by the Majority Lenders or are otherwise subject to the post-closing undertakings specified under Section 7.1(vv)) having been satisfied, fulfilled or otherwise met to the satisfaction of the Lenders acting reasonably on the First Restatement Date after giving effect thereto:

- (a) The First Restatement shall have been duly authorized, executed and delivered to the Lenders or Agents, as applicable, by the Obligor party thereto, Holdco and Sponsor, and shall constitute a legal, valid and binding obligation of such parties shall be in full force and effect;
- (b) The conditions precedent set forth in the Section 5.13 of the Original Credit Agreement (*Accession of Fund 2 Borrower*) will have been satisfied;
- (c) The conditions precedent set forth in Section 5.1 of the Original Credit Agreement (*Conditions to Effectiveness on the Closing Date*) applicable to the Fund 2 Borrower will have been satisfied;
- (d) The conditions precedent set forth in Section 5.3 of the Original Credit Agreement (*Conditions to Project Subsidiary Eligibility*) applicable to the Cleave Entities will have been satisfied;
- (e) The conditions precedent set forth in Section 5.4 of the Original Credit Agreement (*Conditions to Project Eligibility*) applicable to the Cleave Projects will have been satisfied; and
- (f) Insurance complying with Schedule 5.1(g) of the Original Credit Agreement in respect of each First Restatement Project shall have been obtained and be in full force and effect and (i) the Administrative Agent and the Technical Agent shall have received certified copies of all policies and related endorsements evidencing such insurance (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer), and to include the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders, and their successors and assigns as additional insureds as required pursuant to Schedule 5.1(g) of the Original Credit Agreement under liability insurance policies (excluding automobile liability and workers compensation), and include a waiver of subrogation in their favour, and including the Collateral Agent as first loss payee under policies covering physical loss or damage to the First Restatement Projects which policies shall be subject to a standard mortgage clause using, in the Collateral Agent's case, a standard lender loss payable or mortgagee clause as approved by the Insurance Bureau of Canada, all as approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably, and (ii) the Administrative Agent and the Technical Agent shall have received a certificate from the Applicable Borrower's insurance broker, dated as of the First Restatement Date stating that, *inter alia*, all insurance required pursuant to Schedule 5.1(g) of the Original Credit Agreement in respect of each such First Restatement Project is in full force and effect and that all premiums then due thereon have been paid.

5.3 Conditions to Effectiveness of this Agreement

The effectiveness of this Agreement and the entitlement to the Advance on the Second Restatement Date is subject to the conditions precedent set forth in this Section 5.3 (other than as waived in writing by the Majority Lenders or are otherwise subject to the post-closing undertakings specified under Section 7.1(vv)) having been satisfied, fulfilled or otherwise met to the satisfaction of the Lenders acting reasonably on the Second Restatement Date after giving effect thereto:

- (a) This Agreement shall have been duly authorized, executed and delivered to the Lenders and Administrative Agent, as applicable, by the Obligors party thereto, Holdco and Sponsor, and shall constitute a legal, valid and binding obligation of such parties shall be in full force and effect;
- (b) The Administrative Agent and the Technical Agent have received a completed Advance Request as applicable at least four (4) Banking Days before the Second Restatement Date together with and a payment direction in respect of the Advance to be made on the Second Restatement Date.
- (c) The Administrative Agent and the Technical Agent shall have received a certificate of a Senior Officer of the Sponsor, Borrowers, Borrower GPs, Project Subsidiaries, Project GPs, Project Subsidiary Holdcos and Holdco addressed to the Administrative Agent, the Technical Agent, the Lenders and the Collateral Agent, certifying (and where applicable, attaching certified copies of):
 - (i) its constitutional documents;
 - (ii) resolutions of its board of directors or partners authorizing its execution, delivery and performance of the Financing Documents entered into on the Second Restatement Date; and
 - (iii) the names and (in the case of Persons executing Financing Documents on behalf of such Person) true signatures of the directors, officers and other authorized signatories of such Person.
- (d) The Administrative Agent and the Technical Agent shall have received certificates of good standing or equivalent certificates in respect of the Borrowers, Borrower GPs, Project Subsidiaries, Project GPs, Sponsor, Holdco, Grasshopper Solar Corporation, the Project Subsidiary Holdcos and the MSA Contractor, issued by appropriate government officials of its jurisdiction of organization or formation.
- (e) A true, accurate and complete copy of each of the duly executed Material Project Agreements existing at the Second Restatement Date, together with all amendments thereto, certified by an Officer's Certificate shall have been delivered to the Administrative Agent and the Technical Agent.
- (f) Subject to Section 6.1(k), each of the Material Project Agreements remains in full force and effect, and since the Second Restatement Date or the date that the applicable project in respect of the Material Agreement, became a Project under the First Restatement, as applicable, there shall have occurred no change in circumstances with respect to an Obligor or any counterparty to a Material Project Agreement where such change could

reasonably be expected to materially adversely affect its ability to perform its obligations under any Material Project Agreement.

- (g) Each Borrower shall have delivered to the Administrative Agent and the Technical Agent the most recent (1) audited financials for the year ending 2022, (2) unaudited consolidated interim financial statements of that Borrowers, and shall have caused to be delivered to the Administrative Agent and the Technical Agent the most recent annual financial statements and interim unaudited financial statements of the MSA Contractor.
- (h) Insurance complying with Schedule 5.3(h) shall have been obtained and be in full force and effect in respect of the Projects and the Administrative Agent and the Technical Agent shall have received certified copies of all policies evidencing such insurance (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer), which is to include the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders, and their successors and assigns as additional insureds under liability insurance policies as required pursuant to Schedule 5.3(h) (excluding workers compensation and automobile liability) and a waiver of subrogation in their favour and with the Collateral Agent shall be named as first loss payee with respect to policies covering physical loss or damage to the Projects, which policies shall be subject to a standard mortgage clause as approved by the Insurance Bureau of Canada, all as approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably.
- (i) The Administrative Agent and the Technical Agent shall have received an Officer's Certificate to the effect that (i) on the Second Restatement Date, all Project Approvals listed in Part I of Schedule 5.5(g) have been obtained and are in full force and effect and not subject to any restriction, condition, limitation or other provision that in the reasonable judgment of the Technical Agent may materially adversely affect the construction, operation, connection, maintenance, use, occupancy or upkeep of such Project, together with true and complete copies of such Project Approvals, and (ii) each of the Project Approvals listed in Part II of Schedule 5.5(g) in respect of each Project are reasonably expected to be obtained in the ordinary course.
- (j) The Borrowers shall have provided evidence to the Administrative Agent and the Technical Agent, satisfactory to the Lenders, that all Accounts required to be established at or before the Second Restatement Date have been established in accordance with this Agreement.
- (k) All registrations, filings or recordings necessary to preserve, protect or perfect the enforceability and first priority of the Liens created under or pursuant to the Financing Documents (subject only to Permitted Liens) shall have been completed in all relevant jurisdictions.
- (l) The Collateral Agent shall have received certificates and other original documents in respect of all Equity Securities, Debt or other instruments pledged pursuant to the Financing Documents accompanied by transfer powers and such other assignment documents as may be acceptable to the Administrative Agent and the Technical Agent.
- (m) The Administrative Agent, the Technical Agent and the Collateral Agent shall have received (i) a favourable opinion of legal counsel (addressed to the Administrative Agent, the Technical Agent, the Lenders, the Collateral Agent and Lenders' Counsel) to

each of the Borrowers, Borrower GPs, Closing Project Subsidiaries, Project GPs, Project Subsidiary Holdcos, Sponsor, Holdco, Grasshopper Solar Corporation and the MSA Contractor, as to such matters as the Administrative Agent (at the direction of the Majority Lenders) and the Technical Agent may reasonably request, including corporate matters, enforceability and other customary opinions regarding the Financing Documents and the Material Project Agreements entered into on or before the Second Restatement Date, the creation and perfection of security interests in personal property granted under the Financing Documents in all relevant jurisdictions, choice of law, enforcement of foreign judgments.

- (n) All representations and warranties of each of the Sponsor, Borrowers, Borrower GPs, Project Subsidiary Holdcos, Closing Project Subsidiaries, Project GPs, each Pledgor pledging Equity Securities pursuant to the Security Documents and Grasshopper Solar Corporation contained in this Agreement and in any other Initial Financing Document or any Material Project Agreements shall be true and correct on and as of the Second Restatement Date as though made on and as of such date, and the Administrative Agent and the Technical Agent shall have received a certificate of a Senior Officer of each such Person certifying the same with respect to such Person.
- (o) No Default or Event of Default shall have occurred and be continuing, or would occur as a result of the entering into of this Agreement or any Advance requested by a Borrower under the Facilities on the Second Restatement Date, and the Administrative Agent and the Technical Agent shall have received an Officer's Certificate from the Applicable Borrower so certifying.
- (p) There shall be no actions, suits or proceedings (whether or not purportedly on such Person's behalf) or Environmental Claims pending or threatened against or affecting any Borrower, Borrower GP, any of the Closing Project Subsidiaries and their general partners (as applicable), each Pledgor pledging Equity Securities pursuant to the Security Documents and Grasshopper Solar Corporation or, to the knowledge of either Borrower, the MSA Contractor (for the Closing Date Projects) by any third party or by or before any Governmental Authority, which has or could reasonably be expected to have a Material Adverse Effect, and the Administrative Agent and the Technical Agent shall have received an Officer's Certificate to that effect in respect of the corresponding Borrower, Borrower GP and each Closing Project Subsidiary.
- (q) On the Second Restatement Date, the Lenders shall be satisfied with the ownership structure of the Borrowers and the Project Subsidiaries as set out in Schedule 6.1(b).
- (r) The Lenders and the Collateral Agent shall have received such "know your customer" documentation as the Lenders and the Collateral Agent may request.
- (s) The Lenders shall be satisfied with the terms of the MSA Agreements in respect of the Projects.
- (t) The Lenders shall be satisfied that the Required Hedging Program is in place and that the obligations of the Borrowers thereunder are secured equally and rateably with the Facilities, and any costs, expenses and close-out amounts payable by the Borrowers (as applicable) under the Secured Hedge Agreements in connection with the termination

and/or repricing of the existing interest rate hedge transactions outstanding immediately prior to the Second Restatement Date.

- (u) The Administrative Agent and the Technical Agent shall have received copies of all consents necessary to permit each of the Borrowers, and Borrower GPs, the Project Subsidiaries, the Project GPs, the Project Subsidiary Holdcos, Holdco, Grasshopper Solar Corporation and the MSA Contractor to enter into the Financing Documents and to perform their respective obligations thereunder (including without limitation, the grant of any security interests thereunder and transfer of any Equity Securities, Debt or other instruments pledged under the Financing Documents).
- (v) The Borrowers shall have delivered to the Administrative Agent and the Technical Agent the Financial Model for the Portfolio (reflecting the Advance on the Second Restatement Date), approved by the Technical Agent (at the direction of the Majority Lenders) in consultation with the Independent Engineer.
- (w) The Lenders and Agents shall have received from the Borrowers (i) all fully executed Fee Letters and (ii) all fees then due, or arrangements satisfactory to the Lenders for payment of same out of the proceeds of the Advance to be made on the Second Restatement Date.
- (x) The Administrative Agent and the Technical Agent shall have received: (i) copies of Phase 1 environmental assessment reports relating to real property owned or leased by the Borrowers, Borrower GPs or any Project Subsidiary in respect of each Project which is a ground-mounted power facility, and, to the extent such report(s) recommend the completion of Phase 2 environmental assessment, copies of all Phase 2 environmental assessment reports relating to same and addressed in favour of the Lenders (or accompanied by reliance letters in favour of the Lenders) or, as applicable, (ii) confirmation by the Borrowers (A) that no such reports exist in respect of a Project which is a ground-mounted power facility located entirely on rural land that has been used solely for agricultural purposes and (B) that such land has not previously been used or developed for any other commercial or industrial purposes.
- (y) In respect of any Community Project Subsidiary, the Required Community Equity Contribution has been contributed.
- (z) In respect of any First Nation Project Subsidiary, the Required First Nation Equity Contribution has been contributed.
- (aa) in respect of the accession hereunder of any Municipal Project Subsidiary, the Required Municipal Equity Contribution has been contributed.
- (bb) in respect of the accession hereunder of any Public Sector Project Subsidiary, the Required Public Sector Equity Contribution has been contributed.
- (cc) The Administrative Agent and the Technical Agent shall have received copies of the First Nation MSA Agreements with respect to the First Nation Projects (in respect of the accession hereunder of any First Nation Project Subsidiary), and the Community MSA Agreements with respect to the Community Projects (in respect of the accession hereunder of any Community Project Subsidiary), the Municipal MSA Agreements with respect to the Municipal Participation Projects (in respect of the accession hereunder of

any Municipal Project Subsidiary) and the Public Sector MSA Agreements with respect to the Public Sector Entity Participation Projects (in respect of the accession hereunder of any Public Sector Project Subsidiary), which in each case shall have been duly authorized, executed and delivered by each party thereto and shall constitute a legal, valid and binding obligation of each party thereto.

- (dd) Each Project has a generating capacity of no more than 8 MW (AC) and is located in the Province of Ontario.
- (ee) Each of the MSA Agreements and PPAs in respect of each Project, as applicable, has been approved by the Administrative Agent (at the direction of the Lenders) and the Technical Agent, acting reasonably.
- (ff) The LDC in respect of each Project meets the criteria specified in the definition of "LDC".
- (gg) The Applicable Borrower, or relevant Project Subsidiary, shall have provided satisfactory evidence to the Administrative Agent and the Technical Agent, acting reasonably, certifying as to each Project; satisfaction of, or expected satisfaction of, as applicable, the Minimum Required Domestic Content Level.
- (hh) (1) Any supplier of solar modules, Inverters or trackers is an Approved Supplier or (2) if a supplier of solar modules, Inverters or trackers is a Controlled Supplier, the use of such solar modules, Inverters or trackers does not exceed the applicable Controlled Supplier Cap, unless waived by the Technical Agent and the Lenders in their discretion.
- (ii) The Administrative Agent and the Technical Agent shall have received copies of all FIT Contract CCSA Amendments that have been entered into with respect to Community Projects.
- (jj) Releases, discharges, estoppels and postponements with respect to all Liens which are not Permitted Liens shall have been delivered to the Administrative Agent, the Technical Agent and the Lenders in form and substance satisfactory to the Administrative Agent (at the direction of the Majority Lenders), the Collateral Agent (at the direction of the Majority Lenders) and the Technical Agent.
- (kk) The Administrative Agent, the Technical Agent and the Lenders' Counsel shall have received: (i) on the date of the requested Advance, land title office searches, (ii) on the Banking Day prior to the date of the requested Advance, personal property registry searches, and (iii) such other searches as the Administrative Agent, the Technical Agent and Lenders' Counsel consider appropriate, acting reasonably, in respect of the relevant Properties, the Collateral, the Applicable Borrower and its Borrower GP, Limited Partner, relevant Project Subsidiary and Project GP and any relevant Pledgor not included in the foregoing, as of a time and date satisfactory to the Administrative Agent and the Technical Agent (acting reasonably) confirming (i) registration of the Security Documents or financing statements or other appropriate filings or notices in respect thereof in all relevant jurisdictions, and (ii) that (A) no Liens, other than Permitted Liens, are registered against or charge any such Person, the relevant Properties, the relevant Projects or any of the Collateral, and (B) without limiting the foregoing, all builders' liens in respect of the relevant Properties or Projects (other than Permitted Liens) have

been discharged or vacated or for which appropriate reserves have been provided for, in each case, as provided under Applicable Law.

- (ll) Neither the enactment of any Applicable Law, nor any change therein or in the published or unpublished interpretation or application thereof by any Governmental Authority, nor compliance by the Administrative Agent, the Collateral Agent or a Lender with any guideline, official directive, request or direction (whether or not having the force of law) of any Governmental Authority, shall have made it unlawful for the Administrative Agent, the Collateral Agent or a Lender to make, fund or maintain the Facilities or the requested Advance on the Second Restatement Date.
- (mm) After giving effect to the Advance on the Second Restatement Date, the Borrowers will remain in compliance with the Concentration Limits.
- (nn) The Advance on the Second Restatement Date shall have been approved by the Technical Agent based on the requirements of the Technical Agent's internal approval processes including, if applicable, credit risk management.
- (oo) After giving effect to the Advance on the Second Restatement Date, no MicroFIT Overconcentration Event would occur.
- (pp) Each of the Collateral Accounts shall have been established and funded in accordance with the requirements of Article 8 if required to be established and funded at the time of the Second Restatement Date.
- (qq) The Administrative Agent and the Technical Agent shall have received a report from the Independent Engineer, in form and substance satisfactory to the Lenders.
- (rr) The Administrative Agent shall have received satisfactory confirmation that \$2,967,904.59 in the aggregate has been credited to the Borrowers in the form of cash by way of contribution of equity.
- (ss) Such other documents and deliverables as the Administrative Agent, the Technical Agent or Majority Lenders deem necessary, acting reasonably.

5.4 **Intentionally Deleted**

5.5 **Released MicroFIT Projects**

- (a) In the event that (1) an Adverse MicroFIT Event has occurred and the Borrower has prepaid amounts under the Term Facility corresponding to the buy-down of one or more affected MicroFIT Projects pursuant to Section 2.5(c)(iv), (2) the Borrowers have been required to make a mandatory prepayment pursuant to Section 2.5(c)(v), or (3) a Borrower wishes to pursue enforcement or court proceedings against a homeowner in respect of one or more MicroFIT Projects of the kind contemplated in Section 7.2(dd) (*MicroFIT Enforcement Restrictions*), the Applicable Borrower shall, subject to the terms of this Section 5.5, remove such MicroFIT Project(s) from the Security by providing notice to the Administrative Agent and Technical Agent (a “**Designated Project Notice**”) that it intends to remove the relevant Project or Projects from the Portfolio (each, a “**Designated Project**”) together with details of the Applicable Borrower's intention to cause the relevant Project Subsidiary to dispose of the relevant

Project and related Material Agreements and Assets (a “**Designated Project Disposition**”).

- (b) If the Applicable Borrower is able to demonstrate to the satisfaction of the Administrative Agent (as directed by the Lenders) and Technical Agent, acting reasonably, that the applicable Designated Project Disposition would not have an Adverse MicroFIT Event on a pro forma basis, then the Applicable Borrower shall proceed with the Designated Project Disposition described in the related Designated Project Disposition, subject to the following terms and conditions:
 - (i) where the Approved Project Disposition is being made in connection with an Adverse MicroFIT Event, the Designated Projects must be either (i) chosen at random among the affected MicroFIT Projects (and the Borrowers shall provide evidence satisfactory to the Majority Lenders of the same) or (ii) otherwise agreed to by the Borrowers and the Majority Lenders.
 - (ii) after giving effect to the Designated Project Disposition, the Designated Project will no longer be owned or Controlled by the Applicable Borrower or an Obligor;
 - (iii) the Designated Project Disposition will be subject to the mandatory prepayment provisions of Section 2.5(c), unless otherwise agreed by the Majority Lenders; and
 - (iv) once the Designated Project Disposition is permitted to be executed hereunder (or has been approved pursuant to Section 5.5(c), in the case of an Approved Project Disposition), the related Designated Project will be released from the Security in accordance with Section 9.3.
- (c) Upon satisfying the conditions specified under 5.5(b), the relevant Designated Project will constitute an “**Approved Project Disposition**”, and the date on which the conditions specified in Section 5.5(b) have been satisfied will be the “**Release Date**” with respect to such Approved Project Disposition.

5.6 Lien Matters

If a Lien, other than a Permitted Lien, is registered against any of the Properties or any other Assets of the Projects and is not discharged within 10 Banking Days of the Applicable Borrower being notified or otherwise becoming aware of such registration or prior to the next Drawdown in accordance with Section 7.1(q), the Administrative Agent shall be entitled, in its sole discretion, to pay into court the amount required to effect removal of such Lien and the amount so paid shall be payable by the Applicable Borrower to the Administrative Agent on demand and bear interest in accordance with Section 3.5.

5.7 Deemed Representation

Each of the giving of any Advance Request which includes a request for an Advance and the acceptance by the Applicable Borrower of the proceeds of any Advance shall be deemed to constitute a representation and warranty by the Borrower that on the date of such Advance Request and on the date of any Advance being provided and after giving effect thereto, the conditions precedent set forth in this

Article 5 (other than any which have been waived in writing by the Lenders) shall have been satisfied, fulfilled or otherwise met as of such dates.

5.8 Conditions Solely for the Benefit of the Lenders and Agents

All conditions precedent to the entitlement of the Applicable Borrower to any Advance hereunder are solely for the benefit of the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders, and no other Person shall have standing to require satisfaction or fulfilment of any condition precedent or that it be otherwise met and no other Person shall be deemed to be a beneficiary of any such condition, any and all of which may be freely waived (in whole or in part) in writing by the Majority Lenders at any time the Majority Lenders deem it advisable to do so in their sole discretion.

5.9 No Implied Waiver

The making of any Advance without one or more of the conditions precedent set forth in this Article 5 having been satisfied, fulfilled or otherwise met shall not constitute a waiver by the Lenders of any such condition with respect to any subsequent Advance, and the Lenders reserve the right to require that each such condition be satisfied, fulfilled or otherwise met prior to the making of any subsequent Advances.

5.10 No Approval of Work

The making of any Advance hereunder shall not be deemed an approval or acceptance by Lender of any work, labour, supplies, materials or equipment furnished or supplied with respect to any Project.

ARTICLE 6 **REPRESENTATIONS AND WARRANTIES**

6.1 Representations and Warranties of the Obligors

Each Obligor represents and warrants as follows to the Administrative Agent, the Collateral Agent and the Lenders and acknowledges and confirms that the Administrative Agent, the Collateral Agent and the Lenders are relying upon such representations and warranties as an inducement to the entering into by them of this Agreement and to the making of Advances:

- (a) **Corporate Status.** Each Borrower has been formed and is existing as a partnership under the *Limited Partnerships Act* (Ontario) and has all necessary power and authority to cause the Projects to be constructed and operated and otherwise to conduct its business as presently conducted and, through its partners, to own or lease its properties and assets in each jurisdiction where such properties and assets are situated or such business is conducted. Each Borrower GP has been incorporated and is existing as a corporation under the *Business Corporations Act* (Ontario) and has been duly appointed as the general partner of the Applicable Borrower with full power and authority to bind the Applicable Borrower. Each Borrower GP is not a partner or general partner of any partnership or limited partnership other than certain of the Project Subsidiaries and does not hold any Equity Securities in any unlimited liability company. Each Subsidiary has been formed and is existing either as a limited partnership under the *Limited Partnerships Act* (Ontario) or as a corporation under the *Business Corporations Act* (Ontario) or the *Canada Business Corporations Act* and has all necessary power and

authority to construct and operate the applicable Project or Projects, as applicable, and otherwise to conduct its business as presently conducted and to own or lease its properties and assets in each jurisdiction where such properties and assets are situated or such business is conducted. Each Project GP has been incorporated and is existing as a corporation under the *Business Corporations Act* (Ontario) and has been duly appointed as the general partner of the applicable limited partnership with full power and authority to bind such limited partnership. Each Project Holdco LP has been formed and is existing either as a limited partnership under the *Limited Partnerships Act* (Ontario) or as a corporation under the *Business Corporations Act* (Ontario) and has all necessary power and authority to conduct its business as presently conducted and to own or lease its properties and assets in each jurisdiction where such properties and assets are situated or such business is conducted.

(b) **Organizational Structure.** The organizational structure and ownership chart attached hereto as Schedule 6.1(b) is true and correct and contains an organizational chart and complete and accurate descriptions of:

- (i) the Obligors' and their respective shareholders, partners, members or unitholders, as applicable;
- (ii) (x) each such Obligor's full and correct name (including any French and English forms of name), any predecessor name and the jurisdiction in which each such Obligor was formed, (y) the full address of each such Obligor's chief executive office, domicile and chief place of business and, if the same is different, the address at which the books and records of such Obligor are located, the address at which senior management of such Obligor are located and conduct their deliberations and make their decisions with respect to the business of such Obligor and the address from which the invoices and accounts of such Obligor are issued, and (z) the ownership interests in each of the Projects, including the authorized and issued capital of the Obligors and the registered (if applicable) and beneficial owners of such capital;
- (iii) the locations of all Collateral that constitutes real property or tangible personal property; and
- (iv) all Permitted Intercompany Debt.

Schedule 6.1(b) shall be updated from time to time by the Obligors such that the representations and warranties made in Section 6.1 are true and correct in all material respects on the dates that such representations and warranties are repeated as required pursuant hereto.

(c) **Power and Authority.** Each of the Obligors and Pledgors has, and had at the relevant time in respect of the Material Project Agreements, full power, capacity and authority to enter into and perform its obligations under the Financing Documents and the Material Project Agreements, and to do all acts and things and execute, deliver and perform its obligations under all documents as are required thereunder to be done, observed or performed by it in accordance with the terms thereof.

(d) **Authorization and Enforceability.**

- (i) The execution and delivery of this Agreement, each of the Financing Documents and each of the Material Project Agreements (other than those not yet entered into) and all documents, instruments and agreements required to be executed and delivered by the Obligors or the Pledgors pursuant to the Financing Documents or such Material Project Agreements, and the performance of their respective obligations under the Financing Documents and such Material Project Agreements, have been duly authorized by all necessary partnership or corporate action, as applicable, on the part of the Borrowers, Sponsor, the Pledgors or the Project Subsidiaries and by all necessary corporate action on the part of the Borrower GPs and each of the Financing Documents and each of such Material Project Agreements has been duly executed and delivered by the Borrowers, the Pledgors or the applicable Project Subsidiaries and constitutes a legal, valid and binding obligation of the Borrowers, the Pledgors or Project Subsidiary, as applicable, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.
- (ii) Each Borrower GP has the capacity and authority to enter into this Agreement and each other Financing Document to which the Applicable Borrower is a party and to bind the Applicable Borrower and to grant a Lien over all of the assets of the Applicable Borrower in accordance with the provisions of the Security Documents to which the Applicable Borrower is a party.
- (iii) Each of the Pledgors has the capacity and authority to grant a Lien over the equity in the Applicable Borrower in accordance with the provisions of the Security Documents to which each such Pledgor is a party.
- (iv) Each Borrower has the capacity and authority under each of the Project Partnership Agreements, the Project Shareholder Agreements and any other agreements governing the management and establishment of each Project and Applicable Law in respect of partnerships and limited partnerships to enter into the Material Project Agreements, this Agreement and each other Financing Document and to bind each Project Subsidiary and, through so doing, to grant a Lien over all of the assets of each Project Subsidiary in accordance with the provisions of the Security Documents to which any Project Subsidiary is a party.
- (e) **Conflict with Constating Documents and Agreements.** Neither the execution and delivery of this Agreement, the Financing Documents or the Material Project Agreements (other than those not yet entered into) nor the consummation by any Obligor of any of the transactions herein and therein contemplated, nor compliance by any Obligor with the terms, conditions and provisions hereof and thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of:
 - (i) the Limited Partnership Agreements, or the constating documents or by-laws of the Borrower GPs, any other Obligor or any Pledgor;
 - (ii) any resolution of the partners, shareholders, directors or any committee of directors of the Borrower GPs, any other Obligor or any Pledgor;

- (iii) the constating documents or by-laws of any of the Borrower GPs, any other Obligor or any Pledgor or any material agreement, instrument or arrangement to which any of the Borrower GPs, any other Obligor or any Pledgor or by which any of the Borrower GPs, any other Obligor or any Pledgor or their respective properties are, or may be, bound, or will constitute a default thereunder if such breach or default could reasonably be expected to have a Material Adverse Effect on the commitment or obligations of the Borrower GPs, any other Obligor or any Pledgor to satisfy their obligations to the Borrowers or the Project Subsidiaries, as the case may be;
 - (iv) any of the Material Project Agreements or any other agreement, instrument or arrangement to which a Borrower or a Project Subsidiary is a party or by which a Borrower or a Project Subsidiary or its properties are, or may be, bound, or will constitute a default thereunder, where such conflict, breach or default could reasonably be expected to result in a Material Adverse Effect, or will result in the creation or imposition of any Lien (other than as created in favour of the Collateral Agent and the Lenders or Permitted Liens) upon any of the properties or assets of any Obligor;
 - (v) any judgment or order, writ, injunction or decree of any court; or
 - (vi) any Applicable Law.
- (f) **Partnership and Ownership.** The only partners of the Borrowers are the respective Borrower GPs as the sole general partner and Sponsor as the sole limited partner. The Equity Securities of each Borrower are expressly designated as securities for the purposes of the STA. The only partners or owners of each Project Subsidiary are the Applicable Borrower (or wholly-owned subsidiaries of the Applicable Borrower) and/or the relevant Borrower GP, as applicable, except in the case of: (i) the First Nation Project Subsidiaries, in which case the only partners are the Applicable Borrower, the First Nation Holdcos and the First Nation GP Holdcos, as applicable; (ii) the Municipal Project Subsidiaries, in which case the only partners are the Applicable Borrower, the Municipal Holdcos and the Municipal GP Holdcos, as applicable; (iii) the Public Sector Project Subsidiaries, in which case the only partners or owners are the Applicable Borrower (or wholly-owned subsidiaries of the Applicable Borrower), the Public Sector Holdcos and the Public Sector GP Holdcos, as applicable, (iv) the Community Project Subsidiaries, in which case the only partners or owners are the Applicable Borrower (or wholly-owned subsidiaries of the Applicable Borrower), the Community Holdcos and the Community GP Holdcos, as applicable, and (v) Project Subsidiaries which hold pre-COD Projects, in which case the only partners or owners are the Borrower (or wholly-owned subsidiaries of the Applicable Borrower), a Pledgor that is required to pledge its interest in such Project Subsidiaries pursuant to this Agreement and any other Project Subsidiary which become Obligors in accordance with this Agreement. The Equity Securities of each Project Subsidiary are expressly designated as securities for the purposes of the STA.
- (g) **Capitalization.** As of the Second Restatement Date, Sponsor has made all Capital Contributions required to be made hereunder on or before the Second Restatement Date, and has irrevocably committed to each Borrower to make all remaining Capital Contributions to it no later than the date on which such Capital Contributions are required to be made hereunder. In respect of additional Capital Contributions required to

be made following the Second Restatement Date pursuant to this Agreement, each of such Capital Contributions has been made no later than the date on which it is required to be made hereunder.

- (h) **Third Party Consents.** All third party consents required with respect to (i) the execution and delivery by or on behalf of the Obligor of, and performance of their respective obligations under, the Financing Documents and the Material Project Agreements (as applicable), and (ii) the assignment and grant of the security interests by the Project Subsidiaries of and in the Material Project Agreements in accordance with the Security Documents, have been received and are in full force and effect.
- (i) **Liabilities.** No Obligor has any Debt except Permitted Debt.
- (j) **Delivery of Agreements, etc.** The copy of the Limited Partnership Agreements, the constating documents of the Borrower GPs each other Obligor and each Pledgor, and each of the Material Project Agreements, together with all amendments thereto certified by appropriate officers of the Applicable Borrower and delivered to the Administrative Agent or Collateral Agent, as applicable, are true and accurate and there are no outstanding proposals to amend any such documents except as permitted in Section 7.2(e). Each Borrower has delivered to the Administrative Agent copies of all Material Project Agreements.
- (k) **Material Agreements.**
 - (i) As at the date hereof, except for the Material Project Agreements, the Limited Partnership Agreements and the agreements set out in Schedule 6.1(k)(i) none of the Obligors is a party or otherwise subject to or bound or affected by any agreement the breach, non-performance or cancellation of which or the failure of which to renew would reasonably be expected to have a Material Adverse Effect.
 - (ii) Each of the Material Agreements is in full force and effect, unamended except as permitted by Section 7.2(e) or as described in Schedule 6.1(k)(i) and constitutes a valid and legally binding obligation of each of the parties thereto, enforceable against each such party in accordance with their respective terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court. All obligations and covenants set forth in the Material Agreements required to be met or complied with to the date hereof have been met or complied with except where non-compliance could not reasonably be expected to result in a Material Adverse Effect; and none of the Obligors nor to the knowledge of any of them, any other party to a Material Agreement, is in default under any of the Material Agreements where such default could reasonably be expected to result in a Material Adverse Effect and, except as disclosed to the Administrative Agent pursuant to Section 7.1(p), neither Borrower has received or given any notice of a default, disagreement or dispute under any of the Material Project Agreements (including any notice of an IESO Event of Default or a Supplier Event of Default).

- (iii) Each Project is being carried out, in all material respects, in compliance with the provisions of the Limited Partnership Agreements applicable to each relevant Project Subsidiary, and the Material Project Agreements and each Project has been duly authorised by the relevant Project Subsidiary and all necessary approvals for the relevant Project Subsidiary to enter into the Financing Documents and Material Project Agreements to which it is a party and perform and satisfy its obligations thereunder have been obtained.

(l) **PPAs.**

- (i) To each Borrowers' Knowledge, (A) all of the representations and warranties made in each PPA were true and correct when made, and (B) each of the representations and warranties made in each PPA would be true and correct if made by a Project Subsidiary when such representations and warranties were made;
- (ii) No portion of the Delivered Electricity of a Project is subject to any agreement or undertaking for the sale, delivery or conveyance thereof other than (A) the applicable PPA, (B) an agreement with a load customer relating to delivery of Contract Energy, (C) a sale of Contract Energy to the LDC pursuant to the Retail Settlement Code, or (D) such other agreement as may be required solely in order to comply with the provisions of the applicable PPA;
- (iii) Notice to Proceed, as defined in each PPA, has been issued pursuant to each PPA in respect of each Project; and
- (iv) Each Project Subsidiary is registered under the ETA and has provided notice in writing of its HST registration number to the IESO.

- (m) **Intellectual Property.** To each Borrowers' Knowledge, the intellectual property used in connection with each Project does not and will not infringe, and is not a misappropriation of, any third Person's intellectual property rights in Canada or to the knowledge of the Borrowers outside of Canada where such infringement could reasonably be expected to result in a Material Adverse Effect, and as of the date of this Agreement, to the knowledge of the Borrowers no allegations of infringement or notices of misappropriation have been issued by any Person regarding the intellectual property used in connection with the Project.

- (n) **Financial Statements and No Material Adverse Effect.** The consolidated financial statements of each Borrower most recently delivered to the Administrative Agent and the Lenders fairly present in all material respects the consolidated financial condition of the Borrower as at such date and their respective results of operations for the fiscal period then ended, in accordance with GAAP consistently applied. Since the date of such financial statements, there has been no event which could reasonably be expected to result in a Material Adverse Effect.

- (o) **Litigation.** Other than Claims claiming solely payment (whether by way of an amount owing, damages or otherwise) of an amount not exceeding \$500,000 in the aggregate, on the date hereof there are no actions, suits or proceedings pending or, to the best of the knowledge and belief of the Borrowers, threatened against or affecting the Project, any Obligor or any of their respective undertaking, property and assets, at law, in equity or

before any arbitrator or before or by any Governmental Authority in respect of which the Borrower has determined reasonably and in good faith could reasonably be expected to have a Material Adverse Effect and none of the Obligors is in default with respect to any Applicable Law or any order, writ, injunction or award of any Governmental Authority which could reasonably be expected to have a Material Adverse Effect.

- (p) **Licences, etc. and Compliance with Applicable Laws.** Except as set forth in Schedule 6.1(p) as of the date hereof, or after the date hereof as otherwise notified in writing to the Administrative Agent, all Authorizations and Environmental Permits required to enable each Project Subsidiary to carry on its business as now conducted by it and to site, build, operate, connect and maintain the applicable Project and to own, lease and operate its properties to the extent now required having regard to the present status of construction, operation, maintenance, use, occupancy or upkeep and to execute, deliver and perform its obligations under any Financing Documents or Material Agreement to which it is a party, have been duly obtained and are currently subsisting, in full force and effect, other than Authorizations which, if not obtained, would not reasonably be expected to have a Material Adverse Effect. The Obligors have complied in all respects with all terms and provisions presently required to be complied with by them in all such Authorizations and Environmental Permits and with all Applicable Laws and they are not in violation of any of the respective provisions thereof other than, in each case, any non-compliance or violation which would not reasonably be expected to have a Material Adverse Effect.

(q) **Environmental Matters.**

- (i) Except as disclosed in Schedule 6.1(q) as of the date hereof: (A) no Obligor and, to the best of the Borrowers' knowledge, no third party (including prior owners of the Properties or other Assets of a Borrower or a Project Subsidiary), has used, Released, generated, manufactured, produced or stored any Hazardous Substances at, upon, under, near, into or from the Properties, or transported any Hazardous Substances, in a manner that could reasonably be expected to give rise to any material liability under Environmental Law or to an Environmental Claim; (B) neither Borrower is aware of the presence of Hazardous Substances at, upon, under, near, in or from the Properties or other Assets of a Borrower or any Project Subsidiary except in material compliance with Environmental Law; (C) no Borrower has received notice of any Environmental Claim nor is aware of any facts or circumstances which could reasonably be expected to give rise to any Environmental Claim, material environmental liability, or material violation of Environmental Law; (D) the Project, the Properties and other Assets of the Borrowers or any Project Subsidiary comply in all material respects with Environmental Law and possess and are operated in compliance with all Environmental Permits; and (E) all Environmental Permits obtained and listed in Schedule 6.1(q)(i) hereto are valid and in full force and effect, and neither Borrower is aware of any facts or circumstances that could reasonably be expected to give rise to the revocation, cancellation, termination or suspension of any such Environmental Permit due to reason of non-compliance or otherwise; and
- (ii) Each Borrower has delivered to the Administrative Agent true and complete copies of all environmental audits, evaluations, assessments, studies or tests relating to any of the Projects of which the Applicable Borrower is aware.

- (r) **Aboriginal Matters.** No Borrower has received any notice of, and neither Borrower has knowledge of, any claim, assertion or demand, written or oral, whether proven or unproven, made by any aboriginal person or group, or any person acting on behalf of any aboriginal person or group in respect of aboriginal rights, aboriginal title, treaty rights or any other aboriginal interest in or in relation to all or any portion of any of the Projects or any of the Properties that would reasonably be expected to have a Material Adverse Effect and has delivered to the Administrative Agent and the Lenders all material correspondence, notices and other documents of which either Borrower is aware, from or involving any aboriginal person or group or any person acting on behalf of any aboriginal person or group relating to the Projects or the Properties.
- (s) **Ownership of Properties and Assets.** Each Borrower and each of the Project Subsidiaries owns its Assets with good and marketable title thereto. Neither Borrower nor any Project Subsidiary owns or leases any real property (other than the Properties) and is not bound by any agreement to own or lease any other real property.
- (t) **Leased Assets.** Except as set forth in Schedule 6.1(t), as of the date hereof, each Lease ranks prior to any freehold mortgage registered on the Property and is in good standing in all material respects and all amounts owing thereunder have been paid by the Applicable Borrower (or by the applicable Project Subsidiary) except any such amount the payment obligation in respect of which is in bona fide dispute for which adequate reserves are being maintained in accordance with GAAP or any lease which is not material to the operations of the Borrower or the applicable Project Subsidiary.
- (u) **Location of Business.** The property and Assets of each Borrower and each Project Subsidiary are located solely in the Province of Ontario and in no other place or places.
- (v) **No Default or Event of Default.** No Default or Event of Default has occurred and is continuing.
- (w) **No Action for Winding-Up or Bankruptcy.** There has been no voluntary or involuntary action taken either by or against any Obligor for winding-up, dissolution, liquidation, bankruptcy, receivership, administration or similar or analogous events in respect of an Obligor or all or any material part of its assets or revenues.
- (x) **Taxes.** Each Obligor has filed all tax returns which were required to be filed, paid all Taxes which are due and payable other than any Tax the payment of which is being contested in good faith and for which adequate reserves are being maintained in accordance with GAAP.
- (y) **Security.**
 - (i) The security constituted by the Security Documents constitutes a valid and perfected first ranking charge or Lien (subject to Permitted Liens) in favour of the Collateral Agent upon the interests of the Obligors in all of the Assets of the Obligors and its nominees, if applicable, including their leasehold interest in their respective Properties and each of the Material Project Agreements (excluding Excluded Assets), free and clear of all Liens except Permitted Liens. All necessary registrations, filings or recordings of the Liens granted pursuant to the Security Documents or notice or renewals thereof, have been made in all relevant jurisdictions and no further action is necessary in order to establish and

perfect the Liens in favour of the Collateral Agent over all of the Assets of the Obligors including their leasehold interests in their respective Properties and the Material Project Agreements. All partnership interests that are subject to a pledge or Security Interest pursuant to the Security Documents have been certificated and those certificates have been delivered to the Collateral Agent.

- (ii) The security constituted by the Security Documents constitutes a valid and perfected first ranking charge or Lien (subject to Permitted Liens) in favour of the Collateral Agent upon the interests of the Pledgors in all of the Assets of the Pledgors subject to the Security Documents, free and clear of all Liens except Permitted Liens. All necessary registrations, filings or recordings of the Liens granted pursuant to the Security Documents or notice or renewals thereof, have been made in all relevant jurisdictions and no further action is necessary in order to establish and perfect the Liens in favour of the Collateral Agent over all of the Assets of the Pledgors subject to the Security Documents.
- (z) **Subsidiaries.** The Borrowers have no Subsidiaries other than the Project Subsidiaries and the Project GPs and no investment or Equity Securities in any Person other than Permitted Investments. None of the Project Subsidiaries nor Project GPs has any Subsidiaries other than as disclosed in Schedule 6.1(z) or any investment or Equity Securities in any Person other than Permitted Investments.
- (aa) **Year-End.** The Fiscal Year end of each Borrower is December 31.
- (bb) **Insurance.** All policies providing cover for property damage including builder's all-risk, operational all-risk or all-risk inland or ocean cargo policies (including delay in start-up and, business interruption, as applicable), liability (including general, automobile, employers and pollution liability), and workers' compensation for PV electricity power projects and other forms of insurance owned or held by a Borrower and/or the applicable Project Subsidiaries are: (i) sufficient for compliance with all requirements of Applicable Law and the Material Agreements; (ii) are valid, outstanding and enforceable policies; (iii) provide adequate insurance coverage in at least such amounts and against at least such risks (but including in any event, public liability) as would be prudent for Persons engaged in similar businesses and owning similar properties and assets in the same general areas in which a Borrower operates; and (iv) satisfy the requirements of Schedule 5.3(h). All such policies are in full force and effect, all premiums with respect thereto have been paid in accordance with their respective terms, and no notice of cancellation or termination has been received with respect to any such policy. Neither a Borrower nor any Project Subsidiary maintains any formalized self-insurance program with respect to any Project, its Assets or operations or material risks with respect thereto, other than as consented to by the Lenders. As of the date hereof, the certificates of insurance to be delivered to the Administrative Agent and Collateral Agent pursuant to Section 5.1(g) contain accurate and complete descriptions of all policies of insurance owned or held by each Borrower on such date.
- (cc) **Expropriation.** To the knowledge of the Borrowers, no part of any real estate leased by any Project Subsidiary has been taken or expropriated by any Governmental Authority nor to the Borrowers' Knowledge has any written notice or proceeding in respect thereof been given or commenced nor is either Borrower aware of any intent or proposal to give any such notice or commence any proceedings.

- (dd) **Pension Plans.** No Obligor has established or maintains a Pension Plan.
- (ee) **Roads, etc.**
 - (i) All roads necessary for the full utilization of each Project for its intended purposes under the Material Project Agreements have either been completed or the necessary rights of way therefor have been acquired, or will be acquired in the ordinary course; and
 - (ii) all necessary easements, rights of way, agreements and other rights for the construction, interconnection and utilization of the distribution lines have been acquired, or will be acquired in the ordinary course;
 - (iii) in each case appropriate for such Project at its then given state of construction.
- (ff) **Sufficiency of Project Agreements.** Other than those that can be reasonably expected to be commercially available when and as required, each Project Subsidiary has all rights necessary:
 - (i) to secure any right material to the acquisition, leasing, development, construction, installation, completion, operation and maintenance of the relevant Project in accordance with all Applicable Laws, all without reference to any proprietary information not owned by such Project Subsidiary or available to the Applicable Borrower under the Material Project Agreements;
 - (ii) for such Project and to enable the Contract Facility to be located, constructed, operated and maintained on the Properties; and
 - (iii) to provide adequate ingress and egress for any reasonable purpose in connection with such Project under the Material Project Agreements.
- (gg) **Financial Model, Project Budget, etc.** The Borrowers have prepared the Financial Model and each Project Budget and are responsible for developing the assumptions on which the Financial Model and each Project Budget are based. Each of the Financial Model and Project Budget (i) is based on reasonable assumptions as to all legal and factual matters material to the estimates set forth therein, and (ii) is consistent with the provisions of the Material Project Agreements.
- (hh) **Construction of Projects.** To the Borrowers' Knowledge, all work done on each Project has been done in a good and workmanlike manner and in accordance with the Material Project Agreements, Prudent Utility Practices and all Applicable Laws.
- (ii) **Disclosure.** To the best knowledge of the Borrowers after due inquiry, as of the Second Restatement Date, neither this Agreement, nor any Financing Document nor any certificate furnished to the Administrative Agent and the Collateral Agent, any Lender or the Independent Engineer by a Borrower or on behalf of a Borrower, in connection with the transactions contemplated by this Agreement, the other Material Project Agreements, taking into account documentation furnished to the Administrative Agent and the Collateral Agent, the Lenders or to the Independent Engineer on or prior to the date hereof (such information to be taken as a whole, including updated or supplemented information), contains any untrue statement of a fact or omits to state a fact necessary in

order to make the statements contained herein or therein not materially misleading under the circumstances in which they were made at the time such statements were made. There is no fact known to a Borrower which, as of the Second Restatement Date, a Borrower has not disclosed to the Administrative Agent, the Collateral Agent or the Lenders in writing which could reasonably be expected to have a Material Adverse Effect.

(jj) **Sanctions/Anti-Corruption Representations.**

- (i) No Obligor nor their respective directors, officers, agents, employees and any Person acting for or on their behalf is named on any list of persons, entities, and governments issued by OFAC pursuant to the Terrorism Order that is or is owned or controlled by, or acting on behalf of persons that are: (i) the target of any economic or financial sanctions or trade embargos administered by the US Government, including, without limitation, OFAC, the US Department of the State, or other relevant Sanctions Authority (“**Sanctions**”), named on any Sanctions List, located, organized, or resident in a Sanctioned Country; or otherwise a Sanctioned Person, as in effect on the date hereof, or any similar list issued by OFAC (collectively, the “**OFAC Lists**”).
- (ii) No Obligor nor their respective directors their respective directors, officers, agents, employees and any Person acting for or on their behalf is a person or entity determined by the Secretary of the Treasury pursuant to the Terrorism Order to be owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in the OFAC Lists (“**Sanctioned Persons**”).
- (iii) No Obligor nor their respective directors any of their respective directors, officers, employees or agents have engaged in, nor are now engaged in any dealings or transactions with any Sanctioned Person that at the time of the dealing or transaction is or was a Sanctioned Person, in any manner that would reasonably be expected to result in any Secured Creditor being in breach of any Sanctions or becoming a Sanctioned Person.
- (iv) No Obligor nor any of its directors, agents or affiliates (i) has any of its assets in Sanctioned Persons; or (ii) derives any operating income from investments in or transactions with Sanctioned Persons or Sanctioned Countries.
- (v) None of the transactions contemplated hereby will violate (i) the United States Trading with the Enemy Act (12 U.S.C. 95a and 12 U.S.C. 95b, as amended), (ii) any of the foreign assets control regulations of the U.S. Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto (as amended, the “**Department of Treasury Rule**”), (iii) Executive Order No. 13224 (as amended, the “**Terrorism Order**”), or (iv) the Patriot Act, (v) Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), (vi) the Criminal Code (Canada), and (vii) the United Nations Act (Canada) (all of the foregoing and any other Federal laws of the U.S. and Canada relating to terrorism or money laundering, including regulations administered by OFAC, “**Anti-Terrorism Laws**”). No Obligor or controlled Affiliate of Sponsor or their respective directors, officers, agents, employees and

any Person acting for or on their behalf is a “blocked person” as described in Section 1 of the Terrorism Order or a Person described in the Department of the Treasury Rule. No Obligor nor any controlled Affiliate of Sponsor or their respective directors, officers, agents, employees and any Person acting for or on their behalf engages in any dealings or transactions, or is otherwise associated, with any such “blocked person” or any such Person described in the Department of Treasury Rule.

- (vi) No Obligor nor any controlled Affiliate of Sponsor and their respective directors, officers, agents, employees and any Person acting for or on behalf of any Obligor, acting in such capacity, are in compliance with the FCPA, CFPOA and any other applicable anti-bribery or anti-corruption law (“**Anti-Corruption Laws**”), and it and they have not made, offered, promised or authorized, whether directly or indirectly, any payment, of anything of value to a Government Official that all or some portion will be used for the purpose of: (i) influencing any act, decision or failure to act by a Government Official in such Person’s official capacity, (ii) inducing a Government Official to use such Person’s influence with a government or instrumentality or Governmental Authority to affect any act or decision of such government or instrumentality or Governmental Authority, or (iii) securing an improper advantage, in each case in order to obtain, retain or direct business.
- (vii) Each Obligor and any controlled Affiliate of Sponsor and their respective directors, officers, agents and employees are, with respect to actions conducted in such capacities, are in compliance with the FCPA, CFPOA and all other applicable Anti-Corruption Laws. No Obligor, nor any director, officer, agent or employee of any such party is aware of or has taken any action, directly or indirectly, that would result in a violation by any Obligor or their respective directors, officers, agents or employees of the FCPA, CFPOA or other applicable Anti-Corruption Law. Each Obligor maintains policies and procedures reasonably designed to promote and achieve continued compliance with the FCPA, CFPOA and all other applicable Anti-Corruption Laws.
- (viii) None of the proceeds of Advances will be used, directly or indirectly, for any payments to any Governmental Official or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage in violation of the FCPA or any other Anti-Corruption Law.
- (kk) **Regulation T, U or X.** No Obligor is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of any credit obtained hereunder have been or will be used for a purpose which violates, or would be inconsistent with, Regulation T, U or X of the F.R.S. Board. Terms for which meanings are provided in Regulation T, U or X of the F.R.S. Board or any regulations substituted therefor, as from time to time in effect, are used in this Section 6.1(kk) with such meanings.
- (ll) **Borrower; General Partner; Obligor Business.**

- (i) The sole business of each Borrower GP is being the general partner of the Applicable Borrower and it holds no assets other than the general partner unit(s) of the Applicable Borrower.
- (ii) The sole business of each Borrower is holding Equity Securities in its Project Subsidiaries and it holds no assets other than Equity Securities in the Project Subsidiaries.
- (iii) The sole business of each Project GP is being the general partner of a Project Subsidiary and each holds no assets other than the general partner unit(s) of the applicable Project Subsidiary.
- (iv) The sole business of the Project Subsidiaries is constructing, owning and operating the Projects and they hold no assets other than in connection with the applicable Project(s).
- (mm) **Employees.** No Obligor has any employees.
- (nn) **Utilities.** All utility services necessary for the construction and the operation of each of the Projects for its intended purposes are available at the Sites or will be so available as and when required upon commercially reasonable terms.
- (oo) **Force Majeure.** As at the date hereof, except as disclosed in
- (pp) Schedule 6.1(oo) none of the Projects, the business nor the properties of any of the Obligors nor (to any Obligor's knowledge) any of the IESO or any applicable LDC, have been materially adversely affected by any event of Force Majeure.
- (qq) **Community Eligibility.** Subject to Section 7.3, each of the Community Projects has a Community Participation Level greater than the minimum level required by Applicable Law and has met the Target Qualifying Membership; and each of the Community Project Subsidiaries continues to qualify as a Community Investment Member and each of the Community Projects continues to qualify as a Community CCSA Project, if applicable. Each of the First Nation Projects has an Aboriginal Participation Level no less than the level was at the time the applicable First Nation Project First became subject to the terms of this Agreement; and each of the First Nation Projects continues to qualify as an Aboriginal Participation Project.
- (rr) ***Intentionally Deleted.***
- (ss) **Management Fees.** Any other management fees as disclosed in the Project Budget and the Financial Model or otherwise permitted by the Lenders, acting reasonably and except with respect to Restricted Payments permitted pursuant to Section 7.2(j) no Obligor is a party to or bound by any contract or commitment to pay any royalty, licence fee, development fee, management fee or other similar fee or payment in connection with any of the Projects.
- (tt) **Curtailment.** None of the Projects is connected to the grid at transmission voltage. Each Project will at its COD be connected at distribution voltage level. None of the Projects is, as at the Second Restatement Date, required to be a "registered market participant" under the IESO Market Rules.

- (uu) **Key-Men.** All of the Persons referred to in the definition “Triggering Key-Man Event” are a principal, officer or employee of Grasshopper Solar Corporation, the Sponsor or Holdco.

The representations and warranties set out in this Section 6.1 shall survive the execution and delivery of this Agreement and the making of any Advances notwithstanding any investigations or examinations which may be made by the Lenders, the Administrative Agent, the Collateral Agent, their advisors or their counsel.

ARTICLE 7 **COVENANTS**

7.1 Affirmative Covenants

Each Obligor covenants and agrees with the Administrative Agent, the Collateral Agent and the Lenders (and as set forth below, the Collateral Agent) that, unless the Lenders otherwise consent in writing, so long as the Lenders have any obligation to make any of the Facilities available, any Advances are outstanding or a Borrower has any obligations under this Agreement:

- (a) **Financial Reporting.** The Borrowers shall deliver, or cause to be delivered, to the Administrative Agent and each of the Lenders:
- (i) within 60 days after the end of each fiscal quarter of the Applicable Borrower in each Fiscal Year, commencing with the fiscal quarter ending June 30, 2023, the unaudited consolidated financial statements of the Applicable Borrower and unconsolidated for each Project Subsidiary prepared in accordance with GAAP consisting of a balance sheet, a statement of income and a statement of changes in cash flows for the period commencing with the end of the previous fiscal quarter and ending with the end of such fiscal quarter, together with the figures for the year-to-date and setting forth, in each case, in comparative form, the figures for the corresponding portion of the previous Fiscal Year;
 - (ii) within 120 days after the end of each Fiscal Year of the Applicable Borrower (commencing with the Fiscal Year ending December 31, 2023), the audited consolidated financial statements of the Applicable Borrower for such year prepared in accordance with GAAP consisting of a balance sheet, a statement of income and a statement of changes in cash flows, setting forth the corresponding figures for the previous Fiscal Year in comparative form, together with the report thereon of an independent auditor, being KPMG Canada or another independent auditor approved by the Lenders in writing;
 - (iii) together with the financial statements delivered pursuant to Sections 7.1(a)(i) and (ii), a certificate of an officer of the Applicable Borrower to the effect that (A) the information contained in such statements is prepared and presented in accordance with GAAP as then in effect and in a manner consistent with the past practices of the Borrowers, and that such financial statements are accurate and complete in all material respects, subject to normal year-end audit adjustments in the case of unaudited financial statements, and present fairly in all material respects the results of operations and changes in the financial position of the Applicable Borrower, as of and to the date of such financial statements and (B) stating that the Applicable Borrower is in compliance with the covenants set

forth in Article 7, (C) providing a calculation of compliance with the financial covenants set forth in Section 7.3 as of the most recent date on which such financial covenants are required to be calculated, (D) that each of the representations and warranties of the Applicable Borrower set forth in Section 6.1 is true and correct in all material respects by reference to the facts and circumstances existing on the date of such certificate unless stated to be made as of a specified date, which date is acceptable to the Administrative Agent (or specifying inaccuracies therein), (E) that no Default or Event of Default has occurred and is continuing (or specifying such non-compliance or Default or Event of Default and stating what action, if any, the Applicable Borrower is taking in connection therewith) and (F) providing details of any Restricted Payments and a calculation of compliance with the financial ratio set forth in Section 7.3 after giving effect to such Restricted Payments; and

- (iv) any such reports delivered or filed by the Applicable Borrower with the Administrative Agent shall be considered for informational purposes only and the Administrative Agent's receipt of such reports shall not constitute notice or actual knowledge of any information contained therein or determinable from information contained therein, including the Applicable Borrower's compliance with any of its covenants hereunder (as to which the Administrative Agent is entitled to rely exclusively on an officer's certificate).
- (b) **Project Budget.** Each Borrower shall deliver to the Administrative Agent annually at least 30 days before the end of the Borrower's Fiscal Year, an updated Project Budget for the following four quarter period that shall, *inter alia*:
 - (i) contain a detailed breakdown of all obligations undertaken by the Obligors in respect of each Project;
 - (ii) contain a detailed breakdown of Project Revenues on a Portfolio, Project Subsidiary and Project-by-Project basis, including electricity production (if applicable) on a monthly basis;
 - (iii) contain a detailed breakdown of Operating Expenses on a Portfolio, Project Subsidiary and Project-by-Project basis;
 - (iv) contain details of any Capital Expenditures on a Portfolio, Project Subsidiary and Project-by-Project basis;
 - (v) other than to an immaterial extent, reflect the differences between the matters set out in such Project Budget and the current Project Budget; and
 - (vi) *Intentionally Deleted.*
- (c) **Reports under MSA Agreements.** Each Borrower will deliver to the Administrative Agent and the Technical Agent a copy of all annual reports and Annual Budgets (as such term is defined in each MSA) specified in each MSA Agreement and other monthly service reports and monthly operating data and reports on material malfunctions and emergencies received by it or the Project Subsidiaries from the MSA Contractor under the applicable MSA Agreements within five Banking Days of receipt by the Borrower of

the same. Each Project Subsidiary shall deliver the final operations and maintenance manual for its Project to the Lenders and any amendments or variations thereof.

- (d) **Operating Status Reports.** The Applicable Borrower shall deliver to the Administrative Agent:
- (i) a quarterly operating status report within 20 days after the end of each fiscal quarter attesting to the following matters on a Portfolio and Project Subsidiary basis:
 - (A) average percentage availability during the previous quarter;
 - (B) number of MW hours produced during the previous quarter;
 - (C) details of any curtailment orders received during the previous quarter;
 - (ii) a quarterly financial report within 45 days after the end of each calendar quarter attesting to the following matters on a Portfolio and Project Subsidiary basis:
 - (A) a statement of Project Revenues received in the previous quarter;
 - (B) a statement of Operating Expenses incurred in the previous quarter;
 - (C) a statement of Capital Expenditures made in the previous quarter;
 - (D) a statement of major maintenance expenses incurred in the previous quarter, including major maintenance expenses paid for with amounts drawn from the Major Maintenance Reserve Account;
 - (E) a statement of operating cash flows in the previous quarter;
 - (F) a statement certifying compliance with the Supply Requirements;
 - (G) a statement certifying that no Adverse MicroFIT Event has occurred; and
 - (H) a comparison of the figures above as against the Project Budget for (I) the previous quarter, and (II) the then applicable year-to-date period;
 - (iii) an annual operating status report within 30 days after the end of each calendar year attesting to the matters set out in Section 7.1(d)(i)(A) through Section 7.1(d)(i)(C) above on a Project-by-Project basis, along with a comparison of those figures as against the Project Budget for such year;
 - (iv) within 10 Banking Days of each DSCR Calculation Date, the Applicable Borrower shall deliver to the Administrative Agent an Officer's Certificate attesting to: (x) the balances on deposit in each of the Accounts, and (y) calculations of the DSCR for the 12-month period preceding that DSCR Calculation Date (a "**DSCR Calculation Certificate**");
 - (v) within 10 days of each calendar month, the Borrowers shall deliver to the Administrative Agent, the Collateral Agent and the Technical Agent (1)

month-end bank statements and cheque ledgers of the Petty Cash Account, the Lease Payment Account and the Residential Trust Accounts, each in form and substance reasonably satisfactory to the Administrative Agent (at the direction of the Lenders) and the Technical Agent.

- (e) **Material Deviation Report.** In respect of the Portfolio and of each Project, in the event of any deviation of greater than 20% from the Original Project Budget in respect of total revenues, total expenses and total costs for the calendar year, within 10 days of the occurrence of such deviation, the Borrowers shall deliver to the Administrative Agent a report attesting to the following matters:
 - (i) a narrative description of the deviation (including the reasons for such deviation);
 - (ii) the aggregate amount and source(s) of such deviation; and
 - (iii) the steps the Borrowers are proposing to take to address such deviation.
- (f) **Participation Project Reports.**
 - (i) Subject to Section 7.3, within (A) 10 Banking Days following receipt by a Borrower of the following from the applicable Community Project Subsidiary, or (B) if not otherwise delivered within the previous 12 months, 30 days after the end of each Fiscal Year, the Applicable Borrower or the applicable Community Project Subsidiary shall deliver to the Administrative Agent a written report with details specifying: (i) the Community Participation Level in respect of the Community Projects (on a Project Subsidiary specific basis) as of the last day of that Fiscal Quarter and (ii) a breakdown of the number of Qualifying Members for each Project, and in each case, together with a comparison to the corresponding figures for the prior Fiscal Quarter.
 - (ii) Within (A) 10 Banking Days following receipt by the Applicable Borrower of the following from the applicable First Nation Project Subsidiary, or (B) if not otherwise delivered within the previous 12 months, 30 days after the end of each Fiscal Year, the Applicable Borrower or the applicable First Nation Project Subsidiary shall deliver to the Administrative Agent a written report with details specifying the Aboriginal Participation Level in respect of the First Nation Projects as of the last day of that Fiscal Quarter, together with a comparison to the corresponding figures for the prior Fiscal Quarter.
 - (iii) Within (A) 10 Banking Days following receipt by the Applicable Borrower of the following from the applicable Municipal Project Subsidiary or Public Sector Project Subsidiary, or (B) if not otherwise delivered within the previous 12 months, 30 days after the end of each Fiscal Year, the Applicable Borrower or the applicable Municipal Project Subsidiary or Public Sector Project Subsidiary shall deliver to the Administrative Agent a written report with details specifying the Municipal or Public Sector Entity Participation Level in respect of the Municipal Projects or the Public Sector Projects, as applicable, as of the last day of that Fiscal Quarter, together with a comparison to the corresponding figures for the prior Fiscal Quarter.

- (g) **Maintaining Adequate Community Participation.** Subject to Section 7.3, if, in relation to any Community Project: (i) the number of Qualifying Members is at any time fewer than the Target Qualifying Membership, the Applicable Borrower and the applicable Community Project Subsidiary shall use commercially reasonable efforts to add additional Qualifying Members as is necessary to meet or exceed the Target Qualifying Membership; and (ii) the Community Participating Level at any time falls below the level required by Applicable Law or fails to meet the Target Qualifying Membership, the Applicable Borrower and the applicable Community Project Subsidiary shall use commercially reasonable efforts to restore the Community Participation Level to greater than the level required by Applicable Law plus an additional 10 Qualifying Members (but only an additional five Qualifying Members in the case of the LDREC Project).
- (h) **Maintaining Adequate Aboriginal Participation.** If, in relation to any First Nation Project, the Aboriginal Participation Level at any time falls below the level the related First Nation Project was when it First became subject to the terms of this Agreement, the Borrowers and the applicable First Nation Project Subsidiary shall use commercially reasonable efforts to restore the Aboriginal Participation Level to such initial level.
- (i) **Status.** Subject to Section 7.2(a), (i) each Borrower will remain a limited partnership formed under the laws of Ontario and qualified in all material respects to carry on business in each jurisdiction where necessary to conduct its business, (ii) each Borrower GP will remain a corporation duly incorporated or organized and validly subsisting under the laws of Ontario, registered or otherwise qualified in all material respects to carry on business in each jurisdiction where necessary to conduct its business; and (iii) each Project Subsidiary will remain a limited partnership or corporation, as applicable, formed under the laws of Ontario and qualified in all material respects to carry on business in each jurisdiction where necessary to conduct its business.
- (j) **Prompt Payment.**
 - (i) Each Obligor will duly and punctually pay all sums of money due and payable by it under, and otherwise perform the terms of this Agreement, the Material Project Agreements and all other Financing Documents at the time and place and in the manner provided herein and therein.
 - (ii) If an Obligor fails to make a lease payment to a homeowner in respect of a MicroFIT Project (a “**Lease Payment**”), each Obligor acknowledges and agrees that the Lenders may step-in and make such Lease Payment on such Obligor’s behalf whether or not an Event of Default is triggered as a result of non-payment of such Lease Payment. If the Lenders make a Lease Payment on an Obligor’s behalf, such corresponding amount with interest thereon charged at a rate equal to the Applicable Margin shall be added to the amount of Advances outstanding and are fully indemnifiable in accordance with Section 12.2.
- (k) **Accounts.** Each Borrower shall, and shall cause the Project Subsidiaries to, maintain all Accounts and deposit all funds received (including all funds received from the IESO or an LDC) into such Accounts in accordance with Article 8.

- (l) **Use of Proceeds.** Each Borrower shall use the proceeds of Advances solely for the purposes specified in Section 2.3.
- (m) **Maintenance of Assets.** Each Obligor will maintain and preserve all of its Assets that are necessary for the conduct of its business in good working order and condition, ordinary wear and tear excepted, in accordance with prudent industry standards (including Prudent Utility Practices).
- (n) **Defend Title.** Each Obligor will defend the title of its Assets against the claims and demands of all Persons other than the Administrative Agent, the Collateral Agent and the Lenders, except where failure to do so would not have Material Adverse Effect.
- (o) **Notice of Event of Default.** Each Borrower will deliver to the Administrative Agent, forthwith upon becoming aware of any Adverse MicroFIT Event, Default or Event of Default, an Officer's Certificate specifying such Adverse MicroFIT Event, Default or Event of Default together with an Officer's Certificate setting forth details of such Adverse MicroFIT Event, Default or Event of Default and the action which has been, or is proposed to be, taken with respect thereto.
- (p) **Other Notifications.** The Applicable Borrower shall promptly provide the Administrative Agent with a copy of any report of the Independent Engineer made available to the Applicable Borrower which has not already been made available to the Administrative Agent and shall notify the Administrative Agent of (and if applicable provide to the Administrative Agent copies of such documents):
 - (i) any change in the name or jurisdiction of incorporation or organization of any Obligor or Sponsor and of any change in the location of the registered office or chief executive office or material assets of either of them which are subject to a Lien in favour of the Collateral Agent for the benefit of the Secured Creditors promptly and in any event at least five Banking Days prior to any such change;
 - (ii) any actions, suits or proceedings of which it becomes aware which are pending against or, to the best of its information, knowledge and belief, affecting an Obligor or any of their respective undertaking, property and assets at law, in equity or before any arbitrator or before or by any Governmental Authority in respect of which the Applicable Borrower determines acting reasonably and in good faith which could reasonably be expected to have a Material Adverse Effect, promptly and in any event within three Banking Days of becoming so aware;
 - (iii) any proposed material amendment to a Material Agreement or the Plans and Specifications, promptly and in any event at least ten Banking Days prior to such amendment being entered into;
 - (iv) the occurrence of any event resulting in Force Majeure under any of the PPAs or any similar event under any of the other Material Project Agreements, promptly and in any event within three Banking Day of becoming aware of such event;
 - (v) any material damages set-offs, or penalties assessed pursuant to any PPA;

- (vi) a material document, notice or other form of written communication to the IESO pursuant to the terms of any of the PPAs concurrently with the delivery thereof to the IESO including, if any of the Projects has attained COD where less than 100% of the Contract Capacity for such Project is available to Deliver Electricity, a copy of all documents and certificates delivered in connection with Section 2.6(d) of each of the PPAs;
- (vii) any notices material to the applicable Project received from the IESO or an LDC pursuant to a PPA or a Connection Agreement (other than a notice referred to in Section 7.1(nn), which will be governed by that Section), promptly and in any event within three Banking Days of receipt thereof;
- (viii) the setting off of any amounts owed by the IESO to a Project Subsidiary against any amounts owed by such Project Subsidiary to the IESO;
- (ix) the occurrence of any proceeding for the expropriation of any Assets of a Borrower or any Project Subsidiary, promptly and in any event within three Banking Days of becoming aware of such event;
- (x) any cancellation or material change in the terms, coverages or amounts of any insurance described in Schedule 5.3(h), promptly and in any event within three Banking Days of becoming aware of such change;
- (xi) any dispute, alleged default or event which could cause or which could permit any Person to terminate a Material Agreement, promptly and in any event within three Banking Days of becoming aware of such event, unless notice thereof has previously been delivered pursuant to Section 7.1(nn);
- (xii) any material change or amendment to the Project Budget promptly and in any event within three Banking Days of becoming aware of such event;
- (xiii) any default under, or notice of default received or issued by an Obligor under, any of the Material Project Agreements, setting forth the details of the same and the action that the Applicable Borrower has taken and proposes to take with respect thereto, promptly but in any event within three Banking Days after such Obligor obtains knowledge or becomes aware thereof, unless notice thereof has otherwise been previously been delivered pursuant to Section 7.1(nn);
- (xiv) any event which has caused a Material Adverse Effect setting forth the details of the same and the action that the Applicable Borrower has taken and proposes to take with respect thereto, promptly but in any event within three Banking Days after any Obligor obtains knowledge or becomes aware thereof;
- (xv) promptly (but in any event within five Banking Days thereof) notice of the receipt by an Obligor of any allegations of infringement or receipt of any notice of misappropriation being issued by any Person regarding any intellectual property used in connection with a Project;
- (xvi) such other matters or information respecting the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrowers or

the Projects as the Administrative Agent or the Lenders may from time to time reasonably request; and

- (xvii) upon any Borrower, the First Nation Project Subsidiary, or a Community Project Subsidiary being required to provide a “Notice of Decrease” to the IESO under the applicable PPA.
- (q) **Notice of Liens.** Promptly upon receipt of written notice of or otherwise becoming aware that there is a preserved or perfected Lien (other than a Permitted Lien) against a Project or part thereof, or upon receiving notice from the Administrative Agent that the Administrative Agent, the Collateral Agent or a Lender has received “written notice of a lien” (as that term is defined in the CLA) relating to a Project, the Applicable Borrower shall discharge or cause to be discharged such lien or cause to be withdrawn such “written notice of a lien”, in either case as soon as reasonably possible and in any event prior to the next Drawdown of an Advance. For the avoidance of doubt, nothing herein shall require the Administrative Agent or Collateral Agent to file financing statements, financing change statements, or continuation statements, or be responsible for maintaining the security interests purported to be created as described herein (except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder or under any other Financing Document) and such responsibility shall be solely that of the Applicable Borrower.
- (r) **Compliance with Applicable Laws.** Each Project Subsidiary shall comply, and shall use its best efforts to cause the MSA Contractor to comply (with respect to its Project and the relevant MSA Agreement) with all Applicable Laws, except in each case where any non-compliance could not reasonably be expected to have a Material Adverse Effect.
- (s) **Necessary Authorizations.** Each Obligor shall obtain (as and when required), maintain in full force and effect and, where applicable, renew and comply in all material respects with the terms of all material Authorizations from, and make such filings with, any Governmental Authority as may be necessary to carry on each Project and its business, to own, lease and operate its properties and to enable it to enter into and perform its obligations under each of the Financing Documents and each of the Material Agreements and to render each Financing Document and each Material Agreement legal, valid, binding and enforceable.
- (t) **Environmental.** Each Project Subsidiary shall, and shall use its best efforts to cause the MSA Contractor to: (i) at all times ensure material compliance with Environmental Law; (ii) not to Release any Hazardous Substances at, on, under or from the Properties or other Assets of a Borrower, or any Project Subsidiary, nor to permit same, at any time in material violation of Environmental Law; (iii) promptly notify the Administrative Agent of: (A) any Release of any Hazardous Substances at, on, under or from the Properties or other Assets of the Borrowers or any Project Subsidiary in material violation of any Environmental Law; (B) any Environmental Claim received by a Borrower or any Project Subsidiary of or relating to any actual or alleged material violation of any Environmental Law; and (C) any facts or circumstances which could reasonably be expected to give rise to a material Environmental Claim, material compliance costs, material remedial action or material breach of any Environmental Law; (iv) remove promptly any Hazardous Substance from the Properties or other Assets of the Borrowers or any Project Subsidiary where failure to do so could reasonably be expected to have a Material Adverse Effect; (v) provide the Administrative Agent and the Lenders with any

assessment and/or audit report if such report has been required or requested by any Governmental Authorities; and (vi) permit the Administrative Agent and the Independent Engineer, acting reasonably, at the expense of Lenders or, if the Applicable Borrower fails to provide related the assessment or audit report pursuant to (v) above, at the expense of the Borrowers, to conduct such investigations, assessments or audits as the Administrative Agent or the Independent Engineer in its reasonable discretion deems appropriate to determine whether: (I) Hazardous Substances exist at, on, under or near any part of the Properties or other Assets of the Borrowers not in compliance with Environmental Law and to determine the source, quantity and type of such Hazardous Substances, if any; and (II) the relevant Project, the Properties or other Assets of the relevant Obligor or any activities conducted at such properties comply with Environmental Laws, and the Applicable Borrower shall cooperate with the Administrative Agent and the Independent Engineer in conducting such investigations, assessments and audits. Waiver or amendment of this covenant (t) requires consent of the Collateral Agent if such waiver or amendment could reasonably be expected to result in, or increase the risk of, liability to the Collateral Agent.

(u) Insurance.

- (i) Each Borrower shall maintain all insurance requirements specified in Schedule 5.3(h) and will maintain the insurance that is required in any Project Agreement and shall cause the Collateral Agent, for its own benefit and for the benefit of the Secured Creditors, to be endorsed as the first loss payee with respect to the Projects on such policies of insurance for loss of property and any resulting loss of revenues in respect of all of its property and endorsed to include the Administrative Agent, the Collateral Agent, the Lenders and their successors and assigns, as additional insureds under all liability (with the exception of any workers' compensation and automobile liability) policies, and with a waiver of subrogation in favour of the Administrative Agent, the Collateral Agent and the Lenders under all insurance specified in Schedule 5.3(h) (excluding automobile liability and workers compensation). Each Borrower shall comply with all covenants contained in Schedule 5.3(h). Waiver or amendment of the requirements contained in Schedule 5.3(h) shall require consent of the Administrative Agent and the Technical Agent.
- (ii) Annually, on or about each anniversary of the Second Restatement Date, the Applicable Borrower shall cause the Insurance Advisor to deliver to the Collateral Agent an insurance compliance certificate confirming that all insurance required pursuant to Schedule 5.3(h) remains in full force and effect and that all premiums then due thereon have been paid.

(v) Visitation and Inspection Rights.

- (i) The Borrowers and each Project Subsidiary shall permit the Administrative Agent, the Lenders (including their appointed auditors or other advisors) and the Independent Engineer, at any reasonable time or times, within normal business hours, following reasonable notice to the Applicable Borrower and each Project Subsidiary to conduct an Annual Inspection. Each Borrower agrees to reimburse the Administrative Agent, Lenders (including their appointed auditors or other advisors) and the Independent Engineer for its out-of-pocket costs and expenses relating to (i) one such Annual Inspection each calendar year after the Second

Restatement Date, provided that the total maximum amount to be reimbursed to all parties by the Applicable Borrower or Project Subsidiary is in aggregate \$65,000 per Annual Inspection, payable for the first two such Annual Inspections only and (ii) all such visits for so long as a Default or Event of Default is in effect. In the event an Annual Inspection reveals any material deficiencies or errors by the Borrowers, the cost of rectifying such material deficiencies and errors shall be at the Borrowers' cost over and above the \$65,000 cap set out above. In the event an Annual Inspection is conducted at the cost of the Administrative Agent or the Lenders and such inspection reveals material deficiencies or errors by the Borrowers, the Borrowers will reimburse the Administrative Agent or Lenders, as applicable, for the cost of such inspection up to \$65,000 and the cost of rectifying such material deficiencies and errors shall be at the Borrowers' cost.

- (ii) The Borrowers and each Project Subsidiary shall permit the Independent Engineer and any other authorized representatives of the Administrative Agent and the Lenders, upon reasonable prior written notice and at reasonable times, to carry out technical inspections of a particular Project; provided that such inspections shall be carried out in a manner that does not unreasonably disrupt such Project and are in compliance with all generally applicable health, safety and security procedures and Applicable Law.
- (iii) The Administrative Agent and the Lenders shall use reasonable commercial efforts to minimize the disruption to the operation of each Project in the exercise of its rights under the provisions of this Section 7.1(v), and shall, respectively, indemnify the Borrowers for any claims, losses, liabilities, suits and damages arising from damage to tangible property or bodily injury caused by the Administrative Agent or the Lenders as the case may be and its or their respective officers, employees, agents and contractors, other than the Independent Engineer.
- (w) **Keeping of Books.** The Borrowers and each Project Subsidiary shall keep proper books of record and account, in which full and correct entries shall be made of all financial transactions and the assets and business of the Borrowers and each Project Subsidiary in accordance with GAAP consistently applied.
- (x) **Compliance with Material Project Agreements and Other Material Agreements.** Each Borrower and each Project Subsidiary shall comply in all respects and perform its obligations under all Material Project Agreements to which it is a party and the Borrowers and each Project Subsidiary shall comply in all respects and perform its obligations under all other Material Agreements to which it is a party except if the non-compliance or non-performance of obligations thereunder could reasonably be expected to have a Material Adverse Effect.
- (y) **Enforcement of Material Project Agreements.** Subject to Section 7.2(dd), each Borrower and each Project Subsidiary shall, when it is in the best interest of a Project to do so, enforce all of its rights and remedies under each of the Material Project Agreements to which it is a party in accordance with the terms thereof.
- (z) **PPAs.** As required by the IESO pursuant to a PPA:

- (i) the Applicable Borrower shall ensure with respect to each Project that the IESO is satisfied that no portion of the Contract Energy or Related Products is subject to any agreement or undertaking for the sale, delivery or conveyance thereof other than (A) the PPA, (B) an agreement with a load customer relating to delivery of contract energy, or (C) a sale of contract energy to the LDC pursuant to the Retail Settlement Code; and
 - (ii) the Applicable Borrower shall ensure with respect to each Project that at all times the relevant Project Subsidiary is registered under the ETA and that the IESO has notice in writing of such Project Subsidiary's HST registration number.
- (aa) **New Material Agreements.** If any Obligor enters into a Material Agreement after the Second Restatement Date, such Obligor will, at least 15 Banking Days prior to entering into such Material Agreement, ensure that the form and substance of such proposed Material Agreement is satisfactory to the Administrative Agent, acting reasonably, and, upon execution and delivery of such Material Agreement, shall provide a copy thereof to the Administrative Agent, together with a specific assignment, and any consent required to permit such Obligor to assign by way of security, any such Material Agreement to the Collateral Agent for the benefit of the Secured Creditors. For avoidance of doubt, any new Agreement shall not be deemed to be a Material Agreement if it requires in the aggregate payment by such Obligor of less than \$250,000 in any Fiscal Year.
- (bb) **Cooperation.** Subject to appropriate confidentiality agreements being entered into if required, each Obligor at all times shall cooperate fully with the Independent Engineer and with any other consultant appointed by the Administrative Agent from time to time in supplying all information and performing all necessary acts in order to permit the Independent Engineer and any other consultant to prepare and deliver any report reasonably requested by the Administrative Agent in a timely fashion and in compliance with the requirements for any such report.
- (cc) **Use of Insurance Proceeds.** If an Obligor receives proceeds from policies of insurance ("**Insurance Proceeds**") in respect of any of its Assets in respect of which a Security Interest has been granted pursuant to the Security Documents, as a result of one or more insurable events during the term of this Agreement, a Borrower or the Project Subsidiary, as applicable, shall forthwith deposit or cause such proceeds to be applied as follows:
 - (i) if the aggregate amount of Insurance Proceeds received at such time is less than the Insurance Threshold and no Default or Event of Default is then in effect (except for any Default or Event of Default related to the event giving rise to the Insurance Proceeds), to be used, or committed to be used, to repair or replace the Assets in respect of which the insurance proceeds were received with any balance remaining thereafter to be deposited to the Borrower Revenue Account;
 - (ii) if the aggregate amount of Insurance Proceeds received at such time is greater than the Insurance Threshold and no Default or Event of Default is (except for any Default or Event of Default related to the event giving rise to the Insurance Proceeds), such proceeds shall be used, or committed to be used, unless otherwise agreed by the parties but provided there is sufficient insurance to rebuild and cover replacement revenue to meet DSCR during the reconstruction period, to repair or replace the Assets in respect of which the insurance proceeds

were received with any balance remaining thereafter to be deposited to the Borrower Revenue Account. Any excess proceeds remaining may be transferred upon request by a Borrower to the Administrative Agent, as applicable, to the Borrower Revenue Account to be applied in accordance with Section 8.15; and

- (iii) if a Default or Event of Default is then in effect (except for any Default or Event of Default related to the event giving rise to the Insurance Proceeds) and if so required by the Lenders, all Insurance Proceeds shall be applied to the repayment of the Term Facility pursuant to Section 2.5(c)(i).
- (dd) **Perfection of Security.** Each Obligor shall provide the Collateral Agent with such assistance and do such things as may be required or as the Collateral Agent may from time to time reasonably request so that the Security Documents will be and remain registered, recorded or filed from time to time in such manner and in such places as may in the reasonable opinion of the Collateral Agent (or the Administrative Agent, as the case may be) be necessary to perfect the Liens constituted thereby.
- (ee) **Ranking.** Each Borrower shall ensure that the Obligations under the Financing Documents at all times shall rank as senior secured obligations in priority in right of payment to all other obligations of the Borrowers (other than those obligations that are secured only by one or more Permitted Liens).
- (ff) **Hedging.** The Borrowers shall enter into and thereafter maintain the Secured Hedge Agreements with the Hedge Banks in compliance with the Required Hedging Program. If the Hedge Bank is unable or unwilling to enter into a Hedge Arrangement required in order to comply with the Required Hedging Program, the Hedge Bank shall work with the Borrowers to find a replacement Hedging Arrangement provider and to ensure that any such Hedging Arrangement provider will participate in the Security with the Secured Creditors as a Secured Creditor and be entitled to distributions in accordance with Section 10.5 following an Event of Default.
- (gg) **Intellectual Property.** Each Borrower and each Project Subsidiary shall maintain in full force and effect all material intellectual property rights of the Borrowers necessary for each Project, and use reasonable efforts to maintain in full force and effect licences for other intellectual property rights required for such Project.
- (hh) **Repair.** If any part of any Contract Facility is damaged or destroyed, if reconstruction, restoration or repair is required pursuant to the terms of any of the Material Project Agreements, or if reconstruction, restoration or repair of the damaged or destroyed property is necessary in order that such damage or destruction does not materially and adversely affect the use of such Contract Facility for its intended purpose or the completion by any Obligor of its obligations under any Material Project Agreements or the ability of such Obligor to comply with its obligations under this Agreement or the other Financing Documents, then such Obligor shall reconstruct, restore or repair the damaged or destroyed property.
- (ii) **Operation of Project and Compliance with Annual Project Budget.**
 - (i) Subject to Force Majeure, each Project Subsidiary shall keep and operate all Projects owned by it, or cause the same to be kept and operated, in good operating condition consistent (A) with Prudent Utility Practices, and (B) in all

material respects with (x) all Project Approvals, (y) all Applicable Laws, and (z) all applicable requirements of the Material Project Agreements. In addition, the relevant Project Subsidiary will also make or cause to be made all repairs (structural and non-structural, extraordinary or ordinary) necessary to keep and operate its Project in such condition.

- (ii) Each Project Subsidiary shall operate and maintain its Projects, or cause its Projects to be operated and maintained, in all material respects, within the Project Budget as approved by the Technical Agent (at the direction of the Majority Lenders) in consultation with the Independent Engineer on an annual basis and delivered pursuant to Section 7.1(b). The Applicable Borrower shall submit each proposed Project Budget for review by the Independent Engineer at least 60 days prior to its annual delivery to the Lenders and the Administrative Agent. If the proposed Project Budget is in the aggregate higher by 15% or more than the Original Project Budget for the corresponding year, the proposed Project Budget will require approval by the Administrative Agent acting in consultation with the Independent Engineer. The approved Project Budget shall be amended or modified only with the prior written consent of the Administrative Agent and the Independent Engineer, and in such event each Project Subsidiary shall operate and maintain its Project, or cause its Project to be operated and maintained, in all material respects, within the Project Budget as so amended or modified. If the Independent Engineer does not recommend approval of an annual Project Budget or any proposed amendment or modification thereto, the Independent Engineer or the Administrative Agent shall notify the Applicable Borrower of the items which are disapproved and the reason for such disapproval, and until such annual operating Project Budget or proposed amendment or modification is so approved, the Project Budget most recently in effect shall continue to apply, except that any items of the then-proposed Project Budget that have been approved shall be given effect in substitution of the corresponding items in the annual Project Budget most recently in effect.
- (iii) Each Borrower shall make commercially reasonable efforts to ensure that the operation and performance of the Projects is performed in accordance with the requirements of the MSA Agreement.
- (jj) **Preservation of Rights; Further Assurances.** Each Obligor shall:
 - (i) Preserve, protect and defend in all material respects its rights of such Obligor under each and every Material Project Agreement to which it is a party, including, if appropriate, prosecution of suits to enforce any right of such Obligor thereunder and enforcement of any claims with respect thereto.
 - (ii) From time to time as reasonably requested by the Administrative Agent or the Collateral Agent, execute, record, register, deliver and/or file all such notices, statements, instruments and other documents (including any memorandum of lease or other agreement, financing statement, continuation statement, fixture filing, or estoppel certificate), execute such acknowledgements relating to the Debt and other Obligations of such Obligor stating the interest and charges then due and any known defaults, and take such other steps as may be necessary or advisable to render fully valid and enforceable under all Applicable Laws the

rights, Liens and priorities of the Administrative Agent, the Collateral Agent and the Lenders with respect to all Collateral and other security from time to time furnished under this Agreement and the other Financing Documents or intended to be so furnished (including, without limitation, pledge or cause to be pledged in favour of the Collateral Agent all Equity Securities that are transferred pursuant to a Permitted Community Disposition and do or cause to be done all such acts and things and provide such agreements, instruments and documents necessary for the Collateral Agent to obtain control of such Equity Securities within the meaning of the STA), in each case in such form and at such times as shall be reasonably satisfactory to Administrative Agent and the Collateral Agent, and pay all reasonable fees and expenses (including attorneys' fees) incidental to compliance with this Section 7.1(jj).

- (iii) If such Obligor shall at any time acquire any real property, servitude or other such interest in real property not charged by the Security Documents, promptly upon acquisition, promptly notify the Administrative Agent and the Lenders and, if requested by the Administrative Agent or the Lenders, execute, deliver and record a supplement to the Security Documents, reasonably satisfactory in form and substance to the Lenders, subjecting such real property or leasehold, easement or other interests to the Lien and security interest created by the Security Documents.

- (kk) **Taxes, Other Government Charges and Utility Charges.** Each Obligor shall pay, or cause to be paid, as and when due and prior to delinquency, all Taxes that may at any time be lawfully assessed or levied against or with respect to such Obligor or the relevant Project, all utility and other charges incurred in the construction, operation, maintenance, use, occupancy and upkeep of the relevant Project, and all assessments and charges lawfully made by any Governmental Authority for public improvements that may be secured by a Lien on the relevant Project. However, an Obligor may contest in good faith any such Taxes, assessments and other charges and, in such event, may permit the Taxes, assessments or other charges so contested to remain unpaid during any period, including appeals, when such Obligor is in good faith contesting the same, so long as, (i) reserves reasonably satisfactory to the Lenders have been established in an amount sufficient to pay any such Taxes, assessments or other charges, accrued interest thereon and potential penalties or other costs relating thereto, or other adequate provision for the payment thereof shall have been made; (ii) enforcement of the contested Tax, assessment or other charge is effectively stayed for the entire duration of such contest; and (iii) any Tax, assessment or other charge determined to be due, together with any interest or penalties thereon, is paid when due after resolution of such contest. Each Obligor shall also collect and remit to the applicable Governmental Authority as and when due and prior to delinquency all Taxes that it is required by Applicable Law to so collect and remit to such Governmental Authority.

- (ll) **Compliance with Laws, Instruments, etc.** Each Obligor shall, at its expense, within such time as may be required by Applicable Law, with respect to each Project, (i) comply, or cause compliance, with all Applicable Law where non-compliance could reasonably be expected to result in a Material Adverse Effect, whether or not compliance therewith shall require structural changes in such Project or any part thereof or require major changes in operational practices or interfere with the use and enjoyment such Project or any part thereof; and (ii) procure, maintain, renew and comply with, or cause to be procured, maintained, renewed and complied with, in all material respects, all

Project Approvals required for such Project or any part thereof, except that such Obligor may, at its expense, contest by appropriate proceedings conducted in good faith the validity or application of any such Applicable Law, provided that (A) neither the Administrative Agent, the Collateral Agent, the Lenders nor an Obligor would be subject to any civil, statutory, penal or criminal liability for failure to comply therewith, (which, in the case of any Obligor only, would be sufficient to cause an Event of Default hereunder), and (B) all proceedings to enforce such Applicable Law against the Administrative Agent, the Collateral Agent, the Lenders, an Obligor, or such Project or any part of any of such Project, shall have been duly and effectively stayed during the entire pendency of such contest (and any waiver or amendment of this proviso shall require consent of the Collateral Agent).

(mm) **Timely and Accurate Input of Tax Credit Claims.** Each Project Subsidiary:

- (i) will be registered for HST purposes and will continue to be registered for HST purposes;
- (ii) will have a valid HST registration number;
- (iii) will have a reporting period for HST purposes of either the calendar month or quarterly, and will continue to have the calendar month or quarterly, as applicable, as its reporting period for such purposes;
- (iv) for each calendar month, complete an HST return for that month in accordance with the requirements of the ETA and file such return with the Canada Revenue Agency in accordance with such requirements on or before the first Banking Day to occur on or after the 10th day of the following month;
- (v) provide a copy of each such HST return to the Administrative Agent within two Banking Days of the Banking Day referred to in (iv);
- (vi) without limiting the generality of (iv), will claim in each of its HST returns for each calendar month only those input tax credits or other credits to which it is entitled under the ETA, and will report in such return all HST collected or collectible by it in such month under the ETA;
- (vii) in respect of all HST for which it claims an input tax credit, shall obtain prior to such claim, and retain in its records at its principal office in Ontario, supporting documentation that satisfies all the requirements of the Input Tax Credit Information (GST/HST) Regulations;
- (viii) will promptly comply with all requests of the Canada Revenue Agency or the Administrative Agent for documentary support or other information respecting input tax credit claims made by it or other HST filings or receipts;
- (ix) will do all other things reasonably necessary to ensure that all input tax credit claims made by it are not denied or reversed by the Canada Revenue Agency;
- (x) will give the Administrative Agent written notice of all HST tax refunds or other HST cash receipts by the Borrowers within two Banking Days of receiving such

receipt or refund, together with a copy of all cheques or other evidence of payment thereof.

- (nn) **Notices under the Rights of Access and Occupation, Connection Agreements and the PPAs.** Without limiting the other notice requirements under this Section 7.1(nn), if an Obligor is provided with (i) a notice of revocation, non-renewal, material default (which for greater certainty means a default that if not remedied, gives rise to a right of termination) or termination with respect to any of the Rights of Access and Occupation, (ii) a notice under Section 9.2 of any PPA or that the IESO will not make any payment to the applicable Project Subsidiary under any PPA or will suspend payment or exercise a right of set off under any PPA, (iii) a notice of suspension under any Connection Agreement, (iv) a notice of default under any Material Project Agreement (each a “**Default Notice**”), the Applicable Borrower shall provide as soon as reasonably possible thereafter a copy of such Default Notice to the Administrative Agent with a description of the applicable default or circumstance giving rise thereto and a report indicating the status of such default or circumstance and the steps taken and to be taken (as applicable) to cure such default or circumstance. If such default or circumstance is not cured within five Banking Days after the receipt by the applicable Project Subsidiary of the Default Notice, the Applicable Borrower will so advise the Administrative Agent and thereafter will co-operate and work with the Independent Engineer and Administrative Agent to attempt to cure such default promptly and within the then remaining cure period available to the applicable Project Subsidiary, if any, under the Rights of Access and Occupation, the applicable Connection Agreement, applicable PPA or other applicable Material Project Agreement. If a Project has attained COD where less than 100% of the Contract Capacity for such Project is available to Deliver Electricity, the Applicable Borrower shall take all commercially reasonable measures and co-operate and work with the Independent Engineer and Administrative Agent to attempt to increase the Contract Capacity for such Project available to Deliver Electricity to 100% in accordance with the terms of the applicable PPA and to deliver the independent engineer’s certificate required pursuant to Section 2.6(d) of the applicable PPA within one year following the COD for such Project or if, notwithstanding such measures, 100% Contract Capacity for such Project cannot be achieved, to deliver an independent engineer’s certificate certifying the highest amount of Contract Capacity for such Project available in excess of 90%. If the Applicable Borrower fails to deliver such certificate, the Administrative Agent and Independent Engineer are authorized to deliver or cause the delivery of an independent engineer’s certificate pursuant to Section 2.6(d) of the applicable PPA at the expense and for the account of the Applicable Borrower.
- (oo) **Section 8.1(d) of each PPA.** If and to the extent required to ensure that the Term (as such term is defined in the relevant PPA) of each PPA extends at least one year past the Term Facility Maturity Date, each Project Subsidiary shall exercise the option set out in Section 8.1(d) of its PPA within the time limit set out therein to extend the term thereof by paying the liquidated damages provided for therein in the event that the COD for a Project occurs after the milestone date specified in the PPA applicable to such Project.
- (pp) **Domestic Content Requirements.** Each Project Subsidiary shall cause the operation of its Projects to comply in all material respects with the Minimum Required Domestic Content Level to the extent the applicable PPA contains a minimum domestic content requirement.

(qq) **Curtailment Covenants.**

- (i) Promptly, upon acquiring notice or obtaining actual knowledge thereof, the Applicable Borrower shall give written notice to the Administrative Agent and the Lenders if:
 - (A) a change in law or proposed change in law imposed by a Governmental Authority with the power to subject a Project to Curtailment which may result in Curtailment of a Project (except for grid incapability) and which may have an impact on a Project's economics; or
 - (B) any Project Subsidiary proposes to exercise its rights under section 1.7 of its PPA or is otherwise subject to any dispute resolution process in connection with Curtailment under its PPA and to advise the Administrative Agent and the Lenders that it is doing so with regular updates on such process and of the outcome of such process.
- (ii) Notwithstanding the provisions of Section 13.5, no Obligor shall, without the prior written consent of the Majority Lenders, such consent not to be unreasonably withheld, conditioned or delayed, cause, consent to, or permit, any amendment, modification, variance or waiver of timely compliance with, any term or condition of the PPAs (except as a result of final dispute resolution or by law), pursuant to section 1.7 of the PPAs relating to Curtailment (such amendment, modification, variance or waiver, a "**Section 1.7 PPA Amendment**").
- (rr) **DSCR Calculation Certificate.** If the Applicable Borrower has not delivered an Officer's Certificate attesting as to the DSCR calculations and compliance with respect to any DSCR Calculation Date pursuant to Section 8.13(a)(v), then the Borrowers shall deliver to the Administrative Agent within 15 Banking Days of that DSCR Calculation Date an Officer's Certificate attesting as to the DSCR calculations and compliance with respect to that DSCR Calculation Date.
- (ss) **SPE Covenants.** Each Obligor shall comply at all times with the SPE Covenants.
- (tt) *Intentionally Deleted.*
- (uu) **Supply Requirements.** Each Obligor shall comply with the Supply Requirements at all times (including after giving effect to any disposition of assets, on a pro forma basis).
- (vv) **Post-Closing Covenants.** The Borrowers and the Sponsor will, or will cause the applicable Affiliates to, complete each of the actions described in Appendix B by no later than the date set forth in Appendix B with respect to such action or such later date as the Majority Lenders agree in writing.
- (ww) **Key-Man Event.** The Borrowers and the Sponsor will provide prompt written notice to the Administrative Agent, Collateral Agent and Technical Agent of the occurrence of a Key-Man Event with respect to an individual referenced in the definition of Triggering Key-Man Event.

- (xx) **Applicable Margin.** If there is any increase to the percentage representing the proportion of Advances made with respect to MicroFIT Projects relative to the aggregate amount of all Advances made under the Facilities after the Second Restatement Date, the Borrowers shall within ten (10) Business Days of such change deliver to the Administrative Agent a certificate of a Senior Officer stating such proportion and providing supporting calculations.

7.2 Negative Covenants

Each of the Obligors covenants and agrees with the Administrative Agent, the Collateral Agent and the Lenders that, unless the Lenders (and, as set forth below, Collateral Agent) otherwise consent in writing, so long as the Lenders have any obligation to make the Facilities available, any Advances are outstanding or a Borrower has any obligations under this Agreement:

- (a) **No Merger, Amalgamation, etc.** No Obligor shall merge or amalgamate pursuant to statutory authority or otherwise with any other Person.
- (b) **General Partner, etc.** No Obligor shall become a partner or general partner of any partnership or limited partnership other than those referred to in Schedule 6.1(b) or acquire or hold any Equity Securities in any unlimited company.
- (c) **Restriction on Disposition of Assets.** Except for Permitted Liens, the Borrowers shall not, directly or indirectly, sell, assign, transfer, lease, convey, mortgage, pledge or otherwise dispose of any interest in a Project or any Assets, or grant any option or other right to purchase, lease or otherwise acquire any Assets, other than (i) the sale of electricity and Related Products under a PPA, (ii) the sale or disposition of damaged or obsolescent equipment which the Applicable Borrower is replacing or is no longer useful in the business, in the ordinary course of business, (iii) Assets having a fair market value, in the aggregate, of not more than \$250,000, (iv) a Released Project pursuant to Section 5.5, and (v) a Permitted Transfer, provided that, no Permitted Transfer shall be permitted under this clause (v) unless (A) the sale or transfer shall be made in compliance with the terms and conditions of the PPAs, (B) the Applicable Borrower shall give the Lenders and the Collateral Agent reasonable advance written notice of such sale or transfer and in any event not less than 15 Banking Days prior thereto, (C) the Applicable Borrower and the proposed transferee shall promptly take whatever steps and deliver or cause to be delivered whatever documents and opinions are reasonably requested by the Administrative Agent to ensure the rights and remedies of the Lenders, the Administrative Agent and the Collateral Agent under the Financing Documents are not adversely affected as a result of such sale or transfer, including security documents in form and substance substantially similar to the Security Documents and legal opinions and officer's certificates in relation thereto, (D) no Default or Event of Default shall have occurred and be continuing or would occur as a result of the proposed sale or transfer, and (E) the Applicable Borrower shall have delivered an Officer's Certificate to the Lenders in respect of the satisfaction of the foregoing conditions.
- (d) **Negative Pledge.** No Obligor shall create, incur, assume or permit to exist any Lien, other than Permitted Liens, on any of its property, undertaking or assets now owned or hereafter acquired.
- (e) **Amendments.**

- (i) No Obligor shall cause, consent to, or permit, any termination, amendment, modification, variance or waiver of timely compliance with any terms or conditions of any Material Project Agreement or any material Applicable Permit, other than any amendments or modifications to cure any defective provisions contained therein or to permit other minor, non-material deviations from the terms thereof, so long as a copy of any such amendment or modification is delivered to the Administrative Agent not less than 10 Banking Days prior to the execution thereof;
- (ii) In any situation where a Borrower or a Project Subsidiary has the right to consent to any assignment by a counterparty to a Material Project Agreement of such counterparty's rights or obligations under such Material Project Agreement, neither such Borrower nor any Project Subsidiary shall permit or consent to the assignment by any counterparty to a Material Project Agreement of its rights or obligations under the Material Project Agreement to which it is a party without the prior written consent of the Administrative Agent, which consent shall not be unreasonably withheld, conditioned or delayed, other than an assignment by a counterparty to an MSA to a Person who is a Qualified MSA Contractor;
- (iii) No Obligor shall enter into any Additional Material Project Agreement without the prior written consent of the Majority Lenders, such consent not to be unreasonably withheld;
- (iv) Unless as otherwise permitted by the Lenders, acting reasonably, no Obligor shall (A) cause or permit any increase in any management fee or any other fees or other compensation under any of the Material Project Agreements or (B) pay or enter into a contract or agreement to pay any royalty, licence fee, development fee, management fee or other similar fee or payment in connection with the Project other than pursuant to the MSA Agreement as shown on the Project Budget;
- (f) **Restriction on Non-Arm's Length Transactions.** No Obligor shall enter into any transaction or agreement with any Person who does not deal at Arm's Length with such Obligor unless such transaction or agreement is on terms no less favourable to such Obligor as would be obtainable in a comparable transaction with a Person which deals at Arm's Length with such Obligor, provided that the foregoing restriction shall not apply to Permitted Intercompany Debt or to transactions which provide for payments solely out of monies permitted to be distributed as a Restricted Payment out of the Distribution Reserve Account.
- (g) **Restriction on Debt and Other Liabilities.** No Obligor shall create, incur, assume or suffer to exist any Debt other than Permitted Debt.
- (h) **Restriction on Investments.** No Obligor shall, directly or indirectly, make or hold any investment in, advances to, capital contributions to, loans to or Guarantees to, or give any financial assistance to or for the benefit of any Person, or make any acquisition of any Equity Securities, property or other assets of any Person, or enter into any joint venture, consortium, partnership or similar arrangement with any Person, except (i) by way of deposit or advance in relation to the purchase of goods, chattels and equipment for the Project, or the investing of cash on hand in Permitted Investments, in each case as part of or as ancillary to the ordinary course of business, or (ii) with funds on deposit in

the Distribution Reserve Account and available for distribution pursuant to Section 8.12 or (iii) in respect of Permitted Intercompany Debt. The provisions of this Section 7.2(h) shall not be construed as restricting Capital Contributions otherwise contemplated by this Agreement or any other Financing Document.

- (i) **Restriction on Change of Business.** No Obligor shall, either directly or indirectly, enter into or carry on any business other than the design, building, financing and operation, maintenance, use, occupancy and upkeep of a Project or incidental to such business or expand the business beyond such Project without the prior written consent of the Lenders.
- (j) **Restricted Payments.** No Obligor shall declare, pay or make any Restricted Payment except (i) transfers of funds from the Distribution Reserve Account in accordance with Section 8.11(a)(iii) (including for the payment of interest or principal on Permitted Intercompany Debt), (ii) in respect of, and only to the extent of, funds then on deposit in, and permitted to be distributed from, the Distribution Reserve Account, (iii) for the avoidance of doubt, amounts payable with respect to Project Agreements, (iv) payments of interest or principal by a Project Subsidiary to a Borrower in respect of the Project Subsidiary Loans in accordance with the amortization schedules appended thereto, (v) distributions by Project Subsidiaries to the Borrowers, and (vi) amounts permitted pursuant to Section 8.1.
- (k) **Restriction on Transfers of Equity Securities.** No Obligor shall permit any Equity Securities or other voting, economic, ownership or beneficial interest in an Obligor to be Transferred, except for Permitted Transfers that satisfy the requirements of that definition and all of the following conditions:
 - (i) where the transferor is a Pledgor, the transferee thereunder has entered into security documents with the Collateral Agent substantially in the form of the Security Documents delivered by the Obligor making such Permitted Transfer and has delivered to the Collateral Agent such other documents, including legal opinions and officer's certificates, as the Administrative Agent and the Collateral Agent may reasonably request;
 - (ii) no Default or Event of Default is then continuing or would occur as a result of any such Transfer and the provisions of this Agreement applicable to such Transfer have been complied with;
 - (iii) such Transfer complies with all Applicable Law; and
 - (iv) the Secured Creditors shall have received from the intended transferee or holder such information and documents as may be reasonably necessary and shall have been reasonably requested by the Secured Creditors to allow each of them to comply with all Applicable Law and all internal requirements relating to their "Know Your Customer," "anti-money laundering" and "combating the financing of terrorism" obligations and such information and documents are reasonably satisfactory to the Secured Creditors. Waiver or amendment of this condition (iv) shall require consent of the Collateral Agent.

- (l) **Restriction on Sale and Leasebacks and Securitizations.** No Obligor shall enter into sale and leaseback transactions, securitization transactions or other similar transactions.
- (m) **No Change in Accounting Treatment or Reporting Practices.** No Obligor shall make any material change in its accounting or reporting or financial reporting practices, except as required or preferred by GAAP accounting standards or by Applicable Law and which changes are disclosed in writing to the Administrative Agent. No Obligor shall change its financial year end from December 31 or make or permit any change in its auditors; provided that it may change its auditors so long as the replacement auditors are an internationally recognized firm of independent public or chartered accountants.
- (n) **Hedging.** Except with respect to the Required Hedging Program contemplated by Section 7.1(ff), no Obligor shall enter into, or permit to be outstanding at any time, any other Hedge Arrangement.
- (o) **Modifications to Constatting Documents.** None of the Obligors shall amend, modify, waive or release, or give any consent or approval to any amendment or modification to, or waiver or release in respect of the Limited Partnership Agreements in respect of the other Obligors, or any of their respective articles, by-laws and other constating documents, other than modifications necessary to reflect a Permitted Transfer or to the extent the same could not be reasonably expected to have a Material Adverse Effect.
- (p) **Restriction on Capital Expenditures.** The Obligors shall not incur any Capital Expenditure in any Fiscal Year in excess of 110% of the amount set forth for such Fiscal Year in the Project Budget for such Project, except Capital Expenditures that (i) are made in accordance with prudent industry standards, or (ii) are made with the consent of the Administrative Agent, such consent not to be unreasonably withheld.
- (q) **Restriction on Petty Cash Account.** The Obligors shall not permit the balance of the Petty Cash Account to exceed \$75,000 at any time.
- (r) **Restriction on Lease Payment Account.** The Obligors shall not permit the balance of the Lease Payment Account to exceed 110% of the itemized amount set forth in the most recent Financial Model in respect of Lease payments to be made in the next Fiscal Quarter.
- (s) **Subsidiaries.** No Obligor shall organize, create, establish, acquire or invest in any Subsidiary other than, in the case of the Borrowers, holding or acquiring Equity Securities in the Proposed Project Subsidiaries as contemplated by this Agreement.
- (t) **Accounts.** No Obligor shall establish or maintain any deposit account or securities account, other than the Accounts.
- (u) **Legal Name.** No Obligor shall change its legal, trade or business name without providing the Administrative Agent 15 days' prior written notice.
- (v) **Issuance of Equity Securities.** No Obligor shall issue, or agree to issue, any new or additional Equity Securities of such Obligor, except (i) Equity Securities issued to another Obligor or Sponsor and pledged by such Obligor or such Sponsor, as the case may be, in favour of the Collateral Agent pursuant to the Pledge Agreements and for which the Collateral Agent shall have received certificates and transfer powers in form

and substance acceptable to the Administrative Agent, and (ii) Equity Securities issued pursuant to a Permitted Transfer provided that the transferee thereunder has entered into security documents with the Collateral Agent substantially in the form of the Security provided by the Obligor or Sponsor making such Permitted Transfer and has delivered to the Collateral Agent such other documents, including legal opinions and officer's certificates, as the Administrative Agent or the Collateral Agent may reasonably request, provided that no such issuance shall, whether alone or in combination with any other transactions, result in a Change of Control unless such a Change of Control is a Permitted Transfer.

- (w) **Change in General Partner, etc.** Sponsor shall not suffer or permit a change of the Borrower GPs, unless (i) not less than 15 Banking Days' notice prior written notice of such change has been given to the Administrative Agent, (ii) all actions requested of the relevant Borrower GP, as the case may be, in respect of such change pursuant to Section 7.2(k) shall have been taken, and (iii) the Majority Lenders, acting reasonably, have approved such change. No General Partner shall not issue any Equity Securities or permit any Equity Securities or other voting or economic interest in the related Borrower GP to be transferred, sold or otherwise disposed of, directly or indirectly, whether in a single transaction or series of transactions, except for Permitted Transfers.
- (x) **Additional Real Property.** No Obligor shall acquire any freehold or leasehold interest in any real property other than the Properties, unless immediately after such acquisition, a perfected first priority security interest (subject to Permitted Liens) is granted in respect of such real property in favour of the Collateral Agent for the benefit of the Secured Creditors, and, as soon as reasonably practicable after such acquisition, the Administrative Agent shall have received evidence in form and substance reasonably satisfactory to it regarding such acquisition and perfected first priority security interest.
- (y) **Pension Plans.** No Obligor shall become party to, establish or maintain a Pension Plan.
- (z) **No Proceedings for Insolvency.** No Obligor shall commence any proceeding for the dissolution, liquidation or winding-up of itself or another Obligor or for the suspension of its operation or to appoint a receiver, a receiver and manager or trustee for itself or another Obligor or for any substantial part of its respective Assets which is material to the conduct of its business or any Project or any proceeding relating to it under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute of any jurisdiction whether now or hereafter in effect or approve of or acquiesce in any such proceeding.
- (aa) **Use of Project Property.** No Obligor shall use or permit to be used, any portion of the Properties or any Contract Facility for any purpose other than for the relevant Project as contemplated by the applicable PPA, without the prior written consent of the Administrative Agent, or locate any portion of the Contract Facility on a site other than the Properties.
- (bb) **Abandonment of Project.** No Obligor shall wilfully and voluntarily abandon any Project, or the construction, operation, maintenance, occupancy, use or upkeep of any Contract Facility for a continuous period of more than 90 days, except in the case of Force Majeure where such period shall be extended until it causes the occurrence of a default under any Material Agreement.

- (cc) **Concentration Limits.** No Obligor shall at any time permit, including after giving pro forma effect to any requested Advance (collectively, the “**Concentration Limits**”):
- (i) the aggregate amount of Loans allocated to the MicroFIT Portfolio to exceed 45% of all Loans outstanding under the Facilities at any time;
 - (ii) Community Projects with any single Community Investment Member is a partner to be more than 15% based on total MW of Projects in the total Portfolio;
 - (iii) the Portfolio to consist of Projects with solar modules supplied by any Person other than (A) Approved Suppliers or (B) Controlled Suppliers, provided that the applicable Controlled Supplier Cap is not exceeded;
 - (iv) the Portfolio to consist of Projects with Inverters supplied by any Person other than (A) Approved Suppliers or (B) Controlled Suppliers, provided that the applicable Controlled Supplier Cap is not exceeded;
 - (v) the Portfolio to consist of Projects with trackers supplied by any Person other than (A) Approved Suppliers or (B) Controlled Suppliers, provided that the applicable Controlled Supplier Cap is not exceeded;
 - (vi) the Portfolio to consist of Projects connection to a Distribution System with an LDC other than (A) an Approved LDC or (B) an LDC which is not an Approved LDC, provided that the aggregate amount of Loans allocated to Projects associated with an LDC that is not an Approved LDC does not equal or exceed 25% of all Loans outstanding under the Facilities at any time; and
 - (vii) the MicroFIT Portfolio to consist of more than 12 MicroFIT Projects with a PPA version number 1.6.
- (dd) **MicroFIT Enforcement Restrictions.** No Obligor may pursue enforcement proceedings in respect of any MicroFIT Projects or related Collateral, beyond initial correspondence and the issuance of demand letters, without the prior written consent of the Majority Lenders, which may be withheld in their unfettered discretion. Notwithstanding any of the foregoing, the applicable Obligor shall provide prompt notice of the issuance of demand letters or similar actions to the Majority Lenders. Upon receiving such consent of the Majority Lenders, the subject MicroFIT Projects must first be released from the Collateral pursuant to the Designated Project Disposition provisions set out in Section 5.5.

7.3 **FIT CCSA Amendment Covenant**

If any Community Project Subsidiary delivers an executed FIT CCSA Amendment to the Administrative Agent, the provisions of Sections 6.1(qq), 7.1(f), 7.1(g) and 10.1(s) shall not apply to such Project Subsidiary, but only to the extent that no Supplier Event of Default has occurred or could reasonably be expected to occur under the applicable PPA (as amended by the FIT CCSA Amendment). Following the delivery of an executed FIT CCSA Amendment in a form satisfactory to the Required Lenders, the Applicable Borrower or applicable Community Project Subsidiary shall provide the Administrative Agent which such documents as may be reasonably requested by the Administrative Agent from time to time (provided that such request may not be made more than once per Fiscal Quarter) to confirm the number of Qualifying Members for each Community Project.

ARTICLE 8

ACCOUNTS AND APPLICATION OF FUNDS

8.1 The Collateral Accounts

- (a) The Borrowers shall create and maintain each Collateral Account as a securities account (within the meaning of the STA) as and when required by the terms of this Article 8. Each Collateral Account shall be maintained by the applicable Account Bank as a segregated account separate and apart from each other account maintained by the Borrowers. Each Collateral Account and all cash, securities and other interests therein will be subject to the Security and the applicable Accounts Agreement (both before and after an Event of Default).
- (b) For purposes of this Agreement, references to the balance in any Collateral Account mean the aggregate amount of cash plus the market value of Permitted Investments as of any date of determination. All funds held in a Collateral Account (other than the Borrower Revenue Account) may be invested by the Borrowers in Permitted Investments in accordance with Section 8.16 and interest or other returns earned thereon shall be transferred to the Borrower Revenue Account and shall be included in Project Revenues. Funds may not be withdrawn from a Collateral Account except as provided hereunder.

8.2 Intentionally Deleted

8.3 Intentionally Deleted

8.4 Project Subsidiary Revenue Accounts

- (a) On or before the Second Restatement Date, each Project Subsidiary that owns a C&I Project shall establish (or another Project Subsidiary shall establish on its behalf) with the applicable Account Bank a Springing Account designated as its “**Project Subsidiary Revenue Account**”.
- (b) Unless otherwise specifically allocated to another Account in this Agreement, each Project Subsidiary that owns a C&I Project (or the Applicable Borrower, if applicable), shall deposit or cause to be deposited upon receipt, the following amounts into the relevant Project Subsidiary Revenue Account:
 - (i) with respect to that Project Subsidiary’s PPAs, all revenues from the sale of electricity and Related Products and all proceeds or payments (including HST) made under those PPAs;
 - (ii) with respect to any First Nation Project Subsidiary, the proceeds of all Capital Contributions received from the related First Nation, with respect to the Community Project Subsidiaries, the proceeds of all Capital Contributions received from a Community Holdco or a Community GP Holdco, with respect to the Municipal Project Subsidiaries, the proceeds of all Capital Contributions received from a Municipal Holdco or a Municipal GP Holdco and with respect to the Public Sector Project Subsidiaries, the proceeds of all Capital Contributions received from a Public Sector Holdco or a Public Sector GP Holdco;

- (iii) any Insurance Proceeds received pursuant to Section 7.1(dd) and all proceeds from any indemnity claims and liquidated damages paid to the Project Subsidiary;
 - (iv) all delay liquidated damages or compensation for delay under any Project Agreement in respect of that Project Subsidiary's Project or Projects, as applicable;
 - (v) all warranty payments which are intended to compensate the applicable Project Subsidiary for lost revenues or for Project Subsidiary Operating Expenses incurred or anticipated to be incurred prior to the next Distribution Date, drawings on any performance bonds or letters of credit or guarantee; and
 - (vi) and all amounts otherwise required under this Agreement to be deposited to a Project Subsidiary Revenue Account.
- (c) All amounts deposited or credited to each Project Subsidiary Revenue Account shall be transferred into the Borrower Revenue Account on or prior to each Quarterly Payment Date.

8.5 **Residential Redirected Account**

- (a) On or before the Second Restatement Date, GSC Solar Leasing LP will establish with the applicable Account Bank a Springing Account registered in the name of Grasshopper Solar Corporation (as bare trustee) on behalf of GSC Solar Leasing LP (as beneficial owner), designated as the "**Residential Redirected Account**".
- (b) Unless otherwise specifically allocated to another Account in this Agreement, Grasshopper Solar Leasing LP, shall deposit or cause to be deposited (including by Grasshopper Solar Corporation) upon receipt, the following amounts into the Residential Redirected Account:
 - (i) with respect to PPAs in respect of MicroFIT Projects, all revenues from the sale of electricity and Related Products and all proceeds or payments (including HST) made under those PPAs, other than amounts deposited into the Residential Trust Accounts in accordance with Section 8.6;
 - (ii) any Insurance Proceeds received pursuant to Section 7.1(cc) and all proceeds from any indemnity claims (whether paid to Project Subsidiary or Lender), and liquidated damages paid to the Project Subsidiary;
 - (iii) all delay liquidated damages or compensation for delay under any Project Agreement in respect of that Project Subsidiary's Project or Projects, as applicable;
 - (iv) all warranty payments which are intended to compensate the applicable Project Subsidiary for lost revenues or for Project Subsidiary Operating Expenses incurred or anticipated to be incurred prior to the next Distribution Date, drawings on any performance bonds or letters of credit or guarantee;

- (v) and all amounts otherwise required under this Agreement to be deposited to a Project Subsidiary Revenue Account;
- (c) All amounts deposited or credited to the Residential Redirected Account shall be transferred into the Borrower Revenue Account on or prior to each Quarterly Payment Date.

8.6 Residential Trust Accounts

- (a) On or before the Second Restatement Date, GSC Solar Leasing LP will establish (or cause to be established) with the applicable Account Bank segregated accounts registered in the name of the applicable Property Owner on behalf of GSC Solar Leasing LP, designated as the “**Residential Trust Accounts**”.
- (b) Unless otherwise specifically allocated to another Account in this Agreement, GSC Solar Leasing LP, shall deposit or cause to be deposited upon receipt, the following amounts into the relevant Residential Trust Account:
 - (i) with respect to GSC Solar Leasing LP’s PPAs, all revenues from the sale of electricity and Related Products and all proceeds or payments made under those PPAs where such revenue, proceeds or payments are deposited by an LDC into a bank account in the name of the applicable Property Owner; and
 - (ii) and all amounts otherwise required under this Agreement to be deposited to a Residential Trust Account (the types of revenues described in clauses 8.4(b)(i) through 8.4(b)(vi), 8.5(b)(i) through 8.5(b)(iv) and 8.6(b)(i) through 8.6(b)(ii) with respect to any Project collectively, “**Project Revenues**”).
- (c) All amounts deposited or credited to the Residential Trust Accounts shall be transferred to the Residential Trust Aggregation Account on or prior to the last day of each calendar month in accordance with the Irrevocable Direction and Acknowledgement.

8.7 Residential Trust Aggregation Account

- (a) On or before the Second Restatement Date, GSC Solar Leasing LP will establish (or cause to be established) with the applicable Account Bank a Springing Account designated as the “**Residential Trust Aggregation Account**”.
- (b) GSC Solar Leasing LP shall deposit or cause to be deposited all amounts pursuant to Section 8.6(b) into the Residential Trust Aggregation Account.
- (c) All amounts deposited or credited to the Residential Trust Aggregation Account shall be transferred into the Borrower Revenue Account on or prior to each Quarterly Payment Date.

8.8 Petty Cash Account

- (a) On or before the Second Restatement Date, the Borrowers shall establish with the applicable Account Bank a segregated account designated as the “**Petty Cash Account**”.
- (b) Unless otherwise specifically allocated to another Account in this Agreement, each Borrower shall deposit or cause to be deposited upon receipt, the amounts specified in

Section 8.15(a)(vi) into the Petty Cash Account. The balance of the Petty Cash Account may at no time exceed \$75,000 (excluding amounts deposited pursuant to Section 8.15(a)(i)) and any excess amounts will be immediately transferred to the Borrower Revenue Account (excluding amounts deposited pursuant to Section 8.15(a)(i)).

- (c) Each Borrower may withdraw amounts from the Petty Cash Account for purposes of *de minimis* Project Subsidiary Operating Expenses and to pay HST payable on account of HST to be remitted to the Canada Revenue Agency as contemplated by 8.15(a)(i).

8.9 **Borrower Revenue Account**

- (a) On or before the Second Restatement Date, the Borrowers shall establish with the applicable Account Bank a jointly held Controlled Account designated as the “**Borrower Revenue Account**”.
- (b) Beginning on and after the Second Restatement Date, unless otherwise specifically allocated to another Account in this Agreement, the Applicable Borrower and/or the other Obligors, as applicable, shall deposit or cause to be deposited upon receipt the following amounts into the Borrower Revenue Account:
 - (i) all HST tax refunds and other HST amounts received by the Borrowers from time to time;
 - (ii) all Restricted Payments received from Project Subsidiaries;
 - (iii) all payments of principal and interest of Project Subsidiary Loans, any Project Revenues not allocated specifically to a Project Subsidiary, all interest income earned from amounts held in the Borrower Revenue Account,
 - (iv) all insurance and indemnity proceeds which are not required to be paid to a Project Subsidiary Revenue Account;
 - (v) all amounts otherwise required under this Agreement to be deposited to the Borrower Revenue Account shall be collected by or on behalf of the Applicable Borrower and promptly deposited by the Applicable Borrower or a Project Subsidiary, as the case may be, to the credit of the Borrower Revenue Account; and
 - (vi) all other amounts received that are not otherwise required to be deposited into another Account.
- (c) All amounts deposited to or credited to the Borrower Revenue Account will be applied in accordance with Section 8.15.

8.10 **Debt Service Reserve Account**

- (a) On or before the Second Restatement Date, the Borrowers shall establish with the applicable Account Bank a Controlled Account designated as the “**Debt Service Reserve Account**”.
- (b) On each Quarterly Payment Date, the Borrowers shall deposit (or cause to be deposited) into the Debt Service Reserve Account, to the extent required and in accordance with

Section 8.15, cash in an amount such that the combination of cash therein (after giving effect to any applicable waterfall payments pursuant to Section 8.15) plus the total undrawn amount of any Letters of Credit issued under the L/C Facility (such combined amount, the “**Available Debt Service Liquidity**”) is at least equal to the Required Debt Service Amount.

- (c) If, on any Quarterly Payment Date, Project Revenues together with any other amounts in the Borrower Revenue Account are insufficient to pay the amount of Debt Service due on that date, to the extent required and in accordance with Section 8.15, so long as no Event of Default has occurred and is continuing the Borrowers may, in the following order of priority, (x) first, direct the Account Bank to apply any amounts in the Debt Service Reserve Account and (y) second, to the extent any deficiency remains, request an L/C Draw under a DSRA LC issued under the L/C Facility in accordance with Section ~~2.10~~2.12, in order to pay any Debt Service amounts then due. Upon such request being made by the Borrower, (1) the Account Bank shall apply funds from the Debt Service Reserve Account and/or (2) the applicable Issuing Lender shall fund amounts in respect of the L/C Draw if and as required pursuant to Section ~~2.10~~2.12, in each case to the payment of Debt Service to the extent so requested. Notwithstanding the foregoing, the Collateral Agent shall be entitled at any time to withdraw amounts from the Debt Service Reserve Account or draw (or cause to be drawn) any DSRA LC issued under the L/C Facility pursuant to Section ~~2.10~~2.12 to pay any Obligations then due and owing if Project Revenues together with other amounts in the Borrower Revenue Account are insufficient therefor.
- (d) The Borrowers shall ensure that any Permitted Investments in the Debt Service Reserve Account mature at least two Banking Days before the dates of, and are in the same currency as, the payments to be made hereunder.
- (e) In the event that the amount held in the Debt Service Reserve Account at any time exceeds the Required Debt Service Amount, and, so long as no Event of Default has occurred and is continuing, the Borrowers may request that the Administrative Agent direct the Account Bank to make a transfer equal to such excess out of the Debt Service Reserve Account to the Borrower Revenue Account on behalf of the Borrowers, subject to approval of such transfer by the Administrative Agent, acting reasonably. The Borrowers shall deliver to the Administrative Agent a written request of the Borrowers requesting such transfer and an Officer’s Certificate certifying the amount of the excess held in the Debt Service Reserve Account.
- (f) Pending disbursement to the Account Bank as provided in this Section 8.10, the Debt Service Reserve Account and any Letters of Credit held therein shall be subject to the Security.

8.11 Master Reserve Account

- (a) The Borrowers shall, on or before the Second Restatement Date cause to be established with the applicable Account Bank a jointly held Controlled Account designated as the “**Master Reserve Account**” with the following sub-accounts:
 - (i) a major maintenance reserve account (the “**Major Maintenance Reserve Account**” or “**MMRA**”). The Applicable Borrower shall deposit to its Major Maintenance Reserve Account, from funds disbursed from the Borrower

Revenue Account pursuant to Section 8.15, the amount of the Maintenance Reserve Requirement. If no Event of Default has occurred and is continuing, subject to not less than 5 Banking Days' prior written notice to the Account Bank and the Administrative Agent with documentation as to the required rehabilitation, replacement, maintenance or repair of a Project and demonstrating that such costs are of the nature that were contemplated and actually reserved for in the Major Maintenance Reserve Account applicable to such Project (or for such other unexpected major maintenance expenses as approved by the Lenders), the applicable Project Subsidiary may withdraw amounts from the Major Maintenance Reserve Account to be applied only towards the costs incurred in connection with such rehabilitation, maintenance and repair, subject to the prior written consent of the Administrative Agent (at the direction of the Majority Lenders) in consultation with the Independent Engineer.

- (ii) a seasonality reserve account (as the **"Seasonality Reserve Account"**).
 - (A) On each Quarterly Payment Date, the Borrowers shall deposit (or cause to be deposited) pursuant to Section 8.15 into the Seasonality Reserve Account cash in an amount such that the balance of the Seasonality Reserve Account at all times will equal or exceed the Required Seasonality Reserve Amount.
 - (B) If on any Quarterly Payment Date Project Revenues together with any other amounts in the Borrower Revenue Account are insufficient to pay the amount of Debt Service due on that date, so long as no Event of Default has occurred and is continuing, the Applicable Borrower shall direct the Account Bank to apply any amounts in the Seasonality Reserve Account (with respect to Quarterly Payment Dates to the payment of Debt Service).
 - (C) Notwithstanding anything in Section 8.16, the Borrowers shall ensure that any Permitted Investments in the Seasonality Reserve Account mature at least two Banking Days before the dates of, and are in the same currency as, the payments to be made hereunder.
 - (D) At any time on or after the Second Restatement Date, provided that no Default or Event of Default has occurred which is continuing, in the event that the cash balance held in the Seasonality Reserve Account exceeds the Required Seasonality Amount, the Applicable Borrower may request that the Administrative Agent direct the Account Bank, to make a transfer equal to such excess out of the Seasonality Reserve Account to the Borrower Revenue Account on behalf of the Borrower, subject to approval of such transfer by the Account Bank and Administrative Agent (at the direction of the Majority Lenders), acting reasonably. The Applicable Borrower shall deliver to the Administrative Agent a written request of the Applicable Borrower requesting such transfer and an Officer's Certificate certifying the amount of the excess held in the Seasonality Reserve Account.

- (E) Beginning on the first Waterfall Date, the Account Bank shall transfer any amounts on deposit in the Seasonality Reserve Account into the Borrower Revenue Account to be applied pursuant to Section 8.15.
- (iii) a MicroFIT event payment account (the “**MicroFIT Event Payment Account**”).
 - (A) Until such time as the Adverse MicroFIT Event ceases to be in effect, funds in the Borrower Revenue Account will be directed into the MicroFIT Event Payment Account in accordance with Section 8.15 to be applied as a mandatory prepayment pursuant to Section 2.5(c)(iv). Upon curing the then applicable Adverse MicroFIT Event, any remaining amounts in the MicroFIT Event Payment Account shall be transferred back into the Borrower Revenue Account.

8.12 Lease Payment Account

- (a) On or before the Second Restatement Date, the Borrowers shall establish a segregated account designated as the “**Lease Payment Account**”.
- (b) each Borrower shall deposit or cause to be deposited upon receipt, the amounts specified in Section 8.15(a)(i) into the Lease Payment Account. The balance of the Lease Payment Account may at no time exceed the then current Quarterly Lease Payment Amount and any excess amounts will be immediately transferred to the Borrower Revenue Account.
- (c) Each Borrower may withdraw amounts from the Lease Payment Account for purposes of paying the Quarterly Lease Payment Amount.

8.13 Distribution Reserve Account

- (a) On or before the Second Restatement Date, the Borrowers shall establish with the applicable Account Bank a jointly held Controlled Account designated as the distribution reserve account (the “**Distribution Reserve Account**”). Subject to Section 2.5(c)(vi), the Applicable Borrower may deposit (or cause to be deposited) into the Distribution Reserve Account amounts permitted to be transferred pursuant to Section 8.15(a). The Applicable Borrower shall be entitled to withdraw funds in the Distribution Reserve Account from time to time on any Distribution Date after June 30, 2023 in order to make Restricted Payments to Sponsor only if the following conditions (the “**Distribution Conditions**”) are satisfied:
 - (i) the proposed date of distribution is on the date of or within 20 Banking Days following any Quarterly Payment Date;
 - (ii) (i) no Project Subsidiary MAE, Adverse MicroFIT Event, Default or Event of Default has occurred and is continuing, or would occur as a result of the proposed distribution and (ii) the Borrowers are in compliance with the Concentration Limits;
 - (iii) all Accounts in which the Borrowers or any Project Subsidiary is required to maintain a minimum balance pursuant to this Agreement are fully funded;

- (iv) no Prime Rate Loans that are derived from draws on Letters of Credit issued under the L/C Facility pursuant to Section ~~2.10~~2.12(c) are outstanding;
- (v) the DSCR calculated at the then applicable DSCR Calculation Date is equal to or greater than a ratio to be agreed upon by the Borrowers and the Lenders in writing for four consecutive quarters, inclusive of the DSCR Calculation Date, as evidenced in the related DSCR Calculation Certificates delivered to the Administrative Agent by the Applicable Borrower pursuant to Section 7.1(d)(iv);
- (vi) no MicroFIT Overconcentration Event is then in existence;
- (vii) any Non-priority Equity Partner Distributions due and owing (or due and owing due to any other distribution pursuant to this Section 8.13) are included in such distribution from the Distribution Reserve Account;
- (viii) at least five Banking Days and not more than 60 days before the proposed date of distribution, the Applicable Borrower shall have delivered to the Administrative Agent an Officer's Certificate substantially in the form of Schedule 8.13(a)(viii) (a "**Distribution Certificate**") confirming that the conditions specified in clauses (i) through (viii) will be satisfied as at the date of delivery of the Distribution Certificate and the proposed date of distribution; and
- (ix) following delivery to the Administrative Agent of a Distribution Certificate, the Applicable Borrower has received affirmative written notification from the Administrative Agent that the applicable Distribution Certificate is satisfactory to the Administrative Agent (as directed by the Lenders).

Upon receipt by the Administrative Agent of a Distribution Certificate pursuant to clause (ix), the Administrative Agent shall notify the Applicable Borrower within five Banking Days from the date of receipt as to whether such Distribution Certificate is satisfactory.

8.14 **Intentionally Deleted**

8.15 **Disbursements from Borrower Revenue Account**

- (a) Funds in the Borrower Revenue Account shall be disbursed and applied by the Borrowers, or the Account Bank on behalf of the Borrowers, on each Quarterly Payment Date (unless expressly provided otherwise), subject to the conditions set out below:
 - (i) first, to pay HST payable by the Borrower and/or Project Subsidiaries on account of the HST to be remitted by such parties on any Banking Day but limited to one such payment per Fiscal Quarter (whether or not such date falls on a Quarterly Payment Date) which payment shall be made to the Petty Cash Account for further payment to the Canada Revenue Agency;
 - (ii) second, to the Lease Payment Account, until the balance thereof is sufficient to pay the Quarterly Lease Payment Amount;
 - (iii) third, to pay the Quarterly Insurance Payment Amount directly to the Persons to whom such amount is (or will be) owing;

- (iv) fourth, to pay Project Subsidiary Operating Expenses on behalf of each applicable Project Subsidiary, including any amounts due under the MSA Agreement applicable to such Project Subsidiary and unpaid following the previous Quarterly Payment Date to the extent such amounts were not paid pursuant to Section 8.15(a)(i) or (iii), provided that such Project Subsidiary Operating Expenses do not exceed 110% of the aggregate Operating Expenses allocated to such Project Subsidiary in the Project Budget on an annual basis (and provided further, for greater certainty, that such Project Subsidiary shall not be permitted to directly pay the Project Subsidiary Operating Expenses of any other Obligor);
- (v) fifth, to pay *pro rata* (i) Borrower Operating Expenses; provided that such Borrower Operating Expenses do not exceed 110% of the aggregate Operating Expenses allocated to the Applicable Borrower in the Project Budget on an annual basis, and (ii) all expenses and other fees owing to the Lenders, the Administrative Agent and the Collateral Agent pursuant to the Agency Fee Letter or hereunder;
- (vi) sixth, to fund into the Petty Cash Account, an adequate working capital reserve for in accordance with the Project Budget to fund Project Subsidiary Operating Expenses to be paid out of the Petty Cash Account prior to the next Quarterly Payment Date, but at no time to exceed a maximum account balance of \$75,000 (excluding amounts deposited pursuant to Section 8.15(a)(i));
- (vii) seventh, to pay all expenses and other fees (including fees due payable under the Fee Letters) owing to the Account Banks;
- (viii) eighth, to the payment of principal, interest, fees (including LC Fees and Commitment Fees) and expenses payable under the Financing Documents, including any payments due under the Secured Hedge Agreements (other than payment of L/C Loans);
- (ix) ninth, to the payment of any outstanding L/C Loans and then to transfer to the Debt Service Reserve Account any amounts necessary to ensure that the Available Debt Service Liquidity equals or exceeds the Required Debt Service Amounts as required under Section 8.10;
- (x) tenth, to transfer (A) to the Seasonality Reserve Account any amounts necessary to ensure that the cash balance thereof equals or exceeds the Required Seasonality Reserve Amount as required under Section 8.11(a)(ii); and then (B) to the Major Maintenance Reserve Account any amounts necessary to ensure that the cash balance thereof equals or exceeds the required Major Maintenance Reserve Amount;
- (xi) eleventh, only if an Adverse MicroFIT Event is then effect, to the MicroFIT Event Payment Account until the balance thereof is sufficient to repay the principal amount of Term Loans for purposes of Section 2.5(c)(iv) in an amount necessary to cure the then existing Adverse MicroFIT Event;
- (xii) twelfth, from time to time, when due and owing, to the payment of (i) Priority Equity Partner Distributions and (ii) Non-Priority Equity Partner Distributions

up to a combined maximum for (i) and (ii) of \$460,000 in the aggregate in any Fiscal Year;

- (xiii) *intentionally deleted*;
- (xiv) thirteenth, to effect payment of Excess Cash Flow Prepayments required pursuant to Section 2.5(c)(vi); and
- (xv) lastly, (i) as long as no Default or Event of Default has occurred and is continuing, on each Quarterly Payment Date to transfer all remaining amounts to the Distribution Reserve Account for application pursuant to Section 8.13; or (ii) if a Default or Event of Default has occurred and is continuing, then all remaining amounts will be re-applied under this Section 8.15 beginning pursuant to clause (vii) above.

8.16 Monies in Accounts

- (a) All money held in any Account established pursuant to this Agreement shall be held in cash or, solely in respect of the Debt Service Reserve Account, Major Maintenance Reserve Account and Distribution Reserve Account (each such account, an “**Eligible Investment Account**”), invested in Permitted Investments, or otherwise as provided herein, at the direction of a Senior Officer of the related Borrower GP, with interest thereon deposited to the Borrower Revenue Account. Any direction by, or on behalf of, the Applicable Borrower to the Account Bank as to the investment of funds forming part of an Eligible Investment Account shall be in writing and shall be provided to the Account Bank no later than 10:00 a.m. on the day before the investment is to be made. Any such direction received by the Account Bank after 10:00 a.m. on the preceding day shall be deemed to have been given prior to 10:00 a.m. on the next Banking Day.
- (b) Permitted Investments purchased using money in any Eligible Investment Account established under this Agreement shall be deemed at all times to be a part of such Eligible Investment Account. Permitted Investments so purchased may be sold on commercially reasonable terms whenever it shall be necessary so to do in order to provide monies to make any withdrawal or payment from the relevant Eligible Investment Account. For the purposes of any such investment, a Permitted Investment shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Permitted Investment.

ARTICLE 9 **SECURITY**

9.1 Security Documents

As security for all Advances made to it and as security for all its other liability or indebtedness, both present and future, under any Financing Documents or Secured Hedge Agreement and for all other Obligations, the Borrowers have delivered, or shall deliver or cause to be delivered, as applicable, to the Collateral Agent, as agent for the Secured Creditors, the following documents (collectively, the “**Security Documents**”) at the times specified in Article 5 of this Agreement:

- (a) a general security agreement providing for a first charge and security interest (subject only to Permitted Liens) on all the then present and future real property (including

leasehold interest in real property), personal property (including Equity Securities of the Project Subsidiaries, Project GPs and Borrowers, as applicable), fixed assets, equipment, accounts receivable, inventory, intellectual property and all other assets and undertaking of each of the Borrowers and the Borrower GPs (the “**Borrower GSAs**”);

- (b) general security agreements providing for a first charge and security interest (subject only to Permitted Liens) on all the then present and future real property (including leasehold interest in real property), personal property (including any owned Equity Securities), fixed assets, equipment, accounts receivable, inventory, intellectual property and all other assets and undertaking of each Project Subsidiary, each Project GP and each Project Subsidiary Holdco;
- (c) a full recourse guarantee from each Obligor (excluding the Borrowers) of the Obligations of the other Obligors;
- (d) (1) separate blocked account agreements (with trigger) between Royal Bank of Canada, the Administrative Agent and each of Grasshopper Solar Corporation, GSC Solar Leasing LP, 2245073 Ontario Inc., 2246253 Ontario Inc., Grasshopper Solar FIT Projects Inc., Chi Biidaaske Inc., Howard Avenue Solar Inc., 2377512 Ontario Inc., 2410581 Ontario Limited, 2428760 Ontario Inc., ICM Realty Group Solar 2013 Inc., SPN LP 1, SPN LP 4, SPN LP 5, SPN LP 3, LDREC SPN LP, CEW L3V Solar III Limited Partnership, Cleave Energy Holdings Inc., 2421907 Ontario Limited, GSC SPN 4 Projects LP, GSC Southlake LP, Rising Sun Community Power Corp., Celeste Solar LP, Biidaaske Inc., Gengrowth Energy LP, GSC Solar Leasing II LP, Greenlife Solar Projects Inc. and HSSW Limited Partnership (collectively, the “**Accounts Agreements (With Trigger)**”), and (2) a blocked account agreement (without trigger) between the Borrower, The Bank of Nova Scotia and the Administrative Agent (the “**Account Agreement (Without Trigger)**” and together with the Accounts Agreement (With Trigger), the “**Accounts Agreements**”);
- (e) with respect to each Project, a debenture granted by the applicable Project Subsidiary and Project GP providing for a first charge or security interest, subject only to Permitted Liens, on all present and future real and personal property of such Project Subsidiary’s and Project GP’s including its leasehold interest in the Property on which such Project is situated;
- (f) a specific assignment granted by the Borrowers and each Project Subsidiary of the Material Project Agreements and Project Approvals (to the extent such Project Approvals may be assigned), together with any consents necessary under such Material Project Agreements or Project Approvals to allow the assignment by way of security and the realization of such security;
- (g) a specific assignment of insurance against the property and assets of the Borrowers and each Project Subsidiary naming the Collateral Agent, as agent for the Lenders, as first loss payee with respect to policies covering physical loss or damage to the secured Projects and the Administrative Agent, the Collateral Agent and the Lenders as additional insured (with the exception of any workers’ compensation) with a waiver of subrogation in their favour;
- (h) a limited recourse guarantee of each Community GP Holdco, secured by a pledge of each Community GP Holdco’s Equity Securities in each of the Project GPs in which the

Community GP Holdcos own Equity Securities (the “**Community GP Holdco Pledge Agreements**”);

- (i) a limited recourse guarantee of each Community Holdco, secured by a pledge of each Community Holdco’s Equity Securities in each of the Project Subsidiaries in which the Community Holdcos own Equity Securities (the “**Community Holdco Pledge Agreements**”);
- (j) a limited recourse guarantee of each First Nation GP Holdco, secured by a pledge of each First Nation GP Holdco’s Equity Securities in each of the Project Subsidiaries in which the First Nation GP Holdcos own Equity Securities (the “**First Nation GP Holdco Pledge Agreements**”);
- (k) a limited recourse guarantee of each First Nation Holdco, secured by a pledge of each First Nation Holdco’s Equity Securities in each of the Project Subsidiaries in which the First Nation Holdcos own Equity Securities (the “**First Nation Holdco Pledge Agreements**”);
- (l) a limited recourse guarantee of Sponsor, secured by a pledge of Sponsor’s Equity Securities in the Borrowers and Borrower GPs (the “**Sponsor Pledge Agreement**”);
- (m) a limited recourse guarantee of Holdco, secured by a pledge of Holdco’s Equity Securities in GSC Solar Leasing GP Inc. and the Fund 1 Borrower GP (the “**Holdco Inc. Pledge Agreement**”);
- (n) a limited recourse guarantee of each Municipal GP Holdco, secured by a pledge of each Municipal GP Holdco’s Equity Securities in each of the Project GPs in which the Municipal GP Holdcos own Equity Securities (the “**Municipal GP Holdco Pledge Agreements**”);
- (o) a limited recourse guarantee of each Municipal Holdco, secured by a pledge of each Municipal Holdco’s Equity Securities in each of the Project Subsidiaries in which the Municipal Holdcos own Equity Securities (the “**Municipal Holdco Pledge Agreements**”);
- (p) a limited recourse guarantee of each Public Sector GP Holdco, secured by a pledge of each Public Sector GP Holdco’s Equity Securities in each of the Project Subsidiaries in which the Public Sector GP Holdcos own Equity Securities (the “**Public Sector GP Holdco Pledge Agreements**”);
- (q) a limited recourse guarantee of each Public Sector Holdco, secured by a pledge of each Public Sector Holdco’s Equity Securities in each of the Project Subsidiaries in which the Public Sector Holdcos own Equity Securities (the “**Public Sector Holdco Pledge Agreements**”);
- (r) the Irrevocable Direction and Acknowledgement;
- (s) such other documents as the Collateral Agent may as at the Second Restatement Date or thereafter reasonably require to give effect to, register and perfect the security interests created by the documents referred to in this Section 9.1, in all relevant jurisdictions.

9.2 Dealing with Cash Collateral

- (a) Neither Borrower nor any Project Subsidiary shall draw upon the principal amount maintained in any Collateral Account, or draw upon any interest earned upon such principal amounts, except to make expenditures that comply with the purpose for which such account was established as specified in this Agreement.
- (b) Upon the occurrence of an Event of Default that is continuing, the Collateral Agent (for the benefit of the Secured Creditors) shall have all of the rights stated to arise upon the occurrence of an Event of Default that is continuing that are set forth in each Accounts Agreement, and the Borrower shall have no rights to withdraw amounts from, to draw cheques, bills of exchange or other instruments and orders for the payment of money against either the Debt Service Reserve Account, the Distribution Reserve Account or otherwise exercise any authority or powers with respect to any of the other Collateral Accounts and any of the amounts deposited, transferred or otherwise credited to such Collateral Accounts, and all such rights shall be exercisable solely by the Collateral Agent.

9.3 Releases

In connection with a Released Project, upon repayment by the Borrowers of the Facilities in the amount so required (to the extent that such repayment is required hereunder), (a) all Assets and Equity Securities relating to the Project which is the subject of the sale or the prepayment will be automatically released from the Security, (b) the Collateral Agent upon the instruction of the Administrative Agent shall, or shall authorize the Borrowers to, file any discharge statements necessary to terminate the related registrations and, the Administrative Agent shall promptly instruct the Collateral Agent to do so, and (c) the Collateral Agent shall take any further steps reasonably requested by the Borrowers to give effect to the foregoing.

9.4 Subordination of Project Entities

The payment and performance of the Obligations under the Project Subsidiary Loan Agreements and the Liens granted by the Project Subsidiaries to the Borrowers are hereby unconditionally and irrevocably deferred, postponed and subordinated in all respects to (i) the prior final and irrevocable payment in full in cash by the Borrowers of the Obligations and (ii) the Security granted to the Collateral Agent.

Notwithstanding the foregoing, the Project Subsidiaries shall be permitted to pay to the Borrowers: (a) all amounts of interest and scheduled repayments of principal due and payable under the Project Subsidiary Loan Agreements prior to the occurrence of a Default or Event of Default in respect of the applicable Project Subsidiary or any Project owned by it; (b) its proportionate share of any prepayments or repayments the Borrowers are required to make hereunder; (c) all delay liquidated damages or compensation for delay under any Project Agreement received by a Project Subsidiary in respect of its Project or Projects, as applicable; and (d) amounts equal to its portion of legal expenses, transaction costs and any other costs paid by the Borrowers that are attributable to it, which amounts, in each case, may be used by the Borrowers for Debt Service.

ARTICLE 10
DEFAULT AND ACCELERATION

10.1 Events of Default

The occurrence of any one or more of the following events (each such event after the expiry of the cure period, if any, provided in connection therewith, being herein referred to as an “**Event of Default**”) shall constitute a Default under this Agreement:

- (a) if a Borrower shall fail to pay (i) the principal in respect of any Advance when due, or (ii) interest in respect of any Advance, fees or expenses payable under the Financing Documents or any other amount due hereunder or under the Required Hedging Program, in each case within 3 Banking Days of the date the same becomes due and payable (without duplication of any grace period in the agreements for the Required Hedging Program);
- (b) if any assets of an Obligor become subject to a Lien other than a Permitted Lien and such Obligor fails to discharge such Lien within a period of 30 days after notice in writing has been given by the Administrative Agent to the Applicable Borrower requiring such discharge, provided that if such Obligor is contesting such Lien in good faith and if such Obligor shall have provided such security as is necessary for satisfaction of the Lien according to the Administrative Agent and the Technical Agent, such longer period as the Majority Lenders may agree;
- (c) if an Obligor shall default in the observance or performance of any agreement, covenant or condition contained in Sections 2.5, 7.1(i), 7.1(l), 7.1(o), 7.1(t), 7.1(aa), 7.1(cc), 7.1(dd), 7.1(ee), 7.1(ff), 7.1(mm), 7.1(ss), 7.1(uu), 7.1(vv), 7.2 or 8.15 and shall fail to cure such default within the applicable cure period provided therein;
- (d) if an Obligor shall default in the observance or performance of any agreement, covenant or condition contained in Section 7.1(u) and shall fail to cure such default within 30 days of such default;
- (e) if the DSCR is less than 1.00:1.00 on a DSCR Calculation Date;
- (f) if any Obligor shall default in the observance or performance of any agreement, covenant or condition contained in the Financing Documents (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this Section 10.1) and, if capable of remedy, such default shall not be remedied within a period of 30 days the earlier of (i) the date notice in writing has been given by the Administrative Agent to the Borrowers and (ii) the date an Obligor becomes aware of such default; or such longer period as may be required provided the Obligor is diligently pursuing such remedy up to a maximum of 90 days, or such longer period as the Majority Lenders may agree in writing;
- (g) if any Obligor shall fail to pay the principal of (or lease payments on), or premium or interest on, any Debt outstanding in a principal amount which, when aggregated with the principal amount of all other Debt in respect of which any of them has failed to pay the principal of (or lease payments on), or premium or interest on, exceeds \$1,000,000 (or the equivalent amount in any other currency) (excluding Debt due to the Lenders

hereunder) when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt, or any other event of default or early termination event (howsoever described or designated) shall occur or condition shall exist, and shall continue after the applicable grace period, if any, specified in any agreement or instrument relating to any such Debt and the effect of such event is to accelerate, or permit the acceleration of, Debt in a principal amount which, when aggregated with the principal amount of all other Debt which is, or may be, declared due and payable prior to its specified maturity as a result of an event of default, exceeds \$1,000,000 (or the equivalent amount in any other currency), provided that solely for the purposes of this Section 10.1(g), “**Debt**” shall not include Permitted Intercompany Debt;

- (h) if any of the representations or warranties made by the Borrowers in Section 6.1 or an Obligor under any Financing Document or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Financing Document shall prove to have been incorrect in any material respect when made or deemed to be made and, in the case of a representation or warranty not so qualified, such inaccuracy could reasonably be expected to have a Material Adverse Effect, unless such incorrect representation or warranty is capable of being corrected and the Borrowers, in good faith, are diligently pursuing the correction of such incorrect representation or warranty, in which case the Borrowers shall have 30 days to correct such incorrect representation or warranty and shall, within such period, deliver to the Administrative Agent a written statement explaining the remediation, in form and substance satisfactory to the Administrative Agent;
- (i) if at any time there occurs a Change of Control of a Borrower or of a Project Subsidiary other than, in either case, pursuant to a Permitted Transfer; provided that if the Change of Control is due to a Key-Man Triggering Event, the Borrowers shall have 90 days to cure such Default to the satisfaction of the Majority Lenders;
- (j) if (i) an Obligor, or (ii) the MSA Contractor shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally as they become due or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against it seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, dissolution, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 30 days or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur; or an Obligor or the MSA Contractor, as the case may be, shall take any action to authorize any of the actions set forth above in this Section 10.1(j); provided, however, that in the case of the MSA Contractor, is replaced within 45 days or, in the case of the MSA Contractor, 90 days, by a Person satisfactory to the Majority Lenders, acting reasonably;

- (k) if any interest of any Obligor in any of its respective assets or property having a value of greater than \$1,000,000 in the aggregate is sold or foreclosed by any creditor or encumbrancer or any Person acting under legal process, or should any Person take possession, or assume control through distress or legal process, of such property and assets of a Borrower and which could, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect;
- (l) if any judgment or order or series of judgments or orders (whether or not related) for the payment of money in an aggregate amount in excess of \$1,000,000, other than any judgment or order for which an Obligor, as the case may be, will recover under a policy of insurance or be able to self-insure, shall be rendered against any one or more of the Obligors and (i) such judgment or order or series of judgments and/or orders are final with no further right of appeal and the Borrowers have not satisfied the Majority Lenders, acting reasonably, that any Obligor, as the case may be, is able to satisfy such judgment or order or series of judgments and/or orders; or (ii) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or series of judgments and/or orders, as the case may be, which have not been stayed; or (iii) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment or order or series of judgments and/or orders, as the case may be, by reason of a pending appeal or otherwise, shall not be in effect;
- (m) if (i) a Material Project Agreement is terminated (other than in accordance with its terms, provided such termination does not arise from a breach or failure of a Project Subsidiary to perform its obligations thereunder) or is otherwise not in full force and effect and is not reinstated or replaced within 30 days, (ii) an Obligor is in breach of any material provision of a Material Project Agreement and such breach has not been remedied within half of the applicable grace period, if any, specified in the relevant Material Project Agreement or, if the Lenders have a greater grace period pursuant to a Direct Agreement, within half the applicable grace period provided under the applicable Direct Agreement, or such longer period as is acceptable to the Majority Lenders, acting reasonably, or (iii) any other party to a Material Project Agreement, other than such Obligor, is in breach of any material provision of such Material Project Agreement (beyond the expiration of applicable cure or grace periods, if any) and, in each case, such event specified in (i), (ii) or (iii) above, as the case may be, has had or would reasonably be expected to have a Material Adverse Effect;
- (n) if the MSA Agreement has not been extended or a new operator appointed pursuant to a new agreement relating to the management, operation, maintenance, use, occupancy and upkeep of any Project on terms and in form satisfactory to the Lenders at least 45 days prior to the scheduled expiry of the MSA Agreement;
- (o) if any Material Project Approvals shall be adversely modified or suspended, revoked or cancelled, by the issuing agency or other Governmental Authority having jurisdiction; provided, however, that the foregoing shall not result in an Event of Default under this Section 10.1(o) if the Applicable Borrower diligently pursues and obtains a replacement of such Project Approvals within 30 days after its modification, suspension, revocation or cancellation and during such time such event has not had, does not have and could not reasonably be expected to have a Material Adverse Effect;
- (p) if the obligations of an Obligor hereunder or under any other Financing Document (or any other party thereto other than a Secured Creditor) shall cease to constitute the legal,

valid and binding obligations of such Person, or shall cease to be in full force and effect or any Financing Document is declared to be void or voidable, in each case, as a result of any act or omission of such Person or is repudiated by such Person, or the validity, binding effect, legality or enforceability of any Financing Document is at any time contested or denied by such Person, or such Person denies that it has any or any further liability or obligation hereunder or thereunder or any action or proceeding is commenced to enjoin or restrain the performance or observance by such Person of any material term of any Financing Document or to question the validity or enforceability of any Financing Document and any such declaration, cessation, action or proceeding shall remain unremedied, unstayed or undismissed, as applicable, for a period of 30 days, or at any time it is unlawful or impossible for such Person to perform any of its material obligations hereunder or thereunder;

- (q) if any Project is (i) abandoned, or (ii) transferred or sold other than in accordance with this Agreement;
- (r) if the validity, enforceability, perfection or priority of the Security Interest in favour of the Collateral Agent constituted by the Security Documents is adversely affected other than by reason of the action, or failure to act, of the Collateral Agent and the Collateral Agent or the Majority Lenders determine, in their sole discretion (acting in good faith), that their security position is materially adversely affected and such default is not remedied within 20 Banking Days following the earlier of (x) the date of issuance by the Administrative Agent or the Collateral Agent of a notice thereof to the Borrowers and (y) the date a Borrower becomes aware of such default;
- (s) if, in relation to any Community Project, the number of Qualifying Members at any time declines below the minimum number prescribed pursuant to Section 7.1(g); or
- (t) if the IESO assigns a PPA with respect to a MicroFIT Project to an entity that does not have an equal or better credit rating than the IESO and, as a result thereof, no longer remains responsible for the original obligations thereunder.

10.2 Acceleration

Upon the occurrence of an Event of Default and at any time thereafter while an Event of Default is continuing, the Administrative Agent may at the request of the Majority Lenders, or the Lenders may, by written notice to the Borrowers:

- (a) declare the Advances made to the Borrowers and all other Obligations under any Financing Document (other than in connection with any Hedge Arrangement which shall be governed by the terms of the applicable hedge agreement) to be immediately due and payable (whereupon the same shall become so payable together with accrued interest thereon and any other sums then owed by the Borrowers hereunder) or declare such Advances to be due and payable on demand of the Lenders; and/or
- (b) declare that the commitments of the Lenders to make the Facilities available shall be cancelled, whereupon the same shall be cancelled.

Notwithstanding the foregoing, upon the occurrence of an Event of Default described in clause (j) or (k) above, the Advances and all other Obligations under any Financing Document will automatically and immediately become due and payable.

If, pursuant to this Section 10.2, the Administrative Agent declares any Advances made to the Borrowers to be due and payable on demand, then, and at any time thereafter, a Lender may by written notice to the Borrowers call for repayment of such Advances on such date or dates as it may specify in such notice (whereupon the same shall become due and payable on such date together with accrued interest thereon and any other sums then owed by the Borrowers hereunder) or withdraw its declaration with effect from such date as it may specify in such notice.

Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default, each Borrower hereby acknowledges that it shall then, on a joint several basis, be indebted to, and shall be obligated to pay to the Lenders, as a separate and absolute obligation, (a) all unpaid principal amount of and accrued interest on the Advances and (b) all other amounts accrued or owing hereunder or in connection with the Facilities and for such purpose, without limiting the generality of the foregoing, the Lenders and the Collateral Agent shall be entitled to apply any cash collateral which the Borrowers have previously delivered to them in accordance with the terms of this Agreement.

10.3 Remedies Cumulative and Waivers

It is expressly understood and agreed that the rights and remedies of the Administrative Agent, the Collateral Agent and the Lenders hereunder, and under any other instrument executed pursuant to this Agreement (including the other Financing Documents), are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Administrative Agent, the Collateral Agent or the Lenders of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or any such other instrument shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Administrative Agent, the Collateral Agent or the Lenders may be lawfully entitled for such default or breach. Any waiver by the Administrative Agent, the Collateral Agent or the Lenders of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein or in any other instrument executed pursuant to this Agreement and any indulgence granted, either expressly or by course of conduct, by the Administrative Agent, the Collateral Agent or the Lenders shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Lenders under this Agreement or any such other instrument as a result of any other default or breach hereunder or under any such instrument.

10.4 Suspension of Lenders' Obligations

Without prejudice to the rights which arise out of this Agreement or under Applicable Law, the occurrence of a Default or Event of Default shall, while such Default or Event of Default shall be continuing, relieve the Lenders of all obligations to make any Advances hereunder (whether or not any Advance Request in respect of any such Advance shall have been received by the Lenders prior to the occurrence of a Default or Event of Default) or to accept or comply with any Advance Request.

10.5 Application of Payments After an Event of Default

Upon any declaration or acceleration under Section 10.2 or the exercise of any other remedy following an Event of Default, unless otherwise directed by the Administrative Agent (at the

direction of each of the Lenders), all payments made by the Borrowers hereunder shall be applied in the following order:

- (a) first, to payment of any fees and expenses owed to the Administrative Agent and Collateral Agent hereunder or under any other Financing Document;
- (b) second, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable legal fees) of the Administrative Agent and the Collateral Agent in connection with enforcing the rights of the Administrative Agent, the Collateral Agent and/or the Lenders under the Financing Documents;
- (c) third, to payment of any fees owed to the Lenders hereunder or under any other Financing Document;
- (d) fourth, to the payment of all reasonable out-of-pocket costs and expenses (including reasonable legal fees) of the Lenders in connection with enforcing the rights of the Administrative Agent, the Collateral Agent and/or the Lenders under the Financing Documents;
- (e) fifth, to the payment of all Obligations consisting of interest payable to the Lenders hereunder and the payment of all Obligations including fees, premiums and scheduled periodic payments, and any interest accrued thereon, under the Required Hedging Program;
- (f) sixth, pro rata, to the payment of (i) all Obligations consisting of breakage, termination or other payments, and any interest accrued thereon, under the Requirement Hedging Program and (ii) the outstanding principal amount of the Advances;
- (g) seventh, to the payment of the outstanding principal amount of the Advances; and
- (h) eighth, to the payment of the surplus, if any, to whomever may be lawfully entitled to receive such surplus.

ARTICLE 11

THE ADMINISTRATION OF THE FACILITIES

11.1 Authorization of Action

- (a) Each Lender hereby irrevocably appoints and authorizes the Administrative Agent to be its agent in its name and on its behalf and to exercise such rights or powers granted to the Administrative Agent or the Lenders under this Agreement and the other Financing Documents to the extent specifically provided herein and therein and on the terms hereof and thereof, together with such rights, powers and discretions as are reasonably incidental thereto. Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement or the other Financing Documents to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Administrative Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Administrative Agent, it is understood that in all cases the Administrative Agent shall be

fully justified in failing or refusing to take any such action under this Agreement or the other Financing Documents if it shall not have received such written instruction, advice or concurrence of the Majority Lenders or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Financing Documents or any agreement to which the Lenders and the Administrative Agent or Collateral Agent is a party and acting in accordance with such documents (such Lenders being referred to herein as the “**Relevant Lenders**”), as the Administrative Agent deems appropriate. Upon receipt of such written instruction, advice or concurrence from the Relevant Lenders, the Administrative Agent shall take such discretionary actions in accordance with such written instruction, advice or concurrence. This provision is intended solely for the benefit of the Administrative Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.

- (b) Each Lender hereby irrevocably appoints and authorizes the Collateral Agent to be its agent on its behalf and to exercise such rights or powers granted to the Collateral Agent under this Agreement and the other Financing Documents to the extent specifically provided herein and therein and on the terms hereof and thereof, together with such rights, powers and discretions as are reasonably incidental thereto. Notwithstanding anything else to the contrary herein, whenever reference is made in this Agreement or the other Financing Documents to any discretionary action by, consent, designation, specification, requirement or approval of, notice, request or other communication from, or other direction given or action to be undertaken or to be (or not to be) suffered or omitted by the Collateral Agent or to any election, decision, opinion, acceptance, use of judgment, expression of satisfaction or other exercise of discretion, rights or remedies to be made (or not to be made) by the Collateral Agent, it is understood that in all cases the Collateral Agent shall be fully justified in failing or refusing to take any such action under this Agreement or the other Financing Documents if it shall not have received such written instruction, advice or concurrence of the Administrative Agent (acting in accordance with the Financing Documents), as it deems appropriate. This provision is intended solely for the benefit of the Collateral Agent and its successors and permitted assigns and is not intended to and will not entitle the other parties hereto to any defense, claim or counterclaim, or confer any rights or benefits on any party hereto.
- (c) Notwithstanding anything set forth herein or in any other Financing Document, each Lender confirms that this Agreement, all other Financing Documents and all other closing deliverables have been settled and accepted by the Lenders without any exercise of, and without any Lender reliance upon, any discretion on the part of the Administrative Agent or the Collateral Agent and without the consent, approval or other agreement of Administrative Agent or the Collateral Agent. The Lenders are solely responsible for the management of the closing process under this Agreement, and neither the Administrative Agent or the Collateral Agent has any responsibility whatsoever for such closing process.

11.2 Procedure for Making Advances

- (a) Subject to the terms hereof, the Administrative Agent shall make Advances under the Term Facility available to the Applicable Borrower as required hereunder by 3:00 p.m. on the relevant Drawdown Date by debiting the account of the Administrative Agent to which the Lenders’ Rateable Portions of such Advances have been credited in accordance with Section 11.2(b) (or causing such account to be debited) and, in the

absence of other arrangements agreed to by the Administrative Agent and the Applicable Borrower in writing, by transferring (or causing to be transferred) like funds in accordance with the instructions of the Applicable Borrower to the Borrower Revenue Account; provided that the obligation of the Administrative Agent hereunder shall be limited to taking such steps as are commercially reasonable to implement such instructions, which steps once taken shall constitute conclusive and binding evidence that such funds were advanced hereunder in accordance with the provisions relating thereto and the Administrative Agent shall not be liable for any damages, claims or costs which may be suffered by the Applicable Borrower and occasioned by the failure of such Advance to reach the designated destination, except to the extent such damages, claims or costs are the result of the gross negligence or wilful misconduct of the Administrative Agent.

- (b) Each Lender shall make available to the Administrative Agent its Rateable Portion of each Advance by deposit to the relevant account specified by the Administrative Agent to the Lenders in writing from time to time no later than 12:00 noon on the relevant Drawdown Date. Unless the Administrative Agent has been notified by a Lender on the Banking Day prior to the Drawdown Date requested by the Applicable Borrower that such Lender will not make available to the Administrative Agent its Rateable Portion of such Advance, the Administrative Agent may assume that such Lender has made such portion of the Advance available to the Administrative Agent on the Drawdown Date in accordance with the provisions hereof and the Administrative Agent may, in reliance upon such assumption, make available to the Applicable Borrower on such date a corresponding amount by deposit to the Applicable Borrower's Account. If and to the extent such Lender shall not have so made its Rateable Portion of the Advance available to the Administrative Agent, then such Lender shall agree to pay to the Administrative Agent forthwith on demand such Lender's Rateable Portion of the Advance and all reasonable costs and expenses incurred by the Administrative Agent in connection therewith together with interest thereon (at the rate payable thereunder by the Borrower in respect of such Advance) for each day from the date such amount is made available to the Applicable Borrower until the date such amount is paid to the Administrative Agent (and, for greater certainty, such Lender shall not be entitled to be compensated or indemnified for such amounts by the Borrowers). The amount payable to the Administrative Agent pursuant hereto shall be as set forth in a certificate delivered by the Administrative Agent to such Lender and the Borrowers (which certificate shall contain reasonable details of how the amount payable is calculated) and shall be conclusive and binding, for all purposes, in the absence of manifest error. If such Lender makes the payment to the Administrative Agent required herein, such Lender shall be considered to have made its Rateable Portion of the Advance for purposes of this Agreement and the Administrative Agent shall make appropriate entries in the books of account maintained by the Administrative Agent pursuant to Section 3.4.
- (c) No Lender shall be responsible for the failure of any other Lender to make the Rateable Portion of the Advance to be made by such other Lender on the date of any Advance.

11.3 Remittance of Payments

Subject to Section 10.5, forthwith after receipt of any prepayment or any repayment of principal or payment of interest or fees pursuant to any provision of this Agreement, the Administrative Agent shall remit to each Lender its Rateable Portion thereof; provided, however, that the Administrative Agent shall be entitled to set off against and deduct from any amount payable to a Lender any

outstanding amounts payable by such Lender to the Administrative Agent pursuant to Section 11.2(b). Forthwith after receipt of any payment of Commitment Fees pursuant to Section 3.2, the Administrative Agent shall remit to each Lender its Rateable Portion of such payment. If the Administrative Agent, on the assumption that it will receive on any particular date a payment of principal, interest or fees hereunder, remits such payment to the Lenders and the Borrowers fail to make such payment, each of the Lenders agrees to repay to the Administrative Agent forthwith on demand the amount received by it together with all reasonable costs and expenses incurred by the Administrative Agent in connection therewith to the extent not reimbursed by the Borrowers and interest thereon at the rate and calculated in the manner applicable to the Advance in respect of which such payment was made for each day from the date such amount is remitted to the Lenders, the exact amount of the repayment required to be made by the Lenders pursuant hereto be as set forth in a certificate delivered by the Administrative Agent to each Lender, which certificate shall be conclusive and binding for all purposes in the absence of manifest error. The Administrative Agent shall make appropriate entries in the books of account to reflect the foregoing.

11.4 Redistribution of Payment

- (a) If any Lender receives or recovers (whether by payment or combination of accounts or otherwise) an amount owed to it by the Borrowers under this Agreement otherwise than through the Administrative Agent or the Collateral Agent, then such Lender shall, within 5 Banking Days following such receipt or recovery, notify the Administrative Agent in writing (who shall in turn notify the other Lenders) of such fact.
- (b) Subject to the other terms and conditions of this Agreement, if at any time the proportion which any Lender (a “**recovering Lender**”) has received or recovered (whether by payment or combination of accounts or otherwise) in respect of its portion of any payment to be made under this Agreement by the Borrowers for the account of such recovering Lender and one or more other Lenders is greater (the amount of the excess being herein called the “**excess amount**”) than the proportion thereof received or recovered by the Lender or Lenders receiving or recovering the smallest proportion thereof, then:
 - (i) the recovering Lender shall, within five Banking Days following such receipt or recovery, pay to the Administrative Agent an amount equal to the excess amount; and
 - (ii) the Administrative Agent shall treat the amount received by it from the recovering Lender pursuant to paragraph (i) above as if such amount had been received by it from each Borrower pursuant to its obligations under this Agreement and shall pay the same to the Persons entitled thereto (including such recovering Lender) pro rata to their respective entitlements thereto in which event, for all purposes in connection herewith, the recovering Lender shall be deemed only to have received or recovered from the Borrowers that portion of the excess amount which is actually kept by the recovering Lender pursuant to this Section 11.4(b)(ii).
- (c) If a Lender that has paid an excess amount to the Administrative Agent in accordance with Section 11.4(b)(i) is required to refund the whole (or a portion) of such excess amount to the Borrowers, then each of the other Lenders shall pay to the Administrative Agent for the account of that Lender the whole (or that proportion) of the amount

received by it as a result of the distribution in respect of that excess amount made by the Administrative Agent pursuant to Section 11.4(b)(ii).

11.5 Duties and Obligations

- (a) Neither the Administrative Agent, the Technical Agent nor the Collateral Agent nor any of their respective directors, officers, agents or employees (and, for purposes hereof, the Administrative Agent, the Technical Agent and the Collateral Agent shall be deemed to be contracting for and on behalf of such Persons) shall be liable for any action taken or omitted to be taken by it or them under or in connection with this Agreement or the other Financing Documents except for its or their own gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Administrative Agent, the Technical Agent and the Collateral Agent:
 - (i) may assume that there has been no assignment or transfer by any means by the Lenders of their rights hereunder, unless and until the Administrative Agent has received a duly completed and executed assignment in form satisfactory to it;
 - (ii) may consult with legal counsel (including the counsel to the Borrowers), independent public accountants and other experts of reputable standard selected by it and shall not be liable for any action taken or omitted to be taken without gross negligence or willful misconduct by it in accordance with the advice of such counsel, accountants or experts;
 - (iii) shall incur no liability under or in respect of this Agreement or any other Financing Document by acting and/or relying upon any notice, consent, certificate or other instrument or writing believed by it without gross negligence or willful misconduct to be genuine and signed or sent by the proper party or parties or by acting upon any representation or warranty of the Borrowers or an Obligor made or deemed to be made hereunder or pursuant to any other Financing Document;
 - (iv) may assume that no Default or Event of Default has occurred and is continuing unless an appropriate officer charged with direct responsibility for the administration of this Agreement has actual notice or knowledge to the contrary;
 - (v) may rely as to any matters of fact which might reasonably be expected to be within the knowledge of any Person upon a certificate signed by or on behalf of such Person;
 - (vi) shall incur no liability, in the absence of the gross negligence and/or wilful misconduct on its part, for its failure to distribute to any Lender the financial statements or other information provided to the Administrative Agent, the Technical Agent or the Collateral Agent by the Borrowers;
 - (vii) may refuse to perform any duty or exercise any right or power which would require it to expend its own funds or risk any liability; and
 - (viii) shall incur no liability nor have any responsibility for any financial statements, certificates, notices or other information provided to the Administrative Agent, the Technical Agent or the Collateral Agent by or on behalf of the Borrowers

and distributed by the Administrative Agent, the Technical Agent or the Collateral Agent to the Lenders.

Further, neither the Administrative Agent, the Technical Agent nor the Collateral Agent (x) shall have any duty to ascertain or to enquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement or any other Financing Document or to inspect the property (including the books and records) of the Borrowers or Sponsor nor (y) shall be responsible to any Lenders for the due execution, legality, validity, enforceability, perfection, registration, genuineness, sufficiency or value of this Agreement, any Financing Document or any instrument or document furnished pursuant hereto or thereto.

- (b) Neither the Administrative Agent, the Technical Agent nor the Collateral Agent makes any warranty or representation to any Lender and shall not be responsible to any Lender for the accuracy or completeness of the data made available to any of the Lenders in connection with the negotiation of this Agreement, or for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement or any other Financing Document and Collateral Agent shall be entitled to exclusively rely on the instruction or confirmation of Administrative Agent in regards to any such Lender approval.
- (c) Except as otherwise provided for herein, the Administrative Agent, the Technical Agent and the Collateral Agent may, but are not obligated to, seek the approval of the Majority Lenders to any consents required to be given by the Administrative Agent, the Technical Agent or the Collateral Agent hereunder or under any other Financing Document and the Collateral Agent shall be entitled to exclusively rely on the instruction or confirmation of the Administrative Agent in regards to any such approval by the Majority Lenders.
- (d) In no event shall the Administrative Agent, the Technical Agent and Collateral Agent be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether such Administrative Agent, the Technical Agent and Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.
- (e) The duties, responsibilities and obligations of the Administrative Agent, the Technical Agent and Collateral Agent shall be limited to those expressly set forth in this Agreement and no duties, responsibilities or obligations shall be inferred or implied against the Administrative Agent, the Technical Agent and Collateral Agent.
- (f) The Administrative Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Administrative Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).
- (g) Notwithstanding any other term of this Agreement, The Bank of Nova Scotia and Deutsche Bank AG New York Branch as the Co-Lead Arrangers shall not have any powers, duties, obligations or responsibilities under this Agreement or any of the other

Financing Documents, except in each of their capacities, as applicable, as a Lender or in any other role hereunder.

11.6 Prompt Notice to the Lenders

Notwithstanding any other provisions herein, but subject to the provisions of Section 11.5(a)(vi), the Administrative Agent agrees to provide to the Lenders, with copies where appropriate, all information, notices and reports required to be given to the Administrative Agent by the Borrowers promptly upon receipt of same, excepting therefrom information and notices relating solely to the role of the Administrative Agent hereunder.

11.7 Authority of the Administrative Agent, the Collateral Agent and the Technical Agent

With respect to its Commitment and the Advances made by it as a Lender, the Administrative Agent, the Collateral Agent and the Technical Agent (as applicable) shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Administrative Agent, the Collateral Agent or the Technical Agent (as applicable). The Administrative Agent, the Collateral Agent and the Technical Agent (as applicable) may accept deposits from, lend money to, and generally engage in any kind of business with the Borrowers, Sponsor and their Affiliates or any Person owned or Controlled by any of them and any Person which may do business with any of them, all as if the Administrative Agent, the Collateral Agent or the Technical Agent (as applicable) was not the Administrative Agent, the Collateral Agent or the Technical Agent (as applicable) hereunder and without any duties to account therefor to the Lenders.

11.8 Collateral Agent and Technical Agent

- (a) Except to the extent resulting from the Collateral Agent's or Technical Agent's gross negligence or wilful misconduct, the Collateral Agent and the Technical Agent (as applicable) shall not be liable for:
 - (i) any debts contracted by it, for damages to Persons or property or for salaries or non-fulfilment of contracts during any period when the Collateral Agent shall manage any collateral upon entry (if applicable), nor shall the Collateral Agent be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss on realization or for any default or omission for which a mortgagee in possession may be liable (if applicable). The Collateral Agent shall not be bound to do, observe or perform or to see to the observance or performance by the Borrowers or other person of any obligations or covenants imposed upon the Borrowers or such other person nor shall the Collateral Agent, in the case of securities, instruments or chattel paper, be obliged to preserve rights against other persons, nor shall the Collateral Agent be obliged to keep any of the collateral identifiable or to confirm that any Security Interest has been duly perfected;
 - (ii) any action taken or not taken by it on the instructions of the Administrative Agent (or as the Collateral Agent believes in good faith is necessary, under the provisions of the Financing Documents);
 - (iii) any delay (or any related consequence) in crediting an account with an amount required under the Financing Documents to be paid by the Collateral Agent if it

has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognized clearing or settlement system used by the Collateral Agent for that purpose;

- (iv) any consequential, punitive or special damages;
 - (v) not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Collateral Agent (including but not limited to any act or provision of any present or future law or regulation or Governmental Authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, loss or malfunctions of utilities, computer (hardware or software) or communication services or the unavailability of any wire or facsimile or other wire or communication facility); or
 - (vi) any errors in judgment provided the Collateral Agent or the Technical Agent (as applicable) has not been negligent in ascertaining the pertinent facts.
- (b) The Administrative Agent, the Collateral Agent and the Technical Agent may employ agents or attorneys to transact or concur in transacting any business and to do or concur in doing any acts required to be done by the Administrative Agent, the Collateral Agent and the Technical Agent and shall not be responsible for the misconduct or negligence of any such agent appointed with due care.
- (c) The Collateral Agent and the Technical Agent shall be entitled to treat a facsimile, pdf or e-mail communication or communication by other similar electronic means in a form satisfactory to the Collateral Agent or the Technical Agent (as applicable) from a person purporting to be (and whom such Collateral Agent or Technical Agent (as applicable), acting reasonably, believes in good faith to be) the authorized representative of the Borrowers or Administrative Agent, as sufficient instructions and authority of the Borrowers or Administrative Agent or the Collateral Agent or the Technical Agent (as applicable) to act and shall have no duty to verify or confirm that person is so authorized. The Collateral Agent and the Technical Agent shall have no liability for any losses, liabilities, costs or expenses incurred by it as a result of such reliance upon or compliance with such instructions or directions. The Borrowers agree: (i) to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Collateral Agent and the Technical Agent, including without limitation the risk of the Collateral Agent and the Technical Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Collateral Agent and the Technical Agent and that there may be more secure methods of transmitting instructions than the method(s) selected by the Borrowers or Administrative Agent; and (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

11.9 Lenders' Independent Credit Decision

It is understood and agreed by each Lender that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Borrowers and their Subsidiaries.

Accordingly, each Lender confirms with the Administrative Agent and the Collateral Agent that it has not relied, and will not hereafter rely, on the Administrative Agent or the Collateral Agent (a) to check or enquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Borrowers or any other Person under or in connection with this Agreement, any other Financing Document or the transactions herein or therein contemplated (whether or not such information has been or is hereafter distributed to such Lender by the Administrative Agent or the Collateral Agent), or (b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Borrowers, Sponsor or any of their Affiliates. Each Lender acknowledges that a copy of this Agreement and each other Financing Document has been made available to it for review and each Lender acknowledges that it is satisfied with the form and substance of this Agreement and each other Financing Document.

11.10 Indemnification and Liability for Chargebacks

- (a) Each Lender hereby agrees to indemnify the Administrative Agent, the Collateral Agent and the Technical Agent (to the extent not reimbursed by the Borrowers) in its Rateable Portion, from and against any and all liabilities, claims, obligations, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent, the Collateral Agent or the Technical Agent (in their respective capacities as agent for the Lenders) in any way relating to or arising out of this Agreement or other Financing Documents or any action taken or admitted by the Administrative Agent, the Collateral Agent or the Technical Agent under or in respect of this Agreement or the other Financing Documents or any other Financing Document; provided that no Lender shall be liable for any portion of such liabilities, obligations, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's, the Collateral Agent's or the Technical Agent's gross negligence or willful misconduct. Without limiting the generality of the foregoing, each Lender agrees to reimburse the Administrative Agent, the Collateral Agent and the Technical Agent promptly upon demand in the proportion specified herein in respect of any out of pocket expenses (including counsel fees) incurred by the Administrative Agent, the Collateral Agent or the Technical Agent (as applicable) in connection with the preservation of any rights of the Administrative Agent, the Collateral Agent, the Technical Agent or the Lenders under, or the enforcement of, or legal advice in respect of the rights or responsibilities under, this Agreement or any other Financing Document, to the extent that the Administrative Agent, the Collateral Agent or the Technical Agent is not reimbursed for such expenses by the Borrowers. The Administrative Agent, the Collateral Agent and the Technical Agent may refuse to perform any duty or exercise any right or power unless it receives indemnity satisfactory to it against the costs, expenses and liabilities which might be incurred by it in performing such duty or exercising such right or power.
- (b) In addition to the foregoing, each Lender hereby agrees to pay to the Administrative Agent and the Collateral Agent, in its Rateable Portion, within five Banking Days following receipt of a written notice thereof by the Administrative Agent or the

Collateral Agent, such funds as are necessary in order for the Administrative Agent or the Collateral Agent to make the payments required to be made to any Account Bank pursuant to any Accounts Agreement as a result of the return of any cheque, money order, wire transfer, note, draft, other order for payment of money, other remittance or other adjustment as required by the applicable Account Bank pursuant to the applicable Accounts Agreement.

11.11 Successor Administrative Agent

The Administrative Agent may, as hereinafter provided, resign at any time by giving not less than 30 days' written notice thereof to the Lenders and the Borrowers. The Administrative Agent may be removed at any time on not less than 30 days' written notice thereof by the Majority Lenders provided that the Majority Lenders have designated a successor who is prepared to act and who (prior to the occurrence of a Default) is acceptable to the Borrowers, acting reasonably. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Administrative Agent (the "**Successor Administrative Agent**") who shall be a Lender having not less than 20% of Commitments and who shall be acceptable to the Borrowers, acting reasonably. Upon the acceptance of any appointment as Administrative Agent hereunder by a Successor Administrative Agent, such Successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent and the retiring Administrative Agent shall thereupon be discharged from its further duties and obligations as Administrative Agent under this Agreement. After any retiring Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Article 11 shall continue to enure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent hereunder. The Administrative Agent may be entitled to appoint a sub-agent at any time to perform the duties of the Administrative Agent hereunder. If the Majority Lenders are unable to agree upon a successor administrative agent within thirty (30) days after such resignation or removal, the Administrative Agent may apply to a court of competent jurisdiction for the appointment of a successor administrative agent or for other appropriate relief. The costs and expenses (including its attorney's fees and expenses) incurred by the Administrative Agent in connection with such proceeding shall be paid by the Borrower.

11.12 Successor Collateral Agent

The Collateral Agent may, as hereinafter provided, resign at any time by giving not less than 30 days' written notice thereof to the Administrative Agent and the Borrowers. The Collateral Agent may be removed at any time on not less than 30 days' written notice thereof by the Majority Lenders provided that the Administrative Agent on the instruction of the Majority Lenders have designated a successor who is prepared to act and who (prior to the occurrence of a Default) is acceptable to the Borrowers, acting reasonably. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Collateral Agent (the "**Successor Collateral Agent**") who shall be, or whose Affiliate shall be, a Lender and who shall (prior to the occurrence of a Default) be acceptable to the Borrowers, acting reasonably. Upon the acceptance of any appointment as Collateral Agent hereunder by a Successor Collateral Agent, such Successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent and the retiring Collateral Agent shall thereupon be discharged from its further duties and obligations as Collateral Agent under this Agreement. After any retiring Collateral Agent's resignation or removal hereunder as Collateral Agent, the provisions of this Article 11 shall continue to enure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent hereunder. If the Majority Lenders are unable to agree upon a successor collateral agent within thirty (30) days after such resignation or removal, the Collateral Agent may apply to a court of competent jurisdiction for the appointment of a successor collateral agent or for other appropriate relief. The costs and expenses (including its attorney's

fees and expenses) incurred by the Collateral Agent in connection with such proceeding shall be paid by the Borrowers.

11.13 Successor Technical Agent

The Technical Agent may, as hereinafter provided, resign at any time by giving not less than 30 days' written notice thereof to the Administrative Agent, the Collateral Agent and the Borrowers. The Technical Agent may be removed at any time on not less than 30 days' written notice thereof by the Majority Lenders provided that the Administrative Agent on the instruction of the Majority Lenders have designated a successor who is prepared to act and who (prior to the occurrence of a Default) is acceptable to the Borrowers, acting reasonably. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Technical Agent (the "**Successor Technical Agent**") who shall be, or whose Affiliate shall be, a Lender and who shall (prior to the occurrence of a Default) be acceptable to the Borrowers, acting reasonably. Upon the acceptance of any appointment as Technical Agent hereunder by a Successor Technical Agent, such Successor Technical Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Technical Agent and the retiring Technical Agent shall thereupon be discharged from its further duties and obligations as Technical Agent under this Agreement. After any retiring Technical Agent's resignation or removal hereunder as Technical Agent, the provisions of this Article 11 shall continue to enure to its benefit as to any actions taken or omitted to be taken by it while it was Technical Agent hereunder. If the Majority Lenders are unable to agree upon a successor technical agent within thirty (30) days after such resignation or removal, the Technical Agent may apply to a court of competent jurisdiction for the appointment of a successor technical agent or for other appropriate relief. The costs and expenses (including its attorney's fees and expenses) incurred by the Technical Agent in connection with such proceeding shall be paid by the Borrowers.

11.14 Action by and Consent of Lenders

- (a) Where the terms of this Agreement refer to any action to be taken hereunder by the Lenders or to any such action that requires the consent of the Lenders, then, unless specifically otherwise indicated herein, the action taken by and the consent given by the Majority Lenders shall constitute the action or consent herein referred to; and, without limitation, for greater certainty, any declaration or acceleration under Section 10.2 shall be made or taken with the consent of the Majority Lenders and any action so taken shall be binding on all the Lenders and, subject to Section 11.1(c), all the Lenders shall cooperate in any action so taken or otherwise taken hereunder with the consent of or on the instructions of the Majority Lenders.
- (b) No amendment, waiver or consent listed in this Section 11.14(b) shall be effective, unless it is in writing and signed by all the Lenders:
 - (i) releases of security in respect of assets (except in respect of assets disposed of in accordance with this Agreement) and postponements or subordinations of, or amendments to, Security (except in respect of postponements or subordinations of, or amendments to, Security made in accordance with this Agreement);
 - (ii) reduce the principal of, or interest on, or discount rate or margin applicable to any Commitments, Advances or fees hereunder;

- (iii) increase the Commitment of any Lender or subject any Lender to any additional obligation;
 - (iv) decrease the amount of any Facility other than in accordance with the terms of this Agreement;
 - (v) postpone any date fixed for any payment of principal of or reduce any principal payment to be made hereunder, or postpone any date fixed for any payment of interest on, any Commitments, Advances or fees hereunder or increase the term or maturity of the Facilities;
 - (vi) amend this Section 11.14;
 - (vii) amend the definition of “Lenders” or “Majority Lenders” or otherwise change the threshold number or percentage of Lenders required to consent or otherwise exercise discretion to take (or refrain from taking) any particular action under or in connection with this Agreement;
 - (viii) except as otherwise expressly provided for hereunder, permit a change in the Borrowers or an assignment or transfer of any of its rights or obligations under any Financing Document;
 - (ix) amend any of Sections 8.15 or 10.5;
 - (x) release any portion of the Security or make any material amendment thereto, except to the extent specifically provided for in this Agreement; or
 - (xi) amend any of the definition of “Rateable Portion”, Section 11.3 or Section 11.4.
- (c) No amendment, waiver, or consent shall amend, modify or otherwise affect the rights or duties of the Administrative Agent and Collateral Agent hereunder without the prior written consent of the Administrative Agent and Collateral Agent.

11.15 Taking and Enforcement of Remedies

- (a) Each of the Lenders hereby acknowledges that, to the extent permitted by Applicable Law, the remedies provided hereunder to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder are to be exercised not severally, but collectively by the Administrative Agent or the Collateral Agent as applicable, upon the decision of the Lenders regardless of whether declaration or acceleration was made pursuant to Section 10.2; accordingly, notwithstanding any of the provisions contained herein, but subject to the provisions of Section 11.14, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action with respect to the Facilities, including any declaration or acceleration under Section 10.2, but that any such action shall be taken only by the Administrative Agent or the Collateral Agent, as applicable, with the prior written agreement of the Lenders, provided that, notwithstanding the foregoing:
- (i) in the absence of instructions from the Lenders and where in the sole opinion of the Administrative Agent or the Collateral Agent, as applicable, the exigencies of the situation warrant such action, the Administrative Agent or the Collateral Agent, as applicable, may without notice to or consent of the Lenders take such

action on behalf of the Lenders as it deems appropriate or desirable in the interest of the Lenders; and

- (ii) the commencement of litigation before any court shall be made in the name of each Lender individually unless the laws of the jurisdiction of such court permit such litigation to be commenced in the name of the Administrative Agent or the Collateral Agent, as applicable, on behalf of the Lenders (whether pursuant to a specific power of attorney in favour of the Administrative Agent, the Collateral Agent or otherwise) and the Administrative Agent or the Collateral Agent, as applicable, agrees to commence such litigation in its name;

each of the Lenders hereby further covenants and agrees that upon any such written consent being given by the Lenders, they shall cooperate fully with the Administrative Agent and the Collateral Agent to the extent requested by the Administrative Agent or the Collateral Agent, as applicable, in the collective realization including the appointment of a receiver and manager to act for their collective benefit; and each Lender covenants and agrees to do all acts and things and to make, execute and deliver all agreements and other instruments, including any instruments necessary to effect any registrations, so as to fully carry out the intent and purpose of this Section 11.15; and each of the Lenders hereby covenants and agrees that it has not heretofore and shall not seek, take, accept or receive any security for any of the obligations and liabilities of the Borrower hereunder or under any other document, instrument, writing or agreement ancillary hereto other than such security as is provided hereunder or thereunder and shall not enter into any agreement with any of the parties hereto or thereto relating in any manner whatsoever to the Facilities, unless all of the Lenders shall at the same time obtain the benefit of any such security or agreement, as the case may be.

- (b) The Lenders hereby further covenant and agree that upon any written consent referred to above being given by the Lenders, they shall co-operate fully with the Administrative Agent or the Collateral Agent, as applicable, to the extent requested by the Administrative Agent or the Collateral Agent, as applicable, in the collective realization including the appointment of a receiver and manager to act for their collective benefit; and each Lender covenants and agrees to do all acts and things to make, execute and deliver all agreements and other instruments, including any instruments necessary to effect any registrations, so as to fully carry out the intent and purpose of this Section 11.15.
- (c) Notwithstanding any other provision contained in this Agreement, no Lender shall be required to be joined as a party to any litigation commenced against the Borrowers by the Administrative Agent, the Collateral Agent or the Majority Lenders hereunder (unless otherwise required by any court of competent jurisdiction) if it elects not to be so joined in which event any such litigation shall not include claims in respect of the rights of such Lenders against the Borrowers hereunder until such time as such Lenders do elect to be so joined; provided that if at the time of such subsequent election it is not possible or practicable for such Lenders to be so joined, then such Lenders may commence proceedings in their own names in respect of their rights against the Borrowers hereunder.

11.16 Reliance upon the Administrative Agent, the Collateral Agent and the Technical Agent

The Borrowers shall be entitled to rely upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Administrative Agent, the Collateral Agent or the Technical Agent pursuant to this Agreement or any other Financing Document and the Borrowers shall be entitled to deal with the Administrative Agent, the Collateral Agent and/or the Technical Agent (and, except as otherwise specifically provided, not to deal with any Lenders prior to an Event of Default) with respect to all matters under each Financing Document without any liability whatsoever to the Lenders for relying upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Administrative Agent, the Collateral Agent and/or the Technical Agent, notwithstanding any lack of authority of the Administrative Agent, the Collateral Agent and/or the Technical Agent to provide the same. Without limiting the generality of the foregoing, but subject as herein otherwise specifically provided, none of the Lenders shall have any right to enforce directly any of the provisions of this Agreement or to communicate with the Borrowers except through the Administrative Agent, the Collateral Agent and/or the Technical Agent in accordance with the terms of this Agreement or as otherwise specifically provided in this Agreement. The provisions of this Article 11 are for the benefit of the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders and, except for the provisions of Sections 11.1(c), 11.11, 11.16, 11.17 and 11.18, may not be relied upon by the Borrowers.

11.17 Replacement of Cancelled Commitments

If, at any time prior to the Maturity Date, the Commitment of any Lender or Lenders is cancelled pursuant to the provisions of Section 4.2 or 10.2, or any Lender fails to perform its obligations hereunder, the Administrative Agent may, and at the request of the Borrowers, provided that no Default or Event of Default has occurred and is continuing shall, use its reasonable efforts to locate one or more other Persons (“**Substitute Lenders**”) satisfactory to the Borrowers (who may be an existing Lender) to become Lenders and to assume all or a portion of the Commitment so cancelled, provided that the Administrative Agent shall not be under any obligation to assume such cancelled Commitment itself if it is unable to locate any Substitute Lenders. Upon locating one or more Substitute Lenders, the Administrative Agent (on behalf of each of the parties hereto other than the Borrowers and the Lenders whose Commitment has been cancelled), the Borrowers and the Substitute Lenders shall make any appropriate amendments to this Agreement which are required to incorporate such Substitute Lenders or Lenders hereunder. If any Substitute Lender is not an existing Lender, then the Borrowers shall pay to the Administrative Agent an administration fee of \$3,500.

11.18 Disclosure of Information

- (a) In connection with any assignment or participation permitted pursuant to Section 13.11 or 13.13, the Administrative Agent, the Technical Agent or any Lender may provide any Transferee or participant or proposed Transferee or participant with any information it has concerning the financial condition of the Borrowers and its Subsidiaries other than information delivered by the Borrowers to the Administrative Agent, the Collateral Agent, the Technical Agent and/or the Lenders on a confidential basis which is not in the public domain (other than through a breach of this Agreement); provided that, for greater certainty, nothing in this Section 11.18(a) shall prevent the Administrative Agent, the Collateral Agent, the Technical Agent or any Lender from disclosing the terms of this Agreement, the Financing Documents and the Project Agreements on a confidential basis to any proposed Transferee or participant of any Lender; and provided further that consent of the Borrowers shall not be required if an Event of Default has occurred and is

continuing or such proposed Transferee or participant has entered into a confidentiality agreement for the benefit of the Borrowers in a form satisfactory to the Borrowers, acting reasonably. The Borrowers hereby consent to the disclosure by any Lender of any information to any potential Lender or participant in connection with any assignment pursuant to Section 13.11 or any participation pursuant to Section 13.13, provided that the potential Lender or participant agrees in writing to keep the information confidential.

- (b) Subject to Section 11.18(a), the Administrative Agent, the Collateral Agent, the Technical Agent and each of the Lenders acknowledges the confidential nature of the financial, operational and other information and data provided and to be provided to it by the Borrowers pursuant hereto that is not at the time it is so provided or (other than through a breach of this Agreement) thereafter in the public domain and agrees to use all reasonable efforts to prevent the disclosure thereof by it; provided, however, that:
 - (i) the Administrative Agent, the Collateral Agent, the Technical Agent or any Lender may disclose all or any part of such information if (A) such disclosure is compellable by Applicable Law in connection with any pending judicial, administrative or governmental proceeding or is required or desirable in connection with any actual judicial, administrative or governmental proceeding or (B) such disclosure is compellable by Applicable Law;
 - (ii) it shall incur no liability in respect of any disclosure of such information to any, or pursuant to the requirements of any, judicial authority, law enforcement agency, tax or regulatory authority (including any self-regulatory organization) which it is required to make in accordance with Applicable Law;
 - (iii) unless such notice is prohibited by law or legal process, it shall inform the Borrowers, prior to making such disclosure, so that the Borrowers may seek a protective order or other appropriate remedy. If not practical to so inform prior to the disclosure, it shall inform the Borrowers as soon as is practicable, of any disclosure of such information made by it, unless such disclosure is in the ordinary course of its business or such tax or regulatory authority or such judicial authority (including any self-regulatory or supervisory organization) or law enforcement agency requires the Administrative Agent, the Collateral Agent, the Technical Agent or such Lender not to inform the Borrowers of the disclosure of such information to it or is a result of an examination by any governmental agency or regulatory authority, including any self-regulatory organization, asserting jurisdiction over such Lender in the normal course. In the event that a protective order or other remedy is not obtained, or the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender, as the case may be, discloses information without giving the Borrowers prior notice thereof, the Administrative Agent, the Collateral Agent, the Technical Agent or any Lender, as the case may be, will furnish only the portion of such information which such Person is legally required to be disclosed;
 - (iv) the Administrative Agent, the Collateral Agent, the Technical Agent and each Lender may disclose all or any part of such information on a confidential basis (i) to its auditors, (ii) to Lenders' Counsel or other counsel on a confidential basis for the purpose of seeking or obtaining legal advice, and (iii) to the

Independent Engineer, the Insurance Advisor and their other professional advisors in connection with the Facilities and the Project;

- (v) the Administrative Agent, the Collateral Agent, the Technical Agent and each of the Lenders may disclose such information on a confidential basis to each other and to any agent, Subsidiary or Affiliate of such Administrative Agent, Collateral Agent, Technical Agent or Lender;
 - (vi) if an Event of Default has occurred and is continuing, the Administrative Agent, the Collateral Agent, the Technical Agent or any Lender may disclose such information, other than any competitively sensitive non-financial information which is proprietary in nature, to other lenders to the Borrowers or any of its Subsidiaries on a confidential basis in connection with any discussions regarding or related to the resolution of such Event of Default;
 - (vii) with the consent of the Borrowers; and
 - (viii) to the extent such information becomes publicly available other than as a result of a breach of this section or becomes available to the Administrative Agent, Collateral Agent, the Technical Agent or any Lender on a non-confidential basis from a source other than the Obligors.
- (c) In addition to the foregoing, the Borrowers and each Lender hereby acknowledge that the Administrative Agent and the Technical agent (as applicable) will make information available to the secured creditors by posting the information on “IntraLinks” or another similar electronic system (the “**Platform**”). Each Lender hereunder agrees that any document or notice posted on the Platform by the Administrative Agent or the Technical Agent shall be deemed to have been delivered to the Lenders. The Borrowers and the Lenders further agree that, to the extent reasonably practicable, any document delivered to the Administrative Agent and the Technical Agent (as applicable) for purposes of compliance with any provision of this Agreement or for dissemination to any other party hereto shall be delivered to the Administrative Agent and the Technical Agent (as applicable) in electronic form capable of being posted to the Platform.
- (d) Each Borrower and Lender understands that the distribution of materials and other communications through an electronic medium is not necessarily secure and that there are confidentiality and other risks associated with such distribution and agrees and assumes the risks associated with such electronic distribution, except to the extent caused by the willful misconduct or gross negligence of the Administrative Agent, the Technical Agent or the Collateral Agent, as determined by a final non-appealable judgment of a court of competent jurisdiction.
- (e) The Platform is provided “as is” and “as available”. Neither the Administrative Agent, any of the Technical Agent or Collateral Agent nor any of their respective Affiliates warrants the accuracy or completeness of the information contained on the Platform or the adequacy of the Platform and each expressly disclaims liability for errors or omissions in the information contained on the Platform. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects is made by the Administrative Agent, Technical Agent or Collateral

Agent, or any of their respective Affiliates, in connection with the information contained on the Platform.

11.19 Payments Set Aside

To the extent that any payment by or on behalf of any Obligor under any Financing Document is made to the Administrative Agent, Issuing Lender or any Lender, or the Administrative Agent, Issuing Lender or any Lender exercises its right of set-off as to any Obligor, and such payment or the proceeds of such set-off or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, Issuing Lender or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any bankruptcy or insolvency proceedings or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such set-off had not occurred, and (b) each Lender and each Issuing Lender severally agrees to pay to Administrative Agent upon demand its pro rata share of any amount so recovered from or repaid by Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate per annum equal to the Administrative Agent's cost of funds at the relevant time.

11.20 PATRIOT Act

In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT ACT of the United States ("**Applicable AML Law**"), the Administrative Agent and Collateral Agent are required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Administrative Agent and Collateral Agent. Accordingly, each of the parties agree to provide to the Administrative Agent and Collateral Agent, upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Administrative Agent to comply with Applicable AML Law.

11.21 Erroneous Payments

- (a) Each Lender hereby agrees that (i) if the Administrative Agent notifies such Lender or any other Secured Creditor that the Administrative Agent has determined (in its sole discretion) that any funds received by such Lender or other Secured Creditor or any of their respective Affiliates (each a "**Recipient**") from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted or paid to, or otherwise erroneously or mistakenly received by, such Recipient (whether or not known to such Recipient) (whether as a payment, prepayment or repayment of principal, interest, fees or otherwise; individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof), the Lender shall or shall cause its applicable Affiliate to promptly, but in no event later than one Banking Day thereafter, return or cause its Affiliate to return (as the case may be) to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of (x) at a fluctuating rate per annum equal to the overnight rate at which Canadian Dollars or funds in the currency of such Erroneous Payment may be borrowed by the Administrative

Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Administrative Agent) and (y) a rate determined by the Administrative Agent in accordance with banking industry rules or prevailing market practice for interbank compensation from time to time in effect and (ii) to the extent permitted by applicable Law, such Lender and the applicable Recipient and each Affiliate thereof shall not assert any right or claim to the Erroneous Payment and hereby waives any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including waiver of any defense based on “**discharge for value,**” that the intent of the Administrative Agent was that such Recipient retain the Erroneous Payment in all events, “**good consideration**” for the Erroneous Payment, change of position by such Recipient thereof or any doctrine or defence similar to any of the foregoing. A notice of the Administrative Agent to any Lender under this Section shall be conclusive, absent manifest error.

- (b) Without limiting the immediately preceding Section, each Lender hereby further agrees that if such Lender or any other Secured Creditor or Affiliate thereof receives an Erroneous Payment from the Administrative Agent (or any of its Affiliates) (i) that is in a different amount than, or on a different date from, that specified in a notice of payment sent by the Administrative Agent (or any of its Affiliates) with respect to such Erroneous Payment (an “**Erroneous Payment Notice**”), (ii) that was not preceded or accompanied by an Erroneous Payment Notice, or (iii) that such Lender or other Secured Creditor otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part), in each case, an error or mistake has been made (and that it is deemed to have knowledge of such error or mistake at the time of receipt of such Erroneous Payment) with respect to such Erroneous Payment, and, to the extent permitted by applicable Law, such Lender or other Secured Creditor and each Affiliate thereof shall not assert any right or claim to the Erroneous Payment, and hereby waives, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payments received, including waiver of any defense based on “**discharge for value,**” that the intent of the Administrative Agent was that such Lender or other Secured Creditor or Affiliate thereof retain the Erroneous Payment in all events, “**good consideration**” for the Erroneous Payment, change of position by such Lender or Affiliate thereof or any doctrine or defense similar to any of the foregoing. Each Lender and other Secured Creditor agrees that, in each such case, it shall promptly (and, in all events, within one Banking Day of its knowledge (or deemed knowledge) of such error or mistake) notify the Administrative Agent of such occurrence and, upon demand from the Administrative Agent, it shall promptly, but in all events no later than one Banking Day thereafter, return or cause its Affiliate to return (as the case may be) to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Lender or other Secured Creditor or Affiliate thereof to the date such amount is repaid to the Administrative Agent in same day funds at the greater of (x) at a fluctuating rate per annum equal to the overnight rate at which Canadian Dollars or funds in the currency of such Erroneous Payment may be borrowed by the Administrative Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Administrative Agent) and (y) a rate

determined by the Administrative Agent in accordance with banking industry rules or prevailing market practice for interbank compensation from time to time in effect.

- (c) The Borrowers and each other Obligor hereby agrees that, in the event an Erroneous Payment (or portion thereof) is not recovered from any Lender or other Secured Creditor or Affiliate thereof that has received such Erroneous Payment (or portion thereof) for any reason, the Administrative Agent shall be subrogated to all the rights of such Lender or other Secured Creditor or Affiliate thereof with respect to such amount.
- (d) Each Lender or other Secured Creditor hereby authorizes the Administrative Agent to set-off, net and apply any and all amounts at any time owing to such Lender or other Secured Creditor under any Financing Document, or otherwise payable or distributable by the Administrative Agent to such Lender or other Secured Creditor under any Financing Document with respect to any payment of principal, interest, fees or other amounts, against any amount that the Administrative Agent has demanded to be returned under Section 11.21(a).
- (e) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor in accordance with Section 11.21(a) from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Recipient who received such Erroneous Payment (or portion thereof) on its behalf) (such unrecovered amount, an “**Erroneous Payment Return Deficiency**”), upon the Administrative Agent’s notice to such Lender at any time, then effective immediately (with the consideration therefor being acknowledged by the parties hereto):
 - (i) such Lender shall be deemed to have assigned its Loans (but not any of its Commitments) under any of the applicable Credit Facilities with respect to which such Erroneous Payment was made (the “**Erroneous Payment Impacted Facilities**”) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Loans (but not any of its Commitments) of the Erroneous Payment Impacted Facilities, the “**Erroneous Payment Deficiency Assignment**”) (on a cashless basis and such amount calculated at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance)), and is hereby (together with the Borrowers) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment;
 - (ii) the Administrative Agent as the assignee Lender shall be deemed to have acquired the Erroneous Payment Deficiency Assignment;
 - (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and any of its Commitments which shall survive as to such assigning Lender;

- (iv) the Administrative Agent and each Borrower shall each be deemed to have waived any consents required under this Agreement to any such Erroneous Payment Deficiency Assignment; and
- (v) the Administrative Agent will reflect in the Register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment.

For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement. Subject to Section 13.11 (but excluding, in all events, any assignment consent or approval requirements (whether from the Borrower or otherwise)), the Administrative Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and, upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). In addition, an Erroneous Payment Return Deficiency owing by the applicable Lender (x) shall be reduced by the proceeds of prepayments or repayments of principal and interest, or other distribution in respect of principal and interest, received by the Administrative Agent on or with respect to any such Loans acquired from such Lender pursuant to an Erroneous Payment Deficiency Assignment (to the extent that any such loans are then owned by the Administrative Agent) and (y) may, in the sole discretion of the Administrative Agent, be reduced by any amount specified by the Administrative Agent in writing to the applicable Lender from time to time.

- (f) Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent, any assignment or transfer of rights or obligations by (or the replacement of) a Lender or an Affiliate thereof, the termination of the Commitments or the repayment, satisfaction or discharge of all Secured Obligations (or any portion thereof) under any Financing Document.

ARTICLE 12

COSTS, EXPENSES AND INDEMNIFICATION

12.1 Costs and Expenses

The Borrowers shall pay promptly, upon request by the Administrative Agent, the Collateral Agent or the Technical Agent, as applicable, accompanied by reasonable supporting documentation or other evidence, all reasonable costs and expenses in connection with preparation, printing, performance, execution and delivery of this Agreement and the other documents to be delivered hereunder including the reasonable fees and out-of-pocket expenses of the Lenders' Counsel with respect thereto. Except for ordinary expenses of the Lenders relating to the day-to-day administration of this Agreement, the Borrowers further agree to pay all costs and expenses (including reasonable fees and expenses of counsel, accountants and other experts) in connection with the administration, interpretation, preservation or enforcement of rights of the Administrative Agent, the Collateral Agent, Technical Agent and the Lenders under this Agreement and each other Financing Document including all costs and expenses sustained by them as a result of any failure by the Borrowers or an Obligor to perform or observe its obligations contained in this Agreement or any other Financing Document.

12.2 Indemnification by the Borrowers, the Collateral Agent, the Administrative Agent and the Technical Agent

In addition to any liability of the Borrowers to the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders under any other provision hereof, the Borrowers shall indemnify the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders and hold the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders harmless against any costs or expenses incurred by the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders (including reasonable breakage costs) as a result of: (a) any failure by the Borrowers to fulfil any of their obligations hereunder in the manner provided herein including any cost or expense incurred by reason of the liquidation or re-employment in whole or in part of deposits or other funds required by the Lenders to fund or maintain any Advance as a result of the failure of a Borrower to complete a Drawdown or to make any repayment or other payment on the date required hereunder or specified by it in any notice given hereunder (but excluding costs arising solely out of loss of anticipated profits); or (b) the failure of the Borrowers to pay any other amount including any interest or fee due hereunder on its due date; or (c) the prepayment or repayment by the Borrowers of any Advance prior to its date of maturity or the last day of the then current Interest Period for such Advance, including, without limiting the generality of the foregoing, any repayment or prepayment resulting from the circumstances referred to in Section 4.2 or Section 2.6. For greater certainty, no prepayment fee, make-whole payment or penalty or premium shall be payable in respect of any prepayment, whether mandatory or optional, of Advances outstanding under the Facilities.

12.3 Funds

Each amount advanced, made available, disbursed or paid hereunder shall be advanced, made available, disbursed or paid, as the case may be, in immediately available funds or, after notice from the Lenders, in such other form of funds as may from time to time be customarily used in Toronto, Canada in the settlement of banking transactions similar to the banking transactions required to give effect to the provisions of this Agreement on the day such advance, disbursement or payment is to be made.

12.4 General Indemnity

- (a) **Indemnity.** The Borrowers agrees to indemnify and save harmless the Administrative Agent, the Collateral Agent, the Technical Agent and the Lenders and their respective officers, directors, employees, agents, advisors, representatives and affiliates (collectively, the “**Indemnitees**” and individually, an “**Indemnitee**”) from and against any and all liabilities, costs, claims, damages, penalties, losses and expenses, including reasonable legal fees and disbursements of counsel but excluding any Indemnitee’s loss of profits incurred by or asserted against the Indemnitees in any way relating to or arising out of this Agreement, any Financial Document, the transactions, contemplated thereunder, or any action taken or omitted by the Indemnitees; (collectively, the “**Losses**”) as a result of any Claim asserted against the Indemnitees by a Person other than the Indemnitees under, pursuant to or in connection with any Financing Document or in connection with the agreement of the Lenders to provide the Facilities and the Advances made by the Lenders including: (i) the costs of defending and/or counterclaiming or claiming over against third parties in respect of any Claim; and (ii) any Losses arising out of a settlement of any Claim made by the Indemnitees.
- (b) **Limitations to Indemnity.** The foregoing obligations of indemnification shall not apply to any Losses suffered by the Indemnitees or any of them or to any Claim asserted

against the Indemnitees or any of them to the extent such Loss or Claim (i) has resulted from the gross negligence or wilful misconduct of the Indemnitees or any of them as determined by a final non-appealable judgment of a court of competent jurisdiction, or (ii) is in relation to Taxes, other than Taxes that represent Losses arising from any non-Tax Claim.

- (c) **Notification.** Whenever the Administrative Agent, the Collateral Agent, the Technical Agent or a Lender shall have received notice that a Claim has been commenced or threatened, which, if successful, would subject the Borrowers (the “**Indemnifying Party**”) to the indemnity provisions of this Section 12.4, the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender shall as soon as reasonably possible notify (to the extent permitted by Applicable Law) the Indemnifying Party in writing of the Claim and of all relevant information the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender possesses relating thereto; provided, however, that failure to so notify the Borrowers shall not release it from any liability which it may have on account of the indemnity set forth in this Section 12.4.

12.5 Environmental Claims

- (a) **Indemnity.** The Borrowers agrees to defend, indemnify and save harmless the Indemnitees from and against any and all Losses as a result of any Claims asserted against the Indemnitees by a Person other than the Indemnitees with respect to any actual, threatened or alleged Release, presence, emission, deposit, issuance, discharge, transportation or disposal of any Hazardous Substance on, into, onto, under or from the Properties or any other property or assets of the Borrowers or which arises out of or in connection with any action of, or failure to act by, the Borrowers or any predecessor, agent or employee thereof in contravention of any Environmental Laws or Environmental Permits including: (i) the costs of defending and/or counterclaiming or claiming over against third parties in respect of any Claim; and (ii) any Losses arising out of a settlement of any Claim made by the Indemnitees.
- (b) **Limitations to Indemnity.** The foregoing obligations of indemnification shall not apply to any Losses suffered by the Indemnitees or any of them or to any Claim asserted against the Indemnitees or any of them which relates, directly or indirectly, to any action or omission of any of the Indemnitees while in possession or control of the Properties which is grossly negligent or constitutes wilful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.
- (c) **Notification.** Whenever Administrative Agent, the Collateral Agent, the Technical Agent or a Lender shall have received notice that a Claim has been commenced or threatened, which, if successful, would subject the Borrowers to the indemnity provisions of this Section 12.5, the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender, as the case may be, shall as soon as reasonably possible notify the Borrowers of the Claim and of all relevant information the Administrative Agent, the Collateral Agent, the Technical Agent or the Lender possesses relating thereto.

ARTICLE 13

GENERAL

13.1 Term

This Agreement (other than the provisions hereof which by their terms expressly survive termination hereof) shall expire on the date that all of the Advances have been repaid in full, together with accrued interest thereon, all other amounts due to the Administrative Agent, the Collateral Agent or the Lenders hereunder have been paid and the Lenders have no further obligations under this Agreement and all amounts due to a Lender under the Required Hedging Program have been paid.

13.2 Survival

All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith by or on behalf of the Borrowers shall survive the execution and delivery of this Agreement and shall continue in full force and effect so long as there is any obligation of the Borrowers to the Lenders hereunder. For greater certainty, notwithstanding that any existing Lender may cease to be a Lender under this Agreement, to the extent that such existing Lender or its Affiliate continues to be a party to the Hedge Arrangement, all covenants, agreements, representations and warranties made herein or certificates delivered in connection herewith by or on behalf of the Borrowers shall continue in full force and effect for the benefit of such existing Lender with respect to any obligations of the Borrowers under the Required Hedging Program so long as there is an obligation of the Borrowers to such Lender or its Affiliate under the Required Hedging Program. The provisions of Sections 3.9, 4.1, 11.5, 11.8, 11.10, 11.19, 12.1, 12.2, 12.4, and 12.5 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the repayment of all obligations, the expiration or termination of the Letters of Credit and the Commitments, or the resignation or removal of the Administrative Agent or the Collateral Agent.

13.3 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Borrowers and the successors and permitted assigns of the Lenders and the Administrative Agent and the Collateral Agent.

13.4 Notices

All notices, requests, demands or other communications to or from the parties hereto shall be in English, in writing and shall be given by way of electronic email communication, in pdf format, fax, by overnight delivery service or by hand delivery of originals to the addressee as follows:

- (a) If to the Borrowers or any other Obligor:

GSC Solar Fund II LP
c/o Grasshopper Solar Corporation
5750 Timberlea Boulevard, Unit 16
Mississauga, Ontario
L4W 5B9

Attention: ~~Himanshu Sarin~~ Georgy Joseph
Email:

himanshu.sarin@grasshopperenergy.comgeorgy.joseph@grasshopperenergy.com
Telephone: 1 (289) 326-3932

(b) If to the Administrative Agent

Deutsche Bank Trust Company Americas
Trust and Agency Services
1 Columbus Circle, 17th Floor
New York, NY 10019

Attention: Jennifer Vandyne
Telephone: 714-247-6258
Email: jennifer.vandyne@db.comjennifer.vandyne@db.com

- with a copy to -

Attention: Randy Kahn
Email: randy.kahn@db.comrandy.kahn@db.com

- and to -

Attention: Eve Anderson
Email: eve.anderson@db.comeve.anderson@db.com

(c) If to the Collateral Agent:

Deutsche Bank Trust Company Americas
Trust and Agency Services
1 Columbus Circle, 17th Floor
New York, NY 10019

Attention: Jennifer Vandyne
Telephone: 714-247-6258
Email: jennifer.vandyne@db.comjennifer.vandyne@db.com

- with a copy to -

Attention: Randy Kahn
Email: randy.kahn@db.comrandy.kahn@db.com

(d) If to the Technical Agent

Deutsche Bank Securities, Inc.
1 Columbus Circle
New York, NY 10019

Attention: I&E Deal Team
Email: db-ieny-projectgalaxy@list.db.comdb-ieny-projectgalaxy@list.db.com

(e) If to the Lenders, at the address set forth in Schedule 1,

or at such other address or to such other individual as the Borrowers may designate by notice to the Lenders or the Lenders may designate by notice to the Borrowers, as the case may be. If any notice, request, demand or other communication is delivered or transmitted on a day other than a Banking Day or after 3:00 p.m. on any Banking Day, the same shall be deemed to have been effectively given and received on the next following Banking Day.

13.5 Amendment and Waiver

Subject to Section 11.14, this Agreement and documents collateral hereto may be modified or amended and a waiver of any breach of any term or provision of this Agreement shall be effective only if the Borrowers and the Lenders, the Administrative Agent and the Collateral Agent so agree in writing. A waiver of any breach of any term or provision of this Agreement shall be limited to the specific breach waived.

13.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. The parties hereto agree that any legal suit, action or proceeding arising out of this Agreement may be instituted in the courts of Ontario, and the parties hereto hereby accept and irrevocably submit to the non-exclusive jurisdiction of said courts and acknowledge their competence and agree to be bound by any judgment thereof.

13.7 Waiver of Jury Trial

Each party hereto acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action; (b) such party has considered and understood the implications of this waiver; (c) such party makes this waiver knowingly and voluntarily; and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and acknowledgments in this Section.

13.8 Further Assurances

The Borrowers, at its expense, will promptly execute and deliver, or cause to be executed and delivered, to the Lenders, the Administrative Agent or Collateral Agent, as applicable, upon request, all such other and further documents, agreements, certificates and instruments necessary or desirable to be in compliance with, or in respect of the accomplishment of the covenants and agreements the Borrowers hereunder or to more fully state the obligations of the Borrowers as set out in any Financing Document or to make any recording, file any notice or obtain any consents, all as may be necessary or appropriate in connection therewith.

13.9 Enforcement and Waiver by the Lenders

The Administrative Agent, the Collateral Agent and the Lenders shall have the right at all times to enforce the provisions of this Agreement and any other Financing Document and agreements to be delivered pursuant hereto or thereto in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of the Lenders in refraining from so doing at any time or times. The failure of the Administrative Agent, the Collateral Agent or the Lenders at any time or

times to enforce rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom or in any way or manner modified or waived the same.

13.10 Judgment Currency

To the extent permitted by Applicable Law, if any judgment or order is rendered and expressed in a currency other than the currency (the “**Agreement Currency**”) in which amounts are payable under the Facilities (a) for the payment of any amount owing by the Borrowers in respect of the Facilities, this Agreement or the Hedge Arrangement, or (b) in respect of a judgment or order of another court for the payment of any amount described in (a) above, the Lenders, after recovery in full of the aggregate amount to which the Lenders are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Borrowers the amount of any shortfall in the Agreement Currency received by the Lenders as a consequence of sums paid in such other currency and will refund promptly to the Borrowers any excess of the Agreement Currency received by the Lenders as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Agreement Currency is converted into the currency of the judgment or order for the purposes of such judgment or order and the rate of exchange at which the Lenders are, acting in a reasonable manner and in good faith in converting the currency received into the Agreement Currency, to purchase the Agreement Currency with the amount of the currency of the judgment or order actually received by the Lenders. The term “rate of exchange” includes any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Borrowers under the provisions of this Section 13.10 shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of the Facilities or this Agreement or the Hedge Arrangement.

13.11 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the Lenders, and the Borrowers, the Administrative Agent and the Collateral Agent and their respective successors and permitted assigns, except that the Borrowers shall not assign any rights or obligations with respect to this Agreement or any of the other Financing Documents without the prior written consent of the Lenders, the Administrative Agent and the Collateral Agent.

13.12 EEA Financial Institutions

Notwithstanding anything to the contrary in this Agreement, any other Financing Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Financing Document, to the extent such liability is unsecured, may be subject to the write down and conversion powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable: (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership

will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Financing Document; or (iii) the variation of the terms of such liability in connection with the exercise of the write down and conversion powers of the applicable Resolution Authority.

13.13

Assignments

- (a) The Lenders reserve their rights to assign, transfer or sell all or any part of their respective rights and obligations in respect of any one or more of the Facilities contained herein from time to time to any other Lender or to any bank or financial institution without the prior consent of the Borrowers in minimum amounts (where less than all such rights and obligations are being transferred) (each, a “**Transferee**”) of \$10 million and increments of \$2.5 million, and subject to the following conditions (in which the term “assignment” and its derivative forms shall refer to any assignment, sale, transfer or other disposition):
 - (i) *Intentionally Deleted.*
 - (ii) an assigning Lender may assign all or a portion of any one or more Facilities, with no obligation to transfer; a pro rata portion of its interests across the Facilities or a subset thereof;
 - (iii) except where an Event of Default has occurred and is continuing, the Borrowers will not be responsible for any increased costs, taxes, withholding taxes or indemnities arising as a result of such assignment;
 - (iv) upon the assignment becoming effective the assignor will be released from all obligations with respect to the assigned interest;
 - (v) upon assignment the Transferee will pay to the Administrative Agent a fee of \$3,500, except when assigned to an Affiliate or if the fee is waived by the Administrative Agent in its discretion. The Administrative Agent will follow its typical “know your client” process on any Transferee, including requiring the delivery of such tax forms and “know your client” questionnaires as the Administrative Agent may require from time to time, prior to processing any instructions from such joining party;
 - (vi) except as noted in clause (b)(C) below, under no circumstances shall a transfer be permitted to (a) a natural Person (or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of, a natural Person) or (b) any person or entity which is incorporated or domiciled in a jurisdiction which is identified in (A) the EU consolidated list of persons, groups and entities subject to Common Foreign and Security Policy (CFSP) related to financial sanctions; (B) the OECD Financial Action Task Force (FATF) as a non-cooperative country and territory (NCCT) due to non-compliance with the obligation of vigilance prescribed by FATF standards; or (C) to any hedge fund, vulture fund or any similar entity that specializes in distressed assets (provided that this clause (C) will not apply after the occurrence and during the continuance of an Event of Default); and

- (vii) each Lender shall, concurrent with any permitted assignment by such Lender of the entirety of its rights and obligations under and in respect of the Credit Facilities, use commercially reasonable efforts to assign (or cause its Affiliate to assign) its rights and obligations under the Secured Hedge Agreements to the relevant permitted assignee or to another Lender or Hedge Bank. With respect to any permitted assignment by a Lender of less than the entirety of its rights and obligations under and in respect of the Credit Facilities, such Lender shall not be required to make a corresponding assignment of its rights and obligations under any Secured Hedge Agreements to which it is party, provided that the Borrowers shall have a right to require such a corresponding assignment in the event that (and only in the event that) the remaining commitment of the relevant assignor Lender under the Credit Facilities would be less than 10% of the notional amount of the Credit Facilities that is subject to its Secured Hedging Agreement.
- (b) The assigning Lender shall obtain from the assignee an acceptance of the assignee, addressed to the parties to this Agreement (an “**Acceptance Agreement**”) (as such parties may be constituted at such time) and substantially in the form of Schedule 13.13, whereby the assignee agrees to be bound by this Agreement and the other Financing Documents in the place and stead of the assignor Lender to the extent of the rights and obligations of the assignor so assigned. After such execution and delivery of the Acceptance Agreement, and consent of the Borrowers, to the extent required:
 - (i) the assignee thereunder shall be a party to this Agreement and, to the extent that rights and obligations hereunder have been assigned to it, shall have the rights and obligations of a Lender hereunder,
 - (ii) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such assignment agreement, relinquish its rights and be released from its obligations under this Agreement, other than (A) obligations in respect of which it is then in default, and (B) to the extent that it has assigned all of its interest, such Lender shall cease to be a party hereto. Notwithstanding any other term of this Agreement, the assigning Lender shall continue to be entitled to the benefits of Article 12 with respect to facts and circumstances occurring prior to the effective date of the assignment,
- (c) The Administrative Agent, acting solely for this purpose as an agent of the Lenders, shall maintain at one of its offices a copy of each Acceptance Agreement delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts (and stated interest) of the loan owing to, each Lender pursuant to the terms hereof from time to time (the “**Register**”). The entries in the Register shall be conclusive absent manifest error, and the Borrowers, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement. The Register shall be available for inspection by the Borrowers and any Lenders, at any reasonable time and from time to time upon reasonable prior notice.
- (d) Notwithstanding anything to the contrary set forth above, a Lender may (without requesting the consent of the Borrowers) pledge its Advances to the Bank of Canada or the U.S. Federal Reserve Bank in support of borrowings made by the Lender from the Bank of Canada or the U.S. Federal Reserve Bank, as applicable.

- (e) Any Lender may at any time pledge or assign or grant a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.
- (f) Any Lender receiving an assignment or participation interest under this Agreement shall be entitled to assign, grant a participation in, pledge, or assign or grant a security interest in, its Loan, or interest therein, to the same extent as a Lender pursuant to the terms hereof. Any secured party granted a pledge or security interest pursuant to paragraphs 13.12(d) or 13.12(e) shall be entitled to further assign, grant a participation in or grant a pledge or security interest in the pledge or security interest granted thereunder.
- (g) Any Lender shall be entitled to assign its Advances and Commitments to, or otherwise transfer its rights and obligations hereunder to, another branch or lending office of such Lender.

13.14 Participations

A Lender may, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participation to one or more banks, financial institutions or other Persons in or to all or a portion of its rights and obligations under this Agreement but the participant shall not become a Lender and:

- (a) a Lender's obligations under this Agreement shall remain unchanged;
- (b) the Lender shall remain solely responsible to the other parties hereto for the performance of such obligations;
- (c) the Borrowers shall continue to deal solely and directly with the Lender in connection with the Lender's rights and obligations under this Agreement;
- (d) no participant shall have any right to approve any amendment or waiver of any provision of this Agreement, or any consent to any departure by any Person therefrom; and
- (e) a participation by the Lender of its interest (or a part thereof) hereunder or a payment by a participant to the Lender as a result of the participation will not constitute a payment under this Agreement to the Lender or an Advance to the Borrowers.

13.15 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

13.16 Facsimile and Electronic Delivery

To evidence the fact that it has executed this Agreement or any other document contemplated by or delivered under or in connection with this Agreement, a party may deliver a copy of its executed counterpart to all other parties thereto by transmitting such counterpart by facsimile (fax) or by electronic mail and, unless the parties agree to some other date as the date of delivery, the transmitting or posting party, as the case may be, shall be deemed to have delivered this Agreement on the date it

transmitted such counterpart by facsimile (fax) or by electronic mail or such later date as the transmitting party, as the case may be, specifies in a written notice to the other parties given with or prior to the transmission or posting, as the case may be, of its executed counterpart.

Any party delivering an executed counterpart of this Agreement or such other document by transmitting such counterpart or document by facsimile (fax) or electronic mail shall, upon request or if expressly required under this Agreement, thereafter deliver to the other parties a counterpart bearing its original signature (but any failure or delay in so doing shall not derogate in any way from the sufficiency or effectiveness of that party having transmitted its executed counterpart by facsimile (fax) or electronic mail).

The signature of an individual executing this Agreement (or any notice, certificate or other document contemplated by this Agreement) on behalf of a party, if sent and received by electronic mail or facsimile (fax) transmission, will be deemed to be genuine in the absence of evidence to the contrary and thus effective in the hands of the recipient, and binding upon the individual whose signature it reproduces and upon the party on whose behalf that individual signed, for all purposes and with the same effect as if it were the original signature of that individual.

13.17 Paramountcy

In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of any other Financing Document, the provisions of the Credit Agreement shall prevail.

13.18 Time of the Essence

Time shall be of the essence in this Agreement.

13.19 Amendment and Restatement; Confirmation

- (a) Upon satisfaction of the conditions set out under Section 5.3, this Agreement will become effective and amend and restate the Original Credit Agreement in its entirety and the Original Credit Agreement as so amended and restated is hereby ratified and confirmed by the parties hereto. This Agreement is not intended by the parties to, and shall not constitute, a payment, discharge, satisfaction or novation of any obligation of any Obligor to the lenders party to the Original Credit Agreement, including the whole or any item or part of the Obligations (as defined and existing under the Original Credit Agreement) remaining outstanding and owing to any of the lenders party thereto until paid in full in accordance with the provisions of this Agreement.
- (b) Each Obligor hereby confirms to and agrees with the Lenders that its Obligations (as defined and existing under the Original Credit Agreement) shall continue in full force and effect in accordance with their respective terms (amended and restated pursuant to this Agreement) until paid in full in accordance with the provisions of this Agreement.
- (c) Notwithstanding any of the foregoing or any other term hereof, all of the covenants, representations and warranties on the part of the Obligors under the Original Credit Agreement and all of the claims and causes of action arising against the Obligors in connection therewith, in respect of all matters, events, circumstances and obligations arising or existing prior to the Second Restatement Date shall continue, survive and shall not be merged in the execution of this Agreement or any other Financing Documents.

- (d) Each Obligor hereby confirms its obligations and the validity and effectiveness of the Liens created under the Security (as defined in the Original Credit Agreement) and affirms and agrees that such Security continues in full force and effect in accordance with its terms, and that such Security will continue to constitute part of the Security and secure the Obligations both before and after the Second Restatement Date.
- (e) Each Obligor hereby confirms, as applicable, that: (i) the guarantee delivered by it from time to time in connection the Original Credit Agreement remains in full force and effect as a continuing guarantee of the Obligations (all as more particularly set forth in such guarantee and including, without limitation, any additional indebtedness, liability or obligations arising under or as a result of the amendment and restatement of the Original Credit Agreement), enforceable against such Obligor in accordance with its terms and (ii) each other Financing Document to which it is a party remains in full force and effect, enforceable against such Obligor in accordance with its terms.

[Remainder of page blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BORROWERS:

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC.**, as Borrower

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC SOLAR FUND II LP, by its general partner, **GSC SOLAR FUND II GP INC.**, as Borrower

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SPONSOR:**GSC SOLAR FUND I INC.,** as Sponsor

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

HOLDCO:**GSC GP HOLDCO INC.,** as Holdco

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GENERAL PARTNERS:**GSC SOLAR FUND I GP INC.**

By: _____

Name:

Title:

By: _____

Name:

Title:

GSC SOLAR FUND II GP INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

PROJECT SUBSIDIARIES:**2245073 ONTARIO INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

2246253 ONTARIO INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

2377512 ONTARIO INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

2410089 ONTARIO INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

2410581 ONTARIO LIMITED

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

2416428 ONTARIO INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

2421907 ONTARIO LIMITED

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

2422500 ONTARIO INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

2428760 ONTARIO INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

BIIDAASKE INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CELESTE SOLAR GP INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**CELESTE SOLAR LP, by its general partner,
CELESTE SOLAR GP INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**CEW L3V SOLAR III LIMITED
PARTNERSHIP, by its general partner,
MARINA DEL REY SOLAR INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CHI BIIDAASKE INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

CLEAVE ENERGY HOLDINGS LTD.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GENGROWTH ENERGY LP, by its general partner, **GSC GENGROWTH GP INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GRASSHOPPER SOLAR FIT PROJECTS INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC GENGROWTH GP INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC SOLAR LEASING II GP INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC SOLAR LEASING LP, by its general partner, **GSC SOLAR LEASING GP INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC SOLAR LEASING GP INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC SOUTHLAKE SOLAR GP INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**GSC SOUTHLAKE SOLAR LP, by its
general partner, GSC SOUTHLAKE SOLAR
GP INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC SPN 4 PROJECTS GP INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC SPN 4 PROJECTS LP, by its general partner, **GSC SPN 4 PROJECTS GP INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

HOWARD AVENUE SOLAR INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ICM REALTY GROUP SOLAR 2013 INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**LDREC SPN LP, by its general partner,
SOLAR POWER NETWORK 003 INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

MARINA DEL REY SOLAR INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

MCLEVIN AVENUE SOLAR INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 001 INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 003 INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 006 INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 007 INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SOLAR POWER NETWORK 009 INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SPN LP 1, by its general partner, **SOLAR
POWER NETWORK 009 INC.**

By: _____

Name:

Title:

By: _____

Name:

Title:

SPN LP 3, by its general partner, **SOLAR
POWER NETWORK 001 INC.**

By: _____

Name:

Title:

By: _____

Name:

Title:

SPN LP 4, by its general partner, **SOLAR
POWER NETWORK 009 INC.**

By: _____

Name:

Title:

By: _____

Name:

Title:

SPN LP 5, by its general partner, **SOLAR
POWER NETWORK 009 INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SPN LP 10, by its general partner, **SOLAR
POWER NETWORK 006 INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SPN LP 14, by its general partner, **SOLAR
POWER NETWORK 007 INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SPN LP 15, by its general partner, **SOLAR
POWER NETWORK 007 INC.**

By: _____

Name:

Title:

By: _____

Name:

Title:

**RISING SUN COMMUNITY POWER
CORP.**

By: _____

Name:

Title:

By: _____

Name:

Title:

HSSW LIMITED PARTNERSHIP, by its
general partner, **FIT SOLAR GP 1 INC.**

By: _____

Name:

Title:

By: _____

Name:

Title:

FIT SOLAR GP 1 INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**HSSW PROPERTY LP, by its general partner,
HSSW PROPERTY GP INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

HSSW PROPERTY GP INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC FIT 4.2 LP, by its general partner, **GSC
FIT 4.2 GP INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC FIT 4.2 GP INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GREENLIFE SOLAR PROJECTS INC.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GSC GREENLIFE PROJECTS LP, by its
general partner, **GSC GREENLIFE
PROJECTS GP INC.**

By: _____

Name:

Title:

By: _____

Name:

Title:

GSC GREENLIFE PROJECTS GP INC.

By: _____

Name:

Title:

By: _____

Name:

Title:

AGENTS:**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Administrative Agent**

By: _____

Name:

Title:

By: _____

Name:

Title:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent**

By: _____

Name:

Title:

By: _____

Name:

Title:

**DEUTSCHE BANK SECURITIES INC., as
Technical Agent**

By: _____

Name:

Title:

By: _____

Name:

Title:

[Signature Page – Second Amended and Restated Credit Agreement]

LENDERS:**DEUTSCHE BANK AG, CANADA
BRANCH, as a Lender**

By: _____

Name:

Title:

By: _____

Name:

Title:

THE BANK OF NOVA SCOTIA, as a Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

APPENDIX A

THIRD PARTIES

APPROVED SUPPLIERS

Solar Modules

LG Electronics, Inc.
 Celestica Inc.
 Jinko Solar Co. Ltd.
 JA Solar Holdings Co., Ltd.
 ReneSola Ltd.
 Trina Solar, Limited

Inverters

Fronius International GmbH
 Sungrow Power Supply Co. Ltd.
 SolarEdge Technologies, Inc.
 SMA Solar Technology AG
 Enphase Energy, Inc.

Trackers

GP Joule Group
 Axsus Solar
 Schletter Inc.

CONTROLLED SUPPLIERS

Note: Specific models are not listed; however, all Approved Suppliers and Controlled Suppliers must provide only “A” grade equipment. Any equipment that is not “A” grade or is not manufactured within the general quality control processes and specifications as in place when the Approved Supplier or Controlled Supplier was added to this Schedule will be deemed to not be from “Approved Suppliers” or “Controlled Suppliers”.

Solar Modules

Manufacturers	Cap (MW-DC)	Cap (%)
Canadian Solar Inc.	22.9	37.35%
Flextronics International Ltd.	4.50	7.64%
Silfab Srl	1.4	2.73%
Hanwha Q-CELLS Co. Ltd.	6.2	89.25%
Panasonic Corporation of North America, Sovello GmbH, Heliene Inc., Eclipsall Energy Corp., & Conergy AG	4.50	7.00%

Manufacturers	Cap (MW-DC)	Cap (%)
(collectively)		

Inverters

Manufacturers	Cap (MW Cap)	Cap (%)
KACO New Energy GmbH	1.00	2.00%
Advanced Energy Industries Inc.	4.50	7.00%
Delta Electronics, Inc. and ABB Power T&D Ltd. (collectively)	0.25	1.00%

Trackers

Tracker	Cap (MW Cap)	Cap (%)
None.		

COMMUNITY HOLDCOS

Greenlife Co-operative Inc.
 London District Renewable Energy Co-operative Inc.
 Ryde Community Cooperative Inc.
 Corporation of Township of Val Rita Harty
 Sunvie Renewable Energy Cooperative Inc.

COMMUNITY GP HOLDCOS

Solar Power Network 003 Inc.
 GSC GreenLife Projects GP Inc.
 Solar Power Network 006 Inc.

COMMUNITY PROJECT SUBSIDIARIES

ICM Realty Group Solar 2013 Inc.
 LDREC SPN LP
 GreenLife Solar Projects Inc.
 GSC GreenLife Projects LP
 Rising Sun Community Power Corp.
 SPN LP 10

FIRST NATIONS

Aamjiwnaang First Nation
 Nipissing First Nation
 M'Chigeeng First Nation

Wikwemikong First Nation

FIRST NATION GP HOLDCOS

Solar Power Network 009 Inc.

Solar Power Network 001 Inc.

Marina Del Rey Solar Inc.

Celeste Solar GP Inc.

GSC Gengrowth GP Inc.

FIRST NATION HOLDCOS

Structural Tech Corporation Ltd.

Nipissing Solar (SPN) LP

HIAH Economic Dev LP

Wikwemikong Renewable Energy Limited Partnership

Chippewas of the Thames Development Corporation

FIRST NATION PROJECT SUBSIDIARIES

Chi Biidaaske Inc.

Biidaaske Inc.

Celeste Solar LP

SPN LP 1

SPN LP 4

SPN LP 5

SPN LP 3

Gengrowth Energy LP

CEW L3V Solar III Limited Partnership

PROJECT SUBSIDIARY HOLDCOS

McLevin Avenue Solar Inc

2410089 Ontario Inc.

2416428 Ontario Inc.

2422500 Ontario Inc.

Cleave Energy Holdings Ltd.

GSC FIT 4.2 LP

GSC FIT 4.2 GP Inc.

GSC SPN 4 Projects LP

GSC SPN 4 Projects GP Inc.

MUNICIPAL GP HOLDCO

FIT Solar GP 1 Inc.

MUNICIPAL HOLDCO

The Corporation of The Township of Val Rita Hatry

MUNICIPAL PROJECT SUBSIDIARY

HSSW Limited Partnership

PUBLIC SECTOR GP HOLDCO

GSC Southlake Solar GP Inc.

PUBLIC SECTOR HOLDCO
Southlake Regional Health Centre

PUBLIC SECTOR PROJECT SUBSIDIARY
GSC Southlake Solar LP

APPENDIX B

POST-CLOSING COVENANTS

1. **Applicable Margin.** On or before the date that is ten (10) Business Days following the Second Restatement Date, the Borrowers shall deliver to the Administrative Agent a certificate of a Senior Officer stating the percentage representing the proportion of Advances made with respect to MicroFIT Projects relative to the aggregate amount of all Advances made under the Facilities and providing supporting calculations.
2. **NDA.** On or before the date that is thirty (30) days following the Second Restatement Date, the Borrowers shall have delivered to the Administrative Agent a Non-Disturbance Agreement executed by Royal Bank of Canada (“**RBC**”) and Solar Power Network 001 Inc. and SPN LP 1 (the “**Tenant**”), pertaining to Notice of Lease registered November 27, 2014 as instrument no. CE637882 in favour of the Tenant, as then postponed by a Postponement of Interest registered June 10, 2016 as instrument no. CE717668 to the RBC Charge registered June 10, 2016 as instrument no. CE717664, with respect to the lands municipally known as 129 Erie Street South, Leamington and legally described in PIN 75132-0001(LT).
3. **Insurance Advisor.** On or before the date that is forty-five (45) days following the Second Restatement Date, the Insurance Advisor shall have reviewed the insurance policies (or a binder, or certificates signed by the insurer or a broker authorized to bind the insurer) required pursuant to Schedule 5.3(h) in respect of the Projects and shall have provided to the Administrative Agent, the Technical Agent, the Collateral Agent and the Lenders its report in connection with the Projects and a certificate, substantially in the form of Schedule 5.3(i).

SCHEDULE 1

LENDERS AND THEIR COMMITMENTS

<u>Lender</u>	<u>Term Facility Commitment</u>	<u>L/C Facility Commitment</u>
1. Deutsche Bank AG, Canada Branch	\$77,337,731.74	~~Nil~~ <u>\$4,679,835.00</u>

199 Bay Street, Suite 4700
Commerce Court West, Box 263
Toronto, Ontario
M5L 1E9

Attention: David Gynn
Email: david.gynn@db.com
Telephone: +1 (416) 682-8267

With copy to:

Deutsche Bank Securities, Inc.
1 Columbus Circle
New York, NY 10019
United States

Attention: Team Members
Email: db-ieny-projectgalaxy@list.db.com
Telephone: +1 (212) 250-7880

<u>Lender</u>	<u>Term Facility Commitment</u>	<u>L/C Facility Commitment</u>
2. The Bank of Nova Scotia	\$77,337,731.74	~~\$9,359,670.00~~ <u>4,679,835.00</u>

40 King Street West, 13th Floor
Toronto, Ontario
M5H 1H1

Attention: ~~Caitlin Furtado~~ Sebastian Reveredo
Email: ~~caitlin.furtado~~ sebastian.reveredo@scotiabank.com
Telephone: ~~647-984-3965~~ 416-543-2584

ISSUING LENDER

1. Deutsche Bank AG, Canada Branch (contact information above)
2. ~~1.~~ The Bank of Nova Scotia (contact information above)

SCHEDULE 2
LIST OF PROJECTS

C&I FIT Projects

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
1.	SA1 - 77 Netherby Road, Welland	2245073 Ontario Inc.	500	701.03
2.	SA2 - 129 Netherby Road, Welland	2245073 Ontario Inc.	500	798.05
3.	SA3 - 1053 Wellington Street South, Dresden	2246253 Ontario Inc.	500	872.3
4.	Ironside - 100 Ironside Drive, Brampton	Grasshopper Solar FIT Projects Inc.	500	599.64
5.	Saltsman - 115 Saltsman Drive, Cambridge	Chi Biidaaske Inc.	299	358.15
6.	Savannah - 195 Savannah Oaks, Brantford	Chi Biidaaske Inc.	420	479.94
7.	Maybrook - 1 Maybrook Drive, Scarborough	Chi Biidaaske Inc.	250	299
8.	Stayner - 6319 Highway 26, R.R. 2, Stayner	Chi Biidaaske Inc.	240	288
9.	Snow Valley - 1479 Snow Valley Road, Barrie	Chi Biidaaske Inc.	250	300.01
10.	Howard - 7826 Howard Avenue, McGregor	Howard Avenue Solar Inc.	250	300
11.	Woodlawn - 20 Woodlawn Road East, Guelph	2377512 Ontario Inc.	240	312.58
12.	Hempstead - (Units 1-94) 95 Hempstead Drive, Hamilton	2410581 Ontario Limited	249.6	498.22
13.	Mill Street - 73 Mill Street, Hensall	2428760 Ontario Inc.	180	233.325
14.	140/150 McLevin - 140-150 McLevin Avenue, Toronto	ICM Realty Group Solar 2013 Inc.	500	599.94
15.	120 McLevin - 120 McLevin Avenue, Toronto	ICM Realty Group Solar 2013 Inc.	250	299.97

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
16.	1755 Sylvestre Drive, Tecumseh	SPN LP 1	120	138.6
17.	1724 County Rd 20, Leamington	SPN LP 1	156	172.8
18.	370 Erie St. East, Windsor	SPN LP 1	500	575.68
19.	2627 Temple Dr., Windsor	SPN LP 1	132	127.68
20.	2720 St. Etienne Blvd., Windsor	SPN LP 1	120	137.25
21.	55 Talbot Street West, Leamington	SPN LP 1	390	443.25
22.	24 Oak Street East, Leamington	SPN LP 1	190	215.625
23.	129 Erie Street South, Leamington	SPN LP 1	90	96.75
24.	1295 North Service Road, Burlington	SPN LP 3	432	502.20
25.	666 Burnhamthorpe Road, Etobicoke	SPN LP 3	230	275.705
26.	25 Museum Drive, Orillia	SPN LP 3	165.4	178.56
27.	329 Parkside Drive, Waterdown	SPN LP 3	224.3	267.84
28.	71 City View Drive, Toronto	SPN LP 3	116	121.94
29.	1390 Advance Road, Oakville	SPN LP 3	216	256.68
30.	1389 Advance Rd., Oakville	SPN LP 3	140	167.4
31.	600 Gillard St., Wallaceburg	SPN LP 3	110	131.75
32.	196 Erie Street North, Wheatley	SPN LP 3	362.7	435.24
33.	1212 North Street, Dresden	SPN LP 3	308.9	368.28
34.	49 Bond Avenue, Chatham	SPN LP 3	320	383.78
35.	11 Dansk Crt, Etobicoke	SPN LP 3	360	397.95
36.	30 Curtis Ave North, Paris	SPN LP 3	360	431.36

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
37.	2333 Wyecroft Road (Units 1-12), Oakville	SPN LP 3	180	214.2
38.	405 Eastport Blvd, Hamilton	SPN LP 3	200	229.12
39.	275 Victoria St, St. Marys	SPN LP 3	250	299.84
40.	565 Richmond St., Chatham	SPN LP 3	240	269.44
41.	2100 Main St, Val Caron	SPN LP 4	233.5	279
42.	25 Oriole Pkwy, Elmira	SPN LP 4	450	520
43.	490 Elgin St., Brantford	SPN LP 4	500	600
44.	192 Mary Street, Brantford	SPN LP 4	386.3	457.6
45.	46 Zatonski Ave., Brantford	SPN LP 4	360	431.9
46.	80 Second Ave. West, Norfolk	SPN LP 4	400	462.08
47.	107 & 109 Greenock Street East, Port Dover	SPN LP 4	206.5	246.4
48.	24 Norfolk Street, Simcoe	SPN LP 4	266.4	317.25
49.	54 Parkway Ave., Markham	SPN LP 5	148.1	172.98
50.	330 Sovereign Rd., London	LDREC SPN LP	165.4	198.45
51.	363 Sovereign Rd., London	LDREC SPN LP	270	294.35
52.	570 Industrial Rd., London	LDREC SPN LP	498	591.15
53.	85 Midpark Rd., London	LDREC SPN LP	174.7	208.25
54.	2449 Dundas St. E., London	LDREC SPN LP	200	221.9
55.	2200 Wharncliffe Road S., London	LDREC SPN LP	138.7	163.45
56.	1717 Oxford St. E., London	LDREC SPN LP	480	564.55
57.	760 Wharncliffe Rd S., London	LDREC SPN LP	255	297.5

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
58.	Marina del Rey - 4130 Bayview Avenue, Orillia	CEW L3V Solar III Limited Partnership	249.4	294
59.	247 Kingsley Road, Picton	Cleave Energy Holdings Ltd.	249.50	334.62
60.	15860 Loyalist Parkway, Bloomfield	Cleave Energy Holdings Ltd.	250	328.19
61.	553 County Road 22, Picton	Cleave Energy Holdings Ltd.	250	340.08
62.	473 South Big Island Road, Demorestville	Cleave Energy Holdings Ltd.	75	114.40
63.	162 Fish Lake Rd, Demorestville	Cleave Energy Holdings Ltd.	50	68.64
64.	1944 County Road 5, Picton	Cleave Energy Holdings Ltd.	100	162.24
65.	1036 Gilead Rd, Bloomfield	Cleave Energy Holdings Ltd.	100	149.18
66.	3154 County Road 1, Bloomfield	Cleave Energy Holdings Ltd.	35	56.36
67.	13644 Loyalist Parkway, Picton	Cleave Energy Holdings Ltd.	70	114.92
68.	48 Nery Avenue, Picton	2421907 Ontario Limited	59.97	101.40
69.	93 Healey Rd., Bolton	SPN LP 14	133.2	160.0
70.	649 South Service Rd., Grimsby	SPN LP 14	279.8	334.4
71.	20682 Hurontario Street, Caledon	SPN LP 14	190	228
72.	354 Tiffin Street, Barrie	SPN LP 14	140	168
73.	265 Industrial Rd., Cambridge	SPN LP 15	399.6	439.2
74.	305 Industrial Rd., Cambridge	SPN LP 15	210	252

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
75.	2694 Highway 7, Otonabee/Indian River	GSC Southlake Solar LP	499.4	599.04
76.	5994 Wellington Road 24 Trafalgar Road Hillsburgh	GSC Southlake Solar LP	499.4	599.04
77.	203 Acton Drive, RR1 Montague/Smiths Falls	GSC Southlake Solar LP	500	596.7
78.	1759 Highway 43, RR 4 Merrickville	GSC Southlake Solar LP	500	596.7
79.	84 Quesnel Road, West Nipissing	GSC Southlake Solar LP	250	299.91
80.	84 Quesnel Road, Sturgeon Falls	GSC Southlake Solar LP	250	299.91
81.	420 Quesnel Rd, West Nipissing	GSC Southlake Solar LP	250	299.91
82.	382 Quesnel Road, West Nipissing	GSC Southlake Solar LP	250	299.91
83.	580 Quesnel Rd, West Nipissing	GSC Southlake Solar LP	250	299.91
84.	3189 Vern Drive, Greater Sudbury, ON P0M 1E0	GSC Southlake Solar LP	250	299.52
85.	3134 Main Street, Greater Sudbury, ON P0M 1E0	GSC Southlake Solar LP	250	299.52
86.	2884 Main Street, Greater Sudbury, ON P0M 1E0	GSC Southlake Solar LP	250	299.52
87.	N ½ Lot 18, Concession 4, North Plantagenet Alfred/ Plantagenet, Ontario, K0B 1L0	Celeste Solar LP	500	599.83

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
88.	Derby Works Yard 62190 Side Road 3, RR# 3, Owen Sound, Ontario	Biidaaske Inc.	500	599.82
89.	81605 Side Road 6, RR# 4, Tara, Ontario	Biidaaske Inc.	500	598.29
90.	IP Compost Site Park Lot 10 Range 9 EGR P1 Owen Sound; Pt Park Lot 9 Range 9 EGR P1 Owen Sound; Pt Park Lot 9 Range 8 EGR Owen Sound Pt 1 & 2, 16R7694, Pt 3 16R1193 & Pt 8 16R337 Except Pt 1, 16R1193; Owen Sound being Pt 2, 16R7694. 37061-0027	Biidaaske Inc.	500	599.20
91.	IP Public Works 2125 18 th Avenue East, Owen Sound, Ontario	Biidaaske Inc.	500	600
92.	IP Rail Trail Pt Park Lot 8 Range 10 EGR P1 Owen Sound Pt 6 16R4708; Owen Sound 37060-0137	Biidaaske Inc.	500	600
93.	238 Neil MacGregor Rd, Grafton, Ontario	Gengrowth Energy LP	250	299.25
94.	332 King's Wharf Rd., Kawartha Lakes, Ontario	Gengrowth Energy LP	250	298.20
95.	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario	Gengrowth Energy LP	250	299.25
96.	1209 Crowley Line, RR6, Peterborough, Ontario	Gengrowth Energy LP	250	298.20
97.	2721 Highway 134, Douro, Ontario	Gengrowth Energy LP	250	298.20
98.	3161 Old Norwood Rd., Peterborough, Ontario	Gengrowth Energy LP	500	599.76
99.	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario	Gengrowth Energy LP	250	299.25

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
100.	33935 Thorah Sideroad, Beaverton, Ontario	Gengrowth Energy LP	250	299.25
101.	206497 Highway 26 Meaford Ontario N4L 1W7	GSC SPN 4 Projects LP	250	299.66
102.	180-200 Fitch Street Welland Ontario L3C 2S2	GSC SPN 4 Projects LP	300	359.89
103.	2882 Shelter Valley Rd, Alnwick/Haldiman, ON K0K 2G0	GreenLife Solar Projects Inc.	250	299.81
104.	1474 County Road 507, Buckhorn, Trent Lakes, ON K0L 1J0	GreenLife Solar Projects Inc.	500	599.96
105.	14603 Highway 62, Madoc, ON K0K 2K0	GreenLife Solar Projects Inc.	250	299.81
106.	1234 Asphodel-Norwood, ON K0L 1Y0	GreenLife Solar Projects Inc.	500	599.96
107.	58 Moore Rd Alnwick/Haldimand, ON K0K 1M0	GreenLife Solar Projects Inc.	100	119.72
108.	2161 Blezard Line Otonabee-South Monaghan, ON K0L 2B0	GreenLife Solar Projects Inc.	500	599.96
109.	437 County Road 36, Harvey, Municipality of Trent Lakes, K0M 1A0	GreenLife Solar Projects Inc.	250	299.81
110.	171 Isaac Rd Alnwick/Haldimand, ON K0K 2H0	GreenLife Solar Projects Inc.	500	599.96
111.	3155 Lakeshore Rd, Port Hope, ON L1A 3V7	GreenLife Solar Projects Inc.	500	599.96
112.	County Road 36, Harvey, Municipality of Trent Lakes, ON K0M 1A0	GreenLife Solar Projects Inc.	250	299.81
113.	25 Anderson Rd, Havelock-Belmont-Methuen, ON K0L 1Z0	GreenLife Solar Projects Inc.	250	299.81
114.	2262 County Rd 44, Havelock-Belmont-Methuen, ON K0L 2H0	GreenLife Solar Projects Inc.	500	299.81
115.	1312 Crowley Line, Otonabee-South Monaghan, ON K9J 6X7	GreenLife Solar Projects Inc.	500	599.96
116.	6330 Ganaraska Rd, port Hope, ON L0A 1B0	GreenLife Solar Projects Inc.	500	599.96

No.	Project – Location	Project Subsidiary	AC Contract Capacity (kW)	DC Installed Capacity (kW)
117.	4822 Jasper Martin Road, Baltimore, ON K0K 1C0	GreenLife Solar Projects Inc.	500	599.96
118.	2674 Country Road 42, Stayner, ON L0M 1S0	HSSW Limited Partnership	99.80	119.72
119.	2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0	HSSW Limited Partnership	99.80	119.72
120.	19 Somerville 3 rd Concession, Fenelon Falls, ON K0M 1N0	HSSW Limited Partnership	250.00	299.88
121.	136 Dartmoor Rd., Sebright, ON L0K 1W0	HSSW Limited Partnership	250.00	299.88
122.	3 Fire Route 53, Havelock, ON K0L 1Z0	GSC Southlake Solar LP	500.0	598.40
123.	313 Pipeline Road, Cramahe, ON K0K 1M0	GSC Southlake Solar LP	250.0	299.20
124.	8010 Stonehouse Road, Campbellcroft, ON L0A 1B0	GSC Southlake Solar LP	500.0	598.40
125.	38 Stephenson Road 8 W, Huntsville, Ontario, P0B 1M0	Rising Sun Community Power Corp.	500	599.94
126.	237 Proudfoot Road, Huntsville, Ontario, POB 1MO	Rising Sun Community Power Corp.	500	599.94
127.	55 Plant Farm Blvd. Brantford, ON N3S 7W2	SPN LP 10	499.50	599.33
128.	75 Plant Farm Blvd. Brantford, ON N3S 7W2	SPN LP 10	499.50	599.33
129.	111 Sherwood Drive Brantford, ON N3T 6J9	SPN LP 10	500.00	599.70
130.	635 Tecumseh Rd. W. Windsor, ON N8X 1H4	SPN LP 10	480.00	299.97
131.	600 Wall St. Wallaceburg, ON N8A 3H9	SPN LP 10	250.00	299.67

Residential MicroFIT Projects

See attached.

SCHEDULE 2.5(A)**REPAYMENT SCHEDULE**

Note: To the extent the below dates differ from the definition of Quarterly Payment Date, the payment is due on the closest Quarterly Payment Date.

QUARTERLY REPAYMENT DATE	QUARTERLY PAYMENT (CAD\$)
9/30/2023	4,523,700.26
12/31/2023	155,399.05
3/31/2024	560,914.99
6/30/2024	4,973,838.67
9/30/2024	4,602,985.89
12/31/2024	217,558.27
3/31/2025	660,406.81
6/30/2025	5,050,505.17
9/30/2025	4,687,202.85
12/31/2025	293,464.00
3/31/2026	751,674.42
6/30/2026	5,129,595.06
9/30/2026	4,774,954.17
12/31/2026	392,319.23
3/31/2027	841,438.36
6/30/2027	5,219,795.63
9/30/2027	4,875,587.46
12/31/2027	504,452.23
3/31/2028	928,891.33
6/30/2028	5,321,352.82
9/30/2028	5,006,626.24

12/31/2028	654,696.23
3/31/2029	1,072,134.28
6/30/2029	5,395,484.73
9/30/2029	5,040,115.50
12/31/2029	778,767.35
3/31/2030	1,169,246.75
6/30/2030	5,482,054.03
9/30/2030	5,128,013.07
12/31/2030	939,747.32
3/31/2031	1,297,537.52
6/30/2031	5,567,240.15
9/30/2031	5,251,947.76
12/31/2031	1,109,202.59
3/31/2032	1,430,758.24
6/30/2032	5,638,695.94
9/30/2032	5,275,614.59
12/31/2032	1,196,783.51
3/31/2033	1,492,187.59
6/30/2033	5,141,256.94
9/30/2033	4,656,180.86
12/31/2033	1,045,217.93
3/31/2034	1,268,622.43
6/30/2034	4,690,256.64
9/30/2034	4,313,026.19
12/31/2034	1,007,635.26
3/31/2035	1,187,604.71

6/30/2035	4,149,420.58
9/30/2035	3,227,139.97
12/31/2035	709,361.93
3/31/2036	813,263.26
6/30/2036	2,500,450.58
9/30/2036	1,703,109.06
12/31/2036	389,893.65
3/31/2037	492,162.94
6/30/2037	764,797.30
9/30/2037	117,698.53
12/31/2037	12,634.33
3/31/2038	18,336.51
6/30/2038	44,004.41
9/30/2038	41,940.95
12/31/2038	14,190.08
3/31/2039	6,463.81

SCHEDULE ~~2.10~~2.12(A)

FORM OF L/C ACTIVITY NOTICE

TO: Deutsche Bank Trust Company Americas
as Administrative Agent
Trust and Agency Services
1 Columbus Circle
New York, NY 10019

AND TO: The Issuing Lender

DATE: [■]

This L/C Activity Notice is being delivered pursuant to Section ~~2.10~~2.12(a) of the second amended and restated credit agreement made as of June 29, 2023 (the “**Credit Agreement**”) by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent, and the financial institutions from time to time parties thereto as lenders. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned hereby request that the Issuing Lender **[issue][re-issue][amend][renew]** its DSRA LC under the L/C Facility on the following terms:

- Date of **[Issuance][Re-Issuance][Amendment][Renewal]**: [■] (the “L/C Activity Date”).
- Face Amount: \$[■].
- Expiration Date: [■].

All of the representations and warranties contained in all Financing Documents are and will be true and correct in all material respects on and as of the date hereof and the L/C Activity Date as though made on and as of each such date (unless expressly stated to be made as of a specified date).

No Default or Event of Default has occurred and is continuing or shall result from the **[issuance][re-issuance][amendment][renewal]** requested hereby, or, if a Default has occurred and is continuing, such Default will be cured from the proceeds of such DSRA LC.

No Material Adverse Effect has occurred since the Second Restatement Date.

Dated as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

OR

GSC SOLAR FUND II LP, by its general partner, GSC SOLAR FUND II GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE ~~2.10~~2.12(B)

FORM OF L/C DRAW REQUEST

TO: Deutsche Bank Trust Company Americas
as Administrative Agent
Trust and Agency Services
1 Columbus Circle
New York, NY 10019

AND TO: The Issuing Lender

DATE: [■]

This L/C Draw Request is being delivered pursuant to Section ~~2.10~~2.12(b) of the second amended and restated credit agreement made as of June 29, 2023 (the “**Credit Agreement**”) by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent, and the financial institutions from time to time parties thereto as lenders. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned hereby requests a Draw on the DSRA LC issued by the Issuing Lender under the L/C Facility on the following terms:

- Amount of Draw: \$[■]
- Funding Date: [■] (the “**Funding Date**”).⁺

All of the representations and warranties contained in all Financing Documents are and will be true and correct in all material respects on and as of the date hereof and the requested Funding Date as though made on and as of each such date (unless expressly stated to be made as of a specified date).

No Default or Event of Default has occurred and is continuing or shall result from the DSRA LC Draw requested hereby, or, if a Default has occurred and is continuing, such Default will be cured from the proceeds of such DSRA LC Draw.

No interest payment required under the Credit Agreement has not been paid by the Borrowers when due.

No Material Adverse Effect has occurred since the Second Restatement Date.

⁺ ~~The requested Funding Date must not be earlier than five Banking Days after the date the L/C Draw Request is delivered.~~

Dated as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

OR

GSC SOLAR FUND II LP, by its general partner, GSC SOLAR FUND II GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 3
FORM OF PROJECT SUBSIDIARY LOAN AGREEMENT

[ATTACHED]

PROMISSORY NOTE**Principal Amount: \$■****Due: Demand**

WHEREAS [GSC SOLAR FUND I LP/ GSC SOLAR FUND II LP] has advanced money to **[Project Subsidiary]** which amounts to in aggregate \$■ as of the date hereof and it is in order for **[Project Subsidiary]** to evidence the indebtedness.

For value received the undersigned, **[Project Subsidiary]**, promises to pay to **[GSC SOLAR FUND I LP/GSC SOLAR FUND II LP]**, or as directed, at Toronto, Ontario, the principal sum of \$■, in lawful money of Canada together with interest thereon. Interest shall be payable on the principal sum calculated and payable monthly on the last day of each month using an annual rate of interest of ■%, or as agreed to from time to time by **[Project Subsidiary]** and **[GSC SOLAR FUND I LP/GSC SOLAR FUND II LP]**.

The entire principal together with accrued and unpaid interest thereon shall be fully repaid and satisfied on the due date PROVIDED THAT the undersigned is entitled, at any time and from time to time, to prepay all or any part of the principal sum without notice, interest, bonus or penalty.

Notwithstanding the foregoing, the entire principal sum shall, at the holder's option, become immediately due and payable if the undersigned makes an assignment for the benefit of its creditors, is declared bankrupt, makes an authorized assignment or if a receiver is appointed under the *Bankruptcy and Insolvency Act* (Canada).

The undersigned waives presentment for payment, protest and notice of every kind and description and waives any defences as based upon any and all indulgences and forbearances which may be granted by the holder to any party liable thereon with respect to the payment or any other provisions of this promissory note.

This promissory note and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario. The parties hereto agree that the provincial and federal courts located in the Province of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provision of this promissory note. Each party hereto does hereby irrevocably attorn to the jurisdiction of such courts.

On payment in full of the amount of this note together with all accrued interest thereon, the holder of this note shall surrender it to the undersigned for endorsement of payment.

DATED at Toronto, this ____ day of _____, _____.

[PROJECT SUBSIDIARY]

By: _____
Name:
Title:

SCHEDULE 5.3(B)

ADVANCE REQUEST

To: Deutsche Bank Trust Company Americas
as Administrative Agent
Trust and Agency Services
1 Columbus Circle
New York, NY 10019

And To: The Lenders (as defined in the Credit Agreement)

Date: [■]

This Advance Request is being delivered pursuant to Section 5.3(b) of the second amended and restated credit agreement made as of June 29, 2023 (the “**Credit Agreement**”) among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent, and the financial institutions from time to time parties thereto as lenders. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned is requesting the following Advances:

- [\$ _____ by way of a ~~CDOR~~Daily Compounded CORRA Advance having a three month term under the Term Facility (the “Term Facility Amount”) for the purpose of financing [■]]
- [\$ _____ by way of a Term CORRA Compounded Advance having a three month term under the Term Facility (the “Term Facility Amount”) for the purpose of financing [■]].

The undersigned hereby irrevocably directs the Administrative Agent to deposit the above mentioned Advances to:

- [the accounts specified in the [direction] delivered with this Advance Request]

OR

- the following accounts at the branch of the Account Bank located at ■ (Bank No. ■; Transit No. ■):

The undersigned hereby represents and warrants to the Administrative Agent, the Lenders, and the Collateral Agent and acknowledges that the Administrative Agent, the Lenders and the Collateral Agent are relying upon such representations and warranties as an inducement to the Advance(s) requested above:

- (a) each Borrower has observed and performed all covenants and agreements contemplated to be observed and performed by it in the Credit Agreement and all Financing Documents as at the date hereof, and the Borrower covenants and agrees to continue to

so observe and perform and to cause the continued observation and performance of such covenants and agreements;

- (b) the representations and warranties of each Obligor set forth in the Credit Agreement and in all other Financing Documents (other than those made as of a specific date or otherwise specified therein to be non-repeating) are true and correct in all material respects on and as of the date hereof and will be true and correct in all material respects on and as of the date of the requested Advance(s), both before and after giving effect to the Drawdown of the requested Advance(s) and to the application of proceeds therefrom, by reference to the facts and circumstances now existing;
- (c) no Default or Event of Default has occurred which is continuing (other than where proceeds of the requested Advance(s) will be used to cure the same and will be sufficient to do so), nor shall any such Default or Event of Default occur as a result of making the requested Advance(s) or the application of proceeds therefrom;
- (d) the Required Hedging Program is in full force and effect;
- (e) no Material Adverse Effect has occurred since the Second Restatement Date;
- (f) subject to Section 6.1(k) of the Credit Agreement, each of the Material Project Agreements is in full force and effect, and since the Second Restatement Date, there has been no change in circumstances with respect to an Obligor or any counterparty to a Material Project Agreement where such change could reasonably be expected to materially adversely affect its ability to perform its obligations under such Material Project Agreement;
- (g) all fees and reimbursable expenses payable to the Administrative Agent, the Collateral Agent, the Lenders, and their advisors (including all reasonable fees and expenses of the Independent Engineer, the Insurance Advisor and Lenders' Counsel) on the Drawdown Date for the requested Advance shall have been paid in full by the Applicable Borrower or will be so paid with the proceeds of the requested Advance;
- (h) all Project Approvals for each Project are in full force and effect, except for those which are not yet required (having regard to the status of the Projects), and attached at Schedule A hereto are true and complete copies of all such Project Approvals (or amendments thereto) not previously provided to the Administrative Agent;
- (i) there are no actions, suits, proceedings or investigations (whether or not purportedly on such Person's behalf) pending or threatened against or affecting any of the Obligors, or, to the knowledge of the Obligors, or MSA Contractor, before any Governmental Authority which could reasonably be expected to have a Material Adverse Effect;
- (j) since the Second Restatement Date, neither the enactment of any Applicable Law, nor any change therein or in the published or unpublished interpretation or application thereof by any Governmental Authority, nor compliance by the Administrative Agent, the Collateral Agent or a Lender with any guideline, official directive, request or direction (whether or not having the force of law) of any Governmental Authority, shall have made it unlawful for the Administrative Agent, the Collateral Agent or a Lender to make, fund or maintain the Facilities or the requested Advance;

- (k) **[subject to Section 7.3, if any portion of the proceeds of the requested Advance(s) will be allocated to one or more Community Projects, as of the date hereof, every Community Project has: (x) at least the number of members equal to the Target Qualifying Members in respect thereof, and (y) a Community Participation Level greater than 50%;]**
- (l) all Authorizations for each Project that are required to operate the Projects are in full force and effect, not subject to any appeal or further proceeding or to any unsatisfied condition, that may allow material modification, suspension or revocation, except for those Authorizations which are not yet required (having regard to the status of the Projects) **[and attached at Schedule [■] hereto are true and complete copies of all such Authorizations (or amendments thereto) not previously provided to the Administrative Agent];**
- (m) if any portion of the proceeds of the requested Advance(s) will be allocated to one or more First Nation Projects, as of the date hereof, each such First Nation Project: (x) qualifies as an Aboriginal Participation Project, and (y) has an Aboriginal Participation Level of greater than 15%;
- (n) all Capital Contributions required to be made on or before the date hereof have been made;
- (o) after giving effect to the Advance, the Borrowers will remain in compliance with the Concentration Limits;
- (p) each of the Collateral Accounts have been established and funded in accordance with the requirements of Article 8 if required to be established and funded at the time of the applicable Advance;
- (q) there has been no changes to the current Financial Model **[or attached as Schedule [■] hereto is an updated Financial Model];**
- (r) all conditions and requirements for the Advance(s) requested above in the Credit Agreement, including under Sections 5.1 and 5.2 and 5.3 of the Credit Agreement, have been satisfied.

[signature page follows]

DATED as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

[or]

GSC SOLAR FUND II LP, by its general partner, GSC SOLAR FUND II GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 5.3(H)

INSURANCE REQUIREMENTS

1. General Requirements. Each Borrower shall, without cost to the Administrative Agent, the Collateral Agent or the Lenders, maintain or cause to be maintained on its behalf in effect at all times on and after the Closing Date the types of insurance required by the following provisions together with any other types of insurance required pursuant to a Material Project Agreement with respect to the Projects, in such form acceptable to the Administrative Agent (at the direction of the Lenders), with insurance companies rated (i) “A-” or better, with a minimum size rating of “X” by A.M. Best, (ii) rated A by Standard & Poors, (iii) an equivalent rating by another nationally recognized insurance rating agency of similar standing, or (iv) other companies reasonably satisfactory to the Administrative Agent (at the direction of the Lenders), until all obligations of each Borrower pursuant to the Financing Documents have been fully discharged.

(a) [Reserved].

- (b) All-Risk Property / Machinery Breakdown. “All-Risk” property insurance, as such term is used in the insurance industry, for each operational Project in an amount that is not less than the full replacement cost value of each Project including without limitation coverage for mechanical and electrical breakdown plus resulting or ensuing damage arising out of design error, faulty workmanship or faulty materials, the perils of flood, earthquake, named windstorm, hail, lightning, strike, riot and civil commotion, vandalism and malicious mischief, sewer backup, and collapse; subject to terms that are consistent with current industry practice insuring all real and personal property of each operational Project, including coverage for property while in off-site storage or while in the course of inland transit (including a 50/50 clause where ocean cargo is required), for an amount of not less than the full replacement cost value of the property and equipment at each Project, or such other amount as agreed to by the Administrative Agent (at the direction of the Lenders).

Sublimits are permitted with respect to the following perils:

- (i) off-site property in an amount not less than the full replacement cost values of any Project property in off-site storage;
- (ii) inland transit in an amount not less than the full replacement cost value of any Project property while in inland transit;
- (iii) for earthquake, flood and named windstorm with limits of no less than \$25,000,000 for the perils of earthquake and named windstorm and \$20,000,000 for the peril of flood;
- (iv) damage to owned overhead transmission/distribution lines within 1000 feet of the insured project site; and
- (v) such other coverages customarily sub-limited and/or aggregated in reasonable amounts consistent with current industry practice with respect to similar risks and acceptable to the Administrative Agent (at the direction of the Lenders), including without limitation, extra expense, expediting expense and bylaw

coverage/local authorities including the increased cost of construction to comply with the enforcement of any law that regulates the construction or repair of damaged property including the cost to demolish undamaged portions of the Project, debris removal, pollutant cleanup, professional fees, costs to lease equipment etc.

Such policy shall include: (a) an automatic reinstatement of limits following each loss (except for the perils of earthquake, pollution cleanup, flood and other aggregated limits that typically apply under Section 1(b)); (b) replacement cost valuation with no deduction for depreciation and no coinsurance clauses (or a waiver thereof); and (c) coverage for physical damage that is not covered by warranty or guaranty, to the extent normally insured. In the event all risk property and mechanical and electrical breakdown insurance is not written on the same policy, the mechanical and electrical breakdown coverage shall be placed on a “comprehensive” basis including resulting damage with respect to consequence of design, workmanship or material defect on a replacement cost basis with limits not less than the full replacement cost of the insured objects and each all-risk property and mechanical and electrical breakdown policy shall contain a joint loss agreement.

All such policies may have per occurrence deductibles for property damage of not greater than \$100,000 per occurrence for all perils, and 5% with a minimum of \$100,000 per occurrence for earthquake and named windstorm; or such other deductibles as approved by the Administrative Agent (at the direction of the Lenders).

- (c) Business Interruption. Each Borrower shall also maintain or cause to be maintained, with respect to each Project, business interruption insurance following all perils required to be insured above under Section 1(b) above, including mechanical or electrical breakdown and transit perils, with limits of not less than the projected equivalent of twelve (12) months gross revenues, less non-continuing expenses. If coverage is subject to an indemnification period, such period shall not be less than twelve (12) months. Contingent business interruption shall also be included with respect to the electric interconnection and key customers with a sublimit not less than 120 days or equivalent. This coverage shall not include any annual or term aggregate limits of liability or clause requiring the payment of additional premium to reinstate the limits after loss except with regards to insurance applicable to the perils of flood and earthquake and such other coverages applicable under Section 1(b) above that are customarily subject to aggregate limits in the current solar energy insurance marketplace. The deductible or waiting period shall not exceed thirty (30) days.
- (d) Commercial General Liability Insurance. Commercial General Liability insurance for each of the Projects (and on a wrap-up liability insurance basis for Projects under construction), including coverage for premises/operations, products/completed operations, broad form property damage, bodily injury, personal injury, and non-owned automobile liability, with no exclusions for explosion, collapse and underground perils, with a limit of not less than \$1,000,000 for injuries or death to one or more persons or damage to property resulting from any one occurrence, and a products and completed operations liability aggregate limit of not less than \$1,000,000. The commercial general liability policy shall include contractual liability and shall be subject to a cross liability/severability of interest clause. Deductibles in excess of \$50,000 shall be subject to review and approval by the Administrative Agent (at the direction of the Lenders).
- (e) Automobile Liability. To the extent there is an exposure, automobile liability insurance, including coverage for owned automobiles and automobiles leased for more than 30 days

for both bodily injury and property damage in accordance with statutory legal requirements, with combined single limits of no less than \$1,000,000 per accident with respect to bodily injury, property damage or death. Deductibles in excess of \$25,000 shall be subject to review and approval by the Administrative Agent (at the direction of the Lenders).

- (f) Workers Compensation. To the extent there is an exposure, at any time in which a Borrower has employees, it shall furnish in form and substance satisfactory to the Administrative Agent (at the direction of the Lenders) a certificate of compliance from the Workplace Safety and Insurance Board as to such Borrower's status along with a list of Workplace Safety and Insurance Board registration numbers of each of such Borrower's employees including coverage for employer's liability with a limit of not less than \$1,000,000 and such other forms of insurance which such Borrower is required by law to provide for loss resulting from injury, sickness, disability or death of the employees of such Borrower. Deductibles in excess of \$50,000 shall be subject to review and approval by the Administrative Agent (at the direction of the Lenders). Employers' liability may be obtained through endorsement to the general liability insurance required in Section 1(d) above.

2. Umbrella or Excess. Umbrella or excess liability insurance, in combination with Primary coverage limits, of not less than \$25,000,000 per occurrence and annual aggregate for commercial projects, and, except as provided below, of not less than \$15,000,000 per occurrence and annual aggregate for residential projects, (inclusive of the requirements and limits in Sections 1(d), (e) and (f) – employers liability only); excepting wrap up liability insurance for which not less than \$10 million per occurrence and in the annual aggregate would be acceptable. Such coverages shall be on a per occurrence basis and over and above coverage provided by the policies described in Sections 1(d), (e) and (f) with respect to employer's liability only. If the policy or policies provided under this Section 2 contain(s) aggregate limits, and such limits are reduced by more than 25% during the applicable policy term by any one or more incident, occurrence, claim, settlement or judgment against such insurance which has caused the insurer to establish a reserve, each Borrower shall within ten (10) Banking Days after obtaining knowledge of such event inform the Administrative Agent, and within thirty (30) Banking Days purchase an additional umbrella/excess liability insurance policy satisfying the requirements of this Section 2. Deductibles in excess of \$10,000 shall be subject to review and approval by the Administrative Agent (at the direction of the Lenders). It is understood and agreed that the current liability limits of \$10,000,000 for the residential projects and \$15,000,000 for the commercial projects are accepted by the Administrative Agent and the Lenders until (i) the November 17, 2018 renewal of the umbrella liability insurance for the commercial projects, at which time the limit of liability for the commercial projects will be increased to not less than \$25,000,000 and (ii) (Y) the aggregate amount of Loans outstanding under the Facilities allocated to the MicroFIT Portfolio is equal or greater than \$85,000,000 and (Z) the Portfolio consists of 3,800 or more MicroFIT Projects for the residential projects, at which time the limit of liability for the residential projects will be increased to not less than \$15,000,000 per occurrence.

- (a) Pollution Liability. Subject to the right of the Collateral Agent to require each Borrower to obtain and maintain pollution liability insurance at a future date, pollution liability insurance shall be maintained at the option of each Borrower unless otherwise required by the Material Project Agreements. Should the Collateral Agent choose (at the direction of the Lenders) to require pollution liability insurance at a future date, coverage with a limit commensurate with industry practice for similar operations but not less than \$1,000,000 per occurrence in the annual aggregate for property damage and bodily injury

to third parties arising out of “sudden and accidental” pollution conditions as a result of Project operations for each Project. All such coverages can be included in the commercial general liability (including wrap-up liability) and umbrellas or excess liability policies or provided under a separate pollution liability policy. Claims made coverage forms and deductibles of up to \$25,000 per occurrence are acceptable.

- (b) Off-Site Liability. It is also understood that for off-site liability, each Borrower is responsible for procuring the types of insurance required in Sections 1(d), (e), (f) (if applicable) and 2 above in accordance with standard industry practice for similar off-site operations.
- (c) Contractors and Subcontractors. Each Borrower shall use commercially reasonable efforts to require all contractors and subcontractors performing construction or operations and maintenance by and the MSA Contractor or other on-site or off-site work on their behalf, to obtain and maintain the types of insurance required in Sections 1(d), (e), (f) and 2 above in accordance with standard industry practice for similar work and operations and use commercially reasonable efforts, subject to commercial availability, to require such contractors and subcontractors to:
 - (i) name each Borrower, the Administrative Agent, the Collateral Agent and the Lenders, as additional insureds (with the exception of workers compensation and automobile liability);
 - (ii) waive rights of subrogation against each Borrower, the Administrative Agent, the Collateral Agent and the Lenders;
 - (iii) make coverage primary with respect to insurance provided for the benefit of each Borrower, the Administrative Agent, the Collateral Agent and the Lenders;
 - (iv) continue coverage in full force and effect until obligations of all contractors and subcontractors are fulfilled.

3. Special Insurance Provisions

- (a) Lender Loss Payable/Mortgagee Endorsement. All property related policies of insurance required to be maintained pursuant to Section (b) of this Schedule 5.3(h), shall name Deutsche Bank Trust Company Americas its successors and/or assigns, in its capacity as the Collateral Agent for the benefit of the Secured Creditors as the first loss payee for all losses with respect to the Projects, and be subject to a standard mortgage clause as approved by the Insurance Bureau of Canada, all as approved by the Administrative Agent (at the direction of the Lenders), approval of which shall not be unreasonably withheld.
- (b) Non-Vitiation. All property related policies of insurance required to be maintained pursuant to Section (b) of this Schedule 5.3(h) shall insure the interests of the Collateral Agent on behalf of the Lenders regardless of any breach or violation by a Borrower, their affiliates or others acting on their behalf of any warranties, declarations or conditions contained in such policies, any action or inaction, or any foreclosure relating to the Project or any change in ownership of all or any portion of the Project (the foregoing

may be accomplished by the use of an approved lenders loss payable endorsement, IBC Mortgagee Clause or an approved Multiple Insureds Clause, or a combination thereof).

- (c) Additional Insured & Waiver of Subrogation. All liability insurance policies required above that are maintained by a Borrower or on their behalf shall name the Administrative Agent, the Collateral Agent and the Lenders and their successors or assigns as additional insureds (with the exception of workers compensation and automobile liability) and all policies required above (including policies covering property damage to the Projects and excluding workers compensation and automobile liability) shall provide a waiver of subrogation in favour of the Administrative Agent, the Collateral Agent and the Lenders and their successors and assigns.
- (d) Severability of Interest, Primary and Non-Contributory. All liability policies required above (excluding workers compensation and automobile liability) that are maintained by a Borrower or on their behalf shall expressly provide that all provisions thereof, except the limits of liability (which shall be applicable to all insureds as a group) shall operate in the same manner as if there were a separate policy covering each such insured. All policies required in this Schedule 5.3(h) shall acknowledge that liability for all premiums shall be the sole liability of the Borrowers and be considered primary without contribution from any other policies the Administrative Agent, the Collateral Agent or the Lenders may hold;
- (e) Notice of Cancellation. All policies of insurance required in this Schedule 5.3(h) shall provide not less than thirty (30) days written notice of cancellation to the Administrative Agent and to the Collateral Agent (with the exception of cancellation for the non-payment of premium for which statutory fifteen (15) days' notice by mail, and 5 days if hand delivered, would apply) to the extent commercially available. To the extent endorsement of the required policies to provide the required written notice of cancellation to the Administrative Agent and to the Collateral Agent is not commercially available the Borrowers shall be obligated to provide the required written notice to the Administrative Agent. The Borrowers shall be obligated to provide written notice of material change to the Administrative Agent and to the Collateral Agent unless such notice is otherwise provided by endorsement of the required policies. For the purposes of this section "materially changed" means any change that would cause the Companies to be in non-compliance with the insurance requirements of this Schedule 5.3(h).
- (f) Claims-Made Forms. If any liability insurance required under the provisions of this Schedule 5.3(h) is written on an a "claims made" basis, then such insurance shall include (i) a retroactive date (as such term is specified in each of such policies) that is no later than the Closing Date; and (ii) Each time any policy written on a "claims made" basis is not renewed or the retroactive date of such policy is to be changed, the Borrowers shall obtain or cause to be obtained for each such policy or policies the broadest extended reporting period coverage, or "tail", reasonably available in the commercial insurance market for each such policy or policies.
- (g) Other Insurance Requirements. In addition to the other requirements of this Schedule 5.3(h), the Borrowers shall obtain and maintain such other or additional insurance (as to risks covered, policy amounts, policy provisions or otherwise) as the Administrative Agent (at the direction of the Lenders) in consultation with the Insurance Advisor may reasonably request from time to time provided that such other insurance and amounts are

then commonly insured against with respect to similar properties in similar regions with similar exposures and which are available on commercially reasonable terms.

- (h) Certification of Compliance. Each Borrower shall deliver to the Administrative Agent on or before the Closing Date and annually thereafter with respect to the renewal date of each insurance policy required to be maintained by it pursuant to this Schedule 5.3(h), certificates of insurance executed by the insurer or its duly authorized representative indicating the types, amounts, deductibles and terms and conditions required herein, accompanied by a letter from such Borrower's insurance broker certifying to the Administrative Agent that the proposed renewal policy (or policies) satisfies the requirements of this Schedule 5.3(h), coverage is in full force and effect and all premiums then due have been paid or are not in arrears. Complete copies of any policies required pursuant to this Schedule 5.3(h) shall be supplied upon request (to the extent available at that time).
 - (i) No Duty to Verify Insurance Compliance. The Administrative Agent and the Collateral Agent shall be entitled, upon reasonable advance notice, to review each Borrower's (or other appropriate party's) books and records regarding all insurance policies maintained with respect to the Project and such Borrower's obligations under this Schedule 5.3(h). Notwithstanding the foregoing, no provision of this Schedule 5.3(h) or any other provision of this Agreement or any other Financing Document shall impose on the Administrative Agent, the Collateral Agent or any Lender any duty or obligation to verify the existence or adequacy of the insurance coverage maintained by such Borrower, nor shall the Administrative Agent, the Collateral Agent or any Lender be responsible for any representations or warranties made by or on behalf of such Borrower or any other party to any insurance company or underwriter.
4. Waivers of Insurance Requirements. If at any time the Administrative Agent determines in its reasonable judgment (at the direction of the Lenders after consultation with the Insurance Advisor) that any insurance (including the limits or deductibles thereof) required to be maintained by this Schedule 5.3(h) is not available on commercially reasonable terms due to prevailing conditions in the commercial insurance market at such time, then upon the written request of the Borrowers together with a written report of the Borrowers' insurance broker or another independent insurance broker of nationally recognized standing in the insurance industry (i) certifying that such insurance is not available on commercially reasonable terms (and, in any case where the required maximum coverage is not reasonably available, certifying as to the maximum amount which is so available), (ii) explaining in detail the basis for such broker's conclusions and (iii) containing such other information as the Administrative Agent (at the direction of the Lenders) or the Insurance Advisor may reasonably request, the Administrative Agent may (at the direction of the Lenders after consultation with the Insurance Advisor) temporarily waive such requirement; provided, however, that the Administrative Agent may (at the direction of the Lenders) decline to waive any such insurance requirement unless the consent of the Majority Lenders is first obtained. At any time after the granting of any temporary waiver pursuant to this Section 3, but not more than once in any year, the Administrative Agent may request (at the direction of the Lenders), and the Borrowers shall furnish to the Administrative Agent within thirty (30) days after such request, an updated insurance report reasonably acceptable to the Administrative Agent (at the direction of the Lenders) and the Insurance Advisor from the Borrowers' independent insurance broker. Any waiver granted pursuant to this Schedule 5.3(h) shall expire, without further action by any party, immediately upon (A) such waived insurance requirement becoming available on commercially reasonable terms, as reasonably determined by the Administrative Agent (at the direction of the Lenders in

consultation with the Insurance Advisor) or (B) failure of the Borrowers to deliver an updated insurance report pursuant to clause (ii) above.

SCHEDULE 5.3(I)**FORM OF INSURANCE ADVISOR CERTIFICATE**

Dated as of [■]

Deutsche Bank Trust Company Americas
 as Administrative Agent
 Trust and Agency Services
 60 Wall Street, 16th Floor
 MS: NYC60 – 1630
 New York, NY 10005

- and –

Deutsche Bank Securities Inc.
 as Technical Agent
 60 Wall Street
 New York, NY 10005

- and -

The Lenders (as defined below)

Re: GSC Solar Fund I LP and GSC Solar Fund II LP

Ladies and Gentlemen:

The undersigned, a duly authorized officer of [**In Tech Risk Management Inc.**] (the “**Insurance Advisor**”), hereby provides this letter to you in accordance with the second amended and restated credit agreement dated as of June 29, 2023 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent (the “**Collateral Agent**”), and the financial institutions from time to time parties thereto as lenders (the “**Lenders**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The Insurance Advisor acknowledges that, pursuant to the Credit Agreement, the Administrative Agent, the Collateral Agent and the Lenders will be relying on this certificate. The Insurance Advisor has reviewed Section 5.3(h) and Schedule 5.3(h) of the Credit Agreement and is familiar with the insurance requirements stated therein. It is the Insurance Advisor’s opinion that the types and amounts of insurance required by Section 5.3(h) and Schedule 5.3(h) of the Credit Agreement (the “**Insurance Requirements**”) are reasonable and adequate for projects of the size and scope of the [■] Projects.

The Insurance Advisor has also been provided the insurance broker’s certificate (Exhibit A), dated [■], 2023, delivered by [**Hugh Wood Canada Ltd.**] (the “**Insurance Broker**”), reflecting the insurance currently in force covering the [■] Projects and premium payment status for such insurance. The Insurance Consultant has compared the insurance information and representations provided and/or evidenced by the Insurance Broker on behalf of the Borrowers to the Insurance Requirements. Based

upon such review and comparison, it is the Insurance Consultant's opinion that such insurance coverage evidenced by the Insurance Broker provides the types and the necessary limits (where specified) as is required by the Insurance Requirements, and is considered to be consistent with industry standards for providing evidence that such insurance is in full force and effect and materially complies with the Insurance Requirements.

This letter is not to be construed as legal advice or a legal opinion, nor shall any statement made herein be deemed to be relied upon as legal advice. This letter is not to be deemed as a warranty or guaranty that the insurance currently in force or required to be in full force will remain in full force and effect.

This letter may be relied upon by, and is delivered solely for the use of the Administrative Agent, Collateral Agent, the Lenders and the other secured parties under the Credit Agreement, in each case, including their successors and assigns.

IN WITNESS WHEREOF, this Insurance Advisor's Closing Certificate has been duly executed and delivered as of the date first set forth above.

Respectfully submitted,

[IN-TECH RISK MANAGEMENT INC.]

By: _____

Name:

Title:

**EXHIBIT A TO INSURANCE ADVISOR CERTIFICATE
LETTER**

See attached.

SCHEDULE 5.5(G)
PROJECT APPROVALS

None.

SCHEDULE 6
FORM OF DISBURSEMENT CERTIFICATE²

Date of this Disbursement Certificate: _____³
 Date of the Withdrawal (as defined below): _____

To: **[The Bank of Nova Scotia]**, as Account Bank

[VIA FAX or VIA ELECTRONIC MAIL TO: [insert email address]]

[address]

RE: GSC SOLAR FUND I LP and GSC SOLAR FUND I LP (the “Borrowers”)

This Disbursement Certificate is delivered to you pursuant to the Accounts Agreement (Without Trigger) (the “**Accounts Agreement**”) dated as of June 29, 2023, between, among others, the Borrowers and Deutsche Bank Trust Company Americas, in its capacity as administrative agent for and on behalf of the Lenders (in such capacity, the “**Administrative Agent**”).

Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in the Accounts Agreement.

The undersigned hereby requests the sums indicated below (the “**Withdrawal**”) be paid or transferred to and from the applicable **[Construction/Loss Proceeds]** Accounts as set forth below.

Account #: **[■]**

Details of the Withdrawal Requested: **[■]**

Amount of Withdrawal: **[■]**

Date Withdrawal to be made: **[■]**

Priority Instructions for Withdrawal Request: **[■]**

Account Transfer Information: **[■]**

²—~~Certificate should be completed by Borrower and delivered to each Agent for review no later than five Banking Days prior to the requested withdrawal date pursuant to the Accounts Agreement.~~

³—~~Certificate should be signed by the Borrower, countersigned by the Administrative Agent and delivered to Account Bank no later than two Banking Days prior to the withdrawal date to which this certificate relates pursuant to the Accounts Agreement.~~

Dated as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

OR

GSC SOLAR FUND II LP, by its general partner, GSC SOLAR FUND II GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Approved by the Administrative Agent this _____ day of _____, 20__

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**, as Administrative Agent

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE 6.1(B)
ORGANIZATIONAL STRUCTURE

LEGAL NAMES

	Legal Name	Type of Entity	Jurisdiction of Formation
1.	2406039 Ontario Inc.	Corporation	Ontario
2.	Sustainable Power Ventures LLC	LLC	Delaware
3.	2245073 Ontario Inc.	Corporation	Ontario
4.	2246253 Ontario Inc.	Corporation	Ontario
5.	2377512 Ontario Inc.	Corporation	Ontario
6.	2410089 Ontario Inc.	Corporation	Ontario
7.	2410581 Ontario Limited	Corporation	Ontario
8.	2416428 Ontario Inc.	Corporation	Ontario
9.	2421907 Ontario Limited	Corporation	Ontario
10.	2422500 Ontario Inc.	Corporation	Ontario
11.	2428760 Ontario Inc.	Corporation	Ontario
12.	Biidaaske Inc.	Corporation	Ontario
13.	Celeste Solar GP Inc.	Corporation	Ontario
14.	Celeste Solar LP	Limited Partnership	Ontario
15.	CEW L3V Solar III Limited Partnership	Limited Partnership	Ontario
16.	Chi Biidaaske Inc.	Corporation	Ontario
17.	Chippewas of the Thames Development Corporation	Corporation	Canada (Federal)
18.	Cleave Energy Holdings Ltd.	Corporation	Canada (Federal)
19.	Corporation of the Township of Val Rita Harty	Municipality	Ontario
20.	Gengrowth Energy LP	Limited Partnership	Ontario
21.	Grasshopper Solar Corporation	Corporation	Ontario
22.	Grasshopper Solar FIT Projects Inc.	Corporation	Ontario
23.	Greenlife Co-operative Inc.	Corporation (co-operative with share capital)	Ontario
24.	GSC Gengrowth GP Inc.	Corporation	Ontario
25.	GSC GP Holdco Inc.	Corporation	Ontario
26.	GSC Solar Fund I GP Inc.	Corporation	Ontario
27.	GSC Solar Fund I Inc.	Corporation	Ontario

	Legal Name	Type of Entity	Jurisdiction of Formation
28.	GSC Solar Fund I LP	Limited Partnership	Ontario
29.	GSC Solar Fund II GP Inc.	Corporation	Ontario
30.	GSC Solar Fund II LP	Limited Partnership	Ontario
31.	GSC Solar Leasing GP Inc.	Corporation	Ontario
32.	GSC Solar Leasing II GP Inc.	Limited Partnership	Ontario
33.	GSC Solar Leasing II LP	Limited Partnership	Ontario
34.	GSC Solar Leasing LP	Limited Partnership	Ontario
35.	GSC Southlake Solar GP Inc.	Corporation	Ontario
36.	GSC Southlake Solar LP	Limited Partnership	Ontario
37.	GSC SPN 4 Projects GP Inc.	Corporation	Ontario
38.	GSC SPN 4 Projects LP	Limited Partnership	Ontario
39.	HIAH Economic Dev LP	Limited Partnership	Ontario
40.	Howard Avenue Solar Inc.	Corporation	Ontario
41.	ICM Realty Group Solar 2013 Inc.	Corporation	Alberta
42.	LDREC SPN LP	Limited Partnership	Ontario
43.	London District Renewable Energy Co-operative Inc.	Corporation (co-operative with share capital)	Ontario
44.	Marina Del Rey Solar Inc.	Corporation	Ontario
45.	McLevin Avenue Solar Inc.	Corporation	Ontario
46.	Nipissing Solar (SPN) LP	Limited Partnership	Ontario
47.	Solar Power Network 001 Inc.	Corporation	Ontario
48.	Solar Power Network 003 Inc.	Corporation	Ontario
49.	Solar Power Network 006 Inc.	Corporation	Ontario
50.	Solar Power Network 007 Inc.	Corporation	Ontario
51.	Solar Power Network 009 Inc.	Corporation	Ontario
52.	Southlake Regional Health Center	Hospital	Ontario
53.	SPN LP 1	Limited Partnership	Ontario
54.	SPN LP 3	Limited Partnership	Ontario
55.	SPN LP 4	Limited Partnership	Ontario
56.	SPN LP 5	Limited Partnership	Ontario
57.	SPN LP 10	Limited Partnership	Ontario
58.	SPN LP 14	Limited Partnership	Ontario
59.	SPN LP 15	Limited Partnership	Ontario
60.	Structural Tech Corporation Ltd.	Corporation	Ontario

	Legal Name	Type of Entity	Jurisdiction of Formation
61.	Sunvie Renewable Energy Co-operative Inc.	Corporation (co-operative with share capital)	Ontario
62.	Wikwemikong Renewable Energy Limited Partnership	Limited Partnership	Ontario
63.	Rising Sun Community Power Corp.	Corporation	Ontario
64.	Ryde Community Co-operative Inc.	Corporation (co-operative with share capital)	Ontario
65.	HSSW Limited Partnership	Limited Partnership	Ontario
66.	FIT Solar GP 1 Inc.	Corporation	Ontario
67.	HSSW Property LP	Limited Partnership	Ontario
68.	HSSW Property GP Inc.	Corporation	Ontario
69.	GSC FIT 4.2 LP	Limited Partnership	Ontario
70.	GSC FIT 4.2 GP Inc.	Corporation	Ontario
71.	GreenLife Solar Projects Inc.	Corporation	Canada
72.	GSC GreenLife Projects LP	Limited Partnership	Ontario
73.	GSC GreenLife Projects GP Inc.	Corporation	Ontario

PRIOR ORGANIZATIONAL NAMES

Current Legal Name	Prior Legal Name
Marina Del Rey Solar Inc.	Ecclestone Drive Solar Inc.
CEW L3V Solar III Limited Partnership	CEW L3V Solar III
HSSW Limited Partnership	Conergy 1 LP

REGISTERED OFFICES

	Company	Registered Office Address
1.	2406039 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
2.	Sustainable Power Ventures LLC	c/o EEC WC Funding, LLC, 33 S. Broadway, Yonkers, NY 10701
3.	2245073 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
4.	2246253 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
5.	2377512 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
6.	2410089 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
7.	2410581 Ontario Limited	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9

	Company	Registered Office Address
8.	2416428 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
9.	2421907 Ontario Limited	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
10.	2422500 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
11.	2428760 Ontario Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
12.	Biidaaske Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
13.	Celeste Solar GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
14.	Celeste Solar LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
15.	CEW L3V Solar III Limited Partnership	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
16.	Chi Biidaaske Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
17.	Chippewas of the Thames Development Corporation	R R 1, Muncey, Ontario, N0L 1Y0
18.	Cleave Energy Holdings Ltd.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
19.	Corporation of the Township of Val Rita Harty	2 De L'eglise Avenue, Box 100, Val Rita, ON P0L 2G0
20.	Gengrowth Energy LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
21.	Grasshopper Solar Corporation	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
22.	Grasshopper Solar FIT Projects Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
23.	Greenlife Co-operative Inc.	215 Spadina Avenue, Suite 416, Toronto, ON M5T 2C7
24.	GSC Gengrowth GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
25.	GSC GP Holdco Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
26.	GSC Solar Fund I GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
27.	GSC Solar Fund I Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
28.	GSC Solar Fund I LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
29.	GSC Solar Fund II GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
30.	GSC Solar Fund II LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
31.	GSC Solar Leasing GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
32.	GSC Solar Leasing LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
33.	GSC Solar Leasing II GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
34.	GSC Solar Leasing II LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
35.	GSC Southlake Solar LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
36.	GSC Southlake Solar GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
37.	GSC SPN 4 Projects GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
38.	GSC SPN 4 Projects LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
39.	HIAH Economic Dev LP	53 Hwy 551, M'Chigeeng, ON P0P 1G0

	Company	Registered Office Address
40.	Howard Avenue Solar Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
41.	ICM Realty Group Solar 2013 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
42.	LDREC SPN LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
43.	London District Renewable Energy Co-operative Inc.	192 Dundas Street, 2 nd Floor, London, ON N6A 1G7
44.	Marina Del Rey Solar Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
45.	McLevin Avenue Solar Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
46.	Nipissing Solar (SPN) LP	36 Semo Road, Garden Village, ON P2B 3K2
47.	Solar Power Network 001 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
48.	Solar Power Network 003 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
49.	Solar Power Network 006 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
50.	Solar Power Network 007 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
51.	Solar Power Network 009 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
52.	Southlake Regional Health Center	596 Davis Drive, Newmarket, ON L3Y 2P9
53.	SPN LP 1	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
54.	SPN LP 3	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
55.	SPN LP 4	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
56.	SPN LP 5	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
57.	SPN LP 10	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
58.	SPN LP 14	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
59.	SPN LP 15	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
60.	Structural Tech Corporation Ltd.	1000 Degurse Drive, Sarnia, ON N7T 7H5
61.	Sunvie Renewable Energy Co-operative	42 Wellington Street East, 4 th Floor, Toronto, ON M5E 1C7
62.	Wikwemikong Renewable Energy Limited Partnership	2012 Wikwemikong Way, Wikwemikong, ON P0P 2J0
63.	Rising Sun Community Power Corp.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
64.	Ryde Community Co-operative Inc.	1624 Barkway Road, Gravenhurst, ON P1P 1R3
65.	HSSW Limited Partnership	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
66.	FIT Solar GP 1 Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
67.	HSSW Property LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
68.	HSSW Property GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
69.	GSC FIT 4.2 LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9

	Company	Registered Office Address
70.	GSC FIT 4.2 GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
71.	GreenLife Solar Projects Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
72.	GSC GreenLife Projects LP	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9
73.	GSC GreenLife Projects GP Inc.	5750 Timberlea Boulevard, Unit 16, Mississauga, ON L4W 5B9

OTHER PLACES OF BUSINESS

	Company	Address
1.	2406039 Ontario Inc.	None
2.	Sustainable Power Ventures LLC	None
3.	2245073 Ontario Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
4.	2246253 Ontario Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
5.	2377512 Ontario Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
6.	2410089 Ontario Inc.	None.
7.	2410581 Ontario Limited	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
8.	2416428 Ontario Inc.	None.
9.	2421907 Ontario Limited	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
10.	2422500 Ontario Inc.	None.
11.	2428760 Ontario Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
12.	Biidaaske Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
13.	Celeste Solar GP Inc.	None
14.	Celeste Solar LP	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
15.	CEW L3V Solar III Limited Partnership	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
16.	Chi Biidaaske Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
17.	Chippewas of the Thames Development Corporation	None
18.	Cleave Energy Holdings Ltd.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
19.	Corporation of the Township of Val Rita Harty	None

	Company	Address
20.	Gengrowth Energy LP	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
21.	Grasshopper Solar Corporation	None
22.	Grasshopper Solar FIT Projects Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
23.	Greenlife Co-operative Inc.	None.
24.	GSC Gengrowth GP Inc.	None
25.	GSC GP Holdco Inc.	None.
26.	GSC Solar Fund I GP Inc.	None.
27.	GSC Solar Fund I Inc.	None.
28.	GSC Solar Fund I LP	None.
29.	GSC Solar Fund II GP Inc.	None.
30.	GSC Solar Fund II LP	The locations of the facilities pertaining to this entity listed on Schedule 2
31.	GSC Solar Leasing GP Inc.	None.
32.	GSC Solar Leasing LP	The locations of the facilities pertaining to this entity listed on Schedule 2
33.	GSC Solar Leasing II GP Inc.	None
34.	GSC Solar Leasing II LP	The locations of the facilities pertaining to this entity listed on Schedule 2
35.	GSC Southlake Solar LP	The locations of the facilities pertaining to this entity listed on Schedule 2
36.	GSC Southlake Solar GP Inc.	None
37.	GSC SPN 4 Projects GP Inc.	None
38.	GSC SPN 4 Projects LP	The locations of the facilities pertaining to this entity listed on Schedule 2
39.	HIAH Economic Dev LP	None.
40.	Howard Avenue Solar Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
41.	ICM Realty Group Solar 2013 Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
42.	LDREC SPN LP	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
43.	London District Renewable Energy Co-operative Inc.	None.
44.	Marina Del Rey Solar Inc.	None.
45.	McLevin Avenue Solar Inc.	None.
46.	Nipissing Solar (SPN) LP	None.
47.	Solar Power Network 001 Inc.	None.
48.	Solar Power Network 003 Inc.	None.

	Company	Address
49.	Solar Power Network 006 Inc.	None
50.	Solar Power Network 007 Inc.	None.
51.	Solar Power Network 009 Inc.	None.
52.	Southlake Regional Health Centre	None.
53.	SPN LP 1	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
54.	SPN LP 3	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
55.	SPN LP 4	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
56.	SPN LP 5	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
57.	SPN LP 10	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
58.	SPN LP 14	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
59.	SPN LP 15	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
60.	Structural Tech Corporation Ltd.	None.
61.	Sunvie Renewable Energy Co-operative	None
62.	Wikwemikong Renewable Energy Limited Partnership	None.
63.	Rising Sun Community Power Corp.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
64.	Ryde Community Co-operative Inc.	None
65.	HSSW Limited Partnership	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
66.	FIT Solar GP 1 Inc.	None
67.	HSSW Property LP	None
68.	HSSW Property GP Inc.	None
69.	GSC FIT 4.2 LP	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
70.	GSC FIT 4.2 GP Inc.	None
71.	GreenLife Solar Projects Inc.	The location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
72.	GSC GreenLife Projects LP	None
73.	GSC GreenLife Projects GP Inc.	None

OWNERSHIP INTEREST IN EACH OF THE PROJECTS

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issu
2245073 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	COM-39	1,93 Shar
2246253 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	COM-39	1,93 Shar
2377512 Ontario Inc.	Unlimited Class A Voting Common Shares Unlimited Class B Voting Common Shares Unlimited Class A Special Shares Unlimited Class B Special Shares	2410089 Ontario Inc.	CA-2R CA-4R	75 C Shar 25 C Shar
2410089 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100
2410581 Ontario Limited	Unlimited Number of Special Shares with no par value Unlimited Number of Common Shares with no par value	2416428 Ontario Inc.	C-2R C-4	75 C 25 C
2416428 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100
2421907 Ontario Limited	Unlimited number of Class A Common Shares (Voting) Unlimited number of Class B Common Shares (Non-Voting) Unlimited number of Class C Common Shares (Non-Voting) Unlimited number of Class D Preference Shares (Non-Voting) Unlimited number of Class E Preference Shares (Non-Voting)	Cleave Energy Holdings Ltd.	1ACOM 1DPRF	100 1,00
2422500 Ontario Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100
2428760 Ontario Inc.	Unlimited number of Common Shares	2422500 Ontario Inc.	COM-2R COM-4	75 C 25 C

6.1(b) - 9

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
CEW L3V Solar III Limited Partnership	Class A Units (Non-Voting) and Class B Units (Voting)	Wikwemikong Renewable Energy Limited Partnership	A-2	1,725 Class A Units
		GSC Solar Fund I LP	A-4	8,275 Class A Units
		Marina Del Rey Solar Inc.	B-2	100 Class B Units
Chi Biidaaske Inc.	Unlimited number of Common Shares	Structural Tech Corporation Ltd.	COM-2	51 Common Shares
		GSC Solar Fund I LP	COM-6	49 Common Shares
Cleave Energy Holdings Ltd.	Unlimited number of Class A Shares (Voting) Unlimited number of Class B Shares (Non-Voting)	GSC Solar Fund II LP	A-3	200 Class A Shares
Grasshopper Solar FIT Projects Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-007	85,000 Common Shares
GSC Solar Fund I GP Inc.	Unlimited number of Common Shares	GSC GP Holdco Inc.	C-1	100 Common Shares
GSC Solar Fund I LP	LP Units and one General Partner Unit	GSC Solar Fund I Inc.	1 and 2	1 and 999 LP Units
		GSC Solar Fund I GP Inc.	GP-1	1 General Partner Unit
GSC Solar Fund II GP Inc.	Unlimited number of Common Shares	GSC GP Holdco Inc.	C-1	100 Common Shares
GSC Solar Fund II LP	Unlimited number of Units	GSC Solar Fund I Inc.	1, 2, 3, 4, 5, 6, 7	7 Unit
		GSC Solar Fund II GP Inc.	GP-1	1 General Partner Unit
GSC Solar Leasing GP Inc.	Unlimited number of Common Shares	GSC GP Holdco Inc.	C-2	100 Common Shares
GSC Solar Leasing LP	Percentage Interest: 99.99% to Limited Partners and 0.01% to General Partner	GSC Solar Leasing GP Inc.	LP-3R	0.01%
		GSC Solar Fund I LP	LP-5	99.99%
Howard Avenue Solar Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100 Common Shares
ICM Realty Group Solar 2013 Inc.	Unlimited number of Common Shares	McLevin Avenue Solar Inc.	C-1	85 Common Shares
			C-3	15 Common Shares

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
LDREC SPN LP	Class A Units (Non-Voting) and Class B Units (Voting)	GSC Solar Fund I LP GSC Solar Fund I LP London District Renewable Energy Co-operative Inc. London District Renewable Energy Co-operative Inc. Solar Power Network 003 Inc. Solar Power Network 003 Inc.	A-5 B-5 A-1R B-2R A-3R B-3R	4,998 Class A Units 5,001 Class B Units 5,001 Class A Units 4,998 Class B Units 1 Class A Unit 1 Class B Unit
Marina Del Rey Solar Inc.	Unlimited number of Common Shares	GSC Solar Fund I GP Inc.	C-3	100 Common Shares
McLevin Avenue Solar Inc.	Unlimited number of Common Shares	GSC Solar Fund I LP	C-2	100 Common Shares
Solar Power Network 001 Inc.	Unlimited number of Common Shares	GSC Solar Fund I GP Inc.	C-3	1 Common Share
Solar Power Network 003 Inc.	Unlimited number of Common Shares	GSC Solar Fund I GP Inc.	C-3	1 Common Share
Solar Power Network 009 Inc.	Unlimited number of Common Shares	GSC Solar Fund I GP Inc.	C-2	1 Common Share
SPN LP 1	Class A Units (Non-Voting) and Class B Units (Voting)	GSC Solar Fund I LP GSC Solar Fund I LP Nipissing Solar (SPN) LP Solar Power Network 009 Inc.	3A 5B A2-R A-4	8,499 Class A Units 1,100,559 Class B Units 1,500 Class A Units 1 Class A Unit
SPN LP 3	Class A1 Units, Class A2 Units	GSC Solar Fund I LP	A 2-3	4,998 Class A2 Units

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
	(Non-Voting) and Class B Units (Voting)	GSC Solar Fund I LP HIAH Economic Dev LP HIAH Economic Dev LP Solar Power Network 001 Inc. Solar Power Network 001 Inc.	B-5 A1-1 B-4 A2-2 B-3	5,099 Class B Units 5,001 Class A1 Units 4,900 Class B Units 1 Class A2 Unit 1 Class B Unit
SPN LP 4	Class A Units (Voting) and Class B Units (Non-Voting)	GSC Solar Fund I LP GSC Solar Fund I LP Nipissing Solar (SPN) LP Solar Power Network 009 Inc.	3A 5B A-2R A-4	8,499 Class A Units 1,912,068 Class B Units 1,500 Class A Units 1 Class A Unit
SPN LP 5	Class A Units (Voting) and Class B Units (Non-Voting)	GSC Solar Fund I LP GSC Solar Fund I LP Nipissing Solar (SPN) LP Solar Power Network 009 Inc.	3A 5B A-2R A-4	8,499 Class A Units 99,796 Class B Units 1,500 Class A Units 1 Class A Unit
Biidaaske Inc.	Unlimited number of Common Shares	Structural Tech Corporation Ltd. GSC Solar Fund II LP GSC Solar Fund II LP	COM-2 COM-3 COM-6	51 Common Shares 24 Common Shares 25 Common Shares
Celeste Solar GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II LP	C-2	100 Common Shares
Celeste Solar LP	Class A Units (Voting) and Class B		CA-7	

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
	Units (Non-Voting)	GSC Solar Fund II LP	CB-6	2,600 Class A Units 2,500 Class B Units
		GSC Solar Fund II LP	CA-6 CB-5	2,500 Class A Units 2,400 Class B Units
		Celeste Solar GP Inc	CA-4	20 Class A Units
		Chippewas of the Thames Development Corporation	CA-1 CB-1	5,000 Class A Units 5,100 Class B Units
Gengrowth Energy LP	Unlimited number of Class A Units (Limited Partner) One General Partner Unit	GSC Solar Fund II LP	No. 19	23,900 Class A Units
		GSC Gengrowth GP Inc.	GP-1	General Partner Interest
		GSC Solar Fund II LP	No. 21	25,100 Class A Units
		Structural Tech Corporation Ltd.	No. 16-R	51,000 Class A Units
GSC Gengrowth GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	COM-2	100 Common Shares
GSC Solar Leasing II GP Inc.	Unlimited number of Common Shares	GSC GP Holdco Inc.	C-1	100 Common Shares
GSC Solar Leasing II LP	Percentage Interest: 99% to Limited Partnership and 0.01% to General Partner	GSC Solar Leasing II GP Inc.	GP-1	1 General Partner Unit
		GSC Solar Fund II LP	2	1 Unit
		GSC Solar Fund II LP	4	1 Unit
GSC SPN 4 Projects GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	C-3	100 Common Shares
GSC SPN 4 Projects LP	Unlimited number of Units	GSC SPN 4 Projects GP Inc.	GP-1	1 General Partner Unit
		GSC Solar Fund II LP	3	1 Unit
Solar Power Network 007 Inc.	Unlimited number of Common Shares	GSC SPN 4 Projects GP Inc.	C-4	1 Common Share
SPN LP 14	One General Partner Unit and 4 Units	Solar Power Network 007 Inc.	2	1 General Partner Unit
		GSC SPN 4 Projects LP	4	3 Units

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
		GSC SPN 4 Projects LP	5	1 Unit
SPN LP 15	One General Partner Unit and 4 Units	Solar Power Network 007 Inc.	2	1 General Partner Unit
		GSC SPN 4 Projects LP	4	3 Units
		GSC SPN 4 Projects LP	5	1 Unit
Rising Sun Community Power Corp.	Unlimited number of Common Shares	Ryde Community Co-Operative Inc.	C-1	15 Common Shares
		GSC Solar Fund II LP	C-4	85 Common Shares
GSC Southlake Solar GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	C-3	100 Common Shares
GSC Southlake Solar LP	1 Class A Unit, 1 Class B Unit, and 1 Class C Unit	GSC Southlake Solar GP Inc.	A-1	1 Class A Unit
		Southlake Regional Health Centre	B-1	1 Class B Unit
		GSC Solar Fund II LP	C-3	1 Class C Unit
HSSW Limited Partnership	Unlimited number of Class A Units; unlimited number of Class B and one Class C Unit	Corporation of the Township of Val-Rita Harty	A-2	501 Class A Units
		GSC FIT 4.2 LP	A-11	499 Class A Units
		Corporation of the Township of Val-Rita Harty	B-2	499 Class B Units
		GSC FIT 4.2. LP	B-6	501 Class B Units
		FIT Solar GP 1 Inc.	C-1(R)	1 Class C Unit
FIT Solar GP 1 Inc.	Unlimited number of Class A shares, without nominal or par value; unlimited of Class B shares, without nominal or par value; and unlimited number of common shares, without nominal or par value.	GSC FIT 4.2. GP Inc.	C-4	100 Common Shares
HSSW Property LP	Unlimited number of Units	HSSW Property GP Inc.	1	1 Unit
		GSC FIT 4.2 LP	8	9,999 Units
HSSW Property GP	Unlimited number of Common			2,000 Common Shares

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
Inc.	Shares	GSC FIT 4.2 GP Inc.	C-3	
GSC FIT 4.2 LP	Unlimited number of Units	GSC Solar Fund II LP	2	1 Unit
		GSC FIT 4.2 GP Inc.	GP-1	1 General Partner Unit
GSC FIT 4.2 GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	C-2	100 Common Shares
GreenLife Solar Projects Inc.	Unlimited number of Common Shares	Greenlife Cooperative Inc.	C-1	5,010 Common Shares
		GSC GreenLife Projects LP	C-9	4,490 Common Shares
GSC GreenLife Projects LP	Unlimited number of Units and 1 General Partner Unit	GSC Solar Fund II LP	1	1 Unit
		GSC Greenlife Projects GP Inc.	GP-1	1 General Partner Unit
GSC GreenLife Projects GP Inc.	Unlimited number of Common Shares	GSC Solar Fund II GP Inc.	C-1	100 Common Shares
Solar Power Network 006 Inc.	Unlimited number of Common Shares	GSC SPN 4 Projects GP Inc.	C-2	100 Common Shares
SPN LP 10	Unlimited number of Units (A, B, and C)	Solar Power Network 006 Inc.	1A-R	1 Class A Unit
			1B-R	1 Class B Unit
		Solar Power Network 006 Inc.	4A	4,998 Class A Units
		GSC SPN 4 Projects LP	4B	5,099 Class B Units
		GSC SPN 4 Projects LP	3A-R	5,001 Class A Units
		Sunvie Renewable Energy Co-operative Inc.	3B-R	

Obligor	Authorized Capital	Beneficial Owner	Certificate No.	Issued Capital
		Sunvie Renewable Energy Co-operative Inc.		4,900 Class B Units

**LOCATION OF REAL PROPERTY COLLATERAL AND TANGIBLE PERSONAL
PROPERTY**

Real Property

Obligor	Location of Real Property
2245073 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2246253 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2377512 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2410581 Ontario Limited	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2421907 Ontario Limited	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
2428760 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Celeste Solar LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
CEW L3V Solar III Limited Partnership	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Chi Biidaaske Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Cleave Energy Holdings Ltd.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Gengrowth Energy LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Grasshopper Solar FIT Projects Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
GSC Solar Leasing LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2

Obligor	Location of Real Property
ICM Realty Group Solar 2013 Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2-
LDREC SPN LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
SPN LP 1	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
SPN LP 3	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
SPN LP 4	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
SPN LP 5	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Rising Sun Community Power Corp.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
HSSW Limited Partnership	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
GSC FIT 4.2 LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2
Greenlife Solar Projects Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2

Tangible Personal Property

Obligor	Location of Personal Property	Jurisdiction
2245073 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
2246253 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
2377512 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
2410089 Ontario Inc.	The registered office address noted above.	Ontario
2410581 Ontario Limited	The registered office address noted above with respect to this entity and the location(s) of the	Ontario

Obligor	Location of Personal Property	Jurisdiction
	facility(ies) pertaining to this entity listed on Schedule 2	
2416428 Ontario Inc.	The registered office address noted above.	Ontario
2421907 Ontario Limited	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
2422500 Ontario Inc.	The registered office address noted above.	Ontario
2428760 Ontario Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Biidaaske Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Celeste Solar GP Inc.	The registered office address noted above.	Ontario
Celeste Solar LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
CEW L3V Solar III Limited Partnership	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2.	Ontario
Chi Biidaaske Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Cleave Energy Holdings Ltd.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Gengrowth Energy LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Grasshopper Solar Corporation	The registered office address noted above.	Ontario
Grasshopper Solar FIT Projects Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
GSC Gengrowth GP Inc.	The registered office address noted above.	Ontario
GSC GP Holdco Inc.	The registered office address noted above.	Ontario
GSC Solar Fund I GP Inc.	The registered office address noted above.	Ontario

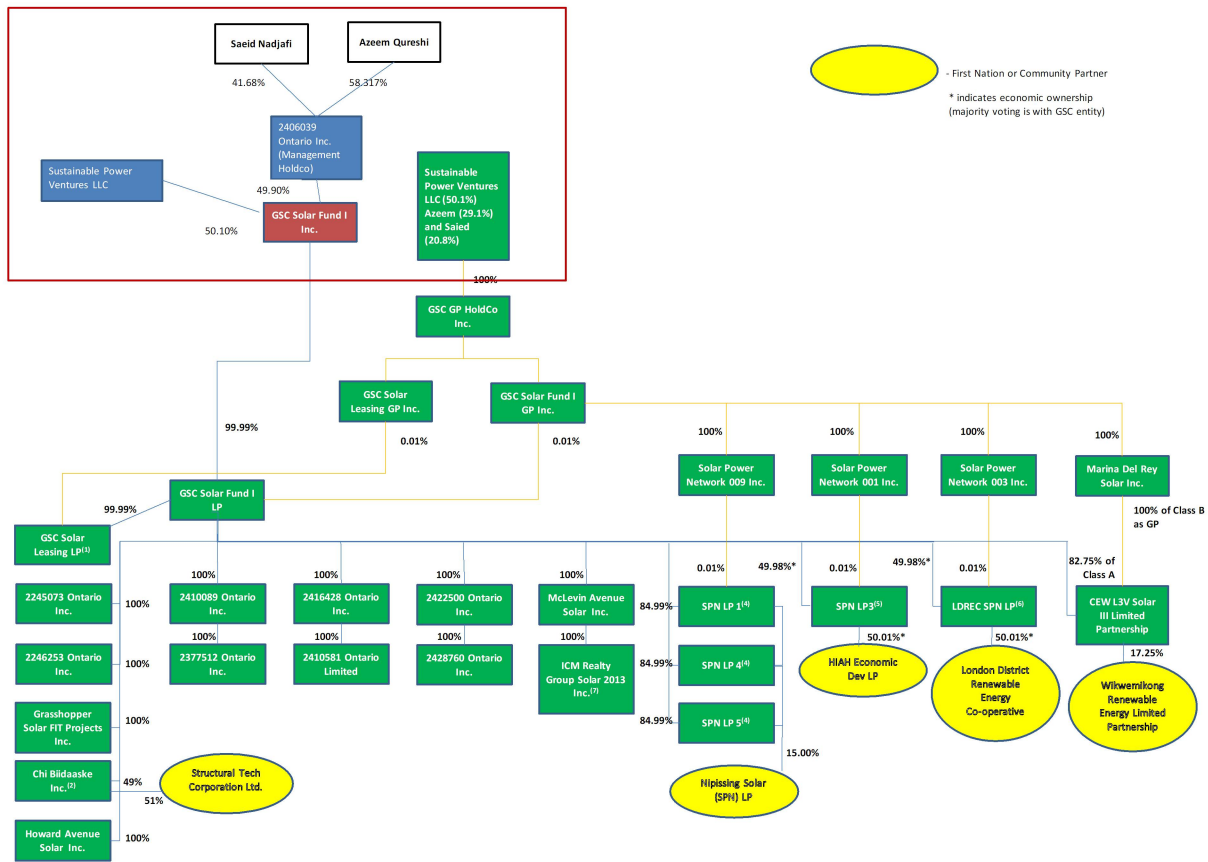
Obligor	Location of Personal Property	Jurisdiction
GSC Solar Fund I Inc.	The registered office address noted above.	Ontario
GSC Solar Fund I LP	The registered office address noted above.	Ontario
GSC Solar Fund II GP Inc.	The registered office address noted above.	Ontario
GSC Solar Fund II LP	The registered office address noted above.	Ontario
GSC Solar Leasing GP Inc.	The registered office address noted above.	Ontario
GSC Solar Leasing LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
GSC Solar Leasing II GP Inc.	The registered office address noted above.	Ontario
GSC Solar Leasing II LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
GSC Southlake Solar LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
GSC Southlake Solar GP Inc.	The registered office address noted above.	Ontario
GSC SPN 4 Projects GP Inc.	The registered office address noted above.	Ontario
GSC SPN 4 Projects LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Howard Avenue Solar Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
ICM Realty Group Solar 2013 Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
LDREC SPN LP	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Marina Del Rey Solar Inc.	The registered office address noted above.	Ontario
McLevin Avenue Solar Inc.	The registered office address noted above.	Ontario
Solar Power Network 001 Inc.	The registered office address noted above.	Ontario
Solar Power Network 003 Inc.	The registered office address noted above.	Ontario
Solar Power Network 006 Inc.	The registered office address noted above.	Ontario
Solar Power Network 007 Inc.	The registered office address noted above.	Ontario

Obligor	Location of Personal Property	Jurisdiction
Solar Power Network 009 Inc.	The registered office address noted above.	Ontario
SPN LP 1	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 3	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 4	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 5	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 10	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 14	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
SPN LP 15	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
Rising Sun Community Power Corp.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
HSSW Limited Partnership	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on Schedule 2	Ontario
FIT Solar GP 1 Inc.	The registered office address noted above.	Ontario
HSSW Property LP	The registered office address noted above.	Ontario
HSSW Property GP Inc.	The registered office address noted above.	Ontario
GSC FIT 4.2 LP	The registered office address noted above.	Ontario
GSC FIT 4.2 GP Inc.	The registered office address noted above.	Ontario
GreenLife Solar Projects Inc.	The registered office address noted above with respect to this entity and the location(s) of the facility(ies) pertaining to this entity listed on	Ontario

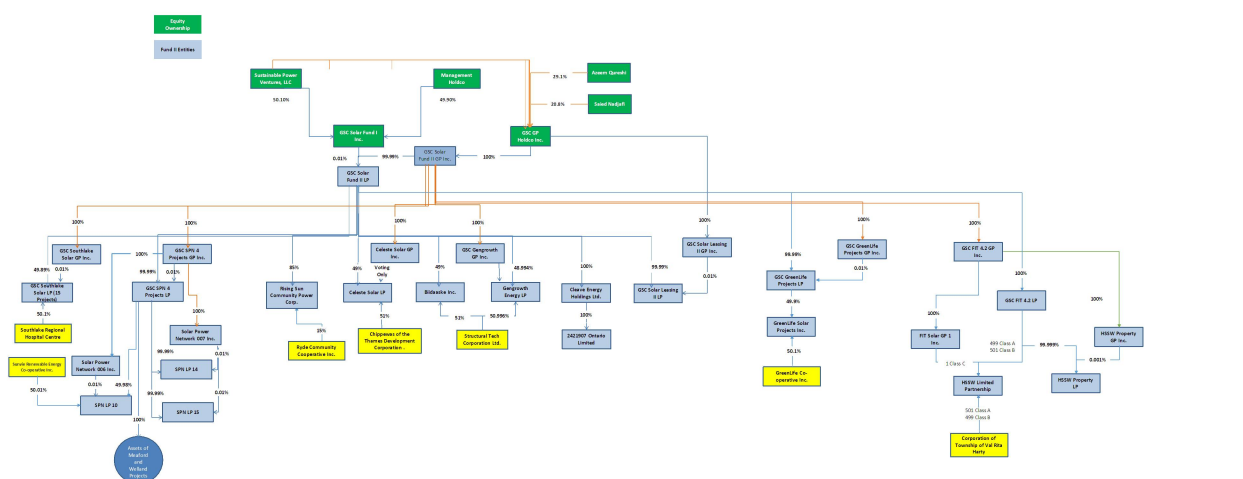
Obligor	Location of Personal Property	Jurisdiction
	Schedule 2	
GSC GreenLife Projects LP	The registered office address noted above.	Ontario
GSC GreenLife Projects GP Inc.	The registered office address noted above.	Ontario

ORGANIZATIONAL CHARTS

GSC SOLAR FUND I LP



GSC SOLAR FUND II LP



SCHEDULE 6.1(I)**PERMITTED DEBT**

1. The loan agreement between SPN LP 1, as Borrower, and Solar Power Network 009 Inc., as General Partner and an Obligor, and NFN Solar GP Inc., as Lender, dated the 26 day of July, 2017 for the sum of \$186,780.00.

Current amount owing: \$161,654 as of December 31, 2022

2. The loan agreement between SPN LP 4, as Borrower, and Solar Power Network 009 Inc., as General Partner and an Obligor, and NFN Solar GP Inc., as Lender, dated the 26 day of July, 2017 for the sum of \$308,311.85.

Current amount owing: \$265,414 as of December 31, 2022

3. The loan agreement between SPN LP 5, as Borrower, and Solar Power Network 009 Inc., as General Partner and an Obligor, and NFN Solar GP Inc., as Lender, dated the 26 day of July, 2017 for the sum of \$16,299.91.

Current amount owing: \$14,820 as of December 31, 2022

SCHEDULE 6.1(K)(I)

MATERIAL PROJECT AGREEMENTS

MANAGEMENT SERVICES AGREEMENT

Amended and Restated Management Services Agreement (C&I Projects) dated as of the Closing Date.

Amended and Restated Management Services Agreement (MicroFIT Projects) dated as of the Closing Date.

Management Services Agreement (Cleave Projects) dated as of the First Restatement Date

Management and Services Agreement between HSSW Limited Partnership and HSSW Property LP, dated January 17, 2017.

MICROFIT CONTRACTS

See attached excel spreadsheet.

FIT CONTRACTS

	MUNICIPAL ADDRESS	FIT CONTRACT
1.	77 Netherby Road, Welland	FIT Contract #: F-001518-SPV-130-505 Name: 2245073 Ontario Inc. Version Number: 1.3.0 Date: 30-Sep-10
2.	129 Netherby Road, Welland	FIT Contract #: F-001519-SPV-130-505 Name: 2245073 Ontario Inc. Version Number: 1.3.0 Date: 30-Sep-10
3.	1053 Wellington Street South, Dresden	FIT Contract #: F-001338-SPV-130-505 Name: 2246253 Ontario Inc. Version Number: 1.3.0 Date: 12-Aug-10
4.	(Units 1-94) 95 Hempstead Drive, Hamilton	FIT Contract #: F-001808-SPV-130-502 Name: 2410581 Ontario Limited

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 1.5 Date: 14-Jun-11
5.	73 Mill Street, Hensall	FIT Contract #: F-001977-SPV-130-502 Name: 2428760 Ontario Inc. Version Number: 1.5 Date: 23-Jun-11
6.	20 Woodlawn Road East, Guelph	FIT Contract #: F-002234-SPV-130-502 Name: 2377512 Ontario Inc. Version Number: 1.5 Date: 7-Jul-11
7.	140 and 150 McLevin Avenue, Scarborough	FIT Contract #: F-003908-SPV-211-508 Name: ICM Realty Group Solar 2013 Inc. Version Number: 2.1 Date: 24-Sep-13
8.	120 McLevin Avenue, Scarborough	FIT Contract #: F-003904-SPV-211-508 Name: ICM Realty Group Solar 2013 Inc. Version Number: 2.1 Date: 24-Sep-13
9.	115 Saltsman Drive, Cambridge	FIT Contract #: F-003133-SPV-211-508 Name: Chi Biidaaske Inc. Version Number: 2.1 Date: 30-Jul-13
10.	195 Savannah Oaks Drive, Brantford	FIT Contract #: F-004580-SPV-301-518 Name: Chi Biidaaske Inc. Version Number: 3.0.1 Date: 28-Aug-14

	MUNICIPAL ADDRESS	FIT CONTRACT
11.	1 Maybrook Drive, Scarborough	FIT Contract #: F-004590-SPV-301-518 Name: Chi Biidaaske Inc. Version Number: 3.0.1 Date: 28-Aug-14
12.	6319 Highway 26, R.R. 2, Stayner	FIT Contract #: F-004593-SPV-301-518 Name: Chi Biidaaske Inc. Version Number: 3.0.1 Date: 28-Aug-14
13.	1479 Snow Valley Road, Barrie	FIT Contract #: F-004584-SPV-301-518 Name: Chi Biidaaske Inc. Version Number: 3.0.1 Date: 28-Aug-14
14.	100 Ironside Drive, Brampton	FIT Contract #: F-004559-SPV-301-518 Name: Grasshopper Solar FIT Projects Inc. Version Number: 3.0.1 Date: 27-Aug-14
15.	7826 Howard Avenue, McGregor	FIT Contract #: F-002374-SPV-130-502 Name: Howard Avenue Solar Inc. Version Number: 1.3 Date: 21-Jul-11
16.	4130 Bayview Avenue, Orillia	FIT Contract #: F-006274-SPV-310-528 Name: CEW L3V Solar III Limited Partnership Version Number: 3.1 Date: 23-Apr-15
17.	1295 North Service Road, Burlington	FIT Contract #: F-004606-SPV-301-518 Name: SPN LP 3

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.0.1 Date: 28-Aug-14
18.	666 Burnhamthorpe Road, Etobicoke	FIT Contract #: F-004609-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14
19.	25 Museum Dr., Orillia	FIT Contract #: F-004676-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
20.	329 Parkside Dr., Waterdown	FIT Contract #: F-004628-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14
21.	71 City View Drive, Toronto	FIT Contract #: F-004611-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14
22.	1390 Advance Road, Oakville	FIT Contract #: F-004614-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14
23.	1389 Advance Rd., Oakville	FIT Contract #: F-004627-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 28-Aug-14

	MUNICIPAL ADDRESS	FIT CONTRACT
24.	600 Gillard St., Wallaceburg	FIT Contract #: F-004664-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
25.	196 Erie Street North, Wheatley	FIT Contract #: F-004665-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
26.	1212 North Street, Dresden	FIT Contract #: F-004666-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
27.	49 Bond Ave, Chatham	FIT Contract #: F-004674-SPV-301-518 Name: SPN LP 3 Version Number: 3.0.1 Date: 29-Aug-14
28.	11 Dansk Crt, Etobicoke	FIT Contract #: F-006017-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
29.	30 Curtis Ave. North, Paris	FIT Contract #: F-006030-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
30.	2333 Wycroft Road (Units 1-12), Oakville	FIT Contract #: F-006032-SPV-310-528 Name: SPN LP 3

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.1 Date: 10-Apr-15
31.	405 Eastport Blvd, Hamilton	FIT Contract #: F-006027-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
32.	275 Victoria St., St. Marys	FIT Contract #: F-006021-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
33.	1755 Sylvestre Drive, Tecumseh	FIT Contract #: F-006328-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
34.	1724 County Rd 20, Leamington	FIT Contract #: F-006303-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
35.	54 Parkway Ave., Markham	FIT Contract #: F-004787-SPV-301-518 Name: SPN LP 5 Version Number: 3.0.1 Date: 3-Sep-14
36.	2100 Main St, Val Caron	FIT Contract #: F-004797-SPV-301-518 Name: SPN LP 4 Version Number: 3.0.1 Date: 3-Sep-14

	MUNICIPAL ADDRESS	FIT CONTRACT
37.	370 Erie St. East, Windsor	FIT Contract #: F-006319-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
38.	2627 Temple Dr., Windsor	FIT Contract #: F-006321-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
39.	25 Oriole Pkwy., Elmira	FIT Contract #: F-006302-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 28-Apr-15
40.	490 Elgin St., Brantford	FIT Contract #: F-006308-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 28-Apr-15
41.	192 Mary Street, Brantford	FIT Contract #: F-006316-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 28-Apr-15
42.	46 Zatonski Ave., Brantford	FIT Contract #: F-006317-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 28-Apr-15
43.	330 Sovereign Rd., London ON, N6M 1A8	FIT Contract #: F-006049-SPV-310-528 Name: LDREC SPN LP

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.1 Date: 10-Apr-15
44.	363 Sovereign Rd., London ON, N6M 1A3	FIT Contract #: F-006050-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
45.	570 Industrial Rd London ON, N5V 1V1	FIT Contract #: F-006051-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
46.	85 Midpark Rd London ON, N6N 1B2	FIT Contract #: F-006052-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
47.	2449 Dundas St. E, London ON, N5V 3C8	FIT Contract #: F-006055-SPV-310-52 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
48.	2200 Wharncliffe Road S., London ON, N6P 1L1	FIT Contract #: F-006057-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
49.	1717 Oxford St. E., London ON, N5V 2Z5	FIT Contract #: F-006056-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15

	MUNICIPAL ADDRESS	FIT CONTRACT
50.	760 Wharncliffe Rd S London N6J 2N4	FIT Contract #: F-006054-SPV-310-528 Name: LDREC SPN LP Version Number: 3.1 Date: 10-Apr-15
51.	565 Richmond St., Chatham	FIT Contract #: F-006007-SPV-310-528 Name: SPN LP 3 Version Number: 3.1 Date: 10-Apr-15
52.	80 Second Ave West, Simcoe	FIT Contract #: F-006291-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 23-Apr-15
53.	107 & 109 Greenock Street East, Port Dover	FIT Contract #: F-006299-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 23-Apr-15
54.	2720 St. Etienne Blvd., Windsor	FIT Contract #: F-006322-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
55.	55 Talbot Street West, Leamington	FIT Contract #: F-006284-SPV-310-528 Name: SPN LP 1 Version Number: 3.1 Date: 23-Apr-15
56.	24 Oak Street East, Leamington	FIT Contract #: F-006289-SPV-310-528 Name: SPN LP 1

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.1 Date: 23-Apr-15
57.	129 Erie Street South, Leamington	FIT Contract #: F-006330-SPV-310-527 Name: SPN LP 1 Version Number: 3.1 Date: 28-Apr-15
58.	24 Norfolk Street Simcoe	FIT Contract #: F-006290-SPV-310-528 Name: SPN LP 4 Version Number: 3.1 Date: 23-Apr-15
59.	247 Kingsley Road, Picton	FIT Contract #: F-000915-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date July 2, 2010
60.	15860 Loyalist Parkway, Bloomfield	FIT Contract #: F-000916-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 2, 2010
61.	553 County Road 22, Picton	FIT Contract #: F-000922-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 2, 2010
62.	473 South Big Island Road, Demorestville	FIT Contract #: F-000985-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 8, 2010

	MUNICIPAL ADDRESS	FIT CONTRACT
63.	162 Fish Lake Rd, Demorestville	FIT Contract #: F-000984-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 8, 2010
64.	1944 County Road 5, Picton	FIT Contract #: F-001083-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3.0 Date: July 15, 2010
65.	1036 Gilead Rd, Bloomfield	FIT Contract #: F-001582-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3 Date: May 31, 2011
66.	3154 County Road 1, Bloomfield	FIT Contract #: F-001594-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3 Date: May 31, 2011
67.	13644 Loyalist Parkway, Picton	FIT Contract #: F-001602-SPV-130-502 Name: Cleave Energy Holdings Ltd. Version Number: 1.3 Date: May 31, 2011
68.	48 Nery Avenue, Picton	FIT Contract #: F-002055-SPV-130-502 Name: Cleave Energy Holdings Ltd. (assigned to 2421907 Ontario Limited, September 29, 2014) Version Number: 1.5 Date: June 30, 2011
69.	62190 Side Road 3, RR # 3, Owen Sound, Ontario	FIT Contract #: F-004673-SPV-301-712

	MUNICIPAL ADDRESS	FIT CONTRACT
		Name: Biidaaske Inc. Version Number: 3.0.1 Date: August 29, 2014
70.	81605 Side Road 6, RR # 4, Tara, Ontario	FIT Contract #: F-006034-SPV-310-722 Name: Biidaaske Inc. Version Number: 3.1 Date: April 10, 2015
71.	IP Compost Site, Legal Description: Park Lot 10 Range 9 EGR PI Owen Sound; Pt Park Lot 9 Range 9 EGR PI Owen Sound; Pt Park Lot 9 Range 8 EGR Owen Sound Pt 1 & 2, 16R7694, Pt 3 16R1193 & Pt 8 16R337 Except Pt 1, 16R1193; except Part 1 16R10752, City of Owen Sound 37061-0253	FIT Contract #: F-004672-SPV-301-712 Name: Biidaaske Inc. Version Number: 3.0.1 Date: August 29, 2014
72.	2125 18 th Avenue East, Owen Sound, Ontario	FIT Contract #: F-004671-SPV-301-712 Name: Biidaaske Inc. Version Number: 3.0.1 Date: August 29, 2014
73.	IP Rail Trail, Legal Description Pt Park Lot 8 Range 10 EGR PI Owen Sound Pt 6 16R4708; Owen Sound 37060-0137	FIT Contract #: F-004670-SPV-301-712 Name: Biidaaske Inc. Version Number: 3.0.1 Date: August 29, 2014
74.	N 1/2 LOT 18, CONCESSION 4, NORTH PLANTAGENET ALFRED / PLANTAGENET Ontario	FIT Contract #: F-004710-SPV-301 -712 Name: Celeste Solar LP Version Number: 3.0.1 Date: September 2, 2014
75.	238 Neil MacGregor Rd, Grafton,	

	MUNICIPAL ADDRESS	FIT CONTRACT
	Ontario	FIT Contract #: F-003824-SPV-211-702 Name: Gengrowth Energy LP Version Number: 2.1 Date: September 17, 2013
76.	332 King's Wharf Rd., Kawartha Lakes, Ontario	FIT Contract #: F-006075-SPV-310-722 Name: Gengrowth Energy LP Version Number: 3.1 Date: April 10, 2015
77.	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario	FIT Contract #: F-003830-SPV-211-702 Name: Gengrowth Energy LP Version Number: 2.1 Date: September 17, 2013
78.	1209 Crowley Line, RR6, Peterborough, Ontario	FIT Contract #: F-004572-SPV-301-712 Name: Gengrowth Energy LP Version Number: 3.0.1 Date: August 27, 2014
79.	2721 Highway 134, Douro, Ontario	FIT Contract #: F-004571-SPV-301-712 Name: Gengrowth Energy LP Version Number: 3.0.1 Date: August 27, 2014
80.	3161 Old Norwood Rd., Peterborough, Ontario	FIT Contract #: F-004567-SPV-301-712 Name: Gengrowth Energy LP Version Number: 3.0.1 Date: August 27, 2014
81.	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario	FIT Contract #: F-003841-SPV-211-702 Name: Gengrowth Energy LP

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 2.1 Date: September 17, 2013
82.	33935 Thorah Sideroad, Beaverton, Ontario	FIT Contract #: F-003834-SPV-211-702 Name: Gengrowth Energy LP Version Number: 2.1 Date: September 17, 2013
83.	206497 Highway 26 Meaford Ontario N4L 1W7	FIT Contract #: F-006863-SPV-402-538 Name: Icarus FIT 4 Inc. Version Number: 4.0.2 Date: August 25, 2016
84.	180-200 Fitch Street, Welland Ontario L3C 2S2	FIT Contract #: F-006833-SPV-402-538 Name: Icarus FIT 4 Inc. Version Number: 4.0.2 Date: August 23, 2016
85.	93 Healey Rd. Bolton, ON L7E 5A9	FIT Contract #: F-007306-SPV-402-538 Name: SPN LP 14 Version Number: 4.0.2 Date: September 22, 2016
86.	649 South Service Rd., Grimsby, ON L3M 4E8	FIT Contract #: F-007274-SPV-402-538 Name: SPN LP 14 Version Number: 4.0.2 Date: September 22, 2016
87.	20682 Hurontario Street, Caledon, ON L7K 1X1	FIT Contract #: F-007155-SPV-402-538 Name: SPN LP 14 Version Number: 4.0.2 Date: September 15, 2016

	MUNICIPAL ADDRESS	FIT CONTRACT
88.	354 Tiffin Street, Barrie, ON L4N 9W7	FIT Contract #: F-007357-SPV-402-538 Name: SPN LP 14 Version Number: 4.0.2 Date: September 27, 2016
89.	265 Industrial Rd., Cambridge, ON N3H 4R9	FIT Contract #: F-007151-SPV-538 Name: SPN LP 15 Version Number: 4.0.2 Date: September 13, 2016
90.	305 Industrial Rd., Cambridge, ON N3H 4R7	FIT Contract #: F-007143-SPV-402-538 Name: SPN LP 15 Version Number: 4.0.2 Date: September 13, 2016
91.	38 Stephenson Road 8 West, Huntsville, Ontario, P0B 1M0	FIT Contract #: F-006256-SPV-310-722 Name: Rising Sun Community Power Corp. Version Number: 3.1 Date: April 23, 2015
92.	237 Proudfoot Road, Huntsville, Ontario, POB 1MO	FIT Contract #: F-006276-SPV-310-722 Name: Rising Sun Community Power Corp. Version Number: 3.1 Date: April 23, 2015
93.	55 Plant Farm Blvd., Brantford, ON N3S 7W2	FIT Contract #: F-007239-SPV-402-538 Name: SPN LP 10 Version Number: 4.0.2 Date: September 20, 2016
94.	75 Plant Farm Blvd., Brantford, ON N3S 7W2	FIT Contract #: F-007289-SPV-402-538 Name: SPN LP 10

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 4.0.2 Date: September 22, 2016
95.	111 Sherwood Drive, Brantford, ON N3T 6J9	FIT Contract #: F-007279-SPV-402-538 Name: SPN LP 10 Version Number: 4.0.2 Date: September 22, 2016
96.	635 Tecumseh Rd. West, Windsor, ON N8X 1H4	FIT Contract #: F-007339-SPV402-538 Name: SPN LP 10 Version Number: 4.0.2 Date: September 27, 2016
97.	600 Wall St., Wallaceburg ON, N8A 3H9	FIT Contract #: F-007298-SPV-402-538 Name: SPN LP 10 Version Number: 4.0.2 Date: September 22, 2016
98.	84 Quesnel Road, West Nipissing, ON P2B 2V6	FIT Contract #: F-004742-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
99.	84 Quesnel Road, Sturgeon Falls, ON P2B 2V6	FIT Contract #: F-004743-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
100.	420 Quesnel Road, West Nipissing, ON P2B 2V9	FIT Contract #: F-004752-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP)

	MUNICIPAL ADDRESS	FIT CONTRACT
		Version Number: 3.0.1 Date: September 3, 2014
101.	382 Quesnel Road, West Nipissing ON P2B 2V8	FIT Contract #: F-004750-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
102.	580 Quesnel Road, West Nipissing ON P2B 2V9	FIT Contract #: F-004754-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 3, 2014
103.	1759 Highway 43, RR 4 Merrickville ON K0G 1N0	FIT Contract #: F-004723-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
104.	203 Acton Drive, RR 1, Montague/ Smith Falls ON K7 5B8	FIT Contract #: F-004726-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
105.	2694 Highway 7, Otonabee/ Indian River, ON K0L 2B0	FIT Contract #: F-004729-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
106.	5994 Wellington Rd 24, Hillsburgh ON N0B 1Z0	FIT Contract #: F-004737-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned

	MUNICIPAL ADDRESS	FIT CONTRACT
		to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
107.	3189 Vern Drive, Greater Sudbury, ON P0M 1E0	FIT Contract #: F-004739-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
108.	3134 Main Street, Greater Sudbury, ON P0M 1E0	FIT Contract #: F-006105-SPV-310-722 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.1 Date: April 14, 2014
109.	2884 Main Street, Greater Sudbury, ON P0M 1E0	FIT Contract #: F-004747-SPV-301-712 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.0.1 Date: September 2, 2014
110.	3 Fire Route 53, Havelock, ON K0L 1Z0	FIT Contract #: F-006232-SPV-310-722 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.1 Date: April 21, 2015
111.	313 Pipeline Road, Cramahe, ON K0K 1M0	FIT Contract #: F-006106-SPV-310-722 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.1 Date: April 14, 2015
112.	8010 Stonehouse Road,	

	MUNICIPAL ADDRESS	FIT CONTRACT
	Campbellcroft, ON L0A 1B0	FIT Contract #: F-006236-SPV-310-722 Name: Sunedison Canada Origination Health LP (as assigned to GSC Southlake Solar LP) Version Number: 3.1 Date: April 21, 2015
113.	2674 Country Road 42, Stayner, ON L0M 1S0	FIT Contract #: F-007299-SPV-402-537 Name: HSSW Limited Partnership (formerly Conergy 1 LP) Version Number: 4.0.2 Date: September 22, 2016
114.	2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0	FIT Contract #: F-007311-SPV-402-537 Name: HSSW Limited Partnership (formerly Conergy 1 LP) Version Number: 4.0.2 Date: September 27, 2016
115.	19 Somerville 3 rd Concession, Fenelon Falls, ON K0M 1N0	FIT Contract #: F-007354-SPV-402-732 Name: HSSW Limited Partnership (formerly Conergy 1 LP) Version Number: 4.0.2 Date: September 27, 2016
116.	136 Dartmoor Rd., Sebright, ON L0K 1W0	FIT Contract #: F-007219-SPV-402-732 Name: HSSW Limited Partnership (Conergy 1 LP) Version Number: 4.0.2 Date: September 20, 2016
117.	2882 Shelter Valley Rd, Alnwick/Haldimand ON K0K2G0	FIT Contract #: F-004684-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
118.	1474 County Road 507, Buckhorn, Trent Lakes, ON K0L 1J0	FIT Contract #: F-006040-SPV-310-722

	MUNICIPAL ADDRESS	FIT CONTRACT
		Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
119.	14603 Highway 62 Madoc, ON K0K 2K0	FIT Contract #: F-004668-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
120.	1234 Asphodel-Norwood, ON K0L 1Y0	FIT Contract #: F-006036-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.0 Date: April 10, 2015
121.	58 Moore Rd, Alnwick/Haldimand, ON K0K 1M0	FIT Contract #: F-006087-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
122.	2161 Blezard Line, Otonabee-South Monaghan, ON K0L 2B0	FIT Contract #: F-004682-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
123.	437 County Road 36, Harvey, Municipality of Trent Lakes, K0M 1A0	FIT Contract #: F-004686-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
124.	171 Isaac Rd Alnwick/Haldiman, ON K0K 2H0	FIT Contract #: F-004685-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1

	MUNICIPAL ADDRESS	FIT CONTRACT
		Date: August 29, 2014
125.	3155 Lakeshore Rd, Port Hope, ON L1A 3V7	FIT Contract #: F-006081-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
126.	County Road 36, Harvey, Municipality of Trent Lakes, ON K0M 1A0	FIT Contract #: F-006039-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
127.	25 Anderson Rd, Havelock-Belmont-Methuen Ontario, K0L 1Z0	FIT Contract #: F-006078-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
128.	2262 County Rd 44, Havelock-Belmont-Methuen, ON K0L 2H0	FIT Contract #: F-006084-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
129.	1312 Crowley Line, Otonabee-South Monaghan, ON K9J 6X7	FIT Contract #: F-004683-SPV-301-712 Name: GreenLife Solar Projects Inc. Version Number: 3.0.1 Date: August 29, 2014
130.	6330 Ganaraska Rd, Port Hope, ON L0A 1B0	FIT Contract #: F-006082-SPV-310-722 Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015
131.	4822 Jasper Martin Road, Baltimore,	FIT Contract #: F-006083-SPV-310-722

	MUNICIPAL ADDRESS	FIT CONTRACT
	ON K0K 1C0	Name: GreenLife Solar Projects Inc. Version Number: 3.1 Date: April 10, 2015

C&I LEASES

	MUNICIPAL ADDRESS	LEASE AGREEMENT
1.	77 Netherby Road, Welland	Date: Amended and Restated Lease 23 December, 2013 Lease Amending Agreement 9 May, 2017 Current Landlord: Group IV Solar Corp. Tenant: 2245073 Ontario Inc.
2.	129 Netherby Road, Welland	Date: Amended and Restated Lease 23 December, 2013 Lease Amending Agreement 9 May, 2017 Current Landlord: Group IV Solar Corp. Tenant: 2245073 Ontario Inc.
3.	1053 Wellington Street South, Dresden	Date: Amended and Restated Lease, 23 December, 2013 First Lease Amending Agreement, 4 November, 2014 Second Lease Amending Agreement, 9 May, 2017 Current Landlord: Group IV Solar Corp. Tenant: 2246253 Ontario Inc.
4.	(Units 1-94) 95 Hempstead Drive, Hamilton	Date: Roof-Top Solar Lease, 28 March 2014, 28 March 2014 Current Landlord: Wentworth Standard Condominium Corporation No. 411 Tenant: 2410581 Ontario Limited
5.	73 Mill Street, Hensall	Date: Roof Lease, 22 April 2014 Lease Amending and Assignment Agreement, 21 August 2014

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Current Landlord: Citair Inc. Tenant: 2428760 Ontario Inc.
6.	20 Woodlawn Road East, Guelph	Date: 21 May, 2014 Current Landlord: 2225981 Ontario Limited Tenant: 2377512 Ontario Inc.
7.	140 and 150 McLevin Avenue, Scarborough	Date: Amended and Restated Lease, 30 April, 2015 Current Landlord: Ontari Holdings Ltd. Tenant: ICM Realty Group Solar 2013 Inc.
8.	120 McLevin Avenue, Scarborough	Date: Amended and Restated Lease, 30 April, 2015 Current Landlord: Ontari Holdings Ltd. Tenant: ICM Realty Group Solar 2013 Inc.
9.	115 Saltsman Drive, Cambridge	Date: Roof Lease, 13 August, 2014 Current Landlord: Saltsman Properties Inc. Tenant: Chi Biidaaske Inc.
10.	195 Savannah Oaks Drive, Brantford	Date: Roof Lease, 4 November, 2013 Current Landlord: FGP Oak Park Limited Tenant: Chi Biidaaske Inc.
11.	1 Maybrook Drive, Scarborough	Date: Roof Lease, 24 October, 2013 Current Landlord: The War Amputations of Canada Tenant: Chi Biidaaske Inc.
12.	6319 Highway 26, R.R. 2, Stayner	Date: Roof Lease, 24 October, 2013 Amending Lease Agreement, 15 July, 2015 Current Landlord: Kenneth Allen Bilous and Christine Bilous Tenant: Chi Biidaaske Inc.
13.	1479 Snow Valley Road, Barrie	Date: Roof Lease, 24 October, 2013

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Current Landlord: L&T DiMillo Investments Inc. Tenant: Chi Biidaaske Inc.
14.	100 Ironside Drive, Brampton	Date: Roof-Top Solar Lease, 12 November, 2014 Current Landlord: Ontari Holdings Ltd. Tenant: Grasshopper Solar FIT Projects Inc.
15.	7826 Howard Avenue, McGregor	Date: Roof-Top Solar Lease, 26 September, 2016 As assumed via an Instrument of Transfer to 2609413 Ontario Inc., as landlord, August 9, 2019. Landlord's Acknowledgment and Assumption between 1443059 Ontario Inc., John Robert McKinley and Shelagh Zeta McKinley, as landlord, and Howard Avenue Solar Inc, as tenant, April 8, 2021. Current Landlord: 1443059 Ontario Inc., John Robert McKinley and Shelagh Zeta McKinley (formerly 2609413 Ontario and Robbie Allen Brant and Amanda Elizabeth Ellis) Tenant: Howard Avenue Solar Inc.
16.	4130 Bayview Avenue, Orillia	Date: Rooftop Lease Agreement, 12 February, 2016 Current Landlord: McPhee Bay Holdings Limited (as to PIN 74020-0205) and Gregory Philip Smith and Laura Sharon Wagar (as to PIN 74020-0204) Tenant: CEW L3V Solar III Limited Partnership
17.	1295 North Service Road, Burlington	Date: Lease 4 April, 2011 Amendment to Lease accepted October 30, 2013 As assigned via Lease Assignment Agreement, between Solar Power Network Inc. as assignor and SPN LP 3 as assignee, 3 November, 2013. Current Landlord: 2607380 Ontario Inc. (previous landlord: Crossroads Christian Communications Incorporated)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: SPN LP 3
18.	666 Burnhamthorpe Road, Etobicoke	Date: Lease 6 September, 2011 Amendment to Lease accepted 11 October, 2013 As assigned via Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee, 3 November, 2013. Current Landlord: Zoran Realty Partners No. 3 Limited Tenant: SPN LP 3
19.	25 Museum Dr., Orillia	Date: Lease 8 June, 2012 Lease Amendment, 13 July 2012 Amendment to Lease accepted 30 October, 2013 As assigned via Lease Assignment Agreement between Solar Power Network Inc., as assignor, and SPN LP 6, as assignee, 3 November 2013. As assigned via Asset Transfer Agreement between SPN LP 6 as assignor and SPN LP 3 as assignee, February 5, 2016. Lease Amendment, 17 August, 2017 Current Landlord: Leacock Retirement Lodge Ltd. Tenant: SPN LP 3
20.	329 Parkside Dr., Waterdown	Date: Lease accepted 8 June, 2012 Lease Amendment July 13, 2012 Amendment to Lease accepted 31 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. and SPN LP 6 dated 3 November 2013. As assigned pursuant to Asset Transfer Agreement between SPN LP 6 as vendor and SPN LP 3 as purchaser, dated 5 February, 2016. Lease Amendment, 17 August, 2017 Current Landlord: Waterdown Long Term Care Centre Inc.

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		Tenant: SPN LP 3
21.	71 City View Drive, Toronto	Date: Lease 30 April, 2012 Lease Amendment 31 October, 2013 As assigned pursuant to Lease assignment agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee, dated 3 November, 2013. Current Landlord: 2507404 Ontario Inc. Tenant: SPN LP 3
22.	1390 Advance Road, Oakville	Date: Lease 30 April, 2012 Amendment to Lease 11 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 3 November 2013. Current Landlord: Ross Hooperand Cayuse Services Limited Tenant: SPN LP 3
23.	1389 Advance Rd., Oakville	Date: Lease 30 April 2012 Amendment to Lease 17 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 3 November 2013. Current Landlord: 563848 Ontario Ltd. Tenant: SPN LP 3
24.	600 Gillard St., Wallaceburg	Date: Lease 20 December 2012 Amendment to Lease – 4 November, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 5 November 2013. Current Landlord: The Corporation of the Municipality of Chatham-Kent

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: SPN LP 3
25.	196 Erie Street North, Wheatley	Date: Lease 20 December, 2012 Amendment to Lease November 4, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 5 November, 2013. Current Landlord: The Corporation of the Municipality of Chatham-Kent Tenant: SPN LP 3
26.	1212 North Street, Dresden	Date: Lease 20 December, 2012 Amendment to Lease, 4 November, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 5 November, 2013. Current Landlord: The Corporation of the Municipality of Chatham-Kent Tenant: SPN LP 3
27.	49 Bond Ave, Chatham	Date: Lease 20 December, 2012 Amendment to Lease 4 November, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 5 November, 2013. Current Landlord: The Corporation of the Municipality of Chatham-Kent Tenant: SPN LP 3
28.	11 Dansk Crt, Etobicoke	Date: Lease 19 June, 2012 Amendment to Lease 21 October 2013. As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 3 November, 2013. Current Landlord: Vicid Management Inc. Tenant: SPN LP 3

	MUNICIPAL ADDRESS	LEASE AGREEMENT
29.	30 Curtis Ave. North, Paris	Date: Lease 28 June 2012 Amendment to Lease 7 November 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 11 November, 2013 Current Landlord: Kenanson Sales Limited Tenant: SPN LP 3
30.	2333 Wycroft Road (Units 1-12), Oakville	Date: Lease accepted 16 July, 2012 Amendment to Lease 3 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee dated 3 November, 2013 Current Landlord: Halton Condominium Corporation No. 193 Tenant: SPN LP 3
31.	405 Eastport Blvd, Hamilton	Date: Lease 15 August, 2012 Amendment to Lease accepted 11 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc., as assignor, and SPN LP 6, as assignee, 3 November 2013. Amendment to Lease 4 March, 2015 As assigned pursuant to Asset Transfer Agreement between SPN LP 6 as vendor and SPN LP 3 as purchaser, dated February 5, 2016. Current Landlord: Hamilton-Oshawa Port Authority (Landlord) 563848 Ontario Limited and Hooper Welding Enterprises Limited (Sublandlord) Tenant: SPN LP 3
32.	275 Victoria St., St. Marys	Date: Lease 27 September, 2012 Amendment to Lease accepted 2 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc., as assignor, and SPN LP 6, as assignee, 3 November, 2013.

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		As assigned pursuant to Asset Transfer Agreement between SPN LP 6 as vendor and SPN LP 3 as purchaser, dated 5 February, 2016. Current Landlord: 1431532 Ontario Inc. as to PIN 53245-0288 and The Corporation of the Town of St. Marys as to PINs 53245-0286 and 53245-0287 Tenant: SPN LP 3
33.	1755 Sylvestre Drive, Tecumseh	Date: Lease accepted 7 March 2011 Amendment to Lease accepted October 25, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 1 as assignee, 3 November, 2013. Landlord's Acknowledgment and Assumption between 2679093 Ontario Limited, as landlord, and SPN LP 1, as tenant, May 1, 2020. Current Landlord: 2679093 Ontario Limited Tenant: SPN LP 1
34.	1724 County Rd 20, Leamington	Date: Lease accepted 5 March, 2012 Amendment to Lease, [acceptance undated], 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 1 as assignee, 3 November, 2013. Current Landlord: Leamington Airport Limited Tenant: SPN LP 1
35.	54 Parkway Ave., Markham	Date: Lease accepted 4 April, 2012 Amendment to Lease accepted 3 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 5 as assignee, 1 November, 2013. Current Landlord: Markhaven, Inc. Tenant: SPN LP 5
36.	2100 Main St, Val Caron	Date: Lease accepted 8 June, 2012

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Lease Amendment 13 July 2012 Amendment to Lease accepted 31 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 4 as assignee, 3 November 2013. Lease Amendment 17 August 2017 Current Landlord: Valley East Long Term Care Centre Inc. Tenant: SPN LP 4
37.	370 Erie St. East, Windsor	Date: Lease 22 June, 2012 Amendment to Lease accepted 2 November 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc., as assignor and SPN LP 1, as assignee, 3 November, 2013 Current Landlord: Lessor Limited Tenant: SPN LP 1
38.	2627 Temple Dr., Windsor	Date: Lease 2 August, 2012 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc., as assignor and SPN LP 1, as assignee, 3 November, 2013 Amendment to Lease accepted 19 December, 2016 Current Landlord: DALP Holdings Ltd. Tenant: SPN LP 1
39.	25 Oriole Pkwy., Elmira	Date: Lease 27 September, 2012 Amendment to Lease [acceptance undated], 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 4 as assignee, 3 November 2013. Current Landlord: Resurface Corp. Tenant: SPN LP 4
40.	490 Elgin St., Brantford	Date: Lease 10 October, 2012

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Amendment to Lease accepted 10 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 4 as assignee, 3 November 2013. Current Landlord: Hensen Holdings Inc. Tenant: SPN LP 4
41.	192 Mary Street, Brantford	Date: Lease accepted 5 December 2012 Amendment to Lease accepted 15 October, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor, and SPN LP 4 as assignee, 3 November 2013. Current Landlord: McBay Holdings Inc. Tenant: SPN LP 4
42.	46 Zatonski Ave., Brantford	Date: Lease 21 December 2012 Amendment to Lease accepted October 15, 2013 As assigned pursuant to Lease Assignment agreement between Solar Power Network Inc. as assignor and SPN LP 4 as assignee, 3 November 2013. Current Landlord: 2149751 Ontario Limited Tenant: SPN LP 4
43.	330 Sovereign Rd., London ON, N6M 1A8	Date: Lease accepted 7 March 2011 Amendment to Lease accepted 25 October 2013 As assigned pursuant to Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 2062098 Ontario Limited Tenant: LDREC SPN LP
44.	363 Sovereign Rd., London ON, N6M 1A3	Date: Lease accepted 4 April, 2012 Amendment to Lease accepted 2 October, 2013 and 21 October, 2016 As assigned pursuant to Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC

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		SPN LP as assignee, 11 December, 2013. Landlord's Acknowledgment and Assumption between 2726593 Ontario Inc., as landlord, and LDREC SPN LP, as tenant, December 9, 2019 Current Landlord: 2726593 Ontario Inc. (formerly 2430922 Ontario Inc.) Tenant: LDREC SPN LP
45.	570 Industrial Rd London ON, N5V 1V1	Date: Lease accepted 4 April 2012 Amendment to Lease accepted 2 October, 2013 As assigned by Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 2008051 Ontario Inc. Tenant: LDREC SPN LP
46.	85 Midpark Rd London ON, N6N 1B2	Date: Lease accepted 4 April 2012 Amendment to Lease accepted 2 October 2013 As assigned by Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 2008051 Ontario Inc. Tenant: LDREC SPN LP
47.	2449 Dundas St. E, London ON, N5V 3C8	Date: Lease 4 June 2012 Amendment to Lease accepted 7 October 2013 As assigned by Lease Assignment agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 2054111 Ontario Inc. Tenant: LDREC SPN LP
48.	2200 Wharncliffe Road S., London ON, N6P 1L1	Date: Lease accepted 27 November 2012 Amendment to Lease accepted 21 October 2013 As assigned by Lease Assignment Agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		assignee, 11 December, 2013. Current Landlord: 1687001 Ontario Limited Tenant: LDREC SPN LP
49.	1717 Oxford St. E., London ON, N5V 2Z5	Date: Lease accepted 17 April, 2013 Amendment to Lease accepted 8 October 2013 As assigned by Lease Assignment Agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: William Anthony Bethel, Andrew Robert Bethel and Eric Glenn Hines Tenant: LDREC SPN LP
50.	760 Wharncliffe Rd S London N6J 2N4	Date: Lease accepted 31 July 2013 Amendment to Lease 30 October 2013 As assigned by Lease Assignment Agreement between Solar Power Network Inc. as assignor and LDREC SPN LP as assignee, 11 December, 2013. Current Landlord: 1641307 Ontario Limited Tenant: LDREC SPN LP
51.	565 Richmond St., Chatham	Date: Lease 20 December 2012 Amendment to Lease 4 November 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 3 as assignee, 5 November 2013. Current Landlord: The Corporation of the Municipality of Chatham-Kent Tenant: SPN LP 3
52.	80 Second Ave West, Simcoe	Date: Lease 1 February 2012 Amendment to Lease accepted 8 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 4 as assignee, 3 November 2013.

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		Acknowledgment and Assumption, October 11, 2022 Current Landlord: Sydenham Norfolk Investments Inc. Tenant: SPN LP 4
53.	107 & 109 Greenock Street East, Port Dover	Date: Lease 8 May 2012 Amendment to Lease accepted 24 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 4 as assignee, 3 November 2013. Current Landlord: Nanticoke Contracting Inc. & Larry De Koning Tenant: SPN LP 4
54.	2720 St. Etienne Blvd., Windsor	Date: Lease 2 August 2012 Amendment to Lease accepted 16 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 1 as assignee, 3 November 2013. Amendment to Lease accepted 16 December 2016 Current Landlord: DALP Holdings Ltd. Tenant: SPN LP 1
55.	55 Talbot Street West, Leamington	Date: Lease 30 May 2011 Amendment to Offer to Lease accepted 26 November 2012 Amendment to Lease September 24, 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 1 as assignee, 3 November 2013. Current Landlord: 393075 Ontario Ltd. Tenant: SPN LP 1
56.	24 Oak Street East, Leamington	Date: Lease 15 September 2011 Amendment to Lease accepted 14 January 2013

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Amendment to Lease accepted 27 September 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 1 as assignee, 3 November 2013. Current Landlord: Neumar Corp/1118524 Ontario Inc. Tenant: SPN LP 1
57.	129 Erie Street South, Leamington	Date: Lease 15 September, 2011 Amendment to Lease accepted 27 September 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 1 as assignee, 3 November 2013. Current Landlord: 1118524 Ontario Inc./Neumar Corp. Tenant: SPN LP 1
58.	24 Norfolk Street Simcoe	Date: Lease 1 February 2012 Amendment to Lease accepted 8 October 2013 As assigned pursuant to Lease Assignment Agreement between Solar Power Network Inc. as assignor and SPN LP 4 as assignee, 3 November 2013. Acknowledgment and Assumption Agreement, October 11, 2022 Current Landlord: Sydenham Norfolk Investments Inc. Tenant: SPN LP 4
59.	247 Kingsley Road, Picton	Date: Lease Agreement, April 20, 2010 Notice re: exercise of option, April 1, 2013 Lease Amending Agreement, February 26, 2018 Current Landlord: Davin Corporation and David Elliott Cleave Tenant: Cleave Energy Holdings Ltd.
60.	15860 Loyalist Parkway, Bloomfield	Date: Lease Agreement, April 21, 2010 Notice re: exercise of option, April 20, 2013

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Assumption Agreement, February 26, 2018 Current Landlord: Davin Corporation Tenant: Cleave Energy Holdings Ltd.
61.	553 County Road 22, Picton	Date: Lease Agreement April 28, 2010 Notice re exercise of option, April 1, 2013 Current Landlord: Davin Corporation Tenant: Cleave Energy Holdings Ltd.
62.	473 South Big Island Road, Demorestville	Date: Lease Agreement, May 4, 2010 Notice re: exercise of option, April 26, 2013 Current Landlord: Russell Wager and John Wager Tenant: Cleave Energy Holdings Ltd.
63.	162 Fish Lake Rd, Demorestville	Date: Lease Agreement, May 18, 2010 Notice re: exercise of option, April 26, 2013 Acknowledgement and Assumption Agreement dated April 1, 2022. Current Landlord: Igal Liapis & Ella Liapis Tenant: Cleave Energy Holdings Ltd.
64.	1944 County Road 5, Picton	Date: Lease Agreement, May 4, 2010 Declaration of Accepted Change for Schedule 'C' to Lease Agreement, March 14, 2011 Notice re: exercise of option, April 26, 2013 Current Landlord: John Howard Miller Thompson Tenant: Cleave Energy Holdings Ltd.
65.	1036 Gilead Rd, Bloomfield	Date: Lease Agreement, May 10, 2010 Notice re: exercise of option, April 30, 2013 Current Landlord: Evelyn May Springings Tenant: Cleave Energy Holdings Ltd.

	MUNICIPAL ADDRESS	LEASE AGREEMENT
66.	3154 County Road 1, Bloomfield	Date: Lease Agreement, June 10, 2010 Current Landlord: Sandra Denise Rutter Tenant: Cleave Energy Holdings Ltd.
67.	13644 Loyalist Parkway, Picton	Date: Lease Agreement, June 11, 2010 Notice re: exercise of option, May 14, 2013 Current Landlord: Peter Hagerman Tenant: Cleave Energy Holdings Ltd.
68.	48 Nery Avenue, Picton	Date: Solar Generating Lease Agreement, October 6, 2010 Notice re: exercise of option, April 1, 2013 Lease Amending Agreement dated February 26, 2018 Current Landlord: Davin Corporation and David Elliott Cleave Tenant: 2421907 Ontario Limited
69.	62190 Side Road 3, RR # 3, Owen Sound, Ontario	Date: Lease, October 18, 2013 Lease Amending Agreement, 2016 Current Landlord: The Corporation of the Township of Georgian Bluffs Tenant: Biidaaske Inc.
70.	81605 Side Road 6, RR # 4, Tara, Ontario	Date: Lease, October 18, 2013 Letter Agreement re: Lease, September 1, 2015 Current Landlord: Robert James Edgar Cook Tenant: Biidaaske Inc.
71.	IP Compost Site, Legal Description: Park Lot 10 Range 9 EGR PI Owen Sound; Pt Park Lot 9 Range 9 EGR PI Owen Sound; Pt Park Lot 9 Range 8 EGR Owen Sound Pt 1 & 2, 16R7694, Pt 3 16R1193& Pt 8 16R337 Except Pt 1, 16R1193; except Part 1 16R10752; City of Owen Sound	Date: Lease, November 4, 2013 Lease Amending Agreement, September 28, 2015 Current Landlord: The Corporation of the City of Owen Sound Tenant: Biidaaske Inc.

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	37061-0253	
72.	2125 18 th Avenue East, Owen Sound, Ontario	Date: Lease, November 4, 2013 Lease Amending Agreement, September 28, 2015 Current Landlord: The Corporation of the City of Owen Sound Tenant: Biidaaske Inc.
73.	IP Rail Trail, Legal Description Pt Park Lot 8 Range 10 EGR PI Owen Sound Pt 6 16R4708; Owen Sound 37060-0137	Date: Lease, November 4, 2013 Lease Amending Agreement, September 28, 2015 Current Landlord: The Corporation of the City of Owen Sound Tenant: Biidaaske Inc.
74.	N 1/2 LOT 18, CONCESSION 4, NORTH PLANTAGENET ALFRED / PLANTAGENET Ontario	Date: December 5, 2015 Current Landlord: 8338132 Canada Inc. Tenant: Celeste Solar LP
75.	238 Neil MacGregor Rd, Grafton, Ontario	Date: Lease Agreement, May 10, 2011 Current Landlord: Alicia Mary Willams and Cary Daenckaert (as to PIN 51132-0503) and 2512088 Ontario Inc. (as to PIN 51132-0504) Tenant: Gengrowth Energy LP
76.	332 King's Wharf Rd., Kawartha Lakes, Ontario	Date: Amended and Restated Lease Agreement, September 3, 2015 Current Landlord: Roger Neil Roadhouse Tenant: Gengrowth Energy LP
77.	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario	Date: Lease Agreement, May 11, 2011 Amending Agreement No. 1 to the Lease Agreement, March 23, 2015 Landlord's Acknowledgment and Assumption between MMSA Properties Inc., as landlord, and Gengrowth Energy LP, as tenant, October 26, 2021 Current Landlord: MMSA Properties Inc.

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		Tenant: Gengrowth Energy LP
78.	1209 Crowley Line, RR6, Peterborough, Ontario	Date: Lease Agreement, September 15, 2011 Current Landlord: Rudy Smit and Joan Smit Tenant: Gengrowth Energy LP
79.	2721 Highway 134, Douro, Ontario	Date: Lease Agreement, September 18, 2011 Amendment to Lease Agreement, October 12, 2017 Current Landlord: John Edward Doherty and Catherine Ann O'Brien Tenant: Gengrowth Energy LP
80.	3161 Old Norwood Rd., Peterborough, Ontario	Date: Lease Agreement, September 19, 2011 Current Landlord: Drain Bros. Excavating Limited (as to PIN 28161-0263) and 1000269797 Ontario Inc. (as to PIN 28161-0261) Tenant: Gengrowth Energy LP Note: Easement described in 7.1(uu)
81.	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario	Date: Lease Agreement, July 11, 2011 Current Landlord: Tammy Elizabeth Riddell Tenant: Gengrowth Energy LP
82.	33935 Thorah Sideroad, Beaverton, Ontario	Date: Lease Agreement, June 1, 2011 Amendment to Lease Agreement, August 23, 2017 Current Landlord: Zhengrong Liu & Yali Su Tenant: Gengrowth Energy LP
83.	206497 Highway 26 Meaford Ontario N4L 1W7	Date: August 13, 2015 (Lease), June 8, 2018 (Amendment), July 4, 2018 (Amendment) Current Landlord: 2524567 Ontario Inc. Tenant: GSC SPN 4 Projects LP
84.	180-200 Fitch Street, Welland Ontario L3C 2S2	Date: August 13, 2015 (Lease), June 8, 2018 (Amendment), July 4, 2018 (Amendment)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Current Landlord: 2433260 Ontario Inc. Tenant: GSC SPN 4 Projects LP
85.	93 Healey Rd. Bolton, ON L7E 5A9	Date: October 11, 2013 (Lease), October 2, 2015 (Assignment to Tenant) Current Landlord: United Van Lines (Canada) Ltd. Tenant: SPN LP 14
86.	649 South Service Rd., Grimsby, ON L3M 4E8	Date: October 31, 2012 (Lease), October 2, 2015 (Assignment to Tenant) Current Landlord: Precision Surface Technologies Inc. Tenant: SPN LP 14
87.	20682 Hurontario Street, Caledon, ON L7K 1X1	Date: November 30, 2012 (Lease), October 2, 2015 (Assignment to Tenant) Current Landlord: Caledon Teen Ranch Tenant: SPN LP 14
88.	354 Tiffin Street, Barrie, ON L4N 9W7	Date: December 10, 2012 (Lease), October 2, 2015 (Assignment to Tenant) Current Landlord: Roy Edward Westerhoek and Deborah Harris Westerhoek, Tenant: SPN LP 14
89.	265 Industrial Rd., Cambridge, ON N3H 4R9	Date: October 5, 2013 (lease); October 2, 2015 (Assignment to Tenant) Current Landlord: Culligan of Canada ULC Tenant: SPN LP 15
90.	305 Industrial Rd., Cambridge, ON N3H 4R7	Date: September 10, 2015 (Lease); October 2, 2015 (Assignment to Tenant) Current Landlord: 1885205 Ontario Limited Tenant: SPN LP 15
91.	38 Stephenson Road 8 West, Huntsville, Ontario, P0B 1M0	Date: December 2, 2012 (Lease); July 31, 2015 (Amended and Restated Lease); Current Landlord: Rising Sun Productions Limited

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Tenant: Rising Sun Community Power Corp.
92.	237 Proudfoot Road, Huntsville, Ontario, POB 1MO	Date: December 18, 2012 (Lease); November 8, 2018 (Amended and Restated Lease) Current Landlord: Andrew Knapp Inc. Tenant: Rising Sun Community Power Corp. Note: Easement described in 7.1(uu)
93.	55 Plant Farm Blvd., Brantford, ON N3S 7W2	Date: October 10, 2012 (Lease) as amended October 10, 2013 (Amendment II), October 2, 2015 (Assignment to SPN LP 10 as Tenant (through its GP, Solar Power Network 006 Inc.)) May 17, 2017 (Amendment II), August 13, 2018 (Amendment III) and August 15, 2018 (Amendment IV) Current Landlord: Hensen Holdings Inc. Tenant: Solar Power Network Inc. (as assigned to SPN LP 10)
94.	75 Plant Farm Blvd., Brantford, ON N3S 7W2	Date: October 10, 2012 (Lease) as amended October 10, 2013 (Amendment I), October 2, 2015 (Assignment to SPN LP 10 as Tenant (through its GP, Solar Power Network 006 Inc.)), June 6, 2017 (Amendment II), August 13, 2018 (Amendment III) and August 15, 2018 (Amendment IV) Current Landlord: Hensen Holdings Inc. Tenant: Solar Power Network Inc. (as assigned to SPN LP 10)
95.	111 Sherwood Drive, Brantford, ON N3T 6J9	Date: August 7, 2012 (Lease) as amended June 3, 2015 (Amendment I), October 2, 2015 (Assignment to SPN LP 10 as Tenant (through its GP, Solar Power Network 006 Inc.)), April 17, 2017 (Amendment II) and May 9, 2018 (Amendment III) Current Landlord: Sherwood Investments Inc. Tenant: Solar Power Network Inc. (As assigned to SPN LP 10)
96.	635 Tecumseh Rd. West, Windsor, ON N8X 1H4	Date: May 30, 2011 (Lease) as amended August 19, 2015 (Amendment I), October 2, 2015 (Assignment to SPN LP 10 as Tenant (through its GP, Solar Power Network 006 Inc.)) and August 20, 2018 (Amendment II) Current Landlord: Winsor Textiles Limited Tenant: Solar Power Network Inc. (as assigned to SPN LP 10)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		10)
97.	600 Wall St., Wallaceburg ON, N8A 3H9	Date: December 20, 2012 (Lease) as amended November 4, 2013 (Amendment I) and May 31, 2017 (Assignment to SPN LP 10 as Tenant (through its GP, Solar Power Network 006 Inc.)) Current Landlord: The Corporation of the Town of Wallaceburg and The Municipal Corporation of the Town of Wallaceburg, now known as The Corporation of the Municipality of Chatham-Kent Tenant: Solar Power Network Inc. (as assigned to SPN LP 10)
98.	84 Quesnel Road, West Nipissing, ON P2B 2V6	Date: September 18, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended June 9, 2017 (Amendment) Current Landlord: Harvey William Malette & Lise Anne Malette (as to PIN 49087-0600) and Eric Malette and Martine Dauphinais (as to PIN 49087-0599) Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
99.	84 Quesnel Road, Sturgeon Falls, ON P2B 2V6	Date: September 18, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant) Current Landlord: Harvey William Malette & Lise Anne Malette (as to PIN 49087-0496) Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
100.	420 Quesnel Road, West Nipissing, ON P2B 2V9	Date: October 8, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended May 31, 2017 (Amendment)

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		Current Landlord: Robert Leblanc & Liane Leblanc Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
101.	382 Quesnel Road, West Nipissing ON P2B 2V8	Date: October 8, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended May 31, 2017 (Amendment) Current Landlord: Robert Leblanc & Liane Leblanc Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
102.	580 Quesnel Road, West Nipissing ON P2B 2V9	Date: October 30, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended March 3, 2017 (Amendment) Current Landlord: Laurent Malette Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
103.	1759 Highway 43, RR 4 Merrickville ON K0G 1N0	Date: March 1, 2011 (Lease), as amended January 7, 2013 (Amendment), as assigned November 3, 2013 (Assignment of Tenant), Current Landlord: Jean Gwendolyn Craig Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
104.	203 Acton Drive, RR 1, Montague/ Smith Falls ON K7 5B8	Date: March 9, 2011 (Lease), as amended January 9, 2013 (Amendment), as assigned November 3, 2013 (Assignment of Tenant) Current Landlord: Kenneth Ernest Hunter Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
105.	2694 Highway 7, Otonabee/ Indian River, ON K0L 2B0	Date: May 7, 2011 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended August 15, 2016 (Amendment), and February 9, 2018 (Amendment) Current Landlord: Richard Robert Leblanc Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
106.	5994 Wellington Rd 24, Hillsburgh ON N0B 1Z0	Date: November 23, 2012 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended February 28, 2017 (Amendment) Current Landlord: Robert Janozeski & Clara Janozeski Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
107.	3189 Vern Drive, Greater Sudbury, ON P0M 1E0	Date: September 18, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended August 17, 2017

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		(Amendment) and September, 2018 (Amendment) Current Landlord: Nicole Labre (formerly Gilbert Labre and Anne Marie Labre) Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
108.	3134 Main Street, Greater Sudbury, ON P0M 1E0	Date: September 18, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended August 17, 2017 (Amendment) and September 26, 2018 (Amendment) Current Landlord: Gilbert Labre & Ann Marie Labre Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP) Note: Easement described in 7.1(uu)
109.	2884 Main Street, Greater Sudbury, ON P0M 1E0	Date: October 29, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), and October 23, 2017 (Amendment) Current Landlord: Saddia Rahmanyar Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
110.	3 Fire Route 53, Havelock, ON K0L 1Z0	Date: April 28, 2011 (Lease), as amended September 30, 2014 (Amendment). September 18, 2019 (Amendment), as assigned on November 3, 2013.

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Current Landlord: Joseph Martens and Josephine Martens Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
111.	313 Pipeline Road, Cramahe, ON K0K 1M0	Date: October 17, 2013 (Lease), as assigned November 3, 2013 (Assignment of Tenant), as amended on July 5, 2019 Current Landlord: Robert John Whitney and Elaine Laurel Whitney Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Gengrowth Solar Energy LP 2 (original), Sunedition Canada Origination LP (assigned on November 3, 2013), Sunedition Canada Health Origination LP (assigned on November 3, 2013), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
112.	8010 Stonehouse Road, Campbellcroft, ON L0A 1B0	Date: May 17, 2011 (Lease), as assigned December 19, 2018 (Assignment of Tenant), as amended May 31, 2017 (Amendment) Landlord's Acknowledgment and Assumption between Andreas Larentzakis and Iralda Fernandez Larentzakis, as landlord, and GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.), as tenant, April 6, 2022 Current Landlord: Andreas Larentzakis and Iralda Fernandez Larentzakis (Robert John Armstrong and Tracey Anne Armstrong) Tenant: GSC Southlake Solar LP (by its general partner GSC Southlake Solar GP Inc.) Previous Tenants: Sunedition Canada Origination LP (original), Sunedition Canada Health Origination LP (assigned on December 19, 2018), Solar Provider Canada Origination Health LP (changed name from Sunedition Canada Origination LP)
113.	2674 Country Road 42, Stayner, ON L0M 1S0	Date: August 30, 2016 (Lease) Current Landlord: Willem Antonie Sterrenburg and Heidi

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Anne Marie Sterrenburg Tenant: HSSW Limited Partnership (formerly Conergy 1 LP)
114.	2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0	Date: August 30, 2016 (Lease) Current Landlord: Clearview Poultry Farms Inc. Tenant: HSSW Limited Partnership (formerly Conergy 1 LP)
115.	19 Somerville 3 rd Concession, Fenelon Falls, ON K0M 1N0	Date: July 29, 2016 (Lease) Current Landlord: James Harold Hopkins, Audrey Joan Hopkins, Karen Merlyn Francis Tenant: HSSW Limited Partnership (formerly Conergy 1 LP)
116.	136 Dartmoor Rd., Sebright, ON L0K 1W0	Date: July 29, 2016 (Lease) Current Landlord: Jennifer Edith Forsythe Tenant: HSSW Limited Partnership (formerly Conergy 1 LP)
117.	2882 Shelter Valley Rd, Alnwick/Haldimand ON K0K2G0	Date: October 23, 2014 (Lease), as assigned January 2, 2019 (Assignment of Landlord) Current Landlord: Stephen John Cockerill Tenant: GreenLife Solar Projects Inc.
118.	1474 County Road 507, Buckhorn, Trent Lakes, ON K0L 1J0	Date: November 10, 2014 (Lease) Current Landlord: Nicholas Elmer Flynn and Kathryn Dawn Murray Tenant: GreenLife Solar Projects Inc.
119.	14603 Highway 62 Madoc, ON K0K 2K0	Date: November 25, 2014 (Lease) Current Landlord: Christopher Andrew Landry and

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Heather Janice Landry Tenant: GreenLife Solar Projects Inc.
120.	1234 Asphodel-Norwood, ON K0L 1Y0	Date: September 25, 2017 (Lease) Current Landlord: John Albert Crowley (as to PIN 28207-0227) Tenant: GreenLife Solar Projects Inc. Note: Easements described in 7.1(uu) subject to Charges in favour of collateral agent
121.	58 Moore Rd, Alnwick/Haldimand, ON K0K 1M0	Date: November 3, 2014 (Lease) Current Landlord: Shelley Marla Shopsowitz Tenant: GreenLife Solar Projects Inc.
122.	2161 Blezard Line, Otonabee-South Monaghan, ON K0L 2B0	Date: October 31, 2014 (Lease) Current Landlord: Darrin Leadbetter and Josee Delisle Tenant: GreenLife Solar Projects Inc.
123.	437 County Road 36, Harvey, Municipality of Trent Lakes, K0M 1A0	Date: August 2, 2015 (Lease) Landlord's Acknowledgment and Assumption between Joseph Kendrick and William Kendrick, as landlord, and GreenLife Solar Projects Inc., as tenant, January 14, 2022 Current Landlord: Joseph Kendrick and William Kendrick Tenant: GreenLife Solar Projects Inc.
124.	171 Isaac Rd Alnwick/Haldiman, ON K0K 2H0	Date: November 11, 2014 (Lease) Landlord's Acknowledgment and Assumption between DeJong Crop Care Inc., as landlord, and GreenLife Solar Projects Inc., as tenant, April 4, 2022 Current Landlord: DeJong Crop Care Inc. (formerly Deborah Ann Krokczyk, John Krolczyk and Zofia Krolczyk) (as to PIN 51125-0216) and The Corporation of the County of Northumberland (as to PIN 51125-0218) Tenant: GreenLife Solar Projects Inc.
125.	3155 Lakeshore Rd, Port Hope, ON L1A 3V7	Date: October 24, 2014 (Lease)

	MUNICIPAL ADDRESS	LEASE AGREEMENT
		Current Landlord: Joan Carol McGuirk Tenant: GreenLife Solar Projects Inc.
126.	County Road 36, Harvey, Municipality of Trent Lakes, ON K0M 1A0	Date: August 2, 2015 (Lease) Current Landlord: Michael Lloyd Belrose & Lorrie Marie Belrose Tenant: GreenLife Solar Projects Inc.
127.	25 Anderson Rd, Havelock-Belmont-Methuen Ontario, K0L 1Z0	Date: July 19, 2015 (Lease) Current Landlord: Svend Mikkelsen and Krisztina Mikkelsen Tenant: GreenLife Solar Projects Inc.
128.	2262 County Rd 44, Havelock-Belmont-Methuen, ON K0L 2H0	Date: November 18, 2014 (Lease) Current Landlord: Gwen Janet Quackenbush Tenant: GreenLife Solar Projects Inc.
129.	1312 Crowley Line, Otonabee-South Monaghan, ON K9J 6X7	Date: October 22, 2013 (Lease), as assigned October 25, 2013 (Assignment by Tenant) Current Landlord: Steven James MacDonald and Liane Rosemary MacDonald Tenant: GreenLife Solar Projects Inc. Previous Tenant: Green Life Power Inc.
130.	6330 Ganaraska Rd, Port Hope, ON L0A 1B0	Date: November 5, 2013 (Lease) ; as amended March 14, 2019 (Amendment) Current Landlord: John Lloyd Beatty and Margaret Kari Beatty Tenant: GreenLife Solar Projects Inc.
131.	4822 Jasper Martin Road, Baltimore, ON K0K 1C0	Date: September 20, 2013 (Lease) Current Landlord: Jeffrey William Carl Harris Tenant: GreenLife Solar Projects Inc.

CONNECTION AGREEMENTS

Connection Agreements for C&I Projects **(131 sites)**

MASTER PURCHASE AGREEMENT

Master Purchase Agreement, March 26, 2014

- (a) General Assignment and Assumption Agreements re: Master Purchase Agreement, between Grasshopper Solar Corporation (Assignor) and GSC Solar Leasing GP Inc., in its capacity as general partner of and on behalf of GSC Solar Leasing LP (Assignee) dated:
 - (i) March 26, 2014;
 - (ii) July 16, 2014;
 - (iii) May 29, 2015;
 - (iv) June 30, 2015;
 - (v) July 31, 2015;
 - (vi) August 31, 2015;
 - (vii) September 30, 2015;
 - (viii) October 30, 2015;
 - (ix) October 30, 2015;
 - (x) December 31, 2015;
 - (xi) January 29, 2016;
 - (xii) February 29, 2016;
 - (xiii) March 31, 2016;
 - (xiv) April 29, 2016;
 - (xv) May 31, 2016;
 - (xvi) June 30, 2016;
 - (xvii) July 31, 2016;
 - (xviii) August 31, 2016;
 - (xix) September 6, 2016;

- (xx) September 30, 2016;
- (xxi) December 30, 2016;
- (xxii) February 28, 2017;
- (xxiii) March 31, 2017;
- (xxiv) April 28, 2017;
- (xxv) May 31, 2017; and
- (xxvi) June 30, 2017.

LOAN DOCUMENTS IN FAVOUR OF FIRST NATIONS PARTNERS

1. Loan Agreement between SPN LP 1, Solar Power Network 009 Inc. and NFN Solar GP Inc., 26 July, 2017
2. General Security Agreement from SPN LP 1 and Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July 2017
3. General Security Agreement from Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July, 2017
4. Loan Agreement between SPN LP 4, Solar Power Network 009 Inc., and NFN Solar GP Inc., 26 July, 2017
5. General Security Agreement from SPN LP 4 and Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July, 2017
6. General Security Agreement from Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July, 2017
7. Loan Agreement between SPN LP 5, Solar Power Network 009 Inc., and NFN Solar GP Inc., 26 July, 2017
8. General Security Agreement from SPN LP 5, Solar Power Network 009 Inc., in favour of NFN Solar GP Inc., 26 July, 2017
9. General Security Agreement from Solar Power Network 009 Inc. in favour of NFN Solar GP Inc., 26 July 2017

FIRST NATIONS PARTNERS RELATED LOANS

Promissory Notes from the First Nations Project Subsidiaries in favour of the Borrowers dated as of the Closing Date as follows:

Project entity	Intercompany loan amount	Int. rate

Chi Biidaaske Inc.	\$4,980,617	8.00%
Biidaaske Inc.	\$7,646,300	8.50%
Celeste Solar LP	\$1,808,717	8.50%
CEW L3V Solar III Limited Partnership	\$1,017,669	6.00%
Gengrowth Energy LP	\$10,325,00	Same as Interest Rate on DB A&R Credit Agreement dated May 31, 2018
Gengrowth Energy LP	\$1,075,000	12.00%

No Security is in place for this debt.

Project entity	Senior Debt*	Subordinated Debt	Sub-ordinate interest rate
SPN LP 3	\$13,440,850	\$1,107,655	9.00%
SPN LP 1	\$5,359,833	\$1,111,301	11.00%
SPN LP 4	\$8,786,925	\$1,971,384	11.00%
SPN LP 5	\$460,240	\$94,998	11.00%

* Senior Debt at rate as per Credit Agreement

Promissory Notes from the following Project Subsidiaries in favour of the GSC Solar Fund I Inc. dated as of the Accession Date as follows:

Project entity	Intercompany loan debt	Interest rate
Gengrowth Energy LP	\$1,000,000	12.00%

FIRST NATIONS PARTNERSHIP AGREEMENTS

SPN LP 1

Amended and Restated Limited Partnership Agreement between Solar Power Network 009 Inc., as General Partner, Nippising Solar (SPN) LP and Solar Power Network Inc., as Limited Partners, dated the 26th day of July, 2017.

Note – GSC SPN 3 Projects Inc. replaced Solar Power Network Inc. as a limited partner SPN LP 1 on July 26, 2017 and was in turn replaced by GSC Solar Fund I LP on March 19, 2018.

SPN LP 3

Amended and Restated Limited Partnership Agreement between Solar Power Network 001 Inc., as General Partner, HIAH Economic Dev LP and GSC SPN 3 Projects Inc., as Limited Partners, dated the 21st day of August 2017, together with a First Amendment to the Amended and Restated Limited Partnership Agreement, between Solar Power Network 001 Inc., as General Partner, HIAH Economic Dev LP and GSC SPN 3 Projects Inc., as Limited Partners, dated the 3rd day of November 2017.

Note – GSC Solar Fund I LP replaced GSC SPN 3 Projects Inc. as a limited partner on March 19, 2018.

SPN LP 4

Amended and Restated Limited Partnership Agreement between Solar Power Network 009 Inc., as General Partner, Nippising Solar (SPN) LP and Solar Power Network Inc., as Limited Partners, dated the 26th day of July, 2017.

Note – GSC SPN 3 Projects Inc. replaced Solar Power Network Inc. as a limited partner SPN LP 1 on July 26, 2017 and was in turn replaced by GSC Solar Fund I LP on March 19, 2018.

SPN LP 5

Amended and Restated Limited Partnership Agreement between Solar Power Network 009 Inc., as General Partner, Nippising Solar (SPN) LP and Solar Power Network Inc., as Limited Partners, dated the 26th day of July, 2017.

Note – GSC SPN 3 Projects Inc. replaced Solar Power Network Inc. as a limited partner SPN LP 1 on July 26, 2017 and was in turn replaced by GSC Solar Fund I LP on March 19, 2018.

CEW L3V Solar III Limited Partnership

Amended and Restated Limited Partnership Agreement between Marina Del Rey Solar Inc., as General Partner and Limited Partner, and Wikwemikong Renewable Energy Limited Partnership, as Limited Partner, dated the 9th day of March, 2017, together with the First Amendment to the Amended and Restated Limited Partnership Agreement between Marina Del Rey Solar Inc., as General Partner and Limited Partner, and Wikwemikong Renewable Energy Limited Partnership, as Limited Partner, dated the 14th day of December, 2017.

Note – GSC Solar Fund I LP replaced Marina Del Ray Solar Inc. as a limited partner on March 19, 2018.

Celeste Solar Limited Partnership

Limited Partnership Agreement between Aspen Solar Management Inc., as General Partner, Chippewas of the Thames Development Corporation and 8338132 Canada Inc., Jazz Solar Solutions Inc. and iSolara Energy Services Incorporated as Limited Partners, dated the 5th day of December, 2013, together with the First Amendment to the Limited Partnership Agreement between Celeste Solar GP Inc., as General Partner, 2423318 Ontario Inc. and Jazz Solar Solutions Inc., as Limited Partners, dated the 24th day of September, 2018.

Note – Jazz Solar Solutions Inc. acquired the units of 8338132 Canada Inc. and ISolarar Energy Services Inc. on November 16, 2015. Celeste Solar GP Inc. replaced Aspen Solar Management Inc. as General Partner and Jazz Solar Solutions Inc. transferred some of its units to 2423318 Ontario Inc. on March 21, 2017. 2423318 Ontario Inc.'s units were transferred to GSC Solar Fund II LP on September 25, 2018. Jazz Solar Solutions Inc. transferred its remaining units to GSC Solar Fund II LP on May 21, 2019. GSC Solar Fund II LP and Chippewas of the Thames Development Corporation are now the only limited partners.

Gengrowth Energy LP

Second Amended and Restated Limited Partnership Agreement between GSC Gengrowth GP Inc., as General Partner, Gengrowth Inc., GSC Solar Fund I Inc. and, as Limited Partners, dated the 25th day of April, 2016, together with a First Amendment to the Second Amended and Restated Limited Partnership Agreement between GSC Gengrowth GP Inc., as General Partner, GSC Solar Fund I Inc., Gengrowth Inc. and Structural Tech Corporation Ltd., as Limited Partners, dated the __ day of ____, 201__.

Note – GSC Solar Fund I Inc. was replaced by GSC Solar Fund II LP as a limited partner on July 27, 2018. GSC Solar Fund II LP acquired the remaining Units of Gengrowth Inc. on March 3, 2020 so the only limited partners are GSC Solar Fund II LP and Structural Tech Corporation Ltd.

Biidaaske Inc.

Amended and Restated Unanimous Shareholder Agreement between GSC Solar Fund I Inc., Structural Tech Corporation Ltd., LM Solar Inc., and Biidaaske Inc., as the Company, dated the 7th day of March, 2016.

Note – LM Solar Inc. transferred some of its shares to GSC Solar Fund I Inc. on March 7, 2016. GSC Solar Fund I Inc. transferred its shares to GSC Solar Fund II LP on September 25, 2018. LM Solar Inc. transferred all of its remaining shares to GSC Solar Fund II LP on March 3, 2020

Chi Biidaaske Inc. – Shareholder Agreement

Second Amended and Restated Unanimous Shareholder Agreement between GSC Solar Fund I Inc., as GSC, Structural Tech Corporation Ltd., as STC, and Chi Biidaaske Inc., as the Company, dated the 18th day of August, 2017.

Note- GSC Solar Fund I Inc. transferred all of its shares to GSC Solar Fund I LP on March 18, 2018.

COMMUNITY, PUBLIC SECTOR, AND MUNICIPAL PARTNERS RELATED LOANS

Promissory Notes from the Community Project Subsidiaries in favour of the Borrowers dated as of the Closing Date as follows:

Project Entity	Intercompany loan amount	Interest ate
ICM Realty Group Solar 2013 Inc.	\$3,925,217	8.50%
LDREC SPN LP	\$8,476,085	7.50%
Rising Sun Community Power Corp.	\$3,978,000.00	7.00%

GSC Southlake Solar LP	\$20,210,633	6.00%
HSSW Limited Partnership	\$2,226,671.00	7.50%
SPN LP 10	\$5,744,183	7.5%
Greenlife Solar Projects Inc.	\$25,205,865	5.5%

*No Security is in place for this debt.

COMMUNITY, PUBLIC SECTOR, AND MUNICIPAL PARTNERSHIP AGREEMENTS

SPN LP 10

Amended and Restated Limited Partnership Agreement between Solar Power Network 006 Inc., as General Partner, Sunvie Renewable Energy Co-operative Inc. and GSC SPN 4 Projects LP, as Limited Partners, dated the 16th day of July, 2019.

LDREC SPN LP

Amended and Restated Limited Partnership Agreement between Solar Power Network 003 Inc., as General Partner, London District Renewable Energy Co-Operative Inc. and GSC SPN3 Projects Inc., as Limited Partners, dated the 21st day of November, 2017.

Note –GSC SPN 3 Projects Inc. was replaced by GSC Solar Fund I LP as a limited partner on March 19, 2018.

GSC Southlake Solar Limited Partnership

Limited Partnership Agreement between GSC Southlake Solar GP Inc., as General Partner, GSC Solar Fund II LP, GSC, and Southlake Regional Health Centre, as Southlake, dated the 5th day of December, 2017.

HSSW Limited Partnership

Amended and Restated Limited Partnership Agreement between Fit Solar GP 1 Inc., as General Partner, Heritage Solar Limited Partnership, Sven Walker Professional Corporation, Ethosolar Inc. and Corporation of the Township of Val Rita-Harty, as Limited Partners, dated the 17th day of January, 2017.

Note – Ethosolar Inc. transferred some of its units to Heritage Solar Limited Partnership and Sven Walker Professional Corporation on January 17, 2017. Heritage Solar Limited Partnership transferred all of its units to Capers Solar LP on December 22, 2017. Ethosolar Inc. transferred all of its remaining units to Capers Solar LP and Sven Walker Professional Corporation on March 29, 2018. Capers Solar LP and Sven Walker Professional Corporation both transferred all of their units to GSC Fit 4.2 LP on December 23, 2019.

HSSW Property LP

Amended and Restated Limited Partnership Agreement between HSSW Property GP Inc, Heritage Solar Limited Partnership, Sven Walker Professional Corporation, and 2268953 Ontario Limited, in respect to and HSSW Property LP, dated January 17, 2017, as adopted by GSC FIT 4.2. LP, by adoption agreement dated December 23, 2019, amended from time to time.

Note - This Limited Partnership does not have a public sector partner, but is included here as it relates to the HSSW Limited Partnership. The HSSW Property LP only own equipment.

ICM Realty Group Solar Inc. – Shareholder Agreement

Unanimous Shareholders' Agreement between Fovere Glenbarra Energy Fund III Ltd. and Greenlife Co-Operative Inc and ICM Realty Group Solar 2013 Inc., as the Corporation, dated the 17th day of January, 2013, together with an Amendment to Shareholders' Agreement, between Fovere Glenbarra Energy Fund III Ltd., Greenlife Co-Operative Inc., McLevin Avenue Solar Inc. and ICM Realty Group Solar 2013 Inc., and GSC Solar Fund I Inc., dated the 5th day of May, 2015 and the Second Amendment to Shareholders' Agreement between Greenlife Co-Operative Inc., McLevin Avenue Solar Inc. and ICM Group Solar 2013. Inc.

Note – GSC Solar Fund I Inc. was added as a party as it was contemplated that McLevin Avenue Solar Inc. and ICM Realty Group Solar 2013 Inc. would amalgamate and GSC Solar Fund I Inc. would become a party to the agreement. That amalgamation was not proceeded with and so GSC Solar Fund I Inc. is not a party to the Shareholders Agreement.

Note – It is intended that the interest of Greenlife Co-operative Inc. be acquired by McLevin Avenue Solar Inc. contemporaneously with closing of the Second ARCA.

Rising Sun Community Power Corp.

Amended and Restated Unanimous Shareholders' Agreement between Rising Sun Community Power Corp., Sunny Moose LP, and Ryde Community Co-Operative, dated the 18th day of July, 2018. First

Note – GSC MPI Projects LP replaced Sunny Moose LP as a shareholder on March 8, 2019.

PROJECT SUBSIDIARY LOAN DOCUMENTS

Promissory Notes from the Project Subsidiaries in favour of the Borrowers dated as of the Closing Date as follows:

Project Entity	Intercompany loan amount	Interest Rate
2245073 Ontario Inc.	\$7,329,805	7.00%
2246253 Ontario Inc.	\$4,217,236	8.50%
2410581 Ontario Limited	\$3,223,921	7.00%
2428760 Ontario Inc.	\$1,384,400	7.00%
2377512 Ontario Inc.	\$1,804,519	9.50%
Howard Avenue Solar Inc.	\$2,216,572	8.00%
Grasshopper Solar FIT Projects Inc.	\$1,596,105	10.00%
Cleave Energy Holdings Ltd.	\$11,600,000	8.5%

2421907 Ontario Limited	\$700,000	8.5%
GSC Solar Leasing II LP	\$2,499,631.75	8.00%
GSC Solar Leasing II LP	\$16,397,563.09	8.00%
GSC SPN 4 Projects LP	\$5,016,165.00	7.00%
SPN LP 14	\$5,016,165.00	7.00%
SPN LP 15	\$5,016,165.00	7.00%

*No Security is in place for this debt

PROJECT SUBSIDIARY PARTNERSHIP AGREEMENTS

GSC Solar Fund I LP

Amended and Restated Limited Partnership Agreement between GSC Solar Fund I GP Inc., as General Partner, and GSC Solar Fund I Inc., as Initial Limited Partner, dated the 19th day of March, 2018.

GSC Solar Fund II LP

Amended and Restated Limited Partnership Agreement between GSC Solar Fund II GP Inc., as General Partner, and GSC Solar Fund I Inc., as Initial Limited Partner, dated the 19th day of March, 2018.

GSC Solar Leasing LP

Amended and Restated Limited Partnership Agreement between GSC Solar Leasing GP Inc., as General Partner, and GSC Solar Fund I LP, as Limited Partner, dated the 19th day of March, 2018.

GSC Solar Leasing II LP

Limited Partnership Agreement between GSC Solar Leasing II GP Inc., as General Partner, and GSC Solar Fund I Inc., as Initial Limited Partner, dated the 2nd day of August, 2017, together with the First Amendment to the Limited Partnership Agreement, between GSC Solar Leasing II GP Inc., as Leasing II GP, and GSC Solar Fund I Inc., as Fund I Inc., dated the 31st day of August, 2018.

GSC SPN 4 Projects LP

Limited Partnership Agreement between GSC SPN 4 Projects GP Inc., as General Partner, and GSC Solar Fund II LP, by its general partner, GSC Solar Fund II LP GP Inc., as Initial Limited Partner, dated the 11th day of November, 2017.

GSC Greenlife Projects LP

Limited Partnership Agreement between GSC Greenlife Projects GP Inc., as General Partner, and GSC Solar Fund II LP, as Initial Limited Partner, dated the 24th day of October, 2019.

SPN LP 14

Limited Partnership Agreement between Solar Power Network 007 Inc., as General Partner, and Solar Power Network Inc., as Limited Partner, dated the 23rd day of September, 2015 together with the First Amendment to the Limited Partnership Agreement between Solar Power Network 007 Inc., as General Partner, and Solar Power Network Inc., as the Limited Partner, dated the __ day of December, 2017 and the Second Amendment to the Limited Partnership Agreement, between Solar Power Network 007 Inc., as General Partner, and GSC SPN 4 Projects LP, by its general partner, GSC SPN 4 Projects GP Inc., as Limited Partner, dated the 1st day of May, 2019.

Note – GSC SPN 4 Projects LP became a limited partner on December 28, 2017 acquiring some of the units of Solar Power Network Inc. and acquired the remaining units on April 26, 2019 to become the sole limited partner.

SPN LP 15

Limited Partnership Agreement between Solar Power Network 007 Inc., as General Partner, and Solar Power Network Inc., as Limited Partner, dated the 23rd day of September, 2015 together with a First Amendment to the Limited Partnership Agreement between Solar Power Network 007 Inc., as General Partner, and Solar Power Network Inc., as the Limited Partner, dated the __ day of December, 2017 and the Second Amendment to the Limited Partnership Agreement, between Solar Power Network 007 Inc., as General Partner, and GSC SPN 4 Projects LP, by its general partner, GSC SPN 4 Projects GP Inc., as Limited Partner, dated the 1st day of May, 2019.

Note – GSC SPN 4 Projects LP became a limited partner on December 28, 2017 acquiring some of the units of Solar Power Network Inc. and acquired the remaining units on April 26, 2019 to become the sole limited partner.

HSSW Property LP

Limited Partnership Agreement between HSSW Property GP Inc., as General Partner, Heritage Solar Limited Partnership, Sven Walker Professional Corporation, and 2268953 Ontario Limited, dated the 17th day of January, 2017.

Note - Heritage Solar Limited Partnership transferred all of its units to Capers Solar LP on December 22, 2017. 2268953 Ontario Limited transferred all of its units to Capers Solar LP and Sven Walker Professional Corporation on December 22, 2017. Capers Solar LP and Sven Walker Professional Corporation both transferred all of their units to GSC Fit 4.2 LP on December 23, 2019.

GSC FIT 4.2 LP

Limited Partnership Agreement between GSC Fit 4.2 GP Inc., as General Partner, and GSC Solar Fund I Inc., as Initial Limited Partner, dated the 3rd day of October, 2018.

Note- GSC Solar Fund I Inc. was replaced by GSC Solar Fund II LP as a limited partner on December 23, 2019.

SCHEDULE 6.1(P)**AUTHORIZATIONS**

No outstanding Authorizations required to be obtained.

SCHEDULE 6.1(Q)
ENVIRONMENTAL MATTERS

None.

SCHEDULE 6.1(Q)(I)

ENVIRONMENTAL PERMITS

Ministry of the Environment, Environmental Activity and Sector Registry – Registration of Activities Related to Solar Facilities, for SA 1, SA 2, and SA 3 projects.

81605 Sideroad 6, Georgian Bluffs, Ontario

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-9110139879), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 24, 2017

28 Avenue East, Owen Sound, Ontario (IP Compost)

Grey Sauble Conservation Authority Permit No. GS17-239, August 8, 2017

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-7110141545), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 25, 2017.

2125 18th Avenue East, Owen Sound, Ontario (IP Public Works)

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-8110141329), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 25, 2017.

IP Rail Trail, L8 912 26 Street East, L1, Owen Sound, Ontario

Grey Sauble Conservation Authority Permit No. GS17-362, November 10, 2017

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-1110141143), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 25, 2017.

N ½ Lot 18, Concession 4, North Plantagenet Alfred/ Plantagenet, Ontario, K0B 1L0

Ministry of the Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-7110153369), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated October 6, 2017.

South Nation Conservation (SNC), letter confirming that construction of solar farm at Roll No. 023102000405000 will not be within a SNC regulated area, dated June 13, 2017.

3161 Old Norwood Rd., Peterborough, Ontario

Otonabee Region Conservation Authority Permit No. 2017-226, March 14, 2018

B1830 Concession Rd. 11, Beaverton (Thorah), Ontario

Lake Simcoe Region Conservation Authority Permit No. BRP.2016.027 for temporary trenching associated with utility line installation and construction of gravel access road, September 15, 2016

33935 Thorah Sideroad, Beaverton, Ontario

Lake Simcoe Region Conservation Authority Permit No. BRP.2016.042 for Solar System Installation, November 29, 2016

38 Stephenson Road 8 W, Huntsville, Ontario, P0B 1M0

Ministry of Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-6646449718) in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated September 21, 2016

237 Proudfoot Road, Huntsville, Ontario, POB 1MO

Ministry of Environment and Climate Change (Operations Division), Confirmation of Registration (Registration Number: R-006-7110271318) in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated October 30, 2017

84 Quesnel Road, West Nipissing, ON P2B 2V6

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-5110134660), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated June 1, 2017

84 Quesnel Road, Sturgeon Falls, ON P2B 2V6

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-1110134712), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated June 1, 2017

420 Quesnel Road, West Nipissing, ON P2B 2V9

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-1110135095), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

382 Quesnel Road, West Nipissing ON P2B 2V8

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-9110135151), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

580 Quesnel Road, West Nipissing ON P2B 2V9

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-1110135262), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

1759 Highway 43, RR 4 Merrickville ON K0G 1N0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-5110134487), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

203 Acton Drive, RR 1, Montague/ Smith Falls ON K7 5B8

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-9110134598), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 9, 2017

2694 Highway 7, Otonabee/ Indian River, ON K0L 2B0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-2512325746), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated June 25, 2015

5994 Wellington Rd 24, Hillsburgh ON N0B 1Z0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-3110114339), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated April, 2017

3189 Vern Drive, Greater Sudbury, ON P0M 1E0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-7110136139), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated May 12, 2017

Conservation Permit, issued by the Nickel District Conservation Authority, dated December 15, 2017, having permit number 2017-62.

Habitat Management Plan for Bobolink, prepared by McIntosh Perry Consulting Engineers Ltd., dated August 9, 2018 in respect to species at risk on the site;

3134 Main Street, Greater Sudbury, ON P0M 1E0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-5110136287), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated September 20, 2017

Habitat Management Plan for Bobolink, prepared by McIntosh Perry Consulting Engineers Ltd., dated August 9, 2018 in respect to species at risk on the site;

2884 Main Street, Greater Sudbury, ON P0M 1E0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-2110152193), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated June 2, 2017

Conservation Permit, issued by the Nickel District Conservation Authority, dated December 15, 2017, having permit number 2017-61.

3 Fire Route 53, Havelock, ON K0L 1Z0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-3110334665), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated January 15, 2018

313 Pipeline Road, Cramahe, ON K0K 1M0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-2110335427), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated January 15, 2018

8010 Stonehouse Road, Campbellcroft, ON L0A 1B0

Ministry of Environmental and Climate Change (Operation Division), Confirmation of Registration (Registration Number: R-006-5110334566), in accordance with Section 20.21(1)(a) of the *Environmental Protection Act* (Ontario), dated January 15, 2018

3161 Old Norwood Rd., Peterborough, Ontario

Otonabee Region Conservation Authority Permit No. 2017-226, March 14, 2018

B1830 Concession Rd. 11, Beaverton (Thorah), Ontario

Lake Simcoe Region Conservation Authority Permit No. BRP.2016.027 for temporary trenching associated with utility line installation and construction of gravel access road, September 15, 2016

33935 Thorah Sideroad, Beaverton, Ontario

Lake Simcoe Region Conservation Authority Permit No. BRP.2016.042 for Solar System Installation, November 29, 2016

Conservation Permit, issued by Ganaraska Region Conservation Authority, dated July 18, 2017, having CRCA File No. POR1 14 2017

SCHEDULE 6.1(S)**PROPERTIES****MICROFIT PROJECTS**

See attached excel spreadsheet.

C&I PROJECTS

	Project	Legal Description	Municipal Description
1.	SA1	PT LTS 17, 18 & 19 CON 5 & PT RDAL BTN LTS 18 & 19 CON 5 HUMBERSTONE (CLOSED BY BYLAW RO185603), PT 1, 59R12761; SUBJECT TO AN EASEMENT AS IN SN353866; CITY OF WELLAND PIN: 64127-0529 LRO: 59 Niagara	77 Netherby Road, Welland
2.	SA2	PT LTS 16 & 17 CON 5 & PT RDAL BTN LTS 16 & 17 CON 5 HUMBERSTONE, PT 2, 59R12761; SUBJECT TO AN EASEMENT AS IN SN353866; CITY OF WELLAND PIN: 64129-0119 LRO: 59 Niagara	129 Netherby Road, Welland
3.	SA3	PART OF LOT 2, CONCESSION 5, GORE OF THE GEOGRAPHIC TOWNSHIP OF CAMDEN, DESIGNATED AS PARTS 1, 2 & 3, 24R5380; MUNICIPALITY CHATHAM-KENT PIN: 00600-0372 LRO: 24 Kent County	1053 Wellington Street South, Dresden
4.	Ironside	BLOCK 1, PLAN 43M1876; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 PL 43R34005 AS IN PR2193162; CITY OF BRAMPTON PIN: 14249-0259 LRO: 43 Peel County	100 Ironside Drive, Brampton
5.	Saltsman	PT BLK 3, PL 58M302, PTS 1-3 58R-14484. S/T EASE OVER PT 3 58R-14484 AS IN WR9943; PT BLK 2, PL 58M302, PTS 1-4 58R-16377. S/T EASE OVER PT 7 ON 58R14285 AS IN WR10332(PARTIALLY RELEASED BY WR650642). S/T EASE OVER PT 2 58R-16377 AS IN WR38612. S/T EASE OVER PT 3 58R-16377 IN FAVOUR OF BLK 2, PL 58M302 SAVE & EXCEPT PTS 1-4 58R-16377 AS IN WR435264.; CITY OF CAMBRIDGE PIN: 22628-0181 LRO: 58 Waterloo	115 Saltsman Drive, Cambridge
6.	Savannah	LOT 7, PLAN 2M-1854, BRANTFORD CITY	195 Savannah Oaks,

	Project	Legal Description	Municipal Description
		PIN: 32220-0178 LRO: 2 Brant	Brantford
7.	Maybrook	PARCEL B-6, SECTION M1840 PT BLK B, 66M1840 PT 2, 66R15548; SUBJ TO COVN. AS IN A907606 SCARBOROUGH , CITY OF TORONTO PIN: 06050-0092 LRO: 80 Toronto	1 Maybrook Drive, Scarborough
8.	Stayner	PT LT 5 CON 10 SUNNIDALE BEING PT 1 AND PT 2 PLAN R1R38084; TOGETHER WITH AN EASEMENT OVER PT 3 51R38084 AS IN SC930388; SUBJECT TO AN EASEMENT OVER PT 2 51R38084 IN FAVOUR OF LT 6 & PT LT 5 CON 10 SUNN AS IN RO1038300 EXCEPT PTS 1 & 2 51R38084 AS IN SC930388; SUBJECT TO AN EASEMENT IN GROSS OVERPART 1 51R43512 AS IN SC1907788; TOWNSHIP OF CLEARVIEW PIN: 58207-0047 LRO: 51 Simcoe	6319 Highway 26, R.R. 2, Stayner
9.	Snow Valley	PT W1/2 LT 14 CON 6 VESPRA PT 1 & 2, 51R16730; SPRINGWATER PIN: 58357-0010 LRO: 51 Simcoe	1479 Snow Valley Road, Barrie
10.	Howard	PT SE1/4 LT 12 CON 6 ANDERDON PT 3 12R8547;; TOWN OF AMHERSTBURG PIN: 01550-0063 LRO: 12 Essex	7826 Howard Avenue, McGregor
11.	Woodlawn	PT LOT 1, CONCESSION 2, DIVISION D, TOWNSHIP OF GUELPH, PT 1, 2, 3, 4, 61R7050, S/T ROS200816 & T/W ROS200817 ; GUELPH PIN: 71358-0361 LRO: 61 Wellington	20 Woodlawn Road East, Guelph
12.	Hempstead	WENTWORTH STANDARD CONDOMINIUM PLAN NO. 411 AND ITS APPURTENANT INTEREST. THE DESCRIPTION OF THE CONDOMINIUM PROPERTY IS : PCL 2-1, SEC 62M489; LT 2, PL 62M489; S/T AS SET OUT IN SCHEDULE 'A' OF DECLARATION WE431146; CITY OF HAMILTON. PINs: 18411 - 0001 to 0094 (16 suites * 94 total units/PINs) LRO: 62 Hamilton Wentworth	(Units 1-94) 95 Hempstead Drive, Hamilton
13.	Mill Street	LOT 19 PLAN 266 HENSALL; LOT 20 PLAN 266 HENSALL; LOT 21 PLAN 266 HENSALL; LOT 22 PLAN 266 HENSALL; LOT 23 PLAN 266 HENSALL;	73 Mill Street, Hensall, Ontario

	Project	Legal Description	Municipal Description
		LOT 24 PLAN 266 HENSALL; LOT 25 PLAN 266 HENSALL; LOT 26 PLAN 266 HENSALL; PART LOT 21 CON 1 HAY AS IN R200476 EXCEPT PT 1 22R4109 & EXCEPT PARTS 1, 2 & 3, 22R6602; S/T R319589; MUNICIPALITY OF BLUEWATER PIN: 41225-0570 LRO: 22 Huron	
14.	140/150 McLevin	PCLS D-3 & Q-1, SECT M1576 PT BLK D, 66M1576 PTS 1, 2 & 3, 66R14879; BLK Q, 66M1576 PT 4 66R14879 SUBJ TO EASE & ROW OVER PT 3 66R14276 AS IN C233629 SCARBOROUGH, CITY OF TORONTO PIN: 06079-0126 LRO: 80 Toronto	140-150 McLevin Avenue, Toronto
15.	120 McLevin	PCL D-3, SECT M1576 PT BLK D, 66M1576 PTS 1 & 2, 66R13234 & PT 4, 66R14276; SUBJ TO EASE & ROW OVER PT 2, 66R13234 AS IN C163898; TOGETHER WITH EASE OVER PT 1 66R14276 AS IN C233629; SUBJ TO EASE OVER PT 1 66R8064 SCARBOROUGH, CITY OF TORONTO PIN: 06079-0124 LRO: 80 Toronto	120 McLevin Avenue, Toronto
16.	1755 Sylvestre Drive, Tecumseh	PT LT 155 CON 1 SANDWICH EAST PT 1 & 2 12R14115; S/T R1278258; TECUMSEH PIN: 75244-0414 LRO: 12 Essex	1755 Sylvestre Drive, Tecumseh
17.	1724 County Rd 20, Leamington	PT LT 17 CON A MERSEA AS IN R1432222 & R1432363 S/Y & T/W R291166; LEAMINGTON PIN: 75103-0116 LRO: 12 Essex	1724 County Rd 20, Leamington
18.	370 Erie St. East, Windsor	LTS 139, 140, 141, PT LTS 138, 142, 143 PL 122, PT PK LT 4 PL 106 DESIGNATED AS PTS 2 & 3 PL 12 R19105; CITY OF WINDSOR PIN: 01166-0529 LRO: 12 Essex	370 Erie St. East, Windsor
19.	2627 Temple Dr., Windsor	LT 2 PL 12M256 SAVE & EXCEPT PT 1 ON PL 12R-23588; WINDSOR PIN: 01352-0289 LRO: 12 Essex	2627 Temple Dr., Windsor
20.	2720 St. Etienne Blvd., Windsor	PT LTS 98 & 99, CONC 3, Sandwich EAST AS PT 1 ON 12R10658; WINDSOR AMENDED BY LO 2003 PIN: 01408-1047	2720 St. Etienne Blvd., Windsor

	Project	Legal Description	Municipal Description
		LRO: 12 Essex	
21.	55 Talbot Street West, Leamington	LT 9-13 PL 174 LEAMINGTON; PT LT 29-30 PL 174 LEAMINGTON PT 12R17234; LEAMINGTON; S/T EASEMENT OVER PT 5 PLAN 12R-22639 AS IN CE245810; LEAMINGTON PIN: 75130-0108 LRO: 12 Essex	55 Talbot Street West, Leamington
22.	24 Oak Street East, Leamington	PART LOT 7 CON 1 DESIGNATED AS PARTS 1 TO 10 PL 12R13400 & PARTS 1 & 2 PL 12R21012; T/W R1288672, R1285121; S/T & T/W A RIGHT AS IN CE90837; S/T R1538151 & R1468689 MUNICIPALITY OF LEAMINGTON PIN: 75115-0559 LRO: 12 Essex	24 Oak Street East, Leamington
23.	129 Erie Street South, Leamington	PT LT 6 CON 2 PT 1 12R10415 LEAMINGTON PIN: 75132-0001 LRO: 12 Essex	129 Erie Street South, Leamington
24.	1295 North Service Road, Burlington	PT LT 10, RCP PL 99, PART 3 & 7, 20R6963, S/T IN 619045; BURLINGTON PIN: 07127-0265 LRO: 20 Halton County	1295 North Service Road, Burlington
25.	666 Burnhamthorpe Road, Etobicoke	PT LT 1, CON RIVER ETOBICOKE, PT LT 23, CON 1 NORTHERN DIVISION FRONTING LAKE ONTARIO, EXCEPT ROW THEREIN, PT 66 FT RD ALLOW AS SHOWN ON MUNICIPAL SURVEY NO. 90; AS IN E203920; S/T EB285037L T/W EB342164, ETOBICOKE, CITY OF TORONTO PIN: 07557-0006 LRO: 80 Toronto	666 Burnhamthorpe Road, Etobicoke
26.	25 Museum Drive, Orillia	PT LT 10 CON 6 SOUTH ORILLIA BEING PTS 3, 4 & 5 51R37616; SUBJECT TO AN EASEMENT IN GROSS OVER PT 4 51R37616 AS IN SC861375; SUBJECT TO AN EASEMENT OVER PTS 3, 4 & 5 51R37616 IN FAVOUR OF PTS 10, 11, 15 & 16 51R37616 AS IN SC874061; TOGETHER WITH AN EASEMENT OVER PTS 10, 11, 15 & 16 51R37616 AS IN SC874061 PIN: 58686-0096(LT) LRO: 51 Simcoe PT LT 10 CON 6 SOUTH ORILLIA BEING PTS 6, 7, 8, 9, 17, 18 & 19 51R37616, T/W PT LT 10 CON 6 SOUTH ORILLIA PTS 18 TO 23 51R23207 AS IN RO1145266, T/W PT LT 10 CON 6 SOUTH ORILLIA PTS 3 TO 7, 10, 11, 12, 26, 27, 32, 33, 36, 37, 38, 40, 41, 42, 44, 45, 47, 48, 50, 52, 53, 55, 56, 58, 60, 61, 63,	25 Museum Drive, Orillia

	Project	Legal Description	Municipal Description
		64, 66, 68 TO 71, 73, 74, 76, 78, 79, 80, 89, 90 & 94 51R24273 AS IN LT261833, T/W PT LT 10 CON 6 SOUTH ORILLIA PTS 14, 16, 19, 21 & 28 51R24273 AS IN LT315061, T/W PT LT 10 CON 6 SOUTH ORILLIA PTS 85, 88, 89, 92, 94 & 95 51R24273 & PT 1 51R27352; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 6, 7, 8, 9, 17, 18 & 19 51R37616 AS IN LT261828; SUBJECT TO AN EASEMENT OVER PTS 7 & 18 51R37616 IN FAVOUR OF PTS 1, 2, 3, 4, 7 & 9 51R23207 AS IN LT261834; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 18 & 19 51R37616 AS IN SC861375; SUBJECT TO AN EASEMENT OVER PTS 6, 7, 8, 9, 17, 18 & 19 51R37616 IN FAVOUR OF PTS 10, 11, 15 & 16 51R37616 AS IN SC874061; TOGETHER WITH AN EASEMENT OVER PTS 10, 11, 15 & 16 51R37616 AS IN SC874061; SUBJECT TO AN EASEMENT IN GROSS OVER PT 9 51R37616 AS IN RO1124416; CITY OF ORILLIA PINs: 58686-0098 LRO: 51 Simcoe	
27.	329 Parkside Drive, Waterdown	PT LT 6, CON 4 EAST FLAM, FIRSTLY: AS IN VM220156 ; S/T EF23947 AND SECONDLY: BEING PT 1, 2 & 3 ON 62R-15317 EXCEPT PT 2 ON 62R-15829; S/T EASM'T OVER PT 2 ON 62R-15317 AS IN EF21375; S/T EASM'T OVER PT 1 & 2 ON 62R-15829 AS IN WE34586; S/T EF21698, IF ANY; CITY OF HAMILTON PIN: 17514-0227 LRO: 62 Hamilton Wentworth	329 Parkside Drive, Waterdown
28.	71 City View Drive, Toronto	PT LT 13 PLAN 4790 AS IN EB531815 S/T EB319882 "DESCRIPTION IN TB733496 MAY NOT BE ACCEPTABLE IN FUTURE" ETOBICOKE, CITY OF TORONTO PIN: 07415-0052 LRO: 80 Toronto	71 City View Drive, Toronto
29.	1390 Advance Road, Oakville	PT LT 24, CON 3 TRAPALGAR, SOUTH OF DUNDAS STREET, PART 8 AND 9, 20R8972; S/T 815081 "& S/T 601966"; OAKVILLE "AMENDED AUG 4 '99 J. MENARD" PIN: 24848-0019 LRO: 20 Halton County	1390 Advance Road, Oakville
30.	1389 Advance Rd., Oakville	PT LT 24, CON 3 TRAF SDS, PTS 2, 3 20R9713; S/T 601966; TOWN OF OAKVILLE PIN: 24848-0024 LRO: 20 Halton County	1389 Advance Rd., Oakville

	Project	Legal Description	Municipal Description
31.	600 Gillard St., Wallaceburg	LT 44 RCP 784; CHATHAM-KENT PIN: 00578-0098 LRO: 24 Kent County	600 Gillard St., Wallaceburg
32.	196 Erie Street North, Wheatley	PART OF LOT 218, NORTH TALBOT ROAD, GEOGRAPHIC TOWNSHIP OF MERSEA, DESIGNATED AS PART 1, 24R7905, S/T INTEREST, IF ANY, IN 24353, 263085, 279473, 420959; CHATHAM-KENT PIN: 00837-0252 LRO: 24 Kent County	196 Erie Street North, Wheatley
33.	1212 North Street, Dresden	PT PARKLT 9 PL 133 AS IN 280633; CHATHAM-KENT PIN: 00599-0229 LRO: 24 Kent County	1212 North Street, Dresden
34.	49 Bond Avenue, Chatham	BLK A, PLAN 619 AND PT LT 22, NORTH MIDDLE ROAD, DESIGNATED AS PARTS 2, 3, 4, 6, 10, 11, 12 AND 13, 24R10278, GEOGRAPHIC TOWNSHIP OF TILBURY NORTH, FORMERLY THE TOWN OF TILBURY; MUNICIPALITY CHATHAM-KENT PIN: 00802-0266 LRO: 24 Kent County	49 Bond Avenue, Chatham
35.	11 Dansk Crt, Etobicoke	PART OF LOT 38, CONCESSION 3, NORTHERN DIVISION FRONTING THE HUMBER, DESIGNATED AS PARTS 1,2,7, AND 11 ON PLAN 66R-23829. S/T EASE OVER PARTS 3 AND 10 ON PLN 66R-5853 AS IN B331869 PARTIALLY RELEASED BT A713707 AND C179662; S/T EASE OVER PART 3 ON PLN 66R-5853 AS IN B296831 PARTIALLY RELEASED BY A713706; S/T B296831. S/T EASE OVER PT 7 ON PLN 66R-23829 IN FAVOUR OF PTS 3,4,5,6,8,9 AND 10 ON PLN 66R-23829 FOR THE PURPOSES AS IN AT1945731. T/W EASE OVER PTS 5,6, AND 8 ON PLN 66R-23829 FOR THE PURPOSES AS IN AT1945731. S/T EASE OVER PTS 7 AND 11 ON PLAN 66R-23829 IN FAVOUR OF PTS 3,4,5,6,8,9 AND 10 ON PLN 66R-23829 FOR THE PURPOSES AS IN AT1945731. T/W EASE OVER PTS 5,6,8,9 AND 10 ON PLN 66R-23829 FOR THE PURPOSES AS IN AT1945731. T/W EASE OVER PT 9 ON PLN 66R-23829 FOR THE PURPOSES AS IN AT1945731. CITY OF TORONTO PIN: 07367-0111 LRO: 80 Toronto	11 Dansk Crt, Etobicoke
36.	30 Curtis Ave North, Paris	PT BLK 13, PL 492; PT MISCELLANEOUS GORE FRONTING LT 28, CON 1, SOUTH DUMFRIES; PT 1, 2R2663 & PT 4, 2R1947; S/T RESERVATION OF	30 Curtis Ave North, Paris

	Project	Legal Description	Municipal Description
		MINES AND MINERALS IN A167903; PARIS PIN: 32050-0247 LRO: 2 Brant	
37.	2333 Wyecroft Road (Units 1-12), Oakville	(UNITS 1-12), LEVEL 1, HALTON CONDOMINIUM PLAN NO. 193; PT LT 2 PL 20M427, PTS 1, 2 & 3 20R8948, AS IN SCHEDULE 'A' OF DECLARATION H442665; S/T H481522, H495867 OAKVILLE PIN: 25492-0001 to 0012 (inclusive - PINs for all 12 units) LRO: 20 Halton County	2333 Wyecroft Road (Units 1-12), Oakville
38.	405 Eastport Blvd, Hamilton	THE BED OF HAMILTON HARBOUR IN FRONT OF LT 14, 15, 16, 17, 18, 19, 20 CON 1 & BF BARTON; LT 37-38, 115-119 PL 32; PT LT 10 CON BF BARTON AS IN HL129085; PT WATER LT IN FRONT OF LT 10 CON BF BARTON; PT LT 11 CON BF BARTON; PT WATER LT IN FRONT OF LT 11 CON BF BARTON; PT LT 12 CON BF BARTON; PT WATER LT IN FRONT OF LT 12 CON BF BARTON; PT LT 13 CON BF BARTON; PT WATER LT IN FRONT OF LT 13 CON BF BARTON PT 1 TO 6 62R5568 & AS IN HA154384, HA160724, HA272117, DP10947, NS15849, NS39819, NS120959, NS143483, NS170676, NS203749, NS260144, NS267325, HL49923, HL50417, HL97631, HL119030, HL129085, AB64335, AB166226, CD225080; PT RDAL BTN LT 12 & 13 CON BF BARTON (CLOSED BY AB267183) AS IN AB321448, S/T AB147043, S/T CD352691, S/T CD108156, S/T CD86924, S/T CD61176, S/T AB305049, S/T AB175255, S/T HL319845, S/T CD86924; PT LT 1 CON BF BARTON PT LT 32, 33, 34 CON BF SALTFLEET, PT WATER LT IN FRONT OF LT 1, 2, 3 CON BF BARTON AS IN NS205927 EXCEPT NS290232, NS205929 & AS IN HL276542, AB50005 & EXCEPT AB110034, NS180603, NS188406, NS286294; PT LANDS COVERED WITH WATER IN FRONT OF LT 4 CON BF BARTON AS IN AB286178; PT LANDS COVERED WITH WATER IN FRONT OF LT 31 TO 34 CON BF SALTFLEET & IN FRONT OF RDAL BTN LT 32 & 33 CON BF SALTFLEET AS IN AB37900 & AS IN AB286174 EXCEPT PT 1 TO 7 & 9 TO 11 62R15661 & EXCEPT NS230407; PT LT 34 CON BF SALTFLEET, PT WATER LT IN FRONT OF LT 34 CON BF SALTFLEET AS IN HL95285 & NS283117 EXCEPT AB38912; PT BURLINGTON BEACH (UNREGISTERED) W/S BEACH RD PT OF PT 2 62R5825; PT THE BED OF HAMILTON HARBOUR AKA LAND COVERED WITH WATER ALL OF THE BAY IN FRONT OF THE CITY AS IN NS143483, AB286173, AB286177, HL146208, HL262724, NS36883, NS76043, NS87000, NS87001, NS87002, NS103789, NS120267, NS138923, NS205927,	405 Eastport Blvd, Hamilton

	Project	Legal Description	Municipal Description
		NS283117, HL40092, HL49923, HL50417, HL95285, HL97631, HL119031, HL261206, HL276542, HL319845, AB37900 PT 13, 14 62R6918, PT 1 62R6974 EXCEPT PT 12 62R6918, NS290232, NS205929, NS230407, SA44098, HL269474, AB38912, AB286179, AB286180, CD280084, AB15552, PT 1 62R1159, 62R15663, 62R15142, 62R5914; S/T AB219412, AB321448E, CD175577, CD207475, CD210245, CD280243, CD280244, HL261206, SA19615, VM213672, VM234017, VM250815; CITY OF HAMILTON; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1,2,3,4 & 5 ON 62R19121 AS IN WE826418 PIN: 17579-0086 LRO: 62 Hamilton Wentworth	
39.	275 Victoria St, St. Marys	PART LOT 20 CONCESSION 17 BLANSHARD PARTS 1, 3, 6, 7, 11, 12, 16 & 17, 44R6045; TOWN OF ST. MARYS PIN: 53245-0288 (LT) LRO: 44 Perth	275 Victoria St, St. Marys
40.	565 Richmond St., Chatham	PART LOTS 21 & 22, CONCESSION 1, EASTERN BOUNDARY, GEOGRAPHIC TOWNSHIP OF RALEIGH, DESIGNATED AS PART 4, 24R9036; SUBJECT TO AN EASEMENT OVER PART OF LOTS 21 & 22, CON 1, RALEIGH, DESIGNATED AS PART 4, 24R9036 IN FAVOUR OF PART OF LOT 21, CON 1, RALEIGH, DESIGNATED AS PARTS 1, 2 & 3, 24R8797, PART OF LOT 21, CON 1, RALEIGH, DESIGNATED AS PART 12, 24R9036 AND PART OF LOT 21, CON 1, RALEIGH, DESIGNATED AS PARTS 3 & 15, 24R9036 AS IN CK55251; EASEMENT CK55251 RELEASED AS TO PARTS 11, 12, 13 & 14, PLAN 24R10448 BY CK153979; TOGETHER WITH AN EASEMENT OVER PART OF LOT 21, CON. 1, EB, RALEIGH, DESIGNATED AS PARTS 7 & 8, 24R9036 AS IN CK57480; EASEMENT CK57480 RELEASED AS TO PARTS 11, 12, 13 & 14, PLAN 24R10448 BY CK153976; TOGETHER WITH AN EASEMENT OVER PART OF LOT 21, CON 1, RALEIGH, DESIGNATED AS PARTS 1, 2 & 3, 24R8797 AND PARTS 3, 12 & 15, 24R9036 AND PART OF LOT 22, CON 1, RALEIGH, DESIGNATED AS PART 1, 24R9036 AS IN CK55252; EASEMENT CK55252 RELEASED AS TO PARTS 11, 12, 13 & 14, PLAN 24R10448 BY CK153977; MUNICIPALITY CHATHAM-KENT PIN: 00524-0622 LRO: 24 Kent County	565 Richmond St., Chatham
41.	2100 Main St,	PCL 51064 SEC SES; PT LT 8 CON 6 BLEZARD PT 1	2100 Main St, Val Caron

	Project	Legal Description	Municipal Description
	Val Caron	53R15517; S/T EASEMENT IN GROSS OVER PT 1 53R17083 AS IN SD42645; GREATER SUDBURY PIN: 73501-0090 LRO: 53 Sudbury	
42.	25 Oriole Pkwy, Elmira	PT LT 5 RCP 1331 WOOLWICH PT 1 & 3, 58R4951 EXCEPT PT 1 58R6446; S/T 373259, 699792; WOOLWICH; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 PL 58R19197 AS IN WR1023106 PIN: 22217-0073 LRO: 58 Waterloo	25 Oriole Pkwy, Elmira
43.	490 Elgin St., Brantford	PT LT 41 CON 4 BRANTFORD TWP PTS 1,2,3 2R6214; BRANTFORD CITY; S/T EASE TB57378 ON PT 2 2R6214 PIN: 32118-0039 LRO: 2 Brant	490 Elgin St., Brantford
44.	192 Mary Street, Brantford	LT 11 PL 692 BRANTFORD CITY; CITY OF BRANTFORD PIN: 32108-0209 LRO: 2 Brant	192 Mary Street, Brantford
45.	46 Zatonski Ave., Brantford	CONSOLIDATION OF VARIOUS PROPERTIES PT LT 29, 30, PT RESERVE BLK 53, PT HOPTREE LANE (CLOSED BY BC43648), PL 2M1854, PT 1, 2R6157, PT 2, 4, 2R6691; BRANTFORD CITY PIN: 32220-0300 LRO: 2 Brant	46 Zatonski Ave., Brantford
46.	80 Second Ave. West, Simcoe	LT 2-6 BLK 7 PL 182; PT LT 1 BLK 7 PL 182; PT BLK 8 PL 182; PT UPPER MILL POND PL 182 PT 4, 5 & 8 37R2080 S/T & T/W NR587819; NORFOLK COUNTY PIN: 50189-0045 LRO: 37 Norfolk	80 Second Ave. West, Simcoe
47.	107 & 109 Greenock Street East, Port Dover	PT LT A BLK 12 PL 207; PT RAILWAY LT 22 PL 207 PT2 37R7194; NORFOLK COUNTY PIN: 50253-0099 LRO: 37 Norfolk PT RAILWAY LT 16 PL 207; PT RAILWAY LT 22 PL 207; PT LT A BLK 12 PL 207; PT LT C BLK 98 PL 207; PT LT 33 BLK 100 PL 207 PT 3 37R7194 EXCEPT MRO PT 1 37R4560; S/T NR528868; NORFOLK COUNTY; PIN: 50253-0100 LRO: 37 Norfolk	107 & 109 Greenock Street East, Port Dover

	Project	Legal Description	Municipal Description
48.	24 Norfolk Street, Simcoe	9-11 BLK 75 PL 182; PT LT 12, 3-8 BLK 75 PL 182 AS IN NR562216 T/W NR562216 (FOURTHLY DESCRIBED); NORFOLK COUNTY PIN: 50225-0088 LRO: 37 Norfolk	24 Norfolk Street, Simcoe
49.	54 Parkway Ave., Markham	PCL 13-1 SEC MA8; PT LT 13 CON 8 PT 1 66R3173 ; MARKHAM. S/T EASE OVER PT 1, 66R3173, IN FAVOUR OF ROGERS CABLE INC., AS IN YR421228 PIN: 02925-0268 LRO: 65 York Region	54 Parkway Ave., Markham
50.	330 Sovereign Rd., London, ON, N6M 1A8	PARCEL 1-55, SECTION 33-L-B PART LOT 1 CONCESSION "B" DESIGNATED PART 1 33R7797 LONDON/LONDON TOWNSHIP PIN: 08131-0053 LRO: 33 Middlesex County	330 Sovereign Rd., London, ON, N6M 1A8
51.	363 Sovereign Rd., London, ON, N6M 1A3	PARCEL 1-7, SECTION 33-L-B PARK LOT 1 CONCESSION "B" DESIGNATED PART 7 33R3716 LONDON/LONDON TOWNSHIP PIN: 08131-0007 LRO: 33 Middlesex County	363 Sovereign Rd., London, ON, N6M 1A3
52.	570 Industrial Rd., London, ON, N5V 1V1	PART LOT 4 PLAN 848 AS IN 641980 LONDON/LONDON TOWNSHIP PIN: 08127-0153 LRO: 33 Middlesex County	570 Industrial Rd., London, ON, N5V 1V1
53.	85 Midpark Rd., London, ON, N6N 1B2	PT LT 18 CON 2, PT 11 MRD184 SUBJECT TO 539966 LONDON/WESTMINSTER PIN: 08484-0030 LRO: 33 Middlesex County	85 Midpark Rd., London, ON, N6N 1B2
54.	2449 Dundas St. E., London, ON, N5V 3C8	PART LOTS 2, 3, 4, 5, 9 & 10 PLAN 17; AS IN 657308, 739511 NORTH DORCHESTER TWP PIN: 08172-0002 LRO: 33Middlesex County	2449 Dundas St. E., London, ON, N5V 3C8
55.	2200 Wharncliffe Road S., London, ON, N6P 1L1	PART LOTS 18&19, ALL LOT 26, PLAN 722 AS IN 376252 LONDON PIN: 08221-0007 LRO: 33 Middlesex County	2200 Wharncliffe Road S., London, ON, N6P 1L1
56.	1717 Oxford St. E., London., ON, N5V 2Z5	PART LOT 76, PLAN 19, AS IN 732100 LONDON/LONDON TOWNSHIP PIN: 08108-0007	1717 Oxford St. E., London., ON, N5V 2Z5

	Project	Legal Description	Municipal Description
		LRO: 33 Middlesex County	
57.	760 Wharncliffe Rd S., London, ON, N6J 2N4	PT LT 30 CON, 1 PT 1 33R2595 LONDON/WESTMINSTER PIN: 08459-0005 LRO: 33 Middlesex County	760 Wharncliffe Rd S., London, ON, N6J 2N4
58.	Marina del Rey	PART BLOCK J PLAN 687 MARA, PART 1 51R18273; TOGETHER WITH AN EASEMENT AS IN RO948614; TOWNSHIP OF RAMARA PIN: 74020-0205 LRO: 51 Simcoe BLOCK C PLAN 687 MARA; TOGETHER WITH EASEMENT AS IN RO948614; TOWNSHIP OF RAMARA PIN: 74020-0204 LRO: 51 Simcoe	4130 Bayview Avenue, Orillia
59.	247 Kingsley Road, Picton	PT LT 1 & 2 CON SE CARRYING PLACE HALLOWELL; PTS 1,2,3 47R8322; S/T EC1170; T/W EC2619; SUBJECT TO AN EASEMENT IN GROSS OVER PT 1 47R8743 AS IN EC39887; COUNTY OF PRINCE EDWARD PIN: 55074-0440 (LT) LRO: 47 Prince Edward	247 Kingsley Road, Picton
60.	15860 Loyalist Parkway, Bloomfield	PT LT 6-7 CON 1 NORTHWEST OF WEST LAKE HALLOWELL PT 3, 4, 5 47R6545; PRINCE EDWARD PIN: 55050-0180 (LT) LRO: 47 Prince Edward	15860 Loyalist Parkway, Bloomfield
61.	553 County Road 22, Picton	PT LT 24 CON 2 MILITARY TRACT HALLOWELL PT 1 47R7009; T/W PE152038; SUBJECT TO AN EASEMENT IN GROSS OVER PT 6 47R8376 AS IN EC18370; COUNTY OF PRINCE EDWARD PIN: 55075-0106 (LT) LRO: 47 Prince Edward	553 County Road 22, Picton
62.	473 South Big Island Road, Demorestville	PART LOT 14, BIG ISLAND SOPHIASBURGH, PART 1, PLAN 47R7943, SAVE AND EXCEPT PART 1, PLAN 47R8957; COUNTY OF PRINCE EDWARD PIN: 55040-0148 (LT) LRO: 47 Prince Edward PART LOT 14, BIG ISLAND SOPHIASBURGH, PART 1, PLAN 47R8957; COUNTY OF PRINCE EDWARD PIN: 55040-0147(LT)	473 South Big Island Road, Demorestville

	Project	Legal Description	Municipal Description
		LRO: 47 Prince Edward	
63.	162 Fish Lake Rd, Demorestville	PT LT 34-35 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 2 RD9 T/W PE111452; PRINCE EDWARD PIN: 55046-0075 (LT) LRO: 47 Prince Edward	162 Fish Lake Rd, Demorestville
64.	1944 County Road 5, Picton	BLK B PL 4 GORE D SOPHIASBURGH; PT LT S.VANMEAR PL 4 GORE D SOPHIASBURGH AS IN PE31836 LYING E OF COUNTY RD # 5; S/T INTEREST IN PE179645; PRINCE EDWARD PIN: 55046-0082 (LT) LRO: 47 Prince Edward	1944 County Road 5, Picton
65.	1036 Gilead Rd, Bloomfield	LT 5, 7 RCP 31 HALLOWELL EXCEPT PT 1 47R3553; S/T PE101088 & PE102343; PRINCE EDWARD PIN: 55035-0139 (LT) LRO: 47 Prince Edward	1036 Gilead Rd, Bloomfield
66.	3154 County Road 1, Bloomfield	LT 6 RCP 33 HALLOWELL; PRINCE EDWARD PIN: 55036-0203 (LT) LRO: 47 Prince Edward	3154 County Road 1, Bloomfield
67.	13644 Loyalist Parkway, Picton	PT LT 17 CON 2 MILITARY TRACT HALLOWELL AS IN PE143051 (PCL 1), EXCEPT PT 1 47R2293, PT 1 47R5716, PT 1 47R8183; S/T INTEREST IN PE143051; PRINCE EDWARD PIN: 55049-0360 (LT) LRO: 47 Prince Edward	13644 Loyalist Parkway, Picton
68.	48 Nery Avenue, Picton	PT LT 1 & 22 CON SE CARRYING PLACE; PT RDAL BTN LT 1 & 22 CON SE CARRYING PLACE CLOSED BY PE62551; PTS 1,2,3,4,5 47R8341; S/T OVER PT 1 47R8341 AS IN HW16091; S/T OVER PT 5 47R8341 AS IN EC862; S/T OVER PT 2 & 3 47R8341 AS IN EC1164; T/W EC2619; HALLOWELL; PRINCE EDWARD; PIN: 55074-0441 (LT) LRO: 47 Prince Edward	48 Nery Avenue, Picton
69.	Derby Works Yard	PART LOT 3 CONCESSION 5 DERBY BEING PART 1 PLAN 16R4925 AND PARTS 1, 2, 3 & 4 PLAN 16R11282; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 & 4 PLAN 16R11282 IN FAVOUR OF PART LOT 3 CONCESSION 5 DERBY PART 1 PLAN 16R1321 EXCEPT PARTS 1, 2, 3 & 4 PLAN 16R11282 AS IN GY180017; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3 & 4 PLAN 16R11282 IN FAVOUR OF PART LOT 3 CONCESSION 5 DERBY	62190 Side Road 3, RR# 3, Owen Sound, Ontario, N4K 5N5

	Project	Legal Description	Municipal Description
		PART 1 PLAN 16R1321 EXCEPT PARTS 1, 2, 3 & 4 PLAN 16R11282 AS IN GY180017; TOWNSHIP OF GEORGIAN BLUFFS PIN 37082-0128 LRO: 16 Grey	
70.	81605 Side Road 6, RR# 4, Tara, Ontario	PT LT 7 CON 8 DERBY AS IN R258695; S/T DEBTS IN R208738; GEORGIAN BLUFFS; PIN 37079-0082 LRO: 16 Grey	81605 Side Road 6, RR# 4, Tara, Ontario, N0H 2N0
71.	IP Compost Site	PARKLT 10 RANGE 9 EGR PL OWEN SOUND; PT PARKLT 9 RANGE 9 EGR PL OWEN SOUND; PT PARKLT 9 RANGE 8 EGR PL OWEN SOUND PT 1 & 2, 16R7694, PT 3, 16R1193 & PT 8, 16R337 EXCEPT PT 1, 16R1193 AND EXCEPT PART 1 PLAN 16R10752; CITY OF OWEN SOUND; PIN 37061-0253 LRO: 16 Grey	Pk Lt 10 & Pk Lot 9 Range 9 EGR Pl Owen Sound; Pt Pk Lt 9 Range 8 EGR Owen Sound; Pt 1 & 2 16R7694, Pt 3 16R1193 & Pt 8 16R337 except Pt 1, Owen Sound, Ontario, N4K 5N3
72.	IP Public Works	PART OF PARK LOTS 6, 7 AND 8, RANGE 8 EAST OF THE GARAFRAXA ROAD, PLAN OWEN SOUND, PART 1 PLAN 16R10287 EXCEPT PARTS 1, 2 AND 4 PLAN 16R10530, PART 3 PLAN 16R3728 AND PART 3, PLAN 16R5091; CITY OF OWEN SOUND; PIN 37061-0265 LRO: 16 Grey	2125 18 th Avenue East, Owen Sound, Ontario, N4K 1W8
73.	IP Rail Trail	PT PARKLT 8 RANGE 10 EGR PL OWEN SOUND PT 6 16R4708; OWEN SOUND; PIN 37060-0137 LRO: 16 Grey	Pt Park Lot 8 Range 10 EGR Pl Owen Sound Pt 6 16R4708; Owen Sound RR# 1, Owen Sound, Ontario, N4K 5N3
74.	Plantagenet	N 1/2 LT 18 CON 4 NORTH PLANTAGENET; ALFRED/PLANTAGENET; PIN 54107-0157 LRO: 46 Prescott	North 1/2 Lot 18, Concession 4, Plantagenet
75.	238 Neil MacGregor Rd, Grafton, Ontario	PT LT 1 CON 3 HALDIMAND PT 1, 2, 3, 4, 5 & 6 39R8944 EXCEPT PT 1 & 2 39R12478; S/T CB27594 & CB79454, CB23375, AMENDED BY PLCG330; ALNWICK/HALDIMAND; TOWNSHIP OF ALNWICK/HALDIMAND; PIN 51132-0503 LRO: 39 Northumberland	238 Neil MacGregor Rd, Grafton, Ontario

	Project	Legal Description	Municipal Description
		PT LT 1 CON 3 HALDIMAND PT 1 39R12478; ALNWICK/HALDIMAND; TOWNSHIP OF ALNWICK/HALDIMAND; PIN 51132-0504 LRO: 39 Northumberland	
76.	332 King's Wharf Rd., Kawartha Lakes, Ontario	PT N1/2 LT 6 CON 13 EMILY AS IN VT79993, EXCEPT PT 11 & 12, 57R4040, PT 1 57R6325; KAWARTHA LAKES; PIN 63248-0075 LRO: 57 Victoria	332 King's Wharf Rd., Kawartha Lakes, Ontario
77.	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario	PT LT 32 CON 4 CRAMAHE PT 1 38R1574 EXCEPT PT 1, 2 38R4368, PT 1 39R6477 S/T CL95459; S/T CR12041; CRAMAHE; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1,2,3,4,5,6,7,8,9,10 AND 11 ON 39R12928 AS IN ND101109; PIN 51133-0100 LRO: 39 Northumberland	495 Percy Street/495 County Rd. 25 (a.k.a. County Rd. 31), Colborne, Ontario
78.	1209 Crowley Line, RR6, Peterborough, Ontario	W 1/2 LT 14 CON 12 OTONABEE S/T THE RIGHTS OF OWNERS OF ADJOINING PARCELS, IF ANY, UNDER R494119; OTONABEE-SOUTH MONAGHAN; PIN 28148-0073 LRO: 45 Peterborough	1209 Crowley Line, RR6, Peterborough, Ontario
79.	2721 Highway 134, Douro, Ontario	PT W1/2 LT 1 CON 6 DOURO AS IN R568451; DOURO-DUMMER; PIN 28172-0108 LRO: 45 Peterborough	2721 Highway 134, Douro, Ontario
80.	3161 Old Norwood Rd., Peterborough, Ontario	PART LOTS 28 & 29 CONCESSION 7 OTONABEE AS IN R733088 EXCEPT PARTS 1 & 2 45R15806, PART 1 45R16470, PARTS 1,2,3 45R17255; SUBJECT TO AN EASEMENT AS IN S12084; SUBJECT TO AN EASEMENT AS IN S9289; SUBJECT TO AN EASEMENT AS IN S9316; TOGETHER WITH AN EASEMENT OVER PART LOT 29 CONCESSION 7 OTONABEE PART 2 45R15806 AS IN PE221282 (PARTIALLY RELEASED BY PE378223); TOGETHER WITH AN EASEMENT OVER PART LOT 29 CONCESSION 7 OTONABEE PART 3 45R15806 AS IN PE221283 (PARTIALLY RELEASED BY PE378224); TOWNSHIP OF OTONABEE-SOUTH MONAGHAN PIN: 28161-0261 LRO: 45 Peterborough	3161 Old Norwood Rd., Peterborough, Ontario

	Project	Legal Description	Municipal Description
		FIRSTLY: PART LOT 27, CONCESSION 7 OTONABEE AS IN R678178; S/T R120631, S11975; SECONDLY: PART LOT 28, CONCESSION 7 OTONABEE, PARTS 1, 2 & 3 PLAN 45R17255; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 45R17255 AS IN S12084; TOWNSHIP OF OTONABEE-SOUTH MONAGHAN PIN: 28161-0263 LRO: 45 Peterborough	
81.	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario	PT LT 6 CON 10, THORAH AS IN D11275 *S/E LANDS IN D19831, S/T CO98131; *AMENDED 2000 06 12 BY A. ROBERTSON; TOWNSHIP OF BROCK; PIN 72050-0117 LRO: 40 Durham	B1830 Concession Rd. 11, Beaverton (Thorah), Ontario
82.	33935 Thorah Sideroad, Beaverton, Ontario	PT LT 5 CON 10, THORAH AS IN D455711; S/T CO91657 BROCK; PIN 72050-0120 LRO: 40 Durham	33935 Thorah Sideroad, Beaverton, Ontario
83.	Meaford	PT LT 47-48 PL 309 MEAFORD; PT LT 13 CON 4 ST. VINCENT AS IN R519976 & PT 1 16R8083 EXCEPT PT 1 16R9243; S/T R191442; S/T R191443; MEAFORD PIN: 37118-0116 LRO: 16 Grey	206497 Highway 26, Meaford
84.	Welland	PT TWP LTS 250 & 251 THOROLD AS IN RO256863 EXCEPT PT 1 59R1434; TOGETHER WITH AN EASEMENT OVER PT 1 ON 59R14212 AS IN SN308559; SUBJECT TO AN EASEMENT OVER PART 2, 59R2431 AS IN RO335255; CITY OF WELLAND PIN: 64092-0134 LRO: 59 Niagara South	180-200 Fitch Street, Welland
85.	93 Healey Rd., Bolton, ON L7E 5A9	PT LT 20 PL 940 BOLTON; LT 21 PL 940 BOLTON PTS 2, 4, 5 & 6, 43R6902 ; S/T VS218680 CALEDON PIN: 14325-0099 LRO: 43 Peel	93 Healey Rd., Bolton, ON L7E 5A9
86.	649 South Service Rd., Grimsby, ON L3M 4E8	PT LT 21 CON 1 NORTH GRIMSBY PT 1 30R491 S/T RO442447; S/T RO745535; GRIMSBY PIN: 46001-0072	649 South Service Rd., Grimsby, ON L3M 4E8

	Project	Legal Description	Municipal Description
		LRO: 30 Niagara North	
87.	20682 Hurontario Street, Caledon, ON L7K 1X1	PT LT 27, CONC 1 WHS(CAL) AS IN FIRSTLY VS123308 S&E PT 1, EXPROP. PL PR637839; T/W VS123308; CALEDON PIN: 14280-0294 LRO: 43 Peel	20682 Hurontario Street, Caledon, ON L7K 1X1
88.	354 Tiffin Street, Barrie, ON L4N 9W7	PT LT 25 CON 6 VESPRA PT 1, 51R18925; VESPRA PIN: 58766-0035 LRO: 51 Simcoe	354 Tiffin Street, Barrie, ON L4N 9W7
89.	265 Industrial Rd., Cambridge, ON N3H 4R9	LT 11 PL 1427 CAMBRIDGE; CAMBRIDGE PIN: 03767-0081 LRO: 58 Waterloo	265 Industrial Rd., Cambridge, ON N3H 4R9
90.	305 Industrial Rd., Cambridge, ON N3H 4R7	LT 12-13 PL 1427 CAMBRIDGE; S/T WS651941; CAMBRIDGE PIN: 03767-0082 LRO: 58 Waterloo	305 Industrial Rd., Cambridge, ON N3H 4R7
91.	Rising Sun - 38 Stephenson	PT LT 23-24 CON 9 STEPHENSON AS IN DM329278; HUNTSVILLE ; THE DISTRICT MUNICIPALITY OF MUSKOKA PIN: 48124-0373 LRO: 35 Muskoka	38 Stephenson Road 8 W, Huntsville, Ontario, P0B 1M0
92.	Rising Sun - Old Muskoka	PART LOT 27 CONCESSION 12 STEPHENSON PART 1 ON 35R25673; TOGETHER WITH AN EASEMENT OVER PART OF LOT 26 CONCESSION 12, PART 1 ON PLAN 35R25881 AS IN MT209757; TOWN OF HUNTSVILLE; PIN: 48124-1113 (LT) LRO: 35 Muskoka	237 Proudfoot Road, Huntsville, Ontario, POB 1MO
93.	ON-11-0168	PT LT 24 CON 2 MONTAGUE AS IN RS96256 S OF RAILWAY EXCEPT PT 11, 27R985; MONTAGUE; SUBJECT TO AN EASEMENT IN GROSS OVER PART 1, 27R-11125 AS IN LC189731	203 Acton Drive, RR1, Montague/ Smiths Falls, ON K7A 5B8

	Project	Legal Description	Municipal Description
		PIN 05262-0004 LRO: 27 Lanark	
94.	ON-11-0074	PT LT 21 CON A MONTAGUE AS IN RS50234 EXCEPT PT 1, 27R7173; MONTAGUE PIN 05261-0028 LRO: 27 Lanark	1759 Highway 43, RR 4 Merrickville, ON K0G 1N0
95.	GG3-005	PART OF LOT 1 CONCESSION B SPRINGER PART 2, 36R14896; MUNICIPALITY OF WEST NIPISSING PIN: 49087-0599 (LT) LRO: 36 Nipissing PCL 12142 SEC NIP; PART LOT 1 CONCESSION B SPRINGER AS IN NP6669 EXCEPT LT82748 AND PART 1, 36R14896; MUNICIPALITY OF WEST NIPISSING PIN 49087-0600 (LT) LRO: 36 Nipissing	84 Quesnel Road West Nipissing, ON P2B 2V6
96.	GG3-006	PT LT 1 CON B SPRINGER AS IN LT13837 EXCEPT PT 1-5, 36R9099 & EXCEPT PARTS 1 & 2 & 3, 36R13608; MUNICIPALITY OF WEST NIPISSING; PIN: 49087-0496 LRO: 36 Nipissing	84 Quesnel Road E Sturgeon Falls, ON P2B 2V6
97.	GG3-014	PCL 15746 SEC NIP; PT BROKEN LT 4 CON B SPRINGER AS IN NP8338 EXCEPT PT 1, NR771 & PT 1, 36R9877; WEST NIPISSING; DISTRICT OF NIPISSING PIN: 49087-0335 LRO: 36 Nipissing	420 Quesnel Rd, West Nipissing, ON P2B 2V9
98.	GG3-015	PART LOT 3 CONCESSION B SPRINGER AS IN NP2041; EXCEPT PARTS 1 AND 2 PLAN 36R14671; MUNICIPALITY OF WEST NIPISSING PIN: 49087-0598(LT) LRO: 36 Nipissing	382 Quesnel Road, West Nipissing, ON P2B 2V8

	Project	Legal Description	Municipal Description
99.	GG3-016	PCL 2241 SEC NIP; W 80 ACRES LT 5 CON B SPRINGER EXCEPT PT 1 & 2, 36R9988 T/W PT 2, 36R9988 AS IN LT349687; WEST NIPISSING ; DISTRICT OF NIPISSING PIN: 49087-0294 LRO: 36 Nipissing	580 Quesnel Rd, West Nipissing, ON P2B 2V9
100.	ON-13-0084	PCL 2432 SEC SWS; E 1/2 OF E 1/2 LT 1 CON 6 RAYSIDE EXCEPT LT54619; S/T LT183483, LT85621; GREATER SUDBURY PIN: 73345-0549 LRO: 53 Sudbury	3189 Vern Drive, Blezard Valley, Greater Sudbury, ON P0M 1E0
101.	ON-13-0085	PCL 609 SEC SES; W 1/2 LT 12 CON 6 BLEZARD EXCEPT LT304 & PT 27 LT214322, LT 2 TO 4 EXPROP PL M718 & LT 1 EXPROP PL M762; S/T LT183483; GREATER SUDBURY PIN: 73500-0125 LRO: 53 Sudbury	3134 Main Street, Blezard Valley, Greater Sudbury, ON P0M 1E0
102.	ON-13-0091	PT LT 11 CON 6 BLEZARD AS IN NP1217 EXCEPT PT 19 LT214322, PT 9 LT211706, PTS 1, 2 & 3 53R12429, PT 1 & 2 53R15421, PT 13 53R17482 & PTS 1 & 2 53R17961; S/T LT195464; GREATER SUDBURY PIN: 73500-0428 LRO: 53 Sudbury	2884 Main Street, Blezard Valley, Greater Sudbury, ON P0M 1E0
103.	ON-11-0187	E1/2 LT 27 CON 1 OTONABEE EXCEPT R448684, PT 1 45R430; S/T R706365, S11993; OTONABEE-SOUTH MONAGHAN PIN: 28170-0053 LRO: 45 Peterborough	2694 Highway 7, Otonabee/Indian River, ON K0L 2B9
104.	ON-11-0707	PT LT 28 CON 7 ERIN PT 1 61R4402 EXCEPT PT 1 61R4650 & PTS 1,2 61R10358; ERIN PIN: 71139-0565 LRO: 61 Wellington	5994 Trafalgar Road, Hillsburgh, ON N0B 1Z0
105.	ON-11-0386	PT LT 15 CON 8 BELMONT AS IN R627783 EXCEPT PT 1, 2 45R12857 S/T R627783;	3 Fire Route 53, Havelock,

	Project	Legal Description	Municipal Description
		HAVELOCK-BELMONT-METHUEN; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1, 2, 3 & 4, 45R16824 AS IN PE314728; PIN 28234-0071(LT) LRO: 45 Peterborough	ON K0L 1Z0
106.	ON-13-0088	PT LT 33 CON 5 CRAMAHE PT 1, 2 & 3 38R1346 EXCEPT PT 2 & 3 38R5816, S/T CL21525 AMENDED BY PLCO327; CRAMAHE PIN 51132-0357(LT) LRO: 39 Northumberland	313 Pipeline Road, Cramahe, ON K0K 1M0
107.	ON-11-198	PART LOT 7 CONCESSION 8 HOPE PARTS 2, 3 & 4, 39R14373; SUBJECT TO AN EASEMENT OVER PART 3, 39R14373 AS IN HPT14973; MUNICIPALITY OF PORT HOPE PIN: 51052-0683 (LT)LRO: 39 Northumberland	8010 Stonehouse Road, Campbellcroft, ON L0A 1B0
108.	Sterrenberg	S 1/2 LT 11 CON 3 NOTTAWASAGA EXCEPT NOT24307; CLEARVIEW PIN 58220-0045(LT) LRO: 51 Simcoe	2674 Country Road 42, Stayner, ON L0M 1S0
109.	Van den Hurk	W1/2 LT 4 CON 6 SUNNIDALE S/T INTEREST IN THE MUNICIPALITY; CLEARVIEW PIN 58209-0003(LT) LRO: 51 Simcoe	2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0
110.	Hopkins	PT LT 13-14 CON FRONT RANGE SOMERVILLE AS IN VT90735 (FIRSTLY) EXCEPTA58932, PT 1 & 2, 57R911; T/W R428925; KAWARTHA LAKES PIN 63118-0330(LT) LRO: 57 Victoria	19 Somerville 3 rd Concession, Fenelon Falls, ON K0M 1N0
111.	DeKonning	PT LT 16-17 CON 1 DALTON PT 1 57R3940; KAWARTHA LAKES PIN 63272-0070(LT)	136 Dartmoor Rd., Sebright, ON L0K 1W0

	Project	Legal Description	Municipal Description
		LRO: 57 Victoria	
112.	G1	PT RDAL BTN LT 8 AND LT 9CON 3 HALDIMAND AS CLOSED BY UNREGISTERED BYLAW #151; PT LT 8-9CON 3 HALDIMAND PT 1, 2, & 3 39R3227; S/T HD19558; ALNWICK/HALDIMAND PIN 51132-0284(LT) LRO: 39 Northumberland	2882 Shelter Valley Rd, Alnwick/Haldiman, ON K0K 2G0
113.	G2	PT LT 21 CON 9 HARVEY, BEING PT 2 PL 45R15591; PT RDAL BTN CON 9 & CON 10 HARVEY (CLOSED BY BY-LAW B2012-044 REGISTERED AS PE185281), BEING PT 3 PL45R15591; PT LT 21 CON 10 HARVEY BEING PART 4 PL 45R15591; MUNICIPALITY OF TRENT LAKES PIN 28373-0090(LT) LRO: 45 Peterborough	1474 County Rd 507, Buckhorn, Trent Lakes, ON K0L 1J0
114.	G3	PT LT 6-7 CON 5 MADOC AS IN QR642942 (FIRSTLY, THIRDLY) & AS IN QR642942 (SECONDLY) SRO EXCEPT PT 5 21R8856; PT LT 7 CON 6 MADOC PT 1 21R13886; PT RDAL BTN CON 5 AND CON 6 MADOC CLOSED BY QR453597, PT 2 21R13886; S/T MG2715, MG2723; MADOC; COUNTY OF HASTINGS PIN 40185-0089(LT) LRO: 21 Hastings	14603 Highway 62, Madoc, ON K0K 2K0
115.	G5	PART LOT 3 CON 5 ASPHODEL, E 1/2 LOT 4 CON 5 ASPHODEL, PART LOT 5 CON 5 ASPHODEL AS IN R737941; SUBJECT TO AN EASEMENT AS IN 737941; TOWNSHIP OF ASPHODEL-NORWOOD PIN: 28207-0227(LT) LRO: 45 Peterborough W1/2 LOT 4 CON 5 ASPHODEL, AS IN R602362(SECONDLY); SUBJECT TO AN EASEMENT IN GROSS OVER PART 7 45R16943 AS IN PE328248; TOWNSHIP OF ASPHODEL-NORWOOD PIN: 28207-0234(LT)	1234 Asphodel 6 th Line, Asphodel-Norwood, ON K0L 1Y0

	Project	Legal Description	Municipal Description
		LRO: 45 Peterborough PT LT 5 CON 5 ASPHODEL AS IN R602362; SUBJECT TO AN EASEMENT AS IN C7419; SUBJECT TO AN EASEMENT AS IN R249939; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1 TO 6 45R16943 AS IN PE328247; TOWNSHIP OF ASPHODEL-NORWOOD PIN: 28207-0235(LT) LRO: 45 Peterborough	
116.	G6	PT LT 1 CON 6 HALDIMAND PT 1 39R2123 EXCEPT PT 1 39R11329; ALNWICK/HALDIMAND PIN 51131-0283(LT) LRO: 39 Northumberland	58 Moore Rd Alnwick/Haldimand, ON K0K 1M0
117.	G7	PT LT 26 CON 1 OTONABEE AS IN R672554; OTONABEE-SOUTH MONAGHAN PIN 28169-0080(LT) LRO: 45 Peterborough	2161 Blezard Line Otonabee-South Monaghan, ON K0L 2B0
118.	G10	PART LOT 19 CON 17 HARVEY PART 3, PLAN 45R16197; PART LOT 19 CON 17 HARVEY PART 4, PLAN 45R16197; MUNICIPALITY OF TRENT LAKES PIN 28352-0522(LT) LRO: 45 Peterborough	437 County Road 36, Harvey, Municipality of Trent Lakes, K0M 1A0
119.	G12	PT LT 29-30 CON 8 HALDIMAND AS IN CB48323 EXCEPT 39R567, 39R1588, 39R1587 AND EXCEPT PARTS 1,2 AND 3 ON PLAN 39R-14552; ALNWICK/HALDIMAND PIN 51125-0216 (LT) LRO: 39 Northumberland PT LT 29 BEING PART 3 ON PLAN 39R-14552; ALNWICK/HALDIMAND 51125-0218 (LT) LRO: 39 Northumberland	171 Isaac Rd Alnwick/Haldimand, ON K0K 2H0
120.		PT LT 24 CON 1 HOPE PT 1-9, 9R2516; S/T HPT	3155 Lakeshore Rd, Port

	Project	Legal Description	Municipal Description
	G14	15502E; PORT HOPE PIN 51063-0088(LT) LRO: 39 Northumberland	Hope, ON L1A 3V7
121.	G15	PT LTS 21-22 CON 14 HARVEY AS IN R610563, EXCEPT PTS 1, 2, 3, 4, 5, 6 & 7 PL 45R15607; TRENT LAKES; TOGETHER WITH AN EASEMENT AS IN PE185185 TRENT LAKES PIN 28366-0344(LT) LRO: 45 Peterborough	County Road 36, Harvey, Municipality of Trent Lakes, ON K0M 1A0
122.	G16	PT LT 23 CON 7 BELMONT PT 1 45R10535; HAVELOCK-BELMONT-METHUEN; SUBJECT TO AN EASEMENT IN GROSS OVER PTS 1 & 2 45R16856 AS IN PE319354 PIN 28238-0090(LT) LRO: 45 Peterborough	25 Anderson Rd, Havelock-Belmont-Methue n, ON K0L 1Z0
123.	G17	NW ¼ LT 2 CON 10 METHUEN LYING N OF COUNTY RD NO. 44; PT LT 3 CON 10 METHUEN AS IN R734757; S/T R734757; S/T EASEMENT IN GROSS OVER PTS 1, 2, 3, 4, & 5, 45R13611 AS IN PE65913; HAVELOCK-BELMONT-METHUEN; S/T AN EASEMENT IN GROSS OVER PART 1 PLAN 45R16526 AS IN PE285782 PIN 28244-0075(LT) LRO: 45 Peterborough	2262 County Rd 44, Havelock-Belmont-Methue n, ON K0L 2H0
124.	G18	PT LT 15 CON 13 OTONABEE AS IN R675951; OTONABEE-SOUTH MONAGHAN PIN 28148-0059(LT) LRO: 45 Peterborough	1312 Crowley Line, Otonabee-South Monaghan, ON K9J 6X7
125.	G19	PT LT 4 CON 8 HOPE AS IN NC336801, S/T HPT14978, HPT17082; PORT HOPE PIN 51052-0611(LT) LRO: 39 Northumberland	6330 Ganaraska Rd, Port Hope, ON L0A 1B0
126.	G24	PART LOT 5, CONCESSION 7 HAMILTON, PART 1 PLAN 39R7945; SUBJECT TO AN EASEMENT AS IN	4822 Jasper Martin Road, Baltimore, ON K0K 1C0

	Project	Legal Description	Municipal Description
		NC255811; TOWNSHIP OF HAMILTON; PIN 51125-0209(LT) LRO: 39 Northumberland	
127.	LP10-447	PART LOT 41 CONCESSION 4, BRANTFORD, PARTS 9, 10, 11, 13, 14, 15, 16, 17, 18 & 19, 2R8217; SUBJECT TO AN EASEMENT AS IN TB57378; SUBJECT TO AN EASEMENT AS IN A47074; SUBJECT TO AN EASEMENT AS IN TB47163; TOGETHER WITH AN EASEMENT OVER PARTS 1, 2, 3, 4, 5, 6, 7, 8 & 12, 2R8217 AS IN BC377418; CITY OF BRANTFORD; PIN: 32118-0060 LRO: 2 Brant	55 Plant Farm Blvd., Brantford, ON N3S 7W2
128.	LP10-448	PART LOTS 40 & 41 CONCESSION 4, BRANTFORD; PART LOTS 5 & 6 PLAN 1290, BRANTFORD, PARTS 1, 2, 3, 4, 5, 6, 7, 8 & 12, 2R8217; SUBJECT TO AN EASEMENT AS IN A12095; SUBJECT TO AN EASEMENT AS IN A41743; SUBJECT TO AN EASEMENT AS IN A520608; SUBJECT TO AN EASEMENT AS IN TB57378; SUBJECT TO AN EASEMENT AS IN A47074; SUBJECT TO AN EASEMENT IN FAVOUR OF PARTS 9, 10, 11, 13, 14, 15, 16, 17, 18 & 19, 2R8217 AS IN BC377418; CITY OF BRANTFORD; PIN: 32118-0059 LRO: 2 Brant	75 Plant Farm Blvd., Brantford, ON N3S 7W2
129.	LP10-366	FIRSTLY: PART LOTS D, E AND F NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 1 2R8603 SECONDLY: PART LOTS D AND E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 2 2R8603 THIRDLY: PART LOT D NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 3 2R8603 FOURTHLY: PART LOTS E AND F NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 4 2R8603 FIFTHLY: PART LOT F NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER	111 Sherwood Drive, Brantford, ON N3T 6J9

	Project	Legal Description	Municipal Description
		7, 1892 PART 5 2R8603 SIXTHLY: PART LOT E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 6 AND 7 2R8603; TOGETHER WITH AN EASEMENT OVER PART LOT C NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 8 2R8603 IN FAVOUR OF PARTS 1, 2, 3, 4 AND 7 2R8603 AS IN A145258; TOGETHER WITH AN EASEMENT OVER PART LOT D NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 15 2R8603 IN FAVOUR OF PARTS 1, 2, 3 AND 4 2R8603 AS IN BC107530; TOGETHER WITH AN EASEMENT OVER PART LOT E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 14 AND 16 2R8603 IN FAVOUR OF PART 7 2R8603 AS IN BC122397; TOGETHER WITH AN EASEMENT OVER PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 9, 10, 11, 12, 13 AND 17 2R8603 AS IN BC357075; TOGETHER WITH AN EASEMENT OVER PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 9, 10 AND 17 2R8603 AS IN BC357075; SUBJECT TO AN EASEMENT OVER PART 2 2R8603 AS IN A249453; SUBJECT TO AN EASEMENT OVER PART 3 2R8603 AS IN A249454; SUBJECT TO AN EASEMENT OVER PARTS 1, 2, 3, 4, 5, 6 AND 7 2R8603 IN FAVOUR OF PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 6, 8, 9, 11, 12 AND 13 2R8327 AS IN BC357075; SUBJECT TO AN EASEMENT OVER PARTS 4 AND 5 2R8603 IN FAVOUR OF PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 6, 8, 9, 11, 12 AND 13 2R8327 AS IN BC357075; CITY OF BRANTFORD PIN: 32278-0148 LRO: 2 Brant PART LOT E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 4 AND 5 2R8327 AND PART 1 2R8327 SAVE AND EXCEPT PARTS 1, 2, 3, 4, 5, 6 AND 7 2R8603; SUBJECT TO AN EASEMENT AS IN BC357075; SUBJECT TO AN EASEMENT OVER PARTS 4 AND 5 2R8327 AS IN BC107568; TOGETHER WITH AN EASEMENT OVER PART LOT C NORTH OR WEST OF SHERWOOD DRIVE	

	Project	Legal Description	Municipal Description
		PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 8 2R8603 IN FAVOUR OF PARTS 1, 2, 3, 4 AND 7 2R8603 AS IN A145258; TOGETHER WITH AN EASEMENT OVER PART LOT D NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PART 15 2R8603 IN FAVOUR OF PARTS 1, 2, 3 AND 4 2R8603 AS IN BC107530; TOGETHER WITH AN EASEMENT OVER PART LOT E NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 14 AND 16 2R8603 IN FAVOUR OF PART 7 2R8603 AS IN BC122397; TOGETHER WITH AN EASEMENT OVER PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 9, 10, 11, 12, 13 AND 17 2R8603 AS IN BC357075; TOGETHER WITH AN EASEMENT OVER PART LOTS E, F AND G NORTH OR WEST OF SHERWOOD DRIVE PLAN CITY OF BRANTFORD SEPTEMBER 7, 1892 PARTS 9, 10 AND 17 2R8603 AS IN BC357075; CITY OF BRANTFORD PIN: 32278-0149 LRO: 2 Brant	
130.	LP10-024	LTS 63 TO 74 (INCL.); PT LTS 60, 61 & 62; PT BLKS A & C, PL 1452 DESIGNATED AS PT 1, PL 12R23607; WINDSOR PIN 01314-1277 LRO: 12 Essex	635 Tecumseh Rd. West, Windsor, ON N8X 1H4
131.	LP10-537	LT 152 PL 430; LT 8 RCP 785; CHATHAM-KENT PIN: 00571-0062 LRO: 24 Kent County	600 Wall St., Wallaceburg ON, N8A 3H9

SCHEDULE 6.1(T)**LEASED ASSETS**

Facility (Address, City)	Non-Disturbance Agreements Obtained
73 Mill Street, Hensall	☒
1755 Sylvestre Drive, Tecumseh	☒
330 Sovereign Road, London	☒
55 Talbot Street West, Leamington	☒
24 Oak Street East, Leamington	☒
24 Norfolk Street, Simcoe	☒
363 Sovereign Road, London	☒
570 Industrial Road, London	☒
85 Midpark Road, London	☒
54 Parkway Avenue, Markham	☒
1389 Advance Rd. Oakville	☒
107 & 109 Greenock Street East, Port Dover	☒
2449 Dundas Street East, London	☒
2627 Temple Drive, Windsor	☒
2720 St. Etienne Blvd, Windsor	☒
405 Eastport Blvd, Hamilton	☒
275 Victoria Street, St. Marys	☒
25 Oriole Parkway, Elmira	☒
2200 Wharncliffe Road, London	☒
192 Mary Street, Brantford	☒
1717 Oxford Street, London	☒
473 South Big Island Rd, Demorestville	☒
3154 County Road 1, Bloomfield	☒
13644 Loyalist Parkway, Picton	☒
2674 Country Road 42, Stayner, ON L0M 1S0	☒
2141 Sideroad 3/4 , RR# 1, New Lowell, ON L0M 1N0	☒
206497 Highway 26, Meaford Ontario N4L 1W7	☒
180-200 Fitch Street, Welland Ontario L3C 2S2	☒
649 South Service Rd., Grimsby, ON L3M 4E8	☒

Facility (Address, City)	Non-Disturbance Agreements Obtained
20682 Hurontario Street, Caledon, ON L7K 1X1	☒
305 Industrial Rd., Cambridge, ON N3H 4R7	☒
635 Tecumseh Rd. West, Windsor, ON N8X 1H4	☒
84 Quesnel Road, West Nipissing, ON P2B 2V6	☒
84 Quesnel Road, Sturgeon Falls, ON P2B 2V6	☒
1759 Highway 43, RR 4 Merrickville ON K0G 1N0	☒
25 Anderson Rd, Havelock-Belmont-Methuen, ON K0L 1Z0	☒
14603 Highway 62, Madoc, ON K0K 2K0	☒
1234 Asphodel-Norwood, ON K0L 1Y0	☒
129 Erie Street South, Leamington	☐
80 Second Avenue West, Simcoe, ON N3Y 1R6	☒
6330 Ganaraska Road – PIN 51052-0611	☒

SCHEDULE 6.1(Y)**PERMITTED LIENS**

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
1.	1755 Sylvestre Drive, Tecumseh, ON N8N 2L9	Canadian Imperial Bank of Commerce	Charge #CE944083 Assign of Rents #CE944086 Postponement #CE944089 Postponement # CE944090 Charge #CE1102580 Assign of Rents #CE1102581 Postponement #CE1102583 Postponement #CE1102584	Y – May 1, 2020 Y – September 23, 2022
2.	55 Talbot Street West, Leamington, ON N8H 1M5	Bank of Montreal	Charge #CE487595	Y - December 9, 2014
3.	24 Oak Street East, Leamington, ON N8H 2C2	Motor City Community Credit Union Limited	Charge #CE543110 Assign of Rents #CE543113	Y - January 13, 2015
4.	129 Erie Street South, Leamington, ON N8H 3B5	Royal Bank of Canada	Charge #CE717664 Assign of Rents #CE717665 Postponement #CE717668	N
5.	2627 Temple Drive, Windsor, ON N8W 5E5	Bank of Montreal	Charge #CE338988 Assign of Rents #CE338997	Y - January 9, 2015
6.	2720 St. Etienne Blvd., Windsor, ON N8W 5E6	1st Charge - Bank of Montreal 2nd Charge - Dino Bravo	Charge #R1235283 (Dino Bravo) Charge #CE338988 (BMO) Assignment of Rents #CE338997 Postponement # CE339002	Y - January 9, 2015 - Bank of Montreal; Y - January 9, 2015 - Dino Bravo
7.	1389 Advance Road, Oakville, ON	Bank of Montreal	Charge HR 1069879 registered 2012/12/10	Y - October 17, 2014

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
	L6L 6K1			
8.	2333 Wyecroft Road, Oakville, ON L6L 6L4 (Units 1-12, Level 1)	*The mortgages are against the Units together with its interest in the common elements but not against the common elements themselves. The lease is against the rooftop which is the common elements themselves and so no NDA is required.		N*
9.	405 Eastport Blvd., Hamilton, ON L8H 7S3	Notice of Security Interest - PPSA File No. 863015787 - Business Development Bank of Canada	Notice of Sec. Int. #VM278861	Y - December 21, 2012 - Between Hamilton Port Authority (Head Landlord) and Solar Power Network Inc. (Subtenant)
10.	275 Victoria Street, St. Marys, ON N4X 1A2	Business Development Bank of Canada Notice of Security Interest - Business Development Bank of Canada - Security Agreement with OMEGA PAW INC.	Charge #LT15624 Assign of Rents #LT15625 Notice of Sec. Int. #PC44740	Y - February 17, 2015 - Business Development Bank of Canada
11.	24 Norfolk Street, Simcoe, ON N3Y 5C6	PB Financial Inc., Olympia Trust Company and Reciprocal Opportunities Inc.	Charge #NK158314 Assign of Rents #NK158315 Postponement #NK158324	Y – September 28, 2022
12.	80 Second Avenue West, Simcoe, ON N3Y 1R6	PB Financial Inc. and Reciprocal Opportunities Inc.	Charge #NK158318 Assignment of Rents #NK158319 Postponement #NK158325	Y – October 11, 2022
13.	107 & 109 Greenock Street East, Port Dover, ON N0A 1N0	Royal Bank of Canada (in 1st & 2nd)	Charge #NK46146 Assign of Rents #NK46147 Charge #NK55182	Y - June 1, 2015 and August 3, 2017
14.	25 Oriole Parkway East, Elmira, ON N3B 3B1	The Toronto-Dominion Bank	Charge #WR53658	Y - February 2, 2015
15.	192 Mary Street,	OWEMANCO Mortgage	Charge #BC321143	Y – October 18,

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
	Brantford, ON N3S 3C2	Holding Corporation	Assign of Rents #BC321144 Transfer of Charge #BC331696 transferred from Ontario Wealth Management Corporation (related to OWEMANCO) Postponement #BC327174	2017
16.	54 Parkway Avenue, Markham, ON L3P 2G4	First National Financial Corporation	Charge #YR300497 Assign of Rents #YR300498	Y - November 10, 2014
17.	330 Sovereign Road, London, ON N6M 1A8	Bank of Montreal	Charge #ER346014 Assign of Rents #ER346016	Y - January 16, 2015
18.	363 Sovereign Road, London, ON N6M 1A3	Royal Bank of Canada	Charge #ER1469911 Assignment of Rents #ER1469915 Postponement #ER1469916	Y – June 13, 2022
19.	570 Industrial Road, London, ON N5V 1V1	Bank of Montreal	Charge #ER759501 Assign of Rents #ER1074481 Charge #ER954678 Assign of Rents #ER1074480	Y - March 18, 2015
20.	85 Midpark Road, London, ON N6N 1B2	Bank of Montreal	Charge #ER753283 Assign of Rents #ER1074484 Charge #ER954679 Assign of Rents #ER1074483	Y - March 18, 2015
21.	2449 Dundas Street East, London, ON N5V 3C8	The Toronto-Dominion Bank	Charge #ER799349	Y- February 9, 2015
22.	2200 Wharncliffe Road South, London, ON N6P 1L1	Bank of Montreal	Charge #ER399279 Assign of Rents #ER399280	Y- February 2, 2015
23.	1717 Oxford Street East, London, ON	Business Development	Charge #ER662912	Y - March 17,

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
	N5V 2Z5	Bank of Canada	Assign of Rents #ER662917	2013
24.	73 Mill Street, Hensall	Libro Credit Union Limited	Charge #HC104472	Y - March 19, 2015
25.	20 Woodlawn Road East, Guelph	The Manufacturers Life Insurance Company	No Assign Lessor Interest #WC108691 No Assign Lessor Interest #WC108692	Y - May 21, 2014 * WC108691 and WC108692 relate to NOL WC104822 still on title
26.	3154 County Road 1, Bloomfield	Scotia Mortgage Corp.	Charge PE127182	Y - April 5, 2013
27.	13644 Loyalist Parkway, Picton	Farm Credit Canada	Charge PE183453 Notice re Amendment of PE183453: EC30145 Notice re Amendment of PE183453 and EC30145: EC36133	Y - September 18, 2015
28.	2674 Country Road 42, Stayner	Farm Credit Canada	Charge SC1588269 Postponement SC1588270 (Farm Credit)	Y – April 17, 2019
29.	2141 Sideroad 3/4 , RR# 1, New Lowell	Farm Credit Canada	Charge SC222737 Charge SC633515 Charge SC973837	Y – October 15, 2018
30.	206497 Highway 26, Meaford	1 st - VALUE CENTRES REIT INC. 2 nd - TANDIA FINANCIAL CREDIT UNION LIMITED	Charge GY107748 Charge GY131752 NO ASSGN RENT GEN GY131753 Postponement GY131756	Y – June 8, 2018 (Value Centres) April 11, 2019 (Tandia)
31.	180-200 Fitch Street, Welland	1 st - VALUE CENTRES REIT INC. 2 nd - COMPUTERSHARE TRUST COMPANY OF CANADA	Charge SN439361 Charge SN512611 Assignment of Rent SN512612 Postponement SN512613 re	Y - June 8, 2018 (Value Centres) August 15, 2018 (Computershare)

	Address	Mortgagee	Registered Instruments	NDA Obtained (Y/N)
			SN439631 to SN512611	
32.	1759 Highway 43, RR4, Merrickville	Royal Bank of Canada	Charge LC62109	Y – May 4, 2017
33.	635 Tecumseh Road West, Windsor	Head Construction and Supply Company Limited and Rubin Properties Limited	Charge CE600888	Y – June 9, 2017
34.	305 Industrial Road, Cambridge	Bank of Montreal	Charge WR739375	Y – June 12, 2017
35.	649 South Service Rd., Grimsby	Bavaront Holdings Limited Precision Rolls Inc. Bank of Montreal	Charge RO741223 Postponement RO806205 Postponement NR445306 Charge RO741224 Postponement RO806204 Postponement NR445307 Charge RO806203 Assignment of Rent NR445302	Y – April 19, 2017 (Bavaront) Y – April 19, 2017 (Precision) Y – April 19, 2017 (BMO)
36.	20682 Hurontario Street, Caledon	Teen Ranch Investments Inc.	Charge RO1049478	Y – April 26, 2017
37.	25 Anderson Rd, Havelock-Belmont-Methuen	Concentra Financial Services Association	Charge PE168481	Y – 2019
38.	14603 Highway 62	CIBC Mortgages Inc.	Charge HT122497	Y – June 11, 2018 and Amendment March 12, 2020
39.	84 Quesnel Rd	National Bank of Canada Inc.	Charge BS121322	Y – June 30, 2017
40.	6330 Ganaraska Rd – PIN 51052-0611(LT)	Canadian Imperial Bank of Commerce	Charge ND111615	Y – July 4, 2019
41.	473 South Big Island Road, Demorestville, ON – PIN 55040-0148 (LT)	Farm Credit Canada	Charge EC10819 Notice EC29420	Y – August 10, 2015
42.	1234 Asphodel-Norwood, ON K0L 1Y0	Farm Credit Canada	Charge PE252021 Postponement PE328394	Y - May 3, 2018

SCHEDULE 6.1(Z)**PROJECT SUBSIDIARIES**

1. 2245073 Ontario Inc.
2. 2246253 Ontario Inc.
3. 2377512 Ontario Inc.
4. 2410581 Ontario Limited
5. 2428760 Ontario Inc.
6. CEW L3V Solar III Limited Partnership
7. Grasshopper Solar FIT Projects Inc.
8. GSC Solar Leasing LP
9. GSC Solar Leasing II LP
10. GSC SPN 4 Projects LP
11. Howard Avenue Solar Inc.
12. ICM Realty Group Solar 2013 Inc.
13. SPN LP 14
14. SPN LP 15
15. 2421907 Ontario Limited
16. Cleave Energy Holdings Ltd.

First Nation Project Subsidiaries:

1. Biidaaske Inc.
2. Celeste Solar LP
3. Chi Biidaaske Inc.
4. Gengrowth Energy LP
5. SPN LP 1
6. SPN LP 3

7. SPN LP 4

8. SPN LP 5

Community Project Subsidiaries:

1. Greenlife Solar Projects Inc.
2. LDREC SPN LP
3. Rising Sun Community Power Corp.
4. SPN LP 10

Public Sector and Municipal Project Subsidiaries:

1. HSSW Limited Partnership
2. HSSW Property LP
3. GSC Southlake Solar LP

Project GPs:

1. FIT Solar GP 1 Inc., general partner of HSSW Limited Partnership
2. HSSW Property GP Inc., a general partner of HSSW Property LP
3. Celeste Solar GP Inc., general partner of Celeste Solar LP
4. GSC Solar Leasing GP Inc., general partner to GSC Solar Leasing LP
5. GSC Solar Leasing II GP Inc., general partner to GSC Solar Leasing II LP
6. GSC SPN 4 Projects GP Inc., general partner to GSC SPN 4 Projects LP
7. GSC Gengrowth GP Inc., general partner to Gengrowth Energy LP
8. GSC Southlake Solar GP Inc., general partner to GSC Southlake Solar LP
9. Marina Del Rey Solar Inc., general partner to CEW L3V Solar III Limited Partnership
10. Solar Power Network 001 Inc., general partner to SPN LP 3
11. Solar Power Network 001 Inc., general partner to LDREC SPN LP
12. Solar Power Network 006 Inc., general partner to SPN LP 10
13. Solar Power Network 007 Inc., general partner to SPN LP 14 and SPN LP 15
14. Solar Power Network 009 Inc., general partner to SPN LP 1, SPN LP 4 and SPN LP 5

Project Subsidiaries Holdcos:

1. 2410089 Ontario Inc.
2. 2416428 Ontario Inc.
3. 2422500 Ontario Inc.
4. GSC Greenlife Projects LP
5. GSC Greenlife Projects GP Inc.
6. GSC FIT 4.2 LP
7. GSC FIT 4.2 GP Inc.
8. McLevin Avenue Solar Inc.

SCHEDULE 6.1(OO)**FORCE MAJEURE**

None.

SCHEDULE 7.1(NN)

SUMMARY OF DESCRIPTION OF RIGHTS OF ACCESS AND OCCUPATION

The lease agreements referred to in Schedule 6.1(k)(i) - Material Project Agreements.

Easement between Vaughn Lionel Hope, Marcia Paula Hope and Andrew Knapp Inc., registered on February 11, 2019 as Instrument No. MT209757 over the property legally described as Part of Lot 26 Concession 12, Stephenson; designated as Part 1 on 35R-25881, Hunstville; the District Municipality of Muskoka being part of PIN 48124-0653(LT) for the purposes of connection equipment.

Easement Agreement dated August 17, 2017, between Gilbert Labre, Ann Marie Labre and Solar Provider Canada Origination Health LP, registered on August 21, 2018 as Instrument No. SD361448 over the property legally described as PCL 609 SEC SES; W 1/2 LT 12 CON 6 BLEZARD EXCEPT L T304 & PT 27 LT214322, LT 2 TO 4 EXPROP PL M718 & LT 1 EXPROP PL M762; S/T LT183483; GREATER SUDBURY being PIN 73500-0125(LT) for the purposes of connection equipment and access to solar facilities.

Easement Agreement dated August 3, 2017, between Drain Bros Excavating Ltd and Gengrowth Energy LP (unregistered) on the property legally described as FIRSTLY: PART LOT 27, CONCESSION 7 OTONABEE AS IN R678178; S/T R120631, S11975; SECONDLY: PART LOT 28, CONCESSION 7 OTONABEE, PARTS 1, 2 & 3 PLAN 45R17255; SUBJECT TO AN EASEMENT OVER PART 3 PLAN 45R17255 AS IN S12084; TOWNSHIP OF OTONABEE-SOUTH MONAGHAN for the purposes of connection equipment.

Easement between John Albert Crowley, Cynthia Marie Crowley and Greenlife Solar Projects Inc. registered on March 10, 2020 as Instrument No. PE328247 over the property legally described as PT LT 5 CON 5 ASPHODEL BEING PARTS 1 TO 6, 45R16943; SUBJECT TO AN EASEMENT AS IN C7419; SUBJECT TO AN EASEMENT AS IN R249939; TOWNSHIP OF ASPHODEL-NORWOOD being part of PIN 28207-0235(LT) for the purposes of connection equipment.

Easement between John Albert Crowley and Greenlife Solar Projects Inc. registered on March 10, 2020 as Instrument No. PE328248 over the property legally described as W1/2 LT 4 CON 5 ASPHODEL BEING PART 7, 45R16943; TOWNSHIP OF ASPHODEL-NORWOOD being part of PIN 28207 – 0234(LT) for the purposes of connection equipment.

SCHEDULE 8.13(A)(VIII)

FORM OF DISTRIBUTION CERTIFICATE

To: Deutsche Bank Trust Company Americas
as Administrative Agent
Trust and Agency Services
1 Columbus Circle
New York, NY 10019

And To: The Lenders (as defined herein)

Date: [■]

This Distribution Certificate is being delivered pursuant to Section 8.13(a)(viii) of the second amended and restated credit agreement made as of June 29, 2023 (the “**Credit Agreement**”) among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”), Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”), Deutsche Bank Trust Company Americas, as collateral agent, and the financial institutions from time to time parties thereto as lenders (the “**Lenders**”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

The undersigned hereby certifies that:

1. each of the Distribution Conditions specified in clauses (i) through (viii) of Section 8.13(a) of the Credit Agreement has been satisfied as of the date hereof and will be satisfied as of the proposed Distribution Date of [■], 20[■]; and
2. attached hereto is a true and correct copy of the DSCR Calculation Certificate prepared in connection with this Distribution Certificate evidencing that the DSCR was equal to or greater than 1.20:1.00.

[signature page follows]

DATED as of the first date written above.

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC.**

By: _____
Name:
Title:

By: _____
Name:
Title:

[or]

GSC SOLAR FUND II LP, by its general partner, **GSC SOLAR FUND II GP INC.**

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE 13.13

FORM OF ACCEPTANCE AGREEMENT

TO: Deutsche Bank Trust Company Americas, as administrative agent (the “**Administrative Agent**”)

AND TO: Deutsche Bank Trust Company Americas, as collateral agent (the “**Collateral Agent**”)

AND TO: GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the “**Borrowers**”)

AND TO: The Lenders (as defined in the Credit Agreement)

DATE: [■]

WHEREAS the Borrowers, the Administrative Agent, the Collateral Agent and the Lenders, among others, entered into a second amended and restated credit agreement dated as of June 29, 2023 (the “**Credit Agreement**”) as the same may be amended, amended and restated, supplemented and otherwise modified from time to time;

AND WHEREAS pursuant to and in accordance with the Credit Agreement, in order to assign or transfer all or any part of its rights, benefits and obligations under the Credit Agreement, a Lender shall duly complete, execute and deliver an Acceptance Agreement;

AND WHEREAS _____ (the “**Transferor**”) wishes to assign or transfer to _____ (the “**Transferee**”) the rights and obligations of the Transferor under the Credit Agreement specified herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective promises and the covenants contained herein, \$1.00 paid by the Transferee to the Transferor and other valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the undersigned), the undersigned hereto agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.
2. The Transferor assigns and transfers to the Transferee, as of _____ (the “**Effective Date**”), the following rights, benefits and obligations (the “**Transfer**”):

**[Description of the Transferred Rights, Benefits and Obligations,
indicating retained interest or fees, if applicable, and Transferee’s
Commitment and Participation]**

(the “**Transferred Rights**”, the “**Transferred Benefits**”, the “**Transferred Obligations**”, as applicable, and collectively, the “**Transferred Rights, Benefits and Obligations**”).

3. The Transferee accepts, as of the Effective Date, the Transfer and (if applicable) assumes the Transferred Obligations (the “**Assumption**”) in the place and stead of the Transferor as if the Transferee had been an original signatory to the Credit Agreement. The Transferor, as of the

Effective Date, relinquishes the Transferred Rights and the Transferred Benefits and is released from the Transferred Obligations, to the extent, in each case, so assigned or assumed hereunder.

4. The Transfer and the Assumption are governed by and subject to Section 13.13 of the Credit Agreement.
5. The Transferor:
 - (a) represents and warrants that (i) it is the legal and beneficial owner of the Transferred Rights and Transferred Benefits, (ii) the Transferred Rights and Transferred Benefits are free and clear of any Liens and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Acceptance Agreement and to consummate the transactions contemplated hereby; and
 - (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Financing Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Financing Documents or any collateral thereunder, (iii) the financial condition of each Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Financing Document or (iv) the performance or observance by each Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Financing Document.
6. The Transferee:
 - (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Transferred Rights, Benefits and Obligations and become a Lender under the Credit Agreement, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement and the other Financing Documents as a Lender thereunder and, to the extent of the Transferred Obligations, shall have the obligations of a Lender thereunder and (iv) it has received a copy of the Credit Agreement, together with copies of each Borrower's most recent financial statements delivered pursuant to Section 7.1(a) thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Acceptance Agreement and to purchase and assume the Transferred Rights, Benefits and Obligations on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent, the Collateral Agent, the Transferor or any other Lender; and
 - (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Collateral Agent, the Transferor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Financing Documents and (ii) it will perform in accordance with their terms, all of the obligations which by the terms of the Financing Documents are required to be performed by it as a Lender.
7. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Transferred Rights, Benefits and Obligations (including payments of principal, interest,

fees and other amounts) to the Transferee whether such amounts have accrued prior to the Effective Date or accrued subsequent to the Effective Date. The Transferor and the Transferee shall make all appropriate adjustments in payment by the Administrative Agent for the periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

8. Any reference in this Acceptance Agreement to the Transferor, the Transferee, the Administrative Agent, the Collateral Agent or any Lender shall be construed so as to include such party's successors and permitted transferees or assigns.
9. This Acceptance Agreement and all documents contemplated by or delivered under or in connection with this Acceptance Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.
 - (a) To evidence the fact that it has executed this Acceptance Agreement or any other document contemplated by or delivered under or in connection with this Acceptance Agreement, a party may transmit a copy of its executed counterpart to all other parties hereto by facsimile (fax) or by electronic mail and, unless the parties agree to some other date as the date of delivery, the transmitting party shall be deemed to have delivered this Acceptance Agreement on the date it transmitted such counterpart by facsimile (fax) or by electronic mail or such later date as the transmitting party specifies in a written notice to the other parties given with or prior to the transmission of its executed counterpart.
 - (b) Any party transmitting an executed counterpart of this Acceptance Agreement or such other document by facsimile (fax) or electronic mail shall promptly thereafter deliver to the other parties a counterpart bearing its original signature (but any failure or delay in so doing, shall not derogate in any way from the sufficiency or effectiveness of that party having transmitted its executed counterpart by facsimile (fax) or electronic mail).
10. The signature of an individual executing this Acceptance Agreement (or any notice, certificate or other document contemplated by this Acceptance Agreement) on behalf of a party, if sent and received by electronic mail or facsimile (fax) transmission, will be deemed to be genuine in the absence of evidence to the contrary and thus effective in the hands of the recipient, and binding upon the individual whose signature it reproduces and upon the party on whose behalf that individual signed, for all purposes and with the same effect as if it were the original signature of that individual.
11. This Acceptance Agreement shall be governed by, and construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[signature page follows]

DATED as of the first date written above.

[Address of Transferor]

[NAME OF TRANSFEROR]

by _____
Name:

Title:

Name:
Title:

[Address of Transferee]

[NAME OF TRANSFEE]

by _____
Name:

Title:

Name:
Title:

Document comparison by Workshare Compare on Thursday, June 27, 2024 6:09:21 PM

Input:	
Document 1 ID	iManage://torys.cloudimanager.com/torysatwork/50123407/1
Description	#50123407v1<torys.cloudimanager.com> - Grasshopper - Second Amended and Restated Credit Agreement (2023) [execution]
Document 2 ID	iManage://torys.cloudimanager.com/torysatwork/50123407/5
Description	#50123407v5<torys.cloudimanager.com> - Grasshopper - 2ARCA - Conformed Credit Agreement (First Amendment)
Rendering set	Firm_Standard

Legend:	
<u>Insertion</u>	
~~Deletion~~	
~~Moved from~~	
<u>Moved to</u>	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	

Padding cell	

Statistics:	
	Count
Insertions	408
Deletions	307
Moved from	30
Moved to	30
Style changes	0
Format changes	0
Total changes	775

This is Exhibit “K” referred to in the Affidavit of Thomas Rorick sworn by Thomas Rorick of the City of New York, in the State of New York, in the Country of the United States of America before me at the City of Toronto, in the Province of Ontario, on September 21, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

A handwritten signature in blue ink, appearing to read 'MIKE NOEL', with a stylized, overlapping loop structure.

Commissioner for Taking Affidavits (or as may be)

MIKE NOEL