SECOND AMENDING AGREEMENT AND CONSENT

THIS AGREEMENT (the "**Agreement**") is made as of June 5, 2025 (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 (as amended by the First Amending Agreement dated as of June 27, 2024 and as further amended or modified prior to the date hereof, the "**Existing Credit Agreement**"), certain Credit Facilities have been established in favour of the Borrower;

AND WHEREAS reference is made to the Notice of Event of Default dated as of March 28, 2025 and the Notice of Event of Default dated as of May 6, 2025 (collectively, the "**Notices of EOD**"), copies of which were delivered to the Borrowers;

AND WHEREAS Grasshopper Solar Asset Management (the "**Provider**"), an Affiliate of the Borrowers, has entered into a consulting services agreement dated as of May 16, 2025 (the "**Consulting Services Agreement**") with Faisal Shahab (the "**Consultant**"), and Chris Jodhan and Jonathan Persaud (collectively, the "**Service Providers**");

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Credit Agreement as set forth herein (as so amended, and as may be further amended, restated, modified, replaced or superseded from time to time, the "**Credit Agreement**").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 AND CONSENTS

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 as follows:

(a) Section 11.18(b)(iv) of the Existing Credit Agreement is hereby deleted in its entirety and replaced with the following:

(i) the Administrative Agent, the Collateral Agent, the Technical Agent, each Lender and their professional advisors 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, (iii) to the Independent Engineer, the Insurance Advisor and their other professional advisors in connection with the Facilities and the Project, and (iv) to current and potential owners and asset managers, management services providers, and operations & maintenance providers, in each case on a confidential basis and solely to the extent reasonably required in connection with the Facilities and the Project.

2.3 Consent

(a) The Lenders hereby consent (the "**Consent**") to the disbursement of funds from the Borrower Revenue Account to the Borrowers and/or the Provider on a weekly basis, provided that such disbursements are solely used to pay fees that are due and payable by the Provider to the Consultant pursuant to the Consulting Services Agreement (the "**Consultant Fees**") and such Consultant Fees shall be deemed "Project Subsidiary Operating Expenses" for purposes of the Credit Agreement. This Consent is subject to the following conditions:

(i) delivery by the Borrowers of a Disbursement Certificate at least three (3) Business Days prior to the proposed date of disbursement (or such shorter time at the discretion of the Administrative Agent), which Disbursement Certificate shall, among other things, confirm the aggregate amount of disbursements made in respect of Consultant Fees as of the date of such Disbursement Certificate;

(ii) the Consultant Fees shall not exceed C$500 per hour for each hour during which the Consultant is diligently performing services under the Consulting Services Agreement between May 16, 2025 and June 17, 2025, as certified by the Consultant in a certificate addressed to the Administrative Agent, setting forth the hours worked, the hourly rate, and otherwise in form and substance reasonably satisfactory to the Administrative Agent; and

(iii) the total aggregate amount of disbursements in respect of Consultant Fees shall not exceed C$110,000.

(b) The Borrowers shall cause the Provider to not cause, consent to, or permit to any amendment, variation or modification to the Consulting Services Agreement without the consent of the Lenders.

(c) The Lenders hereby:

(i) irrevocably authorize and direct the Administrative Agent to execute and deliver such transfer certificates and other documents as may be required to give effect to a disbursement from the Borrower Revenue Account made in accordance with clause (a) above; and

(ii) acknowledge and agree that the Administrative Agent is entitled to rely upon the certificate of the Consultant delivered to the Administrative Agent pursuant to clause (a)(ii) above without responsibility for further investigation.

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) Other than the Defaults and Events of Default set out in the Notices of EOD, 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.

5.2 Except as expressly provided herein, all of the terms and provisions of the Credit Agreement and the other Financing Documents are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrowers (on their own behalf and on behalf of themselves and the other Obligors). All indebtedness, liabilities and obligations under the Credit Agreement and the other Financing Documents shall be continuing with only the terms thereof being modified as provided in this Agreement, and this Agreement shall not evidence or result in a novation of such indebtedness, liabilities or obligations or the Security.

5.3 The amendments and the Consent contained herein shall not be construed as a waiver or amendment of any other provision of the Credit Agreement or the other Financing Documents or for any purpose except as expressly set forth herein or a consent to any further or future action on the part of the Borrowers or the other Obligors that would require a waiver or consent under the Credit Agreement or other Financing Documents. Without limiting the foregoing, this Agreement shall not constitute a waiver of any Default or Events of Default, including those set out in the Notices of EOD.

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.

ARTICLE 9
DIRECTION

9.1 The Lenders hereby authorize and direct the Administrative Agent and the Collateral Agent to execute and deliver this Agreement.

[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: Jonathan Persaud
Name: Jonathan Persaud
Title: Chief Commercial Officer

By: _____
Name:
Title:

GSC SOLAR FUND II LP, by its general partner, **GSC SOLAR FUND II GP INC.**, as Borrower

By: Jonathan Persaud
Name: Jonathan Persaud
Title: Chief Commercial Officer

By: _____
Name:
Title:

BORROWER GPS:

GSC SOLAR FUND I GP INC.

By: Jonathan Persaud
Name: Jonathan Persaud
Title: Chief Commercial Officer

By: _____
Name:
Title:

GSC SOLAR FUND II GP INC.

By: Jonathan Persaud
Name: Jonathan Persaud
Title: Chief Commercial Officer

By: _____
Name:
Title:

ADMINISTRATIVE AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Administrative Agent

By: Signed by: Noel Spencer 3B4CE6EE49D54CD...
Name: Noel Spencer
Title: Assistant Vice President

By: DocuSigned by: Yan Rui D6B5FB4BD5EA4DA...
Name: Yan Rui
Title: Vice President

COLLATERAL AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: Signed by: Noel Spencer 3B4CE6EE49D54CD...
Name: Noel Spencer
Title: Assistant Vice President

By: DocuSigned by: Yan Rui D6B5FB4BD5EA4DA...
Name: Yan Rui
Title: Vice President

Docusign Envelope ID: 78ED9B30-8E71-4F60-A755-36259901D371

LENDER:

DEUTSCHE BANK AG, CANADA BRANCH,
as a Lender

By: _____
Name: David Gynn
Title: Chief Financial Officer

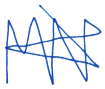
By: _____
Name: Edward Salibian
Title: Assistant Vice President

LENDER: **THE BANK OF NOVA SCOTIA**, as a Lender

By: _____
Name: Sebastian Reveredo
Title: Director, National Accounts

By: _____
Name: Brett Day
Title: Director, National Accounts

This is Exhibit "L" 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

The Bank of Nova Scotia

Trade Services Centre
2nd Floor, 1 St. Clair Avenue East
Toronto, Ontario M4T 1Z3
Tel: 1-888-722-3867
Fax: 416-866-4286
SWIFT: NOSCCATTTPT

Irrevocable Standby Letter of Credit No.: OSB83099TOR

Beneficiary:
Deutsche Bank Trust Company Americas, as Collateral Agent Trust and Agency Services, United States

Applicant:
GSC Solar Fund I LP and GSC Solar Fund II LP c/o Grasshopper Solar Corp., 5750 Timberlea Blvd, Unit 16 Mississauga, ON L4W 5B9 Canada

Date of Issue:
June 29, 2023

Date and Place of Expiry:
June 28, 2024 at our counter

Amount:
CAD 9,359,670.00 Nine Million Three Hundred Fifty Nine Thousand Six Hundred Seventy Canadian Dollars

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Beneficiary:
Deutsche Bank Trust Company Americas, as Collateral Agent
Trust and Agency Services
60 Wall Street, 16th Floor
MS NYC60-1630
New York, NY 10005 USA
Attn: Project Finance Agency Services, CCP-ED Manager LLC

Co-applicants:
GSC Solar Fund I LP and GSC Solar Fund II LP
c/o Grasshopper Solar Corporation
5750 Timberlea Boulevard, Unit 16
Mississauga, Ontario L4W 5B9, Canada

Dear Beneficiary:

At the request of and for the account of GSC Solar Fund I LP and GSC Solar Fund II LP (each, an 'account party'), we hereby

The Bank of Nova Scotia

establish in your favor, for the benefit of Deutsche Bank Trust Company Americas, as Collateral Agent ('collateral agent'), and on behalf of the lenders pursuant to the credit agreement, dated as of March 19, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the 'credit agreement'), among the account parties, as co-borrowers (each, a 'borrower'), Deutsche Bank Trust Company Americas, as Administrative Agent, the Collateral Agent, and the other financial institutions and other parties party thereto, our Irrevocable Letter of Credit no.OSB83099TOR (this 'Letter of Credit') whereby, subject to the terms and conditions contained herein and in the credit agreement, you are hereby irrevocably authorized to draw on us, by your draft or drafts at sight, an amount up to the then applicable required debt service amount not to exceed CAD 9,359,670.00 (such amount, as it may be reduced or increased in accordance with the terms hereof, the 'stated amount' hereof).

This Letter of Credit shall be effective immediately and shall expire on the expiration date (as hereinafter defined), unless extended in accordance with the terms hereof.

You may draw upon this Letter of Credit at any time on or prior to the expiration date by presenting or delivering via email (a) a sight draft in the form of Exhibit A (a 'sight draft') attached hereto, completed in accordance with the instructions contained in such Exhibit A and executed by your officer, and (b) a drawing certificate in the form of Exhibit B attached hereto, completed in accordance with the instructions contained in such Exhibit Band executed by your officer.

Partial and multiple drawings on this Letter of Credit are permitted.

The stated amount shall be reduced by the amount of any drawing hereunder.

Each sight draft (s) presented in terms of this Letter of Credit shall be honored by us and shall immediately reduce the stated amount to be drawn hereunder by the amount of such drawing paid by us ('LC draw amounts') under this Letter of Credit. However, it is a condition of this Letter of Credit that this Letter of Credit shall automatically, without amendment, be reinstated by an amount equal to the payment of the LC draw amounts up to the expiration date. The beneficiary may make multiple drawdowns provided that the aggregate amount outstanding at any time does not exceed the stated amount.

Presentation of any sight draft and accompanying certificate shall be made at our office located at The Bank of Nova Scotia, Trade Services Centre, 2nd Floor, 1 St. Clair Avenue East, Toronto, Ontario M4T 1Z3, Canada, Attention: Standby Letter of Credit unit.

This Letter of Credit shall expire on June 28, 2024 unless automatically extended as herein below set forth or if such date is not a business day, on the business day immediately following such date, such date, the 'expiration date'.

The expiration date of this Letter of Credit shall be automatically extended without amendment for a period of one (1) year from the present or any future expiration date, unless at least thirty (30) days prior to any expiration date, we send written notice to you by courier service at the above address, that we elect not to extend this Letter of Credit for such an additional period. However, in no event later than June 29, 2025 (the 'final expiration date').

(Page 1 to 7)

We hereby agree that any sight draft drawn under and in compliance with the terms of this Letter of Credit shall be duly honored by us upon delivery of the above specified certificates and accompanied by the original of this Letter of Credit and amendments, if any, or delivering the above specified certificates by email, if presented on or before our close of business on the then current expiration date at our office specified above or delivered by email. Demands presented by email shall be made from your official email domain to our email address at slc.gtee@scotiabank.com Attn: The Bank of Nova Scotia, Trade Services Centre. However, all demands sent by email transmission must be confirmed by the beneficiary to us at telephone no: 1-416-847-6250. Beneficiary's failure to seek such a telephone confirmation does not affect the bank's obligation to honor

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such a presentation. The email transmitted shall be deemed delivered when received. No original Letter of Credit copy will be required for email presentation.

Provided that a drawing and the documents presented in connection therewith conform to the terms and conditions hereof, payment shall be made to you of the amount specified in the applicable sight draft, not to exceed the stated amount, in immediately available funds, on the next business day after presentation of the sight draft, certificate and (original) Letter of Credit if made not later than 11:00 a.m., eastern standard time. If such sight draft, certificate and (original) Letter of Credit presented to us after 11:00 a.m., eastern standard time on any business day, payment will be made on the second business day not later than the close of business.

As used herein, 'business day' shall mean any day other than a Saturday, Sunday or day on which banking institutions in Toronto, Ontario are authorized or required by law to close.

If any drawings or the documentation presented in connection therewith does not conform to the terms and conditions hereof, we will further advise you of the same by courier or any other electronic medium within three (3) business days and give the reasons for such non-conformance.

This Letter of Credit is subject to, and is governed by, the laws of the Province of Ontario, Canada and the 2007 revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication No. 600) and, in the event of any conflict, the laws of the Province of Ontario, Canada will control.

No transfer of this Letter of Credit shall become effective, nor shall any drawing hereunder be allowed by the transferee, until you have delivered to us a transfer certificate in the form of Exhibit C attached hereto and received our written consent to such transfer, provided that this Letter of Credit may be transferred in its entirety (not in part) only up to the then available amount to any person whom you certify to us has succeeded you as collateral agent under the credit agreement at beneficiary's request, and only The Bank of Nova Scotia, Toronto, Ontario is authorized to act as the transferring bank. No partial transfer is permitted. References herein to 'you' include any permitted transferee.

Only you may draw upon this Letter of Credit. Upon the payment to you or your account of the full aggregate stated amount specified herein or upon the occurrence of the expiration date or earlier termination hereof, we shall be fully discharged of our obligations under this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking. Reference in this Letter of Credit to other documents or instruments is for identification purposes only and such reference shall not modify, amend, amplify, limit or affect the terms hereof or cause such documents or instruments to be deemed incorporated herein.

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Regards,

OMER MANZAR
M1006

Soo Min Lee
L2546

Authorised Signature(s)

The Bank of Nova Scotia

Exhibit A to Letter of Credit no.OSB83099TOR

Sight Draft

Date:.....

The Bank of Nova Scotia
Trade Services Centre
1 St. Clair Avenue East, 2nd Floor
Toronto, Ontario M4T 1Z3, Canada

Re: Irrevocable Letter of Credit no. OSB83099TOR

At Sight

Pay to Deutsche Bank Trust Company Americas, as Collateral Agent, in immediately available funds (.....) Dollars(.....) following receipt hereof, pursuant to irrevocable Letter of Credit no. OSB83099TOR of The Bank of Nova Scotia, Toronto remittance instructions to be added.

Deutsche Bank Trust Company Americas, as Collateral Agent

By: .....
Name:
Title:

By: .....
Name:
Title:

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(Page 4 of 7)

The Bank of Nova Scotia

Exhibit B to Letter of Credit no. OSB83099TOR

Drawing Certificate

(Letterhead of Deutsche Bank Trust Company Americas, as Collateral Agent)
(Date)

The Bank of Nova Scotia
Trade Services Centre
1 St. Clair Avenue East, 2nd Floor
Toronto, Ontario M4T 1Z3, Canada

Re: Irrevocable Letter of Credit no. OSB83099TOR

Ladies/gentlemen:

This is a certificate presented in accordance with your irrevocable Letter of Credit no. OSB83099TOR held by us (the 'Letter of Credit').

We hereby certify that:
We are entitled to draw under the Letter of Credit pursuant to the credit agreement, dated as of March 19, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the 'credit agreement'), among the account parties, as borrowers (each, a 'borrower'), Deutsche Bank Trust Company Americas, as administrative agent and collateral agent ('collateral agent'), and the other financial institutions and other parties party thereto, and/or

The LC issuer is no longer willing or able to maintain the issuance of the Letter of Credit or otherwise continue to be an issuing lender under the credit agreement, and/or

The LC issuer has delivered notice that it has elected not to extend the term of the Letter of Credit, thereby suspending the automatic renewal mechanic thereunder.

This certificate has been executed and delivered by a duly authorized officer of the undersigned on the date first above written.

Deutsche Bank Trust Company Americas, as Collateral Agent

By: .....
Name:
Title:

By: .....
Name:
Title:

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The Bank of Nova Scotia

Exhibit C to Letter of Credit no. OSB83099TOR

(Letterhead of Deutsche Bank Trust Company Americas, as Collateral Agent)
(Date)

The Bank of Nova Scotia
Trade Services Centre
1 St. Clair Avenue East, 2nd Floor
Toronto, Ontario M4T 1Z3, Canada

Re: Irrevocable Letter of Credit no. OSB83099TOR

Ladies/gentlemen:

This is a transfer certificate presented in accordance with your irrevocable Letter of Credit no. OSB83099TOR held by us (the 'Letter of Credit').

The undersigned, as beneficiary under the Letter of Credit, hereby irrevocably transfers to .....(insert name and address of transferee) all rights of the undersigned beneficiary to draw under the Letter of Credit. Transferee is successor collateral agent under the credit agreement, dated as of March 19, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the 'credit agreement'), among GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (each, a 'borrower'), Deutsche Bank Trust Company Americas, as administrative agent and collateral agent ('collateral agent'), and the other financial institutions and other parties party thereto.

By this transfer, all rights of the undersigned beneficiary in the Letter of Credit are transferred to the transferee and the transferee shall hereafter have the sole rights of the undersigned as beneficiary thereof.

The Letter of Credit is returned herewith for reissuance to the transferee or to be endorsed to the transferee.

This certificate has been executed and delivered by a duly authorized officer of the undersigned on the date first above written.

Please note that transfers will not be made that would violate (i) the foreign assets control regulations of the United States department of the treasury (ii) federal reserve regulations 23a and 23b and (iii) any other laws, statutes and regulations governing the issuance of or use of Letters of Credit.

Deutsche Bank Trust Company Americas, as Collateral Agent

By: .....
Name:
Title:

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The Bank of Nova Scotia

Regards,

Soo Min Lee
L2546

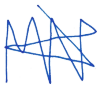
OMER MANZAR
M1006

Authorised Signature(s)

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(ʇo ǝ ǝbɐɥ ǝ oʇ ǝ)

This is Exhibit "M" 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

The Bank of Nova Scotia

Trade Services Centre
2nd Floor, 1 St. Clair Avenue East
Toronto, Ontario M4T 1Z3
Tel: 1-888-722-3867
Fax: 416-866-4286
SWIFT: NOSCCATTTPT

DUPLICATE ORIGINAL

Irrevocable Standby Letter of Credit No. OSB83099TOR

Amendment no. 1
Dated May 01, 2024

Beneficiary:
Deutsche Bank Trust Company Americas, as Collateral Agent Trust and Agency Services, United States

Applicant:
GSC Solar Fund I LP and GSC Solar Fund II LP c/o Grasshopper Solar Corp., 5750 Timberlea Blvd, Unit 16 Mississauga, ON L4W 5B9 Canada

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We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

Amended Terms:

1. In the Letter of Credit where it states:
"Each sight draft (s) presented in terms ..... not exceed the stated amount" has been deleted and replaced with:

"Each sight draft (s) presented in terms of this Letter of Credit shall be honored by us and shall immediately reduce the Stated Amount to be drawn hereunder by the amount of such drawing paid by us ("L/C draw Amounts") under this Letter of Credit. However, it is a condition of this Letter of Credit that this Letter of Credit shall be reinstated by way of an amendment by an amount equal to the Applicant's re-payment of the L/C Draw Amounts to us, up to the LC expiration date. The Beneficiary may make multiple drawdowns provided that the aggregate amount outstanding at any time does not exceed the stated amount."

2. The Total outstanding amount of the this Letter of Credit now to read as: CAD 7,859,670.00 (Seven Million Eight Hundred Fifty Nine Thousand Six Hundred Seventy and 00/100 Canadian Dollars)

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 1-888-722-3867. Please indicate our reference number in all your correspondence or telephone enquiries.

The Bank of Nova Scotia

Your consent to this amendment is required. Please immediately forward such written consent to The Bank of Nova Scotia, Trade Services Centre, 2nd Floor, 1 St. Clair Avenue East, Toronto, Ontario M4T 1Z3 quoting our reference number.

Regards,

Meltem Ates

Rodrigo Pacheco

Authorised Signature(s)

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The Bank of Nova Scotia

Trade Services Centre
2nd Floor, 1 St. Clair Avenue East
Toronto, Ontario M4T 1Z3
Tel: 1-888-722-3867
Fax: 416-866-4286
SWIFT: NOSCCATTTPT

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PLEASE SIGNIFY YOUR AGREEMENT/DISAGREEMENT TO THIS AMENDMENT BY RETURNING TO THE BANK OF NOVA SCOTIA, TRADE SERVICES CENTER, TORONTO A COPY OF THIS AMENDMENT AS INDICATED BELOW

( ) AGREE ( ) DISAGREE

SIGNATURE _____

NAME _____

TITLE _____

COMPANY Deutsche Bank Trust Company Americas

Irrevocable Standby Letter of Credit No. OSB83099TOR

Amendment no. 1
Dated May 01, 2024

Beneficiary:
Deutsche Bank Trust Company Americas, as Collateral Agent Trust and Agency Services, United States

Applicant:
GSC Solar Fund I LP and GSC Solar Fund II LP c/o Grasshopper Solar Corp., 5750 Timberlea Blvd, Unit 16 Mississauga, ON L4W 5B9 Canada

We amend our Standby Letter of Credit subject to the following terms and conditions. This amendment forms an integral part of the original instrument. All other terms and conditions remain unchanged.

Amended Terms:

1. In the Letter of Credit where it states:
"Each sight draft (s) presented in terms ..... not exceed the stated amount" has been deleted and replaced with:

"Each sight draft (s) presented in terms of this Letter of Credit shall be honored by us and shall immediately reduce the Stated Amount to be drawn hereunder by the amount of such drawing paid by us ("L/C draw Amounts") under this Letter of Credit. However, it is a condition of this Letter of Credit that this Letter of Credit shall be reinstated by way of an amendment by an amount equal to the Applicant's re-payment of the L/C Draw Amounts to us, up to the LC expiration date. The Beneficiary may make multiple drawdowns provided that the aggregate amount outstanding at any time does not exceed the stated amount."

2. The Total outstanding amount of the this Letter of Credit now to read as: CAD 7,859,670.00 (Seven Million Eight Hundred Fifty Nine Thousand Six Hundred Seventy and 00/100 Canadian Dollars)

Unless otherwise instructed herein, all correspondence and enquiries regarding this transaction should be directed to our Customer Service Centre at the above address, telephone: 1-888-722-3867. Please indicate our reference number in all your correspondence or telephone enquiries.

The Bank of Nova Scotia

Your consent to this amendment is required. Please immediately forward such written consent to The Bank of Nova Scotia, Trade Services Centre, 2nd Floor, 1 St. Clair Avenue East, Toronto, Ontario M4T 1Z3 quoting our reference number.

Regards,

Meltem Ates

Rodrigo Pacheco

Authorised Signature(s)

ORIGINAL

This is Exhibit "N" 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

(Multicurrency—Cross-Border)

ISDA®

International Swaps and Derivatives Association, Inc.

2002 MASTER AGREEMENT

dated as of March 19, 2018

DEUTSCHE BANK AG and **GSC SOLAR FUND I LP, an Ontario limited partnership**

("*Party A*") **("*Party B*")**

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this 2002 Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties or otherwise effective for the purpose of confirming or evidencing those Transactions. This 2002 Master Agreement and the Schedule are together referred to as this "Master Agreement".

Accordingly, the parties agree as follows:—

1. Interpretation

(a) ***Definitions.*** The terms defined in Section 14 and elsewhere in this Master Agreement will have the meanings therein specified for the purpose of this Master Agreement.

(b) ***Inconsistency.*** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement, such Confirmation will prevail for the purpose of the relevant Transaction.

(c) ***Single Agreement.*** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

(a) ***General Conditions.***

(i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.

(ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other condition specified in this Agreement to be a condition precedent for the purpose of this Section 2(a)(iii).

(b) ***Change of Account.*** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the Scheduled Settlement Date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) ***Netting of Payments.*** If on any date amounts would otherwise be payable:—

(i) in the same currency; and

(ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount and payment obligation will be determined in respect of all amounts payable on the same date in the same currency in respect of those Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or any Confirmation by specifying that "Multiple Transaction Payment Netting" applies to the Transactions identified as being subject to the election (in which case clause (ii) above will not apply to such Transactions). If Multiple Transaction Payment Netting is applicable to Transactions, it will apply to those Transactions with effect from the starting date specified in the Schedule or such Confirmation, or, if a starting date is not specified in the Schedule or such Confirmation, the starting date otherwise agreed by the parties in writing. This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

(d) ***Deduction or Withholding for Tax.***

(i) ***Gross-Up.*** All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold, then that party ("X") will:—

(1) promptly notify the other party ("Y") of such requirement;

(2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;

(3) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and

(4) if such Tax is an Indemnifiable Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Indemnifiable Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that it would not be required to be paid but for:—

(A) the failure by Y to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d); or

(B) the failure of a representation made by Y pursuant to Section 3(f) to be accurate and true unless such failure would not have occurred but for (I) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (II) a Change in Tax Law.

(ii) ***Liability.*** If:—

(1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4);

(2) X does not so deduct or withhold; and

(3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Y has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)).

3. Representations

Each party makes the representations contained in Sections 3(a), 3(b), 3(c), 3(d), 3(e) and 3(f) and, if specified in the Schedule as applying, 3(g) to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(f), at all times until the termination of this Agreement). If any "Additional Representation" is specified in the Schedule or any Confirmation as applying, the party or parties specified for such Additional Representation will make and, if applicable, be deemed to repeat such Additional Representation at the time or times specified for such Additional Representation.

(a) ***Basic Representations.***

(i) ***Status.*** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;

(ii) ***Powers.*** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;

(iii) ***No Violation or Conflict.*** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(iv) ***Consents.*** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) ***Obligations Binding.*** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or

similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) ***Absence of Certain Events.*** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) ***Absence of Litigation.*** There is not pending or, to its knowledge, threatened against it, any of its Credit Support Providers or any of its applicable Specified Entities any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) ***Accuracy of Specified Information.*** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

(e) ***Payer Tax Representation.*** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(e) is accurate and true.

(f) ***Payee Tax Representations.*** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(f) is accurate and true.

(g) ***No Agency.*** It is entering into this Agreement, including each Transaction, as principal and not as agent of any person or entity.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) ***Furnish Specified Information.*** It will deliver to the other party or, in certain cases under clause (iii) below, to such government or taxing authority as the other party reasonably directs:—

(i) any forms, documents or certificates relating to taxation specified in the Schedule or any Confirmation;

(ii) any other documents specified in the Schedule or any Confirmation; and

(iii) upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party or its Credit Support Provider to make a payment under this Agreement or any applicable Credit Support Document without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification,

in each case by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) ***Maintain Authorisations.*** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) ***Comply With Laws.*** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

(d) ***Tax Agreement.*** It will give notice of any failure of a representation made by it under Section 3(f) to be accurate and true promptly upon learning of such failure.

(e) ***Payment of Stamp Tax.*** Subject to Section 11, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of this Agreement by a jurisdiction in which it is incorporated, organised, managed and controlled or considered to have its seat, or where an Office through which it is acting for the purpose of this Agreement is located ("Stamp Tax Jurisdiction"), and will indemnify the other party against any Stamp Tax levied or imposed upon the other party or in respect of the other party's execution or performance of this Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the other party.

5. Events of Default and Termination Events

(a) ***Events of Default.*** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes (subject to Sections 5(c) and 6(e)(iv)) an event of default (an "Event of Default") with respect to such party:—

(i) ***Failure to Pay or Deliver.*** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) required to be made by it if such failure is not remedied on or before the first Local Business Day in the case of any such payment or the first Local Delivery Day in the case of any such delivery after, in each case, notice of such failure is given to the party;

(ii) ***Breach of Agreement; Repudiation of Agreement.***

(1) Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) or to give notice of a Termination Event or any agreement or obligation under Section 4(a)(i), 4(a)(iii) or 4(d)) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied within 30 days after notice of such failure is given to the party; or

(2) the party disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, this Master Agreement, any Confirmation executed and delivered by that party or any Transaction evidenced by such a Confirmation (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iii) ***Credit Support Default.***

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document, or any security interest granted by such party or such Credit Support Provider to the other party pursuant to any such Credit Support Document, to be in full force and effect for the purpose of this Agreement (in each case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iv) ***Misrepresentation.*** A representation (other than a representation under Section 3(e) or 3(f)) made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) ***Default Under Specified Transaction.*** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(l) defaults (other than by failing to make a delivery) under a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction;

(2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment due on the last payment or exchange date of, or any payment on early termination of, a Specified Transaction (or, if there is no applicable notice requirement or grace period, such default continues for at least one Local Business Day);

(3) defaults in making any delivery due under (including any delivery due on the last delivery or exchange date of) a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, all transactions outstanding under the documentation applicable to that Specified Transaction; or

(4) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, a Specified Transaction or any credit support arrangement relating to a Specified Transaction that is, in either case, confirmed or evidenced by a document or other confirming evidence executed and delivered by that party, Credit Support Provider or Specified Entity (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) ***Cross-Default.*** If "Cross-Default" is specified in the Schedule as applying to the party, the occurrence or existence of:—

(l) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) where the aggregate principal amount of such agreements or instruments, either alone or together with the amount, if any, referred to in clause (2) below, is not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments before it would otherwise have been due and payable; or

(2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments under such agreements or instruments on the due date for payment (after giving effect to any applicable notice requirement or grace period) in an aggregate amount, either alone or together with the amount, if any, referred to in clause (1) above, of not less than the applicable Threshold Amount;

(vii) ***Bankruptcy.*** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(l) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (l) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) ***Merger Without Assumption.*** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganises, reincorporates or reconstitutes into or as, another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganisation, reincorporation or reconstitution:—

(l) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) ***Termination Events.*** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes (subject to Section 5(c)) an Illegality if the event is specified in clause (i) below, a Force Majeure Event if the event is specified in clause (ii) below, a Tax Event if the event is specified in clause (iii) below, a Tax Event Upon Merger if the event is specified in clause (iv) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to clause (v) below or an Additional Termination Event if the event is specified pursuant to clause (vi) below:—

(i) ***Illegality.*** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, due to an event or circumstance (other than any action taken by a party or, if applicable, any Credit Support Provider of such party) occurring after a Transaction is entered into, it becomes unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by either party or any Credit Support Provider, as the case may be), on any day, or it would be

unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of a breach by the party of Section 4(b)):—

(1) for the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction to perform any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or

(2) for such party or any Credit Support Provider of such party (which will be the Affected Party) to perform any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, to receive a payment or delivery under such Credit Support Document or to comply with any other material provision of such Credit Support Document;

(ii) ***Force Majeure Event.*** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, by reason of force majeure or act of state occurring after a Transaction is entered into, on any day:—

(1) the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction is prevented from performing any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, from receiving a payment or delivery in respect of such Transaction, or from complying with any other material provision of this Agreement relating to such Transaction (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or impracticable for such Office so to perform, receive or comply (or it would be impossible or impracticable for such Office so to perform, receive or comply if such payment, delivery or compliance were required on that day); or

(2) such party or any Credit Support Provider of such party (which will be the Affected Party) is prevented from performing any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, from receiving a payment or delivery under such Credit Support Document or from complying with any other material provision of such Credit Support Document (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply (or it would be impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply if such payment, delivery or compliance were required on that day),

so long as the force majeure or act of state is beyond the control of such Office, such party or such Credit Support Provider, as appropriate, and such Office, party or Credit Support Provider could not, after using all reasonable efforts (which will not require such party or Credit Support Provider to incur a loss, other than immaterial, incidental expenses), overcome such prevention, impossibility or impracticability;

(iii) ***Tax Event.*** Due to (1) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (2) a Change in Tax Law, the party (which will be the Affected Party) will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Settlement Date (A) be required to pay to the other party an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (B) receive a payment from which an amount is required to be deducted or withheld for or on account of a Tax (except in respect of interest under Section 9(h)) and no additional amount is required to be paid in respect of such Tax under Section 2(d)(i)(4) (other than by reason of Section 2(d)(i)(4)(A) or (B));

(iv) ***Tax Event Upon Merger.*** The party (the "Burdened Party") on the next succeeding Scheduled Settlement Date will either (1) be required to pay an additional amount in respect of an Indemnifiable

Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (2) receive a payment from which an amount has been deducted or withheld for or on account of any Tax in respect of which the other party is not required to pay an additional amount (other than by reason of Section 2(d)(i)(4)(A) or (B)), in either case as a result of a party consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets (or any substantial part of the assets comprising the business conducted by it as of the date of this Master Agreement) to, or reorganising, reincorporating or reconstituting into or as, another entity (which will be the Affected Party) where such action does not constitute a Merger Without Assumption;

(v) ***Credit Event Upon Merger.*** If "Credit Event Upon Merger" is specified in the Schedule as applying to the party, a Designated Event (as defined below) occurs with respect to such party, any Credit Support Provider of such party or any applicable Specified Entity of such party (in each case, "X") and such Designated Event does not constitute a Merger Without Assumption, and the creditworthiness of X or, if applicable, the successor, surviving or transferee entity of X, after taking into account any applicable Credit Support Document, is materially weaker immediately after the occurrence of such Designated Event than that of X immediately prior to the occurrence of such Designated Event (and, in any such event, such party or its successor, surviving or transferee entity, as appropriate, will be the Affected Party). A "Designated Event" with respect to X means that:—

(1) X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets (or any substantial part of the assets comprising the business conducted by X as of the date of this Master Agreement) to, or reorganises, reincorporates or reconstitutes into or as, another entity;

(2) any person, related group of persons or entity acquires directly or indirectly the beneficial ownership of (A) equity securities having the power to elect a majority of the board of directors (or its equivalent) of X or (B) any other ownership interest enabling it to exercise control of X; or

(3) X effects any substantial change in its capital structure by means of the issuance, incurrence or guarantee of debt or the issuance of (A) preferred stock or other securities convertible into or exchangeable for debt or preferred stock or (B) in the case of entities other than corporations, any other form of ownership interest; or

(vi) ***Additional Termination Event.*** If any "Additional Termination Event" is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties will be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) ***Hierarchy of Events.***

(i) An event or circumstance that constitutes or gives rise to an Illegality or a Force Majeure Event will not, for so long as that is the case, also constitute or give rise to an Event of Default under Section 5(a)(i), 5(a)(ii)(1) or 5(a)(iii)(1) insofar as such event or circumstance relates to the failure to make any payment or delivery or a failure to comply with any other material provision of this Agreement or a Credit Support Document, as the case may be.

(ii) Except in circumstances contemplated by clause (i) above, if an event or circumstance which would otherwise constitute or give rise to an Illegality or a Force Majeure Event also constitutes an Event of Default or any other Termination Event, it will be treated as an Event of Default or such other Termination Event, as the case may be, and will not constitute or give rise to an Illegality or a Force Majeure Event.

(iii) If an event or circumstance which would otherwise constitute or give rise to a Force Majeure Event also constitutes an Illegality, it will be treated as an Illegality, except as described in clause (ii) above, and not a Force Majeure Event.

(d) ***Deferral of Payments and Deliveries During Waiting Period.*** If an Illegality or a Force Majeure Event has occurred and is continuing with respect to a Transaction, each payment or delivery which would otherwise be required to be made under that Transaction will be deferred to, and will not be due until:—

(i) the first Local Business Day or, in the case of a delivery, the first Local Delivery Day (or the first day that would have been a Local Business Day or Local Delivery Day, as appropriate, but for the occurrence of the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event) following the end of any applicable Waiting Period in respect of that Illegality or Force Majeure Event, as the case may be; or

(ii) if earlier, the date on which the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event ceases to exist or, if such date is not a Local Business Day or, in the case of a delivery, a Local Delivery Day, the first following day that is a Local Business Day or Local Delivery Day, as appropriate.

(e) ***Inability of Head or Home Office to Perform Obligations of Branch.*** If (i) an Illegality or a Force Majeure Event occurs under Section 5(b)(i)(1) or 5(b)(ii)(1) and the relevant Office is not the Affected Party's head or home office, (ii) Section 10(a) applies, (iii) the other party seeks performance of the relevant obligation or compliance with the relevant provision by the Affected Party's head or home office and (iv) the Affected Party's head or home office fails so to perform or comply due to the occurrence of an event or circumstance which would, if that head or home office were the Office through which the Affected Party makes and receives payments and deliveries with respect to the relevant Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and such failure would otherwise constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) with respect to such party, then, for so long as the relevant event or circumstance continues to exist with respect to both the Office referred to in Section 5(b)(i)(1) or 5(b)(ii)(1), as the case may be, and the Affected Party's head or home office, such failure will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1).

6. Early Termination; Close-Out Netting

(a) ***Right to Terminate Following Event of Default.*** If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) ***Right to Terminate Following Termination Event.***

(i) ***Notice.*** If a Termination Event other than a Force Majeure Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction, and will also give the other party such other information about that Termination Event as the other party may reasonably require. If a Force Majeure Event occurs, each party will, promptly upon becoming aware of it, use all reasonable efforts to notify the other party, specifying the nature of that Force Majeure Event, and will also give the other party such other information about that Force Majeure Event as the other party may reasonably require.

(ii) ***Transfer to Avoid Termination Event.*** If a Tax Event occurs and there is only one Affected Party, or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the Affected Party will, as a condition to its right to designate an Early Termination Date under Section 6(b)(iv), use all reasonable efforts (which will not require such party to incur a loss, other than immaterial, incidental expenses) to transfer within 20 days after it gives notice under Section 6(b)(i) all its rights and

obligations under this Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such 20 day period, whereupon the other party may effect such a transfer within 30 days after the notice is given under Section 6(b)(i).

Any such transfer by a party under this Section 6(b)(ii) will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party's policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

(iii) ***Two Affected Parties.*** If a Tax Event occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice of such occurrence is given under Section 6(b)(i) to avoid that Termination Event.

(iv) ***Right to Terminate.***

(1) If:—

(A) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(B) a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party,

the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there are two Affected Parties, or the Non-affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, if the relevant Termination Event is then continuing, by not more than 20 days notice to the other party, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(2) If at any time an Illegality or a Force Majeure Event has occurred and is then continuing and any applicable Waiting Period has expired:—

(A) Subject to clause (B) below, either party may, by not more than 20 days notice to the other party, designate (I) a day not earlier than the day on which such notice becomes effective as an Early Termination Date in respect of all Affected Transactions or (II) by specifying in that notice the Affected Transactions in respect of which it is designating the relevant day as an Early Termination Date, a day not earlier than two Local Business Days following the day on which such notice becomes effective as an Early Termination Date in respect of less than all Affected Transactions. Upon receipt of a notice designating an Early Termination Date in respect of less than all Affected Transactions, the other party may, by notice to the designating party, if such notice is effective on or before the day so designated, designate that same day as an Early Termination Date in respect of any or all other Affected Transactions.

(B) An Affected Party (if the Illegality or Force Majeure Event relates to performance by such party or any Credit Support Provider of such party of an obligation to make any payment or delivery under, or to compliance with any other material provision of, the relevant Credit Support Document) will only have the right to designate an Early Termination Date under Section 6(b)(iv)(2)(A) as a result of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2), following the prior designation by the other party of an Early Termination Date, pursuant to Section 6(b)(iv)(2)(A), in respect of less than all Affected Transactions.

(c) ***Effect of Designation.***

(i) If notice designating an Early Termination Date is given under Section 6(a) or 6(b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 9(h)(i) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date will be determined pursuant to Sections 6(e) and 9(h)(ii).

(d) ***Calculations; Payment Date.***

(i) ***Statement.*** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (1) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying (except where there are two Affected Parties) any Early Termination Amount payable and (3) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation or market data obtained in determining a Close-out Amount, the records of the party obtaining such quotation or market data will be conclusive evidence of the existence and accuracy of such quotation or market data.

(ii) ***Payment Date.*** An Early Termination Amount due in respect of any Early Termination Date will, together with any amount of interest payable pursuant to Section 9(h)(ii)(2), be payable (1) on the day on which notice of the amount payable is effective in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default and (2) on the day which is two Local Business Days after the day on which notice of the amount payable is effective (or, if there are two Affected Parties, after the day on which the statement provided pursuant to clause (i) above by the second party to provide such a statement is effective) in the case of an Early Termination Date which is designated as a result of a Termination Event.

(e) ***Payments on Early Termination.*** If an Early Termination Date occurs, the amount, if any, payable in respect of that Early Termination Date (the "Early Termination Amount") will be determined pursuant to this Section 6(e) and will be subject to Section 6(f).

(i) ***Events of Default.*** If the Early Termination Date results from an Event of Default, the Early Termination Amount will be an amount equal to (1) the sum of (A) the Termination Currency Equivalent of the Close-out Amount or Close-out Amounts (whether positive or negative) determined by the Non-defaulting Party for each Terminated Transaction or group of Terminated Transactions, as the case may be, and (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (2) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If the Early Termination Amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of the Early Termination Amount to the Defaulting Party.

(ii) ***Termination Events.*** If the Early Termination Date results from a Termination Event:—

(1) *One Affected Party*. Subject to clause (3) below, if there is one Affected Party, the Early Termination Amount will be determined in accordance with Section 6(e)(i), except that references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and to the Non-affected Party, respectively.

(2) *Two Affected Parties*. Subject to clause (3) below, if there are two Affected Parties, each party will determine an amount equal to the Termination Currency Equivalent of the sum of the Close-out Amount or Close-out Amounts (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions, as the case may be, and the Early Termination Amount will be an amount equal to (A) the sum of (I) one-half of the difference between the higher amount so determined (by party "X") and the lower amount so determined (by party "Y") and (II) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to Y. If the Early Termination Amount is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of the Early Termination Amount to Y.

(3) *Mid-Market Events*. If that Termination Event is an Illegality or a Force Majeure Event, then the Early Termination Amount will be determined in accordance with clause (1) or (2) above, as appropriate, except that, for the purpose of determining a Close-out Amount or Close-out Amounts, the Determining Party will:—

(A) if obtaining quotations from one or more third parties (or from any of the Determining Party's Affiliates), ask each third party or Affiliate (I) not to take account of the current creditworthiness of the Determining Party or any existing Credit Support Document and (II) to provide mid-market quotations; and

(B) in any other case, use mid-market values without regard to the creditworthiness of the Determining Party.

(iii) ***Adjustment for Bankruptcy.*** In circumstances where an Early Termination Date occurs because Automatic Early Termination applies in respect of a party, the Early Termination Amount will be subject to such adjustments as are appropriate and permitted by applicable law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) ***Adjustment for Illegality or Force Majeure Event.*** The failure by a party or any Credit Support Provider of such party to pay, when due, any Early Termination Amount will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) if such failure is due to the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event. Such amount will (1) accrue interest and otherwise be treated as an Unpaid Amount owing to the other party if subsequently an Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions and (2) otherwise accrue interest in accordance with Section 9(h)(ii)(2).

(v) ***Pre-Estimate.*** The parties agree that an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks, and, except as otherwise provided in this Agreement, neither party will be entitled to recover any additional damages as a consequence of the termination of the Terminated Transactions.

(f) ***Set-Off.*** Any Early Termination Amount payable to one party (the "Payee") by the other party (the "Payer"), in circumstances where there is a Defaulting Party or where there is one Affected Party in the case where either a Credit Event Upon Merger has occurred or any other Termination Event in respect of which all outstanding Transactions are Affected Transactions has occurred, will, at the option of the Non-defaulting Party or the Non-affected Party, as the case may be ("X") (and without prior notice to the Defaulting Party or the Affected Party, as the case may be), be reduced by its set-off against any other amounts ("Other Amounts") payable by the Payee to the Payer (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation). To the extent that any Other Amounts are so set off, those Other Amounts will be discharged promptly and in all respects. X will give notice to the other party of any set-off effected under this Section 6(f).

For this purpose, either the Early Termination Amount or the Other Amounts (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount of such currency.

If an obligation is unascertained, X may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) will be effective to create a charge or other security interest. This Section 6(f) will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

7. Transfer

Subject to Section 6(b)(ii) and to the extent permitted by applicable law, neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any Early Termination Amount payable to it by a Defaulting Party, together with any amounts payable on or with respect to that interest and any other rights associated with that interest pursuant to Sections 8, 9(h) and 11.

Any purported transfer that is not in compliance with this Section 7 will be void.

8. Contractual Currency

(a) ***Payment in the Contractual Currency.*** Each payment under this Agreement will be made in the relevant currency specified in this Agreement for that payment (the "Contractual Currency"). To the extent permitted by applicable law, any obligation to make payments under this Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in good faith and using commercially reasonable procedures in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the party required to make the payment will, to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of this Agreement, the party receiving the payment will refund promptly the amount of such excess.

(b) ***Judgments.*** To the extent permitted by applicable law, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of this Agreement, (ii) for the payment of any amount relating to any early termination in respect of this Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in clause (i) or (ii) above, the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the Contractual Currency received by such party 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 Contractual Currency is converted into the currency of the judgment or order for the purpose of such judgment or order and the rate of exchange at which such party is

able, acting in good faith and using commercially reasonable procedures in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by such party.

(c) ***Separate Indemnities.*** To the extent permitted by applicable law, the indemnities in this Section 8 constitute separate and independent obligations from the other obligations in this Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of this Agreement.

(d) ***Evidence of Loss.*** For the purpose of this Section 8, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

9. Miscellaneous

(a) ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

(b) ***Amendments.*** An amendment, modification or waiver in respect of this Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.

(c) ***Survival of Obligations.*** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) ***Remedies Cumulative.*** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) ***Counterparts and Confirmations.***

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission and by electronic messaging system), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation will be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes, by an exchange of electronic messages on an electronic messaging system or by an exchange of e-mails, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex, electronic message or e-mail constitutes a Confirmation.

(f) ***No Waiver of Rights.*** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) ***Headings.*** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

(h) ***Interest and Compensation.***

(i) ***Prior to Early Termination.*** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction:—

(1) *Interest on Defaulted Payments.* If a party defaults in the performance of any payment obligation, it will, to the extent permitted by applicable law and subject to Section 6(c), pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (3)(B) or (C) below), at the Default Rate.

(2) *Compensation for Defaulted Deliveries.* If a party defaults in the performance of any obligation required to be settled by delivery, it will on demand (A) compensate the other party to the extent provided for in the relevant Confirmation or elsewhere in this Agreement and (B) unless otherwise provided in the relevant Confirmation or elsewhere in this Agreement, to the extent permitted by applicable law and subject to Section 6(c), pay to the other party interest (before as well as after judgment) on an amount equal to the fair market value of that which was required to be delivered in the same currency as that amount, for the period from (and including) the originally scheduled date for delivery to (but excluding) the date of actual delivery (and excluding any period in respect of which interest or compensation in respect of that amount is due pursuant to clause (4) below), at the Default Rate. The fair market value of any obligation referred to above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party that was entitled to take delivery.

(3) *Interest on Deferred Payments.* If:—

(A) a party does not pay any amount that, but for Section 2(a)(iii), would have been payable, it will, to the extent permitted by applicable law and subject to Section 6(c) and clauses (B) and (C) below, pay interest (before as well as after judgment) on that amount to the other party on demand (after such amount becomes payable) in the same currency as that amount, for the period from (and including) the date the amount would, but for Section 2(a)(iii), have been payable to (but excluding) the date the amount actually becomes payable, at the Applicable Deferral Rate;

(B) a payment is deferred pursuant to Section 5(d), the party which would otherwise have been required to make that payment will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the amount of the deferred payment to the other party on demand (after such amount becomes payable) in the same currency as the deferred payment, for the period from (and including) the date the amount would, but for Section 5(d), have been payable to (but excluding) the earlier of the date the payment is no longer deferred pursuant to Section 5(d) and the date during the deferral period upon which an Event of Default or Potential Event of Default with respect to that party occurs, at the Applicable Deferral Rate; or

(C) a party fails to make any payment due to the occurrence of an Illegality or a Force Majeure Event (after giving effect to any deferral period contemplated by clause (B) above), it will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as the event or circumstance giving rise to that Illegality or Force Majeure Event continues and no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the date the party fails to make the payment due to the occurrence of the relevant Illegality or Force Majeure

Event (or, if later, the date the payment is no longer deferred pursuant to Section 5(d)) to (but excluding) the earlier of the date the event or circumstance giving rise to that Illegality or Force Majeure Event ceases to exist and the date during the period upon which an Event of Default or Potential Event of Default with respect to that party occurs (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (B) above), at the Applicable Deferral Rate.

(4) *Compensation for Deferred Deliveries.* If:—

(A) a party does not perform any obligation that, but for Section 2(a)(iii), would have been required to be settled by delivery;

(B) a delivery is deferred pursuant to Section 5(d); or

(C) a party fails to make a delivery due to the occurrence of an Illegality or a Force Majeure Event at a time when any applicable Waiting Period has expired,

the party required (or that would otherwise have been required) to make the delivery will, to the extent permitted by applicable law and subject to Section 6(c), compensate and pay interest to the other party on demand (after, in the case of clauses (A) and (B) above, such delivery is required) if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

(ii) ***Early Termination.*** Upon the occurrence or effective designation of an Early Termination Date in respect of a Transaction:—

(1) *Unpaid Amounts.* For the purpose of determining an Unpaid Amount in respect of the relevant Transaction, and to the extent permitted by applicable law, interest will accrue on the amount of any payment obligation or the amount equal to the fair market value of any obligation required to be settled by delivery included in such determination in the same currency as that amount, for the period from (and including) the date the relevant obligation was (or would have been but for Section 2(a)(iii) or 5(d)) required to have been performed to (but excluding) the relevant Early Termination Date, at the Applicable Close-out Rate.

(2) *Interest on Early Termination Amounts.* If an Early Termination Amount is due in respect of such Early Termination Date, that amount will, to the extent permitted by applicable law, be paid together with interest (before as well as after judgment) on that amount in the Termination Currency, for the period from (and including) such Early Termination Date to (but excluding) the date the amount is paid, at the Applicable Close-out Rate.

(iii) ***Interest Calculation.*** Any interest pursuant to this Section 9(h) will be calculated on the basis of daily compounding and the actual number of days elapsed.

10. Offices; Multibranch Parties

(a) If Section 10(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to and agrees with the other party that, notwithstanding the place of booking or its jurisdiction of incorporation or organisation, its obligations are the same in terms of recourse against it as if it had entered into the Transaction through its head or home office, except that a party will not have recourse to the head or home office of the other party in respect of any payment or delivery deferred pursuant to Section 5(d) for so long as the payment or delivery is so deferred. This representation and agreement will be deemed to be repeated by each party on each date on which the parties enter into a Transaction.

(b) If a party is specified as a Multibranch Party in the Schedule, such party may, subject to clause (c) below, enter into a Transaction through, book a Transaction in and make and receive payments and deliveries

with respect to a Transaction through any Office listed in respect of that party in the Schedule (but not any other Office unless otherwise agreed by the parties in writing).

(c) The Office through which a party enters into a Transaction will be the Office specified for that party in the relevant Confirmation or as otherwise agreed by the parties in writing, and, if an Office for that party is not specified in the Confirmation or otherwise agreed by the parties in writing, its head or home office. Unless the parties otherwise agree in writing, the Office through which a party enters into a Transaction will also be the Office in which it books the Transaction and the Office through which it makes and receives payments and deliveries with respect to the Transaction. Subject to Section 6(b)(ii), neither party may change the Office in which it books the Transaction or the Office through which it makes and receives payments or deliveries with respect to a Transaction without the prior written consent of the other party.

11. Expenses

A Defaulting Party will on demand indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, execution fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

12. Notices

(a) ***Effectiveness.*** Any notice or other communication in respect of this Agreement may be given in any manner described below (except that a notice or other communication under Section 5 or 6 may not be given by electronic messaging system or e-mail) to the address or number or in accordance with the electronic messaging system or e-mail details provided (see the Schedule) and will be deemed effective as indicated:—

(i) if in writing and delivered in person or by courier, on the date it is delivered;

(ii) if sent by telex, on the date the recipient's answerback is received;

(iii) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;

(v) if sent by electronic messaging system, on the date it is received; or

(vi) if sent by e-mail, on the date it is delivered,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication will be deemed given and effective on the first following day that is a Local Business Day.

(b) ***Change of Details.*** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system or e-mail details at which notices or other communications are to be given to it.

13. Governing Law and Jurisdiction

(a) ***Governing Law.*** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) ***Jurisdiction.*** With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement ("Proceedings"), each party irrevocably:—

(i) submits:—

(1) if this Agreement is expressed to be governed by English law, to (A) the non-exclusive jurisdiction of the English courts if the Proceedings do not involve a Convention Court and (B) the exclusive jurisdiction of the English courts if the Proceedings do involve a Convention Court; or

(2) if this Agreement is expressed to be governed by the laws of the State of New York, to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City;

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and

(iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

(c) ***Service of Process.*** Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the Schedule to receive, for it and on its behalf, service of process in any Proceedings. If for any reason any party's Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 12(a)(i), 12(a)(iii) or 12(a)(iv). Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by applicable law.

(d) ***Waiver of Immunities.*** Each party irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

14. Definitions

As used in this Agreement:—

"Additional Representation" has the meaning specified in Section 3.

"Additional Termination Event" has the meaning specified in Section 5(b).

"Affected Party" has the meaning specified in Section 5(b).

"Affected Transactions" means (a) with respect to any Termination Event consisting of an Illegality, Force Majeure Event, Tax Event or Tax Event Upon Merger, all Transactions affected by the occurrence of such Termination Event (which, in the case of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2), means all Transactions unless the relevant Credit Support Document references only certain Transactions, in which case those Transactions and, if the relevant Credit Support Document constitutes a Confirmation for a Transaction, that Transaction) and (b) with respect to any other Termination Event, all Transactions.

"Affiliate" means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under

common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Agreement" has the meaning specified in Section 1(c).

"Applicable Close-out Rate" means:—

(a) in respect of the determination of an Unpaid Amount:—

(i) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;

(ii) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate;

(iii) in respect of obligations deferred pursuant to Section 5(d), if there is no Defaulting Party and for so long as the deferral period continues, the Applicable Deferral Rate; and

(iv) in all other cases following the occurrence of a Termination Event (except where interest accrues pursuant to clause (iii) above), the Applicable Deferral Rate; and

(b) in respect of an Early Termination Amount:—

(i) for the period from (and including) the relevant Early Termination Date to (but excluding) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable:—

(1) if the Early Termination Amount is payable by a Defaulting Party, the Default Rate;

(2) if the Early Termination Amount is payable by a Non-defaulting Party, the Non-default Rate; and

(3) in all other cases, the Applicable Deferral Rate; and

(ii) for the period from (and including) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable to (but excluding) the date of actual payment:—

(1) if a party fails to pay the Early Termination Amount due to the occurrence of an event or circumstance which would, if it occurred with respect to a payment or delivery under a Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and for so long as the Early Termination Amount remains unpaid due to the continuing existence of such event or circumstance, the Applicable Deferral Rate;

(2) if the Early Termination Amount is payable by a Defaulting Party (but excluding any period in respect of which clause (1) above applies), the Default Rate;

(3) if the Early Termination Amount is payable by a Non-defaulting Party (but excluding any period in respect of which clause (1) above applies), the Non-default Rate; and

(4) in all other cases, the Termination Rate.

"Applicable Deferral Rate" means:—

(a) for the purpose of Section 9(h)(i)(3)(A), the rate certified by the relevant payer to be a rate offered to the payer by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market;

(b) for purposes of Section 9(h)(i)(3)(B) and clause (a)(iii) of the definition of Applicable Close-out Rate, the rate certified by the relevant payer to be a rate offered to prime banks by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer after consultation with the other party, if practicable, for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market; and

(c) for purposes of Section 9(h)(i)(3)(C) and clauses (a)(iv), (b)(i)(3) and (b)(ii)(1) of the definition of Applicable Close-out Rate, a rate equal to the arithmetic mean of the rate determined pursuant to clause (a) above and a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount.

"***Automatic Early Termination***" has the meaning specified in Section 6(a).

"Burdened Party" has the meaning specified in Section 5(b)(iv).

"Change in Tax Law" means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs after the parties enter into the relevant Transaction.

"Close-out Amount" means, with respect to each Terminated Transaction or each group of Terminated Transactions and a Determining Party, the amount of the losses or costs of the Determining Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Determining Party that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for the Determining Party the economic equivalent of, (a) the material terms of that Terminated Transaction or group of Terminated Transactions, including the payments and deliveries by the parties under Section 2(a)(i) in respect of that Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in Section 2(a)(iii)) and (b) the option rights of the parties in respect of that Terminated Transaction or group of Terminated Transactions.

Any Close-out Amount will be determined by the Determining Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Determining Party may determine a Close-out Amount for any group of Terminated Transactions or any individual Terminated Transaction but, in the aggregate, for not less than all Terminated Transactions. Each Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable.

Unpaid Amounts in respect of a Terminated Transaction or group of Terminated Transactions and legal fees and out-of-pocket expenses referred to in Section 11 are to be excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the Determining Party may consider any relevant information, including, without limitation, one or more of the following types of information:—

(i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation;

(ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(iii) information of the types described in clause (i) or (ii) above from internal sources (including any of the Determining Party's Affiliates) if that information is of the same type used by the Determining Party in the regular course of its business for the valuation of similar transactions.

The Determining Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless the Determining Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clause (i), (ii) or (iii) above, the Determining Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilised. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clause (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the Determining Party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to a Terminated Transaction or group of Terminated Transactions (or any gain resulting from any of them).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:—

(1) application to relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Determining Party in the regular course of its business in pricing or valuing transactions between the Determining Party and unrelated third parties that are similar to the Terminated Transaction or group of Terminated Transactions; and

(2) application of different valuation methods to Terminated Transactions or groups of Terminated Transactions depending on the type, complexity, size or number of the Terminated Transactions or group of Terminated Transactions.

"Confirmation" has the meaning specified in the preamble.

"consent" includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

"Contractual Currency" has the meaning specified in Section 8(a).

"Convention Court" means any court which is bound to apply to the Proceedings either Article 17 of the 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters or Article 17 of the 1988 Lugano Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters.

"Credit Event Upon Merger" has the meaning specified in Section 5(b).

"Credit Support Document" means any agreement or instrument that is specified as such in this Agreement.

"Credit Support Provider" has the meaning specified in the Schedule.

"Cross-Default" means the event specified in Section 5(a)(vi).

"Default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

"Defaulting Party" has the meaning specified in Section 6(a).

"Designated Event" has the meaning specified in Section 5(b)(v).

"Determining Party" means the party determining a Close-out Amount.

"Early Termination Amount" has the meaning specified in Section 6(e).

"Early Termination Date" means the date determined in accordance with Section 6(a) or 6(b)(iv).

"electronic messages" does not include e-mails but does include documents expressed in markup languages, and ***"electronic messaging system"*** will be construed accordingly.

"***English law***" means the law of England and Wales, and "***English***" will be construed accordingly.

"Event of Default" has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

"Force Majeure Event" has the meaning specified in Section 5(b).

"General Business Day" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits).

"Illegality" has the meaning specified in Section 5(b).

"Indemnifiable Tax" means any Tax other than a Tax that would not be imposed in respect of a payment under this Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, this Agreement or a Credit Support Document).

"law" includes any treaty, law, rule or regulation (as modified, in the case of tax matters, by the practice of any relevant governmental revenue authority) and ***"unlawful"*** will be construed accordingly.

"Local Business Day" means (a) in relation to any obligation under Section 2(a)(i), a General Business Day in the place or places specified in the relevant Confirmation and a day on which a relevant settlement system is open or operating as specified in the relevant Confirmation or, if a place or a settlement system is not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) for the purpose of determining when a Waiting Period expires, a General Business Day in the place where the event or circumstance that constitutes or gives rise to the Illegality or Force Majeure Event, as the case may be, occurs, (c) in relation to any other payment, a General Business Day in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment and, if that currency does not have a single recognised principal financial centre, a day on which the settlement system necessary to accomplish such payment is open, (d) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), a General Business Day (or a day that would have been a General Business Day but for the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event) in the place specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (e) in relation to Section 5(a)(v)(2), a General Business Day in the relevant locations for performance with respect to such Specified Transaction.

"Local Delivery Day" means, for purposes of Sections 5(a)(i) and 5(d), a day on which settlement systems necessary to accomplish the relevant delivery are generally open for business so that the delivery is capable of being accomplished in accordance with customary market practice, in the place specified in the relevant Confirmation or, if not so specified, in a location as determined in accordance with customary market practice for the relevant delivery.

"Master Agreement" has the meaning specified in the preamble.

"Merger Without Assumption" means the event specified in Section 5(a)(viii).

"***Multiple Transaction Payment Netting***" has the meaning specified in Section 2(c).

"Non-affected Party" means, so long as there is only one Affected Party, the other party.

"Non-default Rate" means the rate certified by the Non-defaulting Party to be a rate offered to the Non-defaulting Party by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the Non-defaulting Party for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market.

"Non-defaulting Party" has the meaning specified in Section 6(a).

"Office" means a branch or office of a party, which may be such party's head or home office.

"***Other Amounts***" has the meaning specified in Section 6(f).

"Payee" has the meaning specified in Section 6(f).

"Payer" has the meaning specified in Section 6(f).

"Potential Event of Default" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Proceedings" has the meaning specified in Section 13(b).

"***Process Agent***" has the meaning specified in the Schedule.

"rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

"Relevant Jurisdiction" means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organised, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of this Agreement is located, (c) in which the party executes this Agreement and (d) in relation to any payment, from or through which such payment is made.

"Schedule" has the meaning specified in the preamble.

"Scheduled Settlement Date" means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

"Specified Entity" has the meaning specified in the Schedule.

"Specified Indebtedness" means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

"Specified Transaction" means, subject to the Schedule, (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is not a Transaction under this Agreement but (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other

financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

"Stamp Tax" means any stamp, registration, documentation or similar tax.

"Stamp Tax Jurisdiction" has the meaning specified in Section 4(e).

"Tax" means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

"Tax Event" has the meaning specified in Section 5(b).

"Tax Event Upon Merger" has the meaning specified in Section 5(b).

"Terminated Transactions" means, with respect to any Early Termination Date, (a) if resulting from an Illegality or a Force Majeure Event, all Affected Transactions specified in the notice given pursuant to Section 6(b)(iv), (b) if resulting from any other Termination Event, all Affected Transactions and (c) if resulting from an Event of Default, all Transactions in effect either immediately before the effectiveness of the notice designating that Early Termination Date or, if Automatic Early Termination applies, immediately before that Early Termination Date.

"Termination Currency" means (a) if a Termination Currency is specified in the Schedule and that currency is freely available, that currency, and (b) otherwise, euro if this Agreement is expressed to be governed by English law or United States Dollars if this Agreement is expressed to be governed by the laws of the State of New York.

"Termination Currency Equivalent" means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the "Other Currency"), the amount in the Termination Currency determined by the party making the relevant determination as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Close-out Amount is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will, if only one party is obliged to make a determination under Section 6(e), be selected in good faith by that party and otherwise will be agreed by the parties.

"Termination Event" means an Illegality, a Force Majeure Event, a Tax Event, a Tax Event Upon Merger or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

"Termination Rate" means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

"***Threshold Amount***" means the amount, if any, specified as such in the Schedule.

"***Transaction***" has the meaning specified in the preamble.

"Unpaid Amounts" owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii) or due but for Section 5(d)) to such party under Section 2(a)(i) or 2(d)(i)(4) on or prior to

such Early Termination Date and which remain unpaid as at such Early Termination Date, (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii) or 5(d)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered and (c) if the Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions, any Early Termination Amount due prior to such Early Termination Date and which remains unpaid as of such Early Termination Date, in each case together with any amount of interest accrued or other compensation in respect of that obligation or deferred obligation, as the case may be, pursuant to Section 9(h)(ii)(1) or (2) as appropriate. The fair market value of any obligation referred to in clause (b) above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it will be the average of the Termination Currency Equivalents of the fair market values so determined by both parties.

"Waiting Period" means:—

(a) in respect of an event or circumstance under Section 5(b)(i), other than in the case of Section 5(b)(i)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of three Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance; and

(b) in respect of an event or circumstance under Section 5(b)(ii), other than in the case of Section 5(b)(ii)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of eight Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance.

- signature page follows -

IN WITNESS WHEREOF the parties have executed this ISDA Master Agreement with effect from the date specified on the first page hereof.

DEUTSCHE BANK AG

By:.....
Name:
Title:

Nirvaan Joshi
Vice President

By:.....
Name:
Title:

Kathleen A. Yohe
Managing Director and Counsel

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC., as Borrower**

By:.....
Name:
Title:

By:.....
Name:
Title:

IN WITNESS WHEREOF the parties have executed this ISDA Master Agreement with effect from the date specified on the first page hereof.

DEUTSCHE BANK AG

By:.....
Name:
Title:

By:.....
Name:
Title:

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC., as Borrower**

By:.....
Name:
Title:

By:.....
Name:
Title:

SCHEDULE
to the
2002 ISDA Master Agreement
dated as of March 19, 2018
between

Deutsche Bank AG ("*Party A*")

and

GSC Solar Fund I LP, an Ontario limited partnership ("*Party B*")

Part 1. Termination Provisions.

(a) ***"Specified Entity"*** means:

(i) in relation to Party A: Not Applicable

(ii) in relation to Party B, for the purposes of:

Section 5(a)(v):	Not Applicable
Section 5(a)(vi):	Not Applicable
Section 5(a)(vii):	Not Applicable
Section 5(b)(v):	Not Applicable

(b) ***"Specified Transaction"*** has the meaning specified in Section 14 of this Agreement.

(c) The ***"Cross Default"*** provisions of Section 5(a)(vi) will apply to both parties subject to amendment by:

(i) deleting the words "or becoming capable at such time of being declared,"; and

(ii) adding the following at the end thereof:

"*provided, however*, that, notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if (A) (I) the default or other similar event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay or deliver caused by an error or omission of an administrative or operational nature, (II) the funds or the asset to be delivered were available to such party to enable it to make the relevant payment or delivery when due, and (III) such payment or delivery is made within three (3) Local Business Days following receipt of written notice from an interested party of such failure to pay or (B) such party was precluded from paying, or was unable to pay, using reasonable means, through the office of the party through which it was acting for purposes of the relevant Specified Indebtedness, by reason of force majeure, act of State, illegality or impossibility."

If such provisions apply:

"Specified Indebtedness" shall mean any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money other than indebtedness in respect of bank deposits received in the ordinary course of business.

With regard to Party A, ***"Threshold Amount"*** means three percent (3%) of its shareholders' equity (as calculated in accordance with generally accepted accounting principles applicable to Party A).

With regard to Party B, any applicable Specified Entity of Party B, or any Credit Support Provider of Party B, ***"Threshold Amount"*** means CAD 1,000,000, or its equivalent in any other currency; provided, however, that the Threshold Amount in respect of the Credit Agreement (as defined below) shall be zero ($0).

(d) The ***"Credit Event Upon Merger"*** provision in Section 5(b)(v) will apply to both parties, provided that for as long as the Credit Agreement is outstanding, any events permitted under the Credit Agreement shall not lead to a Termination Event under this Agreement.

(e) The ***"Automatic Early Termination"*** provision of Section 6(a) will not apply to Party A and will not apply to Party B.

(f) ***"Termination Currency"*** means Canadian Dollars unless the Non-defaulting Party or the Non-affected Party, as the case may be, selects an alternative freely available and convertible currency as the Termination Currency.

(g) ***"Additional Termination Event"*** The following shall constitute Additional Termination Events for purposes of which Party B shall be the sole Affected Party and all outstanding Transactions shall be Affected Transactions:

(i) All Loans outstanding under the Credit Agreement are prepaid in full or Party A or an affiliate of Party A ceases to be a Lender under the Credit Agreement for any reason, other than a voluntary cessation;

(ii) The priority of payments set forth in Sections 8.13, 8.14 or Section 10.5 of the Credit Agreement shall be amended such that the payment obligations of Party B under this Agreement no longer rank at least *pari passu* and *pro rata* in all respects with all of Party B's payment obligations under the Credit Agreement without the agreement of Party A;

(iii) All or substantially all of the collateral securing the obligations of Party B under or in respect of this Agreement is released from or otherwise not subject to a valid and perfected security interest or lien pursuant to the Security Documents, except in accordance with the terms of the Credit Agreement and the Security Documents;

(iv) The obligations of Party B under this Agreement shall cease to be equally and ratably secured on a *pari passu* basis to the principal obligations to the Lenders under the Credit Agreement with respect to the priority of payment upon the application of Collateral proceeds in connection with the exercise of remedies by the Collateral Agent in accordance with the Credit Agreement and the Security Documents without the agreement of Party A;

(v) Party A shall not be entitled to the benefits of any guarantee, subordination agreement or other credit support document in favor of the obligations to the Lenders, now or hereafter existing, equally and ratably and on a *pari passu* basis with the principal obligations under the Credit Agreement that are secured by the Security Documents without the agreement of Party A; and

(vi) An "Event of Default" under and as defined in Section 10.1 of the Credit Agreement has occurred and is continuing and the Administrative Agent, upon instruction by the Majority Lenders, has declared the Obligations to be due and payable on demand of the Lenders.

(h) Other than in respect of an Event of Default under Section 5(a)(i) (*Failure to Pay*) which is also an Event of Default under the Credit Agreement or Section 5(a)(vii) (*Bankruptcy*), Party A shall not declare an Event of Default or a Termination Event under this Agreement unless one or more of the Additional Termination Events listed in paragraph (g) above has occurred and is continuing or a Notional Reduction Event has occurred and an Early Termination Date occurs and is addressed under paragraph (i) below. It is agreed that if amounts owing in respect of a Failure to Pay default under Section 5(a)(i) are funded and fully satisfied with amounts withdrawn from the Debt Service Reserve Account or drawn under the DSRA LC with 3 Banking Days, the relevant Failure to Pay will have been cured and will not result in an Event of Default or a Termination Event under this Agreement.

As used herein and throughout this Agreement, "***Credit Agreement***" means that Credit Agreement dated as of the date hereof among, inter alia, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, Deutsche Bank Trust Company Americas, as administrative agent and collateral agent and the lenders from time to time party thereto, as lenders, as such agreement may be may from time to time be amended, restated, supplemented or otherwise modified. Capitalized terms used but not defined in this Agreement shall have the meanings given in the Credit Agreement.

(i) ***Notional Reduction Event***.

(i) If on any date of determination, the Hedge Notional Amount (as defined below) exceeds the product of (a) 105% and (b) the Principal Balance (such occurrence, a "***Notional Reduction Event***"), then Party B shall notify Party A of that Notional Reduction Event and Party B shall reduce the outstanding Hedge Notional Amount pursuant to this Part 1(h) in order to satisfy the Hedge Requirements under the Credit Agreement on a pro rata basis based on the aggregate notional amount outstanding under this Agreement as compared with the aggregate notional amount outstanding under all Interest Rate Agreements, which such notice may be delivered by electronic mail (such notice, the "***Hedge Reduction Notice***").

(ii) Any Hedge Reduction Notice shall specify each outstanding Transaction hereunder and the corresponding amount by which the Notional Amount of that Transaction is to be reduced for that Reduction Event (the "***Affected Notional Amount***") so that the Hedge Notional Amount for any date (after giving effect to all such reductions) would not exceed 105% of the Principal Balance for that date (after giving effect to any repayment).

"***Hedge Notional Amount***" means, as of any date of determination, an amount equal to the aggregate notional amount outstanding on such date of all Interest Rate Agreements.

"***Principal Balance***" means, as of any date of determination, the outstanding aggregate principal amount of all outstanding Loans on such date.

For each Transaction for which a corresponding Affected Notional Amount is specified (each, an "***Reduction Transaction***"), the Notional Amount of that Reduction Transaction shall be reduced as of the date that is two (2) Local Business Days following receipt by Party A of the related Hedge Reduction Notice (the "***Reduction Date***") by an amount equal to the Affected Notional Amount (and, if the Notional Amount otherwise amortizes after the Reduction Date, the effect of that

reduction shall be to revise proportionately the Notional Amount of each future Calculation Period remaining under the Transaction) and, solely for the purposes of this Part 1(h), an "Early Termination Date" shall be deemed to have occurred on the Reduction Date for that Transaction and Party B shall be the sole Affected Party.

For purposes of such Early Termination Date, the term "Terminated Transaction" as used for the purposes of Section 6(e)(ii)(1) of this Agreement shall be only that part of the Reduction Transaction relating to the Affected Notional Amount, and the remainder of the Reduction Transaction shall continue in full force and effect as a Transaction hereunder subject to the terms of this Agreement. The amount payable under Section 6(e)(ii)(1) of this Agreement with respect to any such Early Termination Date shall be due and payable in accordance with such Section 6(d)(ii).

(j) ***Notional Increase Event***

If Party A has approved an advance under the Construction Loan (a "**New Construction Loan Advance**"), it will make available to Party B a Forward Interest Rate Agreement within thirty days of such advance under this Agreement (the "***Increase Transaction***") such that the outstanding Hedge Notional Amount will be increased to an amount agreed between Party A and Party B but in any event sufficient to satisfy the Hedge Requirements under the Credit Agreement (the "***Notional Amount Increase***") as of the date that the New Construction Loan Advance is anticipated to be converted into the Term Loan (the "**Conversion Date**"), based on the aggregate notional amount outstanding under this Agreement as compared with the aggregate notional amount outstanding under all Interest Rate Agreements; provided further that, the Increase Transaction with the satisfies the internal policies, limits and procedures of Party A, including, without limitation, such policies, limits and procedures involving business relations, credit, legal, accounting, tax and general prudential concerns.

Each Increase Transaction shall be effective as of the Conversion Date and shall amortize in a manner consistent with the amortization schedules of other Transactions entered into under this Agreement and Party B's obligations under the Credit Agreement. Each Increase Transaction shall be on terms consistent with prior Transactions with the same credit spread but otherwise priced in accordance with then market conditions.

Part 2. Tax Representations.

(a) ***Payer Tax Representations***.

For the purposes of Section 3(e) of this Agreement, Party A and Party B will each make the following representations to the other:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, each party may rely on:

(i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;

(ii) the satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement, and

(iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement,

except that it will not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(b) ***Payee Tax Representations***.

(i) For purposes of Section 3(f) of this Agreement, Party A makes the following representations:

(1) Each Transaction entered into by (i) Deutsche Bank AG, New York branch and (ii) Deutsche Bank AG, London branch acting through a discretionary agent in the United States as intermediary for Deutsche Bank New York branch, will be treated, solely for United States income tax purposes, as entered into by a United States corporation.

(2) In respect of all Transactions (other than those described in (1) above), it is a "foreign person" within the meaning of the applicable U.S. Treasury Regulations concerning information reporting and backup withholding tax. No payment received or to be received by it in connection with this Agreement is attributable to a trade or business carried on by it through a permanent establishment in the United States.

(3) In respect of all Transactions other than through Deutsche Bank AG, Canada branch, it is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision, "Dividends" provision or the "Other Income" provision (if any) of the Specified Treaty with respect to any payment described in such provision and received or to be received by it in connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

"***Specified Treaty***" means the income tax treaty, if any, between Germany and Canada.

"***Specified Jurisdiction***" means Canada.

In respect of each Transaction it enters into through Deutsche Bank AG, Canada branch, each payment received or to be received by it under such Transaction will be derived in carrying on business through a permanent establishment in that jurisdiction.

(4) In respect of all Transactions where payments made by Party B to Party A are subject to United States Dividend Equivalent Tax, other than those described in (1) above, it is fully eligible for the benefits of the "Business Profits" or "Industrial

and Commercial Profits" provision, as the case may be, the "Interest" provision, "Dividends" provision or the "Other Income" provision of the Income Tax Convention between the United States and Germany with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement.

(ii) For purposes of Section 3(f) of this Agreement, Party B makes the following representations:

(1) It is (A) a "foreign partnership" within the meaning of the applicable U.S. Treasury Regulations concerning information reporting and backup withholding tax, and (B) organized under the laws of Ontario, Canada. No payment received or to be received by it in connection with this Agreement is effectively connected with the conduct of a trade or business conducted in the United States.

(2) No withholding is required with respect to any payments made by Party B under this Agreement with respect to Interest Rate Swaps.

Part 3. Agreement to Deliver Documents.

(a) For the purpose of Section 4(a)(i), the documents to be delivered are:

Party required to deliver document	**Form/Document/ Certificate**	**Date by which to be delivered**
Party A	A properly executed United States Internal Revenue Service Form W-8IMY from Party A's London branch and withholding statement with attached Form W-9 from Party A's New York branch, a United States Internal Revenue Service Form W-8BEN/W-8BEN-E and a United States Internal Revenue Service Form W-8IMY from Party A, certifying qualified derivative dealer status (or any successor forms thereto).	(i) Upon execution of this Agreement, (ii) promptly upon reasonable demand by Party B and (iii) promptly upon learning that any such form previously provided by Party A has become obsolete or incorrect.
Party B	A properly executed: United States Internal Revenue Service Form W-8BEN (or any successor thereto); Form W-8ECI (or any successor thereto); Form W-8IMY (or any successor thereto) along with Forms W-8/ W-9 from partners plus a "withholding statement"; or Form W-9 (or	(i) Upon execution of this Agreement, (ii) promptly upon reasonable demand by Party A and (iii) promptly upon learning that any such form previously provided by Party B has become obsolete or incorrect.

	any successor thereto), whichever is applicable.	
Party A and Party B	Any forms required to be delivered pursuant to section 1471(b) or section 1472(b)(1) of the Internal Revenue Code of 1986 or to any other domestic or international law or intergovernmental agreement which brings such sections into force in the Relevant Jurisdictions, as amended, and any other documentation reasonably requested by the other party as it relates thereto.	On or before the date such forms are prescribed by law to be supplied and otherwise at the time or times reasonably requested by the other party, but in no event before the form and content of such forms or other documentation are made known by the United States Internal Revenue Service.

(b) For the purposes of Section 4(a)(ii), the other documents to be delivered (which will be covered by the representation in Section 3(d) of the Agreement if specified) are as follows:

Party required to deliver document	**Form/Document/ Certificate**	**Date by which to be delivered**	**Covered by Section 3(d) Representation:**
Party A and Party B	Evidence of the authority, incumbency and specimen signature of each person executing this Agreement or any Confirmation, Credit Support Document or other document entered into in connection therewith.	Upon execution of this Agreement or any Confirmation (or, alternatively in relation to a Confirmation, upon request), Credit Support Document or other document entered into in connection therewith, as the case may be.	Yes
Party A and Party B	A copy of the most recent annual report containing consolidated financial statements of each party or its Credit Support Provider, if any, and such other public information respecting the condition or operations, financial or otherwise of such party or its Credit Support Provider, if any, as the other party may	Promptly after request by the other party.	Yes

	reasonably request from time to time.		
Party B	A copy of (i) the resolution of the Board of Directors of Party B approving the entering into of this Agreement and the Transactions contemplated hereby, (ii) the resolution of the Board of Directors of Party B's Credit Support Provider (if any) approving the delivery to Party A of the Credit Support Document and (iii) a copy of the constituent documents of Party B and Party B's Credit Support Provider (if any), in each case certified by an authorised officer of Party B or the Credit Support Provider (as the case may be) that such documents are in full force and effect.	Upon execution of this Agreement.	Yes
Party B	Legal Opinion with respect to power, authority and enforceability of this Agreement against Party B, substantially in a form acceptable to Party A.	Upon execution of this Agreement.	No
Party B	ISDA Canadian Representation Letter #1 Trade Reporting and Other Obligations	Prior to execution of this Agreement	Yes
Party B	ISDA Cross-Border Swaps Representation Letter	Prior to execution of this Agreement	Yes

For the purpose of Section 4(a)(ii) of this Agreement, Party B agrees to deliver true and complete copies of all documents delivered to the Lenders under the Credit Agreement if Party A or an Affiliate of Party A is not a party to such Credit Agreement. This delivery obligation will be covered by the representation of Party B as described in Section 3(d).

Part 4. Miscellaneous.

(a) ***Address for Notices*.** For the purpose of Section 12(a) of this Agreement, the addresses for notices and communications to Party A and Party B shall be as follows:

TO PARTY A:

All notices to Party A under Section 5 or 6 (other than notices under Section 5(a)(i)) shall be sent to:

Deutsche Bank AG, Head Office
Taunusanlage 12
60325 Frankfurt
GERMANY
Attention: Legal Department
Fax No: 49 69 910 36097

All other notices to Party A shall be sent directly to the Office through which Party A is acting for the relevant Transaction, using the address and contact particulars specified in the Confirmation of that Transaction or otherwise notified.

TO PARTY B:

5935 Airport Road, Suite 210
Mississauga,
Ontario
L4V 1W5

Attention: Saied Nadjafi, Executive Chairman
Telephone No.:(416) 477-0726 extension 130
Email: saied.nadjafi@grasshoppersolar.com

(b) ***Process Agent*.** For the purposes of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: Not applicable.

Party B appoints as its Process Agent: Not applicable.

(c) ***Offices***. The provisions of Section 10(a) will apply to this Agreement.

(d) ***Multibranch Party***. For purposes of Section 10(b) of this Agreement:

(i) Party A is a Multibranch Party and may act through the following Offices: Its New York, London, Canada (Toronto) and its Frankfurt Head Office.

(ii) Party B is not a Multibranch Party.

(e) The ***Calculation Agent*** shall be Party A.

(f) ***Credit Support Documents***.

The Security Documents referenced in the Credit Agreement and herein shall be deemed to be Credit Support Documents, with respect to Party B, for purposes of this Agreement.

(g) ***Credit Support Provider***.

The Guarantors as defined in the Credit Agreement shall be deemed to be Credit Support Providers, with respect to Party B, for purposes of this Agreement.

(h) ***Governing Law and Jurisdiction.***

(i) Governing Law. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(ii) Ontario Jurisdiction. Section 13(b) is restated as follows:

"(b) ***Jurisdiction***. With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement ("Proceedings"), each party irrevocably:

(i) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario;

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such Proceeding, that such court does not have any jurisdiction over such party; and

(iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction."

(i) ***Multiple Transaction Payment Netting***. Multiple Transaction Payment Netting will apply separately as agreed in writing from time to time.

(j) ***Absence of Litigation.*** For the purpose of Section 3(c):

"Specified Entity" means in relation to Party A, Party A's Affiliates.

"Specified Entity" means in relation to Party B, Party B's Affiliates.

(k) ***No Agency.*** The provisions of Section 3(g) will apply to this Agreement.

(l) ***Additional Representation*** will apply. For the purpose of Section 3 of this Agreement, each of the following will constitute an Additional Representation:

(i) ***Relationship Between Parties.*** Each party will be deemed to represent to the other party on the date that it enters into a Transaction (which representations and warranties shall be deemed repeated on and as of each date that any Transaction remains outstanding) that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(A) ***Non-Reliance***. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered to be investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(B) ***Assessment and Understanding.*** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(C) ***Status of Parties***. The other party is not acting as a fiduciary for or adviser to it in respect of that Transaction.

(ii) ***Dodd Frank Swap Counterparty Representations.***

(A) ***Eligible Contract Participant Representation***.

(1) Party A represents to Party B on and as of the date hereof and on each date on which a Transaction is entered into between them that (a) it is a "swap dealer" as defined in Section 1a(49) of the Commodity Exchange Act, as amended ("***CEA***") and Commodity Futures Trading Commission ("***CFTC***") Regulation 1.3(ggg) and (b) it is an "eligible contract participant" within the meaning of Section 1a(18)(A)(i) of the CEA and CFTC Regulation 1.3(m).

(2) Party B represents to Party A on and as of the date hereof and on each date on which a Transaction is entered into between them it is an "eligible contract participant" within the meaning of Section 1a(18)(A)(v) of the CEA and CFTC Regulation 1.3(m).

(3) Each party agrees to promptly notify the other party in writing of any material changes to its representation(s) in this provision.

(B) ***US Person Classification***. Party B ☐ is a U.S. person as such term is defined by the CFTC in any law, order, interpretation rulemaking or release that may be promulgated by the CFTC, or ☒ is a non-U.S. person.

(iii) ***Securities Act Representations.*** Each party represents to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into) that:

(A) it acknowledges that certain Transactions under the Agreement may involve the purchase or sale of "securities" as defined under the U.S. Securities Act of 1933, as amended (the ***"Securities Act"***) and understands that any such purchase or sale of securities will not be registered under the Securities Act and that any such securities may not be reoffered, resold, pledged or otherwise transferred except (1) pursuant to an effective registration statement under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act and (2) in accordance with any applicable securities laws of any state of the United States of America.

(B) it is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, or an "accredited investor" as defined under the Securities Act; and

(C) unless otherwise expressly provided in a Confirmation for a Transaction, any securities it is required to deliver under this Agreement and any Transaction will not at the time of such delivery constitute "restricted securities" or be subject to restrictions on transfer (including so-called "control securities") under the Securities Act (as defined above) or otherwise. This representation will be deemed repeated at the time of such delivery.

(iv) ***Additional Representations of Party B.*** Party B represents to Party A on and as of the date hereof and at all times until the termination of this Agreement that with respect to each source of funds to be used by it to enter into such Transactions (each such source being referred to herein as a ***"Source"***), the Source is not the assets of any "plan" (as such term is defined in Section 4975 of the Internal Revenue Code of 1986, as amended (the ***"Code"***)) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the employee Retirement Income Security Act of 1974, as amended (***"ERISA"***)) subject to Title I of ERISA, or otherwise out of "plan assets" within the meaning of Section 3(42) of ERISA and the regulations thereunder.

(m) ***Recording of Conversations.*** In connection with this Agreement or any potential Transaction, each party (i) consents to the recording of telephone conversations between the Personnel of Party A and the Personnel of Party B, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its Personnel, and (iii) agrees, to the extent permitted by applicable law, that such recordings may be submitted in evidence in any proceedings.

For the purpose of the foregoing paragraph, ***"Personnel"*** means the party's trading, marketing and other relevant personnel, including personnel employed by any Affiliate acting on the party's behalf and any third party acting on the party's behalf.

Part 5. Other Provisions.

(a) ***Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act.*** "Tax" as used in Part 2(a) of this Schedule (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "***Code***"), any current or future

regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "***FATCA Withholding Tax***"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.

(b) ***Set Off.*** Section 6(f) of this Agreement is deleted in its entirety and replaced with the following:

"(f) Upon the designation of any Early Termination Date, the party that is not the Defaulting Party or Affected Party (***"X"***) may, without prior notice to the Defaulting or Affected Party (***"Y"***), set off any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by Y to X or any Affiliate of X (the ***"X Set Off Amount"***) against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y (the ***"Y Set Off Amount"***). X will give notice to the other party of any set off effected under this Section 6(f).

For this purpose, either the X Set Off Amount or the Y Set Off Amount (or the relevant portion of such set off amounts) may be converted by X into the currency in which the other set off amount is denominated at the rate of exchange at which X would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If a sum or obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) will be effective to create a charge or other security interest. This Section 6(f) will be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

(c) ***Additional Acknowledgments and Agreements of the Parties***.

(i) ***Deutsche Bank Securities Inc.*** Each party acknowledges and agrees that (i) Deutsche Bank Securities Inc. or another designated Affiliate of Party A (the ***"Designated Agent"***) will act as agent for Party A in connection with certain Transactions when so specified in the Transaction Confirmation; and (ii) the Designated Agent is acting solely as agent and shall have no liability for the performance of either party's obligations under this Agreement or any Transaction, or for costs, expenses, damages or claims arising out of the failure of either party to perform any such obligation.

(ii) ***Waiver of Right to Trial by Jury.*** Each of the parties hereby irrevocably waives any and all right to a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement or any Transaction.

(d) ***Amendments.*** Section 9(b) is modified by the deletion of the words "or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system".

(e) ***Counterparts and Confirmations.*** Section 9(e)(i) is modified by the deletion of the words "and by electronic messaging system".

(f) ***Disclosure.*** Each party consents to the communication or disclosure by the other party of information in respect of or relating to this Agreement and any Transactions hereunder to such other party's branches, subsidiaries and Affiliates and, to the extent required by law or regulation, any government or regulatory authority.

(g) ***2002 Master Agreement Protocol.*** The parties agree that the provisions of the 2002 Master Agreement Protocol including Annexes 1 - 18 inclusive published by the International Swaps and Derivatives Association, Inc on 15th July 2003 (the ***"Protocol"***) are incorporated into and apply to this Agreement with the same effect as if the parties had complied with the provisions of Section 2 of the Protocol. In this respect, references in the Protocol to an "ISDA 2002 Master Agreement" will be deemed to be references to this Agreement and the term "the parties", as used in the Protocol shall be construed as referring to Party A and Party B.

(h) ***Resolution Stays.*** Subject to the below, the terms of the German Jurisdictional Module as published by the International Swaps and Derivatives Association on 28 June 2016 and the ISDA Resolution Stay Jurisdictional Modular Protocol as published by the International Swaps and Derivatives Association on 3 May 2016 (together the "Jurisdictional Module") are, mutadis mutandis, incorporated by reference, into this Agreement as though such terms were set out in full herein, with any such conforming changes as are necessary to deal with what would otherwise be inappropriate or incorrect cross-references. References in the Jurisdictional Module :

(A) the "Adhering Party" and the "Module Adhering Party" shall be deemed to be references to Party B;

(B) Party A shall be deemed a "Regulated Entity"

(C) the "Adherence Letter" shall be deemed to be references to this Agreement; and

(D) the "Implementation Date" shall be deemed to be references to the date of this Agreement; and

(E) this Agreement shall be deemed a "Covered Agreement".

(i) ***Risks and Consequences of Reuse of Collateral.*** In accordance with Article 15 of the Securities Financing Transactions Regulation 2015, Party B confirms that it has been duly informed by Party A of the risks and consequences that may be involved in consenting to a right of use of financial instruments received as collateral under this Agreement which are set out at: https://www.db.com/sftr (or as otherwise advised by Party A from time to time).

(j) **Branch Transfer.** Section 10 of this Agreement is amended by the addition of the following Section 10(d):

"(d) Notwithstanding the provisions of Section 7, the other sub-sections of Section 10, any prior specification in a Confirmation for a Transaction or Transactions or any other provision of this Agreement, Party A may by thirty days' prior written notice to Party B (which may be provided by email) at any time prior to the termination of a Transaction or Transactions or Master Confirmation intended to document multiple Transactions (howsoever described) designate its Frankfurt head office as the Office: (i) in the case of a Master Confirmation, through which it enters into such Transaction(s), (ii) in which

it books such Transaction(s) and/or (iii) through which it makes and receives payments and deliveries with respect to such Transaction(s), provided that:

(i) Party A's Frankfurt head office is, when notice is given, included as an Office through which Party A may act in the Multibranch provision of the Schedule to the Agreement;

(ii) Party B will not as a result of such change be required on the next Scheduled Payment Date to pay to Party A an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) greater than the amount that it would have been required to pay to Party A absent such change;

(iii) Party B will not as a result of such change receive on the next Scheduled Payment Date, by reason of any deduction or withholding for or on account of a Tax, and after giving effect to the payment of any additional amount required to be paid under Section 2(d)(i)(4)), a payment from Party A in an amount less than it would have received had such change not occurred; and

(iv) no Event of Default or Termination Event will occur as a result of such change.

(k) **Transfers.** Party B may not transfer its rights or interests in any Transactions except as expressly permitted by the Credit Agreement. Any such transfer by Party B will be governed by Section 7 of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

The parties have entered into this ISDA Schedule with effect from the date specified on the first page of this Agreement.

DEUTSCHE BANK AG

By:.....
Name: Nirvaan Joshi
Title: Vice President

By:.....
Name: Kathleen A. Yohe
Title: Managing Director and Counsel

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC., as Borrower**

By:.....
Name:
Title:

By:.....
Name:
Title:

The parties have entered into this ISDA Schedule with effect from the date specified on the first page of this Agreement.

DEUTSCHE BANK AG

By:.....
Name:
Title:

By: .....
Name:
Title:

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC., as Borrower**

By:.....
Name:
Title:

By:.....
Name:
Title:

This is Exhibit "O" 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

ISDA®

International Swaps and Derivatives Association, Inc.

2002 MASTER AGREEMENT

dated as of June 27, 2023

THE BANK OF NOVA SCOTIA and GSC SOLAR FUND I LP

have entered and/or anticipate entering into one or more transactions (each a "Transaction") that are or will be governed by this 2002 Master Agreement, which includes the schedule (the "Schedule"), and the documents and other confirming evidence (each a "Confirmation") exchanged between the parties or otherwise effective for the purpose of confirming or evidencing those Transactions. This 2002 Master Agreement and the Schedule are together referred to as this "Master Agreement".

Accordingly, the parties agree as follows:—

1. Interpretation

(a) ***Definitions.*** The terms defined in Section 14 and elsewhere in this Master Agreement will have the meanings therein specified for the purpose of this Master Agreement.

(b) ***Inconsistency.*** In the event of any inconsistency between the provisions of the Schedule and the other provisions of this Master Agreement, the Schedule will prevail. In the event of any inconsistency between the provisions of any Confirmation and this Master Agreement, such Confirmation will prevail for the purpose of the relevant Transaction.

(c) ***Single Agreement.*** All Transactions are entered into in reliance on the fact that this Master Agreement and all Confirmations form a single agreement between the parties (collectively referred to as this "Agreement"), and the parties would not otherwise enter into any Transactions.

2. Obligations

(a) ***General Conditions.***

(i) Each party will make each payment or delivery specified in each Confirmation to be made by it, subject to the other provisions of this Agreement.

(ii) Payments under this Agreement will be made on the due date for value on that date in the place of the account specified in the relevant Confirmation or otherwise pursuant to this Agreement, in freely transferable funds and in the manner customary for payments in the required currency. Where settlement is by delivery (that is, other than by payment), such delivery will be made for receipt on the due date in the manner customary for the relevant obligation unless otherwise specified in the relevant Confirmation or elsewhere in this Agreement.

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(iii) Each obligation of each party under Section 2(a)(i) is subject to (1) the condition precedent that no Event of Default or Potential Event of Default with respect to the other party has occurred and is continuing, (2) the condition precedent that no Early Termination Date in respect of the relevant Transaction has occurred or been effectively designated and (3) each other condition specified in this Agreement to be a condition precedent for the purpose of this Section 2(a)(iii).

(b) ***Change of Account.*** Either party may change its account for receiving a payment or delivery by giving notice to the other party at least five Local Business Days prior to the Scheduled Settlement Date for the payment or delivery to which such change applies unless such other party gives timely notice of a reasonable objection to such change.

(c) ***Netting of Payments.*** If on any date amounts would otherwise be payable:—

(i) in the same currency; and

(ii) in respect of the same Transaction,

by each party to the other, then, on such date, each party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

The parties may elect in respect of two or more Transactions that a net amount and payment obligation will be determined in respect of all amounts payable on the same date in the same currency in respect of those Transactions, regardless of whether such amounts are payable in respect of the same Transaction. The election may be made in the Schedule or any Confirmation by specifying that "Multiple Transaction Payment Netting" applies to the Transactions identified as being subject to the election (in which case clause (ii) above will not apply to such Transactions). If Multiple Transaction Payment Netting is applicable to Transactions, it will apply to those Transactions with effect from the starting date specified in the Schedule or such Confirmation, or, if a starting date is not specified in the Schedule or such Confirmation, the starting date otherwise agreed by the parties in writing. This election may be made separately for different groups of Transactions and will apply separately to each pairing of Offices through which the parties make and receive payments or deliveries.

(d) ***Deduction or Withholding for Tax.***

(i) ***Gross-Up.*** All payments under this Agreement will be made without any deduction or withholding for or on account of any Tax unless such deduction or withholding is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, then in effect. If a party is so required to deduct or withhold, then that party ("X") will:—

(1) promptly notify the other party ("Y") of such requirement;

(2) pay to the relevant authorities the full amount required to be deducted or withheld (including the full amount required to be deducted or withheld from any additional amount paid by X to Y under this Section 2(d)) promptly upon the earlier of determining that such deduction or withholding is required or receiving notice that such amount has been assessed against Y;

(3) promptly forward to Y an official receipt (or a certified copy), or other documentation reasonably acceptable to Y, evidencing such payment to such authorities; and

(4) if such Tax is an Indemnifiable Tax, pay to Y, in addition to the payment to which Y is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Y (free and clear of Indemnifiable Taxes, whether assessed against X or Y) will equal the full amount Y would have received had no such deduction or withholding been required. However, X will not be required to pay any additional amount to Y to the extent that it would not be required to be paid but for:—

(A) the failure by Y to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d); or

(B) the failure of a representation made by Y pursuant to Section 3(f) to be accurate and true unless such failure would not have occurred but for (I) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (II) a Change in Tax Law.

(ii) ***Liability.*** If:—

(1) X is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which X would not be required to pay an additional amount to Y under Section 2(d)(i)(4);

(2) X does not so deduct or withhold; and

(3) a liability resulting from such Tax is assessed directly against X,

then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Y has failed to comply with or perform any agreement contained in Section 4(a)(i), 4(a)(iii) or 4(d)).

3. Representations

Each party makes the representations contained in Sections 3(a), 3(b), 3(c), 3(d), 3(e) and 3(f) and, if specified in the Schedule as applying, 3(g) to the other party (which representations will be deemed to be repeated by each party on each date on which a Transaction is entered into and, in the case of the representations in Section 3(f), at all times until the termination of this Agreement). If any "Additional Representation" is specified in the Schedule or any Confirmation as applying, the party or parties specified for such Additional Representation will make and, if applicable, be deemed to repeat such Additional Representation at the time or times specified for such Additional Representation.

(a) ***Basic Representations.***

(i) ***Status.*** It is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing;

(ii) ***Powers.*** It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and any obligations it has under any Credit Support Document to which it is a party and has taken all necessary action to authorise such execution, delivery and performance;

(iii) ***No Violation or Conflict.*** Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets;

(iv) ***Consents.*** All governmental and other consents that are required to have been obtained by it with respect to this Agreement or any Credit Support Document to which it is a party have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(v) ***Obligations Binding.*** Its obligations under this Agreement and any Credit Support Document to which it is a party constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

(b) ***Absence of Certain Events.*** No Event of Default or Potential Event of Default or, to its knowledge, Termination Event with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement or any Credit Support Document to which it is a party.

(c) ***Absence of Litigation.*** There is not pending or, to its knowledge, threatened against it, any of its Credit Support Providers or any of its applicable Specified Entities any action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against it of this Agreement or any Credit Support Document to which it is a party or its ability to perform its obligations under this Agreement or such Credit Support Document.

(d) ***Accuracy of Specified Information.*** All applicable information that is furnished in writing by or on behalf of it to the other party and is identified for the purpose of this Section 3(d) in the Schedule is, as of the date of the information, true, accurate and complete in every material respect.

(e) ***Payer Tax Representation.*** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(e) is accurate and true.

(f) ***Payee Tax Representations.*** Each representation specified in the Schedule as being made by it for the purpose of this Section 3(f) is accurate and true.

(g) ***No Agency.*** It is entering into this Agreement, including each Transaction, as principal and not as agent of any person or entity.

4. Agreements

Each party agrees with the other that, so long as either party has or may have any obligation under this Agreement or under any Credit Support Document to which it is a party:—

(a) ***Furnish Specified Information.*** It will deliver to the other party or, in certain cases under clause (iii) below, to such government or taxing authority as the other party reasonably directs:—

(i) any forms, documents or certificates relating to taxation specified in the Schedule or any Confirmation;

(ii) any other documents specified in the Schedule or any Confirmation; and

(iii) upon reasonable demand by such other party, any form or document that may be required or reasonably requested in writing in order to allow such other party or its Credit Support Provider to make a payment under this Agreement or any applicable Credit Support Document without any deduction or withholding for or on account of any Tax or with such deduction or withholding at a reduced rate (so long as the completion, execution or submission of such form or document would not materially prejudice the legal or commercial position of the party in receipt of such demand), with any such form or document to be accurate and completed in a manner reasonably satisfactory to such other party and to be executed and to be delivered with any reasonably required certification,

in each case by the date specified in the Schedule or such Confirmation or, if none is specified, as soon as reasonably practicable.

(b) ***Maintain Authorisations.*** It will use all reasonable efforts to maintain in full force and effect all consents of any governmental or other authority that are required to be obtained by it with respect to this Agreement or any Credit Support Document to which it is a party and will use all reasonable efforts to obtain any that may become necessary in the future.

(c) ***Comply With Laws.*** It will comply in all material respects with all applicable laws and orders to which it may be subject if failure so to comply would materially impair its ability to perform its obligations under this Agreement or any Credit Support Document to which it is a party.

(d) ***Tax Agreement.*** It will give notice of any failure of a representation made by it under Section 3(f) to be accurate and true promptly upon learning of such failure.

(e) ***Payment of Stamp Tax.*** Subject to Section 11, it will pay any Stamp Tax levied or imposed upon it or in respect of its execution or performance of this Agreement by a jurisdiction in which it is incorporated, organised, managed and controlled or considered to have its seat, or where an Office through which it is acting for the purpose of this Agreement is located ("Stamp Tax Jurisdiction"), and will indemnify the other party against any Stamp Tax levied or imposed upon the other party or in respect of the other party's execution or performance of this Agreement by any such Stamp Tax Jurisdiction which is not also a Stamp Tax Jurisdiction with respect to the other party.

5. Events of Default and Termination Events

(a) ***Events of Default.*** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any of the following events constitutes (subject to Sections 5(c) and 6(e)(iv)) an event of default (an "Event of Default") with respect to such party:—

(i) ***Failure to Pay or Deliver.*** Failure by the party to make, when due, any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) required to be made by it if such failure is not remedied on or before the first Local Business Day in the case of any such payment or the first Local Delivery Day in the case of any such delivery after, in each case, notice of such failure is given to the party;

(ii) ***Breach of Agreement; Repudiation of Agreement.***

(1) Failure by the party to comply with or perform any agreement or obligation (other than an obligation to make any payment under this Agreement or delivery under Section 2(a)(i) or 9(h)(i)(2) or (4) or to give notice of a Termination Event or any agreement or obligation under Section 4(a)(i), 4(a)(iii) or 4(d)) to be complied with or performed by the party in accordance with this Agreement if such failure is not remedied within 30 days after notice of such failure is given to the party; or

(2) the party disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, this Master Agreement, any Confirmation executed and delivered by that party or any

Transaction evidenced by such a Confirmation (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iii) ***Credit Support Default.***

(1) Failure by the party or any Credit Support Provider of such party to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with any Credit Support Document if such failure is continuing after any applicable grace period has elapsed;

(2) the expiration or termination of such Credit Support Document or the failing or ceasing of such Credit Support Document, or any security interest granted by such party or such Credit Support Provider to the other party pursuant to any such Credit Support Document, to be in full force and effect for the purpose of this Agreement (in each case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Credit Support Document relates without the written consent of the other party; or

(3) the party or such Credit Support Provider disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Credit Support Document (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(iv) ***Misrepresentation.*** A representation (other than a representation under Section 3(e) or 3(f)) made or repeated or deemed to have been made or repeated by the party or any Credit Support Provider of such party in this Agreement or any Credit Support Document proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated;

(v) ***Default Under Specified Transaction.*** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(l) defaults (other than by failing to make a delivery) under a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, that Specified Transaction;

(2) defaults, after giving effect to any applicable notice requirement or grace period, in making any payment due on the last payment or exchange date of, or any payment on early termination of, a Specified Transaction (or, if there is no applicable notice requirement or grace period, such default continues for at least one Local Business Day);

(3) defaults in making any delivery due under (including any delivery due on the last delivery or exchange date of) a Specified Transaction or any credit support arrangement relating to a Specified Transaction and, after giving effect to any applicable notice requirement or grace period, such default results in a liquidation of, an acceleration of obligations under, or an early termination of, all transactions outstanding under the documentation applicable to that Specified Transaction; or

(4) disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, a Specified Transaction or any credit support arrangement relating to a Specified Transaction that is, in either case, confirmed or evidenced by a document or other confirming evidence executed and delivered by that party, Credit Support Provider or Specified Entity (or such action is taken by any person or entity appointed or empowered to operate it or act on its behalf);

(vi) ***Cross-Default.*** If "Cross-Default" is specified in the Schedule as applying to the party, the occurrence or existence of:—

(l) a default, event of default or other similar condition or event (however described) in respect of such party, any Credit Support Provider of such party or any applicable Specified Entity of such party under one or more agreements or instruments relating to Specified Indebtedness of any of them (individually or collectively) where the aggregate principal amount of such agreements or instruments, either alone or together with the amount, if any, referred to in clause (2) below, is not less than the applicable Threshold Amount (as specified in the Schedule) which has resulted in such Specified Indebtedness becoming, or becoming capable at such time of being declared, due and payable under such agreements or instruments before it would otherwise have been due and payable; or

(2) a default by such party, such Credit Support Provider or such Specified Entity (individually or collectively) in making one or more payments under such agreements or instruments on the due date for payment (after giving effect to any applicable notice requirement or grace period) in an aggregate amount, either alone or together with the amount, if any, referred to in clause (1) above, of not less than the applicable Threshold Amount;

(vii) ***Bankruptcy.*** The party, any Credit Support Provider of such party or any applicable Specified Entity of such party:—

(l) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (2) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (3) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (4)(A) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (B) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (A) above and either (I) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (II) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (5) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (6) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (7) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; (8) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (l) to (7) above (inclusive); or (9) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts; or

(viii) ***Merger Without Assumption.*** The party or any Credit Support Provider of such party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, or reorganises, reincorporates or reconstitutes into or as, another entity and, at the time of such consolidation, amalgamation, merger, transfer, reorganisation, reincorporation or reconstitution:—

(l) the resulting, surviving or transferee entity fails to assume all the obligations of such party or such Credit Support Provider under this Agreement or any Credit Support Document to which it or its predecessor was a party; or

(2) the benefits of any Credit Support Document fail to extend (without the consent of the other party) to the performance by such resulting, surviving or transferee entity of its obligations under this Agreement.

(b) ***Termination Events.*** The occurrence at any time with respect to a party or, if applicable, any Credit Support Provider of such party or any Specified Entity of such party of any event specified below constitutes (subject to Section 5(c)) an Illegality if the event is specified in clause (i) below, a Force Majeure Event if the event is specified in clause (ii) below, a Tax Event if the event is specified in clause (iii) below, a Tax Event Upon Merger if the event is specified in clause (iv) below, and, if specified to be applicable, a Credit Event Upon Merger if the event is specified pursuant to clause (v) below or an Additional Termination Event if the event is specified pursuant to clause (vi) below:—

(i) ***Illegality.*** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, due to an event or circumstance (other than any action taken by a party or, if applicable, any Credit Support Provider of such party) occurring after a Transaction is entered into, it becomes unlawful under any applicable law (including without limitation the laws of any country in which payment, delivery or compliance is required by either party or any Credit Support Provider, as the case may be), on any day, or it would be unlawful if the relevant payment, delivery or compliance were required on that day (in each case, other than as a result of a breach by the party of Section 4(b)):—

(1) for the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction to perform any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such Transaction; or

(2) for such party or any Credit Support Provider of such party (which will be the Affected Party) to perform any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, to receive a payment or delivery under such Credit Support Document or to comply with any other material provision of such Credit Support Document;

(ii) ***Force Majeure Event.*** After giving effect to any applicable provision, disruption fallback or remedy specified in, or pursuant to, the relevant Confirmation or elsewhere in this Agreement, by reason of force majeure or act of state occurring after a Transaction is entered into, on any day:—

(1) the Office through which such party (which will be the Affected Party) makes and receives payments or deliveries with respect to such Transaction is prevented from performing any absolute or contingent obligation to make a payment or delivery in respect of such Transaction, from receiving a payment or delivery in respect of such Transaction or from complying with any other material provision of this Agreement relating to such Transaction (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or

impracticable for such Office so to perform, receive or comply (or it would be impossible or impracticable for such Office so to perform, receive or comply if such payment, delivery or compliance were required on that day); or

(2) such party or any Credit Support Provider of such party (which will be the Affected Party) is prevented from performing any absolute or contingent obligation to make a payment or delivery which such party or Credit Support Provider has under any Credit Support Document relating to such Transaction, from receiving a payment or delivery under such Credit Support Document or from complying with any other material provision of such Credit Support Document (or would be so prevented if such payment, delivery or compliance were required on that day), or it becomes impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply (or it would be impossible or impracticable for such party or Credit Support Provider so to perform, receive or comply if such payment, delivery or compliance were required on that day),

so long as the force majeure or act of state is beyond the control of such Office, such party or such Credit Support Provider, as appropriate, and such Office, party or Credit Support Provider could not, after using all reasonable efforts (which will not require such party or Credit Support Provider to incur a loss, other than immaterial, incidental expenses), overcome such prevention, impossibility or impracticability;

(iii) ***Tax Event.*** Due to (1) any action taken by a taxing authority, or brought in a court of competent jurisdiction, after a Transaction is entered into (regardless of whether such action is taken or brought with respect to a party to this Agreement) or (2) a Change in Tax Law, the party (which will be the Affected Party) will, or there is a substantial likelihood that it will, on the next succeeding Scheduled Settlement Date (A) be required to pay to the other party an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (B) receive a payment from which an amount is required to be deducted or withheld for or on account of a Tax (except in respect of interest under Section 9(h)) and no additional amount is required to be paid in respect of such Tax under Section 2(d)(i)(4) (other than by reason of Section 2(d)(i)(4)(A) or (B));

(iv) ***Tax Event Upon Merger.*** The party (the "Burdened Party") on the next succeeding Scheduled Settlement Date will either (1) be required to pay an additional amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) (except in respect of interest under Section 9(h)) or (2) receive a payment from which an amount has been deducted or withheld for or on account of any Tax in respect of which the other party is not required to pay an additional amount (other than by reason of Section 2(d)(i)(4)(A) or (B)), in either case as a result of a party consolidating or amalgamating with, or merging with or into, or transferring all or substantially all its assets (or any substantial part of the assets comprising the business conducted by it as of the date of this Master Agreement) to, or reorganising, reincorporating or reconstituting into or as, another entity (which will be the Affected Party) where such action does not constitute a Merger Without Assumption;

(v) ***Credit Event Upon Merger.*** If "Credit Event Upon Merger" is specified in the Schedule as applying to the party, a Designated Event (as defined below) occurs with respect to such party, any Credit Support Provider of such party or any applicable Specified Entity of such party (in each case, "X") and such Designated Event does not constitute a Merger Without Assumption, and the creditworthiness of X or, if applicable, the successor, surviving or transferee entity of X, after taking into account any applicable Credit Support Document, is materially weaker immediately after the occurrence of such Designated Event than that of X immediately prior to the occurrence of such Designated Event (and, in any such event, such party or its successor, surviving or transferee entity, as appropriate, will be the Affected Party). A "Designated Event" with respect to X means that:—

(1) X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets (or any substantial part of the assets comprising the business conducted by X as of the

date of this Master Agreement) to, or reorganises, reincorporates or reconstitutes into or as, another entity;

(2) any person, related group of persons or entity acquires directly or indirectly the beneficial ownership of (A) equity securities having the power to elect a majority of the board of directors (or its equivalent) of X or (B) any other ownership interest enabling it to exercise control of X; or

(3) X effects any substantial change in its capital structure by means of the issuance, incurrence or guarantee of debt or the issuance of (A) preferred stock or other securities convertible into or exchangeable for debt or preferred stock or (B) in the case of entities other than corporations, any other form of ownership interest; or

(vi) ***Additional Termination Event.*** If any "Additional Termination Event" is specified in the Schedule or any Confirmation as applying, the occurrence of such event (and, in such event, the Affected Party or Affected Parties will be as specified for such Additional Termination Event in the Schedule or such Confirmation).

(c) ***Hierarchy of Events.***

(i) An event or circumstance that constitutes or gives rise to an Illegality or a Force Majeure Event will not, for so long as that is the case, also constitute or give rise to an Event of Default under Section 5(a)(i), 5(a)(ii)(1) or 5(a)(iii)(1) insofar as such event or circumstance relates to the failure to make any payment or delivery or a failure to comply with any other material provision of this Agreement or a Credit Support Document, as the case may be.

(ii) Except in circumstances contemplated by clause (i) above, if an event or circumstance which would otherwise constitute or give rise to an Illegality or a Force Majeure Event also constitutes an Event of Default or any other Termination Event, it will be treated as an Event of Default or such other Termination Event, as the case may be, and will not constitute or give rise to an Illegality or a Force Majeure Event.

(iii) If an event or circumstance which would otherwise constitute or give rise to a Force Majeure Event also constitutes an Illegality, it will be treated as an Illegality, except as described in clause (ii) above, and not a Force Majeure Event.

(d) ***Deferral of Payments and Deliveries During Waiting Period.*** If an Illegality or a Force Majeure Event has occurred and is continuing with respect to a Transaction, each payment or delivery which would otherwise be required to be made under that Transaction will be deferred to, and will not be due until:—

(i) the first Local Business Day or, in the case of a delivery, the first Local Delivery Day (or the first day that would have been a Local Business Day or Local Delivery Day, as appropriate, but for the occurrence of the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event) following the end of any applicable Waiting Period in respect of that Illegality or Force Majeure Event, as the case may be; or

(ii) if earlier, the date on which the event or circumstance constituting or giving rise to that Illegality or Force Majeure Event ceases to exist or, if such date is not a Local Business Day or, in the case of a delivery, a Local Delivery Day, the first following day that is a Local Business Day or Local Delivery Day, as appropriate.

(e) ***Inability of Head or Home Office to Perform Obligations of Branch.*** If (i) an Illegality or a Force Majeure Event occurs under Section 5(b)(i)(1) or 5(b)(ii)(1) and the relevant Office is not the Affected Party's head or home office, (ii) Section 10(a) applies, (iii) the other party seeks performance of the relevant obligation or

compliance with the relevant provision by the Affected Party's head or home office and (iv) the Affected Party's head or home office fails so to perform or comply due to the occurrence of an event or circumstance which would, if that head or home office were the Office through which the Affected Party makes and receives payments and deliveries with respect to the relevant Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and such failure would otherwise constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) with respect to such party, then, for so long as the relevant event or circumstance continues to exist with respect to both the Office referred to in Section 5(b)(i)(1) or 5(b)(ii)(1), as the case may be, and the Affected Party's head or home office, such failure will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1).

6. Early Termination; Close-Out Netting

(a) ***Right to Terminate Following Event of Default.*** If at any time an Event of Default with respect to a party (the "Defaulting Party") has occurred and is then continuing, the other party (the "Non-defaulting Party") may, by not more than 20 days notice to the Defaulting Party specifying the relevant Event of Default, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all outstanding Transactions. If, however, "Automatic Early Termination" is specified in the Schedule as applying to a party, then an Early Termination Date in respect of all outstanding Transactions will occur immediately upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(1), (3), (5), (6) or, to the extent analogous thereto, (8), and as of the time immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to such party of an Event of Default specified in Section 5(a)(vii)(4) or, to the extent analogous thereto, (8).

(b) ***Right to Terminate Following Termination Event.***

(i) ***Notice.*** If a Termination Event other than a Force Majeure Event occurs, an Affected Party will, promptly upon becoming aware of it, notify the other party, specifying the nature of that Termination Event and each Affected Transaction, and will also give the other party such other information about that Termination Event as the other party may reasonably require. If a Force Majeure Event occurs, each party will, promptly upon becoming aware of it, use all reasonable efforts to notify the other party, specifying the nature of that Force Majeure Event, and will also give the other party such other information about that Force Majeure Event as the other party may reasonably require.

(ii) ***Transfer to Avoid Termination Event.*** If a Tax Event occurs and there is only one Affected Party, or if a Tax Event Upon Merger occurs and the Burdened Party is the Affected Party, the Affected Party will, as a condition to its right to designate an Early Termination Date under Section 6(b)(iv), use all reasonable efforts (which will not require such party to incur a loss, other than immaterial, incidental expenses) to transfer within 20 days after it gives notice under Section 6(b)(i) all its rights and obligations under this Agreement in respect of the Affected Transactions to another of its Offices or Affiliates so that such Termination Event ceases to exist.

If the Affected Party is not able to make such a transfer it will give notice to the other party to that effect within such 20 day period, whereupon the other party may effect such a transfer within 30 days after the notice is given under Section 6(b)(i).

Any such transfer by a party under this Section 6(b)(ii) will be subject to and conditional upon the prior written consent of the other party, which consent will not be withheld if such other party's policies in effect at such time would permit it to enter into transactions with the transferee on the terms proposed.

(iii) ***Two Affected Parties.*** If a Tax Event occurs and there are two Affected Parties, each party will use all reasonable efforts to reach agreement within 30 days after notice of such occurrence is given under Section 6(b)(i) to avoid that Termination Event.

(iv) ***Right to Terminate.***

(1) If:—

(A) a transfer under Section 6(b)(ii) or an agreement under Section 6(b)(iii), as the case may be, has not been effected with respect to all Affected Transactions within 30 days after an Affected Party gives notice under Section 6(b)(i); or

(B) a Credit Event Upon Merger or an Additional Termination Event occurs, or a Tax Event Upon Merger occurs and the Burdened Party is not the Affected Party,

the Burdened Party in the case of a Tax Event Upon Merger, any Affected Party in the case of a Tax Event or an Additional Termination Event if there are two Affected Parties, or the Non-affected Party in the case of a Credit Event Upon Merger or an Additional Termination Event if there is only one Affected Party may, if the relevant Termination Event is then continuing, by not more than 20 days notice to the other party, designate a day not earlier than the day such notice is effective as an Early Termination Date in respect of all Affected Transactions.

(2) If at any time an Illegality or a Force Majeure Event has occurred and is then continuing and any applicable Waiting Period has expired:—

(A) Subject to clause (B) below, either party may, by not more than 20 days notice to the other party, designate (I) a day not earlier than the day on which such notice becomes effective as an Early Termination Date in respect of all Affected Transactions or (II) by specifying in that notice the Affected Transactions in respect of which it is designating the relevant day as an Early Termination Date, a day not earlier than two Local Business Days following the day on which such notice becomes effective as an Early Termination Date in respect of less than all Affected Transactions. Upon receipt of a notice designating an Early Termination Date in respect of less than all Affected Transactions, the other party may, by notice to the designating party, if such notice is effective on or before the day so designated, designate that same day as an Early Termination Date in respect of any or all other Affected Transactions.

(B) An Affected Party (if the Illegality or Force Majeure Event relates to performance by such party or any Credit Support Provider of such party of an obligation to make any payment or delivery under, or to compliance with any other material provision of, the relevant Credit Support Document) will only have the right to designate an Early Termination Date under Section 6(b)(iv)(2)(A) as a result of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2) following the prior designation by the other party of an Early Termination Date, pursuant to Section 6(b)(iv)(2)(A), in respect of less than all Affected Transactions.

(c) ***Effect of Designation.***

(i) If notice designating an Early Termination Date is given under Section 6(a) or 6(b), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default or Termination Event is then continuing.

(ii) Upon the occurrence or effective designation of an Early Termination Date, no further payments or deliveries under Section 2(a)(i) or 9(h)(i) in respect of the Terminated Transactions will be required to be made, but without prejudice to the other provisions of this Agreement. The amount, if any, payable in respect of an Early Termination Date will be determined pursuant to Sections 6(e) and 9(h)(ii).

(d) ***Calculations; Payment Date.***

(i) ***Statement.*** On or as soon as reasonably practicable following the occurrence of an Early Termination Date, each party will make the calculations on its part, if any, contemplated by Section 6(e) and will provide to the other party a statement (l) showing, in reasonable detail, such calculations (including any quotations, market data or information from internal sources used in making such calculations), (2) specifying (except where there are two Affected Parties) any Early Termination Amount payable and (3) giving details of the relevant account to which any amount payable to it is to be paid. In the absence of written confirmation from the source of a quotation or market data obtained in determining a Close-out Amount, the records of the party obtaining such quotation or market data will be conclusive evidence of the existence and accuracy of such quotation or market data.

(ii) ***Payment Date.*** An Early Termination Amount due in respect of any Early Termination Date will, together with any amount of interest payable pursuant to Section 9(h)(ii)(2), be payable (1) on the day on which notice of the amount payable is effective in the case of an Early Termination Date which is designated or occurs as a result of an Event of Default and (2) on the day which is two Local Business Days after the day on which notice of the amount payable is effective (or, if there are two Affected Parties, after the day on which the statement provided pursuant to clause (i) above by the second party to provide such a statement is effective) in the case of an Early Termination Date which is designated as a result of a Termination Event.

(e) ***Payments on Early Termination.*** If an Early Termination Date occurs, the amount, if any, payable in respect of that Early Termination Date (the "Early Termination Amount") will be determined pursuant to this Section 6(e) and will be subject to Section 6(f).

(i) ***Events of Default.*** If the Early Termination Date results from an Event of Default, the Early Termination Amount will be an amount equal to (1) the sum of (A) the Termination Currency Equivalent of the Close-out Amount or Close-out Amounts (whether positive or negative) determined by the Non-defaulting Party for each Terminated Transaction or group of Terminated Transactions, as the case may be, and (B) the Termination Currency Equivalent of the Unpaid Amounts owing to the Non-defaulting Party less (2) the Termination Currency Equivalent of the Unpaid Amounts owing to the Defaulting Party. If the Early Termination Amount is a positive number, the Defaulting Party will pay it to the Non-defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of the Early Termination Amount to the Defaulting Party.

(ii) ***Termination Events.*** If the Early Termination Date results from a Termination Event:—

(1) *One Affected Party*. Subject to clause (3) below, if there is one Affected Party, the Early Termination Amount will be determined in accordance with Section 6(e)(i), except that references to the Defaulting Party and to the Non-defaulting Party will be deemed to be references to the Affected Party and to the Non-affected Party, respectively.

(2) *Two Affected Parties*. Subject to clause (3) below, if there are two Affected Parties, each party will determine an amount equal to the Termination Currency Equivalent of the sum of the Close-out Amount or Close-out Amounts (whether positive or negative) for each Terminated Transaction or group of Terminated Transactions, as the case may be, and the Early Termination Amount will be an amount equal to (A) the sum of (I) one-half of the difference between the higher amount so determined (by party "X") and the lower amount so determined (by party "Y") and (II) the Termination Currency Equivalent of the Unpaid Amounts owing to X less (B) the Termination Currency Equivalent of the Unpaid Amounts owing to Y. If the Early Termination Amount is a positive number, Y will pay it to X; if it is a negative number, X will pay the absolute value of the Early Termination Amount to Y.

(3) *Mid-Market Events*. If that Termination Event is an Illegality or a Force Majeure Event, then the Early Termination Amount will be determined in accordance with clause (1) or (2) above, as appropriate, except that, for the purpose of determining a Close-out Amount or Close-out Amounts, the Determining Party will:—

(A) if obtaining quotations from one or more third parties (or from any of the Determining Party's Affiliates), ask each third party or Affiliate (I) not to take account of the current creditworthiness of the Determining Party or any existing Credit Support Document and (II) to provide mid-market quotations; and

(B) in any other case, use mid-market values without regard to the creditworthiness of the Determining Party.

(iii) ***Adjustment for Bankruptcy.*** In circumstances where an Early Termination Date occurs because Automatic Early Termination applies in respect of a party, the Early Termination Amount will be subject to such adjustments as are appropriate and permitted by applicable law to reflect any payments or deliveries made by one party to the other under this Agreement (and retained by such other party) during the period from the relevant Early Termination Date to the date for payment determined under Section 6(d)(ii).

(iv) ***Adjustment for Illegality or Force Majeure Event.*** The failure by a party or any Credit Support Provider of such party to pay, when due, any Early Termination Amount will not constitute an Event of Default under Section 5(a)(i) or 5(a)(iii)(1) if such failure is due to the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event. Such amount will (1) accrue interest and otherwise be treated as an Unpaid Amount owing to the other party if subsequently an Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions and (2) otherwise accrue interest in accordance with Section 9(h)(ii)(2).

(v) ***Pre-Estimate.*** The parties agree that an amount recoverable under this Section 6(e) is a reasonable pre-estimate of loss and not a penalty. Such amount is payable for the loss of bargain and the loss of protection against future risks, and, except as otherwise provided in this Agreement, neither party will be entitled to recover any additional damages as a consequence of the termination of the Terminated Transactions.

(f) ***Set-Off.*** Any Early Termination Amount payable to one party (the "Payee") by the other party (the "Payer"), in circumstances where there is a Defaulting Party or where there is one Affected Party in the case where either a Credit Event Upon Merger has occurred or any other Termination Event in respect of which all outstanding Transactions are Affected Transactions has occurred, will, at the option of the Non-defaulting Party or the Non-affected Party, as the case may be ("X") (and without prior notice to the Defaulting Party or the Affected Party, as the case may be), be reduced by its set-off against any other amounts ("Other Amounts") payable by the Payee to the Payer (whether or not arising under this Agreement, matured or contingent and irrespective of the currency, place of payment or place of booking of the obligation). To the extent that any Other Amounts are so set off, those Other Amounts will be discharged promptly and in all respects. X will give notice to the other party of any set-off effected under this Section 6(f).

For this purpose, either the Early Termination Amount or the Other Amounts (or the relevant portion of such amounts) may be converted by X into the currency in which the other is denominated at the rate of exchange at which such party would be able, in good faith and using commercially reasonable procedures, to purchase the relevant amount of such currency.

If an obligation is unascertained, X may in good faith estimate that obligation and set off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) will be effective to create a charge or other security interest. This Section 6(f) will be without prejudice and in addition to any right of set-off, offset, combination of accounts, lien, right of retention or withholding or similar right or requirement to which any party is at any time otherwise entitled or subject (whether by operation of law, contract or otherwise).

7. Transfer

Subject to Section 6(b)(ii) and to the extent permitted by applicable law, neither this Agreement nor any interest or obligation in or under this Agreement may be transferred (whether by way of security or otherwise) by either party without the prior written consent of the other party, except that:—

(a) a party may make such a transfer of this Agreement pursuant to a consolidation or amalgamation with, or merger with or into, or transfer of all or substantially all its assets to, another entity (but without prejudice to any other right or remedy under this Agreement); and

(b) a party may make such a transfer of all or any part of its interest in any Early Termination Amount payable to it by a Defaulting Party, together with any amounts payable on or with respect to that interest and any other rights associated with that interest pursuant to Sections 8, 9(h) and 11.

Any purported transfer that is not in compliance with this Section 7 will be void.

8. Contractual Currency

(a) ***Payment in the Contractual Currency.*** Each payment under this Agreement will be made in the relevant currency specified in this Agreement for that payment (the "Contractual Currency"). To the extent permitted by applicable law, any obligation to make payments under this Agreement in the Contractual Currency will not be discharged or satisfied by any tender in any currency other than the Contractual Currency, except to the extent such tender results in the actual receipt by the party to which payment is owed, acting in good faith and using commercially reasonable procedures in converting the currency so tendered into the Contractual Currency, of the full amount in the Contractual Currency of all amounts payable in respect of this Agreement. If for any reason the amount in the Contractual Currency so received falls short of the amount in the Contractual Currency payable in respect of this Agreement, the party required to make the payment will, to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Contractual Currency so received exceeds the amount in the Contractual Currency payable in respect of this Agreement, the party receiving the payment will refund promptly the amount of such excess.

(b) ***Judgments.*** To the extent permitted by applicable law, if any judgment or order expressed in a currency other than the Contractual Currency is rendered (i) for the payment of any amount owing in respect of this Agreement, (ii) for the payment of any amount relating to any early termination in respect of this Agreement or (iii) in respect of a judgment or order of another court for the payment of any amount described in clause (i) or (ii) above, the party seeking recovery, after recovery in full of the aggregate amount to which such party is entitled pursuant to the judgment or order, will be entitled to receive immediately from the other party the amount of any shortfall of the Contractual Currency received by such party as a consequence of sums paid in such other currency and will refund promptly to the other party any excess of the Contractual Currency received by such party 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 Contractual Currency is converted into the currency of the judgment or order for the purpose of such judgment or order and the rate of exchange at which such party is able, acting in good faith and using

commercially reasonable procedures in converting the currency received into the Contractual Currency, to purchase the Contractual Currency with the amount of the currency of the judgment or order actually received by such party.

(c) ***Separate Indemnities.*** To the extent permitted by applicable law, the indemnities in this Section 8 constitute separate and independent obligations from the other obligations in this Agreement, will be enforceable as separate and independent causes of action, will apply notwithstanding any indulgence granted by the party to which any payment is owed and will not be affected by judgment being obtained or claim or proof being made for any other sums payable in respect of this Agreement.

(d) ***Evidence of Loss.*** For the purpose of this Section 8, it will be sufficient for a party to demonstrate that it would have suffered a loss had an actual exchange or purchase been made.

9. Miscellaneous

(a) ***Entire Agreement.*** This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Each of the parties acknowledges that in entering into this Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Agreement will limit or exclude any liability of a party for fraud.

(b) ***Amendments.*** An amendment, modification or waiver in respect of this Agreement will only be effective if in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system.

(c) ***Survival of Obligations.*** Without prejudice to Sections 2(a)(iii) and 6(c)(ii), the obligations of the parties under this Agreement will survive the termination of any Transaction.

(d) ***Remedies Cumulative.*** Except as provided in this Agreement, the rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by law.

(e) ***Counterparts and Confirmations.***

(i) This Agreement (and each amendment, modification and waiver in respect of it) may be executed and delivered in counterparts (including by facsimile transmission and by electronic messaging system), each of which will be deemed an original.

(ii) The parties intend that they are legally bound by the terms of each Transaction from the moment they agree to those terms (whether orally or otherwise). A Confirmation will be entered into as soon as practicable and may be executed and delivered in counterparts (including by facsimile transmission) or be created by an exchange of telexes, by an exchange of electronic messages on an electronic messaging system or by an exchange of e-mails, which in each case will be sufficient for all purposes to evidence a binding supplement to this Agreement. The parties will specify therein or through another effective means that any such counterpart, telex, electronic message or e-mail constitutes a Confirmation.

(f) ***No Waiver of Rights.*** A failure or delay in exercising any right, power or privilege in respect of this Agreement will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

(g) ***Headings.*** The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement.

(h) ***Interest and Compensation.***

(i) ***Prior to Early Termination.*** Prior to the occurrence or effective designation of an Early Termination Date in respect of the relevant Transaction:—

(1) *Interest on Defaulted Payments.* If a party defaults in the performance of any payment obligation, it will, to the extent permitted by applicable law and subject to Section 6(c), pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the original due date for payment to (but excluding) the date of actual payment (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (3)(B) or (C) below), at the Default Rate.

(2) *Compensation for Defaulted Deliveries.* If a party defaults in the performance of any obligation required to be settled by delivery, it will on demand (A) compensate the other party to the extent provided for in the relevant Confirmation or elsewhere in this Agreement and (B) unless otherwise provided in the relevant Confirmation or elsewhere in this Agreement, to the extent permitted by applicable law and subject to Section 6(c), pay to the other party interest (before as well as after judgment) on an amount equal to the fair market value of that which was required to be delivered in the same currency as that amount, for the period from (and including) the originally scheduled date for delivery to (but excluding) the date of actual delivery (and excluding any period in respect of which interest or compensation in respect of that amount is due pursuant to clause (4) below), at the Default Rate. The fair market value of any obligation referred to above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party that was entitled to take delivery.

(3) *Interest on Deferred Payments.* If:—

(A) a party does not pay any amount that, but for Section 2(a)(iii), would have been payable, it will, to the extent permitted by applicable law and subject to Section 6(c) and clauses (B) and (C) below, pay interest (before as well as after judgment) on that amount to the other party on demand (after such amount becomes payable) in the same currency as that amount, for the period from (and including) the date the amount would, but for Section 2(a)(iii), have been payable to (but excluding) the date the amount actually becomes payable, at the Applicable Deferral Rate;

(B) a payment is deferred pursuant to Section 5(d), the party which would otherwise have been required to make that payment will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the amount of the deferred payment to the other party on demand (after such amount becomes payable) in the same currency as the deferred payment, for the period from (and including) the date the amount would, but for Section 5(d), have been payable to (but excluding) the earlier of the date the payment is no longer deferred pursuant to Section 5(d) and the date during the deferral period upon which an Event of Default or Potential Event of Default with respect to that party occurs, at the Applicable Deferral Rate; or

(C) a party fails to make any payment due to the occurrence of an Illegality or a Force Majeure Event (after giving effect to any deferral period contemplated by clause (B) above), it will, to the extent permitted by applicable law, subject to Section 6(c) and for so long as the event or circumstance giving rise to that Illegality or Force Majeure Event

continues and no Event of Default or Potential Event of Default with respect to that party has occurred and is continuing, pay interest (before as well as after judgment) on the overdue amount to the other party on demand in the same currency as the overdue amount, for the period from (and including) the date the party fails to make the payment due to the occurrence of the relevant Illegality or Force Majeure Event (or, if later, the date the payment is no longer deferred pursuant to Section 5(d)) to (but excluding) the earlier of the date the event or circumstance giving rise to that Illegality or Force Majeure Event ceases to exist and the date during the period upon which an Event of Default or Potential Event of Default with respect to that party occurs (and excluding any period in respect of which interest or compensation in respect of the overdue amount is due pursuant to clause (B) above), at the Applicable Deferral Rate.

(4) *Compensation for Deferred Deliveries.* If:—

(A) a party does not perform any obligation that, but for Section 2(a)(iii), would have been required to be settled by delivery;

(B) a delivery is deferred pursuant to Section 5(d); or

(C) a party fails to make a delivery due to the occurrence of an Illegality or a Force Majeure Event at a time when any applicable Waiting Period has expired,

the party required (or that would otherwise have been required) to make the delivery will, to the extent permitted by applicable law and subject to Section 6(c), compensate and pay interest to the other party on demand (after, in the case of clauses (A) and (B) above, such delivery is required) if and to the extent provided for in the relevant Confirmation or elsewhere in this Agreement.

(ii) ***Early Termination.*** Upon the occurrence or effective designation of an Early Termination Date in respect of a Transaction:—

(1) *Unpaid Amounts.* For the purpose of determining an Unpaid Amount in respect of the relevant Transaction, and to the extent permitted by applicable law, interest will accrue on the amount of any payment obligation or the amount equal to the fair market value of any obligation required to be settled by delivery included in such determination in the same currency as that amount, for the period from (and including) the date the relevant obligation was (or would have been but for Section 2(a)(iii) or 5(d)) required to have been performed to (but excluding) the relevant Early Termination Date, at the Applicable Close-out Rate.

(2) *Interest on Early Termination Amounts.* If an Early Termination Amount is due in respect of such Early Termination Date, that amount will, to the extent permitted by applicable law, be paid together with interest (before as well as after judgment) on that amount in the Termination Currency, for the period from (and including) such Early Termination Date to (but excluding) the date the amount is paid, at the Applicable Close-out Rate.

(iii) ***Interest Calculation.*** Any interest pursuant to this Section 9(h) will be calculated on the basis of daily compounding and the actual number of days elapsed.

10. Offices; Multibranch Parties

(a) If Section 10(a) is specified in the Schedule as applying, each party that enters into a Transaction through an Office other than its head or home office represents to and agrees with the other party that, notwithstanding the place of booking or its jurisdiction of incorporation or organisation, its obligations are the same in terms of recourse against it as if it had entered into the Transaction through its head or home office, except that a party will not have recourse to the head or home office of the other party in respect of any payment or delivery deferred pursuant to Section 5(d) for so long as the payment or delivery is so deferred. This representation and agreement will be deemed to be repeated by each party on each date on which the parties enter into a Transaction.

(b) If a party is specified as a Multibranch Party in the Schedule, such party may, subject to clause (c) below, enter into a Transaction through, book a Transaction in and make and receive payments and deliveries with respect to a Transaction through any Office listed in respect of that party in the Schedule (but not any other Office unless otherwise agreed by the parties in writing).

(c) The Office through which a party enters into a Transaction will be the Office specified for that party in the relevant Confirmation or as otherwise agreed by the parties in writing, and, if an Office for that party is not specified in the Confirmation or otherwise agreed by the parties in writing, its head or home office. Unless the parties otherwise agree in writing, the Office through which a party enters into a Transaction will also be the Office in which it books the Transaction and the Office through which it makes and receives payments and deliveries with respect to the Transaction. Subject to Section 6(b)(ii), neither party may change the Office in which it books the Transaction or the Office through which it makes and receives payments or deliveries with respect to a Transaction without the prior written consent of the other party.

11. Expenses

A Defaulting Party will on demand indemnify and hold harmless the other party for and against all reasonable out-of-pocket expenses, including legal fees, execution fees and Stamp Tax, incurred by such other party by reason of the enforcement and protection of its rights under this Agreement or any Credit Support Document to which the Defaulting Party is a party or by reason of the early termination of any Transaction, including, but not limited to, costs of collection.

12. Notices

(a) ***Effectiveness.*** Any notice or other communication in respect of this Agreement may be given in any manner described below (except that a notice or other communication under Section 5 or 6 may not be given by electronic messaging system or e-mail) to the address or number or in accordance with the electronic messaging system or e-mail details provided (see the Schedule) and will be deemed effective as indicated:—

(i) if in writing and delivered in person or by courier, on the date it is delivered;

(ii) if sent by telex, on the date the recipient's answerback is received;

(iii) if sent by facsimile transmission, on the date it is received by a responsible employee of the recipient in legible form (it being agreed that the burden of proving receipt will be on the sender and will not be met by a transmission report generated by the sender's facsimile machine);

(iv) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date it is delivered or its delivery is attempted;

(v) if sent by electronic messaging system, on the date it is received; or

(vi) if sent by e-mail, on the date it is delivered,

unless the date of that delivery (or attempted delivery) or that receipt, as applicable, is not a Local Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Local Business Day, in which case that communication will be deemed given and effective on the first following day that is a Local Business Day.

(b) ***Change of Details.*** Either party may by notice to the other change the address, telex or facsimile number or electronic messaging system or e-mail details at which notices or other communications are to be given to it.

13. Governing Law and Jurisdiction

(a) ***Governing Law.*** This Agreement will be governed by and construed in accordance with the law specified in the Schedule.

(b) ***Jurisdiction.*** With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement ("Proceedings"), each party irrevocably:—

(i) submits:—

(1) if this Agreement is expressed to be governed by English law, to (A) the non-exclusive jurisdiction of the English courts if the Proceedings do not involve a Convention Court and (B) the exclusive jurisdiction of the English courts if the Proceedings do involve a Convention Court; or

(2) if this Agreement is expressed to be governed by the laws of the State of New York, to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City;

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and

(iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

(c) ***Service of Process.*** Each party irrevocably appoints the Process Agent, if any, specified opposite its name in the Schedule to receive, for it and on its behalf, service of process in any Proceedings. If for any reason any party's Process Agent is unable to act as such, such party will promptly notify the other party and within 30 days appoint a substitute process agent acceptable to the other party. The parties irrevocably consent to service of process given in the manner provided for notices in Section 12(a)(i), 12(a)(iii) or 12(a)(iv). Nothing in this Agreement will affect the right of either party to serve process in any other manner permitted by applicable law.

(d) ***Waiver of Immunities.*** Each party irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction or order for specific performance or recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

14. Definitions

As used in this Agreement:—

"Additional Representation" has the meaning specified in Section 3.

"Additional Termination Event" has the meaning specified in Section 5(b).

"Affected Party" has the meaning specified in Section 5(b).

"Affected Transactions" means (a) with respect to any Termination Event consisting of an Illegality, Force Majeure Event, Tax Event or Tax Event Upon Merger, all Transactions affected by the occurrence of such Termination Event (which, in the case of an Illegality under Section 5(b)(i)(2) or a Force Majeure Event under Section 5(b)(ii)(2), means all Transactions unless the relevant Credit Support Document references only certain Transactions, in which case those Transactions and, if the relevant Credit Support Document constitutes a Confirmation for a Transaction, that Transaction) and (b) with respect to any other Termination Event, all Transactions.

"Affiliate" means, subject to the Schedule, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person.

"Agreement" has the meaning specified in Section 1(c).

"Applicable Close-out Rate" means:—

(a) in respect of the determination of an Unpaid Amount:—

(i) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Defaulting Party, the Default Rate;

(ii) in respect of obligations payable or deliverable (or which would have been but for Section 2(a)(iii)) by a Non-defaulting Party, the Non-default Rate;

(iii) in respect of obligations deferred pursuant to Section 5(d), if there is no Defaulting Party and for so long as the deferral period continues, the Applicable Deferral Rate; and

(iv) in all other cases following the occurrence of a Termination Event (except where interest accrues pursuant to clause (iii) above), the Applicable Deferral Rate; and

(b) in respect of an Early Termination Amount:—

(i) for the period from (and including) the relevant Early Termination Date to (but excluding) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable:—

(1) if the Early Termination Amount is payable by a Defaulting Party, the Default Rate;

(2) if the Early Termination Amount is payable by a Non-defaulting Party, the Non-default Rate; and

(3) in all other cases, the Applicable Deferral Rate; and

(ii) for the period from (and including) the date (determined in accordance with Section 6(d)(ii)) on which that amount is payable to (but excluding) the date of actual payment:—

(1) if a party fails to pay the Early Termination Amount due to the occurrence of an event or circumstance which would, if it occurred with respect to a payment or delivery under a Transaction, constitute or give rise to an Illegality or a Force Majeure Event, and for so long as the Early Termination Amount remains unpaid due to the continuing existence of such event or circumstance, the Applicable Deferral Rate;

(2) if the Early Termination Amount is payable by a Defaulting Party (but excluding any period in respect of which clause (1) above applies), the Default Rate;

(3) if the Early Termination Amount is payable by a Non-defaulting Party (but excluding any period in respect of which clause (1) above applies), the Non-default Rate; and

(4) in all other cases, the Termination Rate.

"Applicable Deferral Rate" means:—

(a) for the purpose of Section 9(h)(i)(3)(A), the rate certified by the relevant payer to be a rate offered to the payer by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market;

(b) for purposes of Section 9(h)(i)(3)(B) and clause (a)(iii) of the definition of Applicable Close-out Rate, the rate certified by the relevant payer to be a rate offered to prime banks by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the payer after consultation with the other party, if practicable, for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market; and

(c) for purposes of Section 9(h)(i)(3)(C) and clauses (a)(iv), (b)(i)(3) and (b)(ii)(1) of the definition of Applicable Close-out Rate, a rate equal to the arithmetic mean of the rate determined pursuant to clause (a) above and a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount.

"Automatic Early Termination" has the meaning specified in Section 6(a).

"Burdened Party" has the meaning specified in Section 5(b)(iv).

"Change in Tax Law" means the enactment, promulgation, execution or ratification of, or any change in or amendment to, any law (or in the application or official interpretation of any law) that occurs after the parties enter into the relevant Transaction.

"Close-out Amount" means, with respect to each Terminated Transaction or each group of Terminated Transactions and a Determining Party, the amount of the losses or costs of the Determining Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Determining Party that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for the Determining Party the economic equivalent of, (a) the material terms of that Terminated Transaction or group of Terminated Transactions, including the payments and deliveries by the parties under Section 2(a)(i) in respect of that Terminated Transaction or group of Terminated Transactions that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in

Section 2(a)(iii)) and (b) the option rights of the parties in respect of that Terminated Transaction or group of Terminated Transactions.

Any Close-out Amount will be determined by the Determining Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Determining Party may determine a Close-out Amount for any group of Terminated Transactions or any individual Terminated Transaction but, in the aggregate, for not less than all Terminated Transactions. Each Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable.

Unpaid Amounts in respect of a Terminated Transaction or group of Terminated Transactions and legal fees and out-of-pocket expenses referred to in Section 11 are to be excluded in all determinations of Close-out Amounts.

In determining a Close-out Amount, the Determining Party may consider any relevant information, including, without limitation, one or more of the following types of information:—

(i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Determining Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Determining Party and the third party providing the quotation;

(ii) information consisting of relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(iii) information of the types described in clause (i) or (ii) above from internal sources (including any of the Determining Party's Affiliates) if that information is of the same type used by the Determining Party in the regular course of its business for the valuation of similar transactions.

The Determining Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless the Determining Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clause (i), (ii) or (iii) above, the Determining Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilised. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clause (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the Determining Party may in addition consider in calculating a Close-out Amount any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to a Terminated Transaction or group of Terminated Transactions (or any gain resulting from any of them).

Commercially reasonable procedures used in determining a Close-out Amount may include the following:—

(1) application to relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Determining Party in the regular course of its business in pricing or valuing transactions between the Determining Party and unrelated third parties that are similar to the Terminated Transaction or group of Terminated Transactions; and

(2) application of different valuation methods to Terminated Transactions or groups of Terminated Transactions depending on the type, complexity, size or number of the Terminated Transactions or group of Terminated Transactions.

"Confirmation" has the meaning specified in the preamble.

"consent" includes a consent, approval, action, authorisation, exemption, notice, filing, registration or exchange control consent.

"Contractual Currency" has the meaning specified in Section 8(a).

"Convention Court" means any court which is bound to apply to the Proceedings either Article 17 of the 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters or Article 17 of the 1988 Lugano Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters.

"Credit Event Upon Merger" has the meaning specified in Section 5(b).

"Credit Support Document" means any agreement or instrument that is specified as such in this Agreement.

"Credit Support Provider" has the meaning specified in the Schedule.

"Cross-Default" means the event specified in Section 5(a)(vi).

"Default Rate" means a rate per annum equal to the cost (without proof or evidence of any actual cost) to the relevant payee (as certified by it) if it were to fund or of funding the relevant amount plus 1% per annum.

"Defaulting Party" has the meaning specified in Section 6(a).

"Designated Event" has the meaning specified in Section 5(b)(v).

"Determining Party" means the party determining a Close-out Amount.

"Early Termination Amount" has the meaning specified in Section 6(e).

"Early Termination Date" means the date determined in accordance with Section 6(a) or 6(b)(iv).

"electronic messages" does not include e-mails but does include documents expressed in markup languages, and ***"electronic messaging system"*** will be construed accordingly.

"English law" means the law of England and Wales, and ***"English"*** will be construed accordingly.

"Event of Default" has the meaning specified in Section 5(a) and, if applicable, in the Schedule.

"Force Majeure Event" has the meaning specified in Section 5(b).

"General Business Day" means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits).

"Illegality" has the meaning specified in Section 5(b).

"Indemnifiable Tax" means any Tax other than a Tax that would not be imposed in respect of a payment under this Agreement but for a present or former connection between the jurisdiction of the government or taxation authority imposing such Tax and the recipient of such payment or a person related to such recipient (including, without limitation, a connection arising from such recipient or related person being or having been a citizen or resident of such jurisdiction, or being or having been organised, present or engaged in a trade or business in such jurisdiction, or having or having had a permanent establishment or fixed place of business in such jurisdiction, but excluding a connection arising solely from such recipient or related person having executed, delivered, performed its obligations or received a payment under, or enforced, this Agreement or a Credit Support Document).

"law" includes any treaty, law, rule or regulation (as modified, in the case of tax matters, by the practice of any relevant governmental revenue authority), and ***"unlawful"*** will be construed accordingly.

"Local Business Day" means (a) in relation to any obligation under Section 2(a)(i), a General Business Day in the place or places specified in the relevant Confirmation and a day on which a relevant settlement system is open or operating as specified in the relevant Confirmation or, if a place or a settlement system is not so specified, as otherwise agreed by the parties in writing or determined pursuant to provisions contained, or incorporated by reference, in this Agreement, (b) for the purpose of determining when a Waiting Period expires, a General Business Day in the place where the event or circumstance that constitutes or gives rise to the Illegality or Force Majeure Event, as the case may be, occurs, (c) in relation to any other payment, a General Business Day in the place where the relevant account is located and, if different, in the principal financial centre, if any, of the currency of such payment and, if that currency does not have a single recognised principal financial centre, a day on which the settlement system necessary to accomplish such payment is open, (d) in relation to any notice or other communication, including notice contemplated under Section 5(a)(i), a General Business Day (or a day that would have been a General Business Day but for the occurrence of an event or circumstance which would, if it occurred with respect to payment, delivery or compliance related to a Transaction, constitute or give rise to an Illegality or a Force Majeure Event) in the place specified in the address for notice provided by the recipient and, in the case of a notice contemplated by Section 2(b), in the place where the relevant new account is to be located and (e) in relation to Section 5(a)(v)(2), a General Business Day in the relevant locations for performance with respect to such Specified Transaction.

"Local Delivery Day" means, for purposes of Sections 5(a)(i) and 5(d), a day on which settlement systems necessary to accomplish the relevant delivery are generally open for business so that the delivery is capable of being accomplished in accordance with customary market practice, in the place specified in the relevant Confirmation or, if not so specified, in a location as determined in accordance with customary market practice for the relevant delivery.

"Master Agreement" has the meaning specified in the preamble.

"Merger Without Assumption" means the event specified in Section 5(a)(viii).

"Multiple Transaction Payment Netting" has the meaning specified in Section 2(c).

"Non-affected Party" means, so long as there is only one Affected Party, the other party.

"Non-default Rate" means the rate certified by the Non-defaulting Party to be a rate offered to the Non-defaulting Party by a major bank in a relevant interbank market for overnight deposits in the applicable currency, such bank to be selected in good faith by the Non-defaulting Party for the purpose of obtaining a representative rate that will reasonably reflect conditions prevailing at the time in that relevant market.

"Non-defaulting Party" has the meaning specified in Section 6(a).

"Office" means a branch or office of a party, which may be such party's head or home office.

"Other Amounts" has the meaning specified in Section 6(f).

"Payee" has the meaning specified in Section 6(f).

"Payer" has the meaning specified in Section 6(f).

"Potential Event of Default" means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default.

"Proceedings" has the meaning specified in Section 13(b).

"Process Agent" has the meaning specified in the Schedule.

"rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Contractual Currency.

"Relevant Jurisdiction" means, with respect to a party, the jurisdictions (a) in which the party is incorporated, organised, managed and controlled or considered to have its seat, (b) where an Office through which the party is acting for purposes of this Agreement is located, (c) in which the party executes this Agreement and (d) in relation to any payment, from or through which such payment is made.

"Schedule" has the meaning specified in the preamble.

"Scheduled Settlement Date" means a date on which a payment or delivery is to be made under Section 2(a)(i) with respect to a Transaction.

"Specified Entity" has the meaning specified in the Schedule.

"Specified Indebtedness" means, subject to the Schedule, any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money.

"Specified Transaction" means, subject to the Schedule, (a) any transaction (including an agreement with respect to any such transaction) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party or any applicable Specified Entity of such party) and the other party to this Agreement (or any Credit Support Provider of such other party or any applicable Specified Entity of such other party) which is not a Transaction under this Agreement but (i) which is a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, (b) any combination of these transactions and (c) any other transaction identified as a Specified Transaction in this Agreement or the relevant confirmation.

"Stamp Tax" means any stamp, registration, documentation or similar tax.

"Stamp Tax Jurisdiction" has the meaning specified in Section 4(e).

"Tax" means any present or future tax, levy, impost, duty, charge, assessment or fee of any nature (including interest, penalties and additions thereto) that is imposed by any government or other taxing authority in respect of any payment under this Agreement other than a stamp, registration, documentation or similar tax.

"Tax Event" has the meaning specified in Section 5(b).

"Tax Event Upon Merger" has the meaning specified in Section 5(b).

"Terminated Transactions" means, with respect to any Early Termination Date, (a) if resulting from an Illegality or a Force Majeure Event, all Affected Transactions specified in the notice given pursuant to Section 6(b)(iv), (b) if resulting from any other Termination Event, all Affected Transactions and (c) if resulting from an Event of Default, all Transactions in effect either immediately before the effectiveness of the notice designating that Early Termination Date or, if Automatic Early Termination applies, immediately before that Early Termination Date.

"Termination Currency" means (a) if a Termination Currency is specified in the Schedule and that currency is freely available, that currency, and (b) otherwise, euro if this Agreement is expressed to be governed by English law or United States Dollars if this Agreement is expressed to be governed by the laws of the State of New York.

"Termination Currency Equivalent" means, in respect of any amount denominated in the Termination Currency, such Termination Currency amount and, in respect of any amount denominated in a currency other than the Termination Currency (the "Other Currency"), the amount in the Termination Currency determined by the party making the relevant determination as being required to purchase such amount of such Other Currency as at the relevant Early Termination Date, or, if the relevant Close-out Amount is determined as of a later date, that later date, with the Termination Currency at the rate equal to the spot exchange rate of the foreign exchange agent (selected as provided below) for the purchase of such Other Currency with the Termination Currency at or about 11:00 a.m. (in the city in which such foreign exchange agent is located) on such date as would be customary for the determination of such a rate for the purchase of such Other Currency for value on the relevant Early Termination Date or that later date. The foreign exchange agent will, if only one party is obliged to make a determination under Section 6(e), be selected in good faith by that party and otherwise will be agreed by the parties.

"Termination Event" means an Illegality, a Force Majeure Event, a Tax Event, a Tax Event Upon Merger or, if specified to be applicable, a Credit Event Upon Merger or an Additional Termination Event.

"Termination Rate" means a rate per annum equal to the arithmetic mean of the cost (without proof or evidence of any actual cost) to each party (as certified by such party) if it were to fund or of funding such amounts.

"Threshold Amount" means the amount, if any, specified as such in the Schedule.

"Transaction" has the meaning specified in the preamble.

"Unpaid Amounts" owing to any party means, with respect to an Early Termination Date, the aggregate of (a) in respect of all Terminated Transactions, the amounts that became payable (or that would have become payable but for Section 2(a)(iii) or due but for Section 5(d)) to such party under Section 2(a)(i) or 2(d)(i)(4) on or prior to such Early Termination Date and which remain unpaid as at such Early Termination Date, (b) in respect of each Terminated Transaction, for each obligation under Section 2(a)(i) which was (or would have been but for Section 2(a)(iii) or 5(d)) required to be settled by delivery to such party on or prior to such Early Termination Date and which has not been so settled as at such Early Termination Date, an amount equal to the fair market value of that which was (or would have been) required to be delivered and (c) if the Early Termination Date results from an Event of Default, a Credit Event Upon Merger or an Additional Termination Event in respect of which all outstanding Transactions are Affected Transactions, any Early Termination Amount due prior to such Early Termination Date and which remains unpaid as of such Early Termination Date, in each case together with any amount of interest accrued or other

compensation in respect of that obligation or deferred obligation, as the case may be, pursuant to Section 9(h)(ii)(1) or (2), as appropriate. The fair market value of any obligation referred to in clause (b) above will be determined as of the originally scheduled date for delivery, in good faith and using commercially reasonable procedures, by the party obliged to make the determination under Section 6(e) or, if each party is so obliged, it will be the average of the Termination Currency Equivalents of the fair market values so determined by both parties.

"Waiting Period" means:—

(a) in respect of an event or circumstance under Section 5(b)(i), other than in the case of Section 5(b)(i)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of three Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance; and

(b) in respect of an event or circumstance under Section 5(b)(ii), other than in the case of Section 5(b)(ii)(2) where the relevant payment, delivery or compliance is actually required on the relevant day (in which case no Waiting Period will apply), a period of eight Local Business Days (or days that would have been Local Business Days but for the occurrence of that event or circumstance) following the occurrence of that event or circumstance.

IN WITNESS WHEREOF the parties have executed this document on the respective dates specified below with effect from the date specified on the first page of this document.

THE BANK OF NOVA SCOTIA	GSC SOLAR FUND I LP
(Name of Party)	(Name of Party)
By:	By: GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC., as Borrower
Name: Celine Liminet	Name: Himanshu Sarin
Title: Associate Director	Title: Secretary
Date: June 28, 2023	Date: June 27, 2023

SCHEDULE
to the
2002 ISDA Master Agreement
dated as of June 27, 2023
between

THE BANK OF NOVA

SCOTIA("*Party A*") and

GSC Solar Fund I LP, an Ontario limited partnership ("*Party B*")

Part 1. Termination Provisions.

(a) ***"Specified Entity"*** means:

(i) in relation to Party A for the purposes of:

Section 5(a)(v):	Not Applicable
Section 5(a)(vi):	Not Applicable
Section 5(a)(vii):	Not Applicable
Section 5(b)(v):	Not Applicable:

(ii) in relation to Party B, for the purposes of:

Section 5(a)(v):"Obligors" as defined in the Credit Agreement
Section 5(a)(vi): "Obligors" as defined in the Credit Agreement
Section 5(a)(vii): "Obligors" as defined in the Credit Agreement
Section 5(b)(v): "Obligors" as defined in the Credit Agreement

(b) ***"Specified Transaction"*** has the meaning specified in Section 14 of this Agreement.

(c) The ***"Cross Default"*** provisions of Section 5(a)(vi) will apply to both parties subject to amendment by:

(i) adding the following at the end thereof:

"*provided, however*, that, notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if (A) (I) the default or other similar event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay or deliver caused by an error or omission of an administrative or operational nature, (II) the funds or the asset to be delivered were available to such party to enable it to make the relevant payment or delivery when due, and (III) such payment or delivery is made within three (3) Local Business Days following receipt of written notice from an interested party of such failure to pay or (B) such party was precluded from paying, or was unable to pay, using reasonable means, through the office of the party through which it was acting for purposes of the relevant Specified Indebtedness, by reason of force majeure, act of State, illegality or impossibility."

If such provisions apply:

"Specified Indebtedness" shall mean any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money other than indebtedness in respect of bank deposits received in the ordinary course of business.

With regard to Party A, ***"Threshold Amount"*** means three percent (3%) of its shareholders' equity as specified from time to time in the most recently published audited financial statements of Party A or its equivalent in any other currency..

With regard to Party B, any applicable Specified Entity of Party B, or any Credit Support Provider of Party B, ***"Threshold Amount"*** means CAD 1,000,000, or its equivalent in any other currency; provided, however, that the Threshold Amount in respect of the Credit Agreement (as defined below) shall be zero ($0).

(d) The ***"Credit Event Upon Merger"*** provision in Section 5(b)(v) will apply to both parties, provided that for as long as the Credit Agreement is outstanding, any events permitted under the Credit Agreement shall not lead to a Termination Event under this Agreement.

(e) The ***"Automatic Early Termination"*** provision of Section 6(a) will not apply to Party A and will not apply to Party B.

(f) ***"Termination Currency"*** means Canadian Dollars unless the Non-defaulting Party or the Non-affected Party, as the case may be, selects an alternative freely available and convertible currency as the Termination Currency.

(g) ***"Additional Termination Event"*** The following shall constitute Additional Termination Events for purposes of which Party B shall be the sole Affected Party and all outstanding Transactions shall be Affected Transactions:

(i) All Loans outstanding under the Credit Agreement are prepaid in full or Party A or an affiliate of Party A ceases to be a Lender under the Credit Agreement for any reason, other than a voluntary cessation;

(ii) The priority of payments set forth in Sections 8.13, 8.14 or Section 10.5 of the Credit Agreement shall be amended such that the payment obligations of Party B under this Agreement no longer rank at least *pari passu* and *pro rata* in all respects with all of Party B's payment obligations under the Credit Agreement without the agreement of Party A;

(iii) All or substantially all of the collateral securing the obligations of Party B under or in respect of this Agreement is released from or otherwise not subject to a valid and perfected security interest or lien pursuant to the Security Documents, except in accordance with the terms of the Credit Agreement and the Security Documents;

(iv) The obligations of Party B under this Agreement shall cease to be equally and ratably secured on a *pari passu* basis to the principal obligations to the Lenders under the Credit Agreement with respect to the priority of payment upon the application of Collateral proceeds in connection with the exercise of remedies by the Collateral Agent in accordance with the Credit Agreement and the Security Documents without the agreement of Party A;

(v) Party A shall not be entitled to the benefits of any guarantee, subordination agreement or other credit support document in favor of the obligations to the Lenders, now or hereafter existing, equally and ratably and on a *pari passu* basis with the principal obligations under the Credit Agreement that are secured by the Security Documents without the agreement of Party A; and

(vi) An "Event of Default" under and as defined in Section 10.1 of the Credit Agreement has occurred and is continuing and the Administrative Agent, upon instruction by the Majority Lenders, has declared the Obligations to be due and payable on demand of the Lenders.

(h) Other than in respect of an Event of Default under Section 5(a)(i) (*Failure to Pay*) which is also an Event of Default under the Credit Agreement or Section 5(a)(vii) (*Bankruptcy*), Party A shall not declare an Event of Default or a Termination Event under this Agreement unless one or more of the Additional Termination Events listed in paragraph (g) above has occurred and is continuing or a Notional Reduction Event has occurred and an Early Termination Date occurs and is addressed under paragraph (i) below. It is agreed that if amounts owing in respect of a Failure to Pay default under Section 5(a)(i) are funded and fully satisfied with amounts withdrawn from the Debt Service Reserve Account or drawn under the DSRA LC with 3 Banking Days, the relevant Failure to Pay will have been cured and will not result in an Event of Default or a Termination Event under this Agreement.

As used herein and throughout this Agreement, "***Credit Agreement***" means that Credit Agreement dated as of the date hereof among, inter alia, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, Deutsche Bank Trust Company Americas, as administrative agent and collateral agent and the lenders from time to time party thereto, as lenders, as such agreement may be may from time to time be amended, restated, supplemented or otherwise modified. Capitalized terms used but not defined in this Agreement shall have the meanings given in the Credit Agreement.

(i) ***Notional Reduction Event***.

(i) If on any date of determination, the Hedge Notional Amount (as defined below) exceeds the product of (a) 105% and (b) the Principal Balance (such occurrence, a "***Notional Reduction Event***"), then Party B shall notify Party A of that Notional Reduction Event and Party B shall reduce the outstanding Hedge Notional Amount pursuant to this Part 1(h) in order to satisfy the Hedge Requirements under the Credit Agreement on a pro rata basis based on the aggregate notional amount outstanding under this Agreement as compared with the aggregate notional amount outstanding under all Interest Rate Agreements, which such notice may be delivered by electronic mail (such notice, the "***Hedge Reduction Notice***").

(ii) Any Hedge Reduction Notice shall specify each outstanding Transaction hereunder and the corresponding amount by which the Notional Amount of that Transaction is to be reduced for that Reduction Event (the "***Affected Notional Amount***") so that the Hedge Notional Amount for any date (after giving effect to all such reductions) would not exceed 105% of the Principal Balance for that date (after giving effect to any repayment).

"***Hedge Notional Amount***" means, as of any date of determination, an amount equal to the aggregate notional amount outstanding on such date of all Interest Rate Agreements.

"***Principal Balance***" means, as of any date of determination, the outstanding aggregate principal amount of all outstanding Loans on such date.

For each Transaction for which a corresponding Affected Notional Amount is specified (each, an "***Reduction Transaction***"), the Notional Amount of that Reduction Transaction shall be reduced as of the date that is two (2) Local Business Days following receipt by Party A of the related Hedge Reduction Notice (the "***Reduction Date***") by an amount equal to the Affected Notional Amount (and, if the Notional Amount otherwise amortizes after the Reduction Date, the effect of that

reduction shall be to revise proportionately the Notional Amount of each future Calculation Period remaining under the Transaction) and, solely for the purposes of this Part 1(h), an "Early Termination Date" shall be deemed to have occurred on the Reduction Date for that Transaction and Party B shall be the sole Affected Party.

For purposes of such Early Termination Date, the term "Terminated Transaction" as used for the purposes of Section 6(e)(ii)(1) of this Agreement shall be only that part of the Reduction Transaction relating to the Affected Notional Amount, and the remainder of the Reduction Transaction shall continue in full force and effect as a Transaction hereunder subject to the terms of this Agreement. The amount payable under Section 6(e)(ii)(1) of this Agreement with respect to any such Early Termination Date shall be due and payable in accordance with such Section 6(d)(ii).

(j) ***Notional Increase Event***

If Party A has approved an advance under the Construction Loan (a "**New Construction Loan Advance**"), it will make available to Party B a Forward Interest Rate Agreement within thirty days of such advance under this Agreement (the "***Increase Transaction***") such that the outstanding Hedge Notional Amount will be increased to an amount agreed between Party A and Party B but in any event sufficient to satisfy the Hedge Requirements under the Credit Agreement (the "***Notional Amount Increase***") as of the date that the New Construction Loan Advance is anticipated to be converted into the Term Loan (the "**Conversion Date**"), based on the aggregate notional amount outstanding under this Agreement as compared with the aggregate notional amount outstanding under all Interest Rate Agreements; provided further that, the Increase Transaction with the satisfies the internal policies, limits and procedures of Party A, including, without limitation, such policies, limits and procedures involving business relations, credit, legal, accounting, tax and general prudential concerns.

Each Increase Transaction shall be effective as of the Conversion Date and shall amortize in a manner consistent with the amortization schedules of other Transactions entered into under this Agreement and Party B's obligations under the Credit Agreement. Each Increase Transaction shall be on terms consistent with prior Transactions with the same credit spread but otherwise priced in accordance with then market conditions.

Part 2. Tax Representations.

(a) ***Payer Tax Representations***.

For the purposes of Section 3(e) of this Agreement, Party A and Party B will each make the following representations to the other:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, each party may rely on:

(i) the accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;

(ii) the satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement, and

(iii) the satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement,

except that it will not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(b) ***Payee Tax Representations***.

(i) For purposes of Section 3(f) of this Agreement, Party A makes the following representations:

It is not a non-resident of Canada within the meaning of the Income Tax Act (Canada).

(ii) For purposes of Section 3(f) of this Agreement, Party B makes the following representations:

(1) It is (A) a "foreign partnership" within the meaning of the applicable U.S. Treasury Regulations concerning information reporting and backup withholding tax, and (B) organized under the laws of Ontario, Canada. No payment received or to be received by it in connection with this Agreement is effectively connected with the conduct of a trade or business conducted in the United States.

(2) No withholding is required with respect to any payments made by Party B under this Agreement with respect to Interest Rate Swaps.

Part 3. Agreement to Deliver Documents.

(a) For the purpose of Section 4(a)(i), the documents to be delivered are:

Party required to deliver document

Not applicable.

(b) For the purposes of Section 4(a)(ii), the other documents to be delivered (which will be covered by the representation in Section 3(d) of the Agreement if specified) are as follows:

Party required to deliver document	**Form/Document/ Certificate**	**Date by which to be delivered**	**Covered by Section 3(d) Representation:**
Party A and Party B	Evidence of the authority, incumbency and specimen signature of each person executing this Agreement or any Confirmation, Credit Support Document or other document entered into in connection therewith.	Upon execution of this Agreement or any Confirmation (or, alternatively in relation to a Confirmation, upon request), Credit Support Document or other document entered into in connection therewith, as the case may be.	Yes
Party B	A copy of the most recent annual report containing consolidated financial statements of Party B or its Credit Support Provider, if any, and such other public information respecting the condition or operations, financial or otherwise of such party or its Credit Support Provider, if any, as the other party may reasonably request from time to time	Promptly after request by the other party.	Yes

Party B	A copy of (i) the resolution of the Board of Directors of Party B approving the entering into of this Agreement and the Transactions contemplated hereby, (ii) the resolution of the Board of Directors of Party B's Credit Support Provider (if any) approving the delivery to Party A of the Credit Support Document and (iii) a copy of the constituent documents of Party B and Party B's Credit Support Provider (if any), in each case certified by an authorised officer of Party B or the Credit Support Provider (as the case may be) that such documents are in full force and effect.	Upon execution of this Agreement.	Yes
Party B	Legal Opinion with respect to power, authority and enforceability of this Agreement against Party B, substantially in a form acceptable to Party A.	Upon execution of this Agreement.	No
Party B	ISDA Canadian Representation Letter #1 Trade Reporting and Other Obligations	Prior to execution of this Agreement	Yes
Party B	ISDA Cross-Border Swaps Representation Letter	Prior to execution of this Agreement	Yes

For the purpose of Section 4(a)(ii) of this Agreement, Party B agrees to deliver true and complete copies of all documents delivered to the Lenders under the Credit Agreement if Party A or an Affiliate of Party A is not a party to such Credit Agreement. This delivery obligation will be covered by the representation of Party B as described in Section 3(d).

Part 4. Miscellaneous.

(a) ***Address for Notices.*** For the purpose of Section 12(a) of this Agreement, the addresses for notices and communications to Party A and Party B shall be as follows:

(i) For the purpose of Section 12(a):-

Addresses for notices or communications to Party A:- Notices or communications to Party A in respect of a particular Transaction shall be directed to the address, facsimile or contact reflected in the Confirmation for that Transaction, and any notices in respect of Sections 5, 6, 9(b) or 13(c) of this Agreement shall be directed to: BNS_ISDAnotices@scotiabank.com with a copy of any notices in respect of Sections 5 and 6 to Party A's Toronto Office as follows:

TO PARTY A:

The Bank of Nova Scotia
40 Temperance Street, 7th Floor
Toronto, Ontario, Canada M5H 0B4
Attention: Global Capital Markets Documentation
Telephone No.: (416) 866-6613

TO PARTY B:

5750 Timberlea Boulevard, Unit 16
Mississauga,
Ontario L4V
5B9

Attention: Himanshu Sarin Senior Vice President
Telephone.: 289-326-3923
Email:
himanshu.sarin@grasshopper
energy.com

(b) ***Process Agent.*** For the purposes of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: Not applicable.

Party B appoints as its Process Agent: Not applicable.

(c) ***Offices***. The provisions of Section 10(a) will apply to this Agreement.

(d) ***Multibranch Party***. For purposes of Section 10(b) of this Agreement:

(i) Party A is a Multibranch Party and may act through its Toronto Office, or any other Office as specified in a relevant Confirmation as agreed to between the parties.
(ii) Party B is not a Multibranch Party.

(e) The ***Calculation Agent*** shall be Party A. The failure of the Calculation Agent to comply with or perform any of its agreements or obligations as Calculation Agent will not constitute an Event of Default under Section 5(a)(ii) of this Agreement (Breach of Agreement) with respect to such party and the sole remedy of the other party with respect to such failure will be the right, upon notice to the Calculation Agent and provided that such failure is then continuing, to designate itself or a third party as a replacement Calculation Agent.

(f) Credit Support Documents.

The Security Documents referenced in the Credit Agreement and herein shall be deemed to be Credit Support Documents, with respect to Party B, for purposes of this Agreement.

(g) Credit Support Provider.

The Guarantors as defined in the Credit Agreement shall be deemed to be Credit Support Providers, with respect to Party B, for purposes of this Agreement.

(h) Governing Law and Jurisdiction.

(i) Governing Law. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(ii) Ontario Jurisdiction. Section 13(b) is restated as follows:

"(b) ***Jurisdiction***. With respect to any suit, action or proceedings relating to any dispute arising out of or in connection with this Agreement ("Proceedings"), each party irrevocably:

(i) submits to the non-exclusive jurisdiction of the courts of the Province of Ontario;

(ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object with respect to such Proceeding, that such court does not have any jurisdiction over such party; and

(iii) agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction."

(i) ***Multiple Transaction Payment Netting***. Multiple Transaction Payment Netting will apply for the purpose of Section 2(c) of this Agreement to all Transactions, starting from the date of this Agreement separately as agreed in writing from time to time.

(j) ***Absence of Litigation.*** For the purpose of Section 3(c):

"Specified Entity" means in relation to Party A, None.

"Specified Entity" means in relation to Party B, Party B's Affiliates.

(k) ***No Agency.*** The provisions of Section 3(g) will apply to this Agreement.

(l) ***Additional Representation*** will apply. For the purpose of Section 3 of this Agreement, each of the following will constitute an Additional Representation:

- ***Relationship Between Parties.*** Each party will be deemed to represent to the other party on the date that it enters into a Transaction (which representations and warranties shall be deemed repeated on and as of each date that any Transaction remains outstanding) that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):
  - ***Non-Reliance***. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered to be investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.
  - ***Assessment and Understanding.*** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.
  - ***Status of Parties***. The other party is not acting as a fiduciary for or adviser to it in respect of that Transaction.

- ***Additional Representations of Party B.*** Party B represents to Party A on and as of the date hereof and at all times until the termination of this Agreement that with respect to each source of funds to be used by it to enter into such Transactions (each such source being referred to herein as a ***"Source"***), the Source is not the assets of any "plan" (as such term is defined in Section 4975 of the Internal Revenue Code of 1986, as amended (the ***"Code"***)) subject to Section 4975 of the Code or any "employee benefit plan" (as such term is defined in Section 3(3) of the employee Retirement Income Security Act of 1974, as amended (***"ERISA"***)) subject to Title I of ERISA, or otherwise out of "plan assets" within the meaning of Section 3(42) of ERISA and the regulations thereunder.

(m) ***Recording of Conversations.*** In connection with this Agreement or any potential Transaction, each party (i) consents to the recording of telephone conversations between the Personnel of Party A and the Personnel of Party B, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its Personnel, and (iii) agrees, to the extent permitted by applicable law, that such recordings may be submitted in evidence in any proceedings.

For the purpose of the foregoing paragraph, ***"Personnel"*** means the party's trading, marketing and other relevant personnel, including personnel employed by any Affiliate acting on the party's behalf and any third party acting on the party's behalf.

(n) **Contractual Recognition of Stay in Resolution.** With respect to this Agreement, each party agrees to the application of subsections 39.15(7.1) to (7.104) and (7.11) of the *Canada Deposit Insurance Corporation Act*, RSC, 1985, c. C-3 in relation to the actions that the parties may take.

Part 5. Other Provisions.

(a) ***Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act.*** "Tax" as used in Part 2(a) of this Schedule (Payer Tax Representation) and "Indemnifiable Tax" as defined in Section 14 of this Agreement shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "***Code***"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "***FATCA Withholding Tax***"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of this Agreement.

(b) ***Set Off.*** Section 6(f) of this Agreement is deleted in its entirety and replaced with the following:

"(f) Upon the designation of any Early Termination Date, the party that is not the Defaulting Party or Affected Party (***"X"***) may, without prior notice to the Defaulting or Affected Party (***"Y"***), set off any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by Y to X or any Affiliate of X (the ***"X Set Off Amount"***) against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of

the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y (the ***"Y Set Off Amount"***). X will give notice to the other party of any set off effected under this Section 6(f).

For this purpose, either the X Set Off Amount or the Y Set Off Amount (or the relevant portion of such set off amounts) may be converted by X into the currency in which the other set off amount is denominated at the rate of exchange at which X would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If a sum or obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) will be effective to create a charge or other security interest. This Section 6(f) will be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

(c) ***Additional Acknowledgments and Agreements of the Parties***.

(i) ***Waiver of Right to Trial by Jury.*** Each of the parties hereby irrevocably waives any and all right to a trial by jury with respect to any legal proceeding arising out of or relating to this Agreement or any Transaction.

(d) ***Amendments.*** Section 9(b) is modified by the deletion of the words "or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system".

(e) ***Counterparts and Confirmations.*** Section 9(e)(i) is modified by the deletion of the words "and by electronic messaging system".

(f) ***Disclosure.*** Each party consents to the communication or disclosure by the other party of information in respect of or relating to this Agreement and any Transactions hereunder to such other party's branches, subsidiaries and Affiliates and, to the extent required by law or regulation, any government or regulatory authority.

(g) ***2002 Master Agreement Protocol.*** The parties agree that the provisions of the 2002 Master Agreement Protocol including Annexes 1 - 18 inclusive published by the International Swaps and Derivatives Association, Inc on 15th July 2003 (the ***"Protocol"***) are incorporated into and apply to this Agreement with the same effect as if the parties had complied with the provisions of Section 2 of the Protocol. In this respect, references in the Protocol to an "ISDA 2002 Master Agreement" will be deemed to be references to this Agreement and the term "the parties", as used in the Protocol shall be construed as referring to Party A and Party B.

(h) **Transfers.** Party B may not transfer its rights or interests in any Transactions except as expressly permitted by the Credit Agreement. Any such transfer by Party B will be governed by Section 7 of this Agreement.

(i) **Equivalency Clause**. For the purpose of disclosure pursuant to the Interest Act (Canada), the yearly rate of interest to which any rate of interest payable under this Agreement that is calculated on any

basis other than a full calendar year is equivalent may be determined by multiplying such rate by a fraction the numerator of which is the actual number of days in the calendar year in which such yearly rate of interest is to be ascertained and the denominator of which is the number of days comprising such other basis.

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The parties have entered into this ISDA Schedule with effect from the date specified on the first page of this Agreement.

GSC SOLAR FUND I LP, by its general partner,
GSC SOLAR FUND I GP INC., as Borrower

Per: _____

Name: Himanshu Sarin
Title: Secretary
I have the authority to bind the Partnership.

THE BANK OF NOVA SCOTIA

Per: _____

Name: Celine Liminet
Title: Associate Director

This is Exhibit "P" 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

GUARANTEE AND INDEMNITY

TO: Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Collateral Agent**") for and on behalf of the Secured Creditors (as defined under the Credit Agreement) under the credit agreement dated as of the date hereof by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the "**Borrowers**") and the Secured Creditors (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

DATE: March 19, 2018

In consideration of the Secured Creditors making the Facilities available to the Borrowers pursuant to the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (together with its successors and permitted assigns, the "**Guarantor**") hereby agrees and covenants as follows:

1. Defined Terms

All capitalized terms not defined herein have the meaning given thereto in the Credit Agreement and:

"**Commodity Exchange Act**" means the *Commodity Exchange Act* (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Excluded Swap Obligation**" means, with respect to the Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of the Guarantor of, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security is or becomes illegal.

"**Guaranteed Obligations**" means the Obligations as such term is defined and used in the Credit Agreement, except for and excluding (i) the Excluded Swap Obligations and (ii) any obligations in relation to any MicroFIT Project.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1(a)(47) of the Commodity Exchange Act.

2. Guarantee and Indemnity

(a) The Guarantor hereby unconditionally and irrevocably guarantees to the Collateral Agent on behalf of each of the Secured Creditors and their successors and assigns, due and punctual payment and performance to the Secured Creditors, upon demand following the

occurrence of any Event of Default that is continuing, of the Guaranteed Obligations to the Secured Creditors or any one or more of them at any time and from time to time.

(b) In addition to the guarantee contained herein, the Guarantor hereby covenants and agrees to indemnify and save each of the Secured Creditors harmless from and against all costs, losses, expenses and damages ("**Losses**") it may suffer as a result of default of an Obligor in the performance of any of the Guaranteed Obligations, including without limitation, reasonable legal fees incurred by or on behalf of the Secured Creditors resulting from any action instituted on the basis of this Guarantee. For greater certainty, these Losses shall not include any losses suffered by any of the Secured Creditors due to its own gross negligence or wilful misconduct.

(c) In addition to the guarantee and indemnity contained herein, the Guarantor hereby covenants and agrees that the Guaranteed Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

3. Payment and Interest

(a) The Guarantor shall unconditionally render any payment or performance guaranteed hereunder, upon demand made in accordance with the terms hereof, if an Obligor fails or refuses to punctually make such payment or performance (the "**Obligor's Payment**").

(b) All payments by the Guarantor under this Guarantee shall be made free and clear of and without deduction or withholding for any and all Taxes, unless required by law, rule, regulation or the interpretation thereof by the relevant governmental authority. If the Guarantor is required by law, rule, regulation or the interpretation thereof by the relevant governmental authority to deduct or withhold any such Taxes, from or in respect of any amount payable under this Guarantee,

(i) the amount payable shall be increased by such additional amount as may be necessary so that after making all required deductions or withholdings, the relevant Secured Creditors, as applicable, receive a net amount equal to the full amount they would have received if no deduction or withholding had been made;

(ii) the Guarantor shall make such required deductions or withholdings;

(iii) the Guarantor shall pay the full amount deducted or withheld to the relevant taxation or other authority in accordance with Applicable Law; and

(iv) the Guarantor shall deliver to the relevant Secured Creditor, as applicable, as soon as practicable after it has made such payment to the applicable governmental authority (x) a copy of such receipt as is issued by such authority evidencing the deduction or withholding of all amounts required to be deducted or withheld from the amount payable hereunder or (y) if such a receipt is not available from such authority, notice of the payment of such amount deducted or withheld;

provided that the obligation of the Guarantor to pay additional amounts pursuant hereto shall not extend to Excluded Taxes.

(c) All amounts payable by the Guarantor in respect of an Obligor's Payment must be made in the same currency in which the original advance or other credit accommodation was made to an Obligor by the Secured Creditors.

(d) All amounts in respect of the Facilities demanded hereunder shall bear interest at a rate per annum equal to the interest rate from time to time applicable under the Credit Agreement from the time of demand until paid, both before and after default and judgment.

(e) Nothing but payment and satisfaction in cash in full of the Guaranteed Obligations will release the Guarantor from the Guarantor's obligations hereunder.

4. Continuing Obligation, Authority and Enforceability

(a) No document, proof or other action other than as specifically provided herein is necessary as a condition of the Guarantor honouring its obligations hereunder. This Guarantee is a continuing guarantee, covers all the Guaranteed Obligations, and applies to and secure any ultimate balance due or remaining unpaid to the Secured Creditors.

(b) This Guarantee will constitute a continuing guarantee regardless of:

(i) whether any other person or persons (an "**Additional Guarantor**") becomes in any other way responsible to the Secured Creditors for, or in respect of, the Guaranteed Obligations, or any part thereof;

(ii) whether any such Additional Guarantor ceases to be so liable; or

(iii) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest or of the Lien securing the Guaranteed Obligations, or the validity or enforceability of any of the Guaranteed Obligations.

This Guarantee shall not be determined or affected, or the rights of the Secured Creditors hereunder prejudiced, by the termination of any Guaranteed Obligations by operation of law or otherwise, other than to the extent of the indefeasible payment in cash of those Guaranteed Obligations to the Collateral Agent, including without limitation, the bankruptcy, insolvency, dissolution or liquidation of an Obligor, any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of an Obligor, with respect to transactions occurring either before or after such change. This Guarantee is to extend to the person or persons for the time being and from time to time carrying on the business now carried on by an Obligor, notwithstanding any reorganization of an Obligor or the Guarantor or the amalgamation of an Obligor or the Guarantor with one or more other entities (in this case, this Guarantee shall apply to the liabilities of the resulting entity and the term "Obligor" and "Guarantor", as applicable, shall include such resulting entity) or the sale or disposal of an Obligor's or the Guarantor's business in whole or in part to one or more other persons. The Guarantor hereby agrees that the manner in which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may now or hereafter deal with the Additional Guarantor shall have no effect whatsoever on the continuing liability of the Guarantor hereunder.

(c) By execution of this Guarantee, the Guarantor represents and warrants to the Secured Creditors that it has obtained all authorizations, consents and approvals necessary for the granting and performance of this Guarantee and that this Guarantee is enforceable against the Guarantor in accordance with its terms. The Secured Creditors shall not be concerned to see or inquire into the powers of an Obligor or any of its directors or other agents, acting or purporting to act on its behalf, and all moneys, advances, renewals and credits actually borrowed or obtained from the Secured Creditors by an Obligor shall be deemed to form part of the Guaranteed Obligations notwithstanding any lack or limitation of status or power, incapacity of an Obligor or of the directors, or that an Obligor may not be a legal entity capable of being sued, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits, whether known to the Secured Creditors or not.

5. Postponement of Claims and Subrogation

(a) Other than payment expressly permitted to be made under the Credit Agreement, all debts and claims against an Obligor now or hereafter held by the Guarantor and all rights of subrogation of the Guarantor (all such debts, claims and rights being hereinafter referred to as the "**Claims**") shall be for the security of the Secured Creditors and, as between the Guarantor and the Secured Creditors, the same are hereby postponed to the repayment and performance of the Guaranteed Obligations. Until all of the Obligations shall have been satisfied in full, any money received by the Guarantor in respect of any such Claims shall be received by the Guarantor in trust for the Collateral Agent on its own behalf and on behalf of the other Secured Creditors and shall be paid forthwith to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be applied against, or held as security for, payment of the Guaranteed Obligations, all without prejudice to and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder.

(b) As security for and for the purpose of giving effect to the postponement of the Claims, the Guarantor hereby assigns, transfers and sets over and unto the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of the Claims and hereby irrevocably constitutes and appoints the officers from time to time of the Collateral Agent to be attorneys of the Guarantor in the name of and on behalf of the Guarantor to collect, and enforce or prove any such Claims, and for that purpose to execute and do in the name and on behalf of the Guarantor, all deeds, documents, transfers, assignments, assurances and things, and to commence and prosecute, at the election of and in the sole discretion of the Collateral Agent, in consultation with the other Secured Creditors, any or all proceedings which may appear to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be necessary in connection with the collection, enforcement or proving of any Claims.

(c) In the event of the bankruptcy, winding up or distribution of the assets of an Obligor, the Guarantor or any Additional Guarantor, the rights of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors will not be affected or impaired by its omission to prove its claim in full or otherwise and it may prove such claim as it sees fit and may refrain from proving any claim in its sole discretion. Any amounts received by the Secured Creditors in connection with such proceedings will be applied on such part or parts of the monies payable from time to time on account of the Guaranteed Obligations as the Collateral Agent, in consultation with the other Secured Creditors shall in its absolute discretion see fit until all of the Guaranteed Obligations have been paid in full,

and thereafter the Guarantor will be entitled to the balance, if any, of such amounts; all of which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may do without in any way affecting, relieving, limiting or lessening the Guarantor's liability to the Secured Creditors hereunder. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right of payment to the claims of the Secured Creditors in any such proceedings, including, without limitation, making any filings that are required to preserve such a claim.

(d) The Guarantor acknowledges and agrees that it will not have any rights of subrogation or indemnification until after the Guaranteed Obligations have been indefeasibly paid in full. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right to the claims of the Secured Creditors in any bankruptcy proceedings.

(e) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors has no duty, obligation or liability whatsoever as a result of the assignment to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors of the Claims to protect, preserve or to ensure that the Claims do not become prescribed by statute or otherwise invalidated or rendered unenforceable.

(f) Nothing herein shall restrict the right of an Obligor to make any payments to the Guarantor expressly permitted under the Credit Agreement.

6. Amendments and Waivers

(a) The Guarantor authorizes the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, at any time and from time to time, without notice to the Guarantor and without affecting, relieving, limiting or lessening the liability of the Guarantor hereunder, to alter the terms of all or any part of the Guaranteed Obligations and any security and guarantees therefor including, without limitation, modification of principal amount, times for payment or rates of interest.

(b) The Guarantor hereby waives each of the following, to the fullest extent allowed by law:

(i) all statutes of limitations as a defence to any action brought by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors against the Guarantor;

(ii) any defence based upon:

A. the unenforceability or invalidity of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to take proper care of any security for the Guaranteed Obligations;

B. any act or omission of an Obligor or any other person that directly or indirectly results in the discharge or release of an Obligor or any other person or any of the Guaranteed Obligations or any security therefor; or

C. the Collateral Agent's, in consultation with the other Secured Creditors, present or future method of dealing with an Obligor or any other person;

(iii) any right (whether now or hereafter existing) to require the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, as a condition to the enforcement of this Guarantee:

A. to accelerate the Guaranteed Obligations or proceed and exhaust all recourse against an Obligor or any other person;

B. to realize on any security that it holds;

C. to marshall the assets of an Obligor, the Guarantor or any other person; or

D. to pursue any other remedy that the Guarantor may not be able to pursue itself and that might limit or reduce the Guarantor's burden;

(iv) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;

(v) all suretyship defences and rights of every nature otherwise available under Ontario law and the laws of any other jurisdiction; and

(vi) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of the Guarantor hereunder (other than by complete and indefeasible satisfaction of the Guaranteed Obligations).

(c) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may deal with an Obligor, the documents creating or evidencing the Guaranteed Obligations and the security now or hereafter held by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors (including without limitation, all modifications, extensions, replacements, amendments, renewals, restatements, supplements to such documents or security) as the Collateral Agent, in consultation with the other Secured Creditors, may see fit, without notice to the Guarantor and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may:

(i) grant time, renewals, extensions, indulgences, releases and discharges to an Obligor or any other person;

(ii) take new or additional security (including, without limitation, other guarantees) from an Obligor or any other person;

(iii) discharge or partially discharge any or all existing security;

(iv) elect not to take security from an Obligor or any other person or not to perfect security;

(v) cease or refrain from giving credit or making loans or advances to an Obligor;

(vi) accept partial payment or performance from an Obligor or any other person or otherwise waive compliance by an Obligor or any other person with the terms of any of the documents or security;

(vii) assign any such document or security to any person or persons in accordance with the Credit Agreement; or

(viii) apply all dividends, compositions and moneys at any time received from an Obligor or any other person or from the security upon such part of the Guaranteed Obligations.

No loss of or in respect of any securities received by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors from an Obligor or others, whether occasioned by the fault of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors or otherwise (other than as a result of gross negligence, fraud or wilful misconduct), shall in any way affect, relieve, limit or lessen the liability of the Guarantor hereunder.

(d) No term, condition or provision hereof or any right hereunder, or in respect thereof, shall be, or shall be deemed to have been, waived by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, except by express written waiver signed by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, all such waivers to extend only to the particular circumstances therein specified.

(e) Except as provided at law, no action or omission on the part of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors in exercising or failing to exercise its rights hereunder or in connection with or arising from the Guaranteed Obligations or any part thereof shall make the Collateral Agent or the other Secured Creditors liable to the Guarantor for any loss thereby occasioned to the Guarantor.

7. Demand and Notice

(a) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may make a demand in writing to the Guarantor at any time and from time to time following an Event of Default that is continuing, each such written demand to be accepted by the Guarantor as complete and satisfactory evidence of any default by an Obligor and the extent thereof, and of the obligations of the Guarantor to make a payment hereunder and the amount thereof. The Guarantor shall pay to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors such amount or amounts as are payable hereunder forthwith upon such written demand.

(b) Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party under this Guarantee shall be given and take effect in the manner provided for notices in the Credit Agreement.

8. No Representations

The Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to the Guarantor affecting the liability of the Guarantor under this Guarantee save as may be specifically embodied herein and agrees that this

Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may hereafter be held by or for the benefit of the Secured Creditors.

9. Further Assurances

The Guarantor will, from time to time at the request of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, make and do all such acts and things and execute and deliver all such instruments, agreements and documents as the Collateral Agent on its own behalf and on behalf of the other Secured Creditors shall reasonably request by notice in writing given to the Guarantor in order to create, preserve, perfect, validate or otherwise protect the guarantee and security interests created hereunder, to enable the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to exercise and enforce any of its rights and remedies hereunder and generally to carry out the provisions and intentions of this Guarantee.

10. Severability

If any term, covenant, obligation or agreement contained in this Guarantee, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee or the application of such term, covenant, obligation or agreement to persons or circumstances other than those held to be invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

11. Paramountcy

In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Guarantee and of the Credit Agreement, the provisions of the Credit Agreement shall govern and be paramount, and any such provision in this Guarantee shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the Secured Creditors set out in this Guarantee or any part thereof which is not set out or provided for in the Credit Agreement, such additional right or remedy shall not constitute a conflict, inconsistency, ambiguity or difference.

12. Governing Law

This Guarantee shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Guarantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purpose of any legal or equitable suit, action or proceeding in connection with this Guarantee.

13. Judgment Currency

To the extent permitted by applicable law, if any judgment or order in respect of this Guarantee is rendered and expressed in a currency other than the currency (the "**Agreement Currency**") in which funds were originally advanced to an Obligor, the Collateral Agent after recovery in full of the aggregate amount to which the Collateral Agent and the other Secured Creditors are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Guarantor the amount of any shortfall in the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency and will refund promptly to the Guarantor any excess of the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency in all cases 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 Collateral Agent is able, 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 Collateral Agent. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Guarantor under this provision 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 this Guarantee.

14. The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

15. Binding Effect

This Guarantee shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns except that the Guarantor shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors.

16. Entire Agreement

Subject to Section 11, this Guarantee contains the entire agreement between the parties relating to the security interests granted in this Guarantee. Any modification of this Guarantee shall not be binding unless in writing and signed by the Collateral Agent and the Guarantor. There are no representations, warranties, covenants or acknowledgements affecting, or relied upon in connection with the entering into, this Guarantee or any secured property, other than as expressed in this Guarantee in writing.

17. Execution and Delivery

This Guarantee may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Guarantor acknowledges receiving a copy of this Guarantee, and further agrees that a photocopy or PDF copy of this Guarantee or of a financing statement is sufficient.

18. Miscellaneous

(a) Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing any gender will include the masculine, feminine, and neuter genders and any word importing a person will include a corporation, a partnership and any other entity.

(b) Time is and shall be in all respects of the essence hereof.

[*Signature Pages to follow*]

IN WITNESS OF WHICH the Guarantor has duly executed this Guarantee as of the first date written above.

GSC SOLAR FUND I GP INC.

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

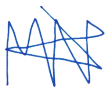
ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent
By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name: Annie Jaghatspanyan
Title: Vice President

By: _____
Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

This is Exhibit "Q" 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

GUARANTEE AND INDEMNITY

TO: Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Collateral Agent**") for and on behalf of the Secured Creditors (as defined under the Credit Agreement) under the amended and restated credit agreement dated as of the date hereof by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the "**Borrowers**") and the Secured Creditors (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

DATE: May 31, 2018

In consideration of the Secured Creditors making the Facilities available to the Borrowers pursuant to the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (together with its successors and permitted assigns, the "**Guarantor**") hereby agrees and covenants as follows:

1. Defined Terms

All capitalized terms not defined herein have the meaning given thereto in the Credit Agreement and:

"**Commodity Exchange Act**" means the *Commodity Exchange Act* (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Excluded Swap Obligation**" means, with respect to the Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of the Guarantor of, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security is or becomes illegal.

"**Guaranteed Obligations**" means the Obligations as such term is defined and used in the Credit Agreement, except for and excluding (i) the Excluded Swap Obligations and (ii) any obligations in relation to any MicroFIT Project.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1(a)(47) of the Commodity Exchange Act.

2. Guarantee and Indemnity

(a) The Guarantor hereby unconditionally and irrevocably guarantees to the Collateral Agent on behalf of each of the Secured Creditors and their successors and assigns, due and punctual payment and performance to the Secured Creditors, upon demand following the

occurrence of any Event of Default that is continuing, of the Guaranteed Obligations to the Secured Creditors or any one or more of them at any time and from time to time.

(b) In addition to the guarantee contained herein, the Guarantor hereby covenants and agrees to indemnify and save each of the Secured Creditors harmless from and against all costs, losses, expenses and damages ("**Losses**") it may suffer as a result of default of an Obligor in the performance of any of the Guaranteed Obligations, including without limitation, reasonable legal fees incurred by or on behalf of the Secured Creditors resulting from any action instituted on the basis of this Guarantee. For greater certainty, these Losses shall not include any losses suffered by any of the Secured Creditors due to its own gross negligence or wilful misconduct.

(c) In addition to the guarantee and indemnity contained herein, the Guarantor hereby covenants and agrees that the Guaranteed Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

3. Payment and Interest

(a) The Guarantor shall unconditionally render any payment or performance guaranteed hereunder, upon demand made in accordance with the terms hereof, if an Obligor fails or refuses to punctually make such payment or performance (the "**Obligor's Payment**").

(b) All payments by the Guarantor under this Guarantee shall be made free and clear of and without deduction or withholding for any and all Taxes, unless required by law, rule, regulation or the interpretation thereof by the relevant governmental authority. If the Guarantor is required by law, rule, regulation or the interpretation thereof by the relevant governmental authority to deduct or withhold any such Taxes, from or in respect of any amount payable under this Guarantee,

(i) the amount payable shall be increased by such additional amount as may be necessary so that after making all required deductions or withholdings, the relevant Secured Creditors, as applicable, receive a net amount equal to the full amount they would have received if no deduction or withholding had been made;

(ii) the Guarantor shall make such required deductions or withholdings;

(iii) the Guarantor shall pay the full amount deducted or withheld to the relevant taxation or other authority in accordance with Applicable Law; and

(iv) the Guarantor shall deliver to the relevant Secured Creditor, as applicable, as soon as practicable after it has made such payment to the applicable governmental authority (x) a copy of such receipt as is issued by such authority evidencing the deduction or withholding of all amounts required to be deducted or withheld from the amount payable hereunder or (y) if such a receipt is not available from such authority, notice of the payment of such amount deducted or withheld;

provided that the obligation of the Guarantor to pay additional amounts pursuant hereto shall not extend to Excluded Taxes.

(c) All amounts payable by the Guarantor in respect of an Obligor's Payment must be made in the same currency in which the original advance or other credit accommodation was made to an Obligor by the Secured Creditors.

(d) All amounts in respect of the Facilities demanded hereunder shall bear interest at a rate per annum equal to the interest rate from time to time applicable under the Credit Agreement from the time of demand until paid, both before and after default and judgment.

(e) Nothing but payment and satisfaction in cash in full of the Guaranteed Obligations will release the Guarantor from the Guarantor's obligations hereunder.

4. Continuing Obligation, Authority and Enforceability

(a) No document, proof or other action other than as specifically provided herein is necessary as a condition of the Guarantor honouring its obligations hereunder. This Guarantee is a continuing guarantee, covers all the Guaranteed Obligations, and applies to and secure any ultimate balance due or remaining unpaid to the Secured Creditors.

(b) This Guarantee will constitute a continuing guarantee regardless of:

(i) whether any other person or persons (an "**Additional Guarantor**") becomes in any other way responsible to the Secured Creditors for, or in respect of, the Guaranteed Obligations, or any part thereof;

(ii) whether any such Additional Guarantor ceases to be so liable; or

(iii) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest or of the Lien securing the Guaranteed Obligations, or the validity or enforceability of any of the Guaranteed Obligations.

This Guarantee shall not be determined or affected, or the rights of the Secured Creditors hereunder prejudiced, by the termination of any Guaranteed Obligations by operation of law or otherwise, other than to the extent of the indefeasible payment in cash of those Guaranteed Obligations to the Collateral Agent, including without limitation, the bankruptcy, insolvency, dissolution or liquidation of an Obligor, any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of an Obligor, with respect to transactions occurring either before or after such change. This Guarantee is to extend to the person or persons for the time being and from time to time carrying on the business now carried on by an Obligor, notwithstanding any reorganization of an Obligor or the Guarantor or the amalgamation of an Obligor or the Guarantor with one or more other entities (in this case, this Guarantee shall apply to the liabilities of the resulting entity and the term "Obligor" and "Guarantor", as applicable, shall include such resulting entity) or the sale or disposal of an Obligor's or the Guarantor's business in whole or in part to one or more other persons. The Guarantor hereby agrees that the manner in which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may now or hereafter deal with the Additional Guarantor shall have no effect whatsoever on the continuing liability of the Guarantor hereunder.

(c) By execution of this Guarantee, the Guarantor represents and warrants to the Secured Creditors that it has obtained all authorizations, consents and approvals necessary for the granting and performance of this Guarantee and that this Guarantee is enforceable against the Guarantor in accordance with its terms. The Secured Creditors shall not be concerned to see or inquire into the powers of an Obligor or any of its directors or other agents, acting or purporting to act on its behalf, and all moneys, advances, renewals and credits actually borrowed or obtained from the Secured Creditors by an Obligor shall be deemed to form part of the Guaranteed Obligations notwithstanding any lack or limitation of status or power, incapacity of an Obligor or of the directors, or that an Obligor may not be a legal entity capable of being sued, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits, whether known to the Secured Creditors or not.

5. Postponement of Claims and Subrogation

(a) Other than payment expressly permitted to be made under the Credit Agreement, all debts and claims against an Obligor now or hereafter held by the Guarantor and all rights of subrogation of the Guarantor (all such debts, claims and rights being hereinafter referred to as the "**Claims**") shall be for the security of the Secured Creditors and, as between the Guarantor and the Secured Creditors, the same are hereby postponed to the repayment and performance of the Guaranteed Obligations. Until all of the Obligations shall have been satisfied in full, any money received by the Guarantor in respect of any such Claims shall be received by the Guarantor in trust for the Collateral Agent on its own behalf and on behalf of the other Secured Creditors and shall be paid forthwith to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be applied against, or held as security for, payment of the Guaranteed Obligations, all without prejudice to and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder.

(b) As security for and for the purpose of giving effect to the postponement of the Claims, the Guarantor hereby assigns, transfers and sets over and unto the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of the Claims and hereby irrevocably constitutes and appoints the officers from time to time of the Collateral Agent to be attorneys of the Guarantor in the name of and on behalf of the Guarantor to collect, and enforce or prove any such Claims, and for that purpose to execute and do in the name and on behalf of the Guarantor, all deeds, documents, transfers, assignments, assurances and things, and to commence and prosecute, at the election of and in the sole discretion of the Collateral Agent, in consultation with the other Secured Creditors, any or all proceedings which may appear to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be necessary in connection with the collection, enforcement or proving of any Claims.

(c) In the event of the bankruptcy, winding up or distribution of the assets of an Obligor, the Guarantor or any Additional Guarantor, the rights of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors will not be affected or impaired by its omission to prove its claim in full or otherwise and it may prove such claim as it sees fit and may refrain from proving any claim in its sole discretion. Any amounts received by the Secured Creditors in connection with such proceedings will be applied on such part or parts of the monies payable from time to time on account of the Guaranteed Obligations as the Collateral Agent, in consultation with the other Secured Creditors shall in its absolute discretion see fit until all of the Guaranteed Obligations have been paid in full,

and thereafter the Guarantor will be entitled to the balance, if any, of such amounts; all of which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may do without in any way affecting, relieving, limiting or lessening the Guarantor's liability to the Secured Creditors hereunder. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right of payment to the claims of the Secured Creditors in any such proceedings, including, without limitation, making any filings that are required to preserve such a claim.

(d) The Guarantor acknowledges and agrees that it will not have any rights of subrogation or indemnification until after the Guaranteed Obligations have been indefeasibly paid in full. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right to the claims of the Secured Creditors in any bankruptcy proceedings.

(e) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors has no duty, obligation or liability whatsoever as a result of the assignment to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors of the Claims to protect, preserve or to ensure that the Claims do not become prescribed by statute or otherwise invalidated or rendered unenforceable.

(f) Nothing herein shall restrict the right of an Obligor to make any payments to the Guarantor expressly permitted under the Credit Agreement.

6. Amendments and Waivers

(a) The Guarantor authorizes the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, at any time and from time to time, without notice to the Guarantor and without affecting, relieving, limiting or lessening the liability of the Guarantor hereunder, to alter the terms of all or any part of the Guaranteed Obligations and any security and guarantees therefor including, without limitation, modification of principal amount, times for payment or rates of interest.

(b) The Guarantor hereby waives each of the following, to the fullest extent allowed by law:

(i) all statutes of limitations as a defence to any action brought by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors against the Guarantor;

(ii) any defence based upon:

A. the unenforceability or invalidity of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to take proper care of any security for the Guaranteed Obligations;

B. any act or omission of an Obligor or any other person that directly or indirectly results in the discharge or release of an Obligor or any other person or any of the Guaranteed Obligations or any security therefor; or

C. the Collateral Agent's, in consultation with the other Secured Creditors, present or future method of dealing with an Obligor or any other person;

(iii) any right (whether now or hereafter existing) to require the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, as a condition to the enforcement of this Guarantee:

A. to accelerate the Guaranteed Obligations or proceed and exhaust all recourse against an Obligor or any other person;

B. to realize on any security that it holds;

C. to marshall the assets of an Obligor, the Guarantor or any other person; or

D. to pursue any other remedy that the Guarantor may not be able to pursue itself and that might limit or reduce the Guarantor's burden;

(iv) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;

(v) all suretyship defences and rights of every nature otherwise available under Ontario law and the laws of any other jurisdiction; and

(vi) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of the Guarantor hereunder (other than by complete and indefeasible satisfaction of the Guaranteed Obligations).

(c) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may deal with an Obligor, the documents creating or evidencing the Guaranteed Obligations and the security now or hereafter held by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors (including without limitation, all modifications, extensions, replacements, amendments, renewals, restatements, supplements to such documents or security) as the Collateral Agent, in consultation with the other Secured Creditors, may see fit, without notice to the Guarantor and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may:

(i) grant time, renewals, extensions, indulgences, releases and discharges to an Obligor or any other person;

(ii) take new or additional security (including, without limitation, other guarantees) from an Obligor or any other person;

(iii) discharge or partially discharge any or all existing security;

(iv) elect not to take security from an Obligor or any other person or not to perfect security;

(v) cease or refrain from giving credit or making loans or advances to an Obligor;

(vi) accept partial payment or performance from an Obligor or any other person or otherwise waive compliance by an Obligor or any other person with the terms of any of the documents or security;

(vii) assign any such document or security to any person or persons in accordance with the Credit Agreement; or

(viii) apply all dividends, compositions and moneys at any time received from an Obligor or any other person or from the security upon such part of the Guaranteed Obligations.

No loss of or in respect of any securities received by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors from an Obligor or others, whether occasioned by the fault of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors or otherwise (other than as a result of gross negligence, fraud or wilful misconduct), shall in any way affect, relieve, limit or lessen the liability of the Guarantor hereunder.

(d) No term, condition or provision hereof or any right hereunder, or in respect thereof, shall be, or shall be deemed to have been, waived by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, except by express written waiver signed by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, all such waivers to extend only to the particular circumstances therein specified.

(e) Except as provided at law, no action or omission on the part of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors in exercising or failing to exercise its rights hereunder or in connection with or arising from the Guaranteed Obligations or any part thereof shall make the Collateral Agent or the other Secured Creditors liable to the Guarantor for any loss thereby occasioned to the Guarantor.

7. Demand and Notice

(a) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may make a demand in writing to the Guarantor at any time and from time to time following an Event of Default that is continuing, each such written demand to be accepted by the Guarantor as complete and satisfactory evidence of any default by an Obligor and the extent thereof, and of the obligations of the Guarantor to make a payment hereunder and the amount thereof. The Guarantor shall pay to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors such amount or amounts as are payable hereunder forthwith upon such written demand.

(b) Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party under this Guarantee shall be given and take effect in the manner provided for notices in the Credit Agreement.

8. No Representations

The Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to the Guarantor affecting the liability of the Guarantor under this Guarantee save as may be specifically embodied herein and agrees that this

Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may hereafter be held by or for the benefit of the Secured Creditors.

9. Further Assurances

The Guarantor will, from time to time at the request of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, make and do all such acts and things and execute and deliver all such instruments, agreements and documents as the Collateral Agent on its own behalf and on behalf of the other Secured Creditors shall reasonably request by notice in writing given to the Guarantor in order to create, preserve, perfect, validate or otherwise protect the guarantee and security interests created hereunder, to enable the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to exercise and enforce any of its rights and remedies hereunder and generally to carry out the provisions and intentions of this Guarantee.

10. Severability

If any term, covenant, obligation or agreement contained in this Guarantee, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee or the application of such term, covenant, obligation or agreement to persons or circumstances other than those held to be invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

11. Paramountcy

In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Guarantee and of the Credit Agreement, the provisions of the Credit Agreement shall govern and be paramount, and any such provision in this Guarantee shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the Secured Creditors set out in this Guarantee or any part thereof which is not set out or provided for in the Credit Agreement, such additional right or remedy shall not constitute a conflict, inconsistency, ambiguity or difference.

12. Governing Law

This Guarantee shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Guarantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purpose of any legal or equitable suit, action or proceeding in connection with this Guarantee.

13. Judgment Currency

To the extent permitted by applicable law, if any judgment or order in respect of this Guarantee is rendered and expressed in a currency other than the currency (the "**Agreement Currency**") in which funds were originally advanced to an Obligor, the Collateral Agent after recovery in full of the aggregate amount to which the Collateral Agent and the other Secured Creditors are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Guarantor the amount of any shortfall in the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency and will refund promptly to the Guarantor any excess of the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency in all cases 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 Collateral Agent is able, 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 Collateral Agent. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Guarantor under this provision 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 this Guarantee.

14. The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

15. Binding Effect

This Guarantee shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns except that the Guarantor shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors.

16. Entire Agreement

Subject to Section 11, this Guarantee contains the entire agreement between the parties relating to the security interests granted in this Guarantee. Any modification of this Guarantee shall not be binding unless in writing and signed by the Collateral Agent and the Guarantor. There are no representations, warranties, covenants or acknowledgements affecting, or relied upon in connection with the entering into, this Guarantee or any secured property, other than as expressed in this Guarantee in writing.

17. Execution and Delivery

This Guarantee may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Guarantor acknowledges receiving a copy of this Guarantee, and further agrees that a photocopy or PDF copy of this Guarantee or of a financing statement is sufficient.

18. Miscellaneous

(a) Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing any gender will include the masculine, feminine, and neuter genders and any word importing a person will include a corporation, a partnership and any other entity.

(b) Time is and shall be in all respects of the essence hereof.

[*Signature Pages to follow*]

IN WITNESS OF WHICH the Guarantor has duly executed this Guarantee as of the first date written above.

GSC SOLAR FUND II GP INC.

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

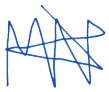
ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: _____
Name: James Briggs
Title: Vice President

By: _____
Name:
Title: Deirdre Lewis
Vice President

This is Exhibit "R" 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

GUARANTEE AND INDEMNITY

TO: Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Collateral Agent**") for and on behalf of the Secured Creditors (as defined under the Credit Agreement) under the credit agreement dated as of the date hereof by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the "**Borrowers**") and the Secured Creditors (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

DATE: March 19, 2018

In consideration of the Secured Creditors making the Facilities available to the Borrowers pursuant to the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (together with its successors and permitted assigns, the "**Guarantor**") hereby agrees and covenants as follows:

1. Defined Terms

All capitalized terms not defined herein have the meaning given thereto in the Credit Agreement and:

"**Commodity Exchange Act**" means the *Commodity Exchange Act* (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Excluded Swap Obligation**" means, with respect to the Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of the Guarantor of, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security is or becomes illegal.

"**Guaranteed Obligations**" means the Obligations as such term is defined and used in the Credit Agreement, except for and excluding the Excluded Swap Obligations.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1(a)(47) of the Commodity Exchange Act.

2. Guarantee and Indemnity

(a) The Guarantor hereby unconditionally and irrevocably guarantees to the Collateral Agent on behalf of each of the Secured Creditors and their successors and assigns, due and punctual payment and performance to the Secured Creditors, upon demand following the occurrence of any Event of Default that is continuing, of the Guaranteed Obligations to the Secured Creditors or any one or more of them at any time and from time to time.

(b) In addition to the guarantee contained herein, the Guarantor hereby covenants and agrees to indemnify and save each of the Secured Creditors harmless from and against all costs, losses, expenses and damages ("**Losses**") it may suffer as a result of default of an Obligor in the performance of any of the Guaranteed Obligations, including without limitation, reasonable legal fees incurred by or on behalf of the Secured Creditors resulting from any action instituted on the basis of this Guarantee. For greater certainty, these Losses shall not include any losses suffered by any of the Secured Creditors due to its own gross negligence or wilful misconduct.

(c) In addition to the guarantee and indemnity contained herein, the Guarantor hereby covenants and agrees that the Guaranteed Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

3. Payment and Interest

(a) The Guarantor shall unconditionally render any payment or performance guaranteed hereunder, upon demand made in accordance with the terms hereof, if an Obligor fails or refuses to punctually make such payment or performance (the "**Obligor's Payment**").

(b) All payments by the Guarantor under this Guarantee shall be made free and clear of and without deduction or withholding for any and all Taxes, unless required by law, rule, regulation or the interpretation thereof by the relevant governmental authority. If the Guarantor is required by law, rule, regulation or the interpretation thereof by the relevant governmental authority to deduct or withhold any such Taxes, from or in respect of any amount payable under this Guarantee,

(i) the amount payable shall be increased by such additional amount as may be necessary so that after making all required deductions or withholdings, the relevant Secured Creditors, as applicable, receive a net amount equal to the full amount they would have received if no deduction or withholding had been made;

(ii) the Guarantor shall make such required deductions or withholdings;

(iii) the Guarantor shall pay the full amount deducted or withheld to the relevant taxation or other authority in accordance with Applicable Law; and

(iv) the Guarantor shall deliver to the relevant Secured Creditor, as applicable, as soon as practicable after it has made such payment to the applicable governmental authority (x) a copy of such receipt as is issued by such authority evidencing the deduction or withholding of all amounts required to be deducted or withheld from the amount payable hereunder or (y) if such a receipt is not available from such authority, notice of the payment of such amount deducted or withheld;

provided that the obligation of the Guarantor to pay additional amounts pursuant hereto shall not extend to Excluded Taxes.

(c) All amounts payable by the Guarantor in respect of an Obligor's Payment must be made in the same currency in which the original advance or other credit accommodation was made to an Obligor by the Secured Creditors.

(d) All amounts in respect of the Facilities demanded hereunder shall bear interest at a rate per annum equal to the interest rate from time to time applicable under the Credit Agreement from the time of demand until paid, both before and after default and judgment.

(e) Nothing but payment and satisfaction in cash in full of the Guaranteed Obligations will release the Guarantor from the Guarantor's obligations hereunder.

4. Continuing Obligation, Authority and Enforceability

(a) No document, proof or other action other than as specifically provided herein is necessary as a condition of the Guarantor honouring its obligations hereunder. This Guarantee is a continuing guarantee, covers all the Guaranteed Obligations, and applies to and secure any ultimate balance due or remaining unpaid to the Secured Creditors.

(b) This Guarantee will constitute a continuing guarantee regardless of:

(i) whether any other person or persons (an "**Additional Guarantor**") becomes in any other way responsible to the Secured Creditors for, or in respect of, the Guaranteed Obligations, or any part thereof;

(ii) whether any such Additional Guarantor ceases to be so liable; or

(iii) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest or of the Lien securing the Guaranteed Obligations, or the validity or enforceability of any of the Guaranteed Obligations.

This Guarantee shall not be determined or affected, or the rights of the Secured Creditors hereunder prejudiced, by the termination of any Guaranteed Obligations by operation of law or otherwise, other than to the extent of the indefeasible payment in cash of those Guaranteed Obligations to the Collateral Agent, including without limitation, the bankruptcy, insolvency, dissolution or liquidation of an Obligor, any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of an Obligor, with respect to transactions occurring either before or after such change. This Guarantee is to extend to the person or persons for the time being and from time to time carrying on the business now carried on by an Obligor, notwithstanding any reorganization of an Obligor or the Guarantor or the amalgamation of an Obligor or the Guarantor with one or more other entities (in this case, this Guarantee shall apply to the liabilities of the resulting entity and the term "Obligor" and "Guarantor", as applicable, shall include such resulting entity) or the sale or disposal of an Obligor's or the Guarantor's business in whole or in part to one or more other persons. The Guarantor hereby agrees that the manner in which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may now or hereafter deal with the Additional Guarantor shall have no effect whatsoever on the continuing liability of the Guarantor hereunder.

(c) By execution of this Guarantee, the Guarantor represents and warrants to the Secured Creditors that it has obtained all authorizations, consents and approvals necessary for the granting and performance of this Guarantee and that this Guarantee is enforceable against the Guarantor in accordance with its terms. The Secured Creditors shall not be concerned to see or inquire into the powers of an Obligor or any of its directors or other agents,

acting or purporting to act on its behalf, and all moneys, advances, renewals and credits actually borrowed or obtained from the Secured Creditors by an Obligor shall be deemed to form part of the Guaranteed Obligations notwithstanding any lack or limitation of status or power, incapacity of an Obligor or of the directors, or that an Obligor may not be a legal entity capable of being sued, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits, whether known to the Secured Creditors or not.

5. Postponement of Claims and Subrogation

(a) Other than payment expressly permitted to be made under the Credit Agreement, all debts and claims against an Obligor now or hereafter held by the Guarantor and all rights of subrogation of the Guarantor (all such debts, claims and rights being hereinafter referred to as the "**Claims**") shall be for the security of the Secured Creditors and, as between the Guarantor and the Secured Creditors, the same are hereby postponed to the repayment and performance of the Guaranteed Obligations. Until all of the Obligations shall have been satisfied in full, any money received by the Guarantor in respect of any such Claims shall be received by the Guarantor in trust for the Collateral Agent on its own behalf and on behalf of the other Secured Creditors and shall be paid forthwith to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be applied against, or held as security for, payment of the Guaranteed Obligations, all without prejudice to and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder.

(b) As security for and for the purpose of giving effect to the postponement of the Claims, the Guarantor hereby assigns, transfers and sets over and unto the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of the Claims and hereby irrevocably constitutes and appoints the officers from time to time of the Collateral Agent to be attorneys of the Guarantor in the name of and on behalf of the Guarantor to collect, and enforce or prove any such Claims, and for that purpose to execute and do in the name and on behalf of the Guarantor, all deeds, documents, transfers, assignments, assurances and things, and to commence and prosecute, at the election of and in the sole discretion of the Collateral Agent, in consultation with the other Secured Creditors, any or all proceedings which may appear to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be necessary in connection with the collection, enforcement or proving of any Claims.

(c) In the event of the bankruptcy, winding up or distribution of the assets of an Obligor, the Guarantor or any Additional Guarantor, the rights of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors will not be affected or impaired by its omission to prove its claim in full or otherwise and it may prove such claim as it sees fit and may refrain from proving any claim in its sole discretion. Any amounts received by the Secured Creditors in connection with such proceedings will be applied on such part or parts of the monies payable from time to time on account of the Guaranteed Obligations as the Collateral Agent, in consultation with the other Secured Creditors shall in its absolute discretion see fit until all of the Guaranteed Obligations have been paid in full, and thereafter the Guarantor will be entitled to the balance, if any, of such amounts; all of which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may do without in any way affecting, relieving, limiting or lessening the Guarantor's liability to the Secured Creditors hereunder. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right of payment to the

claims of the Secured Creditors in any such proceedings, including, without limitation, making any filings that are required to preserve such a claim.

(d) The Guarantor acknowledges and agrees that it will not have any rights of subrogation or indemnification until after the Guaranteed Obligations have been indefeasibly paid in full. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right to the claims of the Secured Creditors in any bankruptcy proceedings.

(e) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors has no duty, obligation or liability whatsoever as a result of the assignment to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors of the Claims to protect, preserve or to ensure that the Claims do not become prescribed by statute or otherwise invalidated or rendered unenforceable.

(f) Nothing herein shall restrict the right of an Obligor to make any payments to the Guarantor expressly permitted under the Credit Agreement.

6. Amendments and Waivers

(a) The Guarantor authorizes the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, at any time and from time to time, without notice to the Guarantor and without affecting, relieving, limiting or lessening the liability of the Guarantor hereunder, to alter the terms of all or any part of the Guaranteed Obligations and any security and guarantees therefor including, without limitation, modification of principal amount, times for payment or rates of interest.

(b) The Guarantor hereby waives each of the following, to the fullest extent allowed by law:

(i) all statutes of limitations as a defence to any action brought by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors against the Guarantor;

(ii) any defence based upon:

A. the unenforceability or invalidity of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to take proper care of any security for the Guaranteed Obligations;

B. any act or omission of an Obligor or any other person that directly or indirectly results in the discharge or release of an Obligor or any other person or any of the Guaranteed Obligations or any security therefor; or

C. the Collateral Agent's, in consultation with the other Secured Creditors, present or future method of dealing with an Obligor or any other person;

(iii) any right (whether now or hereafter existing) to require the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, as a condition to the enforcement of this Guarantee:

A. to accelerate the Guaranteed Obligations or proceed and exhaust all recourse against an Obligor or any other person;

B. to realize on any security that it holds;

C. to marshall the assets of an Obligor, the Guarantor or any other person; or

D. to pursue any other remedy that the Guarantor may not be able to pursue itself and that might limit or reduce the Guarantor's burden;

(iv) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;

(v) all suretyship defences and rights of every nature otherwise available under Ontario law and the laws of any other jurisdiction; and

(vi) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of the Guarantor hereunder (other than by complete and indefeasible satisfaction of the Guaranteed Obligations).

(c) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may deal with an Obligor, the documents creating or evidencing the Guaranteed Obligations and the security now or hereafter held by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors (including without limitation, all modifications, extensions, replacements, amendments, renewals, restatements, supplements to such documents or security) as the Collateral Agent, in consultation with the other Secured Creditors, may see fit, without notice to the Guarantor and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may:

(i) grant time, renewals, extensions, indulgences, releases and discharges to an Obligor or any other person;

(ii) take new or additional security (including, without limitation, other guarantees) from an Obligor or any other person;

(iii) discharge or partially discharge any or all existing security;

(iv) elect not to take security from an Obligor or any other person or not to perfect security;

(v) cease or refrain from giving credit or making loans or advances to an Obligor;

(vi) accept partial payment or performance from an Obligor or any other person or otherwise waive compliance by an Obligor or any other person with the terms of any of the documents or security;

(vii) assign any such document or security to any person or persons in accordance with the Credit Agreement; or

(viii) apply all dividends, compositions and moneys at any time received from an Obligor or any other person or from the security upon such part of the Guaranteed Obligations.

No loss of or in respect of any securities received by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors from an Obligor or others, whether occasioned by the fault of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors or otherwise (other than as a result of gross negligence, fraud or wilful misconduct), shall in any way affect, relieve, limit or lessen the liability of the Guarantor hereunder.

(d) No term, condition or provision hereof or any right hereunder, or in respect thereof, shall be, or shall be deemed to have been, waived by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, except by express written waiver signed by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, all such waivers to extend only to the particular circumstances therein specified.

(e) Except as provided at law, no action or omission on the part of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors in exercising or failing to exercise its rights hereunder or in connection with or arising from the Guaranteed Obligations or any part thereof shall make the Collateral Agent or the other Secured Creditors liable to the Guarantor for any loss thereby occasioned to the Guarantor.

7. Demand and Notice

(a) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may make a demand in writing to the Guarantor at any time and from time to time following an Event of Default that is continuing, each such written demand to be accepted by the Guarantor as complete and satisfactory evidence of any default by an Obligor and the extent thereof, and of the obligations of the Guarantor to make a payment hereunder and the amount thereof. The Guarantor shall pay to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors such amount or amounts as are payable hereunder forthwith upon such written demand.

(b) Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party under this Guarantee shall be given and take effect in the manner provided for notices in the Credit Agreement.

8. No Representations

The Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to the Guarantor affecting the liability of the Guarantor under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may hereafter be held by or for the benefit of the Secured Creditors.

9. Further Assurances

The Guarantor will, from time to time at the request of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, make and do all such acts and things and execute and deliver all such instruments, agreements and documents as the Collateral Agent on its own behalf and on behalf of

the other Secured Creditors shall reasonably request by notice in writing given to the Guarantor in order to create, preserve, perfect, validate or otherwise protect the guarantee and security interests created hereunder, to enable the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to exercise and enforce any of its rights and remedies hereunder and generally to carry out the provisions and intentions of this Guarantee.

10. Severability

If any term, covenant, obligation or agreement contained in this Guarantee, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee or the application of such term, covenant, obligation or agreement to persons or circumstances other than those held to be invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

11. Paramountcy

In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Guarantee and of the Credit Agreement, the provisions of the Credit Agreement shall govern and be paramount, and any such provision in this Guarantee shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the Secured Creditors set out in this Guarantee or any part thereof which is not set out or provided for in the Credit Agreement, such additional right or remedy shall not constitute a conflict, inconsistency, ambiguity or difference.

12. Governing Law

This Guarantee shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Guarantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purpose of any legal or equitable suit, action or proceeding in connection with this Guarantee.

13. Judgment Currency

To the extent permitted by applicable law, if any judgment or order in respect of this Guarantee is rendered and expressed in a currency other than the currency (the "**Agreement Currency**") in which funds were originally advanced to an Obligor, the Collateral Agent after recovery in full of the aggregate amount to which the Collateral Agent and the other Secured Creditors are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Guarantor the amount of any shortfall in the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency and will refund promptly to the Guarantor any excess of the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency in all cases 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 Collateral Agent is able, 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 Collateral Agent. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Guarantor under this provision 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 this Guarantee.

14. The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

15. Binding Effect

This Guarantee shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns except that the Guarantor shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors.

16. Entire Agreement

Subject to Section 11, this Guarantee contains the entire agreement between the parties relating to the security interests granted in this Guarantee. Any modification of this Guarantee shall not be binding unless in writing and signed by the Collateral Agent and the Guarantor. There are no representations, warranties, covenants or acknowledgements affecting, or relied upon in connection with the entering into, this Guarantee or any secured property, other than as expressed in this Guarantee in writing.

17. Execution and Delivery

This Guarantee may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Guarantor acknowledges receiving a copy of this Guarantee, and further agrees that a photocopy or PDF copy of this Guarantee or of a financing statement is sufficient.

18. Miscellaneous

(a) Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing any gender will include the masculine, feminine, and neuter genders and any word importing a person will include a corporation, a partnership and any other entity.

(b) Time is and shall be in all respects of the essence hereof.

[*Signature Pages to follow*]

IN WITNESS OF WHICH the Guarantor has duly executed this Guarantee as of the first date written above.

GSC SOLAR LEASING LP, by its general partner, GSC SOLAR LEASING GP INC.

By:_____
Name: Jason Hibbard
Title: President

By:_____
Name:
Title:

ACKNOWLEDGED BY:

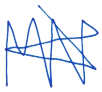
DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By:_____
Name: Annie Jaghatspanyan
Title: Vice President

By:_____
Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

This is Exhibit "S" 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

GUARANTEE AND INDEMNITY

TO: Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Collateral Agent**") for and on behalf of the Secured Creditors (as defined under the Credit Agreement) under the amended and restated credit agreement dated May 31, 2018, by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the "**Borrowers**") and the Secured Creditors (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

DATE: August 31, 2018

In consideration of the Secured Creditors making the Facilities available to the Borrowers pursuant to the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (together with its successors and permitted assigns, the "**Guarantor**") hereby agrees and covenants as follows:

1. Defined Terms

All capitalized terms not defined herein have the meaning given thereto in the Credit Agreement and:

"**Commodity Exchange Act**" means the *Commodity Exchange Act* (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Excluded Swap Obligation**" means, with respect to the Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of the Guarantor of, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security is or becomes illegal.

"**Guaranteed Obligations**" means the Obligations as such term is defined and used in the Credit Agreement, except for and excluding the Excluded Swap Obligations.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1(a)(47) of the Commodity Exchange Act.

2. Guarantee and Indemnity

(a) The Guarantor hereby unconditionally and irrevocably guarantees to the Collateral Agent on behalf of each of the Secured Creditors and their successors and assigns, due and punctual payment and performance to the Secured Creditors, upon demand following the occurrence of any Event of Default that is continuing, of the Guaranteed Obligations to the Secured Creditors or any one or more of them at any time and from time to time.

(b) In addition to the guarantee contained herein, the Guarantor hereby covenants and agrees to indemnify and save each of the Secured Creditors harmless from and against all costs, losses, expenses and damages ("**Losses**") it may suffer as a result of default of an Obligor in the performance of any of the Guaranteed Obligations, including without limitation, reasonable legal fees incurred by or on behalf of the Secured Creditors resulting from any action instituted on the basis of this Guarantee. For greater certainty, these Losses shall not include any losses suffered by any of the Secured Creditors due to its own gross negligence or wilful misconduct.

(c) In addition to the guarantee and indemnity contained herein, the Guarantor hereby covenants and agrees that the Guaranteed Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

3. Payment and Interest

(a) The Guarantor shall unconditionally render any payment or performance guaranteed hereunder, upon demand made in accordance with the terms hereof, if an Obligor fails or refuses to punctually make such payment or performance (the "**Obligor's Payment**").

(b) All payments by the Guarantor under this Guarantee shall be made free and clear of and without deduction or withholding for any and all Taxes, unless required by law, rule, regulation or the interpretation thereof by the relevant governmental authority. If the Guarantor is required by law, rule, regulation or the interpretation thereof by the relevant governmental authority to deduct or withhold any such Taxes, from or in respect of any amount payable under this Guarantee,

(i) the amount payable shall be increased by such additional amount as may be necessary so that after making all required deductions or withholdings, the relevant Secured Creditors, as applicable, receive a net amount equal to the full amount they would have received if no deduction or withholding had been made;

(ii) the Guarantor shall make such required deductions or withholdings;

(iii) the Guarantor shall pay the full amount deducted or withheld to the relevant taxation or other authority in accordance with Applicable Law; and

(iv) the Guarantor shall deliver to the relevant Secured Creditor, as applicable, as soon as practicable after it has made such payment to the applicable governmental authority (x) a copy of such receipt as is issued by such authority evidencing the deduction or withholding of all amounts required to be deducted or withheld from the amount payable hereunder or (y) if such a receipt is not available from such authority, notice of the payment of such amount deducted or withheld;

provided that the obligation of the Guarantor to pay additional amounts pursuant hereto shall not extend to Excluded Taxes.

(c) All amounts payable by the Guarantor in respect of an Obligor's Payment must be made in the same currency in which the original advance or other credit accommodation was made to an Obligor by the Secured Creditors.

(d) All amounts in respect of the Facilities demanded hereunder shall bear interest at a rate per annum equal to the interest rate from time to time applicable under the Credit Agreement from the time of demand until paid, both before and after default and judgment.

(e) Nothing but payment and satisfaction in cash in full of the Guaranteed Obligations will release the Guarantor from the Guarantor's obligations hereunder.

4. Continuing Obligation, Authority and Enforceability

(a) No document, proof or other action other than as specifically provided herein is necessary as a condition of the Guarantor honouring its obligations hereunder. This Guarantee is a continuing guarantee, covers all the Guaranteed Obligations, and applies to and secure any ultimate balance due or remaining unpaid to the Secured Creditors.

(b) This Guarantee will constitute a continuing guarantee regardless of:

(i) whether any other person or persons (an "**Additional Guarantor**") becomes in any other way responsible to the Secured Creditors for, or in respect of, the Guaranteed Obligations, or any part thereof;

(ii) whether any such Additional Guarantor ceases to be so liable; or

(iii) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest or of the Lien securing the Guaranteed Obligations, or the validity or enforceability of any of the Guaranteed Obligations.

This Guarantee shall not be determined or affected, or the rights of the Secured Creditors hereunder prejudiced, by the termination of any Guaranteed Obligations by operation of law or otherwise, other than to the extent of the indefeasible payment in cash of those Guaranteed Obligations to the Collateral Agent, including without limitation, the bankruptcy, insolvency, dissolution or liquidation of an Obligor, any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of an Obligor, with respect to transactions occurring either before or after such change. This Guarantee is to extend to the person or persons for the time being and from time to time carrying on the business now carried on by an Obligor, notwithstanding any reorganization of an Obligor or the Guarantor or the amalgamation of an Obligor or the Guarantor with one or more other entities (in this case, this Guarantee shall apply to the liabilities of the resulting entity and the term "Obligor" and "Guarantor", as applicable, shall include such resulting entity) or the sale or disposal of an Obligor's or the Guarantor's business in whole or in part to one or more other persons. The Guarantor hereby agrees that the manner in which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may now or hereafter deal with the Additional Guarantor shall have no effect whatsoever on the continuing liability of the Guarantor hereunder.

(c) By execution of this Guarantee, the Guarantor represents and warrants to the Secured Creditors that it has obtained all authorizations, consents and approvals necessary for the granting and performance of this Guarantee and that this Guarantee is enforceable against the Guarantor in accordance with its terms. The Secured Creditors shall not be concerned to see or inquire into the powers of an Obligor or any of its directors or other agents,

acting or purporting to act on its behalf, and all moneys, advances, renewals and credits actually borrowed or obtained from the Secured Creditors by an Obligor shall be deemed to form part of the Guaranteed Obligations notwithstanding any lack or limitation of status or power, incapacity of an Obligor or of the directors, or that an Obligor may not be a legal entity capable of being sued, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits, whether known to the Secured Creditors or not.

5. Postponement of Claims and Subrogation

(a) Other than payment expressly permitted to be made under the Credit Agreement, all debts and claims against an Obligor now or hereafter held by the Guarantor and all rights of subrogation of the Guarantor (all such debts, claims and rights being hereinafter referred to as the "**Claims**") shall be for the security of the Secured Creditors and, as between the Guarantor and the Secured Creditors, the same are hereby postponed to the repayment and performance of the Guaranteed Obligations. Until all of the Obligations shall have been satisfied in full, any money received by the Guarantor in respect of any such Claims shall be received by the Guarantor in trust for the Collateral Agent on its own behalf and on behalf of the other Secured Creditors and shall be paid forthwith to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be applied against, or held as security for, payment of the Guaranteed Obligations, all without prejudice to and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder.

(b) As security for and for the purpose of giving effect to the postponement of the Claims, the Guarantor hereby assigns, transfers and sets over and unto the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of the Claims and hereby irrevocably constitutes and appoints the officers from time to time of the Collateral Agent to be attorneys of the Guarantor in the name of and on behalf of the Guarantor to collect, and enforce or prove any such Claims, and for that purpose to execute and do in the name and on behalf of the Guarantor, all deeds, documents, transfers, assignments, assurances and things, and to commence and prosecute, at the election of and in the sole discretion of the Collateral Agent, in consultation with the other Secured Creditors, any or all proceedings which may appear to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be necessary in connection with the collection, enforcement or proving of any Claims.

(c) In the event of the bankruptcy, winding up or distribution of the assets of an Obligor, the Guarantor or any Additional Guarantor, the rights of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors will not be affected or impaired by its omission to prove its claim in full or otherwise and it may prove such claim as it sees fit and may refrain from proving any claim in its sole discretion. Any amounts received by the Secured Creditors in connection with such proceedings will be applied on such part or parts of the monies payable from time to time on account of the Guaranteed Obligations as the Collateral Agent, in consultation with the other Secured Creditors shall in its absolute discretion see fit until all of the Guaranteed Obligations have been paid in full, and thereafter the Guarantor will be entitled to the balance, if any, of such amounts; all of which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may do without in any way affecting, relieving, limiting or lessening the Guarantor's liability to the Secured Creditors hereunder. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right of payment to the

claims of the Secured Creditors in any such proceedings, including, without limitation, making any filings that are required to preserve such a claim.

(d) The Guarantor acknowledges and agrees that it will not have any rights of subrogation or indemnification until after the Guaranteed Obligations have been indefeasibly paid in full. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right to the claims of the Secured Creditors in any bankruptcy proceedings.

(e) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors has no duty, obligation or liability whatsoever as a result of the assignment to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors of the Claims to protect, preserve or to ensure that the Claims do not become prescribed by statute or otherwise invalidated or rendered unenforceable.

(f) Nothing herein shall restrict the right of an Obligor to make any payments to the Guarantor expressly permitted under the Credit Agreement.

6. Amendments and Waivers

(a) The Guarantor authorizes the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, at any time and from time to time, without notice to the Guarantor and without affecting, relieving, limiting or lessening the liability of the Guarantor hereunder, to alter the terms of all or any part of the Guaranteed Obligations and any security and guarantees therefor including, without limitation, modification of principal amount, times for payment or rates of interest.

(b) The Guarantor hereby waives each of the following, to the fullest extent allowed by law:

(i) all statutes of limitations as a defence to any action brought by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors against the Guarantor;

(ii) any defence based upon:

A. the unenforceability or invalidity of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to take proper care of any security for the Guaranteed Obligations;

B. any act or omission of an Obligor or any other person that directly or indirectly results in the discharge or release of an Obligor or any other person or any of the Guaranteed Obligations or any security therefor; or

C. the Collateral Agent's, in consultation with the other Secured Creditors, present or future method of dealing with an Obligor or any other person;

(iii) any right (whether now or hereafter existing) to require the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, as a condition to the enforcement of this Guarantee:

A. to accelerate the Guaranteed Obligations or proceed and exhaust all recourse against an Obligor or any other person;

B. to realize on any security that it holds;

C. to marshall the assets of an Obligor, the Guarantor or any other person; or

D. to pursue any other remedy that the Guarantor may not be able to pursue itself and that might limit or reduce the Guarantor's burden;

(iv) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;

(v) all suretyship defences and rights of every nature otherwise available under Ontario law and the laws of any other jurisdiction; and

(vi) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of the Guarantor hereunder (other than by complete and indefeasible satisfaction of the Guaranteed Obligations).

(c) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may deal with an Obligor, the documents creating or evidencing the Guaranteed Obligations and the security now or hereafter held by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors (including without limitation, all modifications, extensions, replacements, amendments, renewals, restatements, supplements to such documents or security) as the Collateral Agent, in consultation with the other Secured Creditors, may see fit, without notice to the Guarantor and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may:

(i) grant time, renewals, extensions, indulgences, releases and discharges to an Obligor or any other person;

(ii) take new or additional security (including, without limitation, other guarantees) from an Obligor or any other person;

(iii) discharge or partially discharge any or all existing security;

(iv) elect not to take security from an Obligor or any other person or not to perfect security;

(v) cease or refrain from giving credit or making loans or advances to an Obligor;

(vi) accept partial payment or performance from an Obligor or any other person or otherwise waive compliance by an Obligor or any other person with the terms of any of the documents or security;

(vii) assign any such document or security to any person or persons in accordance with the Credit Agreement; or

(viii) apply all dividends, compositions and moneys at any time received from an Obligor or any other person or from the security upon such part of the Guaranteed Obligations.

No loss of or in respect of any securities received by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors from an Obligor or others, whether occasioned by the fault of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors or otherwise (other than as a result of gross negligence, fraud or wilful misconduct), shall in any way affect, relieve, limit or lessen the liability of the Guarantor hereunder.

(d) No term, condition or provision hereof or any right hereunder, or in respect thereof, shall be, or shall be deemed to have been, waived by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, except by express written waiver signed by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, all such waivers to extend only to the particular circumstances therein specified.

(e) Except as provided at law, no action or omission on the part of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors in exercising or failing to exercise its rights hereunder or in connection with or arising from the Guaranteed Obligations or any part thereof shall make the Collateral Agent or the other Secured Creditors liable to the Guarantor for any loss thereby occasioned to the Guarantor.

7. Demand and Notice

(a) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may make a demand in writing to the Guarantor at any time and from time to time following an Event of Default that is continuing, each such written demand to be accepted by the Guarantor as complete and satisfactory evidence of any default by an Obligor and the extent thereof, and of the obligations of the Guarantor to make a payment hereunder and the amount thereof. The Guarantor shall pay to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors such amount or amounts as are payable hereunder forthwith upon such written demand.

(b) Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party under this Guarantee shall be given and take effect in the manner provided for notices in the Credit Agreement.

8. No Representations

The Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to the Guarantor affecting the liability of the Guarantor under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may hereafter be held by or for the benefit of the Secured Creditors.

9. Further Assurances

The Guarantor will, from time to time at the request of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, make and do all such acts and things and execute and deliver all such instruments, agreements and documents as the Collateral Agent on its own behalf and on behalf of

the other Secured Creditors shall reasonably request by notice in writing given to the Guarantor in order to create, preserve, perfect, validate or otherwise protect the guarantee and security interests created hereunder, to enable the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to exercise and enforce any of its rights and remedies hereunder and generally to carry out the provisions and intentions of this Guarantee.

10. Severability

If any term, covenant, obligation or agreement contained in this Guarantee, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee or the application of such term, covenant, obligation or agreement to persons or circumstances other than those held to be invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

11. Paramountcy

In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Guarantee and of the Credit Agreement, the provisions of the Credit Agreement shall govern and be paramount, and any such provision in this Guarantee shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the Secured Creditors set out in this Guarantee or any part thereof which is not set out or provided for in the Credit Agreement, such additional right or remedy shall not constitute a conflict, inconsistency, ambiguity or difference.

12. Governing Law

This Guarantee shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Guarantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purpose of any legal or equitable suit, action or proceeding in connection with this Guarantee.

13. Judgment Currency

To the extent permitted by applicable law, if any judgment or order in respect of this Guarantee is rendered and expressed in a currency other than the currency (the "**Agreement Currency**") in which funds were originally advanced to an Obligor, the Collateral Agent after recovery in full of the aggregate amount to which the Collateral Agent and the other Secured Creditors are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Guarantor the amount of any shortfall in the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency and will refund promptly to the Guarantor any excess of the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency in all cases 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 Collateral Agent is able, 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 Collateral Agent. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Guarantor under this provision 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 this Guarantee.

14. The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

15. Binding Effect

This Guarantee shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns except that the Guarantor shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors.

16. Entire Agreement

Subject to Section 11, this Guarantee contains the entire agreement between the parties relating to the security interests granted in this Guarantee. Any modification of this Guarantee shall not be binding unless in writing and signed by the Collateral Agent and the Guarantor. There are no representations, warranties, covenants or acknowledgements affecting, or relied upon in connection with the entering into, this Guarantee or any secured property, other than as expressed in this Guarantee in writing.

17. Execution and Delivery

This Guarantee may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Guarantor acknowledges receiving a copy of this Guarantee, and further agrees that a photocopy or PDF copy of this Guarantee or of a financing statement is sufficient.

18. Miscellaneous

(a) Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing any gender will include the masculine, feminine, and neuter genders and any word importing a person will include a corporation, a partnership and any other entity.

(b) Time is and shall be in all respects of the essence hereof.

[*Signature Pages to follow*]

IN WITNESS OF WHICH the Guarantor has duly executed this Guarantee as of the first date written above.

GSC SOLAR LEASING II LP, by its general partner, GSC SOLAR LEASING II GP INC.

By:_____
Name: Carlos Augusto Melendez Rodriguez
Title: Secretary

By:_____
Name: Ryan Ward
Title: Treasurer

ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By:_____
Name: James Briggs
Title: Vice President

By:_____
Name: Randy Kahn
Title: Vice President

This is Exhibit "T" 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

GUARANTEE AND INDEMNITY

TO: Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Collateral Agent**") for and on behalf of the Secured Creditors (as defined under the Credit Agreement) under the credit agreement dated as of the date hereof by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the "**Borrowers**") and the Secured Creditors (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

DATE: March 19, 2018

In consideration of the Secured Creditors making the Facilities available to the Borrowers pursuant to the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (together with its successors and permitted assigns, the "**Guarantor**") hereby agrees and covenants as follows:

1. Defined Terms

All capitalized terms not defined herein have the meaning given thereto in the Credit Agreement and:

"**Commodity Exchange Act**" means the *Commodity Exchange Act* (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Excluded Swap Obligation**" means, with respect to the Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of the Guarantor of, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security is or becomes illegal.

"**Guaranteed Obligations**" means the Obligations as such term is defined and used in the Credit Agreement, except for and excluding (i) the Excluded Swap Obligations and (ii) any obligations in relation to any MicroFIT Project.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1(a)(47) of the Commodity Exchange Act.

2. Guarantee and Indemnity

(a) The Guarantor hereby unconditionally and irrevocably guarantees to the Collateral Agent on behalf of each of the Secured Creditors and their successors and assigns, due and punctual payment and performance to the Secured Creditors, upon demand following the

occurrence of any Event of Default that is continuing, of the Guaranteed Obligations to the Secured Creditors or any one or more of them at any time and from time to time.

(b) In addition to the guarantee contained herein, the Guarantor hereby covenants and agrees to indemnify and save each of the Secured Creditors harmless from and against all costs, losses, expenses and damages ("**Losses**") it may suffer as a result of default of an Obligor in the performance of any of the Guaranteed Obligations, including without limitation, reasonable legal fees incurred by or on behalf of the Secured Creditors resulting from any action instituted on the basis of this Guarantee. For greater certainty, these Losses shall not include any losses suffered by any of the Secured Creditors due to its own gross negligence or wilful misconduct.

(c) In addition to the guarantee and indemnity contained herein, the Guarantor hereby covenants and agrees that the Guaranteed Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

3. Payment and Interest

(a) The Guarantor shall unconditionally render any payment or performance guaranteed hereunder, upon demand made in accordance with the terms hereof, if an Obligor fails or refuses to punctually make such payment or performance (the "**Obligor's Payment**").

(b) All payments by the Guarantor under this Guarantee shall be made free and clear of and without deduction or withholding for any and all Taxes, unless required by law, rule, regulation or the interpretation thereof by the relevant governmental authority. If the Guarantor is required by law, rule, regulation or the interpretation thereof by the relevant governmental authority to deduct or withhold any such Taxes, from or in respect of any amount payable under this Guarantee,

(i) the amount payable shall be increased by such additional amount as may be necessary so that after making all required deductions or withholdings, the relevant Secured Creditors, as applicable, receive a net amount equal to the full amount they would have received if no deduction or withholding had been made;

(ii) the Guarantor shall make such required deductions or withholdings;

(iii) the Guarantor shall pay the full amount deducted or withheld to the relevant taxation or other authority in accordance with Applicable Law; and

(iv) the Guarantor shall deliver to the relevant Secured Creditor, as applicable, as soon as practicable after it has made such payment to the applicable governmental authority (x) a copy of such receipt as is issued by such authority evidencing the deduction or withholding of all amounts required to be deducted or withheld from the amount payable hereunder or (y) if such a receipt is not available from such authority, notice of the payment of such amount deducted or withheld;

provided that the obligation of the Guarantor to pay additional amounts pursuant hereto shall not extend to Excluded Taxes.

(c) All amounts payable by the Guarantor in respect of an Obligor's Payment must be made in the same currency in which the original advance or other credit accommodation was made to an Obligor by the Secured Creditors.

(d) All amounts in respect of the Facilities demanded hereunder shall bear interest at a rate per annum equal to the interest rate from time to time applicable under the Credit Agreement from the time of demand until paid, both before and after default and judgment.

(e) Nothing but payment and satisfaction in cash in full of the Guaranteed Obligations will release the Guarantor from the Guarantor's obligations hereunder.

4. Continuing Obligation, Authority and Enforceability

(a) No document, proof or other action other than as specifically provided herein is necessary as a condition of the Guarantor honouring its obligations hereunder. This Guarantee is a continuing guarantee, covers all the Guaranteed Obligations, and applies to and secure any ultimate balance due or remaining unpaid to the Secured Creditors.

(b) This Guarantee will constitute a continuing guarantee regardless of:

(i) whether any other person or persons (an "**Additional Guarantor**") becomes in any other way responsible to the Secured Creditors for, or in respect of, the Guaranteed Obligations, or any part thereof;

(ii) whether any such Additional Guarantor ceases to be so liable; or

(iii) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest or of the Lien securing the Guaranteed Obligations, or the validity or enforceability of any of the Guaranteed Obligations.

This Guarantee shall not be determined or affected, or the rights of the Secured Creditors hereunder prejudiced, by the termination of any Guaranteed Obligations by operation of law or otherwise, other than to the extent of the indefeasible payment in cash of those Guaranteed Obligations to the Collateral Agent, including without limitation, the bankruptcy, insolvency, dissolution or liquidation of an Obligor, any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of an Obligor, with respect to transactions occurring either before or after such change. This Guarantee is to extend to the person or persons for the time being and from time to time carrying on the business now carried on by an Obligor, notwithstanding any reorganization of an Obligor or the Guarantor or the amalgamation of an Obligor or the Guarantor with one or more other entities (in this case, this Guarantee shall apply to the liabilities of the resulting entity and the term "Obligor" and "Guarantor", as applicable, shall include such resulting entity) or the sale or disposal of an Obligor's or the Guarantor's business in whole or in part to one or more other persons. The Guarantor hereby agrees that the manner in which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may now or hereafter deal with the Additional Guarantor shall have no effect whatsoever on the continuing liability of the Guarantor hereunder.

(c) By execution of this Guarantee, the Guarantor represents and warrants to the Secured Creditors that it has obtained all authorizations, consents and approvals necessary for the granting and performance of this Guarantee and that this Guarantee is enforceable against the Guarantor in accordance with its terms. The Secured Creditors shall not be concerned to see or inquire into the powers of an Obligor or any of its directors or other agents, acting or purporting to act on its behalf, and all moneys, advances, renewals and credits actually borrowed or obtained from the Secured Creditors by an Obligor shall be deemed to form part of the Guaranteed Obligations notwithstanding any lack or limitation of status or power, incapacity of an Obligor or of the directors, or that an Obligor may not be a legal entity capable of being sued, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits, whether known to the Secured Creditors or not.

5. Postponement of Claims and Subrogation

(a) Other than payment expressly permitted to be made under the Credit Agreement, all debts and claims against an Obligor now or hereafter held by the Guarantor and all rights of subrogation of the Guarantor (all such debts, claims and rights being hereinafter referred to as the "**Claims**") shall be for the security of the Secured Creditors and, as between the Guarantor and the Secured Creditors, the same are hereby postponed to the repayment and performance of the Guaranteed Obligations. Until all of the Obligations shall have been satisfied in full, any money received by the Guarantor in respect of any such Claims shall be received by the Guarantor in trust for the Collateral Agent on its own behalf and on behalf of the other Secured Creditors and shall be paid forthwith to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be applied against, or held as security for, payment of the Guaranteed Obligations, all without prejudice to and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder.

(b) As security for and for the purpose of giving effect to the postponement of the Claims, the Guarantor hereby assigns, transfers and sets over and unto the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of the Claims and hereby irrevocably constitutes and appoints the officers from time to time of the Collateral Agent to be attorneys of the Guarantor in the name of and on behalf of the Guarantor to collect, and enforce or prove any such Claims, and for that purpose to execute and do in the name and on behalf of the Guarantor, all deeds, documents, transfers, assignments, assurances and things, and to commence and prosecute, at the election of and in the sole discretion of the Collateral Agent, in consultation with the other Secured Creditors, any or all proceedings which may appear to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be necessary in connection with the collection, enforcement or proving of any Claims.

(c) In the event of the bankruptcy, winding up or distribution of the assets of an Obligor, the Guarantor or any Additional Guarantor, the rights of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors will not be affected or impaired by its omission to prove its claim in full or otherwise and it may prove such claim as it sees fit and may refrain from proving any claim in its sole discretion. Any amounts received by the Secured Creditors in connection with such proceedings will be applied on such part or parts of the monies payable from time to time on account of the Guaranteed Obligations as the Collateral Agent, in consultation with the other Secured Creditors shall in its absolute discretion see fit until all of the Guaranteed Obligations have been paid in full,

and thereafter the Guarantor will be entitled to the balance, if any, of such amounts; all of which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may do without in any way affecting, relieving, limiting or lessening the Guarantor's liability to the Secured Creditors hereunder. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right of payment to the claims of the Secured Creditors in any such proceedings, including, without limitation, making any filings that are required to preserve such a claim.

(d) The Guarantor acknowledges and agrees that it will not have any rights of subrogation or indemnification until after the Guaranteed Obligations have been indefeasibly paid in full. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right to the claims of the Secured Creditors in any bankruptcy proceedings.

(e) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors has no duty, obligation or liability whatsoever as a result of the assignment to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors of the Claims to protect, preserve or to ensure that the Claims do not become prescribed by statute or otherwise invalidated or rendered unenforceable.

(f) Nothing herein shall restrict the right of an Obligor to make any payments to the Guarantor expressly permitted under the Credit Agreement.

6. Amendments and Waivers

(a) The Guarantor authorizes the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, at any time and from time to time, without notice to the Guarantor and without affecting, relieving, limiting or lessening the liability of the Guarantor hereunder, to alter the terms of all or any part of the Guaranteed Obligations and any security and guarantees therefor including, without limitation, modification of principal amount, times for payment or rates of interest.

(b) The Guarantor hereby waives each of the following, to the fullest extent allowed by law:

(i) all statutes of limitations as a defence to any action brought by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors against the Guarantor;

(ii) any defence based upon:

A. the unenforceability or invalidity of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to take proper care of any security for the Guaranteed Obligations;

B. any act or omission of an Obligor or any other person that directly or indirectly results in the discharge or release of an Obligor or any other person or any of the Guaranteed Obligations or any security therefor; or

C. the Collateral Agent's, in consultation with the other Secured Creditors, present or future method of dealing with an Obligor or any other person;

(iii) any right (whether now or hereafter existing) to require the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, as a condition to the enforcement of this Guarantee:

A. to accelerate the Guaranteed Obligations or proceed and exhaust all recourse against an Obligor or any other person;

B. to realize on any security that it holds;

C. to marshall the assets of an Obligor, the Guarantor or any other person; or

D. to pursue any other remedy that the Guarantor may not be able to pursue itself and that might limit or reduce the Guarantor's burden;

(iv) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;

(v) all suretyship defences and rights of every nature otherwise available under Ontario law and the laws of any other jurisdiction; and

(vi) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of the Guarantor hereunder (other than by complete and indefeasible satisfaction of the Guaranteed Obligations).

(c) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may deal with an Obligor, the documents creating or evidencing the Guaranteed Obligations and the security now or hereafter held by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors (including without limitation, all modifications, extensions, replacements, amendments, renewals, restatements, supplements to such documents or security) as the Collateral Agent, in consultation with the other Secured Creditors, may see fit, without notice to the Guarantor and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may:

(i) grant time, renewals, extensions, indulgences, releases and discharges to an Obligor or any other person;

(ii) take new or additional security (including, without limitation, other guarantees) from an Obligor or any other person;

(iii) discharge or partially discharge any or all existing security;

(iv) elect not to take security from an Obligor or any other person or not to perfect security;

(v) cease or refrain from giving credit or making loans or advances to an Obligor;

(vi) accept partial payment or performance from an Obligor or any other person or otherwise waive compliance by an Obligor or any other person with the terms of any of the documents or security;

(vii) assign any such document or security to any person or persons in accordance with the Credit Agreement; or

(viii) apply all dividends, compositions and moneys at any time received from an Obligor or any other person or from the security upon such part of the Guaranteed Obligations.

No loss of or in respect of any securities received by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors from an Obligor or others, whether occasioned by the fault of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors or otherwise (other than as a result of gross negligence, fraud or wilful misconduct), shall in any way affect, relieve, limit or lessen the liability of the Guarantor hereunder.

(d) No term, condition or provision hereof or any right hereunder, or in respect thereof, shall be, or shall be deemed to have been, waived by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, except by express written waiver signed by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, all such waivers to extend only to the particular circumstances therein specified.

(e) Except as provided at law, no action or omission on the part of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors in exercising or failing to exercise its rights hereunder or in connection with or arising from the Guaranteed Obligations or any part thereof shall make the Collateral Agent or the other Secured Creditors liable to the Guarantor for any loss thereby occasioned to the Guarantor.

7. Demand and Notice

(a) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may make a demand in writing to the Guarantor at any time and from time to time following an Event of Default that is continuing, each such written demand to be accepted by the Guarantor as complete and satisfactory evidence of any default by an Obligor and the extent thereof, and of the obligations of the Guarantor to make a payment hereunder and the amount thereof. The Guarantor shall pay to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors such amount or amounts as are payable hereunder forthwith upon such written demand.

(b) Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party under this Guarantee shall be given and take effect in the manner provided for notices in the Credit Agreement.

8. No Representations

The Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to the Guarantor affecting the liability of the Guarantor under this Guarantee save as may be specifically embodied herein and agrees that this

Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may hereafter be held by or for the benefit of the Secured Creditors.

9. Further Assurances

The Guarantor will, from time to time at the request of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, make and do all such acts and things and execute and deliver all such instruments, agreements and documents as the Collateral Agent on its own behalf and on behalf of the other Secured Creditors shall reasonably request by notice in writing given to the Guarantor in order to create, preserve, perfect, validate or otherwise protect the guarantee and security interests created hereunder, to enable the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to exercise and enforce any of its rights and remedies hereunder and generally to carry out the provisions and intentions of this Guarantee.

10. Severability

If any term, covenant, obligation or agreement contained in this Guarantee, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee or the application of such term, covenant, obligation or agreement to persons or circumstances other than those held to be invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

11. Paramountcy

In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Guarantee and of the Credit Agreement, the provisions of the Credit Agreement shall govern and be paramount, and any such provision in this Guarantee shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the Secured Creditors set out in this Guarantee or any part thereof which is not set out or provided for in the Credit Agreement, such additional right or remedy shall not constitute a conflict, inconsistency, ambiguity or difference.

12. Governing Law

This Guarantee shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Guarantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purpose of any legal or equitable suit, action or proceeding in connection with this Guarantee.

13. Judgment Currency

To the extent permitted by applicable law, if any judgment or order in respect of this Guarantee is rendered and expressed in a currency other than the currency (the "**Agreement Currency**") in which funds were originally advanced to an Obligor, the Collateral Agent after recovery in full of the aggregate amount to which the Collateral Agent and the other Secured Creditors are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Guarantor the amount of any shortfall in the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency and will refund promptly to the Guarantor any excess of the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency in all cases 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 Collateral Agent is able, 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 Collateral Agent. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Guarantor under this provision 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 this Guarantee.

14. The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

15. Binding Effect

This Guarantee shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns except that the Guarantor shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors.

16. Entire Agreement

Subject to Section 11, this Guarantee contains the entire agreement between the parties relating to the security interests granted in this Guarantee. Any modification of this Guarantee shall not be binding unless in writing and signed by the Collateral Agent and the Guarantor. There are no representations, warranties, covenants or acknowledgements affecting, or relied upon in connection with the entering into, this Guarantee or any secured property, other than as expressed in this Guarantee in writing.

17. Execution and Delivery

This Guarantee may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Guarantor acknowledges receiving a copy of this Guarantee, and further agrees that a photocopy or PDF copy of this Guarantee or of a financing statement is sufficient.

18. Miscellaneous

(a) Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing any gender will include the masculine, feminine, and neuter genders and any word importing a person will include a corporation, a partnership and any other entity.

(b) Time is and shall be in all respects of the essence hereof.

[*Signature Pages to follow*]

IN WITNESS OF WHICH the Guarantor has duly executed this Guarantee as of the first date written above.

GSC SOLAR LEASING GP INC.

By: _____
Name: Jason Hibbard
Title: President

By: _____
Name:
Title:

ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent
By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name: Annie Jaghatspanyan
Title: Vice President

By: _____
Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

This is Exhibit "U" 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

GUARANTEE AND INDEMNITY

TO: Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Collateral Agent**") for and on behalf of the Secured Creditors (as defined under the Credit Agreement) under the amended and restated credit agreement dated May 31, 2018, by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the "**Borrowers**") and the Secured Creditors (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

DATE: August 31, 2018

In consideration of the Secured Creditors making the Facilities available to the Borrowers pursuant to the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (together with its successors and permitted assigns, the "**Guarantor**") hereby agrees and covenants as follows:

1. Defined Terms

All capitalized terms not defined herein have the meaning given thereto in the Credit Agreement and:

"**Commodity Exchange Act**" means the *Commodity Exchange Act* (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Excluded Swap Obligation**" means, with respect to the Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of the Guarantor of, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security is or becomes illegal.

"**Guaranteed Obligations**" means the Obligations as such term is defined and used in the Credit Agreement, except for and excluding the Excluded Swap Obligations.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1(a)(47) of the Commodity Exchange Act.

2. Guarantee and Indemnity

(a) The Guarantor hereby unconditionally and irrevocably guarantees to the Collateral Agent on behalf of each of the Secured Creditors and their successors and assigns, due and punctual payment and performance to the Secured Creditors, upon demand following the occurrence of any Event of Default that is continuing, of the Guaranteed Obligations to the Secured Creditors or any one or more of them at any time and from time to time.

(b) In addition to the guarantee contained herein, the Guarantor hereby covenants and agrees to indemnify and save each of the Secured Creditors harmless from and against all costs, losses, expenses and damages ("**Losses**") it may suffer as a result of default of an Obligor in the performance of any of the Guaranteed Obligations, including without limitation, reasonable legal fees incurred by or on behalf of the Secured Creditors resulting from any action instituted on the basis of this Guarantee. For greater certainty, these Losses shall not include any losses suffered by any of the Secured Creditors due to its own gross negligence or wilful misconduct.

(c) In addition to the guarantee and indemnity contained herein, the Guarantor hereby covenants and agrees that the Guaranteed Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

3. Payment and Interest

(a) The Guarantor shall unconditionally render any payment or performance guaranteed hereunder, upon demand made in accordance with the terms hereof, if an Obligor fails or refuses to punctually make such payment or performance (the "**Obligor's Payment**").

(b) All payments by the Guarantor under this Guarantee shall be made free and clear of and without deduction or withholding for any and all Taxes, unless required by law, rule, regulation or the interpretation thereof by the relevant governmental authority. If the Guarantor is required by law, rule, regulation or the interpretation thereof by the relevant governmental authority to deduct or withhold any such Taxes, from or in respect of any amount payable under this Guarantee,

(i) the amount payable shall be increased by such additional amount as may be necessary so that after making all required deductions or withholdings, the relevant Secured Creditors, as applicable, receive a net amount equal to the full amount they would have received if no deduction or withholding had been made;

(ii) the Guarantor shall make such required deductions or withholdings;

(iii) the Guarantor shall pay the full amount deducted or withheld to the relevant taxation or other authority in accordance with Applicable Law; and

(iv) the Guarantor shall deliver to the relevant Secured Creditor, as applicable, as soon as practicable after it has made such payment to the applicable governmental authority (x) a copy of such receipt as is issued by such authority evidencing the deduction or withholding of all amounts required to be deducted or withheld from the amount payable hereunder or (y) if such a receipt is not available from such authority, notice of the payment of such amount deducted or withheld;

provided that the obligation of the Guarantor to pay additional amounts pursuant hereto shall not extend to Excluded Taxes.

(c) All amounts payable by the Guarantor in respect of an Obligor's Payment must be made in the same currency in which the original advance or other credit accommodation was made to an Obligor by the Secured Creditors.

(d) All amounts in respect of the Facilities demanded hereunder shall bear interest at a rate per annum equal to the interest rate from time to time applicable under the Credit Agreement from the time of demand until paid, both before and after default and judgment.

(e) Nothing but payment and satisfaction in cash in full of the Guaranteed Obligations will release the Guarantor from the Guarantor's obligations hereunder.

4. Continuing Obligation, Authority and Enforceability

(a) No document, proof or other action other than as specifically provided herein is necessary as a condition of the Guarantor honouring its obligations hereunder. This Guarantee is a continuing guarantee, covers all the Guaranteed Obligations, and applies to and secure any ultimate balance due or remaining unpaid to the Secured Creditors.

(b) This Guarantee will constitute a continuing guarantee regardless of:

(i) whether any other person or persons (an "**Additional Guarantor**") becomes in any other way responsible to the Secured Creditors for, or in respect of, the Guaranteed Obligations, or any part thereof;

(ii) whether any such Additional Guarantor ceases to be so liable; or

(iii) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest or of the Lien securing the Guaranteed Obligations, or the validity or enforceability of any of the Guaranteed Obligations.

This Guarantee shall not be determined or affected, or the rights of the Secured Creditors hereunder prejudiced, by the termination of any Guaranteed Obligations by operation of law or otherwise, other than to the extent of the indefeasible payment in cash of those Guaranteed Obligations to the Collateral Agent, including without limitation, the bankruptcy, insolvency, dissolution or liquidation of an Obligor, any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of an Obligor, with respect to transactions occurring either before or after such change. This Guarantee is to extend to the person or persons for the time being and from time to time carrying on the business now carried on by an Obligor, notwithstanding any reorganization of an Obligor or the Guarantor or the amalgamation of an Obligor or the Guarantor with one or more other entities (in this case, this Guarantee shall apply to the liabilities of the resulting entity and the term "Obligor" and "Guarantor", as applicable, shall include such resulting entity) or the sale or disposal of an Obligor's or the Guarantor's business in whole or in part to one or more other persons. The Guarantor hereby agrees that the manner in which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may now or hereafter deal with the Additional Guarantor shall have no effect whatsoever on the continuing liability of the Guarantor hereunder.

(c) By execution of this Guarantee, the Guarantor represents and warrants to the Secured Creditors that it has obtained all authorizations, consents and approvals necessary for the granting and performance of this Guarantee and that this Guarantee is enforceable against the Guarantor in accordance with its terms. The Secured Creditors shall not be concerned to see or inquire into the powers of an Obligor or any of its directors or other agents,

acting or purporting to act on its behalf, and all moneys, advances, renewals and credits actually borrowed or obtained from the Secured Creditors by an Obligor shall be deemed to form part of the Guaranteed Obligations notwithstanding any lack or limitation of status or power, incapacity of an Obligor or of the directors, or that an Obligor may not be a legal entity capable of being sued, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits, whether known to the Secured Creditors or not.

5. Postponement of Claims and Subrogation

(a) Other than payment expressly permitted to be made under the Credit Agreement, all debts and claims against an Obligor now or hereafter held by the Guarantor and all rights of subrogation of the Guarantor (all such debts, claims and rights being hereinafter referred to as the "**Claims**") shall be for the security of the Secured Creditors and, as between the Guarantor and the Secured Creditors, the same are hereby postponed to the repayment and performance of the Guaranteed Obligations. Until all of the Obligations shall have been satisfied in full, any money received by the Guarantor in respect of any such Claims shall be received by the Guarantor in trust for the Collateral Agent on its own behalf and on behalf of the other Secured Creditors and shall be paid forthwith to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be applied against, or held as security for, payment of the Guaranteed Obligations, all without prejudice to and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder.

(b) As security for and for the purpose of giving effect to the postponement of the Claims, the Guarantor hereby assigns, transfers and sets over and unto the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of the Claims and hereby irrevocably constitutes and appoints the officers from time to time of the Collateral Agent to be attorneys of the Guarantor in the name of and on behalf of the Guarantor to collect, and enforce or prove any such Claims, and for that purpose to execute and do in the name and on behalf of the Guarantor, all deeds, documents, transfers, assignments, assurances and things, and to commence and prosecute, at the election of and in the sole discretion of the Collateral Agent, in consultation with the other Secured Creditors, any or all proceedings which may appear to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be necessary in connection with the collection, enforcement or proving of any Claims.

(c) In the event of the bankruptcy, winding up or distribution of the assets of an Obligor, the Guarantor or any Additional Guarantor, the rights of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors will not be affected or impaired by its omission to prove its claim in full or otherwise and it may prove such claim as it sees fit and may refrain from proving any claim in its sole discretion. Any amounts received by the Secured Creditors in connection with such proceedings will be applied on such part or parts of the monies payable from time to time on account of the Guaranteed Obligations as the Collateral Agent, in consultation with the other Secured Creditors shall in its absolute discretion see fit until all of the Guaranteed Obligations have been paid in full, and thereafter the Guarantor will be entitled to the balance, if any, of such amounts; all of which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may do without in any way affecting, relieving, limiting or lessening the Guarantor's liability to the Secured Creditors hereunder. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right of payment to the

claims of the Secured Creditors in any such proceedings, including, without limitation, making any filings that are required to preserve such a claim.

(d) The Guarantor acknowledges and agrees that it will not have any rights of subrogation or indemnification until after the Guaranteed Obligations have been indefeasibly paid in full. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right to the claims of the Secured Creditors in any bankruptcy proceedings.

(e) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors has no duty, obligation or liability whatsoever as a result of the assignment to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors of the Claims to protect, preserve or to ensure that the Claims do not become prescribed by statute or otherwise invalidated or rendered unenforceable.

(f) Nothing herein shall restrict the right of an Obligor to make any payments to the Guarantor expressly permitted under the Credit Agreement.

6. Amendments and Waivers

(a) The Guarantor authorizes the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, at any time and from time to time, without notice to the Guarantor and without affecting, relieving, limiting or lessening the liability of the Guarantor hereunder, to alter the terms of all or any part of the Guaranteed Obligations and any security and guarantees therefor including, without limitation, modification of principal amount, times for payment or rates of interest.

(b) The Guarantor hereby waives each of the following, to the fullest extent allowed by law:

(i) all statutes of limitations as a defence to any action brought by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors against the Guarantor;

(ii) any defence based upon:

A. the unenforceability or invalidity of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to take proper care of any security for the Guaranteed Obligations;

B. any act or omission of an Obligor or any other person that directly or indirectly results in the discharge or release of an Obligor or any other person or any of the Guaranteed Obligations or any security therefor; or

C. the Collateral Agent's, in consultation with the other Secured Creditors, present or future method of dealing with an Obligor or any other person;

(iii) any right (whether now or hereafter existing) to require the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, as a condition to the enforcement of this Guarantee:

A. to accelerate the Guaranteed Obligations or proceed and exhaust all recourse against an Obligor or any other person;

B. to realize on any security that it holds;

C. to marshall the assets of an Obligor, the Guarantor or any other person; or

D. to pursue any other remedy that the Guarantor may not be able to pursue itself and that might limit or reduce the Guarantor's burden;

(iv) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;

(v) all suretyship defences and rights of every nature otherwise available under Ontario law and the laws of any other jurisdiction; and

(vi) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of the Guarantor hereunder (other than by complete and indefeasible satisfaction of the Guaranteed Obligations).

(c) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may deal with an Obligor, the documents creating or evidencing the Guaranteed Obligations and the security now or hereafter held by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors (including without limitation, all modifications, extensions, replacements, amendments, renewals, restatements, supplements to such documents or security) as the Collateral Agent, in consultation with the other Secured Creditors, may see fit, without notice to the Guarantor and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may:

(i) grant time, renewals, extensions, indulgences, releases and discharges to an Obligor or any other person;

(ii) take new or additional security (including, without limitation, other guarantees) from an Obligor or any other person;

(iii) discharge or partially discharge any or all existing security;

(iv) elect not to take security from an Obligor or any other person or not to perfect security;

(v) cease or refrain from giving credit or making loans or advances to an Obligor;

(vi) accept partial payment or performance from an Obligor or any other person or otherwise waive compliance by an Obligor or any other person with the terms of any of the documents or security;

(vii) assign any such document or security to any person or persons in accordance with the Credit Agreement; or

(viii) apply all dividends, compositions and moneys at any time received from an Obligor or any other person or from the security upon such part of the Guaranteed Obligations.

No loss of or in respect of any securities received by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors from an Obligor or others, whether occasioned by the fault of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors or otherwise (other than as a result of gross negligence, fraud or wilful misconduct), shall in any way affect, relieve, limit or lessen the liability of the Guarantor hereunder.

(d) No term, condition or provision hereof or any right hereunder, or in respect thereof, shall be, or shall be deemed to have been, waived by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, except by express written waiver signed by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, all such waivers to extend only to the particular circumstances therein specified.

(e) Except as provided at law, no action or omission on the part of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors in exercising or failing to exercise its rights hereunder or in connection with or arising from the Guaranteed Obligations or any part thereof shall make the Collateral Agent or the other Secured Creditors liable to the Guarantor for any loss thereby occasioned to the Guarantor.

7. Demand and Notice

(a) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may make a demand in writing to the Guarantor at any time and from time to time following an Event of Default that is continuing, each such written demand to be accepted by the Guarantor as complete and satisfactory evidence of any default by an Obligor and the extent thereof, and of the obligations of the Guarantor to make a payment hereunder and the amount thereof. The Guarantor shall pay to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors such amount or amounts as are payable hereunder forthwith upon such written demand.

(b) Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party under this Guarantee shall be given and take effect in the manner provided for notices in the Credit Agreement.

8. No Representations

The Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to the Guarantor affecting the liability of the Guarantor under this Guarantee save as may be specifically embodied herein and agrees that this Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may hereafter be held by or for the benefit of the Secured Creditors.

9. Further Assurances

The Guarantor will, from time to time at the request of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, make and do all such acts and things and execute and deliver all such instruments, agreements and documents as the Collateral Agent on its own behalf and on behalf of

the other Secured Creditors shall reasonably request by notice in writing given to the Guarantor in order to create, preserve, perfect, validate or otherwise protect the guarantee and security interests created hereunder, to enable the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to exercise and enforce any of its rights and remedies hereunder and generally to carry out the provisions and intentions of this Guarantee.

10. Severability

If any term, covenant, obligation or agreement contained in this Guarantee, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee or the application of such term, covenant, obligation or agreement to persons or circumstances other than those held to be invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

11. Paramountcy

In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Guarantee and of the Credit Agreement, the provisions of the Credit Agreement shall govern and be paramount, and any such provision in this Guarantee shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the Secured Creditors set out in this Guarantee or any part thereof which is not set out or provided for in the Credit Agreement, such additional right or remedy shall not constitute a conflict, inconsistency, ambiguity or difference.

12. Governing Law

This Guarantee shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Guarantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purpose of any legal or equitable suit, action or proceeding in connection with this Guarantee.

13. Judgment Currency

To the extent permitted by applicable law, if any judgment or order in respect of this Guarantee is rendered and expressed in a currency other than the currency (the "**Agreement Currency**") in which funds were originally advanced to an Obligor, the Collateral Agent after recovery in full of the aggregate amount to which the Collateral Agent and the other Secured Creditors are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Guarantor the amount of any shortfall in the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency and will refund promptly to the Guarantor any excess of the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency in all cases 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 Collateral Agent is able, 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 Collateral Agent. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Guarantor under this provision 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 this Guarantee.

14. The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

15. Binding Effect

This Guarantee shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns except that the Guarantor shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors.

16. Entire Agreement

Subject to Section 11, this Guarantee contains the entire agreement between the parties relating to the security interests granted in this Guarantee. Any modification of this Guarantee shall not be binding unless in writing and signed by the Collateral Agent and the Guarantor. There are no representations, warranties, covenants or acknowledgements affecting, or relied upon in connection with the entering into, this Guarantee or any secured property, other than as expressed in this Guarantee in writing.

17. Execution and Delivery

This Guarantee may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Guarantor acknowledges receiving a copy of this Guarantee, and further agrees that a photocopy or PDF copy of this Guarantee or of a financing statement is sufficient.

18. Miscellaneous

(a) Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing any gender will include the masculine, feminine, and neuter genders and any word importing a person will include a corporation, a partnership and any other entity.

(b) Time is and shall be in all respects of the essence hereof.

[*Signature Pages to follow*]

IN WITNESS OF WHICH the Guarantor has duly executed this Guarantee as of the first date written above.

GSC SOLAR LEASING II GP INC.

By:_____
Name: Carlos Augusto Melendez Rodriguez
Title: Secretary

By:_____
_ Name: Ryan Ward
Title: Treasurer

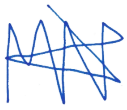
ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: _____
Name: James Briggs
Title: Vice President

By: _____
Name: Randy Kahn
Title: Vice President

This is Exhibit "V" 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

GENERAL SECURITY AGREEMENT

TO: Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

GRANTED BY: GSC Solar Fund I LP (together with its successors and permitted assigns, the "**Debtor**"), by its general partner, GSC Solar Fund I GP Inc.

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become from time to time lenders pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to make available to the Debtor certain credit facilities upon the terms and conditions contained therein.

B. The Debtor is required to enter into this Agreement, among others, as security for its Obligations to the Secured Creditors.

C. The security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

The parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

The terms "Accessions", "Account", "Account Debtor", "Chattel Paper", "Document of Title", "Equipment", "financing change statement", "financing statement", "Futures Account", "Futures Contract", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", and "Proceeds" whenever used herein have the meanings given to those terms in the PPSA.

The terms "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the STA.

1.2 Definitions

Wherever used in this Agreement, capitalized terms not otherwise defined have the meanings given to them in the Credit Agreement. The following words and terms have the meanings set out below:

"**Agreement**" means this general security agreement, including all schedules, and all amendments or restatements as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Collateral**" has the meaning specified in Section 2.1.

"**Contracts**" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person which does not constitute Investment Property, whether written or unwritten, to which the Debtor is now or subsequently a party or has a benefit, right, or in which the Debtor now has or subsequently acquires an interest.

"**Control Agreement**" means any present or future agreement or agreements entered into by the Debtor, the Collateral Agent and the applicable issuer, securities intermediary or futures intermediary, whereby the parties intend for the Collateral Agent to obtain control (as provided for in the STA) of Investment Property.

"**Credit Agreement**" has the meaning specified in the recitals.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Pledged Securities means:

(a) in the case of Pledged Securities constituting certificated securities, transfer thereof to the Collateral Agent or its nominee by physical delivery of the security certificates to the Collateral Agent or its nominee, such Pledged Securities to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Collateral Agent;

(b) in the case of Pledged Securities constituting uncertificated securities, (A) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, registration thereof on the books and records of the issuer thereof in the name of the Collateral Agent or its nominee;

(c) in the case of Pledged Securities constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (A) the execution and delivery by the relevant securities intermediary of an effective Blocked Accounts Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, completion of all actions necessary to constitute the Collateral Agent or its nominee the entitlement holder with respect to each such security entitlement; and

in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Pledged Securities in favour of the Collateral Agent or its nominee.

"**Financial Close**" means the date on which the conditions set out in Section 5.1 of the Credit Agreement have been satisfied or waived to the satisfaction of all of the Lenders.

"**Intellectual Property Rights**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, inventions, know-how and other intellectual property rights, whether registered or unregistered.

"**Obligations**" means all of that Debtor'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, provided that Obligations shall not include any obligation, liability or indebtedness related to any MicroFIT Project.

"**Pledged Securities**" means all Equity Securities of or in the capital stock of any entity in which an ownership interest is held by the Debtor as of the date hereof, as more particularly described in Schedule A, and all Equity Securities of or in the capital stock of any entity acquired by the Debtor at any time following the date hereof.

"**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c.P.10.

"**Relevant Property**" has the meaning specified in Section 2.4.

"**Security Interest**" has the meaning specified in Section 2.1.

"**STA**" means the *Securities Transfer Act*, 2006, S.O. 2006, c. 8, as amended.

1.3 Certain Rules of Interpretation

In this Agreement:

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without reference to conflicts of laws principles. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and such courts shall have jurisdiction to deal with all matters relating to the interpretation of, or enforcement of rights under this Agreement, and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of such courts without prejudice to or limitation of any other rights or remedies available under the laws of any other jurisdiction where property or assets of the Debtor may be found.

(b) **Headings.** Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) **Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Severability.** If any covenant, obligation or agreement of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid, illegal or unenforceable in any jurisdiction under any Applicable Law, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances or in other jurisdictions other than those as to which it is held invalid, illegal or unenforceable, and each covenant, obligation and agreement of this Agreement shall be separately valid, legal and enforceable to the fullest extent permitted by Applicable Law.

(g) **Statutory references.** A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

(h) **References to Agreements.** The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted.

(i) **Paramountcy.** If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

1.4 Entire Agreement

This Agreement, the Credit Agreement and the other Financing Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Credit Agreement and the other Financing Documents.

ARTICLE 2
SECURITY INTERESTS

2.1 Security Interest

As general and continuing security for the payment and the performance of its Obligations, the Debtor 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 all right, title and interest in, to and under all of the Debtor's present and after-acquired personal property, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in all property of the following kinds (as applicable):

(i) Contracts: all present and future Contracts (including, without limitation, any present and future Project Agreements) to which the Debtor is a party, and the Debtor's right, title and interest in any authorizations, permits, consents, licences or similar approvals (including all Project Approvals) relating to a Project;

(ii) Project Agreement Security: all construction, completion and performance bonds, sureties, guarantees, letters of credit or other financial instruments and all similar contracts, instruments and agreements in favour of or for the benefit of the Debtor and any other security provided by any contractor or service provider in favour or for the benefit of the Debtor from time to time;

(iii) Collateral Accounts: the Collateral Accounts, and all amounts hereafter deposited to, and all Permitted Investments or other approved investments now or hereafter forming any part of, any of the Collateral Accounts;

(iv) Receivables: 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 to the Debtor;

(v) Inventory: all Inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all Goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor;

(vi) Equipment: all machinery, Equipment, fixtures, furniture, plant, vehicles and other tangible personal property of whatever nature or kind which is not Inventory;

(vii) Chattel Paper: all Chattel Paper;

(viii) Documents of Title: all Documents of Title, whether negotiable or not, including without limiting the generality of the foregoing, all warehouse receipts and bills of lading;

(ix) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other Securities and all Instruments, Investment Property, Financial Assets, Securities Accounts and Security Entitlements;

(x) Intangibles: all Intangibles not otherwise described in this Section 2.1, including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property or intellectual property;

(xi) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(xii) Insurance: all insurance policies in which the Debtor now or hereafter has rights;

(xiii) Books, Records, Etc.: all books, papers, Accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts, securities, Instruments and other rights and benefits in respect thereof;

(xiv) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and

(xv) Proceeds: all Proceeds and renewals of any of the foregoing Collateral 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.

The foregoing is collectively referred to herein as the "**Collateral**". Notwithstanding anything to the contrary herein, the Collateral shall not include FIT Contracts for MicroFIT Projects.

2.2 Attachment

Each of the Debtor 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 the Debtor and the Collateral Agent of this Agreement, and, as to after-acquired Collateral, as soon as the Debtor acquires rights therein. This Agreement constitutes a "security agreement" as that term is defined in the PPSA.

2.3 Leases

The last day of any term reserved by any real property lease or sub-lease, written or unwritten, or any agreement to lease or sub-lease real property, now held or subsequently acquired by the Debtor is excepted out of the Security Interest. As further security for the payment of the Obligations, the Debtor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Collateral Agent for the purpose of this Agreement. The Debtor shall assign and dispose of the same in such manner as the Collateral Agent may from time to time direct in writing without cost or expense to the Collateral Agent. Upon any sale, assignment, sub-lease or other disposition of such lease, sub-lease or agreement to lease or sub-lease, the Collateral Agent shall, for the purpose of vesting the residue of any such term in any purchaser, sub-lessee or such other acquiror of the real property lease, sub-lease, agreement to lease or sub-lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Debtor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.4 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any Contract or agreement to the extent that such Contract or agreement is not assignable or requires the consent of a third party to its assignment unless such consent has been obtained, due to (a) its provisions (other than a contract or agreement that is the whole of an account or chattel paper for money due or to become due), or (b) Applicable Law. In each such case, following the occurrence of an Event of Default and during the continuance thereof, the Debtor shall, unless the Collateral Agent otherwise agrees in writing, promptly, upon written request by the Collateral Agent, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Collateral Agent to any third party as a result of the exercise by the Collateral Agent of remedies. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Contract or agreement without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the Debtor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or agreement in question, hold all benefit to be derived from such Contracts or agreements in trust for the Collateral Agent (including, without limitation, the Debtor's beneficial interest in any Contract or agreement which may be held in trust for the Debtor by a third party), as additional security for the payment of the Obligations and shall deliver up all such benefit to the Collateral Agent, promptly upon demand by the Collateral Agent following the occurrence of an Event of Default and during the continuance thereof.

Notwithstanding the generality of the foregoing paragraph, the Security Interest shall not extend to, and the Collateral will not include, any authorizations, permits, consents, licences and similar approvals relating to a Project (the "**Relevant Property**") to the extent that the creation of the Security Interest therein would constitute a breach of the terms thereof or constitute a default or breach of contractual obligations of the Debtor or would be precluded or is not possible under Applicable Law, but the Debtor shall hold its interest in the Relevant Property in trust for the Collateral Agent and shall assign such Relevant Property to the Collateral Agent immediately upon obtaining the consent of any other party thereto or, if applicable, any Governmental Authority.

ARTICLE 3
OBLIGATIONS SECURED

3.1 Obligations

The Collateral constitutes and will constitute continuing security for all of the Obligations, as defined and used in the Credit Agreement, of the Debtor.

ARTICLE 4
DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor acknowledges that the Collateral Agent is relying upon the representations and warranties set forth in the Credit Agreement in entering into this Agreement. All representations and warranties of the Debtor made in this Agreement or in the Credit Agreement delivered by or on behalf of the Debtor to or for the benefit of the Collateral Agent are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect until there are no further Obligations. The Collateral Agent shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Collateral Agent at any

time. In addition, the Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:

(a) **Legal Name.** The name of the Debtor as set out in preamble above is its correct legal name.

(b) **Uncertificated Securities.** None of the Collateral that is an interest in a partnership or a limited liability company:

(i) is dealt in or traded on any securities exchange or in any securities market;

(ii) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or

(iii) is held in a Securities Account;

except for any such Collateral of which the Collateral Agent or its nominee has "control" within the meaning of the STA.

The Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, in respect of the Pledged Securities owned by it (if applicable), as follows:

(a) It is the registered and beneficial owner of such Pledged Securities subject only to the security interests created by this Agreement, the other Financing Documents and the Permitted Liens.

(b) All Collateral consisting of Pledged Securities has been duly authorized and validly issued, is outstanding as fully paid and non-assessable, and constitutes 100% of the issued and outstanding ownership interest of the Debtor in the applicable entity.

(c) None of its rights arising as the legal and beneficial owner of such Pledged Securities have been surrendered, cancelled or terminated.

(d) There is no default or dispute existing in respect of such Pledged Securities.

(e) All such Pledged Securities are certificated and have been Delivered to the Collateral Agent.

4.2 Covenants

The Debtor acknowledges that the Collateral Agent is relying upon the covenants given by the Debtor under the Credit Agreement in connection with this Agreement and that such covenants shall be continuing covenants as provided in and subject to the terms of the Credit Agreement. In addition, unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Notification to Collateral Agent.** The Debtor shall promptly notify the Collateral Agent of:

(i) Claims and Encumbrances – Any material claim, Lien or encumbrance made or asserted against any of the Collateral other than Permitted Liens;

(ii) Loss or Damage – Material loss or damage to or loss of possession of all or a material part of the Collateral other than by disposition in accordance with the terms of the Project Agreements and the Financing Documents; and

(iii) Account Debtor Non-Performance – Any failure of any Account Debtor, any securities intermediary in respect of a Securities Account or any futures intermediary in respect of a Futures Account in payment or performance of obligations due to the Debtor which may materially affect the Collateral.

(b) **No Accessions or Fixtures.** Subject to the terms of the Project Agreements and the Financing Documents, the Debtor shall prevent the Collateral from becoming an Accession to any property other than the Collateral or from becoming a fixture unless the Security Interest ranks prior to the interests of all other persons in the applicable real property.

Unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Additional Certificates**

(i) if the Debtor receives or becomes entitled to receive any security certificate, unit certificate or other instrument in respect of the Pledged Securities, the Debtor shall accept same as the Collateral Agent's agent, hold such security certificate, unit certificate or other instrument in respect of the Pledged Securities in trust for the Collateral Agent and immediately Deliver them to the Collateral Agent (or to the Collateral Agent's nominee, as the Collateral Agent may direct) in the exact form received, as additional security for the Obligations; and

(ii) if any Restricted Payment (other than as permitted under the Credit Agreement) is made in respect of the Pledged Securities or any property is distributed with respect to the Pledged Securities pursuant to the recapitalization, reclassification or reorganization of the capital of any entity in which the Debtor holds an ownership interest, the property so distributed shall be Delivered to the Collateral Agent, or its agent or nominee as the Collateral Agent may direct, to be held by it as part of the Pledged Securities.

(b) **Issuance of Pledged Securities.** The Debtor shall not permit any issuance of Pledged Securities unless such Pledged Securities are, immediately upon their issuance, pledged in favour of and Delivered to the Collateral Agent and the Debtor does, 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 additional securities within the meaning of the STA.

(c) **Defend.** The Debtor shall, on written request of the Collateral Agent, defend the Collateral Agent's right, title and security interest in and to all the Pledged Securities against the claims and demands of all other Persons.

(d) **No Granting of Control.** Subject to the provisions of the Credit Agreement, the Debtor may not:

(i) deliver any Pledged Securities that constitute uncertificated securities to any Person other than the Collateral Agent;

(ii) consent to any agreement whereby any entity in which the Debtor holds an ownership interest agrees to comply with instructions that are originated by any Person other than the Collateral Agent in respect of any Pledged Securities that constitute uncertificated securities; or

(iii) assign, transfer or grant a security interest to any other Person or in any other manner further encumber the Pledged Securities, other than pursuant to the Financing Documents or any Permitted Lien.

ARTICLE 5
RIGHTS RELATING TO SECURED PROPERTY

5.1 Debtor's Rights before Default

Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the other Financing Documents, the Debtor is entitled to deal with the Collateral in the ordinary course of business, provided that, no action shall be taken which would impair the effectiveness of the Security Interest created by this Agreement or the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement or any other Financing Document. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor shall and shall be deemed to hold all Proceeds constituting Collateral in trust, separate and apart from other Money, Instruments, Investment Property or property, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full.

5.2 Voting Rights

(a) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, the Debtor may exercise all voting rights in respect of any Collateral that is Investment Property (including the Pledged Securities) ("**Applicable Investment Property**") and to give consents, waivers, directions, notices and ratifications and to take other action in respect thereof, except that no votes may be cast or consent, waiver, directions, notice or ratification given or action taken which would:

(i) impair the effectiveness of the Security Interest;

(ii) impair the value of or restrict the transferability of the Applicable Investment Property (including the Pledged Securities); or

(iii) be inconsistent with or violate any provisions of this Agreement or any other Financing Document.

(b) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, if any of the Applicable Investment Property are registered or otherwise held in the Collateral Agent's or its nominee's name, the Collateral Agent, on the Debtor's written request, shall execute and deliver or cause its agent or nominee to execute and

deliver to the Debtor suitable proxies, voting powers or powers of attorney in favour of the Debtor or its nominee or nominees for voting, giving consents, waivers, directions, notices or ratifications or taking any other action the Debtor is permitted to take in respect of such Applicable Investment Property.

5.3 Dividends and Distributions

Until the occurrence of an Event of Default which is continuing, the Debtor shall be entitled to receive and deal with (except as otherwise restricted by this Agreement or the Credit Agreement) any interest and regular cash dividends at any time payable on or with respect to any Applicable Investment Property to the extent such amounts are expressly permitted by the Credit Agreement, and the Collateral Agent shall immediately deliver to the Debtor such interest or regular cash dividends received by the Collateral Agent.

5.4 Rights and Duties of the Collateral Agent

Upon the occurrence of an Event of Default and during the continuance thereof, all of the Debtor's rights pursuant to Sections 5.1 and 5.2 will cease and the Collateral Agent may enforce any of the Debtor's rights with respect to any Applicable Investment Property. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor will and will be deemed to hold all Applicable Investment Property not under the control of the Collateral Agent in trust, separate and apart from other property and assets of the Debtor, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full, and the Debtor shall forthwith Deliver any such Applicable Investment Property to the Collateral Agent, or its nominee or agent, as the Collateral Agent may direct, to the extent the Debtor has not already Delivered such Applicable Investment Property to the Collateral Agent. The Collateral Agent and its nominee shall not have any duty of care with respect to the Applicable Investment Property other than to use the same care in the custody and preservation of the Applicable Investment Property as it would with its own property. The Collateral Agent or its nominee shall have no obligation to take any steps to defend or preserve the Debtor's rights against the claims or demands of others. The Collateral Agent or its nominee, however, shall give the Debtor notice of any claim or demand of which it becomes aware to permit the Debtor to have a reasonable opportunity to defend or contest the claim or demand.

ARTICLE 6
REMEDIES

6.1 Collateral Agent's Rights and Remedies

Following the occurrence of an Event of Default and during the continuance thereof, subject to the terms of the Credit Agreement, all of the Obligations shall, at the Collateral Agent's option (as instructed by the Administrative Agent) and without notice to the Debtor, become immediately due and payable and the Collateral Agent may, upon instructions from the Administrative Agent, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement and in the Credit Agreement, (including, without limitation, the signification and collection of the Debtor's Accounts), or otherwise afforded by law, in equity or otherwise. The Collateral Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Collateral Agent expressly retains all rights and remedies not inconsistent with the provisions of this Agreement including all the rights it may have under the PPSA. The Collateral Agent shall hold all proceeds from enforcement of the rights and remedies below for the benefit of the Secured Creditors. Subject to the terms of the Credit Agreement, the Collateral Agent may, upon the occurrence of any Event of Default and during the continuance thereof, and acting on the advice

of counsel or upon instructions from the Administrative Agent, to the extent permitted by Applicable Law:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver (which term shall include a receiver, a manager or a receiver and manager) of the Debtor and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Collateral Agent, with respect to responsibility for its acts, shall, to the extent permitted by Applicable Law, be deemed the agent of the Debtor and not of the Collateral Agent. Where the "Collateral Agent" is referred to in this Article, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.

(b) **Enter and Repossess.** In accordance with Applicable Law, enter the Debtor's premises and repossess, disable or remove the Collateral, provided that with respect to any premises for which a Lease Agreement is in place, the Collateral Agent will comply with the terms and conditions of the rights of access granted therein or in any applicable Landlord Agreement.

(c) **Retain the Collateral.** Retain and administer the Collateral in the Collateral Agent's sole and unfettered discretion.

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Debtor to the extent permitted by law. The Collateral Agent may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Collateral Agent may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Collateral Agent has taken possession of the Collateral.

(e) **Foreclosure.** Foreclose upon the Collateral.

(f) **Investment Property.**

(i) Disposal – Without limiting the generality of Section 6.1(d), the Debtor acknowledges that when disposing of any Investment Property (including any Pledged Securities), the Collateral Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. The Debtor acknowledges and agrees that any such private sale may result in

prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Collateral Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

(ii) Exercise of Rights – Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may elect by written notice to the Debtor and to an officer of the issuer of the Investment Property or to any securities intermediary or futures intermediary in respect of the Investment Property, as may be applicable, that all or part of the rights of the Debtor in the Investment Property including, the right to vote, give consents, entitlement orders, instructions, directions, waivers or ratifications and take other actions and receive interest or regular cash dividends, payments or other distributions, shall cease, and upon such election all such rights shall become vested in the Collateral Agent or as it may direct.

(iii) Registration and Control – Require that the Investment Property be registered in the name of the Collateral Agent or as it may direct, that delivery of the Investment Property be made to the Collateral Agent or that control of the Investment Property be obtained by the Collateral Agent, or as it may direct, in accordance with the provisions of the STA and the Collateral Agent may then, without notice, exercise any and all voting rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Investment Property without the consent of the Debtor as if it were the absolute owner, including the right to exchange at its discretion, any and all of the Investment Property upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Investment Property and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, securities intermediary, futures intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine.

(g) **Collection of Accounts.** Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent, whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, acting in a commercially reasonable manner and in accordance with the credit agreement, to notify and direct Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange to make all payments to the Collateral Agent, and the Collateral Agent shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange and any Proceeds as part of the Collateral. Upon the occurrence of an Event of Default and during the continuance thereof, any payments received by the Debtor in respect of the Collateral shall be held by the Debtor in trust for the Collateral

Agent in the same medium in which it was received, shall not be commingled with any assets of the Debtor and shall, at the request of the Collateral Agent be turned over to the Collateral Agent not later than the next Banking Day following the day of such request from the Collateral Agent.

(h) **Carry on Business.** Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Collateral Agent sees fit. The Collateral Agent shall not be liable to the Debtor in respect of any related rent, costs, charges, depreciation or damage in so doing.

(i) **Payment of Encumbrances.** Pay any encumbrances or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations.

(j) **Payment of Deficiency.** If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Collateral Agent any deficiency and the Collateral Agent may sue the Debtor to collect the amount of such deficiency.

(k) **Dealing with Collateral.** Subject to Applicable Law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Collateral Agent advisable and without notice to the Debtor. The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Obligations.

(l) **Disposition of Pledged Securities.** The Collateral Agent shall give to the Debtor at least three Banking Days' written notice of any sale or disposition pursuant to paragraph (d) above of any Pledged Securities. If there is a sale of Pledged Securities pursuant to paragraph (d), the Debtor agrees to provide all information, certificates and consents required under applicable securities laws or under the rules, by-laws or policies of the exchange(s) on which any of the Pledged Securities may be listed and posted for trading to permit the sale of the Pledged Securities in compliance with such applicable laws, rules, by-laws or policies.

6.2 Power of Attorney

Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor constitutes and appoints the Collateral Agent from time to time, or any receiver appointed of the Debtor as provided for in this Agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do any and all acts and things, complete any endorsements, stock transfer powers or registrations and make and execute all such documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Collateral

Agent or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Debtor upon the occurrence of an Event of Default and during the continuance thereof. The Debtor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration and shall terminate only upon written release by the Collateral Agent of the Debtor's obligations under this Agreement executed and delivered by the Collateral Agent (or its nominee(s)).

6.3 Assemble the Collateral

To assist the Collateral Agent in the implementation of such rights and remedies, the Debtor will, at its own risk and expense and immediately upon the Collateral Agent's request following the occurrence of an Event of Default and during the continuance thereof, assemble and prepare for removal such items of the Collateral as are selected by the Collateral Agent as shall, in the Collateral Agent's sole judgment, have a value sufficient to cover all the Obligations.

6.4 Allocation of Proceeds

Subject to the Credit Agreement, all monies collected or received by the Collateral Agent in respect of the Collateral may be held by the Collateral Agent and may be applied on account of such parts of the Obligations in accordance with priority of payment provisions set forth in the Credit Agreement.

6.5 Waivers and Extensions

Subject to the Credit Agreement, the Collateral Agent may waive default or any breach by the Debtor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Collateral Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Collateral Agent resulting therefrom. Any such waiver must be in writing and signed by the Collateral Agent to be effective.

Subject to the Credit Agreement and if so instructed by the Administrative Agent, the Collateral Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as the Collateral Agent may see fit without prejudice to the liability of the Debtor to the Collateral Agent, or the Collateral Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Collateral Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Collateral Agent or otherwise preclude the Collateral Agent from enforcing such rights.

6.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Collateral Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either

expressly or by course of conduct by the Collateral Agent 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 right or remedy of the Collateral Agent under this Agreement as a result of any other default or breach under this Agreement.

6.7 Effect of Possession or Receiver

Following the occurrence of an Event of Default and during the continuance thereof, as soon as the Collateral Agent takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent or the receiver.

6.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may at any time and from time to time without notice to the Debtor (it being expressly waived by the Debtor) set-off and compensate and apply any and all Collateral to or for the credit of or the account of the Debtor, against and on account of the Obligations, even if any of them are contingent or unmatured.

6.9 Limitation of Liability

(a) The Collateral Agent shall not be liable or accountable:

(i) by reason of any entry into or taking possession of all or any of the Collateral, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

(ii) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Collateral Agent, the Debtor or any other person in respect of same.

(b) The Collateral Agent shall not by virtue of this Agreement be deemed to be a mortgagee in possession of the Collateral. The Debtor releases and discharges the Collateral Agent and the receiver from every claim of every nature that may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of anything done by the Collateral Agent or any successor or assign claiming through or under the Collateral Agent or the receiver under the provisions of this Agreement unless such claim is the result of gross negligence or wilful misconduct.

(c) The Collateral Agent shall not be responsible for any loss occasioned by:

(i) any sale or other dealing with the Pledged Securities (whether commercially reasonable or not, but subject to Applicable Law); or

(ii) the retention of, or failure to sell or otherwise deal with the Pledged Securities,

unless the result of gross negligence or wilful misconduct by the Collateral Agent or any receiver appointed by the Collateral Agent (including the officers, employees, servants or agents of such parties).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, demand, consent, approval or other communication required or permitted to be given in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

7.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by each party to this Agreement.

7.3 Enurement

This Agreement shall be binding on each of the Debtor and the Collateral Agent, and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns, and shall enure to the benefit of each of the Debtor and the Collateral Agent and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns.

7.4 Further Assurances

The Debtor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Collateral Agent as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

7.5 Continuing Security

The security constituted by this Agreement is not in substitution for any other security for the Obligations under the Financing Documents or for any other agreement between the parties creating a security interest in all or part of Collateral, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Debtor and the Collateral Agent expressly provide to the contrary in writing.

7.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Debtor acknowledges receiving a copy of this Agreement, and further agrees that a photocopy or PDF copy of this Agreement or of a financing statement is sufficient.

7.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement*.

7.8 Security Interest Effective Immediately

The Security Interest shall take effect forthwith upon the execution of this Agreement by each of the Debtor and the Collateral Agent.

7.9 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

7.10 Discharge

(a) The security granted hereby and the obligations of the Debtor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations, following which the Collateral Agent shall, upon the written request of the Debtor and at the expense of the Debtor, release and discharge the Security Interest and execute and deliver to the Debtor such documents as shall be requisite to release and discharge the Security Interest.

(b) In the event of a disposition of Assets by the Debtor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall release and discharge the Security Interest as it relates to any property so disposed, if applicable, and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interest as it relates to any property so disposed.

[*Signature pages to follow*]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC.**

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name: Annie Jaghatspanyan
Title: Vice President

By: _____
Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

SCHEDULE A — PLEDGED SECURITIES

Pledgor	Pledged Entity	Type and Class of Equity Security (e.g., common shares, partnership interests)	Certificate No.	Percentage of Total Class Outstanding
GSC Solar Fund I LP	2245073 Ontario Inc.	1,934,055.712 Common Shares	COM-39	100%
GSC Solar Fund I LP	2246253 Ontario Inc.	1,934,055.712 Common Shares	COM-39	100%
GSC Solar Fund I LP	2410089 Ontario Inc.	100 Common Shares	C-2	100%
GSC Solar Fund I LP	2416428 Ontario Inc.	100 Common Shares	C-2	100%
GSC Solar Fund I LP	2422500 Ontario Inc.	100 Common Shares	C-2	100%
GSC Solar Fund I LP	CEW L3V Solar III Limited Partnership	8,275 Class A Units	A-4	82.75%
GSC Solar Fund I LP	Chi Biidaaske Inc.	49 Common Shares	COM-6	49%
GSC Solar Fund I LP	Grasshopper Solar FIT Projects Inc.	85,000 Common Shares	C-007	100%
GSC Solar Fund I LP	Howard Avenue Solar Inc.	100 Common Shares	C-2	100%
GSC Solar Fund I LP	LDREC SPN LP	4,998 Class A Units	A-5	49.98%
GSC Solar Fund I LP	LDREC SPN LP	5,001 Class B Units	B-5	50.01%
GSC Solar Fund I LP	McLevin Avenue Solar Inc.	100 Common Shares	C-2	100%
GSC Solar Fund I LP	SPN LP 1	8,499 Class A Units	3A	84.99%
GSC Solar Fund I LP	SPN LP 1	1,100,559 Class B Units	5B	100%
GSC Solar Fund I LP	SPN LP 3	4,998 Class A2 Units	A2-3	99.98%

GSC Solar Fund I LP	SPN LP 3	5,099 Class B Units	B-5	50.99%
GSC Solar Fund I LP	SPN LP 4	8,499 Class A Units	3A	84.99%
GSC Solar Fund I LP	SPN LP 4	1,912,068 Class B Units	5B	100%
GSC Solar Fund I LP	SPN LP 5	8,499 Class A Units	3A	84.99%
GSC Solar Fund I LP	SPN LP 5	99,796 Class B Units	5B	100%
GSC Solar Fund I LP	GSC Solar Leasing LP	99.99% Interest	LP-5	99.99%

This is Exhibit "W" 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

ASSIGNMENT OF MATERIAL PROJECT AGREEMENTS

BETWEEN:

GSC Solar Fund I LP (together with its successors and permitted assigns, the "**Assignor**"), by its general partner, GSC Solar Fund I GP Inc.

-and-

Deutsche Bank Trust Company Americas, by, on behalf of and as collateral agent for the Secured Creditors (together with its successors and permitted assigns, the "**Collateral Agent**")

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of March 19, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become lenders from time to time pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, as collateral agent, the Lenders have agreed to finance, as applicable, the development, construction, acquisition, ownership, operation and maintenance of solar projects located in the Province of Ontario, Canada upon the terms and conditions contained therein.

B. The Collateral Agent is to act as collateral agent under the Credit Agreement to, *inter alia*, hold for the rateable benefit of itself and the other Secured Creditors any and all security for the payment and performance of the Assignor's obligations under the Credit Agreement and the other Financing Documents to which it is a party.

C. The Assignor is, or will become, a party to certain Material Project Agreements.

D. Pursuant to the Credit Agreement, the Assignor has agreed to assign to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of its right, title and interest in and to the Material Project Agreements as security for the payment and performance of the Assignor's obligations to the Secured Creditors under the Credit Agreement and the other Financing Documents to which it is a party, provided that the obligations shall not include any obligation, liability or indebtedness related to any MicroFIT Projects (collectively, the "**Obligations**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

Each word and expression (capitalized or not) defined or given an extended meaning in the Credit Agreement, and not otherwise defined herein, is used in this Agreement with the respective defined or extended meaning assigned in the Credit Agreement.

1.2 References to Agreements and Documents

Each reference in this Agreement to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document (including any attached schedules, appendices and exhibits) as from time to time amended, varied, supplemented, restated or otherwise modified.

1.3 Headings, Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**", "**hereunder**", and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless otherwise indicated or unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, words and expressions (including words and expressions (capitalized or not) defined or given extended meanings) in the singular include the plural and vice versa and words importing gender shall include all genders (the necessary changes being made to fit the context). The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

1.5 References to Material Project Agreements in this Agreement

References to "**Material Project Agreements**" herein shall be deemed to refer only to those Material Project Agreements to which the Assignor is party from time to time.

ARTICLE 2

SECURITY

2.1 Grant of Security

The Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and grants a security interest (the "**Security Interest**") in, to and in favour of the Collateral Agent, in trust for the rateable benefit of itself and the other Secured Creditors, as general and continuing collateral security for the payment and performance of the Obligations, all right, title, estate, interest and benefit of the Assignor in, to and under the Material Project Agreements (excluding FIT Contracts for MicroFit

Projects) and all rights, benefits, powers and advantages of the Assignor to be derived therefrom and all covenants, obligations and agreements thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor but without assumption of any liabilities thereunder until the specific assumption thereof by the Collateral Agent as contemplated by Section 2.4 or otherwise pursuant to Section 3.1 hereof.

2.2 Attachment

The Assignor acknowledges that (i) value has been given to it by the Secured Creditors, (ii) it has (or will have) rights in the Material Project Agreements, and (iii) neither it nor the Collateral Agent has agreed to postpone the time of attachment of the Security Interest.

2.3 Dealing with Material Project Agreements

This Agreement and the covenants and conditions contained herein shall take effect forthwith provided that so long as no Event of Default has occurred and is continuing and notice from the Collateral Agent to the Assignor that the security herein is being enforced and subject to the express provisions hereof and the provisions of the Credit Agreement, the Assignor may deal with the Material Project Agreements and each of the respective parties thereto in the ordinary course of business.

2.4 No Liability Until Assumption by Collateral Agent

Nothing herein contained shall render the Collateral Agent or the Secured Creditors, or their respective agents, employees or any other person for whom the Collateral Agent or the Secured Creditors are in law responsible, or any of them, liable to any person for the fulfillment or non-fulfillment of the obligations, covenants and agreements, including but not limited to the payment of any monies thereunder or in respect thereof, of the Assignor under any Material Project Agreement, arising prior to the date on which the Collateral Agent has provided to the Assignor notice that the security herein is being enforced, in whole or in part, and that the Collateral Agent (or a Receiver, as defined below) has assumed the obligations, control and administration of the said Material Project Agreement on a go-forward basis. The Assignor hereby indemnifies and agrees to save and hold harmless the Collateral Agent and the other Secured Creditors from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever (unless caused by the gross negligence or wilful misconduct of the Collateral Agent or the other Secured Creditors) of any person arising directly or indirectly from or out of any such Material Project Agreements which exist, or arise for and in respect of the period prior to the effective assumption by the Collateral Agent (or another authorized party on the Secured Creditors' behalf) of each such Material Project Agreement, and the Assignor shall ensure each such Material Project Agreement, or a separate instrument executed by the other party to each such document, provides that the sole remedy of the other contracting party to each such Material Project Agreement shall be against the Assignor, and not the Collateral Agent or any of the other Secured Creditors, in respect of any liability incurred or arising during the period up to the effective date of assumption thereof by the Collateral Agent as aforesaid.

2.5 Notice and Registration

The Collateral Agent shall have the right at any time to serve this Agreement or notice thereof on any one or more of the other parties to the Material Project Agreements.

2.6 No Assignment if Constituting Breach

Notwithstanding any other provision of this Agreement, this Agreement shall not constitute an agreement to assign, transfer or set over any part or the whole of any Material Project Agreement if an attempted assignment thereof as contemplated hereunder without the consent of another party thereto would constitute a breach thereof, permit any person to terminate such Material Project Agreement, or in any material way affect the rights of the Assignor thereunder (unless such consent is obtained) or if such Material Project Agreement is expressly prohibited from assignment by its terms. If such consent is not obtained, or if an attempted assignment would materially affect the Assignor's rights thereunder with the result that the Collateral Agent would not obtain all such rights or if such Material Project Agreement is expressly prohibited from assignment by its terms, the Assignor shall hold all of its rights under any such Material Project Agreement in trust for the Collateral Agent and shall co-operate in any and all arrangements designed to provide to the Collateral Agent the benefits under such Material Project Agreement, including the enforcement of all rights of the Assignor thereunder against the other party or parties thereto.

2.7 Power of Attorney

(a) The Assignor irrevocably constitutes and appoints the Collateral Agent (and any of its officers) as attorney of the Assignor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Assignor, after an Event of Default that is continuing, whenever the Collateral Agent may consider it to be necessary or expedient, all such further acts, documents, matters and things which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the enforcement of the rights of the Collateral Agent hereunder. This power of attorney shall be deemed to be coupled with an interest.

(b) The Collateral Agent, as attorney of the Assignor and in its name, may, at any time and from time to time after the occurrence of any Event of Default that is continuing, exercise any of the rights, powers, authority, benefits, advantages and discretion which under the terms of the Material Project Agreements could be exercised by the Assignor with respect thereto.

(c) Following the occurrence and during the continuance of an Event of Default, if the Assignor fails to perform any obligation under any Material Project Agreement, the Collateral Agent may itself perform, or cause performance of, such obligation in the name of the Assignor, and the expenses of the Collateral Agent incurred in connection therewith shall bear interest at the highest interest rate per annum charged on the Obligations or any part thereof, shall become part of the Obligations, shall be secured under this Agreement and shall be payable by the Assignor forthwith upon demand.

ARTICLE 3

REMEDIES

3.1 Remedies

(a) Upon the occurrence of an Event of Default that is continuing and provided the Collateral Agent has given the Assignor written notice that the security herein is being enforced (it being understood that failure to give such notice shall not affect the rights and remedies

of the Collateral Agent herein), in whole or in part, the Collateral Agent will have the rights and remedies set out below, all of which rights and remedies may be exercised from time to time separately or in combination and shall be in addition to, and not in substitution for, any other rights and remedies of the Collateral Agent and the other Secured Creditors however created:

(i) appoint in writing a receiver or receiver and manager or agent (each herein referred to as a "**Receiver**") of the Material Project Agreements (which term when used in this Section 3.1 shall include all or any part of the Material Project Agreements) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Material Project Agreements; and the term "**Collateral Agent**" when used in this Article 3 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Collateral Agent in appointing or refraining from appointing any Receiver, shall not incur any liability to the Receiver, the Assignor or otherwise and shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) realize, sell, transfer (in whole or in part, on a temporary or absolute basis) or otherwise deal with the relevant Material Project Agreements in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Assignor (except as otherwise required by Applicable Law);

(iii) collect, realize and apply any proceeds realized under the relevant Material Project Agreement in discharge of the Obligations as directed in writing by the Administrative Agent to the Collateral Agent and if there is any surplus remaining, the Collateral Agent may (at the written direction of the Administrative Agent) pay it to any person having a claim thereto in priority to the Assignor of whom the Collateral Agent has knowledge and any balance remaining must be paid to the Assignor, and if the realization of such proceeds fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Assignor will be liable to pay any deficiency to the Collateral Agent forthwith on demand;

(iv) give any and all notices required to be given by the Assignor under the relevant Material Project Agreements;

(v) independently manage, administer (or appoint a third party to do so) and otherwise enforce and exercise any and all rights of the Assignor under the relevant Material Project Agreements and otherwise assume any such Material Project Agreements upon notice as contemplated in Sections 2.4 and 3.1; and

(vi) in the name of the Assignor, do or cause to be done any and all acts and things under the relevant Material Project Agreements, receive and enforce performance under the relevant Material Project Agreements and adjust and settle all matters relating to such performance.

(b) The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred for services rendered (including legal advice and services) in

connection with the foregoing and such sums shall be added to the Obligations hereby secured.

(c) The Collateral Agent and the other Secured Creditors shall not be obliged, either prior to or following the assumption of any Material Project Agreements, to exercise any rights under any Material Project Agreement and in particular shall not be liable or responsible for any failure to collect, realize, sell or obtain payment of any monies owing under any Material Project Agreement and shall not be bound to institute proceedings for the purposes of collecting, realizing or obtaining payment of any monies owing under any Material Project Agreement, in each case, for the purposes of preserving any rights of the Collateral Agent, the Assignor or any other person in respect of any Material Project Agreement. The exercise of any rights and remedies by the Collateral Agent shall be without prejudice to the rights of the Collateral Agent and the other Secured Creditors in respect of the Obligations, including the right to claim for any deficiency.

(d) The Collateral Agent may grant extensions of time or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Assignor, debtors of the Assignor, sureties and others and other security as the Collateral Agent may see fit without prejudice to any claims of the Collateral Agent or the Secured Creditors, or any of them, against the Assignor or to the rights in respect of the security hereby constituted.

3.2 Concerning the Receiver

The identity of the Receiver, its replacement and its remuneration shall be within the sole and unfettered discretion of the Collateral Agent. Any Receiver appointed by the Collateral Agent shall act as agent for the Collateral Agent for the purposes of dealing with the Material Project Agreements, but otherwise and for all other purposes (except as provided below), as agent for the Assignor.

3.3 Dealings with Third Parties

No person dealing with the Collateral Agent or any of the other Secured Creditors shall be required to determine (i) whether the security herein has become enforceable, (ii) whether the powers which such person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Collateral Agent or the other Secured Creditors by the Assignor, or (iv) how any money paid to the Collateral Agent or the other Secured Creditors has been applied.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Assignor

The Assignor represents and warrants to the Collateral Agent and the other Secured Creditors that all of the representations and warranties given by the Assignor in the Credit Agreement are true and accurate.

ARTICLE 5
GENERAL

5.1 Further Assurances

The Assignor agrees to take such actions and execute and deliver such documents as may be reasonably requested by the Collateral Agent from time to time in order to give effect to the terms, conditions, provisions, purpose and intent of this Agreement.

5.2 No Merger

This Agreement shall not operate by way of a merger of the Obligations or of any guarantee, agreement or other document by which the Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of the Assignor to pay and perform the Obligations nor shall the acceptance of any payment or alternate security constitute or create any novation. No covenant, obligation, representation or warranty of the Assignor herein shall merge in any judgment.

5.3 No Waiver

No delay or failure by the Collateral Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

5.4 Change

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the parties hereto unless that agreement is in writing and signed by all of the parties hereto. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by the parties sought to be bound thereby.

5.5 Notice

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

5.6 Time of the Essence

Time is and shall remain of the essence of this Agreement and each of its provisions.

5.7 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

5.8 Successors and Assigns

This Agreement and the rights and obligations of the Collateral Agent hereunder may be assigned and transferred by the Collateral Agent to any successor or replacement Collateral Agent appointed by the Secured Creditors or the Collateral Agent, as applicable, pursuant to the Credit Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Collateral Agent hereunder. The Assignor may not assign this Agreement or any right or obligation hereunder without the prior written consent of the Collateral Agent. This Agreement shall enure to the benefit of each of the Secured Creditors and any Receiver and their respective successors and assigns and shall be binding upon the Assignor, its legal representatives (including receivers) and its successors and permitted assigns. Each reference in this Agreement to any person (including the Assignor and any Secured Creditor) shall (to the extent the context so admits) be construed so as to include the successors of that person and, in the case of each of the Assignor and each Secured Creditor, the assigns of that person only as permitted by the Credit Agreement.

5.9 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment of a court of competent jurisdiction, to the fullest extent permitted by Applicable Law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction. The Assignor shall, at the request of the Collateral Agent, negotiate in good faith with the Collateral Agent to replace any invalid or unenforceable provision contained in this Agreement with a valid and enforceable provision that has the commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by Applicable Law.

5.10 Additional Continuing Security

This Agreement and the security herein are in addition to and not in substitution for any other security now or hereafter held by the Collateral Agent and the other Secured Creditors in respect of the Obligations. This Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Collateral Agent.

5.11 Discharge

(a) The security granted hereby and the obligations of the Assignor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations and, the Collateral Agent shall, upon the written request of the Assignor and at the expense of the Assignor, cancel and discharge the Security Interest and execute and deliver to the Assignor such documents as shall be requisite to discharge the Security Interest.

(b) In the event of disposition of Assets by the Assignor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall cancel and discharge the Security Interest as it relates to any property so disposed and execute and deliver to the Assignor such documents necessary to discharge the Security Interest as it relates to any property so disposed.

5.12 Credit Agreement

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern and apply to the extent of the conflict or inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Secured Creditors under this Agreement after the security has become enforceable. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Collateral Agent and the Assignor with respect to the subject matter hereof except as expressly set forth herein or in the other Financing Documents.

5.13 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

5.14 Receipt of Copy

The Assignor acknowledges receipt of an executed copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under any personal property security statutes of any jurisdiction selected by the Collateral Agent in respect of this Agreement. To the extent permitted by Applicable Laws, the Assignor irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under any personal property security statutes by the Collateral Agent or any other Secured Creditor in respect of this Agreement and releases any and all claims or causes of action it may have against the Collateral Agent and the Secured Creditors for failure to provide any such copy.

5.15 Language

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been drawn and will be drawn in English. *Les signataires à la présente confirment leur volonté que cette convention, de même que les documents s'y rattachant, soient rédigés en anglais seulement.*

5.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by one party to this Agreement to the other by facsimile transmission or e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GSC SOLAR FUND I LP, by its general partner, GSC SOLAR FUND I GP INC.

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name
Title

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____

Name Annie Jaghatspanyan

Title Vice President

By: _____

Name ROBERT S. PESCHLER

Title VICE PRESIDENT

This is Exhibit "X" 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 _____, 2025, in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

MIKE NOEL

OMNIBUS ASSIGNMENT OF INSURANCE AGREEMENT

BETWEEN:

GSC Solar Fund I LP, by its general partner, GSC Solar Fund I GP Inc. and the entities listed in Schedule A (collectively, and together with their successors and permitted assigns, the "**Assignors**", and each an "**Assignor**")

- and -

Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of the date hereof (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become lenders from time to time pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to finance, as applicable, the development, construction, acquisition, ownership, operation and maintenance of solar projects located in the Province of Ontario, Canada upon the terms and conditions contained therein.

B. The Collateral Agent is to act as collateral agent under the Credit Agreement to, *inter alia*, hold in trust for the rateable benefit of itself and the other Secured Creditors any and all security for the payment and performance of each Assignor's obligations under the Credit Agreement and the other Financing Documents to which it is a party.

C. Pursuant to the Credit Agreement, each Assignor has agreed to execute and deliver this assignment of insurance to and in favour of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors as security for the payment and performance of each Assignor's Obligations to the Secured Creditors under and as defined in the Credit Agreement and the other Financing Documents to which it is a party.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Each word and expression (capitalized or not) defined or given an extended meaning in the Credit Agreement, and not otherwise defined herein, is used in this Agreement with the respective defined or extended meaning assigned in the Credit Agreement.

1.2 References to Agreements and Documents

Each reference in this Agreement to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document (including any attached schedules, appendices and exhibits) as from time to time amended, varied, supplemented, restated or otherwise modified.

1.3 Headings, Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**", "**hereunder**", and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless otherwise indicated or unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, words and expressions (including words and expressions (capitalized or not) defined or given extended meanings) in the singular include the plural and vice versa and words importing gender shall include all genders (the necessary changes being made to fit the context). The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

ARTICLE 2
ASSIGNMENT OF INSURANCE

2.1 Security

Each Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and grants a security interest in, to and in favour of the Collateral Agent, in trust for the rateable benefit of itself and the other Secured Creditors, as and by way of a collateral assignment and security interest in all of its right, title, estate, benefit and interest (as its interests may appear) in, to, under and in respect of:

(a) all insurance required to be maintained pursuant to the Credit Agreement, including the insurance policies listed in Schedule B, as such polices may be renewed, amended, restated, replaced or otherwise modified from time to time (collectively, the "**Insurance**");

(b) all right, title and interest in and its benefit, power and advantage to be derived from the Insurance and all of its covenants, obligations, agreements and undertakings and right to enforce its rights thereunder in its name;

(c) all revenues, proceeds and other monies now due and payable or hereafter to become due and payable to it in respect of the Insurance (including all premiums paid in advance and any interest thereon) or to be derived therefrom, if any, with each Assignor's full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other monies; and

(d) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to the Insurance,

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all of its rights, remedies, powers, privileges and claims thereunder (whether arising pursuant thereto or available to it at law or in equity) (collectively, the "**Collateral**"), to hold and receive the same unto the Collateral Agent with full power and authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same, all in accordance with and subject to the terms of the Credit Agreement.

2.2 Security Interests

The security interests granted hereby (the "**Security Interest**") secure the payment and performance of the Obligations.

2.3 Attachment

Each Assignor acknowledges that (i) value has been given to it by the Secured Creditors, (ii) it has rights in the Collateral, and (iii) neither it nor the Collateral Agent has agreed to postpone the time of attachment of the Security Interest.

2.4 Enforcement and Remedies

The Collateral Agent agrees that it will not enforce its rights in respect of the Collateral as collateral security until the occurrence of, and other than during the continuance of, an Event of Default.

2.5 Appointment of Attorney

Each Assignor irrevocably constitutes and appoints the Collateral Agent (and any of its officers) as its attorney (with full power of substitution) following the occurrence and during the continuance of an Event of Default to do, make and execute, in its name and on its behalf all such further acts, documents, matters and things which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this assignment of insurance. Following the occurrence and during the continuance of an Event of Default, the Collateral Agent or its nominees and transferees are empowered to exercise all rights and powers and to perform all acts of ownership with respect to the Insurance (and policies thereof) to the same extent as such Assignor might do. All acts of any such attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing in connection therewith, except for its own gross negligence or wilful misconduct. This power of attorney shall be deemed to be coupled with an interest.

ARTICLE 3
GENERAL

3.1 No Merger

This Agreement shall not operate by way of a merger of the Obligations or of any guarantee, agreement or other document by which the Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of any of the Assignors to pay and perform the Obligations nor

shall the acceptance of any payment or alternate security constitute or create any novation. No covenant, obligation, representation or warranty of any of the Assignors herein shall merge in any judgment.

3.2 Receipt of Copy

Each Assignor acknowledges receipt of an executed copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under any personal property security statutes of any jurisdiction in respect of this Agreement. To the extent permitted by Applicable Laws, each Assignor irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under any personal property security statutes by the Collateral Agent or any other Secured Creditor in respect of this Agreement and releases any and all claims or causes of action it may have against the Collateral Agent and the other Secured Creditors for failure to provide any such copy.

3.3 No Waiver

No delay or failure by the Collateral Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

3.4 Change

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the parties hereto unless that agreement is in writing and signed by all of the parties hereto. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by the parties sought to be bound thereby.

3.5 Notices

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

3.6 Time of the Essence

Time is and shall remain of the essence of this Agreement and each of its provisions.

3.7 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

3.8 Entire Agreement

There are no representations, warranties, covenants, agreements or acknowledgments whether direct or collateral, express or implied, that form part of or affect this Agreement, other than as expressed herein or in any other Financing Document. The execution of this Agreement has not been induced by, nor does any of the Assignors rely upon or regard as material, any representations, warranties,

conditions, other agreements or acknowledgments not expressly made in this Agreement and the other written agreements and other documents to be delivered pursuant hereto or contemporaneously herewith.

3.9 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment of a court of competent jurisdiction, to the fullest extent permitted by Applicable Law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction.

3.10 Discharge

(a) The security granted hereby and the obligations of any of the Assignors hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations and, the Collateral Agent shall, upon the written request of such Assignor and at the expense of such Assignor, cancel and discharge the Security Interest and execute and deliver to such Assignor such documents as shall be requisite to discharge the Security Interest.

(b) In the event of disposition of Assets by any of the Assignors as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall cancel and discharge the Security Interest as it relates to any property so disposed and execute and deliver to such Assignor such documents necessary to discharge the Security Interest as it relates to any property so disposed.

3.11 Successors and Assigns

This Agreement and the rights and obligations of the Collateral Agent hereunder may be assigned and transferred by the Collateral Agent to any successor or replacement agent appointed by the Collateral Agent or the other Secured Creditors, as applicable, in accordance with the Credit Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Collateral Agent hereunder. An Assignor may not assign this Agreement or any right or obligation hereunder without the prior written consent of the Collateral Agent. This Agreement shall enure to the benefit of each of the Secured Creditors and their respective successors and assigns and shall be binding upon each Assignor and its legal representatives (including receivers) and its successors and permitted assigns. Each reference in this Agreement to any person (including any of the Assignors and any Secured Creditor) shall (to the extent the context so admits) be construed so as to include the successors of that person and in the case of each of the Assignors and each Secured Creditor, the assigns of that person only as permitted by the Credit Agreement.

3.12 Further Assurances

Each Assignor agrees to take such actions and execute and deliver such documents as may be reasonably requested by the Collateral Agent from time to time in order to give effect to the terms, conditions, provisions, purpose and intent of this Agreement.

3.13 Credit Agreement to Govern

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and if there is any conflict or inconsistency

between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern and apply to the extent of the conflict or inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Secured Creditors under this Agreement after the security has become enforceable.

3.14 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

3.15 Language

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been drawn and will be drawn in English. *Les signataires à la présente confirment leur volonté que cette convention, de même que les documents s'y rattachant, soient rédigés en anglais seulement.*

3.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by one party to this Agreement to the other by facsimile transmission or e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC.**

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

2245073 ONTARIO INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

2246253 ONTARIO INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

GRASSHOPPER SOLAR FIT PROJECTS INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

CHI BIIDAASKE INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

HOWARD AVENUE SOLAR INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

2377512 ONTARIO INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

2410581 ONTARIO LIMITED

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

2428760 ONTARIO INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

ICM REALTY GROUP SOLAR 2013 INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

SPN LP 1, by its general partner, **SOLAR POWER NETWORK 009 INC.**

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

SPN LP 4, by its general partner, **SOLAR POWER NETWORK 009 INC.**

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

SPN LP 5, by its general partner, **SOLAR POWER NETWORK 009 INC.**

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

SPN LP 3, by its general partner, **SOLAR POWER NETWORK 001 INC.**

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

LDREC SPN LP, by its general partner,
SOLAR POWER NETWORK 003 INC.

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

CEW L3V SOLAR III LIMITED PARTNERSHIP, by its general partner,
MARINA DEL REY SOLAR INC.

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

Name: Annie Jaghatspanyan
Title: Vice President

Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

SCHEDULE A
NAME OF ASSIGNORS

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

SCHEDULE B
INSURANCE POLICIES

1. Policy number **COM52597887** (Commercial General Liability).

2. Policy number **COM52597887** (Property & Equipment Breakdown).

3. Policy number **CTX/627064** (Umbrella Liability).

CERTIFICATE OF INSURANCE

March 19, 2018
(Revised)

AGENT/BROKER
HUGH WOOD CANADA LTD.
4120 Yonge Street, Suite 201
Toronto, Ontario M2P 2B8
Tel: (416) 229-6600 Fax: (416) 229-6800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER AND IMPOSES NO LIABILITY ON THE INSURER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A — ROYAL & SUN ALLIANCE

INSURED:
Grasshopper Solar Corporation o/a Chi Biidaaske Inc. a/o GSC Solar Fund I GP Inc. a/o GSC Solar Fund I LP a/o 2245073 Ontario Inc. a/o 2246253 Ontario Inc. a/o Grasshopper Solar FIT Projects Inc. a/o Howard Avenue Solar Inc. a/o 2377512 Ontario Inc. a/o 2410581 Ontario Limited a/o 2428760 Ontario Inc. a/o ICM Realty Group Solar 2013 Inc. a/o SPN LP 1 a/o SPN LP 4 a/o SPN LP 5 a/o SPN LP 3 a/o LDREC SPN LP a/o CEW L3V Solar III Limited Partnership
5935 Airport Rd, Suite 210
Mississauga, ON L4V 1W5

COMPANY LETTER B — AXIS REINSURANCE COMPANY

COMPANY LETTER C

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policies period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Limit shown may have been reduced by paid claims.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY TERM (YY/MM/DD)	LIMITS OF LIABILITY	
A	COMMERCIAL GENERAL LIABILITY ☒ OCCURRENCE ☐ CLAIMS MADE	COM52597887	2017-JUL-26 TO 2018-JUL-26	Each Occurrence Limit General Aggregate Aggregate Limit – Products & Completed Operations Personal Injury Limit Tenants' Legal Liability Non-Owned Auto Liability Limited Pollution Liability DEDUCTIBLES: Each Loss except; Limited Pollution	$5,000,000 $25,000,000 $5,000,000 $5,000,000 $1,000,000 $5,000,000 $1,000,000 $5,000 $25,000
B	UMBRELLA LIABILITY ☒ OCCURRENCE ☐ CLAIMS MADE	CTX/627064	2017-NOV-17 TO 2018-NOV-17	Each Occurrence General Aggregate	$10,000,000 $10,000,000
A	PROPERTY & EQUIPMENT BREAKDOWN ☒ ALL RISK including Mechanical Breakdown, Flood, Earthquake, Sewer Back Up. Subject to all terms and conditions of the Royal & Sun Alliance Policy. Subject otherwise to the terms & conditions of the form.	COM52597887	2017-JUL-26 TO 2018-JUL-26	Equipment Value Business Interruption (24 mos) (See attached Master SOV for value per site) Replacement Cost Stated Amount Clause Fire Fighting Expenses Ingress / Egress	$37,926,828 $18,995,552 Included Included Included Included

				KEY SUB-LIMITS	
				Contingent Business Interruption	$500,000
				Debris Removal	$500,000
				Land/Water Pollution Clean Up	$250,000
				Extra Expense	$500,000
				Expediting Expenses	$500,000
				Property in Transit	$500,000
				Unnamed Locations	$500,000
				Professional Fees	$250,000
				Obstruction by Civil Authority	4 Weeks
				DEDUCTIBLES:	
				All Losses except;	$10,000
				Locations with Total Insured Value less than $500,000	$5,000
				4130 Bayview Avenue	25,000
				Flood	25,000
				Earthquake	3%/min $100,000
				Business Interruption (Waiting Period)	7 Days

DESCRIPTION OPERATIONS: Operation of Commercial solar systems

(i) Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent and Collateral Agent and (ii) Deutsche Bank Securities Inc., in its capacity as Technical Agent and (iii) the lenders party to that credit agreement dated on or about March 15, 2018 between, among others GSC Solar Fund I LP and GSC Solar Fund II LP, the Administrative Agent, the Collateral Agent and the financial institutions party thereto from time to time as lenders, and each of their respective successors and assigns are added as an Additional Insured but only for the vicarious liability arising from the acts of the Named Insured with respect to their operations *and* contractual obligations between the Named Insured and the Additional Insured

Deutsche Bank Trust Company Americas, in its capacity as Collateral Agent and its successors and assigns as First Loss Payee & Mortgagee with respect to the financed projects as per the Standard Mortgage Clause.

Waiver of Subrogation is in favour of Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent and Collateral Agent and its successors and assigns and the Lenders and their successors and assigns.

Policies are Primary and Non-Contributing.

CERTIFICATE HOLDER

Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent and Collateral Agent
60 Wall Street, 16th Floor
MS: NYC60-1630
New York, NY 10005

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will give sixty (60) days written notice to the certificate holder named herein under the Property and Equipment Breakdown policy and the Commercial General Liability policy.

HUGH WOOD CANADA LTD.
PER:



AUTHORIZED REPRESENTATIVE

This is Exhibit "Y" 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

BLOCKED ACCOUNT AGREEMENT (WITHOUT TRIGGER)

THIS AGREEMENT dated as of June 29, 2023

BETWEEN:

THE BANK OF NOVA SCOTIA

(hereinafter called "**Account Bank**")

AND:

GSC SOLAR FUND I LP

(hereinafter called "**Borrower**")

AND:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
in its capacity as agent for the Secured Creditors under the Credit Agreement

(together with any successor thereto acting in such capacity, the "**Agent**")

WHEREAS the Borrower, the Agent and the Lenders have entered into the Credit Agreement which provides, *inter alia*, for financing for the Borrower by the Lenders as contemplated therein;

AND WHEREAS in order to secure the Obligations of the Borrower, the Borrower has entered into the Collateral Documents, pursuant to which the Borrower has granted a security interest in favour of the Agent on behalf of itself and the Lenders in all of the Borrower's present and after acquired personal property including, among other things, all right, title and interest of the Borrower in and to certain present and future accounts, contract rights, general intangibles, documents, instruments, chattel paper, deposit and other bank accounts and proceeds of the foregoing;

AND WHEREAS the Borrower has established the accounts listed in Schedule A, as such Schedule may be amended, restated or replaced from time to time (collectively, the "**Accounts**") with the Account Bank.

NOW THEREFORE in order for the Borrower to comply with the requirements of the Credit Agreement and the other Financing Documents, and in consideration of the reciprocal obligations herein provided and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each of the Account Bank, the Borrower and the Agent agree as follows:

1. **Definitions**. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, all capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, the following terms shall have the following meanings:

   (a) "**Business Day**" means a day other than a Saturday or Sunday when the Account Bank is open for business in Toronto, Ontario;

   (b) "**Credit Agreement**" means the second amended and restated credit agreement dated as of June 29, 2023 entered into between, among others, the Borrower, as a borrower, the Agent, as administrative agent for the Lenders, and the Lenders, as lenders, as the same may be amended, varied, supplemented, restated, renewed or replaced at any time and from time to time;

   (c) "**Lenders**" means all Persons who from time to time are Lenders under the Credit Agreement including the successors and assigns of all such entities including, without limitation, each successor arising as a result of an amalgamation or other corporate reorganization or as a result of a partnership being dissolved and a new partnership constituted in its place to carry on its business or one or more members of a partnership being replaced with new members; and

   (d) "**Effective Date**" means the date that is three (3) Business Days after the date hereof.

2. **Establishment of Accounts**. The Account Bank will maintain the Accounts as long as the Borrower is in compliance with the terms of the Account Bank's account documentation with respect thereto.

3. **Deposits to Accounts**. Pursuant to the Credit Agreement, the Borrower has agreed to establish the Accounts with the Account Bank and to deposit or cause to be deposited to the Accounts funds in the manner specified in Article 8 of the Credit Agreement.

4. **Security Interest of Agent and Lenders**. The Borrower has granted to the Agent, for and on behalf of itself and the Lenders, a security interest in and lien upon, and pledged to the Agent, all of its assets, which include cheques, drafts and other instruments received for deposit in the Accounts and all amounts at any time in or attributable to the Accounts, as security for the Obligations of the Borrower to the Agent and the Lenders. The Agent acknowledges and agrees that it shall take whatever action it considers appropriate and necessary to protect and enforce its rights respecting the Accounts, including completion and registration of any documents or financing statements in order to perfect any security interests in the Accounts. The Account Bank makes no representations and assumes no liability respecting the validity or the enforceability of any security interest the Agent and the Lenders, or any other party may have relating to the Accounts or the existence of any other liens or other interests respecting the Accounts. The Account Bank assumes no responsibility or liability for maintaining the perfection, registration or validity of the security interest of the Agent in the Accounts.

5. **Authority**. The Borrower waives authority to withdraw any amounts from, to draw upon or otherwise exercise any authority or powers with respect to the Accounts and all amounts held therein and the Accounts shall be under the sole dominion and control of the Agent. The Account Bank will make commercially reasonable efforts to effect the changes required hereby, provided that the Account Bank may require up to three (3) Business Days to implement such changes required hereby and will not be liable for (a) any instructions from the Borrower that have been processed prior to the Effective Date or (b) irrevocable electronic funds transfers or wire transfers that are subject to cut-off times and have been processed prior to the Effective Date.

6. **No Duty to Inquire**. Subject to Section 12, the Account Bank will not have any duty to inquire whether or not the Agent is entitled to give, and has no duty to question, instructions, certificates or notices pursuant to any of the provisions of this Agreement or any other agreement. Any instructions, certificates or notices given by the Agent will be conclusive authority for the Account Bank to act in accordance with the instructions, certificates or notices whether or not the Agent is acting in good faith. The Account Bank is not obliged or required to monitor any requirements or obligations of the Agent or the Borrower pursuant to this Agreement or any other agreement.

7. **Account Transfers**. If at any time the Account Bank terminates this Agreement, all amounts in the Accounts shall automatically and without further direction be remitted, at the Borrower's cost and expense, by transfer solely to the account of the Agent (the "**Agent Account**") then specified by it in writing to the Account Bank.

8. **Reporting**. At such time or times as the Agent may request, the Borrower will be responsible for providing copies of the DDA statements and cheques to the Agent. The Account Bank will make the necessary changes to ensure the Borrower's DDA statements are mailed to the Agent directly. The Borrower hereby expressly consents to the release of this information by the Account Bank to the Agent. The Borrower will reimburse the Account Bank for its reasonable expenses in providing such items to the Agent.

9. **Charges and Waiver of Right of Set-Off**. The Borrower shall be and at all times remain liable to the Account Bank for any and all fees and service charges relating to the Accounts and chargebacks for any cheques, drafts and other payment items dishonoured or otherwise returned to the Account Bank with respect to the Accounts (all such fees, service charges and chargebacks being hereinafter referred to, collectively, as "**Charges**"). The Borrower and the Agent hereby acknowledge and agree that the Account Bank shall be entitled to recover any and all Charges from the Accounts and the Account Bank is hereby authorized to debit the Accounts at any time to recover any and all Charges; provided that the Account Bank shall first charge the Borrower Revenue Account for any such Charges before charging any other Account. The Account Bank may exercise its rights of set-off, consolidation and banker's lien to the extent required to satisfy any Charges associated with the Accounts, provided, that the Account Bank shall not exercise any such rights with respect to other liabilities owed to it by the Borrower. If there are insufficient funds on deposit in the Accounts to cover any outstanding Charges, the Borrower shall promptly pay to the Account Bank the amount of such Charges upon

demand by the Account Bank. If the Borrower fails to pay such amount within ten (10) days of demand by the Account Bank, the Agent shall promptly pay to the Account Bank the amount of all such outstanding Charges upon written notification from the Account Bank.

10. **Compliance with Court Order**. Notwithstanding any other provision contained herein, the Account Bank shall have the right to automatically freeze or debit the Accounts in accordance with any court order or notice of garnishment received by it, or any other legal requirement with which the Account Bank reasonably determines it is required to comply.

11. **Indemnity**. The Borrower shall indemnify and hold harmless the Account Bank, its employees, officers and directors from and against any and all loss, liability, cost, claim and expense incurred (including, without limitation, reasonable legal fees and expenses) by the Account Bank, its employees, officers and directors with respect to the performance of this Agreement, including, without limitation, claims that the Account Bank was not properly authorized to transfer credit balances from the Accounts to the Agent Account, except for such loss, liability, cost, claim and expense incurred as a result of gross negligence or willful misconduct of the Account Bank.

12. **Scope of Duty**. The Account Bank undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Accounts with the degree of skill and care that the Account Bank accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement, the parties agree that the Account Bank shall not be liable for any action taken by it or any of its directors, officers or employees in accordance with this Agreement except for its or their own gross negligence or willful misconduct. In no event shall the Account Bank be liable for losses or delays resulting from *force majeure*, computer malfunctions, interruption of communication facilities or other causes beyond the Account Bank's control or for indirect or consequential damages.

13. **Termination**. The Borrower shall have no right to modify or terminate this Agreement or any account agreement relating to the Accounts without the written consent of the Agent. The Account Bank may terminate this Agreement and/or any account agreement relating to the Accounts upon thirty (30) days prior notice to the Agent thereof. The Agent may terminate this Agreement at any time. If this Agreement is terminated, the Account Bank shall remit the entire balance of the Accounts as provided in Section 7 hereof save and except for the amount of any Charges owing to the Account Bank and subject to the rights of the Account Bank set out in Section 9 hereof.

14. **Amendments**. No change or modification of this Agreement is binding upon the parties unless it is in writing and signed by the Agent, the Borrower and the Account Bank.

15. **Successors and Assigns**. This Agreement shall be binding upon the Account Bank and its successors and assigns and enure to the benefit of the Agent and its successors and assigns.

16. **Notices**. Any notices or instructions permitted or required pursuant to this Agreement shall be in writing and shall be delivered to the party for which it is intended by registered mail (postage prepaid), prepaid courier or facsimile to the address of such party indicated below, or at such other address as any party hereto may stipulate by notice to the other parties from time to time. Any notice sent by registered mail shall be deemed to be received by the party for which it is on the date of actual delivery. Any notice delivered by prepaid courier shall be deemed to be received by the party for which it is intended on the date of actual delivery thereof if such delivery occurs prior to 5:00 p.m. on such Business Day and, otherwise, on the next following Business Day. Any notice sent by facsimile shall be deemed to be received by the party for which it is intended on the next Business Day following transmission. The addresses for notice of the parties are as follows:

Agent:

Deutsche Bank Trust Company Americas
CIB-Global Transaction Banking
Trust & Agency Services (TAS)
1 Columbus Circle, 17th Floor
Mail Stop: NYC01-1710
New York, NY 10019

Attention: Project Finance Agency Services – GSC Solar Fund II LP
Email: jennifer.vandyne@db.com

Account Bank:

The Bank of Nova Scotia – Business Service Centre
4715 Tahoe Boulevard
Mississauga, Ontario L4W 0B4

Attention: Director/Manager
Subject line: Blocked Account Agreement
Email: bsc@scotiabank.com

Borrower:

GSC Solar Fund I LP
c/o Grasshopper Solar Corporation
5750 Timberlea Boulevard, Unit 16
Mississauga, Ontario
L4W 5B9

Attention: Himanshu Sarin, Senior Vice President
Email: himanshu.sarin@grasshopperenergy.com
Telephone: (289) 326-3932

17. **Severability**. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Agreement shall continue in full force and effect.

18. **Further Assurances**. The parties agree that each of them shall, upon reasonable request of the other, do, execute, acknowledge and deliver such acts, deeds and agreements as may be necessary or desirable to give effect to the terms of this Agreement.

19. **Counterparts**. This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same Agreement. Delivery of an executed signature page to this Agreement by any Person by facsimile transmission shall be as effective as delivery of a manually executed copy of this Agreement by such Person.

20. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

21. **Jurisdiction**. Without prejudice to the ability of the Account Bank and the Agent to enforce this Agreement in any other proper jurisdiction, the Borrower irrevocably submits and attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario. To the extent permitted by applicable law, the Borrower irrevocably waives any objection (including any claim of inconvenient forum) that it may now or hereafter have to the venue of any legal proceeding arising out of or relating to this Agreement in the courts of such Province. In addition, the Borrower irrevocably waives, to the fullest extent permitted by applicable law (a) any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding brought in any court referred to in this Section 21; and (b) any claim that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the day and year first above written.

THE BANK OF NOVA SCOTIA, as Account Bank

Per: _____

Name: Caitlin Furtado
Title: Director, National Accounts

Per: _____

Name: Sebastian Reveredo
Title: Director, National Accounts

GSC SOLAR FUND I LP, by its general partner,
GSC SOLAR FUND I GP INC., as Borrower

Per: _____

Name: Azeem Qureshi
Title: Director

DocuSign Envelope ID: FD6DBDD4-4A14-4D72-AFAB-3B7D80F02970

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Agent

Per: DocuSigned by: Jennifer Van Dyne F19A8D0C1AC441A...
Name: Jennifer Van Dyne
Title: Vice President

Per: DocuSigned by: Randy Kahn 3985FECAAE66402...
Name: Randy Kahn
Title: Director

SCHEDULE A

ACCOUNTS

Account No. 47696 05796 10	-	Borrower Revenue Account
Account No. 47696 02995 10	-	Debt Service Reserve Account
Account No. 47696 05651 13	-	Master Reserve Account
Account No. 47696 05563 19	-	Distribution Reserve Account

21

This is Exhibit “Z” 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

Enquiry Result

File Currency: **10SEP 2025**

Show All Pages

All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND I LP						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	737131959	1	1	1	3	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
737131959		001	002		20180309 1524 1862 8191	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND I GP INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND I LP				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Secured Party	**Secured Party / Lien Claimant**				
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT				
	Address		**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16		NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. PORIME)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR FUND I LP							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	737131959	1	1	2	3	09MAR 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737131959		002	002		20180309 1524 1862 8191		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR FUND I LP				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	737131959	1	1	3	3

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8990	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737131959			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR FUND I GP INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

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LAST PAGE

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This is Exhibit "AA" 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

GENERAL SECURITY AGREEMENT

TO: Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

GRANTED BY: GSC Solar Fund I GP Inc. (together with its successors and permitted assigns, the "**Debtor**")

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become from time to time lenders pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to make available to the Debtor certain credit facilities upon the terms and conditions contained therein.

B. The Debtor is required to enter into this Agreement, among others, as security for its Obligations to the Secured Creditors.

C. The security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

The parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

The terms "Accessions", "Account", "Account Debtor", "Chattel Paper", "Document of Title", "Equipment", "financing change statement", "financing statement", "Futures Account", "Futures Contract", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", and "Proceeds" whenever used herein have the meanings given to those terms in the PPSA.

The terms "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the STA.

1.2 Definitions

Wherever used in this Agreement, capitalized terms not otherwise defined have the meanings given to them in the Credit Agreement. The following words and terms have the meanings set out below:

"**Agreement**" means this general security agreement, including all schedules, and all amendments or restatements as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Collateral**" has the meaning specified in Section 2.1.

"**Contracts**" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person which does not constitute Investment Property, whether written or unwritten, to which the Debtor is now or subsequently a party or has a benefit, right, or in which the Debtor now has or subsequently acquires an interest.

"**Control Agreement**" means any present or future agreement or agreements entered into by the Debtor, the Collateral Agent and the applicable issuer, securities intermediary or futures intermediary, whereby the parties intend for the Collateral Agent to obtain control (as provided for in the STA) of Investment Property.

"**Credit Agreement**" has the meaning specified in the recitals.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Pledged Securities means:

(a) in the case of Pledged Securities constituting certificated securities, transfer thereof to the Collateral Agent or its nominee by physical delivery of the security certificates to the Collateral Agent or its nominee, such Pledged Securities to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Collateral Agent;

(b) in the case of Pledged Securities constituting uncertificated securities, (A) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, registration thereof on the books and records of the issuer thereof in the name of the Collateral Agent or its nominee;

(c) in the case of Pledged Securities constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (A) the execution and delivery by the relevant securities intermediary of an effective Blocked Accounts Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, completion of all actions necessary to constitute the Collateral Agent or its nominee the entitlement holder with respect to each such security entitlement; and

in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Pledged Securities in favour of the Collateral Agent or its nominee.

"**Financial Close**" means the date on which the conditions set out in Section 5.1 of the Credit Agreement have been satisfied or waived to the satisfaction of all of the Lenders.

"**Intellectual Property Rights**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, inventions, know-how and other intellectual property rights, whether registered or unregistered.

"**Obligations**" means all of that Debtor'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, provided that Obligations shall not include any obligation, liability or indebtedness related to any MicroFIT Project.

"**Pledged Securities**" means all Equity Securities of or in the capital stock of any entity in which an ownership interest is held by the Debtor as of the date hereof, as more particularly described in Schedule A, and all Equity Securities of or in the capital stock of any entity acquired by the Debtor at any time following the date hereof.

"**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c.P.10.

"**Relevant Property**" has the meaning specified in Section 2.4.

"**Security Interest**" has the meaning specified in Section 2.1.

"**STA**" means the *Securities Transfer Act*, 2006, S.O. 2006, c. 8, as amended.

1.3 Certain Rules of Interpretation

In this Agreement:

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without reference to conflicts of laws principles. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and such courts shall have jurisdiction to deal with all matters relating to the interpretation of, or enforcement of rights under this Agreement, and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of such courts without prejudice to or limitation of any other rights or remedies available under the laws of any other jurisdiction where property or assets of the Debtor may be found.

(b) **Headings.** Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) **Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Severability.** If any covenant, obligation or agreement of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid, illegal or unenforceable in any jurisdiction under any Applicable Law, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances or in other jurisdictions other than those as to which it is held invalid, illegal or unenforceable, and each covenant, obligation and agreement of this Agreement shall be separately valid, legal and enforceable to the fullest extent permitted by Applicable Law.

(g) **Statutory references.** A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

(h) **References to Agreements.** The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted.

(i) **Paramountcy.** If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

1.4 Entire Agreement

This Agreement, the Credit Agreement and the other Financing Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Credit Agreement and the other Financing Documents.

ARTICLE 2
SECURITY INTERESTS

2.1 Security Interest

As general and continuing security for the payment and the performance of its Obligations, the Debtor 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 all right, title and interest in, to and under all of the Debtor's present and after-acquired personal property, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in all property of the following kinds (as applicable):

(i) Contracts: all present and future Contracts (including, without limitation, any present and future Project Agreements) to which the Debtor is a party, and the Debtor's right, title and interest in any authorizations, permits, consents, licences or similar approvals (including all Project Approvals) relating to a Project;

(ii) Project Agreement Security: all construction, completion and performance bonds, sureties, guarantees, letters of credit or other financial instruments and all similar contracts, instruments and agreements in favour of or for the benefit of the Debtor and any other security provided by any contractor or service provider in favour or for the benefit of the Debtor from time to time;

(iii) Collateral Accounts: the Collateral Accounts, and all amounts hereafter deposited to, and all Permitted Investments or other approved investments now or hereafter forming any part of, any of the Collateral Accounts;

(iv) Receivables: 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 to the Debtor;

(v) Inventory: all Inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all Goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor;

(vi) Equipment: all machinery, Equipment, fixtures, furniture, plant, vehicles and other tangible personal property of whatever nature or kind which is not Inventory;

(vii) Chattel Paper: all Chattel Paper;

(viii) Documents of Title: all Documents of Title, whether negotiable or not, including without limiting the generality of the foregoing, all warehouse receipts and bills of lading;

(ix) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other Securities and all Instruments, Investment Property, Financial Assets, Securities Accounts and Security Entitlements;

(x) Intangibles: all Intangibles not otherwise described in this Section 2.1, including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property or intellectual property;

(xi) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(xii) Insurance: all insurance policies in which the Debtor now or hereafter has rights;

(xiii) Books, Records, Etc.: all books, papers, Accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts, securities, Instruments and other rights and benefits in respect thereof;

(xiv) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and

(xv) Proceeds: all Proceeds and renewals of any of the foregoing Collateral 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.

The foregoing is collectively referred to herein as the "**Collateral**". Notwithstanding anything to the contrary herein, the Collateral shall not include FIT Contracts for MicroFIT Projects.

2.2 Attachment

Each of the Debtor 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 the Debtor and the Collateral Agent of this Agreement, and, as to after-acquired Collateral, as soon as the Debtor acquires rights therein. This Agreement constitutes a "security agreement" as that term is defined in the PPSA.

2.3 Leases

The last day of any term reserved by any real property lease or sub-lease, written or unwritten, or any agreement to lease or sub-lease real property, now held or subsequently acquired by the Debtor is excepted out of the Security Interest. As further security for the payment of the Obligations, the Debtor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Collateral Agent for the purpose of this Agreement. The Debtor shall assign and dispose of the same in such manner as the Collateral Agent may from time to time direct in writing without cost or expense to the Collateral Agent. Upon any sale, assignment, sub-lease or other disposition of such lease, sub-lease or agreement to lease or sub-lease, the Collateral Agent shall, for the purpose of vesting the residue of any such term in any purchaser, sub-lessee or such other acquiror of the real property lease, sub-lease, agreement to lease or sub-lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Debtor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.4 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any Contract or agreement to the extent that such Contract or agreement is not assignable or requires the consent of a third party to its assignment unless such consent has been obtained, due to (a) its provisions (other than a contract or agreement that is the whole of an account or chattel paper for money due or to become due), or (b) Applicable Law. In each such case, following the occurrence of an Event of Default and during the continuance thereof, the Debtor shall, unless the Collateral Agent otherwise agrees in writing, promptly, upon written request by the Collateral Agent, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Collateral Agent to any third party as a result of the exercise by the Collateral Agent of remedies. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Contract or agreement without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the Debtor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or agreement in question, hold all benefit to be derived from such Contracts or agreements in trust for the Collateral Agent (including, without limitation, the Debtor's beneficial interest in any Contract or agreement which may be held in trust for the Debtor by a third party), as additional security for the payment of the Obligations and shall deliver up all such benefit to the Collateral Agent, promptly upon demand by the Collateral Agent following the occurrence of an Event of Default and during the continuance thereof.

Notwithstanding the generality of the foregoing paragraph, the Security Interest shall not extend to, and the Collateral will not include, any authorizations, permits, consents, licences and similar approvals relating to a Project (the "**Relevant Property**") to the extent that the creation of the Security Interest therein would constitute a breach of the terms thereof or constitute a default or breach of contractual obligations of the Debtor or would be precluded or is not possible under Applicable Law, but the Debtor shall hold its interest in the Relevant Property in trust for the Collateral Agent and shall assign such Relevant Property to the Collateral Agent immediately upon obtaining the consent of any other party thereto or, if applicable, any Governmental Authority.

ARTICLE 3
OBLIGATIONS SECURED

3.1 Obligations

The Collateral constitutes and will constitute continuing security for all of the Obligations, as defined and used in the Credit Agreement, of the Debtor.

ARTICLE 4
DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor acknowledges that the Collateral Agent is relying upon the representations and warranties set forth in the Credit Agreement in entering into this Agreement. All representations and warranties of the Debtor made in this Agreement or in the Credit Agreement delivered by or on behalf of the Debtor to or for the benefit of the Collateral Agent are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect until there are no further Obligations. The Collateral Agent shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Collateral Agent at any

time. In addition, the Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:

(a) **Legal Name.** The name of the Debtor as set out in preamble above is its correct legal name.

(b) **Uncertificated Securities.** None of the Collateral that is an interest in a partnership or a limited liability company:

(i) is dealt in or traded on any securities exchange or in any securities market;

(ii) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or

(iii) is held in a Securities Account;

except for any such Collateral of which the Collateral Agent or its nominee has "control" within the meaning of the STA.

The Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, in respect of the Pledged Securities owned by it (if applicable), as follows:

(a) It is the registered and beneficial owner of such Pledged Securities subject only to the security interests created by this Agreement, the other Financing Documents and the Permitted Liens.

(b) All Collateral consisting of Pledged Securities has been duly authorized and validly issued, is outstanding as fully paid and non-assessable, and constitutes 100% of the issued and outstanding ownership interest of the Debtor in the applicable entity.

(c) None of its rights arising as the legal and beneficial owner of such Pledged Securities have been surrendered, cancelled or terminated.

(d) There is no default or dispute existing in respect of such Pledged Securities.

(e) All such Pledged Securities are certificated and have been Delivered to the Collateral Agent.

4.2 Covenants

The Debtor acknowledges that the Collateral Agent is relying upon the covenants given by the Debtor under the Credit Agreement in connection with this Agreement and that such covenants shall be continuing covenants as provided in and subject to the terms of the Credit Agreement. In addition, unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Notification to Collateral Agent.** The Debtor shall promptly notify the Collateral Agent of:

(i) Claims and Encumbrances – Any material claim, Lien or encumbrance made or asserted against any of the Collateral other than Permitted Liens;

(ii) Loss or Damage – Material loss or damage to or loss of possession of all or a material part of the Collateral other than by disposition in accordance with the terms of the Project Agreements and the Financing Documents; and

(iii) Account Debtor Non-Performance – Any failure of any Account Debtor, any securities intermediary in respect of a Securities Account or any futures intermediary in respect of a Futures Account in payment or performance of obligations due to the Debtor which may materially affect the Collateral.

(b) **No Accessions or Fixtures.** Subject to the terms of the Project Agreements and the Financing Documents, the Debtor shall prevent the Collateral from becoming an Accession to any property other than the Collateral or from becoming a fixture unless the Security Interest ranks prior to the interests of all other persons in the applicable real property.

Unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Additional Certificates**

(i) if the Debtor receives or becomes entitled to receive any security certificate, unit certificate or other instrument in respect of the Pledged Securities, the Debtor shall accept same as the Collateral Agent's agent, hold such security certificate, unit certificate or other instrument in respect of the Pledged Securities in trust for the Collateral Agent and immediately Deliver them to the Collateral Agent (or to the Collateral Agent's nominee, as the Collateral Agent may direct) in the exact form received, as additional security for the Obligations; and

(ii) if any Restricted Payment (other than as permitted under the Credit Agreement) is made in respect of the Pledged Securities or any property is distributed with respect to the Pledged Securities pursuant to the recapitalization, reclassification or reorganization of the capital of any entity in which the Debtor holds an ownership interest, the property so distributed shall be Delivered to the Collateral Agent, or its agent or nominee as the Collateral Agent may direct, to be held by it as part of the Pledged Securities.

(b) **Issuance of Pledged Securities.** The Debtor shall not permit any issuance of Pledged Securities unless such Pledged Securities are, immediately upon their issuance, pledged in favour of and Delivered to the Collateral Agent and the Debtor does, 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 additional securities within the meaning of the STA.

(c) **Defend.** The Debtor shall, on written request of the Collateral Agent, defend the Collateral Agent's right, title and security interest in and to all the Pledged Securities against the claims and demands of all other Persons.

(d) **No Granting of Control.** Subject to the provisions of the Credit Agreement, the Debtor may not:

(i) deliver any Pledged Securities that constitute uncertificated securities to any Person other than the Collateral Agent;

(ii) consent to any agreement whereby any entity in which the Debtor holds an ownership interest agrees to comply with instructions that are originated by any Person other than the Collateral Agent in respect of any Pledged Securities that constitute uncertificated securities; or

(iii) assign, transfer or grant a security interest to any other Person or in any other manner further encumber the Pledged Securities, other than pursuant to the Financing Documents or any Permitted Lien.

ARTICLE 5
RIGHTS RELATING TO SECURED PROPERTY

5.1 Debtor's Rights before Default

Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the other Financing Documents, the Debtor is entitled to deal with the Collateral in the ordinary course of business, provided that, no action shall be taken which would impair the effectiveness of the Security Interest created by this Agreement or the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement or any other Financing Document. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor shall and shall be deemed to hold all Proceeds constituting Collateral in trust, separate and apart from other Money, Instruments, Investment Property or property, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full.

5.2 Voting Rights

(a) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, the Debtor may exercise all voting rights in respect of any Collateral that is Investment Property (including the Pledged Securities) ("**Applicable Investment Property**") and to give consents, waivers, directions, notices and ratifications and to take other action in respect thereof, except that no votes may be cast or consent, waiver, directions, notice or ratification given or action taken which would:

(i) impair the effectiveness of the Security Interest;

(ii) impair the value of or restrict the transferability of the Applicable Investment Property (including the Pledged Securities); or

(iii) be inconsistent with or violate any provisions of this Agreement or any other Financing Document.

(b) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, if any of the Applicable Investment Property are registered or otherwise held in the Collateral Agent's or its nominee's name, the Collateral Agent, on the Debtor's written request, shall execute and deliver or cause its agent or nominee to execute and

deliver to the Debtor suitable proxies, voting powers or powers of attorney in favour of the Debtor or its nominee or nominees for voting, giving consents, waivers, directions, notices or ratifications or taking any other action the Debtor is permitted to take in respect of such Applicable Investment Property.

5.3 Dividends and Distributions

Until the occurrence of an Event of Default which is continuing, the Debtor shall be entitled to receive and deal with (except as otherwise restricted by this Agreement or the Credit Agreement) any interest and regular cash dividends at any time payable on or with respect to any Applicable Investment Property to the extent such amounts are expressly permitted by the Credit Agreement, and the Collateral Agent shall immediately deliver to the Debtor such interest or regular cash dividends received by the Collateral Agent.

5.4 Rights and Duties of the Collateral Agent

Upon the occurrence of an Event of Default and during the continuance thereof, all of the Debtor's rights pursuant to Sections 5.1 and 5.2 will cease and the Collateral Agent may enforce any of the Debtor's rights with respect to any Applicable Investment Property. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor will and will be deemed to hold all Applicable Investment Property not under the control of the Collateral Agent in trust, separate and apart from other property and assets of the Debtor, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full, and the Debtor shall forthwith Deliver any such Applicable Investment Property to the Collateral Agent, or its nominee or agent, as the Collateral Agent may direct, to the extent the Debtor has not already Delivered such Applicable Investment Property to the Collateral Agent. The Collateral Agent and its nominee shall not have any duty of care with respect to the Applicable Investment Property other than to use the same care in the custody and preservation of the Applicable Investment Property as it would with its own property. The Collateral Agent or its nominee shall have no obligation to take any steps to defend or preserve the Debtor's rights against the claims or demands of others. The Collateral Agent or its nominee, however, shall give the Debtor notice of any claim or demand of which it becomes aware to permit the Debtor to have a reasonable opportunity to defend or contest the claim or demand.

ARTICLE 6
REMEDIES

6.1 Collateral Agent's Rights and Remedies

Following the occurrence of an Event of Default and during the continuance thereof, subject to the terms of the Credit Agreement, all of the Obligations shall, at the Collateral Agent's option (as instructed by the Administrative Agent) and without notice to the Debtor, become immediately due and payable and the Collateral Agent may, upon instructions from the Administrative Agent, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement and in the Credit Agreement, (including, without limitation, the signification and collection of the Debtor's Accounts), or otherwise afforded by law, in equity or otherwise. The Collateral Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Collateral Agent expressly retains all rights and remedies not inconsistent with the provisions of this Agreement including all the rights it may have under the PPSA. The Collateral Agent shall hold all proceeds from enforcement of the rights and remedies below for the benefit of the Secured Creditors. Subject to the terms of the Credit Agreement, the Collateral Agent may, upon the occurrence of any Event of Default and during the continuance thereof, and acting on the advice

of counsel or upon instructions from the Administrative Agent, to the extent permitted by Applicable Law:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver (which term shall include a receiver, a manager or a receiver and manager) of the Debtor and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Collateral Agent, with respect to responsibility for its acts, shall, to the extent permitted by Applicable Law, be deemed the agent of the Debtor and not of the Collateral Agent. Where the "Collateral Agent" is referred to in this Article, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.

(b) **Enter and Repossess.** In accordance with Applicable Law, enter the Debtor's premises and repossess, disable or remove the Collateral, provided that with respect to any premises for which a Lease Agreement is in place, the Collateral Agent will comply with the terms and conditions of the rights of access granted therein or in any applicable Landlord Agreement.

(c) **Retain the Collateral.** Retain and administer the Collateral in the Collateral Agent's sole and unfettered discretion.

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Debtor to the extent permitted by law. The Collateral Agent may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Collateral Agent may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Collateral Agent has taken possession of the Collateral.

(e) **Foreclosure.** Foreclose upon the Collateral.

(f) **Investment Property.**

(i) Disposal – Without limiting the generality of Section 6.1(d), the Debtor acknowledges that when disposing of any Investment Property (including any Pledged Securities), the Collateral Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. The Debtor acknowledges and agrees that any such private sale may result in

prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Collateral Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

(ii) Exercise of Rights – Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may elect by written notice to the Debtor and to an officer of the issuer of the Investment Property or to any securities intermediary or futures intermediary in respect of the Investment Property, as may be applicable, that all or part of the rights of the Debtor in the Investment Property including, the right to vote, give consents, entitlement orders, instructions, directions, waivers or ratifications and take other actions and receive interest or regular cash dividends, payments or other distributions, shall cease, and upon such election all such rights shall become vested in the Collateral Agent or as it may direct.

(iii) Registration and Control – Require that the Investment Property be registered in the name of the Collateral Agent or as it may direct, that delivery of the Investment Property be made to the Collateral Agent or that control of the Investment Property be obtained by the Collateral Agent, or as it may direct, in accordance with the provisions of the STA and the Collateral Agent may then, without notice, exercise any and all voting rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Investment Property without the consent of the Debtor as if it were the absolute owner, including the right to exchange at its discretion, any and all of the Investment Property upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Investment Property and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, securities intermediary, futures intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine.

(g) **Collection of Accounts.** Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent, whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, acting in a commercially reasonable manner and in accordance with the credit agreement, to notify and direct Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange to make all payments to the Collateral Agent, and the Collateral Agent shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange and any Proceeds as part of the Collateral. Upon the occurrence of an Event of Default and during the continuance thereof, any payments received by the Debtor in respect of the Collateral shall be held by the Debtor in trust for the Collateral

Agent in the same medium in which it was received, shall not be commingled with any assets of the Debtor and shall, at the request of the Collateral Agent be turned over to the Collateral Agent not later than the next Banking Day following the day of such request from the Collateral Agent.

(h) **Carry on Business.** Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Collateral Agent sees fit. The Collateral Agent shall not be liable to the Debtor in respect of any related rent, costs, charges, depreciation or damage in so doing.

(i) **Payment of Encumbrances.** Pay any encumbrances or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations.

(j) **Payment of Deficiency.** If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Collateral Agent any deficiency and the Collateral Agent may sue the Debtor to collect the amount of such deficiency.

(k) **Dealing with Collateral.** Subject to Applicable Law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Collateral Agent advisable and without notice to the Debtor. The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Obligations.

(l) **Disposition of Pledged Securities.** The Collateral Agent shall give to the Debtor at least three Banking Days' written notice of any sale or disposition pursuant to paragraph (d) above of any Pledged Securities. If there is a sale of Pledged Securities pursuant to paragraph (d), the Debtor agrees to provide all information, certificates and consents required under applicable securities laws or under the rules, by-laws or policies of the exchange(s) on which any of the Pledged Securities may be listed and posted for trading to permit the sale of the Pledged Securities in compliance with such applicable laws, rules, by-laws or policies.

6.2 Power of Attorney

Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor constitutes and appoints the Collateral Agent from time to time, or any receiver appointed of the Debtor as provided for in this Agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do any and all acts and things, complete any endorsements, stock transfer powers or registrations and make and execute all such documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Collateral

Agent or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Debtor upon the occurrence of an Event of Default and during the continuance thereof. The Debtor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration and shall terminate only upon written release by the Collateral Agent of the Debtor's obligations under this Agreement executed and delivered by the Collateral Agent (or its nominee(s)).

6.3 Assemble the Collateral

To assist the Collateral Agent in the implementation of such rights and remedies, the Debtor will, at its own risk and expense and immediately upon the Collateral Agent's request following the occurrence of an Event of Default and during the continuance thereof, assemble and prepare for removal such items of the Collateral as are selected by the Collateral Agent as shall, in the Collateral Agent's sole judgment, have a value sufficient to cover all the Obligations.

6.4 Allocation of Proceeds

Subject to the Credit Agreement, all monies collected or received by the Collateral Agent in respect of the Collateral may be held by the Collateral Agent and may be applied on account of such parts of the Obligations in accordance with priority of payment provisions set forth in the Credit Agreement.

6.5 Waivers and Extensions

Subject to the Credit Agreement, the Collateral Agent may waive default or any breach by the Debtor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Collateral Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Collateral Agent resulting therefrom. Any such waiver must be in writing and signed by the Collateral Agent to be effective.

Subject to the Credit Agreement and if so instructed by the Administrative Agent, the Collateral Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as the Collateral Agent may see fit without prejudice to the liability of the Debtor to the Collateral Agent, or the Collateral Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Collateral Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Collateral Agent or otherwise preclude the Collateral Agent from enforcing such rights.

6.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Collateral Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either

expressly or by course of conduct by the Collateral Agent 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 right or remedy of the Collateral Agent under this Agreement as a result of any other default or breach under this Agreement.

6.7 Effect of Possession or Receiver

Following the occurrence of an Event of Default and during the continuance thereof, as soon as the Collateral Agent takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent or the receiver.

6.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may at any time and from time to time without notice to the Debtor (it being expressly waived by the Debtor) set-off and compensate and apply any and all Collateral to or for the credit of or the account of the Debtor, against and on account of the Obligations, even if any of them are contingent or unmatured.

6.9 Limitation of Liability

(a) The Collateral Agent shall not be liable or accountable:

(i) by reason of any entry into or taking possession of all or any of the Collateral, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

(ii) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Collateral Agent, the Debtor or any other person in respect of same.

(b) The Collateral Agent shall not by virtue of this Agreement be deemed to be a mortgagee in possession of the Collateral. The Debtor releases and discharges the Collateral Agent and the receiver from every claim of every nature that may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of anything done by the Collateral Agent or any successor or assign claiming through or under the Collateral Agent or the receiver under the provisions of this Agreement unless such claim is the result of gross negligence or wilful misconduct.

(c) The Collateral Agent shall not be responsible for any loss occasioned by:

(i) any sale or other dealing with the Pledged Securities (whether commercially reasonable or not, but subject to Applicable Law); or

(ii) the retention of, or failure to sell or otherwise deal with the Pledged Securities,

unless the result of gross negligence or wilful misconduct by the Collateral Agent or any receiver appointed by the Collateral Agent (including the officers, employees, servants or agents of such parties).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, demand, consent, approval or other communication required or permitted to be given in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

7.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by each party to this Agreement.

7.3 Enurement

This Agreement shall be binding on each of the Debtor and the Collateral Agent, and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns, and shall enure to the benefit of each of the Debtor and the Collateral Agent and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns.

7.4 Further Assurances

The Debtor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Collateral Agent as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

7.5 Continuing Security

The security constituted by this Agreement is not in substitution for any other security for the Obligations under the Financing Documents or for any other agreement between the parties creating a security interest in all or part of Collateral, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Debtor and the Collateral Agent expressly provide to the contrary in writing.

7.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Debtor acknowledges receiving a copy of this Agreement, and further agrees that a photocopy or PDF copy of this Agreement or of a financing statement is sufficient.

7.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement*.

7.8 Security Interest Effective Immediately

The Security Interest shall take effect forthwith upon the execution of this Agreement by each of the Debtor and the Collateral Agent.

7.9 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

7.10 Discharge

(a) The security granted hereby and the obligations of the Debtor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations, following which the Collateral Agent shall, upon the written request of the Debtor and at the expense of the Debtor, release and discharge the Security Interest and execute and deliver to the Debtor such documents as shall be requisite to release and discharge the Security Interest.

(b) In the event of a disposition of Assets by the Debtor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall release and discharge the Security Interest as it relates to any property so disposed, if applicable, and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interest as it relates to any property so disposed.

[*Signature pages to follow*]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

GSC SOLAR FUND I GP INC.

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name:
Title: Annie Jaghatspanyan
Vice President

By: _____
Name:
Title: ROBERT S. PESCHLER
VICE PRESIDENT

SCHEDULE A — PLEDGED SECURITIES

Pledgor	Pledged Entity	Type and Class of Equity Security (e.g., common shares, partnership interests)	Certificate No.	Percentage of Total Class Outstanding
GSC Solar Fund I GP Inc.	GSC Solar Fund I LP	1 General Partner Unit	GP-1	100%
GSC Solar Fund I GP Inc.	Marina Del Rey Solar Inc.	100 Common Shares	C-3	100%
GSC Solar Fund I GP Inc.	Solar Power Network 001 Inc.	1 Common Share	C-3	100%
GSC Solar Fund I GP Inc.	Solar Power Network 003 Inc.	1 Common Share	C-3	100%
GSC Solar Fund I GP Inc.	Solar Power Network 009 Inc.	1 Common Share	C-2	100%

This is Exhibit "BB" 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

Enquiry Result

File Currency: **10SEP 2025**

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Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND I GP INC.						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	737131959	1	1	1	3	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
737131959		001	002		20180309 1524 1862 8191	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND I GP INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND I LP				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Secured Party	**Secured Party / Lien Claimant**			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address	**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16	NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. PORIME)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR FUND I GP INC.							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	737131959	1	1	2	3	09MAR 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737131959		002	002		20180309 1524 1862 8191		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address		**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR FUND I GP INC.				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	737131959	1	1	3	3

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8990	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737131959			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR FUND I GP INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

1454

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This is Exhibit "CC" 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

GENERAL SECURITY AGREEMENT

TO: Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

GRANTED BY: GSC Solar Fund II LP (together with its successors and permitted assigns, the "**Debtor**"), by its general partner, GSC Solar Fund II GP Inc.

DATE: **May 31, 2018**

RECITALS:

A. Pursuant to the amended and restated credit agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become from time to time lenders pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to make available to the Debtor certain credit facilities upon the terms and conditions contained therein.

B. The Debtor is required to enter into this Agreement, among others, as security for its Obligations to the Secured Creditors.

C. The security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

The parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

The terms "Accessions", "Account", "Account Debtor", "Chattel Paper", "Document of Title", "Equipment", "financing change statement", "financing statement", "Futures Account", "Futures Contract", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", and "Proceeds" whenever used herein have the meanings given to those terms in the PPSA.

The terms "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the STA.

1.2 Definitions

Wherever used in this Agreement, capitalized terms not otherwise defined have the meanings given to them in the Credit Agreement. The following words and terms have the meanings set out below:

"**Agreement**" means this general security agreement, including all schedules, and all amendments or restatements as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Collateral**" has the meaning specified in Section 2.1.

"**Contracts**" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person which does not constitute Investment Property, whether written or unwritten, to which the Debtor is now or subsequently a party or has a benefit, right, or in which the Debtor now has or subsequently acquires an interest.

"**Control Agreement**" means any present or future agreement or agreements entered into by the Debtor, the Collateral Agent and the applicable issuer, securities intermediary or futures intermediary, whereby the parties intend for the Collateral Agent to obtain control (as provided for in the STA) of Investment Property.

"**Credit Agreement**" has the meaning specified in the recitals.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Pledged Securities means:

(a) in the case of Pledged Securities constituting certificated securities, transfer thereof to the Collateral Agent or its nominee by physical delivery of the security certificates to the Collateral Agent or its nominee, such Pledged Securities to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Collateral Agent;

(b) in the case of Pledged Securities constituting uncertificated securities, (A) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, registration thereof on the books and records of the issuer thereof in the name of the Collateral Agent or its nominee;

(c) in the case of Pledged Securities constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (A) the execution and delivery by the relevant securities intermediary of an effective Blocked Accounts Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, completion of all actions necessary to constitute the Collateral Agent or its nominee the entitlement holder with respect to each such security entitlement; and

in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Pledged Securities in favour of the Collateral Agent or its nominee.

"**Financial Close**" means the date on which the conditions set out in Section 5.1 of the Credit Agreement have been satisfied or waived to the satisfaction of all of the Lenders.

"**Intellectual Property Rights**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, inventions, know-how and other intellectual property rights, whether registered or unregistered.

"**Obligations**" means all of that Debtor'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, provided that Obligations shall not include any obligation, liability or indebtedness related to any MicroFIT Project.

"**Pledged Securities**" means all Equity Securities of or in the capital stock of any entity in which an ownership interest is held by the Debtor as of the date hereof, as more particularly described in Schedule A, and all Equity Securities of or in the capital stock of any entity acquired by the Debtor at any time following the date hereof.

"**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c.P.10.

"**Relevant Property**" has the meaning specified in Section 2.4.

"**Security Interest**" has the meaning specified in Section 2.1.

"**STA**" means the *Securities Transfer Act*, 2006, S.O. 2006, c. 8, as amended.

1.3 Certain Rules of Interpretation

In this Agreement:

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without reference to conflicts of laws principles. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and such courts shall have jurisdiction to deal with all matters relating to the interpretation of, or enforcement of rights under this Agreement, and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of such courts without prejudice to or limitation of any other rights or remedies available under the laws of any other jurisdiction where property or assets of the Debtor may be found.

(b) **Headings.** Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) **Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Severability.** If any covenant, obligation or agreement of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid, illegal or unenforceable in any jurisdiction under any Applicable Law, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances or in other jurisdictions other than those as to which it is held invalid, illegal or unenforceable, and each covenant, obligation and agreement of this Agreement shall be separately valid, legal and enforceable to the fullest extent permitted by Applicable Law.

(g) **Statutory references.** A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

(h) **References to Agreements.** The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted.

(i) **Paramountcy.** If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

1.4 Entire Agreement

This Agreement, the Credit Agreement and the other Financing Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Credit Agreement and the other Financing Documents.

ARTICLE 2
SECURITY INTERESTS

2.1 Security Interest

As general and continuing security for the payment and the performance of its Obligations, the Debtor 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 all right, title and interest in, to and under all of the Debtor's present and after-acquired personal property, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in all property of the following kinds (as applicable):

(i) Contracts: all present and future Contracts (including, without limitation, any present and future Project Agreements) to which the Debtor is a party, and the Debtor's right, title and interest in any authorizations, permits, consents, licences or similar approvals (including all Project Approvals) relating to a Project;

(ii) Project Agreement Security: all construction, completion and performance bonds, sureties, guarantees, letters of credit or other financial instruments and all similar contracts, instruments and agreements in favour of or for the benefit of the Debtor and any other security provided by any contractor or service provider in favour or for the benefit of the Debtor from time to time;

(iii) Collateral Accounts: the Collateral Accounts, and all amounts hereafter deposited to, and all Permitted Investments or other approved investments now or hereafter forming any part of, any of the Collateral Accounts;

(iv) Receivables: 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 to the Debtor;

(v) Inventory: all Inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all Goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor;

(vi) Equipment: all machinery, Equipment, fixtures, furniture, plant, vehicles and other tangible personal property of whatever nature or kind which is not Inventory;

(vii) Chattel Paper: all Chattel Paper;

(viii) Documents of Title: all Documents of Title, whether negotiable or not, including without limiting the generality of the foregoing, all warehouse receipts and bills of lading;

(ix) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other Securities and all Instruments, Investment Property, Financial Assets, Securities Accounts and Security Entitlements;

(x) Intangibles: all Intangibles not otherwise described in this Section 2.1, including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property or intellectual property;

(xi) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(xii) Insurance: all insurance policies in which the Debtor now or hereafter has rights;

(xiii) Books, Records, Etc.: all books, papers, Accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts, securities, Instruments and other rights and benefits in respect thereof;

(xiv) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and

(xv) Proceeds: all Proceeds and renewals of any of the foregoing Collateral 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.

The foregoing is collectively referred to herein as the "**Collateral**". Notwithstanding anything to the contrary herein, the Collateral shall not include FIT Contracts for MicroFIT Projects.

2.2 Attachment

Each of the Debtor 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 the Debtor and the Collateral Agent of this Agreement, and, as to after-acquired Collateral, as soon as the Debtor acquires rights therein. This Agreement constitutes a "security agreement" as that term is defined in the PPSA.

2.3 Leases

The last day of any term reserved by any real property lease or sub-lease, written or unwritten, or any agreement to lease or sub-lease real property, now held or subsequently acquired by the Debtor is excepted out of the Security Interest. As further security for the payment of the Obligations, the Debtor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Collateral Agent for the purpose of this Agreement. The Debtor shall assign and dispose of the same in such manner as the Collateral Agent may from time to time direct in writing without cost or expense to the Collateral Agent. Upon any sale, assignment, sub-lease or other disposition of such lease, sub-lease or agreement to lease or sub-lease, the Collateral Agent shall, for the purpose of vesting the residue of any such term in any purchaser, sub-lessee or such other acquiror of the real property lease, sub-lease, agreement to lease or sub-lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Debtor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.4 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any Contract or agreement to the extent that such Contract or agreement is not assignable or requires the consent of a third party to its assignment unless such consent has been obtained, due to (a) its provisions (other than a contract or agreement that is the whole of an account or chattel paper for money due or to become due), or (b) Applicable Law. In each such case, following the occurrence of an Event of Default and during the continuance thereof, the Debtor shall, unless the Collateral Agent otherwise agrees in writing, promptly, upon written request by the Collateral Agent, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Collateral Agent to any third party as a result of the exercise by the Collateral Agent of remedies. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Contract or agreement without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the Debtor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or agreement in question, hold all benefit to be derived from such Contracts or agreements in trust for the Collateral Agent (including, without limitation, the Debtor's beneficial interest in any Contract or agreement which may be held in trust for the Debtor by a third party), as additional security for the payment of the Obligations and shall deliver up all such benefit to the Collateral Agent, promptly upon demand by the Collateral Agent following the occurrence of an Event of Default and during the continuance thereof.

Notwithstanding the generality of the foregoing paragraph, the Security Interest shall not extend to, and the Collateral will not include, any authorizations, permits, consents, licences and similar approvals relating to a Project (the "**Relevant Property**") to the extent that the creation of the Security Interest therein would constitute a breach of the terms thereof or constitute a default or breach of contractual obligations of the Debtor or would be precluded or is not possible under Applicable Law, but the Debtor shall hold its interest in the Relevant Property in trust for the Collateral Agent and shall assign such Relevant Property to the Collateral Agent immediately upon obtaining the consent of any other party thereto or, if applicable, any Governmental Authority.

ARTICLE 3
OBLIGATIONS SECURED

3.1 Obligations

The Collateral constitutes and will constitute continuing security for all of the Obligations, as defined and used in the Credit Agreement, of the Debtor.

ARTICLE 4
DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor acknowledges that the Collateral Agent is relying upon the representations and warranties set forth in the Credit Agreement in entering into this Agreement. All representations and warranties of the Debtor made in this Agreement or in the Credit Agreement delivered by or on behalf of the Debtor to or for the benefit of the Collateral Agent are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect until there are no further Obligations. The Collateral Agent shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Collateral Agent at any

time. In addition, the Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:

(a) **Legal Name.** The name of the Debtor as set out in preamble above is its correct legal name.

(b) **Uncertificated Securities.** None of the Collateral that is an interest in a partnership or a limited liability company:

(i) is dealt in or traded on any securities exchange or in any securities market;

(ii) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or

(iii) is held in a Securities Account;

except for any such Collateral of which the Collateral Agent or its nominee has "control" within the meaning of the STA.

The Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, in respect of the Pledged Securities owned by it (if applicable), as follows:

(a) It is the registered and beneficial owner of such Pledged Securities subject only to the security interests created by this Agreement, the other Financing Documents and the Permitted Liens.

(b) All Collateral consisting of Pledged Securities has been duly authorized and validly issued, is outstanding as fully paid and non-assessable, and constitutes 100% of the issued and outstanding ownership interest of the Debtor in the applicable entity.

(c) None of its rights arising as the legal and beneficial owner of such Pledged Securities have been surrendered, cancelled or terminated.

(d) There is no default or dispute existing in respect of such Pledged Securities.

(e) All such Pledged Securities are certificated and have been Delivered to the Collateral Agent.

4.2 Covenants

The Debtor acknowledges that the Collateral Agent is relying upon the covenants given by the Debtor under the Credit Agreement in connection with this Agreement and that such covenants shall be continuing covenants as provided in and subject to the terms of the Credit Agreement. In addition, unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Notification to Collateral Agent.** The Debtor shall promptly notify the Collateral Agent of:

(i) Claims and Encumbrances – Any material claim, Lien or encumbrance made or asserted against any of the Collateral other than Permitted Liens;

(ii) Loss or Damage – Material loss or damage to or loss of possession of all or a material part of the Collateral other than by disposition in accordance with the terms of the Project Agreements and the Financing Documents; and

(iii) Account Debtor Non-Performance – Any failure of any Account Debtor, any securities intermediary in respect of a Securities Account or any futures intermediary in respect of a Futures Account in payment or performance of obligations due to the Debtor which may materially affect the Collateral.

(b) **No Accessions or Fixtures.** Subject to the terms of the Project Agreements and the Financing Documents, the Debtor shall prevent the Collateral from becoming an Accession to any property other than the Collateral or from becoming a fixture unless the Security Interest ranks prior to the interests of all other persons in the applicable real property.

Unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Additional Certificates**

(i) if the Debtor receives or becomes entitled to receive any security certificate, unit certificate or other instrument in respect of the Pledged Securities, the Debtor shall accept same as the Collateral Agent's agent, hold such security certificate, unit certificate or other instrument in respect of the Pledged Securities in trust for the Collateral Agent and immediately Deliver them to the Collateral Agent (or to the Collateral Agent's nominee, as the Collateral Agent may direct) in the exact form received, as additional security for the Obligations; and

(ii) if any Restricted Payment (other than as permitted under the Credit Agreement) is made in respect of the Pledged Securities or any property is distributed with respect to the Pledged Securities pursuant to the recapitalization, reclassification or reorganization of the capital of any entity in which the Debtor holds an ownership interest, the property so distributed shall be Delivered to the Collateral Agent, or its agent or nominee as the Collateral Agent may direct, to be held by it as part of the Pledged Securities.

(b) **Issuance of Pledged Securities.** The Debtor shall not permit any issuance of Pledged Securities unless such Pledged Securities are, immediately upon their issuance, pledged in favour of and Delivered to the Collateral Agent and the Debtor does, 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 additional securities within the meaning of the STA.

(c) **Defend.** The Debtor shall, on written request of the Collateral Agent, defend the Collateral Agent's right, title and security interest in and to all the Pledged Securities against the claims and demands of all other Persons.

(d) **No Granting of Control.** Subject to the provisions of the Credit Agreement, the Debtor may not:

(i) deliver any Pledged Securities that constitute uncertificated securities to any Person other than the Collateral Agent;

(ii) consent to any agreement whereby any entity in which the Debtor holds an ownership interest agrees to comply with instructions that are originated by any Person other than the Collateral Agent in respect of any Pledged Securities that constitute uncertificated securities; or

(iii) assign, transfer or grant a security interest to any other Person or in any other manner further encumber the Pledged Securities, other than pursuant to the Financing Documents or any Permitted Lien.

ARTICLE 5
RIGHTS RELATING TO SECURED PROPERTY

5.1 Debtor's Rights before Default

Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the other Financing Documents, the Debtor is entitled to deal with the Collateral in the ordinary course of business, provided that, no action shall be taken which would impair the effectiveness of the Security Interest created by this Agreement or the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement or any other Financing Document. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor shall and shall be deemed to hold all Proceeds constituting Collateral in trust, separate and apart from other Money, Instruments, Investment Property or property, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full.

5.2 Voting Rights

(a) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, the Debtor may exercise all voting rights in respect of any Collateral that is Investment Property (including the Pledged Securities) ("**Applicable Investment Property**") and to give consents, waivers, directions, notices and ratifications and to take other action in respect thereof, except that no votes may be cast or consent, waiver, directions, notice or ratification given or action taken which would:

(i) impair the effectiveness of the Security Interest;

(ii) impair the value of or restrict the transferability of the Applicable Investment Property (including the Pledged Securities); or

(iii) be inconsistent with or violate any provisions of this Agreement or any other Financing Document.

(b) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, if any of the Applicable Investment Property are registered or otherwise held in the Collateral Agent's or its nominee's name, the Collateral Agent, on the Debtor's written request, shall execute and deliver or cause its agent or nominee to execute and

deliver to the Debtor suitable proxies, voting powers or powers of attorney in favour of the Debtor or its nominee or nominees for voting, giving consents, waivers, directions, notices or ratifications or taking any other action the Debtor is permitted to take in respect of such Applicable Investment Property.

5.3 Dividends and Distributions

Until the occurrence of an Event of Default which is continuing, the Debtor shall be entitled to receive and deal with (except as otherwise restricted by this Agreement or the Credit Agreement) any interest and regular cash dividends at any time payable on or with respect to any Applicable Investment Property to the extent such amounts are expressly permitted by the Credit Agreement, and the Collateral Agent shall immediately deliver to the Debtor such interest or regular cash dividends received by the Collateral Agent.

5.4 Rights and Duties of the Collateral Agent

Upon the occurrence of an Event of Default and during the continuance thereof, all of the Debtor's rights pursuant to Sections 5.1 and 5.2 will cease and the Collateral Agent may enforce any of the Debtor's rights with respect to any Applicable Investment Property. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor will and will be deemed to hold all Applicable Investment Property not under the control of the Collateral Agent in trust, separate and apart from other property and assets of the Debtor, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full, and the Debtor shall forthwith Deliver any such Applicable Investment Property to the Collateral Agent, or its nominee or agent, as the Collateral Agent may direct, to the extent the Debtor has not already Delivered such Applicable Investment Property to the Collateral Agent. The Collateral Agent and its nominee shall not have any duty of care with respect to the Applicable Investment Property other than to use the same care in the custody and preservation of the Applicable Investment Property as it would with its own property. The Collateral Agent or its nominee shall have no obligation to take any steps to defend or preserve the Debtor's rights against the claims or demands of others. The Collateral Agent or its nominee, however, shall give the Debtor notice of any claim or demand of which it becomes aware to permit the Debtor to have a reasonable opportunity to defend or contest the claim or demand.

ARTICLE 6
REMEDIES

6.1 Collateral Agent's Rights and Remedies

Following the occurrence of an Event of Default and during the continuance thereof, subject to the terms of the Credit Agreement, all of the Obligations shall, at the Collateral Agent's option (as instructed by the Administrative Agent) and without notice to the Debtor, become immediately due and payable and the Collateral Agent may, upon instructions from the Administrative Agent, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement and in the Credit Agreement, (including, without limitation, the signification and collection of the Debtor's Accounts), or otherwise afforded by law, in equity or otherwise. The Collateral Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Collateral Agent expressly retains all rights and remedies not inconsistent with the provisions of this Agreement including all the rights it may have under the PPSA. The Collateral Agent shall hold all proceeds from enforcement of the rights and remedies below for the benefit of the Secured Creditors. Subject to the terms of the Credit Agreement, the Collateral Agent may, upon the occurrence of any Event of Default and during the continuance thereof, and acting on the advice

of counsel or upon instructions from the Administrative Agent, to the extent permitted by Applicable Law:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver (which term shall include a receiver, a manager or a receiver and manager) of the Debtor and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Collateral Agent, with respect to responsibility for its acts, shall, to the extent permitted by Applicable Law, be deemed the agent of the Debtor and not of the Collateral Agent. Where the "Collateral Agent" is referred to in this Article, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.

(b) **Enter and Repossess.** In accordance with Applicable Law, enter the Debtor's premises and repossess, disable or remove the Collateral, provided that with respect to any premises for which a Lease Agreement is in place, the Collateral Agent will comply with the terms and conditions of the rights of access granted therein or in any applicable Landlord Agreement.

(c) **Retain the Collateral.** Retain and administer the Collateral in the Collateral Agent's sole and unfettered discretion.

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Debtor to the extent permitted by law. The Collateral Agent may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Collateral Agent may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Collateral Agent has taken possession of the Collateral.

(e) **Foreclosure.** Foreclose upon the Collateral.

(f) **Investment Property.**

(i) Disposal – Without limiting the generality of Section 6.1(d), the Debtor acknowledges that when disposing of any Investment Property (including any Pledged Securities), the Collateral Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. The Debtor acknowledges and agrees that any such private sale may result in

prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Collateral Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

(ii) Exercise of Rights – Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may elect by written notice to the Debtor and to an officer of the issuer of the Investment Property or to any securities intermediary or futures intermediary in respect of the Investment Property, as may be applicable, that all or part of the rights of the Debtor in the Investment Property including, the right to vote, give consents, entitlement orders, instructions, directions, waivers or ratifications and take other actions and receive interest or regular cash dividends, payments or other distributions, shall cease, and upon such election all such rights shall become vested in the Collateral Agent or as it may direct.

(iii) Registration and Control – Require that the Investment Property be registered in the name of the Collateral Agent or as it may direct, that delivery of the Investment Property be made to the Collateral Agent or that control of the Investment Property be obtained by the Collateral Agent, or as it may direct, in accordance with the provisions of the STA and the Collateral Agent may then, without notice, exercise any and all voting rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Investment Property without the consent of the Debtor as if it were the absolute owner, including the right to exchange at its discretion, any and all of the Investment Property upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Investment Property and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, securities intermediary, futures intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine.

(g) **Collection of Accounts.** Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent, whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, acting in a commercially reasonable manner and in accordance with the credit agreement, to notify and direct Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange to make all payments to the Collateral Agent, and the Collateral Agent shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange and any Proceeds as part of the Collateral. Upon the occurrence of an Event of Default and during the continuance thereof, any payments received by the Debtor in respect of the Collateral shall be held by the Debtor in trust for the Collateral

Agent in the same medium in which it was received, shall not be commingled with any assets of the Debtor and shall, at the request of the Collateral Agent be turned over to the Collateral Agent not later than the next Banking Day following the day of such request from the Collateral Agent.

(h) **Carry on Business.** Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Collateral Agent sees fit. The Collateral Agent shall not be liable to the Debtor in respect of any related rent, costs, charges, depreciation or damage in so doing.

(i) **Payment of Encumbrances.** Pay any encumbrances or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations.

(j) **Payment of Deficiency.** If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Collateral Agent any deficiency and the Collateral Agent may sue the Debtor to collect the amount of such deficiency.

(k) **Dealing with Collateral.** Subject to Applicable Law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Collateral Agent advisable and without notice to the Debtor. The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Obligations.

(l) **Disposition of Pledged Securities.** The Collateral Agent shall give to the Debtor at least three Banking Days' written notice of any sale or disposition pursuant to paragraph (d) above of any Pledged Securities. If there is a sale of Pledged Securities pursuant to paragraph (d), the Debtor agrees to provide all information, certificates and consents required under applicable securities laws or under the rules, by-laws or policies of the exchange(s) on which any of the Pledged Securities may be listed and posted for trading to permit the sale of the Pledged Securities in compliance with such applicable laws, rules, by-laws or policies.

6.2 Power of Attorney

Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor constitutes and appoints the Collateral Agent from time to time, or any receiver appointed of the Debtor as provided for in this Agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do any and all acts and things, complete any endorsements, stock transfer powers or registrations and make and execute all such documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Collateral

Agent or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Debtor upon the occurrence of an Event of Default and during the continuance thereof. The Debtor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration and shall terminate only upon written release by the Collateral Agent of the Debtor's obligations under this Agreement executed and delivered by the Collateral Agent (or its nominee(s)).

6.3 Assemble the Collateral

To assist the Collateral Agent in the implementation of such rights and remedies, the Debtor will, at its own risk and expense and immediately upon the Collateral Agent's request following the occurrence of an Event of Default and during the continuance thereof, assemble and prepare for removal such items of the Collateral as are selected by the Collateral Agent as shall, in the Collateral Agent's sole judgment, have a value sufficient to cover all the Obligations.

6.4 Allocation of Proceeds

Subject to the Credit Agreement, all monies collected or received by the Collateral Agent in respect of the Collateral may be held by the Collateral Agent and may be applied on account of such parts of the Obligations in accordance with priority of payment provisions set forth in the Credit Agreement.

6.5 Waivers and Extensions

Subject to the Credit Agreement, the Collateral Agent may waive default or any breach by the Debtor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Collateral Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Collateral Agent resulting therefrom. Any such waiver must be in writing and signed by the Collateral Agent to be effective.

Subject to the Credit Agreement and if so instructed by the Administrative Agent, the Collateral Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as the Collateral Agent may see fit without prejudice to the liability of the Debtor to the Collateral Agent, or the Collateral Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Collateral Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Collateral Agent or otherwise preclude the Collateral Agent from enforcing such rights.

6.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Collateral Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either

expressly or by course of conduct by the Collateral Agent 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 right or remedy of the Collateral Agent under this Agreement as a result of any other default or breach under this Agreement.

6.7 Effect of Possession or Receiver

Following the occurrence of an Event of Default and during the continuance thereof, as soon as the Collateral Agent takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent or the receiver.

6.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may at any time and from time to time without notice to the Debtor (it being expressly waived by the Debtor) set-off and compensate and apply any and all Collateral to or for the credit of or the account of the Debtor, against and on account of the Obligations, even if any of them are contingent or unmatured.

6.9 Limitation of Liability

(a) The Collateral Agent shall not be liable or accountable:

(i) by reason of any entry into or taking possession of all or any of the Collateral, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

(ii) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Collateral Agent, the Debtor or any other person in respect of same.

(b) The Collateral Agent shall not by virtue of this Agreement be deemed to be a mortgagee in possession of the Collateral. The Debtor releases and discharges the Collateral Agent and the receiver from every claim of every nature that may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of anything done by the Collateral Agent or any successor or assign claiming through or under the Collateral Agent or the receiver under the provisions of this Agreement unless such claim is the result of gross negligence or wilful misconduct.

(c) The Collateral Agent shall not be responsible for any loss occasioned by:

(i) any sale or other dealing with the Pledged Securities (whether commercially reasonable or not, but subject to Applicable Law); or

(ii) the retention of, or failure to sell or otherwise deal with the Pledged Securities,

unless the result of gross negligence or wilful misconduct by the Collateral Agent or any receiver appointed by the Collateral Agent (including the officers, employees, servants or agents of such parties).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, demand, consent, approval or other communication required or permitted to be given in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

7.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by each party to this Agreement.

7.3 Enurement

This Agreement shall be binding on each of the Debtor and the Collateral Agent, and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns, and shall enure to the benefit of each of the Debtor and the Collateral Agent and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns.

7.4 Further Assurances

The Debtor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Collateral Agent as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

7.5 Continuing Security

The security constituted by this Agreement is not in substitution for any other security for the Obligations under the Financing Documents or for any other agreement between the parties creating a security interest in all or part of Collateral, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Debtor and the Collateral Agent expressly provide to the contrary in writing.

7.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Debtor acknowledges receiving a copy of this Agreement, and further agrees that a photocopy or PDF copy of this Agreement or of a financing statement is sufficient.

7.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement*.

7.8 Security Interest Effective Immediately

The Security Interest shall take effect forthwith upon the execution of this Agreement by each of the Debtor and the Collateral Agent.

7.9 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

7.10 Discharge

(a) The security granted hereby and the obligations of the Debtor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations, following which the Collateral Agent shall, upon the written request of the Debtor and at the expense of the Debtor, release and discharge the Security Interest and execute and deliver to the Debtor such documents as shall be requisite to release and discharge the Security Interest.

(b) In the event of a disposition of Assets by the Debtor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall release and discharge the Security Interest as it relates to any property so disposed, if applicable, and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interest as it relates to any property so disposed.

[*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: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: _____
Name: James Briggs
Title: Vice President

By: _____
Name:
Title: Deirdre Lewis
Vice President

SCHEDULE A — PLEDGED SECURITIES

Pledgor	Pledged Entity	Type and Class of Equity Security (e.g., common shares, partnership interests)	Certificate No.	Percentage of Total Class Outstanding
GSC Solar Fund II LP	Cleave Energy Holdings Ltd.	Class A Shares	A-3	100%

This is Exhibit "DD" 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

ASSIGNMENT OF MATERIAL PROJECT AGREEMENTS

BETWEEN:

GSC Solar Fund II LP (together with its successors and permitted assigns, the "**Assignor**"), by its general partner, GSC Solar Fund II GP Inc.

-and-

Deutsche Bank Trust Company Americas, by, on behalf of and as collateral agent for the Secured Creditors (together with its successors and permitted assigns, the "**Collateral Agent**")

DATE: May 31, 2018

RECITALS:

A. Pursuant to an amended and restated credit agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become lenders from time to time pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, as collateral agent, the Lenders have agreed to finance, as applicable, the development, construction, acquisition, ownership, operation and maintenance of solar projects located in the Province of Ontario, Canada upon the terms and conditions contained therein.

B. The Collateral Agent is to act as collateral agent under the Credit Agreement to, *inter alia*, hold for the rateable benefit of itself and the other Secured Creditors any and all security for the payment and performance of the Assignor's obligations under the Credit Agreement and the other Financing Documents to which it is a party.

C. The Assignor is, or will become, a party to certain Material Project Agreements.

D. Pursuant to the Credit Agreement, the Assignor has agreed to assign to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of its right, title and interest in and to the Material Project Agreements as security for the payment and performance of the Assignor's obligations to the Secured Creditors under the Credit Agreement and the other Financing Documents to which it is a party, provided that the obligations shall not include any obligation, liability or indebtedness related to any MicroFIT Projects (collectively, the "**Obligations**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

Each word and expression (capitalized or not) defined or given an extended meaning in the Credit Agreement, and not otherwise defined herein, is used in this Agreement with the respective defined or extended meaning assigned in the Credit Agreement.

1.2 References to Agreements and Documents

Each reference in this Agreement to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document (including any attached schedules, appendices and exhibits) as from time to time amended, varied, supplemented, restated or otherwise modified.

1.3 Headings, Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**", "**hereunder**", and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless otherwise indicated or unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, words and expressions (including words and expressions (capitalized or not) defined or given extended meanings) in the singular include the plural and vice versa and words importing gender shall include all genders (the necessary changes being made to fit the context). The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

1.5 References to Material Project Agreements in this Agreement

References to "**Material Project Agreements**" herein shall be deemed to refer only to those Material Project Agreements to which the Assignor is party from time to time.

ARTICLE 2

SECURITY

2.1 Grant of Security

The Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and grants a security interest (the "**Security Interest**") in, to and in favour of the Collateral Agent, in trust for the rateable benefit of itself and the other Secured Creditors, as general and continuing collateral security for the payment and performance of the Obligations, all right, title, estate, interest and benefit of the Assignor in, to and under the Material Project Agreements (excluding FIT Contracts for MicroFit

Projects) and all rights, benefits, powers and advantages of the Assignor to be derived therefrom and all covenants, obligations and agreements thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor but without assumption of any liabilities thereunder until the specific assumption thereof by the Collateral Agent as contemplated by Section 2.4 or otherwise pursuant to Section 3.1 hereof.

2.2 Attachment

The Assignor acknowledges that (i) value has been given to it by the Secured Creditors, (ii) it has (or will have) rights in the Material Project Agreements, and (iii) neither it nor the Collateral Agent has agreed to postpone the time of attachment of the Security Interest.

2.3 Dealing with Material Project Agreements

This Agreement and the covenants and conditions contained herein shall take effect forthwith provided that so long as no Event of Default has occurred and is continuing and notice from the Collateral Agent to the Assignor that the security herein is being enforced and subject to the express provisions hereof and the provisions of the Credit Agreement, the Assignor may deal with the Material Project Agreements and each of the respective parties thereto in the ordinary course of business.

2.4 No Liability Until Assumption by Collateral Agent

Nothing herein contained shall render the Collateral Agent or the Secured Creditors, or their respective agents, employees or any other person for whom the Collateral Agent or the Secured Creditors are in law responsible, or any of them, liable to any person for the fulfillment or non-fulfillment of the obligations, covenants and agreements, including but not limited to the payment of any monies thereunder or in respect thereof, of the Assignor under any Material Project Agreement, arising prior to the date on which the Collateral Agent has provided to the Assignor notice that the security herein is being enforced, in whole or in part, and that the Collateral Agent (or a Receiver, as defined below) has assumed the obligations, control and administration of the said Material Project Agreement on a go-forward basis. The Assignor hereby indemnifies and agrees to save and hold harmless the Collateral Agent and the other Secured Creditors from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever (unless caused by the gross negligence or wilful misconduct of the Collateral Agent or the other Secured Creditors) of any person arising directly or indirectly from or out of any such Material Project Agreements which exist, or arise for and in respect of the period prior to the effective assumption by the Collateral Agent (or another authorized party on the Secured Creditors' behalf) of each such Material Project Agreement, and the Assignor shall ensure each such Material Project Agreement, or a separate instrument executed by the other party to each such document, provides that the sole remedy of the other contracting party to each such Material Project Agreement shall be against the Assignor, and not the Collateral Agent or any of the other Secured Creditors, in respect of any liability incurred or arising during the period up to the effective date of assumption thereof by the Collateral Agent as aforesaid.

2.5 Notice and Registration

The Collateral Agent shall have the right at any time to serve this Agreement or notice thereof on any one or more of the other parties to the Material Project Agreements.

2.6 No Assignment if Constituting Breach

Notwithstanding any other provision of this Agreement, this Agreement shall not constitute an agreement to assign, transfer or set over any part or the whole of any Material Project Agreement if an attempted assignment thereof as contemplated hereunder without the consent of another party thereto would constitute a breach thereof, permit any person to terminate such Material Project Agreement, or in any material way affect the rights of the Assignor thereunder (unless such consent is obtained) or if such Material Project Agreement is expressly prohibited from assignment by its terms. If such consent is not obtained, or if an attempted assignment would materially affect the Assignor's rights thereunder with the result that the Collateral Agent would not obtain all such rights or if such Material Project Agreement is expressly prohibited from assignment by its terms, the Assignor shall hold all of its rights under any such Material Project Agreement in trust for the Collateral Agent and shall co-operate in any and all arrangements designed to provide to the Collateral Agent the benefits under such Material Project Agreement, including the enforcement of all rights of the Assignor thereunder against the other party or parties thereto.

2.7 Power of Attorney

(a) The Assignor irrevocably constitutes and appoints the Collateral Agent (and any of its officers) as attorney of the Assignor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Assignor, after an Event of Default that is continuing, whenever the Collateral Agent may consider it to be necessary or expedient, all such further acts, documents, matters and things which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the enforcement of the rights of the Collateral Agent hereunder. This power of attorney shall be deemed to be coupled with an interest.

(b) The Collateral Agent, as attorney of the Assignor and in its name, may, at any time and from time to time after the occurrence of any Event of Default that is continuing, exercise any of the rights, powers, authority, benefits, advantages and discretion which under the terms of the Material Project Agreements could be exercised by the Assignor with respect thereto.

(c) Following the occurrence and during the continuance of an Event of Default, if the Assignor fails to perform any obligation under any Material Project Agreement, the Collateral Agent may itself perform, or cause performance of, such obligation in the name of the Assignor, and the expenses of the Collateral Agent incurred in connection therewith shall bear interest at the highest interest rate per annum charged on the Obligations or any part thereof, shall become part of the Obligations, shall be secured under this Agreement and shall be payable by the Assignor forthwith upon demand.

ARTICLE 3

REMEDIES

3.1 Remedies

(a) Upon the occurrence of an Event of Default that is continuing and provided the Collateral Agent has given the Assignor written notice that the security herein is being enforced (it being understood that failure to give such notice shall not affect the rights and remedies

of the Collateral Agent herein), in whole or in part, the Collateral Agent will have the rights and remedies set out below, all of which rights and remedies may be exercised from time to time separately or in combination and shall be in addition to, and not in substitution for, any other rights and remedies of the Collateral Agent and the other Secured Creditors however created:

(i) appoint in writing a receiver or receiver and manager or agent (each herein referred to as a "**Receiver**") of the Material Project Agreements (which term when used in this Section 3.1 shall include all or any part of the Material Project Agreements) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Material Project Agreements; and the term "**Collateral Agent**" when used in this Article 3 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Collateral Agent in appointing or refraining from appointing any Receiver, shall not incur any liability to the Receiver, the Assignor or otherwise and shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) realize, sell, transfer (in whole or in part, on a temporary or absolute basis) or otherwise deal with the relevant Material Project Agreements in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Assignor (except as otherwise required by Applicable Law);

(iii) collect, realize and apply any proceeds realized under the relevant Material Project Agreement in discharge of the Obligations as directed in writing by the Administrative Agent to the Collateral Agent and if there is any surplus remaining, the Collateral Agent may (at the written direction of the Administrative Agent) pay it to any person having a claim thereto in priority to the Assignor of whom the Collateral Agent has knowledge and any balance remaining must be paid to the Assignor, and if the realization of such proceeds fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Assignor will be liable to pay any deficiency to the Collateral Agent forthwith on demand;

(iv) give any and all notices required to be given by the Assignor under the relevant Material Project Agreements;

(v) independently manage, administer (or appoint a third party to do so) and otherwise enforce and exercise any and all rights of the Assignor under the relevant Material Project Agreements and otherwise assume any such Material Project Agreements upon notice as contemplated in Sections 2.4 and 3.1; and

(vi) in the name of the Assignor, do or cause to be done any and all acts and things under the relevant Material Project Agreements, receive and enforce performance under the relevant Material Project Agreements and adjust and settle all matters relating to such performance.

(b) The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred for services rendered (including legal advice and services) in

connection with the foregoing and such sums shall be added to the Obligations hereby secured.

(c) The Collateral Agent and the other Secured Creditors shall not be obliged, either prior to or following the assumption of any Material Project Agreements, to exercise any rights under any Material Project Agreement and in particular shall not be liable or responsible for any failure to collect, realize, sell or obtain payment of any monies owing under any Material Project Agreement and shall not be bound to institute proceedings for the purposes of collecting, realizing or obtaining payment of any monies owing under any Material Project Agreement, in each case, for the purposes of preserving any rights of the Collateral Agent, the Assignor or any other person in respect of any Material Project Agreement. The exercise of any rights and remedies by the Collateral Agent shall be without prejudice to the rights of the Collateral Agent and the other Secured Creditors in respect of the Obligations, including the right to claim for any deficiency.

(d) The Collateral Agent may grant extensions of time or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Assignor, debtors of the Assignor, sureties and others and other security as the Collateral Agent may see fit without prejudice to any claims of the Collateral Agent or the Secured Creditors, or any of them, against the Assignor or to the rights in respect of the security hereby constituted.

3.2 Concerning the Receiver

The identity of the Receiver, its replacement and its remuneration shall be within the sole and unfettered discretion of the Collateral Agent. Any Receiver appointed by the Collateral Agent shall act as agent for the Collateral Agent for the purposes of dealing with the Material Project Agreements, but otherwise and for all other purposes (except as provided below), as agent for the Assignor.

3.3 Dealings with Third Parties

No person dealing with the Collateral Agent or any of the other Secured Creditors shall be required to determine (i) whether the security herein has become enforceable, (ii) whether the powers which such person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Collateral Agent or the other Secured Creditors by the Assignor, or (iv) how any money paid to the Collateral Agent or the other Secured Creditors has been applied.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Assignor

The Assignor represents and warrants to the Collateral Agent and the other Secured Creditors that all of the representations and warranties given by the Assignor in the Credit Agreement are true and accurate.

ARTICLE 5
GENERAL

5.1 Further Assurances

The Assignor agrees to take such actions and execute and deliver such documents as may be reasonably requested by the Collateral Agent from time to time in order to give effect to the terms, conditions, provisions, purpose and intent of this Agreement.

5.2 No Merger

This Agreement shall not operate by way of a merger of the Obligations or of any guarantee, agreement or other document by which the Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of the Assignor to pay and perform the Obligations nor shall the acceptance of any payment or alternate security constitute or create any novation. No covenant, obligation, representation or warranty of the Assignor herein shall merge in any judgment.

5.3 No Waiver

No delay or failure by the Collateral Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

5.4 Change

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the parties hereto unless that agreement is in writing and signed by all of the parties hereto. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by the parties sought to be bound thereby.

5.5 Notice

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

5.6 Time of the Essence

Time is and shall remain of the essence of this Agreement and each of its provisions.

5.7 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

5.8 Successors and Assigns

This Agreement and the rights and obligations of the Collateral Agent hereunder may be assigned and transferred by the Collateral Agent to any successor or replacement Collateral Agent appointed by the Secured Creditors or the Collateral Agent, as applicable, pursuant to the Credit Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Collateral Agent hereunder. The Assignor may not assign this Agreement or any right or obligation hereunder without the prior written consent of the Collateral Agent. This Agreement shall enure to the benefit of each of the Secured Creditors and any Receiver and their respective successors and assigns and shall be binding upon the Assignor, its legal representatives (including receivers) and its successors and permitted assigns. Each reference in this Agreement to any person (including the Assignor and any Secured Creditor) shall (to the extent the context so admits) be construed so as to include the successors of that person and, in the case of each of the Assignor and each Secured Creditor, the assigns of that person only as permitted by the Credit Agreement.

5.9 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment of a court of competent jurisdiction, to the fullest extent permitted by Applicable Law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction. The Assignor shall, at the request of the Collateral Agent, negotiate in good faith with the Collateral Agent to replace any invalid or unenforceable provision contained in this Agreement with a valid and enforceable provision that has the commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by Applicable Law.

5.10 Additional Continuing Security

This Agreement and the security herein are in addition to and not in substitution for any other security now or hereafter held by the Collateral Agent and the other Secured Creditors in respect of the Obligations. This Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Collateral Agent.

5.11 Discharge

(a) The security granted hereby and the obligations of the Assignor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations and, the Collateral Agent shall, upon the written request of the Assignor and at the expense of the Assignor, cancel and discharge the Security Interest and execute and deliver to the Assignor such documents as shall be requisite to discharge the Security Interest.

(b) In the event of disposition of Assets by the Assignor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall cancel and discharge the Security Interest as it relates to any property so disposed and execute and deliver to the Assignor such documents necessary to discharge the Security Interest as it relates to any property so disposed.

5.12 Credit Agreement

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern and apply to the extent of the conflict or inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Secured Creditors under this Agreement after the security has become enforceable. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Collateral Agent and the Assignor with respect to the subject matter hereof except as expressly set forth herein or in the other Financing Documents.

5.13 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

5.14 Receipt of Copy

The Assignor acknowledges receipt of an executed copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under any personal property security statutes of any jurisdiction selected by the Collateral Agent in respect of this Agreement. To the extent permitted by Applicable Laws, the Assignor irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under any personal property security statutes by the Collateral Agent or any other Secured Creditor in respect of this Agreement and releases any and all claims or causes of action it may have against the Collateral Agent and the Secured Creditors for failure to provide any such copy.

5.15 Language

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been drawn and will be drawn in English. *Les signataires à la présente confirment leur volonté que cette convention, de même que les documents s'y rattachant, soient rédigés en anglais seulement.*

5.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by one party to this Agreement to the other by facsimile transmission or e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GSC SOLAR FUND II LP, by its general partner, GSC SOLAR FUND II GP INC.

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name
Title

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: _____

Name James Briggs
Title Vice President

By: _____

Name
Title Deirdre Lewis
Vice President

This is Exhibit "EE" 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

OMNIBUS ASSIGNMENT OF INSURANCE AGREEMENT

BETWEEN:

GSC Solar Fund II LP, by its general partner, GSC Solar Fund II GP Inc. and the entities listed in Schedule A (collectively, and together with their successors and permitted assigns, the "**Assignors**", and each an "**Assignor**")

- and -

Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

DATE: **May 31, 2018**

RECITALS:

A. Pursuant to an amended and restated credit agreement dated as of the date hereof (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become lenders from time to time pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to finance, as applicable, the development, construction, acquisition, ownership, operation and maintenance of solar projects located in the Province of Ontario, Canada upon the terms and conditions contained therein.

B. The Collateral Agent is to act as collateral agent under the Credit Agreement to, *inter alia*, hold in trust for the rateable benefit of itself and the other Secured Creditors any and all security for the payment and performance of each Assignor's obligations under the Credit Agreement and the other Financing Documents to which it is a party.

C. Pursuant to the Credit Agreement, each Assignor has agreed to execute and deliver this assignment of insurance to and in favour of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors as security for the payment and performance of each Assignor's Obligations to the Secured Creditors under and as defined in the Credit Agreement and the other Financing Documents to which it is a party.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Each word and expression (capitalized or not) defined or given an extended meaning in the Credit Agreement, and not otherwise defined herein, is used in this Agreement with the respective defined or extended meaning assigned in the Credit Agreement.

1.2 References to Agreements and Documents

Each reference in this Agreement to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document (including any attached schedules, appendices and exhibits) as from time to time amended, varied, supplemented, restated or otherwise modified.

1.3 Headings, Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**", "**hereunder**", and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless otherwise indicated or unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, words and expressions (including words and expressions (capitalized or not) defined or given extended meanings) in the singular include the plural and vice versa and words importing gender shall include all genders (the necessary changes being made to fit the context). The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

ARTICLE 2
ASSIGNMENT OF INSURANCE

2.1 Security

Each Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and grants a security interest in, to and in favour of the Collateral Agent, in trust for the rateable benefit of itself and the other Secured Creditors, as and by way of a collateral assignment and security interest in all of its right, title, estate, benefit and interest (as its interests may appear) in, to, under and in respect of:

(a) all insurance required to be maintained pursuant to the Credit Agreement, including the insurance policies listed in Schedule B, as such polices may be renewed, amended, restated, replaced or otherwise modified from time to time (collectively, the "**Insurance**");

(b) all right, title and interest in and its benefit, power and advantage to be derived from the Insurance and all of its covenants, obligations, agreements and undertakings and right to enforce its rights thereunder in its name;

(c) all revenues, proceeds and other monies now due and payable or hereafter to become due and payable to it in respect of the Insurance (including all premiums paid in advance and any interest thereon) or to be derived therefrom, if any, with each Assignor's full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other monies; and

(d) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to the Insurance,

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all of its rights, remedies, powers, privileges and claims thereunder (whether arising pursuant thereto or available to it at law or in equity) (collectively, the "**Collateral**"), to hold and receive the same unto the Collateral Agent with full power and authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same, all in accordance with and subject to the terms of the Credit Agreement.

2.2 Security Interests

The security interests granted hereby (the "**Security Interest**") secure the payment and performance of the Obligations.

2.3 Attachment

Each Assignor acknowledges that (i) value has been given to it by the Secured Creditors, (ii) it has rights in the Collateral, and (iii) neither it nor the Collateral Agent has agreed to postpone the time of attachment of the Security Interest.

2.4 Enforcement and Remedies

The Collateral Agent agrees that it will not enforce its rights in respect of the Collateral as collateral security until the occurrence of, and other than during the continuance of, an Event of Default.

2.5 Appointment of Attorney

Each Assignor irrevocably constitutes and appoints the Collateral Agent (and any of its officers) as its attorney (with full power of substitution) following the occurrence and during the continuance of an Event of Default to do, make and execute, in its name and on its behalf all such further acts, documents, matters and things which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this assignment of insurance. Following the occurrence and during the continuance of an Event of Default, the Collateral Agent or its nominees and transferees are empowered to exercise all rights and powers and to perform all acts of ownership with respect to the Insurance (and policies thereof) to the same extent as such Assignor might do. All acts of any such attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing in connection therewith, except for its own gross negligence or wilful misconduct. This power of attorney shall be deemed to be coupled with an interest.

ARTICLE 3
GENERAL

3.1 No Merger

This Agreement shall not operate by way of a merger of the Obligations or of any guarantee, agreement or other document by which the Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of any of the Assignors to pay and perform the Obligations nor

shall the acceptance of any payment or alternate security constitute or create any novation. No covenant, obligation, representation or warranty of any of the Assignors herein shall merge in any judgment.

3.2 Receipt of Copy

Each Assignor acknowledges receipt of an executed copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under any personal property security statutes of any jurisdiction in respect of this Agreement. To the extent permitted by Applicable Laws, each Assignor irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under any personal property security statutes by the Collateral Agent or any other Secured Creditor in respect of this Agreement and releases any and all claims or causes of action it may have against the Collateral Agent and the other Secured Creditors for failure to provide any such copy.

3.3 No Waiver

No delay or failure by the Collateral Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

3.4 Change

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the parties hereto unless that agreement is in writing and signed by all of the parties hereto. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by the parties sought to be bound thereby.

3.5 Notices

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

3.6 Time of the Essence

Time is and shall remain of the essence of this Agreement and each of its provisions.

3.7 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

3.8 Entire Agreement

There are no representations, warranties, covenants, agreements or acknowledgments whether direct or collateral, express or implied, that form part of or affect this Agreement, other than as expressed herein or in any other Financing Document. The execution of this Agreement has not been induced by, nor does any of the Assignors rely upon or regard as material, any representations, warranties,

conditions, other agreements or acknowledgments not expressly made in this Agreement and the other written agreements and other documents to be delivered pursuant hereto or contemporaneously herewith.

3.9 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment of a court of competent jurisdiction, to the fullest extent permitted by Applicable Law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction.

3.10 Discharge

(a) The security granted hereby and the obligations of any of the Assignors hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations and, the Collateral Agent shall, upon the written request of such Assignor and at the expense of such Assignor, cancel and discharge the Security Interest and execute and deliver to such Assignor such documents as shall be requisite to discharge the Security Interest.

(b) In the event of disposition of Assets by any of the Assignors as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall cancel and discharge the Security Interest as it relates to any property so disposed and execute and deliver to such Assignor such documents necessary to discharge the Security Interest as it relates to any property so disposed.

3.11 Successors and Assigns

This Agreement and the rights and obligations of the Collateral Agent hereunder may be assigned and transferred by the Collateral Agent to any successor or replacement agent appointed by the Collateral Agent or the other Secured Creditors, as applicable, in accordance with the Credit Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Collateral Agent hereunder. An Assignor may not assign this Agreement or any right or obligation hereunder without the prior written consent of the Collateral Agent. This Agreement shall enure to the benefit of each of the Secured Creditors and their respective successors and assigns and shall be binding upon each Assignor and its legal representatives (including receivers) and its successors and permitted assigns. Each reference in this Agreement to any person (including any of the Assignors and any Secured Creditor) shall (to the extent the context so admits) be construed so as to include the successors of that person and in the case of each of the Assignors and each Secured Creditor, the assigns of that person only as permitted by the Credit Agreement.

3.12 Further Assurances

Each Assignor agrees to take such actions and execute and deliver such documents as may be reasonably requested by the Collateral Agent from time to time in order to give effect to the terms, conditions, provisions, purpose and intent of this Agreement.

3.13 Credit Agreement to Govern

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and if there is any conflict or inconsistency

between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern and apply to the extent of the conflict or inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Secured Creditors under this Agreement after the security has become enforceable.

3.14 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

3.15 Language

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been drawn and will be drawn in English. *Les signataires à la présente confirment leur volonté que cette convention, de même que les documents s'y rattachant, soient rédigés en anglais seulement.*

3.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by one party to this Agreement to the other by facsimile transmission or e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GSC SOLAR FUND II LP, by its general partner, **GSC SOLAR FUND II GP INC.**

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

CLEAVE ENERGY HOLDINGS LTD.

By: _____
Name: Azeem M. Qureshi
Title: Secretary

By: _____
Name:
Title:

2421907 ONTARIO LIMITED

By: _____
Name: Azeem M. Qureshi
Title: Secretary

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

Name: James Briggs
Title: Vice President

Name:
Title: Deirdre Lewis
Vice President

SCHEDULE A
NAME OF ASSIGNORS

Cleave Energy Holdings Ltd.

2421907 Ontario Limited

SCHEDULE B
INSURANCE POLICIES

[See Attached

CERTIFICATE OF INSURANCE

May 17, 2018

AGENT/BROKER
HUGH WOOD CANADA LTD.
4120 Yonge Street, Suite 201
Toronto, Ontario M2P 2B8
Tel: (416) 229-6600 Fax: (416) 229-6800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER AND IMPOSES NO LIABILITY ON THE INSURER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A — ROYAL & SUN ALLIANCE

COMPANY LETTER B — AXIS REINSURANCE COMPANY

COMPANY LETTER C

INSURED:
Grasshopper Solar Corporation o/a Chi Biidaaske Inc. a/o GSC Solar Fund I GP Inc. a/o GSC Solar Fund I LP a/o GSC Solar Fund I Inc. a/o GSC Solar Fund II LP a/o GSC Solar Fund II GP Inc. a/o 2245073 Ontario Inc. a/o 2246253 Ontario Inc. a/o Grasshopper Solar FIT Projects Inc. a/o Howard Avenue Solar Inc. a/o 2377512 Ontario Inc. a/o 2410581 Ontario Limited a/o Gengrowth Energy LP a/o 2428760 Ontario Inc. a/o ICM Realty Group Solar 2013 Inc. a/o SPN LP 1 a/o SPN LP 4 a/o SPN LP 5 a/o SPN LP 3 a/o LDREC SPN LP a/o CEW L3V Solar III Limited Partnership a/o GSC COB Solar GP Inc. and SP COB Solar LP a/o Biidaaske Inc. a/o Cleave Energy Holdings Ltd. a/o 2421907 Ontario Limited
5935 Airport Rd, Suite 210
Mississauga, ON L4V 1W5

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policies period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Limit shown may have been reduced by paid claims.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY TERM (YY/MM/DD)	LIMITS OF LIABILITY	
A	COMMERCIAL GENERAL LIABILITY ☒ OCCURRENCE ☐ CLAIMS MADE	COM52597887	2017-JUL-26 TO 2018-JUL-26	Each Occurrence Limit General Aggregate Aggregate Limit – Products & Completed Operations Personal Injury Limit Tenants' Legal Liability Non-Owned Auto Liability Limited Pollution Liability DEDUCTIBLES: Each Loss except; Limited Pollution	$5,000,000 $25,000,000 $5,000,000 $5,000,000 $1,000,000 $5,000,000 $1,000,000 $5,000 $25,000
B	UMBRELLA LIABILITY ☒ OCCURRENCE ☐ CLAIMS MADE	CTX/627064	2017-NOV-17 TO 2018-NOV-17	Each Occurrence General Aggregate Self-Insured Retention	$10,000,000 $10,000,000 NIL
A	PROPERTY & EQUIPMENT BREAKDOWN ☒ ALL RISK including Mechanical Breakdown, Flood, Earthquake, Sewer Back Up. Subject to all terms and conditions of the Royal & Sun Alliance Policy. Subject otherwise to the terms & conditions of the form.	COM52597887	2017-JUL-26 TO 2018-JUL-26	Equipment Value Business Interruption (24 mos) (See below for value per site)	$3,053,276 $2,999,735

				Replacement Cost	Included
				Stated Amount Clause	Included
				Fire Fighting Expenses	Included
				Ingress / Egress	Included
				KEY SUB-LIMITS	
				Contingent Business Interruption	$500,000
				Debris Removal	$500,000
				Land/Water Pollution Clean Up	$250,000
				Extra Expense	$500,000
				Expediting Expenses	$500,000
				Property in Transit	$500,000
				Unnamed Locations	$500,000
				Professional Fees	$250,000
				Obstruction by Civil Authority	4 Weeks
				DEDUCTIBLES:	
				All Losses except;	$10,000
				Flood	$25,000
				Earthquake	3%/min $100,000
				Business Interruption (Waiting Period)	7 Days

DESCRIPTION OF OPERATIONS: Operation of Commercial solar systems

(i) Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent and Collateral Agent and (ii) Deutsche Bank Securities Inc., in its capacity as Technical Agent and (iii) the Lenders party to the credit agreement and each of their respective successors and assigns are added as an Additional Insured but only for the vicarious liability arising from the acts of the Named Insured with respect to their operations *and* contractual obligations between the Named Insured and the Additional Insured

Deutsche Bank Trust Company Americas, in its capacity as Collateral Agent and its successors and assigns as First Loss Payee & Mortgagee with respect to the financed projects as per the Standard Mortgage Clause.

Waiver of Subrogation is in favour of Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent and Collateral Agent and its successors and assigns and the Lenders and their successors and assigns.

Policies are Primary and Non-Contributing.

CERTIFICATE HOLDER

Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent and Collateral Agent
60 Wall Street, 16th Floor
MS: NYC60-1630
New York, NY 10005

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will give sixty (60) days written notice to the certificate holder named herein under the Property and Equipment Breakdown policy and the Commercial General Liability policy.

HUGH WOOD CANADA LTD.
PER:



AUTHORIZED REPRESENTATIVE

Schedule of Locations

Cleave Portfolio – Locations	Equipment Value	Business Interruption (24 Mos Indemnity)	Total Values
48 Nery Ave. Picton, ON	$174,915	$168,502	$343,417
247 Kingsley Rd, Picton, ON	$577,220	$574,149	$1,151,369
15860 Loyalist Parkway, Bloomfield, ON	$566,119	$578,685	$1,144,804
553 County Road 22, Picton, ON	$586,638	$581,497	$1,168,135
473 South Big Island, Demorestville, ON	$197,340	$160,938	$358,278
162 Fish Lake Road, Demorestville, ON	$118,404	$117,167	$235,571
1944 County Road 5, Picton, ON	$279,864	$272,858	$552,722
1036 Gilead Rd, Bloomfield, ON	$257,327	$261,845	$519,172
13644 Loyalist Parkway, Picton, ON	$198,237	$186,133	$384,370
3154 County Road 1, Bloomfield, ON	$97,212	$97,849	$195,062
TOTAL	$3,053,276	$2,999,735	$6,052,899

This is Exhibit "FF" 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

AMENDED AND RESTATED BLOCKED ACCOUNT AGREEMENT
(without a trigger)

THIS AGREEMENT is made as of May18, 2018

BETWEEN: **ROYAL TRUST CORPORATION OF CANADA**, in its capacity as the provider of escrow and blocked account services (hereinafter called the "**Royal Trust**")

AND: **GSC SOLAR FUND I LP** ("**Fund I**") and **GSC SOLAR FUND II LP** ("**Fund II**", together with Fund I, the "**Borrowers**")

AND: **DEUTSCHE BANK TRUST COMPANY AMERICAS,** in its capacity as agent for the Lenders (defined below) under the Credit Agreement (defined below) (hereinafter called the "**Agent**")

WHEREAS the Borrowers have entered into a credit agreement dated as of March 19, 2018 between, among others, the Agent and the lenders party thereto from time to time (the "**Lenders**") as amended and restated on or about the date hereof (the "**Credit Agreement**") pursuant to which the Lenders may from time to time make loans and advances and provide other financial accommodations to the Borrowers secured by, among other things, all right, title and interest of Borrowers in and to all present and future accounts, contract rights, general intangibles, documents, instruments, chattel paper, deposit and other bank accounts and proceeds of the foregoing (collectively, the "**Collateral**");

AND WHEREAS Fund I, Royal Trust and the Agent entered into a blocked account agreement dated March 19, 2018 pursuant to the requirements of the Credit Agreement (the "**Original BAA**");

AND WHEREAS the Borrowers have established certain depository accounts (collectively, together with any other depositary accounts opened after the date hereof following the delivery of an executed accession agreement, the "**Loan Accounts**") with the Royal Bank of Canada (the "**Bank**");

AND WHEREAS the Borrowers directly, or upon notice provided by a Borrower or the Agent to the Bank, with a copy to Royal Trust, the Bank will transfer all funds held in the Loan Accounts to the Revenue Blocked Account (as defined herein) established by Royal Trust and Royal Trust is willing to act as the escrow and blocked account agent for the sole purpose of accepting, holding and releasing the Funds (as defined herein) in accordance with the terms and conditions of this Agreement;

AND WHEREAS the parties wish to enter into this Agreement to amend and restate the Original BAA in order to add Fund II as a joint account holder of Blocked Accounts (as hereinafter defined);

NOW THEREFORE in order for the Borrowers to comply with the requirements of the Lenders under its financing arrangements with the Lenders, and in consideration of the reciprocal obligations herein provided and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each of the Royal Trust, the Borrowers and the Agent agree as follows:

1. **Appointment of Royal Trust.** The Borrowers hereby appoint Royal Trust, and the Agent hereby agrees and acknowledges with such appointment, for the purposes set forth herein, and Royal Trust hereby accepts such appointment on the terms and conditions set forth herein.

2. **Deposits to Blocked Account.** In connection with the Borrowers' financing arrangements with the Lenders, the Borrowers have agreed to transfer or upon the delivery of notice by a Borrower or the Agent to the Bank, with a copy to Royal Trust, the Bank, has agreed to deposit or cause to be deposited, by wire transfer to Royal Trust the funds held in the Loan Accounts (in aggregate, the "**Funds**") to be held in a blocked account (the "**Revenue Blocked Account**") by Royal Trust. Royal Trust has agreed to establish five (5) additional blocked accounts, which for the purposes of this Agreement will be designated for the Borrowers as (i) the HST Account, (ii) the Reserve Account, and (iii) the Distribution Account, and designated for Fund II as (i) the Construction Account, and (ii) the Holdback Account each described in Exhibit A (with the Revenue Blocked Account, the HST Account, the Reserve Account, and the Distribution Account together referred to hereinafter the "**Blocked Accounts**" and, individually, as a "**Blocked Account**").

3. **Investments.** Royal Trust shall hold the Funds in an interest bearing account. Royal Trust may deposit any cash balances constituting all or part of the Funds or interest earned thereon in an interest bearing cash account with Royal Trust Corporation of Canada, any financial institution affiliated or related to Royal Trust, or any agent of or advisor to Royal Trust (collectively, "**Authorized Depositaries**") notwithstanding that Royal Trust and/or any of the Authorized Depositaries may benefit therefrom, and Royal Trust or Authorized Depositaries shall not be required to account for, or to give up, any such benefit. In particular, it shall not be improper for Royal Trust to deposit moneys with, or give custody of the Funds to Royal Trust or any Authorized Depositaries, notwithstanding any benefit realized as a result, including retaining a profit in excess of interest paid (if any) on, or fees payable to any affiliated or related companies in respect of, such deposit or custody arrangement.

4. **Interest.** If any interest or other income is earned on the Funds, such interest and income shall, unless expressly provided otherwise in this Agreement, be retained in the Blocked Account and shall form part of the Funds.

5. **Security Interest of the Agent.** The Borrowers have granted to the Agent (for the benefit of the Lenders) a security interest in and lien upon, and pledged to the Agent, the Collateral, which includes cheques, drafts and other instruments received for deposit in a Blocked Account and all amounts at any time in or attributable to a Blocked Account, as security for all existing and hereafter arising obligations, liabilities and indebtedness of the Borrowers to the Lenders. The Borrowers acknowledge and agrees that it shall take whatever action, reasonably requested by the Agent (as the direction of the Lenders), to protect and enforce the Agent's rights respecting the Blocked Accounts, including completion and registration of any documents or financing statements in order to perfect any security interests in the Blocked Accounts. The Royal Trust makes no representations and assumes no liability respecting the validity or the enforceability of any security interest the Agent or any other party may have relating to the Blocked Accounts or the existence of any other liens or other interests respecting the Blocked Accounts. The Royal Trust assumes no responsibility or liability for maintaining the perfection, registration or validity of the security interest of the Agent in the Blocked Accounts.

6. **Exclusive Authority.** None of the officers, agents or other representatives of the Borrowers or any of their affiliates shall have any authority to withdraw any amounts from, to draw upon or otherwise exercise any authority or powers with respect to the Blocked Accounts and all amounts held therein. The Blocked Accounts shall be under the sole dominion and control of the Agent, and the amounts in the Blocked Accounts shall be transferred to other Blocked Accounts or such

other account or accounts (the "**Agent Accounts**") as directed in writing by the Agent delivered to Royal Trust and prepared substantially in the form attached hereto as Exhibit D ("**Instructions**"). Accordingly, the Borrowers shall not give any instructions with respect to the Blocked Accounts other than those approved in writing by the Agent. Upon receipt by Royal Trust of Instructions directing the release of all or any portion of the Funds, Royal Trust shall be irrevocably authorized and directed to release and disburse from the Blocked Accounts all or such portion of the Funds as set forth therein, such disbursement to be initiated by Royal Trust on or before the third "**Business Day**", being means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto and the City of New York, after the receipt by Royal Trust of such Instructions. The Borrowers and the Agent agree that Royal Trust may rely exclusively upon such Instructions.

7. **Income Tax Allocation and Reporting.** All T-5 slips and other tax information related to the Blocked Accounts will be prepared in the name of and delivered to the Borrowers. The parties agree that, for tax reporting purposes, all interest and other income from investment of the Funds shall, as of the end of each calendar year and to the extent required by the taxing authorities, be reported as having been earned by the Borrowers (divided equally between each Borrower), whether or not such income was disbursed during such calendar year, and the Borrowers shall pay all income and other taxes applicable thereto or exigible thereon.

Notwithstanding the provisions of this Section 7, to the extent that Royal Trust becomes liable for the payment of any taxes in respect of income derived from the investment of the Funds, Royal Trust shall satisfy such liability to the extent possible from the Funds. The Borrowers shall jointly and severally indemnify, defend and save harmless Royal Trust from and against any and all tax, late payment, interest, penalty or other costs and expenses (including reasonable costs of litigation and reasonable legal fees and expenses) that may be assessed against or incurred by Royal Trust on or with respect to the Funds and the investment thereof, except to the extent such tax, late payment, interest, penalty or other expense was caused by the gross negligence or willful misconduct of Royal Trust. The indemnification provided by this Section 7 is in addition to the limitations of liability and indemnification provisions set out in Sections 13 and 14 and shall survive the resignation or removal of Royal Trust as escrow and blocked account holder and the termination or expiration of this Agreement.

8. **Duties and Rights of Royal Trust.** Notwithstanding any other provision of this Agreement, Royal Trust and each of the officers, directors, employees, agents, representatives, attorneys, successors and assigns of Royal Trust shall:

a) have only those duties as are specifically provided herein, which shall be deemed purely procedural and administerial in nature, and shall under no circumstance be deemed a fiduciary of either the Agent or the Borrowers or of any of their respective officers, directors, employees, agents, representatives, members, attorneys, successors or assigns. Royal Trust shall neither be responsible for nor chargeable with knowledge of the terms and conditions of any other agreement, instrument or document between or involving the parties hereto, including the Credit Agreement. This Agreement sets forth all matters pertinent to the escrow and blocked account contemplated hereunder and no additional duties or obligations of Royal Trust shall be inferred from the terms of this Agreement or any other agreement, instrument or document. The permissive rights of Royal Trust to do things enumerated in this Agreement shall not be construed as duties;

b) be entitled to rely exclusively upon, and shall have no responsibility to investigate, inquire into or determine the genuineness, authenticity or sufficiency of, any document, notice, direction, request, demand, instrument or other instruction (or, in each case, any signature thereon) submitted to it or otherwise given in connection with this Agreement;

c) be entitled to assume that any person who is, or who purports to be, an officer, director or other authorized representative or signatory (including any receiver or trustee in bankruptcy) of the Agent or the Borrowers has the full power and authority to act on behalf of and to bind, for all intents and purposes, the Agent or the Borrowers, as applicable. Notwithstanding the foregoing, concurrent with the execution of this Agreement, the Agent shall deliver to Royal Trust a certificate of authorized signatures attached in Exhibit B to this Agreement;

d) be fully protected in acting on the opinion, advice of or information obtained from any counsel (including in-house counsel), auditors, advisors, agents or other persons in relation to any matter arising in connection with this Agreement, provided that Royal Trust does not act with gross negligence or wilful misconduct;

e) have the right, but not the obligation, to consult with any counsel (including in-house counsel), auditors, advisors, agents or other persons of its choice in relation to any matter arising in connection with this Agreement; and

f) have the right to perform any of its duties hereunder through agents, attorneys, custodians or nominees.

9. **Resignation or Removal.** Royal Trust may, at any time and for any reason or for no reason, in its sole discretion, resign as escrow and blocked account holder under this Agreement by giving the Agent and the Borrowers at least 30 Business Days' notice in writing of its intention to resign, or such shorter notice as the Agent and the Borrowers may accept as sufficient. The Agent and the Borrowers may, at any time and for any reason or for no reason, in their sole discretion, remove Royal Trust as escrow and blocked account holder under this Agreement by giving Royal Trust at least 30 Business Days' notice in writing of their intention to remove, or such shorter notice as Royal Trust may accept as sufficient. Each of the Agent and the Borrowers agree that they shall forthwith, upon receipt of such notice from Royal Trust or upon the giving of such notice to Royal Trust, as applicable, work diligently to find and appoint a new escrow holder to act in the place and stead of Royal Trust and if they fail to agree on such appointment, any of the Agent, the Borrowers or Royal Trust may apply to a court of competent jurisdiction, upon such notice as such judge may direct, for the appointment of a new escrow and blocked account holder. Upon any such appointment, the new escrow and blocked account holder shall be vested with the same powers, rights, duties and obligations as if it had been originally named herein as escrow and blocked account holder and such new escrow and blocked account holder shall enter into an agreement with the Agent and the Borrowers with respect to such replacement escrow or blocked account arrangement. If at any time or for any reason Royal Trust is authorized or directed to release and deliver the Funds to a new escrow and blocked account holder or to any other person, Royal Trust shall, prior to effecting such release and transfer, be paid all of its unpaid fees, non-reimbursed expenses and costs arising pursuant to this Agreement.

10. **Reporting.** Within 30 days following the end of each calendar quarter ending during the term of this Agreement, or such other accounting period as may be agreed to in writing between Royal Trust, the Agent and the Borrowers and within 30 days following (i) the resignation of Royal Trust as escrow and blocked account holder hereunder, (ii) the payment of all of the Funds in accordance with this Agreement, or (iii) any other termination of this Agreement in accordance with its terms, Royal Trust will deliver or cause to be delivered to both the Agent and the Borrowers a statement, in the form customarily prepared by Royal Trust for accounts of a similar nature, showing all transactions occurring in the Blocked Accounts during the immediately preceding period. Other than set out in the following paragraph below, upon the delivery of the statements referred to in this Section, Royal Trust shall be released and discharged from any and all obligation and

accountability to report to any person or entity on the transactions that occurred in the Blocked Accounts.

In addition to the foregoing, at such time or times as the Agent may request, the Royal Trust will promptly report to the Agent the amounts deposited in the Blocked Accounts and will furnish to the Agent any copies of Royal Trust statements, deposit tickets, deposited items, debit and credit advices and other records maintained by the Royal Trust under the terms of its arrangements with the Borrowers (as in effect on the date hereof). The Borrowers hereby expressly consent to the release of this information by the Royal Trust to the Agent. The Borrowers will reimburse the Royal Trust for its reasonable expenses in providing such items to the Agent.

11. **Charges and Limited Right of Set-Off.** The Borrowers shall at all times be liable to the Royal Trust for any and all fees and service charges relating to the Blocked Accounts and chargebacks for any cheques, drafts and other payment items dishonoured or otherwise returned to the Royal Trust with respect to the Blocked Accounts including such fees set out in Exhibit C hereto (all such fees, service charges and chargebacks being hereinafter referred to, collectively, as "**Charges**").

The Borrowers and the Agent hereby acknowledge and agree that the Royal Trust shall be entitled to recover any and all Charges from the Blocked Accounts and the Royal Trust is hereby authorized to debit the Blocked Accounts or any account of the Borrowers held at any branch of the Royal Trust at any time to recover any and all Charges.

The Royal Trust may exercise its rights of set-off, consolidation and Royal Trust's lien to the extent required to satisfy any Charges, provided, that the Royal Trust shall not exercise any such rights with respect to other liabilities owed to it by the Borrowers.

If there are insufficient funds on deposit in the Revenue Blocked Account or in any account of the Borrowers to cover any outstanding Charges, the Borrowers shall promptly pay to the Royal Trust the amount of such Charges upon demand by the Royal Trust.

If for any reason Royal Trust does not receive payment in full for its services or re-imbursement in full for any expenses or costs incurred by it pursuant to the terms of this Agreement within 30 days of the date of any invoice issued by it in connection therewith, Royal Trust may, in its sole discretion, elect to terminate this Agreement after such 30-day period by providing written notice (a "**Termination Notice**") to each of the Agent and the Borrowers of its intention to so terminate this Agreement, any such Termination Notice to specify the date on which such termination is proposed to be effective, which date shall be at least 10 Business Days following the date of such Termination Notice, accompanied by an invoice for the aggregate amount owing to Royal Trust as at such proposed termination date (the "**Outstanding Fee Amount**"). Upon receipt of any Termination Notice accompanied by such an invoice, the Agent will sign and deliver to Royal Trust Instructions to release and disburse the Outstanding Fee Amount to Royal Trust from the Funds. If there are sufficient Funds to pay the Outstanding Fee Amount and Royal Trust receives such Joint Instructions prior to 4:00 p.m. (Toronto time) on or prior to the proposed date of termination specified in the applicable Termination Notice, this Agreement shall not be terminated in accordance with such Termination Notice. If there are insufficient Funds to pay the Outstanding Fee Amount or Royal Trust does not receive such Instructions prior to 4:00 p.m. (Toronto time) on or prior to the proposed date of termination specified in the applicable Termination Notice, Royal Trust shall have no obligation under this Agreement as long as the Outstanding Fee Amount remains unpaid and Royal Trust may, in its sole discretion, terminate this Agreement in accordance with such Termination Notice.

12. **Compliance with Court Order.** Notwithstanding any other provision contained herein, the Royal Trust shall have the right to freeze or automatically debit the Blocked Accounts in accordance with any court order or notice of garnishment received by it, or any other legal requirement with which the Royal Trust reasonably determines it is required to comply.

13. **Indemnity.** The Borrowers, on a joint and several basis, and the Agent shall indemnify and hold harmless the Royal Trust, and its employees, officers, directors agents, representatives, attorneys, successors and assigns of Royal Trust (collectively, the "**Indemnified Parties**") from and against any and all loss, liability, cost, claim and expense incurred (including, without limitation, reasonable legal fees and expenses) (collectively, the "**Losses**") by the Indemnified Parties with respect to the performance of this Agreement, including, without limitation, claims that the Royal Trust was not properly authorized to transfer credit balances from the Blocked Accounts to the Agent Accounts. The Royal Trust must first make demand for payment under the Borrowers' indemnity, set out in this Section 13, before it seeks recourse against the Agent.

The foregoing indemnities by the Borrowers and the Agent shall not apply to Losses to the extent that they directly result from the gross negligence or wilful misconduct of the Indemnified Parties.

14. **Scope of Duty.** The Royal Trust undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Blocked Accounts with the degree of skill and care that the Royal Trust accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement, none of Royal Trust, nor any of the officers, directors, employees, agents, representatives, attorneys, successors or assigns of Royal Trust, shall be liable, directly or indirectly, to any person or entity, including any of the Agent or the Borrowers, for any costs, expenses, damages, claims, actions, demands or liabilities arising out of or relating to any of the services provided hereunder, except to the extent such costs, expenses, damages, claims, actions, demands or liabilities have been finally adjudicated to have resulted from Royal Trust's gross negligence or willful misconduct. Without limiting the generality of the foregoing, none of Royal Trust, nor any of the officers, directors, employees, agents, representatives, attorneys, successors or assigns of Royal Trust, shall:

a) have any duty or responsibility, and shall not incur any liability, with respect to the adequacy of the Funds to meet and discharge any payments, obligations, liabilities or other commitments of any person or entity;

b) be responsible for any loss to, or diminution of, the Funds resulting from the acquisition, retention, investment or sale of any investments made in accordance with this Agreement or pursuant to any investment direction delivered pursuant to this Agreement; or

c) be liable for any special, indirect or consequential damages or losses of any kind whatsoever (including lost profits), even if Royal Trust has been advised of the possibility of such losses or damages and regardless of the form of action.

15. **Interpleading of Funds.** Notwithstanding any other provision of this Agreement, in the event that Royal Trust is uncertain as to how to proceed in any situation not explicitly addressed by the terms of this Agreement, whether because of any conflicting notice, direction, instruction, claim, allegation or demand of the Agent and/or the Borrowers or for any other reason whatsoever, Royal Trust shall be entitled, at its option and in its sole discretion, to refuse to comply with any such notice, direction, instruction, claim, allegation or demand with respect thereto as long as such uncertainty is continuing, and in so refusing, Royal Trust may elect, at its option and in its sole discretion, to make no release or delivery of any Funds, other than to interplead all of the Funds and any other assets held hereunder into a court of competent jurisdiction. Upon any such

interpleading, Royal Trust and each of the officers, directors, employees, agents, representatives, attorneys, successors and assigns of Royal Trust shall be fully and unconditionally relieved, discharged and released from any and all claims, duties, obligations and liabilities arising under or in connection with this Agreement, and none of them shall be subject to or liable for any claim whatsoever made against it by or on behalf of any other person with respect to this Agreement.

16. **Involvement of Royal Trust.** Each of the Agent and the Borrowers agree to pursue any redress or recourse in connection with any dispute or uncertainty between Agent and the Borrowers without making Royal Trust a party to or requiring Royal Trust to appear in same; provided, however, that, in the event that Royal Trust is required or decides for any reason to be or become party to, be heard at or otherwise participate in any proceeding, arbitration or other dispute resolution proceedings or negotiations with respect to any dispute or uncertainty between Agent and the Borrowers, it shall, unless the events or circumstances giving rise to such dispute or uncertainty are a direct result of Royal Trust's gross negligence or wilful misconduct, be entitled to reimbursement of its out-of-pocket expenses incurred in connection therewith, including the reasonable fees and costs of such counsel, auditors, advisors and agents that it may find necessary to engage in connection therewith, all such fees, expenses and costs to be borne by equally by the Agent and the Borrowers.

17. **No Agency.** Each of the Agent and the Borrowers acknowledge and agree that Royal Trust does not have any interest in the Funds and is acting solely as an escrow and blocked account holder at the request and for the convenience of the Agent and the Borrowers, having only possession of the Funds. Royal Trust shall not be deemed to be the agent or trustee of any party in respect of the escrow or blocked account herein referred to and none of the Agent or the Borrowers shall be deemed to be the agent or trustee of Royal Trust in respect of the escrow or blocked account herein referred to. Except as otherwise provided herein, Royal Trust shall not be liable to any of the Agent or the Borrowers for any error in judgment or for any act or omission on its part in respect of the escrow or blocked account herein referred to unless such error in judgment, act or omission is made, taken or suffered in bad faith or involves gross negligence.

18. **Termination.** The Borrowers shall have no right to terminate this Agreement or the account agreements relating to the Blocked Accounts without the written consent of the Agent. The Royal Trust may terminate this Agreement and/or the account agreements relating to the Blocked Accounts upon thirty (30) days prior notice to the Agent thereof. The Agent may terminate this Agreement upon thirty (30) days prior notice to the Royal Trust thereof. Upon any such termination, the Royal Trust shall remit the entire balance of the Blocked Accounts as the Agent directs in writing, save and except for the amount of any Charges owing to the Royal Trust and subject to the rights of the Royal Trust set out in Section 11 hereof.

The Agent may terminate this Agreement at any time upon thirty (30) days prior notice to the Royal Trust thereof. If this Agreement is terminated, the Royal Trust shall remit the entire balance of the Blocked Accounts as provided in Section 6 hereof save and except for the amount of any Charges owing to the Royal Trust and subject to the rights of the Royal Trust set out in Section 11 hereof.

Upon the disbursement of all of the Funds, including any interest and investment earnings thereon, this Agreement shall terminate and be of no further force and effect, except that the provisions of Sections 7, 13, 14, 19, 20, 24, 25 and 26 hereof shall survive any such termination and continue in full force and effect.

19. **Full Release of Royal Trust.** Notwithstanding any other provision of this Agreement, upon the release from the Blocked Accounts by Royal Trust of all of the Funds pursuant to or as contemplated by this Agreement (whether such release occurs before or after any termination of

this Agreement), Royal Trust and each of the officers, directors, employees, agents, representatives, attorneys, successors and assigns of Royal Trust shall be fully and unconditionally relieved, discharged and released from any and all claims, duties, obligations and liabilities arising under or in connection with this Agreement, and none of them shall be subject to or liable for any claim whatsoever made against it by or on behalf of any other person or entity (including any party to this Agreement) with respect to this Agreement

20. **Survival.** Notwithstanding any other provision of this Agreement, the provisions of Sections 7, 13, 14, 19, 20, 24, 25 and 26 will survive the termination of this Agreement and/or the resignation, replacement or removal of Royal Trust as escrow and blocked account holder hereunder.

21. **Entire Agreement.** Except for the terms of the Credit Agreement, the Financing Documents (as defined in the Credit Agreement) and blocked accounts agreement with the Bank, which bind the Borrowers and the Agent but do not bind Royal Trust, this Agreement sets forth the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all previous oral or written agreements, communications, representations and understandings including the terms of the Original BAA.

22. **Regulatory Compliance.** If Royal Trust is subject to any legislation, including anti-money laundering legislation and privacy legislation, that requires it to collect information or obtain undertakings, agreements, documents or the like from the parties to this Agreement, their representatives, employees, officers, directors, or any agent or agents of such parties, the parties hereto agree that they shall fully cooperate with the reasonable requests of Royal Trust in this regard, including delivery of information, agreements, or documents or providing signatures or executing documents and to take all reasonable steps to cause the parties' representatives, employees, officers, directors, or agents as the case may be to do the same, all to the extent required to ensure that Royal Trust satisfies applicable legislative requirements, and the parties hereto agree that if for any reason such requirements are not satisfied, Royal Trust may, at its option and in its sole discretion, refuse to act as may otherwise be required under this Agreement until such requirements are satisfied.

23. **Conflict of Interest.** Royal Trust's services to the parties hereto are not exclusive and Royal Trust is hereby expressly authorized from time to time in its discretion, for any purpose, including for the purpose of assisting Royal Trust with its duties under, and the administration of, this Agreement, to appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, including without limitation, itself and any individual, firm, partnership, association, trust or body corporate with which it may directly or indirectly be affiliated or related or in which it may be directly or indirectly interested, whether on its own account, for this Agreement, or for the account of another (in a fiduciary capacity or otherwise) without being liable to account therefor and without being in breach of this Agreement.

24. **Confidential Information.** The parties may exchange personal information ("**Confidential Information**"), but only such information as is required in order for the parties to fulfill their duties under this Agreement.

25. **Use and Disclosure.** The parties agree to use the Confidential Information solely for performing their duties under this Agreement. The parties will hold the Confidential Information in confidence and will not use or disclose the Confidential Information to any third party; provided, however, that the parties may disclose any such Confidential Information to their directors, officers, employees, agents, service providers, advisors, internal and external auditors or regulatory authorities as well as those of their affiliates and any other parties to the Credit Agreement or Financing Documents (as defined in the Credit Agreement), with a need to know such Confidential

Information and who agree to be bound by these confidentiality obligations, or as required or permitted by law.

26. **Personal Information.** The parties acknowledge that the Confidential Information may include personal information about identifiable individuals. Each of the parties hereto agree to act in accordance with the *Personal Information Protection and Electronic Documents Act* ("**PIPEDA**") and applicable provincial private sector privacy legislation which has by Order been declared as substantially similar to PIPEDA with respect to collection, use, disclosure, retention of and access to personal information.

27. **Correction of Personal Information.** Royal Trust will correct or amend any inaccuracy with any Confidential Information promptly after it is notified of the inaccuracy by the parties. If Royal Trust otherwise becomes aware of any inaccuracy with any Confidential Information, Royal Trust will promptly advise the parties.

28. **Collection of Information and Documents.** The parties acknowledge that Royal Trust is and in the future may be subject to legislation, including but not limited to anti-money laundering legislation and privacy legislation, that requires that Royal Trust collect information or obtain undertakings, agreements, documents or the like from each of the parties or their directors, officers and employees, and shall cooperate with the Royal Trust including delivery of information, agreements or documents or providing signatures or executing documents and take all reasonable steps to cause its directors, officers and employees to do same, all to the maximum extent required to ensure that Royal Trust satisfied applicable legislative requirements.

29. **Amendments.** No change or modification of this Agreement is binding upon the parties unless it is in writing and signed by all parties.

30. **Successors and Assigns.** This Agreement shall be binding upon each of the parties and their respective successors and permitted assigns and enure to the benefit of the Royal Trust and the Agent and their respective successors and assigns.

31. **Notices.** Any notices or instructions permitted or required pursuant to this Agreement shall be in writing and shall be delivered to the party for which it is intended by registered mail (postage prepaid), prepaid courier, electronic mail or facsimile to the address of such party indicated below, or at such other address as any party hereto may stipulate by notice to the other parties from time to time.

Any notice sent by registered mail shall be deemed to be received by the party for which it is intended five (5) Business Days after mailing. Any notice delivered by prepaid courier shall be deemed to be received by the party for which it is intended on the date of actual delivery thereof if such delivery occurs prior to 12:00 p.m. on such Business Day and, otherwise, on the next following business day. Any notice sent by facsimile or electronic mail shall be deemed to be received by the party for which it is intended on the next Business Day following transmission. The addresses for notice of the parties are as follows:

the Agent:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
MS: NYC60 - 1630
New York, NY 10005

Attention: Project Finance Agency Services – GSC Solar Fund II LP
Fax No.: 732-578-4636

the Royal Trust:

Royal Royal Trust of Canada
155 Wellington St. West, 20th Floor
Toronto, Ontario M5V 3K7

Attention: Trang Le, Trust Officer, RCA/EBP & Escrow Group
Fax No.: (416) 955-3268

the Borrowers:

Grasshopper Solar Corporation
5935 Airport road, Suite 210
L4V 1W5

Attention: Ryan Ward
Email: Ryan.Ward@grasshoppersolar.com
Telephone: 866-310-1575, x301

Notwithstanding any other provision of this Agreement, in respect of any notice or other communication provided to Royal Trust by facsimile (each an "**Blocked Account Holder Fax Communication**"), Royal Trust shall have the right, in its sole discretion, to refuse to do or not do any act or thing otherwise required to be done or not done pursuant to such Blocked Account Holder Fax Communication unless and until Royal Trust receives an original, executed version of such notice or communication

32. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Agreement shall continue in full force and effect.

33. **Further Assurances.** The parties agree that each of them shall, upon reasonable request of the other, do, execute, acknowledge and deliver such acts, deeds and agreements as may be necessary or desirable to give effect to the terms of this Agreement.

34. **Conflicts.** In the event of any inconsistency between this Agreement and the terms of any other agreement between either the Borrowers and the Royal Trust or the Borrowers and the Agent, the terms of this Agreement shall prevail.

35. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement.

36. **Governing Law.** This Agreement shall be governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

[Remainder of this page intentionally left blank]

GSC SOLAR FUND I LP, by its general partner, **GSC SOLAR FUND I GP INC.**, as a Borrower

Per: _____
Name: Mohammad Osman Sediqi
Title: President

_____
Name: Ryan Ward
Title: Treasurer

GSC SOLAR FUND II LP, by its general partner, **GSC SOLAR FUND II GP INC.**, as a Borrower

Per: _____
Name: Mohammad Osman Sediqi
Title: President

_____
Name: Ryan Ward
Title: Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS as Agent

Per: _____
Name: James Briggs
Title: Vice President

_____
Name:
Title: Deirdre Lewis
Vice President

ROYAL TRUST CORPORATION OF CANADA

Per: _____

Name: Sharon S. M. Yeung
Title: Associate Director, Institutional Trust Services

_____

Name: Anthony Lam
Title: Senior Trust Officer

EXHIBIT A
LIST OF BLOCKED ACCOUNTS

Account Holder Name	Blocked Account	Account No.
GSC Solar Fund I LP and GSC Solar Fund II LP	Revenue Blocked Account	46434374-13
GSC Solar Fund I LPLP and GSC Solar Fund II LP	HST Account	46434375-12
GSC Solar Fund I LPLP and GSC Solar Fund II LP	Reserve Account	46434376-11
GSC Solar Fund I LPLP and GSC Solar Fund II LP	Distribution Account	46434377-10
GSC Solar Fund II LP	Construction Account	46434463-15
GSC Solar Fund II LP	Holdback Account	46434464-14

EXHIBIT B
CERTIFICATE OF AUTHORIZED SIGNATURES

(attached)

EXHIBIT C
SCHEDULE OF FEES

INITIAL SERVICES FEE
A one-time fee of $12,500.00 plus legal costs incurred by Royal Trust on a time cost basis will be charged for the review and modification of the blocked account agreement. A fee of $1,000.00 to setting up any additional accounts for this agreement.

(A) ANNUAL FEES
For custody and safekeeping of assets, monthly administration, including correspondence, payments, record-keeping, reporting, and related Depository Agent duties and responsibilities including directed investments, fees will be charged at the following:

Account Fee:	$3,500.00 CAD per account, per annum
Trade Fee:	$125.00 CAD per transaction
Receipts:	$25.00 CAD per transaction
Disbursements:	$100.00 CAD per transaction

(B) TAX PREPARATION FEES
A fee of $325.00 per hour is applied for the preparation, filing, review of income tax returns and other required tax filings, if applicable.

(C) OUT-OF-POCKET EXPENSES
In addition to its compensation for its services, Royal Trust shall be reimbursed for all legal fees and disbursements, other charges and reasonable out-of-pocket expenses incurred by Royal Trust in the administration of the depository accounts.

(D) SPECIAL FEES
The above fees do not include any special fee connected with any litigation or exceptional services provided or responsibilities undertaken by Royal Trust. Any special fee will be charged based on a time cost of $300.00 per hour.

(E) FEE CHANGES
The rates indicated will remain in force for 5 years from the date of the account agreement. Upon providing the Companies with 90 days written notice, Royal Trust may change the Blocked Accounts fees payable to its usual rates for similar services at that time.

(F) ASSETS PLACED ON DEPOSIT

The Companies acknowledge and agree that Royal Trust may deposit assets of the escrow account, including cash, in or with Royal Trust, any financial institution affiliated or related to Royal Trust, or any agent of or advisor to Royal Trust (collectively, "Authorized Depositaries") notwithstanding that Royal Trust and/or any of the Authorized Depositaries may benefit therefrom, and Royal Trust or Authorized Depositaries shall not be required to account for, or to give up, any such benefit. In particular, it shall not be improper for Royal Trust to deposit moneys with, or give custody of the assets of the escrow account to Royal Trust or any Authorized Depositaries, notwithstanding any benefit realized as a result, including retaining a profit in excess of interest paid (if any) on, or fees payable to any affiliated or related companies in respect of, such deposit or custody arrangement.

The Companies acknowledge and agree that the payment of the above fees to which Royal Trust is entitled under this agreement do not include any applicable taxes, whether federal or provincial, including but not limited to goods and services tax and harmonized sales tax, which shall be an additional charge payable by the Companies.

EXHIBIT D
FORM OF INSTRUCTION

Reference is made to the blocked account agreement dated _____, 2018 (the "**Agreement**") between GSC Solar Fund I LP (the "**Borrowers**"), Deutsche Bank Trust Company Americas (the "**Agent**") and Royal Trust Corporation of Canada ("**Royal Trust**").

Subject to the terms and conditions of the Agreement, the Agent hereby irrevocably authorize and direct Royal Trust to release from the Revenue Blocked Account the amount of C$_____ and disburse such amount to the [**HST Account/ Reserve Account/ Distribution Account**] held by the Royal Trust, and as described in Exhibit A.

This shall be your good and sufficient authority for so doing.

DEUTSCHE BANK TRUST COMPANY AMERICAS

by: _____

Name: •
Title: •

by: _____

Name: •
Title: •

This is Exhibit "GG" 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

Enquiry Result

File Currency: **10SEP 2025**

Show All Pages

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Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND II LP						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	738850212	1	1	1	3	01MAY 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
738850212		001	002		20180501 1616 1862 1996	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND II LP				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND II GP INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Secured Party	**Secured Party / Lien Claimant**			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address	**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16	NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. PORIME)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR FUND II LP							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	738850212	1	1	2	3	01MAY 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
738850212		002	002		20180501 1616 1862 1996		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address		**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR FUND II LP				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	738850212	1	1	3	3

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8992	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	738850212			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR FUND II GP INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

1527

LAST PAGE

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ServiceOntario Contact Centre

This is Exhibit "HH" 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

GENERAL SECURITY AGREEMENT

TO: Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

GRANTED BY: GSC Solar Fund II GP Inc. (together with its successors and permitted assigns, the "**Debtor**")

DATE: **May 31, 2018**

RECITALS:

A. Pursuant to the amended and restated credit agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become from time to time lenders pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to make available to the Debtor certain credit facilities upon the terms and conditions contained therein.

B. The Debtor is required to enter into this Agreement, among others, as security for its Obligations to the Secured Creditors.

C. The security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

The parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

The terms "Accessions", "Account", "Account Debtor", "Chattel Paper", "Document of Title", "Equipment", "financing change statement", "financing statement", "Futures Account", "Futures Contract", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", and "Proceeds" whenever used herein have the meanings given to those terms in the PPSA.

The terms "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the STA.

1.2 Definitions

Wherever used in this Agreement, capitalized terms not otherwise defined have the meanings given to them in the Credit Agreement. The following words and terms have the meanings set out below:

"**Agreement**" means this general security agreement, including all schedules, and all amendments or restatements as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Collateral**" has the meaning specified in Section 2.1.

"**Contracts**" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person which does not constitute Investment Property, whether written or unwritten, to which the Debtor is now or subsequently a party or has a benefit, right, or in which the Debtor now has or subsequently acquires an interest.

"**Control Agreement**" means any present or future agreement or agreements entered into by the Debtor, the Collateral Agent and the applicable issuer, securities intermediary or futures intermediary, whereby the parties intend for the Collateral Agent to obtain control (as provided for in the STA) of Investment Property.

"**Credit Agreement**" has the meaning specified in the recitals.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Pledged Securities means:

(a) in the case of Pledged Securities constituting certificated securities, transfer thereof to the Collateral Agent or its nominee by physical delivery of the security certificates to the Collateral Agent or its nominee, such Pledged Securities to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Collateral Agent;

(b) in the case of Pledged Securities constituting uncertificated securities, (A) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, registration thereof on the books and records of the issuer thereof in the name of the Collateral Agent or its nominee;

(c) in the case of Pledged Securities constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (A) the execution and delivery by the relevant securities intermediary of an effective Blocked Accounts Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, completion of all actions necessary to constitute the Collateral Agent or its nominee the entitlement holder with respect to each such security entitlement; and

in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Pledged Securities in favour of the Collateral Agent or its nominee.

"**Financial Close**" means the date on which the conditions set out in Section 5.1 of the Credit Agreement have been satisfied or waived to the satisfaction of all of the Lenders.

"**Intellectual Property Rights**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, inventions, know-how and other intellectual property rights, whether registered or unregistered.

"**Obligations**" means all of that Debtor'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, provided that Obligations shall not include any obligation, liability or indebtedness related to any MicroFIT Project.

"**Pledged Securities**" means all Equity Securities of or in the capital stock of any entity in which an ownership interest is held by the Debtor as of the date hereof, as more particularly described in Schedule A, and all Equity Securities of or in the capital stock of any entity acquired by the Debtor at any time following the date hereof.

"**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c.P.10.

"**Relevant Property**" has the meaning specified in Section 2.4.

"**Security Interest**" has the meaning specified in Section 2.1.

"**STA**" means the *Securities Transfer Act*, 2006, S.O. 2006, c. 8, as amended.

1.3 Certain Rules of Interpretation

In this Agreement:

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without reference to conflicts of laws principles. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and such courts shall have jurisdiction to deal with all matters relating to the interpretation of, or enforcement of rights under this Agreement, and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of such courts without prejudice to or limitation of any other rights or remedies available under the laws of any other jurisdiction where property or assets of the Debtor may be found.

(b) **Headings.** Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) **Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Severability.** If any covenant, obligation or agreement of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid, illegal or unenforceable in any jurisdiction under any Applicable Law, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances or in other jurisdictions other than those as to which it is held invalid, illegal or unenforceable, and each covenant, obligation and agreement of this Agreement shall be separately valid, legal and enforceable to the fullest extent permitted by Applicable Law.

(g) **Statutory references.** A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

(h) **References to Agreements.** The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted.

(i) **Paramountcy.** If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

1.4 Entire Agreement

This Agreement, the Credit Agreement and the other Financing Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Credit Agreement and the other Financing Documents.

ARTICLE 2
SECURITY INTERESTS

2.1 Security Interest

As general and continuing security for the payment and the performance of its Obligations, the Debtor 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 all right, title and interest in, to and under all of the Debtor's present and after-acquired personal property, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in all property of the following kinds (as applicable):

(i) Contracts: all present and future Contracts (including, without limitation, any present and future Project Agreements) to which the Debtor is a party, and the Debtor's right, title and interest in any authorizations, permits, consents, licences or similar approvals (including all Project Approvals) relating to a Project;

(ii) Project Agreement Security: all construction, completion and performance bonds, sureties, guarantees, letters of credit or other financial instruments and all similar contracts, instruments and agreements in favour of or for the benefit of the Debtor and any other security provided by any contractor or service provider in favour or for the benefit of the Debtor from time to time;

(iii) Collateral Accounts: the Collateral Accounts, and all amounts hereafter deposited to, and all Permitted Investments or other approved investments now or hereafter forming any part of, any of the Collateral Accounts;

(iv) Receivables: 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 to the Debtor;

(v) Inventory: all Inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all Goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor;

(vi) Equipment: all machinery, Equipment, fixtures, furniture, plant, vehicles and other tangible personal property of whatever nature or kind which is not Inventory;

(vii) Chattel Paper: all Chattel Paper;

(viii) Documents of Title: all Documents of Title, whether negotiable or not, including without limiting the generality of the foregoing, all warehouse receipts and bills of lading;

(ix) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other Securities and all Instruments, Investment Property, Financial Assets, Securities Accounts and Security Entitlements;

(x) Intangibles: all Intangibles not otherwise described in this Section 2.1, including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property or intellectual property;

(xi) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(xii) Insurance: all insurance policies in which the Debtor now or hereafter has rights;

(xiii) Books, Records, Etc.: all books, papers, Accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts, securities, Instruments and other rights and benefits in respect thereof;

(xiv) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and

(xv) Proceeds: all Proceeds and renewals of any of the foregoing Collateral 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.

The foregoing is collectively referred to herein as the "**Collateral**". Notwithstanding anything to the contrary herein, the Collateral shall not include FIT Contracts for MicroFIT Projects.

2.2 Attachment

Each of the Debtor 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 the Debtor and the Collateral Agent of this Agreement, and, as to after-acquired Collateral, as soon as the Debtor acquires rights therein. This Agreement constitutes a "security agreement" as that term is defined in the PPSA.

2.3 Leases

The last day of any term reserved by any real property lease or sub-lease, written or unwritten, or any agreement to lease or sub-lease real property, now held or subsequently acquired by the Debtor is excepted out of the Security Interest. As further security for the payment of the Obligations, the Debtor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Collateral Agent for the purpose of this Agreement. The Debtor shall assign and dispose of the same in such manner as the Collateral Agent may from time to time direct in writing without cost or expense to the Collateral Agent. Upon any sale, assignment, sub-lease or other disposition of such lease, sub-lease or agreement to lease or sub-lease, the Collateral Agent shall, for the purpose of vesting the residue of any such term in any purchaser, sub-lessee or such other acquiror of the real property lease, sub-lease, agreement to lease or sub-lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Debtor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.4 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any Contract or agreement to the extent that such Contract or agreement is not assignable or requires the consent of a third party to its assignment unless such consent has been obtained, due to (a) its provisions (other than a contract or agreement that is the whole of an account or chattel paper for money due or to become due), or (b) Applicable Law. In each such case, following the occurrence of an Event of Default and during the continuance thereof, the Debtor shall, unless the Collateral Agent otherwise agrees in writing, promptly, upon written request by the Collateral Agent, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Collateral Agent to any third party as a result of the exercise by the Collateral Agent of remedies. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Contract or agreement without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the Debtor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or agreement in question, hold all benefit to be derived from such Contracts or agreements in trust for the Collateral Agent (including, without limitation, the Debtor's beneficial interest in any Contract or agreement which may be held in trust for the Debtor by a third party), as additional security for the payment of the Obligations and shall deliver up all such benefit to the Collateral Agent, promptly upon demand by the Collateral Agent following the occurrence of an Event of Default and during the continuance thereof.

Notwithstanding the generality of the foregoing paragraph, the Security Interest shall not extend to, and the Collateral will not include, any authorizations, permits, consents, licences and similar approvals relating to a Project (the "**Relevant Property**") to the extent that the creation of the Security Interest therein would constitute a breach of the terms thereof or constitute a default or breach of contractual obligations of the Debtor or would be precluded or is not possible under Applicable Law, but the Debtor shall hold its interest in the Relevant Property in trust for the Collateral Agent and shall assign such Relevant Property to the Collateral Agent immediately upon obtaining the consent of any other party thereto or, if applicable, any Governmental Authority.

ARTICLE 3
OBLIGATIONS SECURED

3.1 Obligations

The Collateral constitutes and will constitute continuing security for all of the Obligations, as defined and used in the Credit Agreement, of the Debtor.

ARTICLE 4
DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor acknowledges that the Collateral Agent is relying upon the representations and warranties set forth in the Credit Agreement in entering into this Agreement. All representations and warranties of the Debtor made in this Agreement or in the Credit Agreement delivered by or on behalf of the Debtor to or for the benefit of the Collateral Agent are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect until there are no further Obligations. The Collateral Agent shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Collateral Agent at any

time. In addition, the Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:

(a) **Legal Name.** The name of the Debtor as set out in preamble above is its correct legal name.

(b) **Uncertificated Securities.** None of the Collateral that is an interest in a partnership or a limited liability company:

(i) is dealt in or traded on any securities exchange or in any securities market;

(ii) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or

(iii) is held in a Securities Account;

except for any such Collateral of which the Collateral Agent or its nominee has "control" within the meaning of the STA.

The Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, in respect of the Pledged Securities owned by it (if applicable), as follows:

(a) It is the registered and beneficial owner of such Pledged Securities subject only to the security interests created by this Agreement, the other Financing Documents and the Permitted Liens.

(b) All Collateral consisting of Pledged Securities has been duly authorized and validly issued, is outstanding as fully paid and non-assessable, and constitutes 100% of the issued and outstanding ownership interest of the Debtor in the applicable entity.

(c) None of its rights arising as the legal and beneficial owner of such Pledged Securities have been surrendered, cancelled or terminated.

(d) There is no default or dispute existing in respect of such Pledged Securities.

(e) All such Pledged Securities are certificated and have been Delivered to the Collateral Agent.

4.2 Covenants

The Debtor acknowledges that the Collateral Agent is relying upon the covenants given by the Debtor under the Credit Agreement in connection with this Agreement and that such covenants shall be continuing covenants as provided in and subject to the terms of the Credit Agreement. In addition, unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Notification to Collateral Agent.** The Debtor shall promptly notify the Collateral Agent of:

(i) Claims and Encumbrances – Any material claim, Lien or encumbrance made or asserted against any of the Collateral other than Permitted Liens;

(ii) Loss or Damage – Material loss or damage to or loss of possession of all or a material part of the Collateral other than by disposition in accordance with the terms of the Project Agreements and the Financing Documents; and

(iii) Account Debtor Non-Performance – Any failure of any Account Debtor, any securities intermediary in respect of a Securities Account or any futures intermediary in respect of a Futures Account in payment or performance of obligations due to the Debtor which may materially affect the Collateral.

(b) **No Accessions or Fixtures.** Subject to the terms of the Project Agreements and the Financing Documents, the Debtor shall prevent the Collateral from becoming an Accession to any property other than the Collateral or from becoming a fixture unless the Security Interest ranks prior to the interests of all other persons in the applicable real property.

Unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Additional Certificates**

(i) if the Debtor receives or becomes entitled to receive any security certificate, unit certificate or other instrument in respect of the Pledged Securities, the Debtor shall accept same as the Collateral Agent's agent, hold such security certificate, unit certificate or other instrument in respect of the Pledged Securities in trust for the Collateral Agent and immediately Deliver them to the Collateral Agent (or to the Collateral Agent's nominee, as the Collateral Agent may direct) in the exact form received, as additional security for the Obligations; and

(ii) if any Restricted Payment (other than as permitted under the Credit Agreement) is made in respect of the Pledged Securities or any property is distributed with respect to the Pledged Securities pursuant to the recapitalization, reclassification or reorganization of the capital of any entity in which the Debtor holds an ownership interest, the property so distributed shall be Delivered to the Collateral Agent, or its agent or nominee as the Collateral Agent may direct, to be held by it as part of the Pledged Securities.

(b) **Issuance of Pledged Securities.** The Debtor shall not permit any issuance of Pledged Securities unless such Pledged Securities are, immediately upon their issuance, pledged in favour of and Delivered to the Collateral Agent and the Debtor does, 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 additional securities within the meaning of the STA.

(c) **Defend.** The Debtor shall, on written request of the Collateral Agent, defend the Collateral Agent's right, title and security interest in and to all the Pledged Securities against the claims and demands of all other Persons.

(d) **No Granting of Control.** Subject to the provisions of the Credit Agreement, the Debtor may not:

(i) deliver any Pledged Securities that constitute uncertificated securities to any Person other than the Collateral Agent;

(ii) consent to any agreement whereby any entity in which the Debtor holds an ownership interest agrees to comply with instructions that are originated by any Person other than the Collateral Agent in respect of any Pledged Securities that constitute uncertificated securities; or

(iii) assign, transfer or grant a security interest to any other Person or in any other manner further encumber the Pledged Securities, other than pursuant to the Financing Documents or any Permitted Lien.

ARTICLE 5
RIGHTS RELATING TO SECURED PROPERTY

5.1 Debtor's Rights before Default

Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the other Financing Documents, the Debtor is entitled to deal with the Collateral in the ordinary course of business, provided that, no action shall be taken which would impair the effectiveness of the Security Interest created by this Agreement or the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement or any other Financing Document. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor shall and shall be deemed to hold all Proceeds constituting Collateral in trust, separate and apart from other Money, Instruments, Investment Property or property, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full.

5.2 Voting Rights

(a) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, the Debtor may exercise all voting rights in respect of any Collateral that is Investment Property (including the Pledged Securities) ("**Applicable Investment Property**") and to give consents, waivers, directions, notices and ratifications and to take other action in respect thereof, except that no votes may be cast or consent, waiver, directions, notice or ratification given or action taken which would:

(i) impair the effectiveness of the Security Interest;

(ii) impair the value of or restrict the transferability of the Applicable Investment Property (including the Pledged Securities); or

(iii) be inconsistent with or violate any provisions of this Agreement or any other Financing Document.

(b) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, if any of the Applicable Investment Property are registered or otherwise held in the Collateral Agent's or its nominee's name, the Collateral Agent, on the Debtor's written request, shall execute and deliver or cause its agent or nominee to execute and

deliver to the Debtor suitable proxies, voting powers or powers of attorney in favour of the Debtor or its nominee or nominees for voting, giving consents, waivers, directions, notices or ratifications or taking any other action the Debtor is permitted to take in respect of such Applicable Investment Property.

5.3 Dividends and Distributions

Until the occurrence of an Event of Default which is continuing, the Debtor shall be entitled to receive and deal with (except as otherwise restricted by this Agreement or the Credit Agreement) any interest and regular cash dividends at any time payable on or with respect to any Applicable Investment Property to the extent such amounts are expressly permitted by the Credit Agreement, and the Collateral Agent shall immediately deliver to the Debtor such interest or regular cash dividends received by the Collateral Agent.

5.4 Rights and Duties of the Collateral Agent

Upon the occurrence of an Event of Default and during the continuance thereof, all of the Debtor's rights pursuant to Sections 5.1 and 5.2 will cease and the Collateral Agent may enforce any of the Debtor's rights with respect to any Applicable Investment Property. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor will and will be deemed to hold all Applicable Investment Property not under the control of the Collateral Agent in trust, separate and apart from other property and assets of the Debtor, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full, and the Debtor shall forthwith Deliver any such Applicable Investment Property to the Collateral Agent, or its nominee or agent, as the Collateral Agent may direct, to the extent the Debtor has not already Delivered such Applicable Investment Property to the Collateral Agent. The Collateral Agent and its nominee shall not have any duty of care with respect to the Applicable Investment Property other than to use the same care in the custody and preservation of the Applicable Investment Property as it would with its own property. The Collateral Agent or its nominee shall have no obligation to take any steps to defend or preserve the Debtor's rights against the claims or demands of others. The Collateral Agent or its nominee, however, shall give the Debtor notice of any claim or demand of which it becomes aware to permit the Debtor to have a reasonable opportunity to defend or contest the claim or demand.

ARTICLE 6
REMEDIES

6.1 Collateral Agent's Rights and Remedies

Following the occurrence of an Event of Default and during the continuance thereof, subject to the terms of the Credit Agreement, all of the Obligations shall, at the Collateral Agent's option (as instructed by the Administrative Agent) and without notice to the Debtor, become immediately due and payable and the Collateral Agent may, upon instructions from the Administrative Agent, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement and in the Credit Agreement, (including, without limitation, the signification and collection of the Debtor's Accounts), or otherwise afforded by law, in equity or otherwise. The Collateral Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Collateral Agent expressly retains all rights and remedies not inconsistent with the provisions of this Agreement including all the rights it may have under the PPSA. The Collateral Agent shall hold all proceeds from enforcement of the rights and remedies below for the benefit of the Secured Creditors. Subject to the terms of the Credit Agreement, the Collateral Agent may, upon the occurrence of any Event of Default and during the continuance thereof, and acting on the advice

of counsel or upon instructions from the Administrative Agent, to the extent permitted by Applicable Law:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver (which term shall include a receiver, a manager or a receiver and manager) of the Debtor and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Collateral Agent, with respect to responsibility for its acts, shall, to the extent permitted by Applicable Law, be deemed the agent of the Debtor and not of the Collateral Agent. Where the "Collateral Agent" is referred to in this Article, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.

(b) **Enter and Repossess.** In accordance with Applicable Law, enter the Debtor's premises and repossess, disable or remove the Collateral, provided that with respect to any premises for which a Lease Agreement is in place, the Collateral Agent will comply with the terms and conditions of the rights of access granted therein or in any applicable Landlord Agreement.

(c) **Retain the Collateral.** Retain and administer the Collateral in the Collateral Agent's sole and unfettered discretion.

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Debtor to the extent permitted by law. The Collateral Agent may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Collateral Agent may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Collateral Agent has taken possession of the Collateral.

(e) **Foreclosure.** Foreclose upon the Collateral.

(f) **Investment Property.**

(i) Disposal – Without limiting the generality of Section 6.1(d), the Debtor acknowledges that when disposing of any Investment Property (including any Pledged Securities), the Collateral Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. The Debtor acknowledges and agrees that any such private sale may result in

prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Collateral Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

(ii) Exercise of Rights – Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may elect by written notice to the Debtor and to an officer of the issuer of the Investment Property or to any securities intermediary or futures intermediary in respect of the Investment Property, as may be applicable, that all or part of the rights of the Debtor in the Investment Property including, the right to vote, give consents, entitlement orders, instructions, directions, waivers or ratifications and take other actions and receive interest or regular cash dividends, payments or other distributions, shall cease, and upon such election all such rights shall become vested in the Collateral Agent or as it may direct.

(iii) Registration and Control – Require that the Investment Property be registered in the name of the Collateral Agent or as it may direct, that delivery of the Investment Property be made to the Collateral Agent or that control of the Investment Property be obtained by the Collateral Agent, or as it may direct, in accordance with the provisions of the STA and the Collateral Agent may then, without notice, exercise any and all voting rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Investment Property without the consent of the Debtor as if it were the absolute owner, including the right to exchange at its discretion, any and all of the Investment Property upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Investment Property and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, securities intermediary, futures intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine.

(g) **Collection of Accounts.** Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent, whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, acting in a commercially reasonable manner and in accordance with the credit agreement, to notify and direct Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange to make all payments to the Collateral Agent, and the Collateral Agent shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange and any Proceeds as part of the Collateral. Upon the occurrence of an Event of Default and during the continuance thereof, any payments received by the Debtor in respect of the Collateral shall be held by the Debtor in trust for the Collateral

Agent in the same medium in which it was received, shall not be commingled with any assets of the Debtor and shall, at the request of the Collateral Agent be turned over to the Collateral Agent not later than the next Banking Day following the day of such request from the Collateral Agent.

(h) **Carry on Business.** Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Collateral Agent sees fit. The Collateral Agent shall not be liable to the Debtor in respect of any related rent, costs, charges, depreciation or damage in so doing.

(i) **Payment of Encumbrances.** Pay any encumbrances or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations.

(j) **Payment of Deficiency.** If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Collateral Agent any deficiency and the Collateral Agent may sue the Debtor to collect the amount of such deficiency.

(k) **Dealing with Collateral.** Subject to Applicable Law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Collateral Agent advisable and without notice to the Debtor. The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Obligations.

(l) **Disposition of Pledged Securities.** The Collateral Agent shall give to the Debtor at least three Banking Days' written notice of any sale or disposition pursuant to paragraph (d) above of any Pledged Securities. If there is a sale of Pledged Securities pursuant to paragraph (d), the Debtor agrees to provide all information, certificates and consents required under applicable securities laws or under the rules, by-laws or policies of the exchange(s) on which any of the Pledged Securities may be listed and posted for trading to permit the sale of the Pledged Securities in compliance with such applicable laws, rules, by-laws or policies.

6.2 Power of Attorney

Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor constitutes and appoints the Collateral Agent from time to time, or any receiver appointed of the Debtor as provided for in this Agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do any and all acts and things, complete any endorsements, stock transfer powers or registrations and make and execute all such documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Collateral

Agent or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Debtor upon the occurrence of an Event of Default and during the continuance thereof. The Debtor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration and shall terminate only upon written release by the Collateral Agent of the Debtor's obligations under this Agreement executed and delivered by the Collateral Agent (or its nominee(s)).

6.3 Assemble the Collateral

To assist the Collateral Agent in the implementation of such rights and remedies, the Debtor will, at its own risk and expense and immediately upon the Collateral Agent's request following the occurrence of an Event of Default and during the continuance thereof, assemble and prepare for removal such items of the Collateral as are selected by the Collateral Agent as shall, in the Collateral Agent's sole judgment, have a value sufficient to cover all the Obligations.

6.4 Allocation of Proceeds

Subject to the Credit Agreement, all monies collected or received by the Collateral Agent in respect of the Collateral may be held by the Collateral Agent and may be applied on account of such parts of the Obligations in accordance with priority of payment provisions set forth in the Credit Agreement.

6.5 Waivers and Extensions

Subject to the Credit Agreement, the Collateral Agent may waive default or any breach by the Debtor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Collateral Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Collateral Agent resulting therefrom. Any such waiver must be in writing and signed by the Collateral Agent to be effective.

Subject to the Credit Agreement and if so instructed by the Administrative Agent, the Collateral Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as the Collateral Agent may see fit without prejudice to the liability of the Debtor to the Collateral Agent, or the Collateral Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Collateral Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Collateral Agent or otherwise preclude the Collateral Agent from enforcing such rights.

6.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Collateral Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either

expressly or by course of conduct by the Collateral Agent 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 right or remedy of the Collateral Agent under this Agreement as a result of any other default or breach under this Agreement.

6.7 Effect of Possession or Receiver

Following the occurrence of an Event of Default and during the continuance thereof, as soon as the Collateral Agent takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent or the receiver.

6.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may at any time and from time to time without notice to the Debtor (it being expressly waived by the Debtor) set-off and compensate and apply any and all Collateral to or for the credit of or the account of the Debtor, against and on account of the Obligations, even if any of them are contingent or unmatured.

6.9 Limitation of Liability

(a) The Collateral Agent shall not be liable or accountable:

(i) by reason of any entry into or taking possession of all or any of the Collateral, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

(ii) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Collateral Agent, the Debtor or any other person in respect of same.

(b) The Collateral Agent shall not by virtue of this Agreement be deemed to be a mortgagee in possession of the Collateral. The Debtor releases and discharges the Collateral Agent and the receiver from every claim of every nature that may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of anything done by the Collateral Agent or any successor or assign claiming through or under the Collateral Agent or the receiver under the provisions of this Agreement unless such claim is the result of gross negligence or wilful misconduct.

(c) The Collateral Agent shall not be responsible for any loss occasioned by:

(i) any sale or other dealing with the Pledged Securities (whether commercially reasonable or not, but subject to Applicable Law); or

(ii) the retention of, or failure to sell or otherwise deal with the Pledged Securities,

unless the result of gross negligence or wilful misconduct by the Collateral Agent or any receiver appointed by the Collateral Agent (including the officers, employees, servants or agents of such parties).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, demand, consent, approval or other communication required or permitted to be given in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

7.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by each party to this Agreement.

7.3 Enurement

This Agreement shall be binding on each of the Debtor and the Collateral Agent, and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns, and shall enure to the benefit of each of the Debtor and the Collateral Agent and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns.

7.4 Further Assurances

The Debtor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Collateral Agent as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

7.5 Continuing Security

The security constituted by this Agreement is not in substitution for any other security for the Obligations under the Financing Documents or for any other agreement between the parties creating a security interest in all or part of Collateral, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Debtor and the Collateral Agent expressly provide to the contrary in writing.

7.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Debtor acknowledges receiving a copy of this Agreement, and further agrees that a photocopy or PDF copy of this Agreement or of a financing statement is sufficient.

7.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement*.

7.8 Security Interest Effective Immediately

The Security Interest shall take effect forthwith upon the execution of this Agreement by each of the Debtor and the Collateral Agent.

7.9 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

7.10 Discharge

(a) The security granted hereby and the obligations of the Debtor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations, following which the Collateral Agent shall, upon the written request of the Debtor and at the expense of the Debtor, release and discharge the Security Interest and execute and deliver to the Debtor such documents as shall be requisite to release and discharge the Security Interest.

(b) In the event of a disposition of Assets by the Debtor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall release and discharge the Security Interest as it relates to any property so disposed, if applicable, and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interest as it relates to any property so disposed.

[*Signature pages to follow*]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

GSC SOLAR FUND II GP INC.

By: _____
Name: Mohammad Osman Sediqi
Title: President

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: _____
Name: James Briggs
Title: Vice President

By: _____
Name:
Title: Deirdre Lewis
Vice President

SCHEDULE A — PLEDGED SECURITIES

Pledgor	Pledged Entity	Type and Class of Equity Security (e.g., common shares, partnership interests)	Certificate No.	Percentage of Total Class Outstanding
GSC Solar Fund II GP Inc.	GSC Solar Fund II LP	General Partner Unit	GP-1	100%

This is Exhibit "II" 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

Enquiry Result

File Currency: **10SEP 2025**

Show All Pages

All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND II GP INC.						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	738850176	1	2	1	6	01MAY 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
738850176		001	002		20180501 1615 1862 1992	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND II GP INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address	**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16	NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. PORIME)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR FUND II GP INC.							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	738850176	1	2	2	6	01MAY 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
738850176		002	002		20180501 1615 1862 1992		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address		**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR FUND II GP INC.				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	738850176	1	2	3	6

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8993	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	738850176			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR FUND II GP INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

1555

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR FUND II GP INC.							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	738850212	2	2	4	6	01MAY 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
738850212		001	002		20180501 1616 1862 1996	P PPSA	7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	GSC SOLAR FUND II LP			
	Address		City	Province	Postal Code
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	GSC SOLAR FUND II GP INC.			
	Address		City	Province	Postal Code
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Secured Party	Secured Party / Lien Claimant			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address		City	Province	Postal Code
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16		NEW YORK	NY	10005

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. PORIME)			
	Address		City	Province	Postal Code
	2 QUEEN STREET EAST, SUITE 1500		TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR FUND II GP INC.							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	738850212	2	2	5	6	01MAY 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
738850212		002	002		20180501 1616 1862 1996		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR FUND II GP INC.				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	738850212	2	2	6	6

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8992	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	738850212			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR FUND II GP INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

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Note: All pages have been returned.

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This is Exhibit "JJ" 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

GENERAL SECURITY AGREEMENT

TO: Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

GRANTED BY: GSC Solar Leasing LP (together with its successors and permitted assigns, the "**Debtor**"), by its general partner, GSC Solar Leasing GP Inc.

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become from time to time lenders pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to make available to the Debtor certain credit facilities upon the terms and conditions contained therein.

B. The Debtor is required to enter into this Agreement, among others, as security for its Obligations to the Secured Creditors.

C. The security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

The parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

The terms "Accessions", "Account", "Account Debtor", "Chattel Paper", "Document of Title", "Equipment", "financing change statement", "financing statement", "Futures Account", "Futures Contract", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", and "Proceeds" whenever used herein have the meanings given to those terms in the PPSA.

The terms "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the STA.

1.2 Definitions

Wherever used in this Agreement, capitalized terms not otherwise defined have the meanings given to them in the Credit Agreement. The following words and terms have the meanings set out below:

"**Agreement**" means this general security agreement, including all schedules, and all amendments or restatements as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Collateral**" has the meaning specified in Section 2.1.

"**Contracts**" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person which does not constitute Investment Property, whether written or unwritten, to which the Debtor is now or subsequently a party or has a benefit, right, or in which the Debtor now has or subsequently acquires an interest.

"**Control Agreement**" means any present or future agreement or agreements entered into by the Debtor, the Collateral Agent and the applicable issuer, securities intermediary or futures intermediary, whereby the parties intend for the Collateral Agent to obtain control (as provided for in the STA) of Investment Property.

"**Credit Agreement**" has the meaning specified in the recitals.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Pledged Securities means:

(a) in the case of Pledged Securities constituting certificated securities, transfer thereof to the Collateral Agent or its nominee by physical delivery of the security certificates to the Collateral Agent or its nominee, such Pledged Securities to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Collateral Agent;

(b) in the case of Pledged Securities constituting uncertificated securities, (A) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, registration thereof on the books and records of the issuer thereof in the name of the Collateral Agent or its nominee;

(c) in the case of Pledged Securities constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (A) the execution and delivery by the relevant securities intermediary of an effective Blocked Accounts Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, completion of all actions necessary to constitute the Collateral Agent or its nominee the entitlement holder with respect to each such security entitlement; and

in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Pledged Securities in favour of the Collateral Agent or its nominee.

"**Financial Close**" means the date on which the conditions set out in Section 5.1 of the Credit Agreement have been satisfied or waived to the satisfaction of all of the Lenders.

"**Intellectual Property Rights**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, inventions, know-how and other intellectual property rights, whether registered or unregistered.

"**Obligations**" means all of that Debtor'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.

"**Pledged Securities**" means all Equity Securities of or in the capital stock of any entity in which an ownership interest is held by the Debtor as of the date hereof, as more particularly described in Schedule A, and all Equity Securities of or in the capital stock of any entity acquired by the Debtor at any time following the date hereof.

"**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c.P.10.

"**Relevant Property**" has the meaning specified in Section 2.4.

"**Security Interest**" has the meaning specified in Section 2.1.

"**STA**" means the *Securities Transfer Act*, 2006, S.O. 2006, c. 8, as amended.

1.3 Certain Rules of Interpretation

In this Agreement:

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without reference to conflicts of laws principles. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and such courts shall have jurisdiction to deal with all matters relating to the interpretation of, or enforcement of rights under this Agreement, and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of such courts without prejudice to or limitation of any other rights or remedies available under the laws of any other jurisdiction where property or assets of the Debtor may be found.

(b) **Headings.** Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) **Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Severability.** If any covenant, obligation or agreement of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid, illegal or unenforceable in any jurisdiction under any Applicable Law, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances or in other jurisdictions other than those as to which it is held invalid, illegal or unenforceable, and each covenant, obligation and agreement of this Agreement shall be separately valid, legal and enforceable to the fullest extent permitted by Applicable Law.

(g) **Statutory references.** A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

(h) **References to Agreements.** The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted.

(i) **Paramountcy.** If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

1.4 Entire Agreement

This Agreement, the Credit Agreement and the other Financing Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Credit Agreement and the other Financing Documents.

ARTICLE 2
SECURITY INTERESTS

2.1 Security Interest

As general and continuing security for the payment and the performance of its Obligations, the Debtor 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 all right, title and interest in, to and under all of the Debtor's present and after-acquired personal property, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have, be

possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in all property of the following kinds (as applicable):

(i) Contracts: all present and future Contracts (including, without limitation, any present and future Project Agreements) to which the Debtor is a party, and the Debtor's right, title and interest in any authorizations, permits, consents, licences or similar approvals (including all Project Approvals) relating to a Project;

(ii) Project Agreement Security: all construction, completion and performance bonds, sureties, guarantees, letters of credit or other financial instruments and all similar contracts, instruments and agreements in favour of or for the benefit of the Debtor and any other security provided by any contractor or service provider in favour or for the benefit of the Debtor from time to time;

(iii) Collateral Accounts: the Collateral Accounts, and all amounts hereafter deposited to, and all Permitted Investments or other approved investments now or hereafter forming any part of, any of the Collateral Accounts;

(iv) Receivables: 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 to the Debtor;

(v) Inventory: all Inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all Goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor;

(vi) Equipment: all machinery, Equipment, fixtures, furniture, plant, vehicles and other tangible personal property of whatever nature or kind which is not Inventory;

(vii) Chattel Paper: all Chattel Paper;

(viii) Documents of Title: all Documents of Title, whether negotiable or not, including without limiting the generality of the foregoing, all warehouse receipts and bills of lading;

(ix) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other Securities and all Instruments, Investment Property, Financial Assets, Securities Accounts and Security Entitlements;

(x) Intangibles: all Intangibles not otherwise described in this Section 2.1, including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property or intellectual property;

(xi) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(xii) Insurance: all insurance policies in which the Debtor now or hereafter has rights;

(xiii) Books, Records, Etc.: all books, papers, Accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts, securities, Instruments and other rights and benefits in respect thereof;

(xiv) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and

(xv) Proceeds: all Proceeds and renewals of any of the foregoing Collateral 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.

The foregoing is collectively referred to herein as the "**Collateral**".

2.2 Attachment

Each of the Debtor 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 the Debtor and the Collateral Agent of this Agreement, and, as to after-acquired Collateral, as soon as the Debtor acquires rights therein. This Agreement constitutes a "security agreement" as that term is defined in the PPSA.

2.3 Leases

The last day of any term reserved by any real property lease or sub-lease, written or unwritten, or any agreement to lease or sub-lease real property, now held or subsequently acquired by the Debtor is excepted out of the Security Interest. As further security for the payment of the Obligations, the Debtor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Collateral Agent for the purpose of this Agreement. The Debtor shall assign and dispose of the same in such manner as the Collateral Agent may from time to time direct in writing without cost or expense to the Collateral Agent. Upon any sale, assignment, sub-lease or other disposition of such lease, sub-lease or agreement to lease or sub-lease, the Collateral Agent shall, for the purpose of vesting the residue of any such term in any purchaser, sub-lessee or such other acquiror of the real property lease, sub-lease, agreement to lease or sub-lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Debtor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.4 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any Contract or agreement to the extent that such Contract or agreement is not assignable or requires the consent of a third party to its assignment unless such consent has been obtained, due to (a) its provisions (other than a contract or agreement that is the whole of an account or chattel paper for money due or to become due), or (b) Applicable Law. In each such case, following the occurrence of an Event of Default and during the continuance thereof, the Debtor shall, unless the Collateral Agent otherwise agrees in writing, promptly, upon written request by the Collateral Agent, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Collateral Agent to any third party as a result of the exercise by the Collateral Agent of remedies. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Contract or agreement without regard to this section and without the necessity of any further assurance to effect such

assignment. Unless and until the consent to assignment is obtained as provided above, the Debtor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or agreement in question, hold all benefit to be derived from such Contracts or agreements in trust for the Collateral Agent (including, without limitation, the Debtor's beneficial interest in any Contract or agreement which may be held in trust for the Debtor by a third party), as additional security for the payment of the Obligations and shall deliver up all such benefit to the Collateral Agent, promptly upon demand by the Collateral Agent following the occurrence of an Event of Default and during the continuance thereof.

Notwithstanding the generality of the foregoing paragraph, the Security Interest shall not extend to, and the Collateral will not include, any authorizations, permits, consents, licences and similar approvals relating to a Project (the "**Relevant Property**") to the extent that the creation of the Security Interest therein would constitute a breach of the terms thereof or constitute a default or breach of contractual obligations of the Debtor or would be precluded or is not possible under Applicable Law, but the Debtor shall hold its interest in the Relevant Property in trust for the Collateral Agent and shall assign such Relevant Property to the Collateral Agent immediately upon obtaining the consent of any other party thereto or, if applicable, any Governmental Authority.

ARTICLE 3
OBLIGATIONS SECURED

3.1 Obligations

The Collateral constitutes and will constitute continuing security for all of the Obligations, as defined and used in the Credit Agreement, of the Debtor.

ARTICLE 4
DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor acknowledges that the Collateral Agent is relying upon the representations and warranties set forth in the Credit Agreement in entering into this Agreement. All representations and warranties of the Debtor made in this Agreement or in the Credit Agreement delivered by or on behalf of the Debtor to or for the benefit of the Collateral Agent are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect until there are no further Obligations. The Collateral Agent shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Collateral Agent at any time. In addition, the Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:

(a) **Legal Name.** The name of the Debtor as set out in preamble above is its correct legal name.

(b) **Uncertificated Securities.** None of the Collateral that is an interest in a partnership or a limited liability company:

(i) is dealt in or traded on any securities exchange or in any securities market;

(ii) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or

(iii) is held in a Securities Account;

except for any such Collateral of which the Collateral Agent or its nominee has "control" within the meaning of the STA.

The Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, in respect of the Pledged Securities owned by it (if applicable), as follows:

(a) It is the registered and beneficial owner of such Pledged Securities subject only to the security interests created by this Agreement, the other Financing Documents and the Permitted Liens.

(b) All Collateral consisting of Pledged Securities has been duly authorized and validly issued, is outstanding as fully paid and non-assessable, and constitutes 100% of the issued and outstanding ownership interest of the Debtor in the applicable entity.

(c) None of its rights arising as the legal and beneficial owner of such Pledged Securities have been surrendered, cancelled or terminated.

(d) There is no default or dispute existing in respect of such Pledged Securities.

(e) All such Pledged Securities are certificated and have been Delivered to the Collateral Agent.

4.2 Covenants

The Debtor acknowledges that the Collateral Agent is relying upon the covenants given by the Debtor under the Credit Agreement in connection with this Agreement and that such covenants shall be continuing covenants as provided in and subject to the terms of the Credit Agreement. In addition, unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Notification to Collateral Agent.** The Debtor shall promptly notify the Collateral Agent of:

(i) Claims and Encumbrances – Any material claim, Lien or encumbrance made or asserted against any of the Collateral other than Permitted Liens;

(ii) Loss or Damage – Material loss or damage to or loss of possession of all or a material part of the Collateral other than by disposition in accordance with the terms of the Project Agreements and the Financing Documents; and

(iii) Account Debtor Non-Performance – Any failure of any Account Debtor, any securities intermediary in respect of a Securities Account or any futures intermediary in respect of a Futures Account in payment or performance of obligations due to the Debtor which may materially affect the Collateral.

(b) **No Accessions or Fixtures.** Subject to the terms of the Project Agreements and the Financing Documents, the Debtor shall prevent the Collateral from becoming an Accession to any property other than the Collateral or from becoming a fixture unless the

Security Interest ranks prior to the interests of all other persons in the applicable real property.

Unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Additional Certificates**

(i) if the Debtor receives or becomes entitled to receive any security certificate, unit certificate or other instrument in respect of the Pledged Securities, the Debtor shall accept same as the Collateral Agent's agent, hold such security certificate, unit certificate or other instrument in respect of the Pledged Securities in trust for the Collateral Agent and immediately Deliver them to the Collateral Agent (or to the Collateral Agent's nominee, as the Collateral Agent may direct) in the exact form received, as additional security for the Obligations; and

(ii) if any Restricted Payment (other than as permitted under the Credit Agreement) is made in respect of the Pledged Securities or any property is distributed with respect to the Pledged Securities pursuant to the recapitalization, reclassification or reorganization of the capital of any entity in which the Debtor holds an ownership interest, the property so distributed shall be Delivered to the Collateral Agent, or its agent or nominee as the Collateral Agent may direct, to be held by it as part of the Pledged Securities.

(b) **Issuance of Pledged Securities.** The Debtor shall not permit any issuance of Pledged Securities unless such Pledged Securities are, immediately upon their issuance, pledged in favour of and Delivered to the Collateral Agent and the Debtor does, 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 additional securities within the meaning of the STA.

(c) **Defend.** The Debtor shall, on written request of the Collateral Agent, defend the Collateral Agent's right, title and security interest in and to all the Pledged Securities against the claims and demands of all other Persons.

(d) **No Granting of Control.** Subject to the provisions of the Credit Agreement, the Debtor may not:

(i) deliver any Pledged Securities that constitute uncertificated securities to any Person other than the Collateral Agent;

(ii) consent to any agreement whereby any entity in which the Debtor holds an ownership interest agrees to comply with instructions that are originated by any Person other than the Collateral Agent in respect of any Pledged Securities that constitute uncertificated securities; or

(iii) assign, transfer or grant a security interest to any other Person or in any other manner further encumber the Pledged Securities, other than pursuant to the Financing Documents or any Permitted Lien.

ARTICLE 5
RIGHTS RELATING TO SECURED PROPERTY

5.1 Debtor's Rights before Default

Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the other Financing Documents, the Debtor is entitled to deal with the Collateral in the ordinary course of business, provided that, no action shall be taken which would impair the effectiveness of the Security Interest created by this Agreement or the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement or any other Financing Document. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor shall and shall be deemed to hold all Proceeds constituting Collateral in trust, separate and apart from other Money, Instruments, Investment Property or property, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full.

5.2 Voting Rights

(a) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, the Debtor may exercise all voting rights in respect of any Collateral that is Investment Property (including the Pledged Securities) ("**Applicable Investment Property**") and to give consents, waivers, directions, notices and ratifications and to take other action in respect thereof, except that no votes may be cast or consent, waiver, directions, notice or ratification given or action taken which would:

(i) impair the effectiveness of the Security Interest;

(ii) impair the value of or restrict the transferability of the Applicable Investment Property (including the Pledged Securities); or

(iii) be inconsistent with or violate any provisions of this Agreement or any other Financing Document.

(b) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, if any of the Applicable Investment Property are registered or otherwise held in the Collateral Agent's or its nominee's name, the Collateral Agent, on the Debtor's written request, shall execute and deliver or cause its agent or nominee to execute and deliver to the Debtor suitable proxies, voting powers or powers of attorney in favour of the Debtor or its nominee or nominees for voting, giving consents, waivers, directions, notices or ratifications or taking any other action the Debtor is permitted to take in respect of such Applicable Investment Property.

5.3 Dividends and Distributions

Until the occurrence of an Event of Default which is continuing, the Debtor shall be entitled to receive and deal with (except as otherwise restricted by this Agreement or the Credit Agreement) any interest and regular cash dividends at any time payable on or with respect to any Applicable Investment Property to the extent such amounts are expressly permitted by the Credit Agreement, and the Collateral Agent shall immediately deliver to the Debtor such interest or regular cash dividends received by the Collateral Agent.

5.4 Rights and Duties of the Collateral Agent

Upon the occurrence of an Event of Default and during the continuance thereof, all of the Debtor's rights pursuant to Sections 5.1 and 5.2 will cease and the Collateral Agent may enforce any of the Debtor's rights with respect to any Applicable Investment Property. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor will and will be deemed to hold all Applicable Investment Property not under the control of the Collateral Agent in trust, separate and apart from other property and assets of the Debtor, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full, and the Debtor shall forthwith Deliver any such Applicable Investment Property to the Collateral Agent, or its nominee or agent, as the Collateral Agent may direct, to the extent the Debtor has not already Delivered such Applicable Investment Property to the Collateral Agent. The Collateral Agent and its nominee shall not have any duty of care with respect to the Applicable Investment Property other than to use the same care in the custody and preservation of the Applicable Investment Property as it would with its own property. The Collateral Agent or its nominee shall have no obligation to take any steps to defend or preserve the Debtor's rights against the claims or demands of others. The Collateral Agent or its nominee, however, shall give the Debtor notice of any claim or demand of which it becomes aware to permit the Debtor to have a reasonable opportunity to defend or contest the claim or demand.

ARTICLE 6
REMEDIES

6.1 Collateral Agent's Rights and Remedies

Following the occurrence of an Event of Default and during the continuance thereof, subject to the terms of the Credit Agreement, all of the Obligations shall, at the Collateral Agent's option (as instructed by the Administrative Agent) and without notice to the Debtor, become immediately due and payable and the Collateral Agent may, upon instructions from the Administrative Agent, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement and in the Credit Agreement, (including, without limitation, the signification and collection of the Debtor's Accounts), or otherwise afforded by law, in equity or otherwise. The Collateral Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Collateral Agent expressly retains all rights and remedies not inconsistent with the provisions of this Agreement including all the rights it may have under the PPSA. The Collateral Agent shall hold all proceeds from enforcement of the rights and remedies below for the benefit of the Secured Creditors. Subject to the terms of the Credit Agreement, the Collateral Agent may, upon the occurrence of any Event of Default and during the continuance thereof, and acting on the advice of counsel or upon instructions from the Administrative Agent, to the extent permitted by Applicable Law:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver (which term shall include a receiver, a manager or a receiver and manager) of the Debtor and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Collateral Agent, with respect to responsibility for its acts, shall, to the extent permitted by Applicable Law, be deemed the agent of the Debtor and not of the Collateral Agent. Where the "Collateral Agent" is referred to in this Article, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.

(b) **Enter and Repossess.** In accordance with Applicable Law, enter the Debtor's premises and repossess, disable or remove the Collateral, provided that with respect to any premises for which a Lease Agreement is in place, the Collateral Agent will comply with the terms and conditions of the rights of access granted therein or in any applicable Landlord Agreement.

(c) **Retain the Collateral.** Retain and administer the Collateral in the Collateral Agent's sole and unfettered discretion.

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Debtor to the extent permitted by law. The Collateral Agent may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Collateral Agent may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Collateral Agent has taken possession of the Collateral.

(e) **Foreclosure.** Foreclose upon the Collateral.

(f) **Investment Property.**

(i) Disposal – Without limiting the generality of Section 6.1(d), the Debtor acknowledges that when disposing of any Investment Property (including any Pledged Securities), the Collateral Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. The Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Collateral Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

(ii) Exercise of Rights – Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may elect by written notice to the Debtor and to an officer of the issuer of the Investment Property or to any securities intermediary or futures intermediary in respect of the Investment Property, as may be applicable, that all or part of the rights of the Debtor in the Investment Property including, the right to vote, give consents, entitlement orders, instructions, directions, waivers or ratifications and take other actions and receive interest or regular cash dividends, payments or other distributions, shall cease, and upon such election all such rights shall become vested in the Collateral Agent or as it may direct.

(iii) Registration and Control – Require that the Investment Property be registered in the name of the Collateral Agent or as it may direct, that delivery of the Investment Property be made to the Collateral Agent or that control of the Investment Property be obtained by the Collateral Agent, or as it may direct, in accordance with the provisions of the STA and the Collateral Agent may then, without notice, exercise any and all voting rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Investment Property without the consent of the Debtor as if it were the absolute owner, including the right to exchange at its discretion, any and all of the Investment Property upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Investment Property and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, securities intermediary, futures intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine.

(g) **Collection of Accounts.** Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent, whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, acting in a commercially reasonable manner and in accordance with the credit agreement, to notify and direct Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange to make all payments to the Collateral Agent, and the Collateral Agent shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange and any Proceeds as part of the Collateral. Upon the occurrence of an Event of Default and during the continuance thereof, any payments received by the Debtor in respect of the Collateral shall be held by the Debtor in trust for the Collateral Agent in the same medium in which it was received, shall not be commingled with any assets of the Debtor and shall, at the request of the Collateral Agent be turned over to the Collateral Agent not later than the next Banking Day following the day of such request from the Collateral Agent.

(h) **Carry on Business.** Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Collateral Agent sees fit. The Collateral Agent shall not be liable to the Debtor in respect of any related rent, costs, charges, depreciation or damage in so doing.

(i) **Payment of Encumbrances.** Pay any encumbrances or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations.

(j) **Payment of Deficiency.** If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Collateral Agent any deficiency and the Collateral Agent may sue the Debtor to collect the amount of such deficiency.

(k) **Dealing with Collateral.** Subject to Applicable Law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Collateral Agent advisable and without notice to the Debtor. The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Obligations.

(l) **Disposition of Pledged Securities.** The Collateral Agent shall give to the Debtor at least three Banking Days' written notice of any sale or disposition pursuant to paragraph (d) above of any Pledged Securities. If there is a sale of Pledged Securities pursuant to paragraph (d), the Debtor agrees to provide all information, certificates and consents required under applicable securities laws or under the rules, by-laws or policies of the exchange(s) on which any of the Pledged Securities may be listed and posted for trading to permit the sale of the Pledged Securities in compliance with such applicable laws, rules, by-laws or policies.

6.2 Power of Attorney

Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor constitutes and appoints the Collateral Agent from time to time, or any receiver appointed of the Debtor as provided for in this Agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do any and all acts and things, complete any endorsements, stock transfer powers or registrations and make and execute all such documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Collateral Agent or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Debtor upon the occurrence of an Event of Default and during the continuance thereof. The Debtor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration and shall terminate only upon written release by the Collateral Agent of the Debtor's obligations under this Agreement executed and delivered by the Collateral Agent (or its nominee(s)).

6.3 Assemble the Collateral

To assist the Collateral Agent in the implementation of such rights and remedies, the Debtor will, at its own risk and expense and immediately upon the Collateral Agent's request following the occurrence of an Event of Default and during the continuance thereof, assemble and prepare for removal such items

of the Collateral as are selected by the Collateral Agent as shall, in the Collateral Agent's sole judgment, have a value sufficient to cover all the Obligations.

6.4 Allocation of Proceeds

Subject to the Credit Agreement, all monies collected or received by the Collateral Agent in respect of the Collateral may be held by the Collateral Agent and may be applied on account of such parts of the Obligations in accordance with priority of payment provisions set forth in the Credit Agreement.

6.5 Waivers and Extensions

Subject to the Credit Agreement, the Collateral Agent may waive default or any breach by the Debtor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Collateral Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Collateral Agent resulting therefrom. Any such waiver must be in writing and signed by the Collateral Agent to be effective.

Subject to the Credit Agreement and if so instructed by the Administrative Agent, the Collateral Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as the Collateral Agent may see fit without prejudice to the liability of the Debtor to the Collateral Agent, or the Collateral Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Collateral Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Collateral Agent or otherwise preclude the Collateral Agent from enforcing such rights.

6.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Collateral Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either expressly or by course of conduct by the Collateral Agent 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 right or remedy of the Collateral Agent under this Agreement as a result of any other default or breach under this Agreement.

6.7 Effect of Possession or Receiver

Following the occurrence of an Event of Default and during the continuance thereof, as soon as the Collateral Agent takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent or the receiver.

6.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may at any time and from time to time without notice to the Debtor (it being expressly waived by the Debtor) set-off and compensate and apply any and all Collateral to or for the credit of or the account of the Debtor, against and on account of the Obligations, even if any of them are contingent or unmatured.

6.9 Limitation of Liability

(a) The Collateral Agent shall not be liable or accountable:

(i) by reason of any entry into or taking possession of all or any of the Collateral, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

(ii) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Collateral Agent, the Debtor or any other person in respect of same.

(b) The Collateral Agent shall not by virtue of this Agreement be deemed to be a mortgagee in possession of the Collateral. The Debtor releases and discharges the Collateral Agent and the receiver from every claim of every nature that may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of anything done by the Collateral Agent or any successor or assign claiming through or under the Collateral Agent or the receiver under the provisions of this Agreement unless such claim is the result of gross negligence or wilful misconduct.

(c) The Collateral Agent shall not be responsible for any loss occasioned by:

(i) any sale or other dealing with the Pledged Securities (whether commercially reasonable or not, but subject to Applicable Law); or

(ii) the retention of, or failure to sell or otherwise deal with the Pledged Securities,

unless the result of gross negligence or wilful misconduct by the Collateral Agent or any receiver appointed by the Collateral Agent (including the officers, employees, servants or agents of such parties).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, demand, consent, approval or other communication required or permitted to be given in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

7.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by each party to this Agreement.

7.3 Enurement

This Agreement shall be binding on each of the Debtor and the Collateral Agent, and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns, and shall enure to the benefit of each of the Debtor and the Collateral Agent and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns.

7.4 Further Assurances

The Debtor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Collateral Agent as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

7.5 Continuing Security

The security constituted by this Agreement is not in substitution for any other security for the Obligations under the Financing Documents or for any other agreement between the parties creating a security interest in all or part of Collateral, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Debtor and the Collateral Agent expressly provide to the contrary in writing.

7.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Debtor acknowledges receiving a copy of this Agreement, and further agrees that a photocopy or PDF copy of this Agreement or of a financing statement is sufficient.

7.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement*.

7.8 Security Interest Effective Immediately

The Security Interest shall take effect forthwith upon the execution of this Agreement by each of the Debtor and the Collateral Agent.

7.9 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

7.10 Discharge

(a) The security granted hereby and the obligations of the Debtor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations, following which the Collateral Agent shall, upon the written request of the Debtor and at the expense of the Debtor, release and discharge the Security Interest and execute and deliver to the Debtor such documents as shall be requisite to release and discharge the Security Interest.

(b) In the event of a disposition of Assets by the Debtor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall release and discharge the Security Interest as it relates to any property so disposed, if applicable, and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interest as it relates to any property so disposed.

[*Signature pages to follow*]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

GSC SOLAR LEASING LP, by its general partner,
GSC SOLAR LEASING GP INC.

By: _____
Name: Jason Hibbard
Title: President

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name: Annie Jaghatspanyan
Title: Vice President

By: _____
Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

SCHEDULE A — PLEDGED SECURITIES

None.

This is Exhibit "KK" 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

DEBENTURE

PRINCIPAL SUM: $337,500,000 **DATE: March 19, 2018**

1. Promise to Pay

GSC SOLAR LEASING LP, by its general partner, **GSC SOLAR LEASING GP INC.** (together with its successors and permitted assigns, the "**Debtor**"), for value received, acknowledges itself indebted and hereby promises to pay to or to the order of Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Agent**"), its successors and assigns, for its own benefit and for the benefit of the other Secured Creditors under a credit agreement made as of March 19, 2018 among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the Agent, as collateral agent, Deutsche Bank Trust Company Americas, as administrative agent, and the financial institutions which from time to time may become parties thereto as lenders or hedge providers (as may be amended, restated, modified, replaced or superseded from time to time, the "**Credit Agreement**") from time to time at the principal office of the Agent or at such other place as the Agent may designate by notice in writing to the Debtor at any time and from time to time, ON DEMAND the principal amount of **THREE HUNDRED AND THIRTY SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($337,500,000)** (the "**Principal Sum**") in lawful money of Canada and to pay interest thereon, from and including the date hereof (or from and including the last interest payment date to which interest shall have been paid) to and including the date of payment, at a rate of 25% *per annum*, such interest to accrue on a daily basis and shall be calculated and payable in the manner prescribed by the Credit Agreement, not in advance, as well after as before demand and as well after as before default or judgment with interest on overdue interest at the same rate and all other amounts secured hereby.

This Debenture secures the performance of all obligations of the Debtor pursuant to the Credit Agreement, this Debenture and the other Financing Documents and the payment by the Debtor to the Agent of the said principal amount, interest thereon together with all other amounts, costs, charges and expenses from time to time due and owing by the Debtor hereunder as well as the payment and performance of all Obligations of the Debtor (all of the foregoing being herein collectively called the "**Obligations Secured**").

2. Defined Terms

All capitalized terms used in this Debenture shall have the respective meanings ascribed to them in the Credit Agreement unless defined herein or unless the subject matter or the context otherwise requires. As used herein, the terms "**account**", "**chattel paper**", "**consumer goods**", "**documents of title**", "**equipment**", "**goods**", "**instrument**", "**intangible**", "**inventory**", "**money**" and "**proceeds**" shall have the meanings ascribed to such terms in the *Personal Property Security Act* ("**PPSA**").

3. Holding As Agent

This Debenture and all rights and remedies on the part of the Agent contained herein are held by the Agent for and on behalf of and for the benefit of the Secured Creditors as security for the payment and performance by the Debtor of the Obligations Secured.

4. Security

As general and continuing security for the due and punctual payment and performance of the Obligations Secured, the Debtor:

(a) hereby mortgages and charges (and, where the interest of the Debtor in any property is a leasehold interest, such mortgage and charge is by way of demise and sublease) and creates a security interest in, as and by way of a fixed and specific mortgage, pledge, charge and assignment to and in favour of the Agent of all of the Debtor's right, title, estate and interest (whether freehold or leasehold), both present and future, in and to:

(i) the lands and premises described in the attached Schedule "A" (the "**Property**") and all rights and interests therein, now or hereafter acquired by the Debtor including, without limitation, all licences, easements, rights-of-way, privileges, benefits, rights and options appertaining or appurtenant thereto, together with all buildings, erections, structures and improvements owned by the Debtor and now or hereafter constructed or placed in, under or upon the Property including, without limitation, in respect of each such right or interest, any greater or other right, title and interest therein or in any part thereof which the Debtor may acquire and hold during the currency of this Debenture;

(ii) all fixed machinery, plant, equipment, apparatus and fittings and other fixtures and all of the personal property, assets, undertaking, rights and entitlements of every nature and kind now or at any time and from time to time hereafter existing and owned by the Debtor including, without limitation, all property of the nature described below:

(A) **Accounts:** all of the Debtor's present and future debts, accounts, receivables, intangibles, claims, contract rights, demands, rents, monies, choses in action, trade accounts, book debts and insurance claims which now are or which may at any time hereafter be due or owing to or owned by the Debtor or in which the Debtor now or hereafter has any other interest, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, accounts, claims,

rents, monies and choses in action or any part thereof and all other rights and benefits in respect thereof;

(B) **Chattel Paper:** all chattel paper in which the Debtor now or hereafter has an interest, and any part thereof;

(C) **Documents of Title:** all documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Debtor now or hereafter has an interest, and any part thereof;

(D) **Equipment:** all equipment and goods in which the Debtor now or hereafter has an interest other than inventory or consumer goods, including, without limitation, all tools, apparatus, fixtures, plant, machinery, furniture, materials, supplies, vehicles, accessories and appliances now or hereafter owned or acquired by or on behalf of the Debtor and every interest therein which the Debtor now has or hereafter acquires, wherever situate;

(E) **Inventory**: all inventory in which the Debtor now or hereafter has an interest, and any part thereof;

(F) **Money**: all money, rent, revenues, income, rights, powers, privileges, benefits and amenities in which the Debtor now or hereafter has an interest, and any part thereof;

(G) **Instruments:** all letters of credit, advices of credit and all other instruments in which the Debtor now or hereafter has an interest, and any part thereof;

(H) **Intangibles:** all intangible property of whatever kind in which the Debtor now or hereafter has an interest, including, without limitation, all of the Debtor's choses in action, contractual rights, agreements, licences, permits, goodwill, patents, trademarks, trade names, industrial designs, copyrights and other industrial or intellectual property provided however that the security with respect to trade marks constitutes a security interest in and a pledge of such trademarks but does not constitute an assignment of such trademarks to the Agent;

(I) **Securities:** all shares, limited partnership units, stock, warrants, bonds, debentures, debenture stock and other securities in which the Debtor now or hereafter has an interest, and any part thereof;

(J) **Substitutions:** with respect to the property described in Sections 4(a)(ii)(A) through (I) above, or any part thereof, all substitutions and replacements thereof, increases, additions and accessories thereto and any interest of the Debtor therein; and

(K) **Proceeds:** all proceeds and personal property in any form derived directly or indirectly from any dealing with the property described in Sections 4(a)(ii)(A) through (J) above or any part thereof and any payment that indemnifies or compensates for such property lost, damaged or destroyed, and proceeds of proceeds and any part thereof; and

(b) assigns, transfers and sets over as and by way of a general assignment to and in favour of the Agent of all of the Debtor's right, title, estate and interest, both present and future, in and to, under and in respect of the following, excepting such property and undertaking as are validly subject to the fixed and specific mortgages, charges, pledges and security interests granted pursuant to Section 4(a):

(i) any and all existing or future leases, subleases, agreements to lease or sublease or other occupancy or tenancy agreements relating to the whole or any part or parts of the Property and all existing or future licences or concessions whereby any person is given the right (other than an easement or a right in the nature of an easement) to use or occupy the whole or any part or parts of the Property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (each, a "**Lease**" collectively, the "**Leases**"), and all benefits, powers and advantages of the Debtor to be derived therefrom;

(ii) all rents, revenues, income, proceeds, profits and other monies now due and payable or hereafter to become due and payable to the Debtor under the Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder with full power to demand, sue for recovery, receive and give receipts for all such rents and other monies and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor;

(iii) all present and future intangibles arising from or out of the Property or any part or parts thereof and the property and assets referred to in Section 4(a)(ii) above including, without limiting the generality of the foregoing, all of its rights, title and interest in all present and future book debts, accounts and other accounts receivable, contract rights and choses in action;

(iv) any and all existing or future agreements, contracts, licences, permits, plans and specifications, bonds, letters of credit, letters of guarantee or other documents or instruments affecting or relating to the Property or any part or parts thereof and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into and all benefit, power and advantage of the Debtor to be derived therefrom;

(v) any and all existing or future agreements of purchase and sale, options to purchase and mortgage, loan or other financing commitments affecting the Property or any part or parts thereof and all proceeds and other monies now due and payable or hereafter to become due and payable thereunder and all benefit, power and advantage of the Debtor to be derived therefrom; and

(vi) the proceeds of any and all existing or future insurance policies pertaining to the Secured Property (as hereinafter defined) and all proceeds of expropriation or similar taking of the Property or any part or parts thereof and all benefit, power and advantage of the Debtor to be derived therefrom;

provided that the said mortgages and charges shall not extend or apply to: (i) any personal property which is a consumer good; or (ii) the last day of the term of any leasehold interest or any agreement therefor now held or hereafter acquired by the Debtor, as lessee, but should such mortgages and charges become enforceable the Debtor shall thereafter stand possessed of such last day and shall hold it in trust for the Agent for the purpose of this Debenture and assign and dispose thereof as the Agent shall, for such purpose, direct. Upon any sale of such leasehold interest or any part thereof, the Agent for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Debtor and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

If any agreement which is to be assigned pursuant to Sections 4(b)(iv) or 4(b)(v) hereof (a "**Material Agreement**") is not assignable to the Agent (because the same is not assignable or which requires the consent of the other party or parties thereto and such consent has not been obtained as of the date hereof or because the remedies for the enforcement of the Material Agreement would not, as a matter of law, pass to the Agent as an incidence of the transfers and assignments made pursuant to this Debenture), the Debtor's beneficial interest in such Material Agreement shall be held in trust for the Agent by the Debtor and the said beneficial interest and all benefits derived under such Material Agreement shall be for the account of the Agent subject to the terms of this Debenture and in particular Section 7 hereof. Until the Debenture is enforceable, the Debtor is entitled to all such benefits and proceeds derived under such Material Agreement. Upon this Debenture becoming enforceable, in order that the full value of the beneficial interest in every Material Agreement not assigned to the Agent pursuant to this Debenture but held in trust for the Agent as aforesaid may be realized by

the Agent the Debtor shall, at the request and expense and under the direction of the Agent, in the name of the Debtor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Debtor under such Material Agreement may be performed in such manner that the beneficial interest in such Material Agreement shall be preserved and shall enure to the benefit of the Agent or as the Agent may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Debtor shall promptly pay over to the Agent or as it may direct in writing all monies collected by or paid to the Debtor in respect of the beneficial interest in every such Material Agreement.

All the undertaking, property and assets granted, assigned, transferred, mortgaged and charged pursuant to Section 4(a) hereof being hereinafter collectively referred to as the "**Mortgaged Property**"; all the undertaking, property and assets assigned, transferred and set over pursuant to Section 4(b) being hereinafter collectively referred to as the "**Assigned Property**"; and the Mortgaged Property and Assigned Property being hereinafter collectively referred to as the "**Secured Property**". The said mortgages, charges, assignments and security interests on the property and assets of the Debtor shall extend to and include any property (including money) in any form derived directly or indirectly from any dealing with the said property and assets or that indemnifies or compensates for property or assets or proceeds therefrom that are destroyed or damaged.

TO HAVE AND TO HOLD the Secured Property and all rights hereby conferred unto the Agent, its successors and assigns forever, for the uses and purposes and with the powers and authorities and subject to the terms and conditions herein set forth.

5. Registration

The Agent shall have the right at any time and without notice to cause this Debenture or notice thereof to be registered or filed in any place or office where the Secured Creditors or their counsel deem advisable or necessary.

6. Enforceability

The security hereby constituted shall become immediately enforceable upon demand being made, in accordance with and subject to the conditions contained in the Credit Agreement upon the Debtor hereunder by the Agent following the occurrence of an Event of Default.

7. Performance Until Demand

Subject to the terms of the Credit Agreement, until demand has been made upon the Debtor hereunder by the Agent, the Debtor shall be entitled to dispose of or deal with the Secured Property and enforce all of the benefits, advantages and powers thereunder as if this Debenture had not been made. Upon demand being made hereunder, in accordance with and subject to the conditions contained in the Credit Agreement, the Agent may, but shall not be obligated to, exercise all rights, powers, authority and discretions of the Debtor in respect of the Secured Property in its place and stead. Until demand has been made upon the Debtor hereunder, the grant of a security interest in intellectual property does not in any way affect the

Debtor's right to commercially exploit such intellectual property, defend it, enforce the Debtor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive damages with respect to any infringement of it.

8. Remedies

Whenever the security hereby constituted becomes enforceable and so long as it remains enforceable, the Agent may, in addition to any other rights it may have, without further notice or presentment to the Debtor or any other action whatsoever (all of which are hereby waived by the Debtor) except as required by law, realize upon the security constituted hereby and enforce its rights in the following manner:

(a) immediately enter upon and take possession of, disable or remove all of the Secured Property or any part or parts thereof with power, among other things, to exclude the Debtor, to preserve and maintain the Secured Property and make additions and replacements thereto, to receive rents, income and profits of all kinds and pay therefrom all reasonable expenses of maintaining, preserving and protecting and operating the Secured Property and all charges, payment of which may be necessary to preserve or protect the Secured Property, and enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own monies at the hereinbefore rate provided and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof;

(b) take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Debenture includes a manager and a receiver and manager (a "**Receiver**")) of all or any part of the Secured Property;

(c) take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Secured Property;

(d) file proofs of claim and other documents to establish its claim in any bankruptcy, winding-up or other proceedings relating to the Debtor;

(e) with or without taking possession, take any action or proceedings to enforce the performance of any covenant in favour of the Debtor contained in or pertaining to any of the Assigned Property;

(f) whether or not the Agent has taken possession of the Secured Property or any of it, sell, lease or otherwise dispose thereof, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Agent may determine (including a term that a reasonable commission shall be payable to the Agent or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any

of the Secured Property and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby except to the extent caused by the gross negligence or wilful misconduct of the Agent; and the Agent may execute and deliver to any purchaser of the Secured Property or any part thereof, good and sufficient deeds and documents for the same;

(g) by instrument in writing appoint any person to be a Receiver of the Secured Property or of any part thereof with such rights, powers and authority (including any or all of the rights, powers and authority of the Agent under this Debenture) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time, and any such Receiver so appointed shall have power:

(i) to take possession of and collect and get in all or any part of the Secured Property or any part thereof and, for that purpose, to take proceedings in the name of the Debtor or otherwise and to make any arrangement or compromise;

(ii) to operate, manage and develop the Secured Property and to carry on or concur in carrying on all or any part of the business of the Debtor relating to the Secured Property;

(iii) to borrow or raise money on the security of the Secured Property or any part thereof in priority to this Debenture or otherwise, for the purpose of the maintenance, preservation or protection of the Secured Property or any part thereof or for carrying on all or any part of the business of the Debtor relating to the Secured Property;

(iv) to sell, lease or otherwise dispose or concur in a disposition of the whole or any part of the Secured Property, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Receiver may determine;

(v) to exercise any of the rights and remedies which may be exercised by the Agent against the Debtor or the Secured Property; and

(vi) to make any arrangement or compromise with respect to the Secured Property which the receiver shall think expedient in the interest of the Agent;

provided that any such Receiver shall be deemed the agent of the Debtor and not of the Agent or the Secured Creditors and the Agent or the Secured Creditors shall not be in any way responsible for the acts or omissions of such Receiver; and in making such appointment the Agent or the Secured Creditors shall not incur any liability to the Receiver for his remuneration or otherwise and the Debtor hereby agrees to indemnify and

save harmless each of the Agent and the Secured Creditors from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Agent or the Secured Creditors may suffer, incur or be required to pay as a result, in whole or in part, of any action taken by such Receiver or any failure of such Receiver to do any act or thing;

(h) subject to Applicable Law, seize, collect, retain and administer the Secured Property or any part or parts thereof in the Agent's sole and unfettered discretion;

(i) pay any encumbrance, lien, claim or charge that may exist or be threatened against any of the Secured Property and any amounts so paid together with any costs, charges and expenses incurred by the Agent or the Secured Creditors (including, without limitation, legal fees and disbursements on a solicitor-client basis) shall be added to the Obligations Secured hereby and shall bear interest at the rate herein provided;

(j) take proceedings in any court of competent jurisdiction to enforce payment by the Debtor of the Obligations Secured or any deficiency remaining upon application of proceeds of realization which are actually received by the Agent; and

(k) exercise all of the rights and remedies granted to the Secured Creditors under the PPSA or otherwise available to the Agent by contract, at law or in equity.

9. Remedies Not Exclusive

All rights, powers and remedies of the Agent under this Debenture may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Agent and any other rights, powers and remedies of the Agent however created or arising. No single or partial exercise by the Agent of any of the rights, powers and remedies under this Debenture or under any other security now or hereafter held by the Agent shall preclude any other and further exercise of any other right, power or remedy pursuant to this Debenture or any other security or at law, in equity or otherwise. The Agent shall at all times have the right to proceed against all or any portion of the Secured Property or any other security in such order and in such manner as it shall determine without waiving any rights, powers or remedies which the Agent may have with respect to this Debenture or any other security or at law, in equity or otherwise. No delay or omission by the Agent in exercising any right, power or remedy hereunder or otherwise shall operate as a waiver thereof or of any other right, power or remedy.

10. Application of Proceeds by Receiver

The net proceeds of any sale, lease or other disposition of the Secured Property shall be applied by the Receiver, subject to the claims of all creditors ranking in priority to this Debenture:

(a) firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid, including the remuneration of the Receiver and all amounts properly payable by him;

(b) secondly, in payment of all costs and other monies owing hereunder, except interest and principal;

(c) thirdly, in payment of all interest accrued hereunder; and

(d) fourthly, in payment of the principal amount of this Debenture;

and any surplus shall be paid to the Borrowers.

11. Sale of Charged Property

Any sale referred to in Section 8(f) or Section 8(g)(iv) may be a sale of all or any portion of the Secured Property and may be by way of public auction, public tender with notice or private contract or otherwise. Any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Agent in its sole discretion thinks fit, with power to vary or rescind any such sale and resell without being answerable for any loss. The Agent or a Receiver may sell the Secured Property for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Secured Property and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Debtor and all those claiming an interest in the Secured Property by, from, through or under the Debtor making any claim against the purchaser of the Secured Property provided that any sale or transaction completed pursuant to the provisions of this Section 11 shall be effected in a commercially reasonable manner.

12. Conveyances

In case of any sale of the whole or any part of the Secured Property after the security becomes enforceable hereunder, whether by the Agent, or by a Receiver, or under judicial proceedings, the Debtor agrees that it shall forthwith upon request execute and deliver to the purchaser such deeds, assurances, conveyances and receipts as may be necessary to transfer good title to the Secured Property so sold.

13. Power of Attorney

(a) The Debtor hereby appoints the Agent, or a Receiver as the agent of the Debtor, as the Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, do all such acts and to execute and deliver all such deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Debtor has herein agreed to execute, deliver and do as may be required by the Agent to give effect to the Credit Agreement, and/or this Debenture or in the exercise of any rights, powers or remedies hereby or thereby conferred on the Agent, and generally to use the name of the Debtor

in the exercise of all or any of the rights, powers or remedies hereby or thereby conferred on the Agent including, without limitation, the right to bring actions for and in the name of the Debtor, the right to collect accounts, and the right to exercise the rights of the Debtor under all agreements or contracts to which it is a party and to cure any defaults thereunder.

(b) The Agent shall only exercise its rights pursuant to Section 13(a) after the occurrence of an Event of Default that is continuing.

(c) The appointment in Section 13(a) is coupled with an interest and shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Debtor or for any other reason and shall remain in full force and effect until this Debenture is discharged in accordance with Section 24.

14. Default Under Other Encumbrances

Any amount paid by the Secured Creditors or the Agent after the occurrence of an Event of Default on account of monies payable under any encumbrance upon the Secured Property or any part thereof shall:

(a) be added to the Obligations Secured;

(b) bear interest at the interest rate specified herein;

(c) constitute a charge upon the Secured Property; and

(d) be repaid by the Debtor to the Agent on demand, in accordance with the provisions set out in this Debenture.

15. Judgment

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Debtor hereunder to make payment of the principal hereby secured or interest thereon or other monies owing hereunder nor shall such operate as a merger of any covenant or affect the right of the Secured Creditors to interest at the rate specified herein, and any judgment shall bear interest at such rate.

16. Expenses

The Debtor shall pay promptly to the Agent, upon request by the Agent accompanied by reasonable supporting documentation or other evidence, all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees and disbursements on a substantial indemnity basis) incurred by the Agent or its agents including, without limitation, a Receiver, in connection with the recovery or enforcement of payment of any of the monies owing hereunder, including but not limited to, all such costs, charges and expenses in connection with taking possession, protecting, preserving, collecting or realizing upon any part of the Secured Property together with interest thereon at the rate herein provided from the date of incurring such costs, charges and expenses. All such sums, together with interest thereon at the

rate herein provided shall be added to the indebtedness secured by this Debenture and shall be secured hereby.

17. Charge Valid Irrespective of Advances

The charges hereby created shall be and be deemed to be effective and shall have effect whether or not the monies hereby secured or any part thereof shall be advanced before or after or at the same time as the issuance of this Debenture or before or after or upon the date of the execution of this Debenture. Subject to Section 25, this Debenture is intended to and shall be valid and have priority over all Permitted Encumbrances. Although this Debenture is given to secure any and all future Obligations Secured owed the Secured Creditors under the Credit Agreement and the other Financing Documents in relation to the C&I Projects only or for the benefit of the Secured Property, whether obligatory, optional or otherwise, the Debtor and the Agent hereby acknowledge and agree that the obligations of the Lenders to make future advances are subject to the terms of the Credit Agreement and the satisfaction of the relevant conditions set forth therein.

18. After Acquired Property

The Debtor covenants and agrees that if and to the extent that any of its right, title, estate and interest in any of the Secured Property is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and the security interest of the Agent hereby created shall attach to such Secured Property at the same time as the Debtor acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Secured Property shall be subject to the security interests created hereby in accordance with the provisions of Section 4 hereof.

19. Attachment

The Debtor hereby acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

20. Severability

If any term, covenant, obligation or agreement contained in this Debenture, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Debenture or the application of such term, covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

21. Further Assurances

The Debtor hereby covenants and agrees that it will at all times, at its own cost and expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all and singular such further acts, deeds, mortgages, charges, assignments and

assurances in law, in each case consistent with the terms of this Debenture, as the Agent may reasonably require for the better mortgaging, charging, pledging and assigning unto the Agent the property and assets hereby mortgaged, charged, pledged or assigned or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, pledge or assign in favour of the Agent and for the better accomplishing, effectuating and perfecting of this Debenture, including but not limiting the generality of the foregoing, such as may be required in order to register or file this Debenture or perfect the registration of this Debenture wherever the Agent in its discretion considers that the same or notice of the same ought to be registered or filed.

22. Notices

Unless otherwise provided herein, any demand, notice or communication given or required to be given hereunder shall be in writing and shall be personally delivered or given by facsimile transmission addressed to the respective parties at its address or facsimile number set forth below or to such other address or facsimile number as such party may designate by notice in writing to the other party hereto:

(a) if to the Debtor, at:

c/o Grasshopper Solar Corporation
5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

Attention: Leonid Mednik
Email: leo.mednik@grasshoppersolar.com
Fax: 1-866-400-7831

(b) if to the Agent, at:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
MS: NYC60 – 1630
New York, NY 10005

Attention: Project Finance Agency Services – GSC Solar Fund II LP
Fax: 732-578-4636

or at such other address as the Debtor or the Agent may designate by notice to the other. If any notice, request, demand or other communication is delivered or transmitted on a day other than a Business Day or after 5:00 p.m. on any Business Day, the same shall be deemed to have been effectively given and received on the next following Business Day.

23. Continuing and Additional Security

This Debenture shall not be considered as satisfied or discharged by an intermediate payment of part of the Obligations Secured but shall constitute and be a continuing security to the Agent and shall be in addition to and not in substitution for any other security now or hereafter held by the Agent. This Debenture shall not be considered as satisfied, discharged or redeemed, and the security interests created hereby shall not cease to operate or be deemed to be extinguished or void by an intermediate payment of all or part of the Obligations Secured or by reason of the Obligations Secured becoming or being zero at any time or from time to time and no payment (except if there is any money realized from the security interests created hereby) received by the Agent shall reduce, or be deemed to reduce or be deemed to be a payment on account of the Obligations Secured. The remedies of the Agent under this Debenture may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Agent however created.

24. Receipt and Discharge

The Agent is the person entitled to receive the money payable hereunder and to give a discharge hereof. If the Debtor pays to the Agent the monies secured by this Debenture and otherwise observes and performs the terms and conditions hereof and of the Credit Agreement, then the Agent shall at the request of the Debtor cancel and discharge the mortgages, charges, assignments and security interest of or created by this Debenture and execute and deliver to the Debtor such deeds and other instruments as shall be requisite therefor.

25. Paramountcy

In the event of a conflict or inconsistency between the provisions of this Debenture and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail to the extent of such conflict or inconsistency. For greater certainty: (a) notwithstanding that the rate of interest stipulated for in this Debenture may exceed the rate of interest stipulated in the Credit Agreement, the rate of interest under the Credit Agreement shall apply; (b) notwithstanding that this Debenture contains a promise by the Debtor to pay to the Agent a principal amount which may be in excess of the Obligations of the Debtor, the Debtor shall only be liable to pay to the Agent the amount of the Obligations of the Debtor outstanding at that time; and (c) notwithstanding that this Debenture is expressed to be payable on demand, the Obligations Secured and the Principal Sum shall only be payable upon the occurrence of an Event of Default. Provided however, that if in this Debenture there exist any rights in favour of, or remedies available to, the Agent, which rights or remedies do not exist in the Credit Agreement, the Agent shall, notwithstanding this Section 25, be entitled to exercise such rights and enforce such remedies.

26. Governing Law

This Debenture 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 Debenture may be instituted in the courts of Ontario, and the parties hereto 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.

27. Time of the Essence

Time is of the essence of this Debenture.

28. Receipt of Copy

The Debtor acknowledges receipt of a true copy of this Debenture.

29. Exclusion of Rights

The Debtor agrees that the Obligations Secured will be paid when due without regard to any equities between the Debtor and the Agent or any other person or any right of set-off or counterclaim.

30. Acknowledgements

The Debtor acknowledges and agrees that the charges, mortgages, assignments, pledges and security interests created hereby shall be held by the Agent under the Credit Agreement for the benefit of the Secured Creditors and that in dealing with this Debenture, the Agent shall be entitled to all of the protections available to it pursuant to the Credit Agreement.

31. Modifications

No amendment, modification, consent or waiver by the Agent and no consent to a departure or a waiver of the provisions hereof by the Agent shall be effective unless made in writing and signed by an authorized officer of the Agent.

32. Currency of Payment

The principal, interest and other monies payable hereunder shall be paid in lawful money of Canada.

33. Successors

This Debenture and all its provisions shall enure to the benefit of the respective successors and assigns of each of the Agent, Administrative Agent and the Secured Creditors and shall be binding upon the Debtor and its successors and permitted assigns.

34. Use of Agents

The Agent may perform any of its rights or duties under this Debenture by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Debenture and the Agent shall have no liability for the action or inaction of such agents or for the use of such agents or for any other action or inaction by the Agent under this Debenture, absent gross negligence or wilful misconduct on the part of the Agent.

35. Assignment

This Debenture and the rights and remedies contained herein shall be assignable by the Agent in accordance with the terms of the Credit Agreement and, in such event, such Person will be entitled to all of the rights and remedies of the Agent as set forth in this Debenture. If so assigned, the assignee shall have and be entitled to exercise any and all discretion, rights and powers of the assigning Agent hereunder and all references herein to the Agent shall include such assignee. The Debtor may not assign, transfer or delegate any of its rights or obligations under this Debenture except in accordance with the terms of the Credit Agreement.

36. *Land Registration Reform Act*

The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* (Ontario) (the "**LRRA**") shall, except as expressly amended or excluded hereby, be in addition to, and not in substitution for, the provisions of this Debenture. In the event of any conflict, inconsistency or discrepancy between the provisions of this Debenture and any such implied covenants, the provisions of this Debenture shall prevail. The implied covenants set out in subparagraphs 7(1)1(v), (vi), (vii) and (ix) of the LRRA are hereby expressly excluded and replaced by the provisions of this Debenture.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the Debtor has duly executed this Debenture as of the date first above written.

GSC SOLAR LEASING LP, by its general partner, **GSC SOLAR LEASING GP INC.**

By: _____

Name: Jason Hibbard

Title: President

SCHEDULE A

LEGAL DESCRIPTION

Schedule A - Properties

ID	Location	City
101485	250 Locheed Drive Hamilton	Hamilton
102444	3335 Burdock Place, Mississauga	Mississauga
102813	267 Zokol Drive, Aurora	Aurora
103396	23 Daniel Avenue, Kitchener	Kitchener
103408	116 Chrysler Crescent, Cambridge	Cambridge
103504	153 The Queensway N, Georgina	Georgina
103694	242A Woodhaven Road, Kitchener	Kitchener
103729	48 Upper Canada Drive, Kitchener	Kitchener
103838	17 Charity Cres., Markham	Markham
103891	44 O'Brien Street, Marmora	Marmora
103916	359 Ritson Road North, Oshawa	Oshawa
104131	130 Major Buttons Dr, Markham	Markham
104149	28 Evaleigh Ct, Whitby	Whitby
104226	23 Diana Dr, Toronto	Toronto
104233	130 Gate St, Welland	Welland
104268	35 Silas Street, Hamilton	Hamilton
104346	1 Blossom Avenue, Brampton	Brampton
104390	1441 Bassingthwaite, Innisfil	Innisfil
104584	40 Casa Grande St., Richmond Hill	Richmond Hill
104637	52 Upper Canada Drrive, Kitchener	Kitchener
104697	1130 Lichen Avenue, Ottawa	Ottawa
104760	17 Bare Rock Road, Kirkfield	Kirkfield
104790	6865 Johnson Wagon Crescent, Mississauga	Mississauga
104847	1216 Langley Circle, Oshawa	Oshawa
104856	2296 Pinery Rd., Smiths Falls	Smiths Falls
105037	2 Splinter Drive Napanee	Napanee
105343	190 Elgin Street, P. ... Madoc	Madoc
105772	3135 Kenilworth Drive, Windsor, ON N9E 4M6	Windsor
105838	721 Happy Vale Drive	Innisfil
105896	73 Botany Hill Road, Scarborough, ON M1G 3K4	Scarborough
105898	9350 Aire Court, Windsor, ON	Windsor
106186	33 Louvain Drive	Brampton
106238	1 Mildred Ave. St. Catherine	St. Catharines
106248	48 Hillier CRESBrantford	Brantford
106481	571 Florence Ave, Windsor, ON N8W 1H3	Windsor
106930	12 Manorglen Cresc. Scarborough	Scarborough
106953	1715 Minto AveLa Salle, ON N9J 3H6	LaSalle
106987	5200 Swiftcurrent TrMississauga	Mississauga
107025	103 Letitia stBarrie, ON L4N1P4	Barrie
107030	880 Morley Ave Milton, ON L9T 4Y8	Milton
107036	140 MacDonald Cres, Milton, ON L9T 2Z1	Milton
107133	28 Carat Crescent Richmond Hill, ON	Richmond Hill
107171	48 Earl Grey Cres. Brampton, ON	Brampton

107205	28 Frederick Ave.Hamilton, ON	Hamilton
107344	70 Daphnia Dr Thornhill, ON L4J 8X4	Thornhill
107492	10 Kingsmead Crt Richmond Hill, ON L4E 4E5	Richmond Hill
107592	219 Guildwood DR, Hamilton, ON	Hamilton
107748	289 Santone Avenue Welland	Welland
107776	758 Willowbank TrailMississauga, ON	Mississauga
107881	56 Bridle Path Wallaceburg, ON	Wallaceburg
108005	9 Gladstone Ave Guelph	Guelph
108019	11 Sedona Court Hamilton	Hamilton
108076	30 Glen Castle Drive Stoney Creek	Stoney Creek
108100	3041 Windwood Mississauga	Mississauga
108256	73 Bellingham Dr. Hamilton	Hamilton
108430	35 Glenayr St, Hamilton, ON L9C 7J2	Hamilton
108474	2093 Burbank Drive, Mississauga	Mississauga
108501	230 Orkney Road, Lynden ON L0R 1T0	Lynden
108529	25 Fielding Crescent Hamilton	Hamilton
108673	61 Maplewood AvenueHamilton, ON L8M 1W7	Hamilton
108676	670 Columbus Rd E Oshawa, ON L1H 7K4	Oshawa
108745	233 Zina Street Orangeville	Orangeville
108795	225 Nida Dr Keswick, ON L4P 1G2	Keswick
109061	17 Fenchurch Manor Barrie	Barrie
109107	20 Pasadena Avenue, Brampton, ON L6P 2W3	Brampton
109177	52 Joyce St Kingston, ON	Kingston
109217	300 Victoria St. SouthKitchener	Kitchener
109281	620 Mcroberts Ave, Toronto, ON M6E 4R7	Toronto
109314	3196 Hedgestone CRT, Mississauga, ON	Mississauga
109394	118 Badessa Circle, Thornhill, ON L4J 6E2	Thornhill
109426	4 Dayton StreetCambridge, ON	Cambridge
109437	60 Jones Dr, Barrie, ON	Barrie
109452	3 Bromley Cres Brampton, ON L6T 1Z2	Brampton
109460	8 Hillhurst Drive Richmond Hill	Richmond Hill
109462	638 Lott Cres, Milton, ON	Milton
109549	211 valridge drive ancaster ont	Ancaster
109553	454 Robert Ferrie Dr ... Kitchener	Kitchener
109622	10755 Third Line, RR Milton	Milton
109711	319 Blair rd Cambridge	Cambridge
109771	181 Madden Place Bowmanville, ON	Bowmanville
109858	71 Quantum Street Markham	Markham
110167	28 Brighton PLBrampton, ON	Brampton
110186	66 Wildlark Crescent	Kitchener
110261	58 Dells Crescent Brampton, ON L7A 2R7	Brampton
110458	1649 Ballantrae Drive Oshawa, ON	Oshawa
110532	32 Delmonico Rd, Brampton	Brampton
110644	4 Orange Tree Gate Brampton, ON L7A 2A7	Brampton
110650	484 Strasburg Road Kitchener	Kitchener
110677	605 Mohawk Road E Hamilton	Hamilton
110744	115 Morrison Cres Markham , ON L3R 9L1	Markham

110759	203 Aberfoyle Ave Hamilton	Hamilton
110864	550 Maplehurst Ave., Oakville	Oakville
110909	214 Langstaff Rd W Richmond Hill	Richmond Hill
110937	441 Marion Ave, Oshawa, ON L1J 3B5	Oshawa
110939	422 Otterbein Road Kitchener	Kitchener
110943	120 Wendy Court Kitchener	Kitchener
110956	25 Tarlton Crt Vaughan	Vaughan
110960	21 Gordon Weeden Road Markham	Markham
111004	28 Hellyer Ave. Brampton	Brampton
111037	88 Ridgefield Cres Maple	Maple
111112	17 Black Maple Cres Maple	Maple
111135	1124 Greenpark Blvd., Windsor, ON L8P 1J4	Windsor
111164	14 Dysart Ave Haliburton	Haliburton
111320	21 Carberry CresBrampton, ON	Brampton
111326	24 Sidney CRES, Guelph, ON	Guelph
111329	19 Morgante Cres, Hamilton ON L9B 2W9	Hamilton
111343	59 La Salle AveOshawa, ON L1H 5Y3	Oshawa
111463	994 Renaissance Dr .Oshawa, ON L1J 2E5	Oshawa
111536	76 Golden Forest Roa ... Maple	Maple
111575	12 Benton Brampton	Brampton
111626	5813 Rivergrove Ave, Mississauga, ON L5M 4W4	Mississauga
111645	797 Buckingham Crt Mississauga, ON L5C 4M4	Mississauga
111650	82 Paperbark Ave Maple	Maple
111680	147 Mohawk Road East Hamilton	Hamilton
111683	151 Mohawk Road East Hamilton, ON	Hamilton
111740	94 Forbes Crescent Markham, ON L3R 6S8	Markham
111762	19 VANSTRAALEN STCarlisle	Carlisle
111938	199 Vellore Ave Woodbridge, ON L4H 2W4	Woodbridge
111982	116 Braidwood LK Rd, Brampton, ON L6Z 4L9	Brampton
112042	2956 Sycamore Street Oakville	Oakville
112053	1394 Wren ave Oakville	Oakville
112138	15 Gayla St. Thornhill, ON	Thornhill
112160	66 ASHFIELD DRIVE Richmond Hill	Richmond Hill
112260	52 Lanterna Cres Woodbridge	Woodbridge
112303	155 Kensington Ave N Hamilton, ON L8L 7N4	Hamilton
112341	159 Iona Ave Hamilton	Hamilton
112386	37 Kerr Cres Ingersoll, ON N5C 4H1	Ingersoll
112845	147 Ewen Rd Hamilton	Hamilton
112915	25 Valmont Ave, Richmond Hill, ON L4E 0P9	Richmond Hill
112974	2402 Valley Heights Oakville	Oakville
112998	47 Teddington Ave Markham, ON L3R 6T6	Markham
113007	54 Song Bird Drive Markham	Markham
113057	76 Lauraview Cres Markham	Markham
113059	180 Creekpath Oakville	Oakville
113091	38 Dorchester Drive Brampton	Brampton
115519	11 Timberwolf Cres Woodbridge	Woodbridge
115721	1023 Lockwood Circle New Market	Newmarket

115991	46 Mikayla Cres Whitby	Whitby
116278	4379 Forest Fire Lane, Mississauga, ON	Mississauga
116483	34 Crowland Dr, Toronto, ON M9W 2S4	Toronto
116559	15 Kimble Avenue Bowmanville	Bowmanville
116706	275 Leamon Street Waterford, ON N0E 1Y0	Waterford
116716	110 Fresno Crt Markham, ON	Markham
116725	43 Wexford RoadBrampton, ON L6Z 2W4	Brampton
117649	57 Hillsview RdBradford West, ON L3Z 2A6	Bradford
118935	27 Via Nova Drive, Vaughan, ON L4L 7P9	Vaughan
119845	236 Holmes Cresent Milton, ON L9T 0R2	Milton
120222	311 Steepleridge St, Kitchener, ON N2P 0B3	Kitchener
120322	305 Brookwood Blvd Whitby, ON L1R 1S6	Whitby
120358	4 Myrna Lane, Scarborough, ON M1V 3N7	Scarborough
120714	19 Amy Court Woodbridge, ON L4L 7R2	Woodbridge
120766	35 Peach Blossom CresKitchener, ON N2E 3Z6	Kitchener
121453	5145 Nestlinggrove Mississauga, ON L5M 0L3	Mississauga
121809	50 Corby RD, Markham, ON	Markham
121810	384 Thayer AVE Hamilton, ON L9A 1J9	Hamilton
121812	19 Irene Drive Barrie , ON L4N 0Y8	Barrie
121816	107 Whitwell Drive, Brampton, ON	Brampton
121822	1431 Eleanor AVE Cambridge, ON	Cambridge
121852	183 Stonybrook Dr Kitchener, ON	Kitchener
121880	132 Lawnhurst DR, Hamilton, ON	Hamilton
122068	33 Fullerton CrescentMarkham, ON L3R 3G4	Markham
122074	256 Alfred Paterson DriveMarkham, ON L6E 2G1	Markham
122077	87 Raymervill DriveMarkham, ON	Markham
122087	1172 Field Dr Milton, ON L9T 6G7	Milton
122104	1460 Fairview Rd Cambridge , ON	Cambridge
122110	5 Albion CRES Brampton, ON	Brampton
122124	5697 Glen Erin Dr. Mississauga, ON	Mississauga
122128	75 Quantum ST Markham, ON	Markham
122278	42 Sweet William ST Kitchener	Kitchener
122466	119 Old Maple BLVDGuelph, ON	Guelph
122481	6253 Skinner ST, Niagara Falls, ON	Niagara Falls
122612	53 Redwillow Road, Brampton, ON	Brampton
122613	18 Hummingbird Drive, Toronto, ON M1X 1W8	Toronto
122933	23 Henry StKitchener, ON N2G 1P4	Kitchener
122955	37 Silver Egret RD Brampton, ON	Brampton
122998	695 Peter Robertson Blvd, Brampton, ON	Brampton
123001	25 Charrington Cres Markham, ON	Markham
123013	307 Steepleridge ST Kitchener, ON N2P 0B3	Kitchener
123038	2 Elsa CrtHamilton, ON L9C 4R6	Hamilton
123074	146 Kitty Murray Lane Ancaster, On	Ancaster
123075	333 Killarney CRTOshawa, ON	Oshawa
123111	36 Marchbank Cres Brampton, ON	Brampton
123124	20 Cadillac Cres Brampton, ON L7A 3B2	Brampton
123200	100 Beech StBrampton, ON	Brampton

123642	20 Samuel DRGuelph, ON	Guelph
123929	26 Badger AveBrampton, ON	Brampton
124050	22 Clydesdale Road, Markham, ON	Markham
124069	35 Janet Crt Hamilton, ON	Hamilton
124254	76 Clive Road, Kitchener, ON	Kitchener
124741	3242 Cambourne CRESMississauga, ON	Mississauga
124780	251 Erinbrook DR Kitchener, ON	Kitchener
124901	67 Octillo Blvd, Brampton, ON L6R 2V6	Brampton
124902	58 Portrush Trail, Brampton, ON L6X 0R1	Brampton
125150	1232 Sherwood Mills Blvd, Mississauga, ON	Mississauga
125175	46 Iron Gate St Kitchener, ON	Kitchener
125184	235 Vodden Street West Brampton, ON	Brampton
125362	144 Raymerville DR Markham, ON	Markham
125594	3184 Cambourne CresMississauga, ON	Mississauga
125680	69 Pinnacle CRESGuelph, ON	Guelph
125714	29 Picasso DriveBrampton, ON	Brampton
125781	263 Holloway TerraceMilton, ON	Milton
125866	16 Gamla RDVaughan, ON	Vaughan
125885	199 Cardinal StBarrie, ON L4M 6G8	Barrie
125938	101 Lent CrescentBrampton, ON	Brampton
125957	3064 Eden Oak CRESMississauga, ON	Mississauga
125977	32 Arrowpoint DrBrampton, ON	Brampton
125999	70 Lyman StreetLondon, ON	London
126000	4 Villagewood StBrampton, ON	Brampton
126057	236 Avro RoadVaughan, ON	Vaughan
126068	5701 Margarita Crescent, Mississauga, ON L5M 6Y7	Mississauga
126091	14 Mercer Street, Dundas, ON	Dundas
126113	221 Grantham AVESt. Catharines, ON	St. Catharines
126117	32 Sir Tristram PLMarkham, ON	Markham
126247	26 Sundown DRHamilton, ON	Hamilton
126304	181 Mentino CRESHamilton, ON	Hamilton
126439	45 Isernia CresWoodbridge, ON	Woodbridge
126463	4276 Tomken RDMississauga, ON	Mississauga
126467	189 South Bend Rd EastHamilton, ON	Hamilton
126605	3052 Cabano CresMississauga, ON	Mississauga
126635	1201 Knight TrailMilton, ON	Milton
126724	3487 Chartrand CRESMississauga, ON	Mississauga
126826	3270 Bloomfield DriveMississauga, ON	Mississauga
126876	135 Valera Drive, Stoney Creek, ON L8E 4T1	Stoney Creek
126927	98 Glennie AveHamilton, ON	Hamilton
126937	44 Wheatfield CRESKitchener, ON	Kitchener
126976	370 Marble PlaceNewmarket, ON	Newmarket
127098	44 Byer DRMarkham, ON	Markham
127101	62 Maroon DRRichmond Hill, ON	Richmond Hill
127125	14 Kirk STChatham, ON	Chatham-Kent
127179	6501 Meltzer MewsMississauga, ON	Mississauga
127318	27 Arran DRSt Catherines, ON	St. Catharines

127344	1009 Southgate DROshawa, ON	Oshawa
127349	31 Harmsworth AVEBrampton, ON	Brampton
127458	12 Parklands DrHamilton, ON	Hamilton
127510	1752 Benjamin AveWindsor, ON	Windsor
127563	593 Veterans RDOshawa, ON	Oshawa
195121	16 Hamilton Street, Lindsay, ON K9V 3E2	Lindsay
127632	6 Bengel RoadBRampton, ON	Brampton
127654	14 Hearthstone CourtBrampton, ON	Brampton
127734	1746 St Luke RDWindsor, ON	Windsor
127760	39 Pleasant RoadGuelph, ON	Guelph
127762	298 Jelinik TerraceMilton, ON	Milton
127776	6144 Snowy Owl CRESMississauga, ON	Mississauga
127828	96 Guelph StGuelph, ON	Guelph
127916	100 Madden PLBowmanville, ON	Bowmanville
127928	173 Rossford CRESKitchener, ON	Kitchener
127967	5405 Tasha DRMississauga, ON	Mississauga
127980	75 Jennings Drive, Bowmanville, ON L1C 0C2	Bowmanville
128017	3625 Bala DRMississauga, ON	Mississauga
128036	186 Golden Orchard DRHamilton, ON	Hamilton
128060	211 Shorehaven WyndWindsor, ON	Windsor
128061	9023 Copperfield CrtWindsor, ON	Windsor
128097	105 Grange StreetGuelph, ON N1E 2V3	Guelph
128100	3502 Woodland Ave.Windsor, ON	Windsor
128177	4635 First AveNiagra Falls, ON	Niagara Falls
128197	96 Marston CRESCambridge, ON	Cambridge
128203	223 Mcginnis CresMilton, ON	Milton
128223	120 Brisbin STLondon, ON	London
128305	97 Lent CRESBrampton, ON	Brampton
128464	1600 Rockaway StOshawa, ON	Oshawa
128486	213 Asmus STNewhamburg, ON	New Hamburg
128609	8 Camill AvenueAjax, ON	Ajax
128667	237 Crerar DriveHamilton, ON	Hamilton
128701	74 Aponi Cres.London, ON	London
128756	859 Stedwell St.London, ON	London
128777	1430 St. LukeWindsor, ON	Windsor
128787	772 Brock STWindsor, ON	Windsor
128902	110 Tragina Avenue SouthHamilton, ON	Hamilton
128905	22 Iron Bridge CourtCaledonia, ON	Brampton
128921	2694 Barnstone CrescentMississauga, ON	Mississauga
128949	307 Barton St. WHamilton, ON	Hamilton
129017	1554 Connery CresOshawa, ON	Brampton
129025	315 Logan AvenueWindsor, ON	Windsor
129035	423 Burbrook PlaceLondon, ON	London
129052	1065 Albert RDWindsor, ON	Windsor
129068	1073 California AVEWindsor, ON	Windsor
129084	65 Starview CresGuelph, ON	Guelph
129127	607 Cataraqui STWindsor, ON	Windsor

129170	10 Patton RoadBarrie, ON	Barrie
129321	13 Milkweed CresBrampton, ON	Brampton
129339	173 Iribelle AvenueOshawa, ON	Oshawa
129361	176 Bonaventure DriveHamilton, ON	Hamilton
129378	375 Bridge AveWindsor, ON	Windsor
129426	3094 Erindale CrescentWindsor, ON	Windsor
129432	135 Gibson AvenueHamilton, ON	Hamilton
129438	37 Paulstown CresGuelph, ON N1G 5H7	Guelph
129504	270 William Roe Blvd,Newmarket, ON	Newmarket
129526	71 Homewood Park Road, Kirkfield, ON K0M 2B0	Kirkfield
129551	350 Woodward AveMilton, ON L9T 1V4	Milton
129587	107 Merrilee CresHamilton, ON	Hamilton
129638	31 Springhome RoadBarrie, ON	Barrie
129639	3623 Swirlingleaves CrescentMississauga, ON	Mississauga
129656	176 Blair RoadCambridge, ON N1S 2J6	Cambridge
129755	8849 Roosevelt StNiagara Falls, ON	Niagara Falls
129785	87 Brookland DriveBrampton, ON L6T 2M8	Brampton
129825	7069 Estoril Rd,Mississauga, ON	Mississauga
129841	203 James St,Oshawa, ON	Oshawa
129929	3467 Harris Street Windsor, ON	Windsor
130015	72 Gilmore Dr.Brampton, ON	Brampton
130064	242 Elliot StreetCambridge, ON	Cambridge
130076	1274 Tall Pine AveOshawa, ON	Oshawa
130126	3 Crowe StreetGuelph, ON	Guelph
130127	163 Stevenson St. S.Guelph, ON	Guelph
130144	10 Great Oak Crt., Brampton, ON	Brampton
130210	93 Tragina Avenue NorthHamilton, ON L8H 5C6	Hamilton
130238	6963 Panplona MewsMississauga, ON	Mississauga
130301	34 Church Street SouthAlliston, ON	Alliston
130324	66 Gulliver Cres.Brampton, ON	Brampton
130349	13 Zimmer StBrampton, ON L6L 6L3	Brampton
130381	32-B Huntley Court Brampton, ON	Brampton
130435	986 Renaissance DrOshawa, ON	Oshawa
130441	642 Radisson AvenueOshawa, ON	Oshawa
130448	31 Earnscliffe CircleBrampton, ON	Brampton
130473	45 Connaught Ave. N.Hamilton, ON	Hamilton
130569	9 Frost TrailBarrie, ON	Barrie
130706	1026 Anna Maria AveInnisfil, ON L9S 1V6	Innisfil
130828	1211 Lincoln RoadWindsor, ON	Windsor
130846	266 London RoadNewmarket, ON	Newmarket
130914	692 Hildegarde St.Windsor, ON N8X 2Z6	Windsor
130921	16 Embury CourtHamilton, ON	Hamilton
130935	217 Royal Salisbury WayBrampton, ON	Brampton
130977	17 Heatherside CrtBrampton, ON	Brampton
131031	3235 Millen, Windsor, ON, N9C 1T1	Windsor
131047	643 Bridge Avenue Windsor, ON	Windsor
131053	47 Farmhouse CrtLondon, ON N5Y 5M4	London

131159	34 Daley AveBowmanville, ON L1C 5G1	Bowmanville
131213	8859 Silverstar CtNiagara Falls, ON L2H 0B8	Niagara Falls
131241	2251 Hall AveWindsor, ON N8W 2L8	Windsor
131330	1003 Garden AvenueInnisfil, ON	Innisfil
131518	8 Elmore DriveHamilton, ON	Hamilton
131540	103 Steffler DriveGuelph, ON	Guelph
131581	104 Mcknight AveWaterdown, ON L0R 2H7	Waterdown
131593	40 Lucerne DriveKitchener, ON N2E 1B3	Kitchener
131610	19 Kingswood Dr., Kitchener, ON N2E 1A8	Kitchener
131642	23 Baker DriveSt. Catherines, ON	St. Catharines
131711	83 Bremen LaneMississauga, ON	Mississauga
131739	68 Fraser StreetWallaceburg, ON	Wallaceburg
131817	4 Holmstead CrtBrampton, ON L6S 1R9	Brampton
131827	210 Sandringham DriveCourtice, ON	Courtice
131851	61 Battle Street Thorold, ON	Thorold
131878	334 Eleanor StreetLondon, ON	London
131906	240 Gibb St.Oshawa, ON L1J 1Y8	Oshawa
132007	7517 Redstone RoadMississauga, ON	Mississauga
132053	11 Hillbank TrailBramalea, ON L6S 1P5	Bramalea
132068	139 Gladstone AvenueOshawa, ON	Oshawa
132098	912 Willow DriveLondon, ON	London
132137	38 Lexington CresentBelleville, ON K8P 4L1	Belleville
132147	1056 Ford BoulevardWindsor, ON	Windsor
132199	430 Dundurn Street SouthHamilton, ON	Hamilton
132272	10 Kelly CrescentPort Hope, ON	Port Hope
132328	143 Edgar StreetCambridge , ON	Cambridge
132418	18 Hiram StreetChatham-Kent, ON N8A 2R6	Chatham-Kent
132518	142 Third StreetBowmanville, ON	Bowmanville
132561	565 CrawfordWindsor, ON	Windsor
132609	4740 James Austin DriveMississauga, ON	Mississauga
132696	159 Glow AvenueHamilton, ON	Hamilton
132753	115 Tuxedo Avenue NorthHamilton, ON	Hamilton
132793	9 Kelly Crescent Port Hope, ON	Port Hope
132956	16 Loring CrescentMarkham, ON	Markham
132960	1094 Bleams Road Mannheim, ON	Mannheim
230569	51 Quaker Crescent, Hamilton, ON L8W 1H6	Hamilton
132992	12029 Talbot TrailChatham-Kent, ON	Chatham-Kent
133015	4 Napa LaneStoney Creek, ON	Stoney Creek
133037	1036 Mccuaig Drive, Milton, ON	Milton
133047	60 William Paddison Drive, Barrie, ON L4M 0G4	Barrie
133091	4222 Pheasant RunMississauga, ON	Mississauga
133130	1015 Henry Ford Centre Dr. Windsor, ON	Windsor
133181	126 Werstine TerraceCambridge, ON	Cambridge
133226	48 Steel Street, Barrie, ON L4M 2E7	Barrie
133280	742 Agnew Crescent, Milton, ON	Milton
133350	44 Merton RoadBrampton, ON	Brampton
133381	307 Northview Heights PlaceCambridge, ON	Cambridge

133385	229 Elliott StreetCambridge, ON	Cambridge
133473	582 Walpole CrescentNewmarket, ON	Newmarket
133482	33 South Street Trenton, ON	Trenton
133568	86 Worthington Ave, Brampton, ON L7A 1N9	Brampton
133588	2353 Windermere RoadWindsor, ON	Windsor
133852	65 Lorraine CrescentBrampton, ON	Brampton
133919	55 Concession StreetKingston, ON	Kingston
133936	36 Shorten Pl. Ajax, ON	Ajax
134218	16 Mccutcheon Road, Mulmur, ON L9Z 3E8	Mulmur
134235	178 Longfield Road Halton Hills, ON	Halton Hills
134243	18 Royal Links Circle, Brampton, ON L6P 2W9	Brampton
134253	33 Somerset StreetTrenton, ON	Trenton
134289	225 Dundas StreetDeseronto, ON	Deseronto
134347	5460 Haig Avenue, Windsor, ON N8T 1K9	Windsor
134350	4403 Bellrock RoadVerona, ON	Verona
134423	508 Farlow CrescentMilton, ON	Milton
134622	1611 Pierre AvenueWindsor, ON	Windsor
134632	3362 Lansdown DriveBurlington, ON	Burlington
134676	4111 Stadelbauer Drive, Beamsville, ON L0R 1B7	Beamsville
134770	267 Hansen Road NorthBrampton, ON	Brampton
134812	83 Centre StreetCaesarea, ON	Caesarea
134819	87 Riehm Street, Kitchener, ON N2E 4L2	Kitchener
134901	246 Durham Road #8, Uxbridge, ON L9P 1R1	Uxbridge
137169	552 Oak AvenueWindsor, ON	Windsor
137334	11 Eugenia St, Barrie, ON L4M 1P6	Barrie
137361	66 Orchid Cres, Kitchener, ON N2E 3N4	Kitchener
137385	34 Grand Valley Drive, Brampton, ON L6S 2L1	Brampton
137429	1251 Jalna Blvd, London, ON N6E 2A8	London
137439	649 Doon South Drive, Kitchener, ON N2P 2X5	Kitchener
137459	8 Cheam CourtBrampton, ON	Brampton
137460	32 Mill St., Hamilton, ON L8R 2E1	Hamilton
137479	9 Mortimer DriveBrampton, ON	Brampton
137486	6092 Carlton AvenueNiagara Falls, ON	Niagara Falls
137489	2129 Mount Forest Drive Burlington, ON	Burlington
137585	193 Station Road., Gananoque, ON K7G 2V3	Gananoque
137759	1289 Northmount St. Oshawa, ON	Oshawa
137770	47 Peachtree Place, Concord, ON L4K 2C4	Concord
137824	7 Stephen Street St. Catherines, ON	St. Catharines
137906	32 Church St. EastColborne, ON	Colborne
137928	348 King Street West, Dundas, ON L9H 1W7	Dundas
137991	71 Daniel Avenue, Kitchener, ON N2K 3W3	Kitchener
138014	35 Algonquin TerraceKingston, ON	Kingston
138026	128 Northern Dancer Drive, Oshawa, ON L1L 0A1	Oshawa
138086	72 Rosebud Avenue, Brampton, ON L6X 2W5	Brampton
138291	147 Wellington Street East Chatham-Kent, ON	Chatham-Kent
138294	39 Creditstone Road, Brampton, ON L6Y 3C3	Brampton
138307	1187 Sorrel Road, London, ON N5V 2N4	London

138330	5415 River Ln. Niagara Falls, ON	Niagara Falls
138339	564 Lancelot Cr, Oshawa, ON L1K 1K1	Oshawa
138352	254 Weir Street NorthHamilton, ON	Hamilton
138369	347 Fairview Avenue, London, ON N6C 4V2	London
138383	83 Nassau Street, Oshawa, ON L1J 4A3	Oshawa
138419	3006 Dorchester Road, Niagra, ON L2J 2Z6	Niagara Falls
138436	42 Hollingsworth Circle, Brampton, ON L7A 0J7	Brampton
138794	212 Briceland Street, Kingston, ON K7K 7L2	Kingston
138867	780 Stargazer Drive, Mississauga, ON L5V 0C1	Mississauga
138899	31 Essling Ave, Hamilton, ON L9B 2E7	Hamilton
138917	120 Bonnie Braes DriveBrampton, ON	Brampton
139022	25 Ponsford Street , Grand Valley, ON L9W 5W7	Grand Valley
139077	4 Sandway Dr., Brampton, ON L7A 2H5	Brampton
139112	39 Jarwick Drive, Toronto, ON M1H 2H1	Toronto
139113	128 Markwood Drive, Kitchener, ON N2M 2H6	Kitchener
139196	1017 Cumming Blvd, Milton, ON L9T 6S7	Milton
139265	82 Birkdale Rd, Toronto, ON M1P 3R5	Toronto
139279	139 Tolton Avenue, Hamilton, ON L8H 5N9	Hamilton
139378	29 Sedgewick Crescent, Toronto, ON	Toronto
139537	9 Albion Hills Drive, Caledon, ON L7E 3T9	Caledon
139540	448 Jelinik Terrace, Milton, ON L9T 7N3	Milton
139543	8132 Woodbine Street, Niagara Falls, ON L2H 1C7	Niagara Falls
139568	293 David StreetWelland, ON	Welland
139626	93 Collier Road South, Thorold, ON L2V 3T3	Thorold
139745	240 Queen Street South, Thorold, ON L2V 3P5	Thorold
139767	29 Dundas Crescent, St. Catherines, ON	St. Catharines
139816	555 Corbett St, Hamilton, ON L8H 6V2	Hamilton
139979	243 Victoria Road North, Guelph, ON N1E 5H9	Guelph
140005	30 Joshua Court, Brampton, ON L6S 3W4	Brampton
140080	91 Finch Dr., Belleville, ON K8P 5L4	Belleville
140093	317 Emerald St. N, Hamilton, ON	Hamilton
140142	114 Gillett DriveAjax, ON	Ajax
140160	14 Brookview Road, Brampton, ON L6X 2V9	Brampton
140190	204 Kehl St, Kitchener, ON N2M 3V2	Kitchener
140225	8 Sylvia Court, Newcastle, ON L1B 1J4	Newcastle
140265	13 Venetian Terrace, Brampton, ON	Brampton
140267	372 Tragina Avenue NorthHamilton, ON	Hamilton
140284	25 Delena Avenue North Hamilton, ON	Hamilton
140285	348 Gage Avenue North Hamilton, ON	Hamilton
140295	65 Epsom Downs DriveBrampton, ON	Brampton
140418	147 Calverley Trail, Scarborough, ON M1C 3V7	Scarborough
140430	49 Badessa Circle, Thornhill, ON, L4J 6E6	Thornhill
140458	17 Streamside Lane, Brampton, ON L6R 2A9	Brampton
140473	343 Vodden Street East, Brampton, ON L6V 1N4	Brampton
140485	90 Hurricane Rd., Fonthill, ON L0S 1E3	Fonthill
140517	4022 Weimar Line, Wellesley, ON N0B 2T0	Wellesley
140553	6 Rochelle Drive, Guelph, ON N1K 1K6	Guelph

140622	1466 Heritage Garden Crescent, Belle River, ON N0R 1A0	Belle River
140779	440 Harcourt Drive, Oshawa, ON L1H 6V6	Oshawa
140786	47 Village Green Drive, St. Catherines, ON L2N 5N9	St. Catharines
140837	17 Fonthill Rd, Hamilton, ON L9C 6A1	Hamilton
140853	129 Aspenwood Drive, North York, ON M6H 2G2	North York
140912	24 Grasshopper Way, Brampton, ON L6R 2J6	Brampton
140984	487 Evans Ave, Etobicoke, ON M8W 2V2	Etobicoke
141160	432 Rutherford Rd North, Brampton, ON L6V 3R9	Brampton
141504	4667A Dundas Street West, Toronto, ON M9A 1A4	Toronto
141536	592 Lombardy Avenue, Oshawa, ON L1J 8G5	Oshawa
141652	623 Lake Street, St. Catherines, ON L2N 6H4	St. Catharines
141756	243 Wallace Avenue South, Welland, ON L3B 1R7	St. Catharines
141763	5912 Mersey Street , Mississauga, ON L5V 1W1	Brampton
141842	87 Park Row N, Hamilton, ON L8H 4E5	Hamilton
141846	168 Kensington Ave N, Hamilton, ON L8L 7N7	Hamilton
141888	6069 Snowyowl Cresent, Mississauga, ON L5N 7B6	Brampton
141907	3351 Deerbrook DriveWindsor, ON	Windsor
141915	4646 Helinki CrescentWindsor, ON	Windsor
141938	4816 St Clair Avenue, Niagara Falls, ON L2E 3T4	St. Catharines
141943	69 Lundys Lane, Newmarket, ON L3Y 3R9	Markham
141947	58 Dolman Court, Cambridge, ON N1S 4G4	Kitchener
142177	58 Bendamere Crescent, Markham, ON L3P 6X9	Markham
142242	46 Strathallan Drive, Courtice, ON L1E 2H2	Oshawa
142300	68 Brentcliff Drive , Brampton, ON L7A 3E7	Brampton
142384	167 Golden Ave, Markham, ON L3S 4E5	Markham
142385	163 Appalachian Crescent, Kitchener, ON N2E 1A3	Kitchener
142638	58 Watson Street, Scarbough, ON M1C 1E3	Markham
142656	128 Line 4 Road, Niagara On The Lake, ON L0S 1J0	St. Catharines
142661	246 Haddington Avenue, Toronto, ON M5M 2P9	Markham
142676	107 Coldwater Road, Orillia, ON L3V 3L5	Barrie
142743	38 Halford Avenue, Toronto, ON M6S 4E9	Brampton
142770	211 Bridlewreath Street, Kitchener, ON N2E 4B5	Kitchener
142791	159 Louth Street, St. Catherines, ON L2S 2R4	St. Catharines
142811	2519 Dominion Blvd, Windsor, ON N9E 2M5	Windsor
142892	111 Autumn Glen Circle, Etobicoke, ON M9W 6B3	Brampton
142957	565 Bloor Street East, Oshawa, ON L1H 3N3	Oshawa
143031	4608 Sassafras AvenueWindsor, ON	Windsor
143032	4892 Barcelona CrescentWindsor, ON	Windsor
143034	4238 Showdown AvenueWindsor, ON	Windsor
143035	4895 Whitefish CrescentWindsor, ON	Windsor
143036	4896 Juliet CrescentWindsor, ON	Windsor
143037	4631 Sassafras AvenueWindsor, ON	Windsor
143039	4717 Barcelona CrescentWindsor, ON	Windsor
143040	2070 Rockport StreetWindsor, ON	Windsor
143041	4268 Barton CrescentWindsor, ON	Windsor
143042	833 Nova StreetWindsor, ON	Windsor
143043	1479 Budapest CrescentWindsor, ON	Windsor

143044	3072 Kenilworth DriveWindsor, ON	Windsor
143045	4571 Helsinki CrescentWindsor, ON	Windsor
143046	4595 Helsinki CrescentWindsor, ON	Windsor
143049	3332 Kenilworth DriveWindsor, ON	Windsor
143174	188 Hickling Trail , Barrie, ON L4M 5T9	Barrie
143242	22 Garden Crescent, Hamilton, ON L8V 4T4	Hamilton
143469	301 Niagara Blvd., Fort Erie, ON L2A 3H1	St. Catharines
143497	2030 Eastside Drive, Orillia, ON L3V 6H3	Barrie
143533	56 Brookhouse Drive, Newcastle, ON L1B 1N8	Oshawa
143553	3046 Coram Crescent, Windsor, ON N8R 1P3	Windsor
143570	30 Cooke Armstrong Rd., Frankford, ON K0K 2C0	Oshawa
143829	6327 Plowmans Heath, Mississauga, ON L5N 3W1	Brampton
144006	2766 Truscott Drive, Mississauga, ON L5J 2B7	Brampton
144341	54 Woodstone Crescent, Kingston, ON K7M 6K9	Hamilton
144567	18 Mcnaughton Avenue, Wallaceburg, ON N8A 1R8	Oshawa
144631	329 Hamers Road, Whitby, ON L1M 2A4	Windsor
144673	73 Coe Drive, Ajax, ON L1T 3B9	Oshawa
144675	14 West Andrew Street, Burford, ON N0E 1A0	Oshawa
144684	1562 Prince Road , Windsor, ON N9C 3B3	Hamilton
144734	1355 Hallmark Avenue, Windsor, ON N8W 4Z2	Windsor
144858	19 Ipswich Place, Hamilton, ON L8K 3E8	Windsor
144877	123 Gore St, Amherstburg, ON N9V 1K8	Hamilton
144885	70 Torrance St , Fort Erie , ON L2A 4C6	Windsor
144937	1852 Culver Drive, London, ON N5V 3K6	St. Catharines
144958	605 Duncan Street, Wallaceburg, ON N8A 4E9	London
144959	6 Duggan Drive, Brampton, ON L6Y 4K8	Windsor
144971	16 Wheatfield Road, Brampton, ON L6X 2W1	Brampton
145257	3740 Rolling Acres Drive, Niagara Falls, ON L2J 3B9	Brampton
145606	23 Phillipo Dr, Hamilton, ON L9B 2V1	St. Catharines
145728	54 Kearney Road, Etobicoke, ON M9W 5J8	
145796	1116 Campbell Ave, Windsor, ON N9B 2J5	Hamilton
145848	5476 Tenth Line West, Mississauga, ON L5M 0G5	Brampton
145897	374 Glad Park Avenue, Stouffville, ON L4A 1E8	Windsor
145928	194 Fellner Ave, London, ON N5W 3H4	Brampton
145985	35 Ironwood Crescent, Hamilton, ON L8W 3H6	Markham
146124	622 Stone Street, Oshawa, ON L1J 6A5	London
146126	5097 Malden Road, Windsor, ON N9E 3V1	Hamilton
146131	1793 Westminster Blvd, Windsor, ON N8T 1X3	Oshawa
146133	1570 Winterhaven Road,, Mississauga, ON L5E 3B1	Windsor
146161	1876 Spring Garden, Windsor, ON N9E 3P6	Windsor
146227	986 Eastlawn Ave., Windsor, ON N8S 3H9	Brampton
146243	250 Viewmount Avenue, Toronto, ON M6B 1V2	Windsor
146260	76 Apollo Rd, Markham, ON L3S 4H1	Windsor
146269	1084 Hickory Rd, Windsor, ON N8Y 3S1	Brampton
146271	55 Woodbridge Road, Hamilton, ON L8K 3C8	Markham
146283	52 Callie Road, Hamilton, ON L9A 2A1	Windsor
146292	29 Regal Drive, Tilbury, ON N0P 2L0	Hamilton

146296	196 Waterloo Street, Kitchener, ON N2H 3W1	Hamilton
146392	1796 Moy Ave, Windsor, ON N8W 2M2	Windsor
146401	1372 Godwick Drive, Mississauga, ON L5N 7X3	Kitchener
146420	147 Dover Road, Welland, ON L3B 2V1	Windsor
146432	52 Gorsebrook Court, Brampton, ON L6X 2T2	Brampton
146450	7 Monsarrat Cres, London, ON N5Y 4Y7	St. Catharines
146484	1415 Campbell Ave, Windsor, ON N9B 2K1	Brampton
146501	8 Jeffcoat Drive, Etobicoke, ON M9W 3B4	London
146527	1227 Bruce Avenue, Windsor, ON N8X 1X2	Windsor
146579	1519 Francois Road, Windsor, ON N8Y 4L6	Brampton
146663	690 Mohawk Rd W, Hamilton, ON L9C 1X8	Windsor
146686	1302 Tourangeau Road, Windsor, ON N8Y 4H9	Windsor
146707	24 Granton St, Hamilton, ON L8S 3C2	Hamilton
146750	90 Valera Drive, Stoney Creek, ON L8E 4T9	Windsor
146816	1077 Norman Cresent, Oshawa, ON L1H 7W9	Hamilton
146853	972 Whetherfield Street, London, ON N6H 5V7	Hamilton
146885	3 Millbrook Gate, Markham, ON L3R 9C5	Oshawa
146948	2046 Rockport StWindsor, ON	London
146953	1313 Giselle CresWindsor, ON	Markham
146954	59 Reynier Drive, Brampton, ON L6Z 1L2	Windsor
146967	1160 Hickory Road, Windsor, ON N8Y 3S3	Windsor
146969	78 Braeburn Drive, Thornhill, ON L3T 4W8	Brampton
146982	95 Roxbury Street, Markham, ON L3S 3S8	Windsor
146992	866 Lakeshore DriveWindsor, ON	Markham
147031	177 Glennie Avenue, Hamilton, ON L8H 5W1	Markham
147044	4325 Old West AveWindsor, ON	Windsor
147074	8 Heron Place, Hamilton, ON L9A 4Y8	Windsor
147082	538 Acadia Drive, Hamilton, ON L8W 3A5	Hamilton
147093	157 Ponymeadow Terrace, Toronto, ON M1C 4K7	Windsor
147123	77 Garrardview Street, Ajax, ON L1Z 0N6	Hamilton
147134	2483 Norcrest AveWindsor, ON	Hamilton
147139	88 Braeheid Avenue, Hamilton, ON L0R 2H5	Markham
147150	4012 Acorn CrescentWindsor, ON	Oshawa
147201	3847 Acorn Cres, Windsor, ON	Windsor
147227	625 Brock Street, Windsor, ON N9C 2T1	Hamilton
147240	654 Upper Wellington St, Hamliton, ON L9A 3R1	Windsor
147248	3328 Colonial Dr, Mississauga, ON L5L 5G1	Windsor
147265	4335 Alta Court, Mississauga, ON L4Z 1N6	Windsor
147272	3761 Hillcrest Boulevard, Windsor, ON N9C 2E4	Hamilton
147317	467 Leacock Drive, Barrie, ON L4N 4X6	Brampton
147376	6434 Bellevue Street, Niagara Falls, ON L2E 1Z1	Brampton
147449	16 Broderick Avenue, Tharold, ON L2V 2H4	Windsor
147476	97 Pirie Drive, Dundas, ON L9H 6Y2	Barrie
147497	318 Egerton Street, London, ON N5Z 2G7	St. Catharines
147518	229 St Julian Street, London, ON N5Z 2N2	St. Catharines
147543	624 Acadia Drive, Hamilton, ON L8W 3J7	Hamilton
147552	64 Wexford Ave N Hamilton , Hamilton , ON L8H 4M4	London

147598	298 Amberly Boulevard, Ancaster, ON L9G 3Y6	London
148411	70 Cariglia Trail, Markham, ON L3R 4W8	Hamilton
148486	229 Station Street Po Box 3234, St Marys, ON N4X 1A8	Hamilton
148505	34 Cecil Street, Angus, ON L0M 1B3	Hamilton
148633	1978 Hunking Drive, Oshawa, ON L1K 0V1	Markham
148695	222 Phillips Street, Barrie, ON L4N 3V1	London
148734	128 Hillbrook Crescent, Kitchener, ON N2N 1J5	Barrie
148782	1 Quantrell Trail, Toronto, ON M1B 1L7	Oshawa
148997	121 Mill Street , Woodstock, ON N4S 2W2	Windsor
149086	363 William Dunn Crescent, Newmarket, ON L3X 3L3	Barrie
149091	87 Inkerman Street, Ingersoll, ON N5C 1N7	Kitchener
149095	32 Bertie Street,, Fort Erie, ON L2A 1X7	Markham
149157	222 Aspen Ridge Drive, Stayner, ON L0M 1S0	London
149186	83 Masters Green Crescent, Brampton, ON L7A 3K3	Markham
149284	292 Haig Street, Oshawa, ON L1G 5N8	London
149299	8312 Racey Avenue, Niagara Falls, ON L2H 3M7	St. Catharines
149330	80 Chetwood Street, St. Catherines, ON L2S 2A4	Barrie
149333	137 Locust Street , St Thomas , ON N5R 2C6	Brampton
149353	42 Foxhunt Trail, Courtice, ON L1E 1E9	Oshawa
149360	1734 Shelburne, Oshawa, ON L1K 0T1	St. Catharines
149363	97 Barnesdale Avenue North, Hamilton, ON L8L 6S4	St. Catharines
149426	100 East 22 St, Hamilton, ON L8V 2V6	London
149429	124 East 21 St, Hamilton, ON L8V 2T4	Oshawa
149612	121 Sunnyhill Rd., Cambridge, Ontario N3C3K2	Oshawa
149787	30 Duncan Cresent, London, ON N5V 4E8	Hamilton
149808	50 Babcock Crescent , Milton, ON L9T 5R6	Hamilton
149825	91 Apple Valley Way, Brampton, ON L6P 3Z6	Hamilton
149915	3 Goodwin Avenue, Bowmanville, ON L1C 4Z4	Kitchener
149965	283 Crookston Road., Madoc, ON K0K 2K0	London
150105	18 Rickaby Street, Bowmanville, ON L1C 4X6	Brampton
150192	474 Elizabeth Street, Oshawa, ON L1J 5T1	Brampton
150313	546 Kelvedon Mews, Mississauga, ON L4Z 1G4	Oshawa
150348	2118 Kempton Park Drive , Mississauga, ON L5M 2Z1	Oshawa
150448	460 East 13Th, Hamilton, ON L9A 4A6	Oshawa
150496	146 Gardenbrooke Trail, Brampton, ON L6P 3G5	Oshawa
150535	66 Marlowe Rd, Hamilton, ON L9C 2H6	Brampton
150822	560 Talltree Crescent, London, ON N5V 5E5	Brampton
150887	28 Flower Street, St. Catharines, ON L2S 1G4	Hamilton
150917	1742 Drouillard Road, Windsor, ON N8Y 2S5	Brampton
151126	14 Hannah Crescent , Hamilton, ON L9B 2V4	Hamilton
151204	143 Norfolk Street, Stratford, ON N5A 3Y7	London
151217	20 Lydia Street, Hamilton, ON L8K 3B9	St. Catharines
151240	310 Rushton Road, York, ON M6C 2X9	Windsor
151291	2748 Bennett Road, Smithville, ON L0R 2A0	Hamilton
151365	148-1000 Island Parkway, Gananoque, ON K7G 2V4	London
151367	30 Ellis Street, Port Rowan, ON N0E 1M0	Hamilton
151411	10 Varcoe Rd., Courtice, ON L1E 2T7	Markham

151641	3 Geneva Drive, Hamilton, ON L9C 3Z4	St. Catharines
151648	1443 Albert RdWindsor, ON	Oshawa
243457	233 Bristol Rd E, Mississauga, ON L4Z 3V5	Hamilton
151732	10 Ashwood Drive, Orangeville, ON L9W 4A9	Oshawa
151758	260 East 19Th St, Hamilton, ON L9A 4S7	Hamilton
151767	206 East 15Th St, Hamilton, ON L9A 4G2	Windsor
151790	701 Highland Street, Port Elgin, ON N0H 2C2	Oshawa
151796	118 Darlington Drive, Hamilton, ON L9C 2M2	Brampton
151811	4060 Acorn CresWindsor, ON	Hamilton
151813	1893 CurryWindsor, ON	Hamilton
151834	4018 Acorn Crescent, Windsor, ON N8W 5R2	Barrie
151838	12 Hoard Avenue South, New Tecumseth, ON L9R 0M4	Hamilton
151841	1594 Glendale AvenueWindsor, ON	Windsor
151843	11404 TimberbayWindsor, ON	Windsor
151901	88 Pepperwood Crescent, Kitchener, ON N2A 2R3	Windsor
151998	2 Farmington Drive, St Thomas, ON N5R 5W9	Barrie
152312	6503 Lisgar Drive, Mississauga, ON L5N 6X2	Windsor
152323	3864 Tulip Court, Windsor, ON N9E 4S8	Windsor
152457	22 Third Street, Selkirk, Haldimand, ON N0A 1P0	Kitchener
152496	121 York Street , St Catherines, ON L2R 6E5	London
152522	676 Blackwood Boulevard, Oshawa, ON L1K 0G7	Brampton
152569	1365 Hallmark Avenue, Windsor, ON N8W 4Z2	Windsor
152609	22 Mendip Crescent, Toronto, ON M1P 1Y4	Hamilton
152762	61 Green Maple Drive, St Catherines, ON L2P 3P3	St. Catharines
152782	1456 Kamloops Street, Windsor, ON N8W 5V3	Oshawa
152811	32 Jane St, Ridgetown, ON N0P 2C0	Windsor
153003	418 Macnab Street North, Hamilton, ON L8L 1L3	Markham
153010	188 David Ave, Hamilton, ON L9A 3V5	St. Catharines
153030	20 Silktop Trail, Brampton, ON L6R 2K4	Windsor
153051	188 West 2Nd St, Hamilton, ON L9C 3G1	London
153054	393 East 19Th St, Hamilton, ON L9A 4S9	Hamilton
153058	266 East 8Th Street, Hamilton, ON L9A 3L9	Hamilton
153087	26 Leclaire St., Hamilton, ON L9C 5X3	Brampton
153274	97 Chapell Hill Crescent, Welland, ON L3C 6G8	Hamilton
153312	2171 Mark St, Windsor, ON N9B 3X6	Hamilton
153313	8 Adley Place, Kingston, ON K7K 6G8	Hamilton
153316	2293 Mark Ave, Windsor, ON N9B 3W8	Hamilton
153318	2286 Everts Ave, Windsor, ON N9B 3W7	St. Catharines
153331	2247 Mark Ave, Windsor, ON N9B 3W8	Windsor
153473	11 Pearl Drive, Orillia, ON L3V 6H2	Oshawa
153491	17 Brooklyne Road, Cambridge, ON N1R 1C4	Windsor
153498	2 Lafayette Street West, Jarvis, ON N0A 1J0	Windsor
153737	94 Ted Miller Crescent, Bowmanville, ON L1C 0L7	Windsor
153782	128 Houghton Street, Cambridge, ON N3C 4L3	Barrie
153804	1317 Arthur Road, Windsor, ON N8Y 3Y5	Kitchener
153835	14201 Winston Churchill Blvd, Terra Cotta, ON L7C 1S6	Hamilton
153863	198 Nelson Street, Bradford West Gwillimbury, ON L3Z 1E5	Oshawa

153928	35 Park Row North, Hamilton, ON L8H 4E3	Kitchener
153929	87 Trillium Crescent, Barrie, ON L4N 6H6	Windsor
153931	2 West 1St Street, Hamilton, ON L9C 3B6	Brampton
153938	52 Allness Road, Brampton, ON L7A 3N7	Barrie
153959	1 Wagner Drive, Scarborough, ON M1E 2Z4	Hamilton
153976	208 South Bend Rd E, Hamilton, ON L9A 2B9	Barrie
167661	22 Netherway Crescent, Ajax, ON L1T 4X5	Hamilton
154040	45 Moxley Dr, Hamilton, ON L8T 3Y6	Brampton
154174	35 Hartrick Place, Whitby, ON L1R 2C2	Markham
154325	668 Tate Ave., Hamilton, ON L8H 6L6	Hamilton
154362	51 Bristol Street, Hamilton, ON L8L 2T9	Hamilton
154364	31 Bushnell Drive, Cambridge, ON N1R 8C5	Hamilton
154547	1054 Church St, Windsor, ON N9A 4V2	Oshawa
154589	54 Wilfred Crescent West, Kingston, ON K7K 7G8	Hamilton
154607	7 Baxter Creek Crt, Milbrook, ON L0A 1G0	Hamilton
154635	1460. Bayswater Crescent, Windsor, ON N8S 4K8	Kitchener
154667	103 Madison Avenue, Richmond Hill, ON L4E 4P4	Windsor
154758	15 Francis Street, Kingston, ON K7M 1L8	Oshawa
154759	7084 Frontier Ridge, Mississauga, ON L5M 7R6	Oshawa
154779	1218 Marentette Avenue, Windsor, ON N8X 4C6	Windsor
154817	715 Harriet Street, Whitby, ON L1N 1L5	Markham
154851	3732 Holburn, Windsor, ON N9E 4S9	Oshawa
155047	9 Ernest Street, Lindsay, ON K9V 4R4	Brampton
155074	105 Whitelock Street, Stratford , ON N5A 1T2	Windsor
155129	71 Calm Waters Crescent, Brampton, ON L6V 4S2	Oshawa
155160	135 Brant Street East, Orillia, ON L3V 1Z5	Windsor
155191	63 White Boulevard, Thornhill, ON L4J 5Z7	Oshawa
155229	4181 Edgerton Rd, Blackstock, ON L0B 1B0	London
155256	90 Bradshaw Road, Tichborne, ON K0H 2V0	Brampton
155278	63 Wallis Crescent., Toronto, ON M9V 4K2	Barrie
155360	8484 Milomir Street, Niagara Falls, ON L2H 0B6	Markham
155380	63 Sandyhook Sqaure, Scarborough, ON M1W 3N6	Oshawa
155387	95 Eastbury Drive, Stoney Creek , ON L8E 3G4	Oshawa
155412	3796 Oland Drive, Mississauga, ON L5M 6M7	Brampton
155496	39 Westminster Circle, Barrie, ON L4M 0A4	St. Catharines
155595	137 Whitwell Way, Binbrook, ON L0R 1C0	Markham
155656	519 Harriet Street, Welland, ON L3B 2H9	Hamilton
156066	3069 Folkway Drive, Mississauga, ON L5L 1Z5	Brampton
156111	67 Sadler Crescent , Port Perry, ON L9L 1T3	Barrie
156133	39 Scott Street, St. George, ON N0E 1N0	Hamilton
156185	7 Bayview Drive, Trenton, ON K8V 5P5	St. Catharines
156208	546 Galedowns Crt., Missisauga, ON L5A 3H9	Brampton
156229	715 Adelaide Avenue East, Oshawa, ON L1G 2A7	Oshawa
156287	430 Elm Ave, Windsor, ON N9A 5H1	Kitchener
156416	71 Blackacres Boulevard, London, ON N6G 2G8	Oshawa
191357	25 Spring Bank Drive , St. Catharines, ON L2S 2K1	Brampton
156522	11 Beaver Valley Rd, Toronto, ON M3H 4R8	Oshawa

156536	864 Canada Dr, Fort Erie, ON L2A 6E9	Windsor
156561	3149 Seville AvenueWindsor, ON	London
156768	10 Tasker Street, St. Catharines, ON L2R 3Z8	Windsor
156784	4 Richmond Street, Welland, ON L3B 5L4	Markham
156836	205 Commercial Street, Welland, ON L3B 5Z5	St. Catharines
156843	139 Langlaw Drive, Cambridge, ON N1P 1H9, Ca	Windsor
156852	10 Shoreview Court, Clarington, ON L1C 3V2	St. Catharines
156856	28 Forbes Terrace, Milton, ON L9T 3X3	St. Catharines
156930	55 Meadowvale Drive, St. Thomas, ON N5P 4P3	St. Catharines
156932	3080 Dorchester Road., Niagara Falls, ON L2J 2Z7	Kitchener
156980	6 Sydenham Wells, Barrie, ON L4M 6R3	Oshawa
157010	83 Hammerstone Crescent, Thornhill, ON L4J 8B4	Brampton
157054	448 East Avenue , Toronto, ON M1C 2W8	London
157094	109 Prospect Street, Beeton, ON L0G 1A0	St. Catharines
157177	46 Quaker Ridge Road, Vaughan, ON L4K 2E7	Barrie
157193	2674 Hwy 3, Port Colborne, ON L3K 5V3	Markham
157233	213 Eastlawn St, Oshawa, ON L1H 8J2	Markham
157259	16 Lawndale Road, Toronto, ON M1M 3R6	Barrie
157364	5890 Sidmouth Street, Mississauga, ON L5V 2J9	Markham
157383	2489 Division Road North, Kingsville, ON N9Y 2E5	St. Catharines
157521	9 Ewart St, Bolton, ON L7E 2T4	Oshawa
157553	525 Canterbury Road, London, ON N6G 2N5	Markham
157586	204 Margaret Avenue, Wallaceburg, ON N8A 2A1	Brampton
157600	126 John Tabor Trail, Toronto, ON M1B 2V2	Windsor
157620	3730 Holburn St., Windsor, ON N9E 4S9	Brampton
157635	22 Costain Court, Hamilton, ON L9C 5V5	London
157636	4461 Lee Avenue, Niagara Falls, ON L2H 3B7	Windsor
157638	8 Farley Crescent , Trenton, ON K8V 6K1	Markham
157652	286 Olive Avenue, Oshawa, ON L1H 2P6	Windsor
157722	6597 Harmony Ave, Niagara Falls, ON L1Z 1Z3	Hamilton
157766	217 Baxter Street, London, ON N5W 0A2	St. Catharines
157776	11 Mathew Street , Hamilton, ON L9C 7S2	Oshawa
157810	108 East 21St St., Hamilton, ON L8V 2T4	Oshawa
157814	365 Lakeshore Road, Cobourg, ON K9A 4J8	St. Catharines
157831	6 St. Mark Place, Brampton, ON L6X 3W5	London
157844	7468 Fern Avenue, Niagara Falls, ON L2G 5H5	Hamilton
157896	17 Nugent Crt, Barrie, ON L4N 7A9	Hamilton
157988	425 Cabana Road East, Windsor, ON N9G 1A1	Oshawa
157993	3117 Seville Avenue, Windsor, ON N8N 0A2	Brampton
158054	872 Line 11 North , Oro-Medonte, ON L0L 1T0	St. Catharines
158094	1345 Hallmark Avenue, Windsor, ON N8W 4Z2	Barrie
158096	48 Arjay Trail, Brampton, ON L6X 4M4	Windsor
158133	398063 5Th Line Melancthon, Shelburne, ON L9B 1R5	Windsor
158399	4 Alnet Drive, Belleville, ON K8P 4V8	Barrie
158489	583 Wychwood St, Oshawa, ON L1G 2T4	Windsor
158519	208 Paige Place, Kitchener, ON N2K 4P5	Brampton
158615	260 Village Road, Kitchener, ON N2M 4L4	Barrie

158679	1693 Upperwellington Street, Hamilton, ON L9B 1P1	
158728	440 Galbraith Street, Shelburne, ON L9V 3V4	Oshawa
158740	69 Legion Way, Angus, ON L0M 1B5	Oshawa
158753	2 Johnson Bush Road, Caledon, ON L7E 0A3	Kitchener
158764	1437 Labadie Rd, Windsor, ON N8Y 4H2	Kitchener
158841	4767 Bluefeather Lane, Mississauga, ON L5R 0C8	Hamilton
158901	44 Palmer Drive, Kingsville, ON N9Y 3B4	Barrie
158964	138 Wynford Place, Halton Hills, ON L7J 2O5	Barrie
159031	3168 Hedgestone Court, Mississauga, ON L4X 2K2	Barrie
159072	2453 Alexis Road, Windsor, ON N8W 3Z4	Windsor
159183	28 Scott Street , St. Thomas, ON N5P 1K3	Brampton
159348	75 Anthony Street, Hamilton, ON L9C 6V6	Windsor
159349	1021 Steele Street, Port Colborne, ON L3K 5A3	Kitchener
159360	40032 Talbot Line, St. Thomas, ON N5P 3T2	Brampton
159371	156 Blake Street, Barrie, ON L4M 1K3	Windsor
159405	90 Freemont St, Vaughan, ON L4K 5H9	London
159431	945 Norfolk County Road 19 E, Norfolk County, ON N0E 1Y0	Hamilton
159475	140 Royal Oak Road, Cambridge, ON N3E 0A4	St. Catharines
159527	7 Dunning Drive, New Tecumseth, ON L9R 0B3	London
159578	618 Albert Boulevard, Corunna, ON N0N 1G0	Barrie
159662	183 Art West Avenue, Newmarket, ON L3X 0C2	Markham
159678	39 Lake Drive North, Keswick, ON L4P 1A2	St. Catharines
159842	5768 County Rd 90, Utopia, ON L0M 1T2	Kitchener
159953	228 Prosperity Drive, Kitchener, ON N2E 4B1	Barrie
159987	222 Pancake Lane, Ridgeville, ON L0S 1M0	Windsor
160055	95 Blantyre Avenue, Toronto, ON M1N 2R6	Markham
160069	18 Ellen Crescent, Hillsburgh, ON N0B 1Z0	Barrie
160152	1335 Foster Avenue, Windsor, ON N8W 5P3	Barrie
160200	756 Southcote Road, Ancaster, ON L9G 3L1	Kitchener
160263	547 Ontario Street, Woodstock, ON N4V 1H2	St. Catharines
160320	468 Eaglewood Drive, Hamilton, ON L8W 2T2	Markham
160560	19 St. Michaels Crescent, Bolton, ON L7E 5Z3	Kitchener
160577	1 Compton Place, Hamilton, ON L8T 3X9	Windsor
160718	2378 Aubin Road, Windsor, ON N8W 4L5	Hamilton
160909	56 Brando Avenue, Markham, ON L3S 4K9	London
161037	371 Franklin Rd On , Hamilton, ON L8V 4S2	Hamilton
161125	32 Alcan Ave, Toronto, ON M8W 1V4	Brampton
161229	279 Conley Street, Vaughan, ON L4J 2Z2	Hamilton
161497	278 Vansickle Road, St. Catharines, ON L2S 2T1	Windsor
161551	1738 Upper Gage, Hamilton, ON L8W 3W3	Markham
161552	61 Nelson Street, Hensall, ON N0M 1X0	Hamilton
161677	6 Gleneita Street, Toronto, ON M1M 0B5	Brampton
161790	347 St. Charles StLakeshore ON	Markham
161823	17 Springdale Dr, Barrie, ON L4M 5A7	St. Catharines
161828	168 Cundles Rd E, Barrie, ON L4M 2Z9	Hamilton
161833	221 Silk Drive, Shelburne, ON L9V 3E4	London
161836	1577 Tourangeau Road, Windsor, ON N8Y 4J5	Markham

161945	73 Woodland Drive, Cambridge, ON N1R 2X7	Windsor
162279	384 Mclellan, Amherstburg, ON N9V 4C8	Barrie
162385	8 Bula Drive, St. Catharines, ON L2N 6R6	Barrie
162435	50 Peace Drive, Toronto, ON M1G 2V4	Barrie
162449	3798 Maguire ST, Windsor, ON N9E 4T2	Windsor
162476	18 Fernview Court, Stoney Creek, ON L8G 4W2	Kitchener
162495	501 Sparky's Lane, Woodstock, ON N4S 0B8	Windsor
162508	1689 Ernest Avenue, London, ON N6E 2S3	St. Catharines
162540	99 Redwood Avenue, East York, ON M4L 2S5	Markham
162557	33 White Elm Rd , Barrie , ON L4N 8S9	Windsor
162680	47 Stonemount Crescent, Angus, ON L0M 1B4	Hamilton
162742	36 Finchley Circle, Markham, ON L3R 8S4	London
162776	2138 Bruce Avenue, Windsor, ON N8X 1Y5	London
162777	1012 St. Louis Avenue , Windsor, ON N8S 2K8	Brampton
162785	206 Pine Street, Belleville, ON K8N 2N2	Barrie
162815	153 Spring Farm Rd, Aurora, ON L4G 7X8	Barrie
163034	30 Portside Crescent, Brampton, ON L6R 3P3	Markham
163259	19 Sexton Crescent, Ancaster, ON L9G 0E3	Windsor
163295	152 Royal Orchard Dr, Brampton, ON L6X 4K5	Windsor
163330	92 Forbes Crescent, Markham, ON L3R 6S8	Oshawa
163356	863 Upper Ottawa Street, Hamilton, ON L8T 3V4	Markham
163455	30 Linsday Court, Barrie, ON L4M 6G5	Brampton
163707	325 Hungerford Street, London, ON N5W 6E3	Hamilton
163732	34 Park St, Welland, ON L3B 4M2	Brampton
163759	262 Vodden Street East, Brampton, ON L6V 2P8	Markham
163826	1087 Campbell Avenue, Windsor, ON N9B 2J4	Hamilton
164230	127 Green Bank Drive, Cambridge, ON N1T 2B6	Barrie
165132	19 Hazelton Ave , Hamilton, ON L9B 0E7	London
165357	23 Castlehill Road, Brampton, ON L6X 4E3	St. Catharines
165372	541 Grenfell Street, Oshawa, ON L1J 4W8	Brampton
165390	33 London Road, Newmarket, ON L3Y 6A1	Windsor
165472	1043 Janette Ave, Windsor, ON N9A 5A4	Kitchener
165520	6 Hiram Road, Brant County, ON N3L 2P8	Hamilton
165548	5909 Crimson Drive, Niagara Falls, ON L2G 7T7	Brampton
165622	14 Natalie Court, Markham, ON L3P 3T5	Oshawa
165633	604 Black Oak Crescent, Waterloo, ON N2V 1A5	Markham
165733	157 Wake Robin Drive, Kitchener, ON N2E 3L6	Windsor
165748	1444 Upper Gage Avenue, Hamilton, ON L8W 1E7	Hamilton
165832	103 Old Finch Avenue, Toronto, ON M1B 5G6	St. Catharines
165885	11 Ambleside Dr., St. Thomas, ON N5P 0A9	Markham
165935	24 Lillian Crescent, Brampton, ON L6R 3P9	Kitchener
165941	6378 Thorold Stone Rd, Niagara Falls, ON L2J 1B1	Kitchener
165943	454 Drew Street, Woodstock, ON N4S 4V5	Hamilton
166005	280 Johnson Street, Barrie, ON L4M 0B9	Markham
166040	605 Limeridge Road East, Hamilton, ON L8W 1A2	London
166080	184 Wellington Street East, Barrie, ON L4M 2C8	Brampton
166114	263 Esther Dr, Barrie, ON L4N 0G3	St. Catharines

166118	684 Line 2 Rd, Virgil, ON L0S 1T0	London
166226	20 Royal West Drive, Brampton, ON L6X 2M4	Barrie
166307	142 Spadina Road West, Kitchener, ON N2M 1G4	Hamilton
166309	49 Briardale Boulevard, Trenton, ON K8V 6R1	Barrie
166316	64 Norbert Road, Brampton, ON L6Y 2K1	Barrie
166338	1302 Charter Crescent, Oshawa, ON L1J 8K9	St. Catharines
166369	6 Ashglen Court, Toronto, ON M1T 3X3	Brampton
166381	16 Woolley , Cambridge , ON N1R 5J5	Kitchener
166388	328 Brock Street, Fort Erie, ON L2A 2X3	Oshawa
166401	1568 Arthur Road, Windsor, ON N8Y 3Z1	Brampton
166410	119 Dorothy St., Welland, ON L3B 3V8	Oshawa
166434	4336 Ellis Street, Niagara Falls, ON L2E 1H1	Markham
166625	8 Jermyn St., Whitby, ON L1N 5M4	Kitchener
166771	45 Pandora Avenue North, Kitchener, ON N2H 3C1	St. Catharines
166815	71 Fiddleneck Crescent, Brampton, ON L6R 1R3	Windsor
166909	35 Francis Street East, Creemore, ON L0M 1G0	St. Catharines
166990	335 Dymott Avenue, Milton, ON L9T 0Z4	
167068	36 Dunsmore Lane , Barrie, ON L4M 7A1	St. Catharines
167226	7112 Sidey Drive, Bewdley, ON K0L 1E0	Oshawa
167266	6038 Coxswain Crescent, Mississauga, ON L5V 2Z8	Kitchener
167298	53 Haverty Trail, Brampton, ON L7A 0S3	Brampton
167323	36 Richardson Drive, Aurora, ON L4G 1Z1	Barrie
167342	17 Innisbrook Drive, Wasaga Beach, ON L9Z 1G3	Hamilton
167344	205 Old Harwood Ave, Ajax, ON L1Z 1N7	Barrie
167381	7 Prince William Way, Barrie, ON L4N 0Y9	Oshawa
167530	124 Schlueter Street, Cambridge, ON N3H 4B3	Brampton
167708	18 Greenaway Street, Tottenham, ON L0G 1W0	Brampton
167823	3146 Wyandotte Street W, Windsor, ON N9C 1M6	Markham
167831	7 Quail Ridge Crescent, London, ON N5W 5V1	Barrie
167980	79 Elmore Drive , Hamilton, ON L8W 2B1	Oshawa
168054	995 Isabella St, Belle Ewart, ON L0L 1C0	Barrie
168065	46 Wildmoor Street, Markham, ON L6B 0N9	Kitchener
168244	2847 Line 9 , Bradford , ON L3Z 2A5	Oshawa
168297	234 Cedric Terrace, Milton, ON L9T 8P1	Barrie
168344	117 Root Crescent, Ajax, ON L1T 4L5	Windsor
168345	53 Cherokee Drive, Maple, ON L6A 1X3	London
168400	1 Mcgillivray Lane , Brechin, ON L0K 1B0	Hamilton
168418	345 Christopher Drive, Cambridge, ON N1P 1B9	Barrie
168424	268 Gross Avenue, Welland, ON L3C 2V2	Markham
168476	51 Woodcrest Court, Kitchener, ON N2P 2K2	Barrie
168555	61 Blair Cres, Barrie, ON L4M 5Y4	Hamilton
168563	41 Newbury Crescent, Brampton, ON L6S 5M3	Oshawa
168652	61 Turnerbury Avenue, Ajax, ON L1Z 0R5	Markham
168844	263 Apple Hill Crescent, Kitchener, ON N2R 0E5	Barrie
169106	76 Juniper Street, Cambridge, ON N3C 3A3	Kitchener
169114	15 Stroud Place, Barrie, ON L4N 7V4	St. Catharines
169134	861 White Clover Way, Mississauga, ON L5V 1C6	Kitchener

169160	289 East 44 Street, Hamilton, ON L8T 3H9	Barrie
169215	27 Crimson Forest Drive, Maple, ON L6A 4C4	Brampton
169289	5 Latania Blvd, Brampton, ON L6P 1S8	Oshawa
169342	41 Sheringham Street, Brampton, ON L6Z 3P8	Kitchener
169352	25 Laurine Avenue, Guelph, ON N1E 4N1	Kitchener
169471	451 Upper Kenilworth Ave, Hamilton, ON L8T 4G7	Barrie
169478	78 B St Davids Road, St Catharines, ON L2T 1P9	Brampton
169480	940 Ceremonial Drive, Mississauga, ON L5R 3A9	Hamilton
169488	17 Mckinnon Avenue, Georgetown, ON L7G 5H5	Markham
169492	203 Park Road South, Oshawa, ON L1J 4H1	Brampton
169537	3524 Klondike Avenue, Windsor, ON N8W 5V5	Brampton
169542	2335 Virginia Park Avenue, Windsor, ON N9E 4Z4	Kitchener
169546	2054 Rockport Street, Windsor, ON N9G 3A9	Hamilton
169547	28 Bushey Cres, Angus , ON L0M 1B3	St. Catharines
169613	194 Goodwin Dr, Guelph, ON N1L 0C7	Brampton
169628	187 Victoria Road North, Guelph, ON N1E 5H6	Brampton
169894	1423 Aldergrove Court, Oshawa, ON L1K 2W4	Oshawa
169947	3627 Stephanie Court, Windsor, ON N8W 5G5	Windsor
169972	439 Fralicks Beach Road, Port Perry, ON L9L 1B6	Windsor
170099	74 Elm St, Angus, ON L0M 1B0	Windsor
170131	30 Anderson Drive, Cambridge, ON N1R 6E5	Barrie
170133	45 Forest Road, Ajax, ON L1S 2N2	Kitchener
170135	5099 Hartwood Avenue, Lincoln, ON L0R 1B5	Kitchener
170144	2076 Ridge Rd W , Oro-Medonte, ON L0L 2L0	Oshawa
170146	1065 Nadalin Heights, Milton, ON L9T 8H4	Windsor
170172	24 Lansing Square, Brampton, ON L6Z 1E6	Oshawa
170244	15 Jack Monkman Crescent, Markham, ON L3S 0A3	Barrie
170391	530 Sales Drive, Woodstock, ON N4S 8Z7	Kitchener
170742	270 Surrey Drive, Oshawa, ON L1G 6G9	Oshawa
170760	810 Upper Wellington Street, Hamilton, ON L9A 3R6	St. Catharines
170808	353 Phipps Street, Fort Erie, ON L2A 2V7	Barrie
171018	7 Ellen Crescent, Hillsburgh, ON N0B 1Z0	Hamilton
171080	23 Davis Drive, Alton, ON L7K 0C6	Brampton
171276	10 Lady Court, Hamilton, ON L8E 4V7	Markham
171375	1066 Eager Road, Milton, ON L9T 6T3	London
171411	59 Field Thistle Drive, Brampton, ON L6R 2Z3	Oshawa
171422	3468 Gandhi Way, Mississauga, ON L5B 4E6	Hamilton
171459	104 East Avenue, Toronto, ON M1C 3P4	St. Catharines
171601	55 Stoneheath Crescent, Markham, ON L6C 2K9	Kitchener
171962	181 Owen Street, Simcoe, ON N3Y 2T8	Brampton
172046	56 Chestnut Street East, St. Catharines, ON L2T 1H1	Hamilton
172219	32 College Street, Elmira, ON N3B 2G1	Brampton
172244	99 Beaverbrook Crescent , Vaughan, ON L6A 3T5	Brampton
172268	41 Acheson Boulevard, Toronto, ON M1C 3C4	Brampton
172371	359 Caboto Trail, Unionville, ON L3R 5G6	Markham
172426	6556 Corwin Crescent, Niagara Falls, ON L2G 2M3	Markham
172479	31 Forfar Avenue, Kitchener, ON N2B 2Z7	Hamilton

172486	176 Fitzgerald Cres., Milton, ON L9T 5Y7	St. Catharines
172490	6251 Ker Street, Niagara Falls, ON L2G 1X7	Kitchener
172533	14 Brittany Court, St. Catharines, ON L2S 3C3	Markham
172556	76 Bremen Ln, Mississaugua, ON L5M 2N5	Markham
172571	8239 Harvest Crescent, Niagara Falls, ON L2H 3G4	Markham
172572	23 Archwood Crescent, Scarborough, ON M1R 3M1	St. Catharines
172598	17 Lyons Avenue, Welland, ON L3B 1L8	Kitchener
172669	48 Idlewood Ave, Hamilton, ON L8T 1V9	Brampton
172675	901 Riopelle Drive, Sarnia, ON N7S 0A4	St. Catharines
172712	1350 Victoria Park Ave, Toronto, ON M4B 2L8	St. Catharines
172738	10 Rebecca Court, Barrie, ON L4N 0V5	Brampton
172834	100 Mullen Drive, Vaughan, ON L4J 2V2	St. Catharines
172959	4443 Dorchester Road, Niagara Falls, ON L2E 6N5	Markham
172986	152 Sherwood Rise, Hamilton, ON L8T 1P3	St. Catharines
173011	72 Hoile Drive, Ajax, ON L1Z 1N1	Hamilton
173017	5545 Churchill Meadows Boulevard, Mississauga, ON L5M 6M8	London
173137	2289 Longfellow Avenue, Windsor, ON N9B 3J7	Markham
173161	395 Wolfe Street, Oshawa, ON L1H 3T9	Barrie
173166	141 Butler Street, Kingston, ON K7K 5A5	Markham
173184	32 Barrington Drive, Welland, ON L3C 5Z9	St. Catharines
173244	8 Daytona Street, Kitchener, ON N2M 5M3	Hamilton
173246	77 Wiley Street, Kingston, ON K7K 5B3	Oshawa
173259	27 Ernest Street, St. Catharines, ON L2N 6A6	Brampton
173287	142 Fourwinds Place, London, ON N6K 3L4	Windsor
173341	116 Argento Crescent , Vaughan , ON L4H 0B6	Oshawa
173377	13 Trewartha Crescent, Brampton, ON L6Z 1X3	Oshawa
173626	103 Kulpin Avenue, Bradford, ON L3Z 1T6	St. Catharines
173650	48 Jackman Drive, Brampton, ON L6S 2L9	Kitchener
173740	26 Ashton Drive, Simcoe, ON N3Y 2S4	Oshawa
173780	2500 Homelands Drive, Mississauga, ON L5K 1H4	St. Catharines
173994	19 Medway Crescent, Scarborough, ON M1P 3T7	London
174001	35 Vancamp Avenue, Kitchener, ON N2M 1L1	Markham
174095	47 Woodbridge Road, Hamilton, ON L8K 3C8	Brampton
174130	7 Hallcrest Avenue, St. Catharines, ON L2N 1V4	
174152	6 Carmen Avenue, Belleville, ON K8P 3A5	Barrie
174166	214 Aspen Ridge Street, Stayner, ON L0M 1S0	Brampton
174343	9 Amy Court, Woodbridge, ON L4L 7R2	Hamilton
174489	9 Farina Drive, Brampton, ON L6P 0E3	Brampton
174504	29 Hunter Court Court, Alliston, ON L9R 1A6	Markham
174538	49 Woodbridge Rd, Hamilton, ON L8K 3C8	Kitchener
174592	34 Edgewater Drive, Stoney Creek, ON L8E 4Z3	Hamilton
174633	4532 Helsinki Crescent, Windsor, ON N9G 0A6	St. Catharines
174650	155 Edmunds Place, London, ON N5Z 4V8	Oshawa
174699	233 Josephine Ave., Windsor, ON N9B 2K7	Barrie
174715	198 South Bend Road East, Hamilton, ON L9A 2B9	Brampton
174733	5200 Baldwin St South, Whitby, ON, L1M 1T3	Brampton
174757	59 Gatineau St, Oshawa, ON, L1H 7G2	Barrie

174759	81 Robert Attersley Dr E, Whitby, ON, L1R 0B7	Hamilton
174774	54 Gore Drive, Barrie, ON, L4N 5R5	Hamilton
174781	72 Cheeseman Dr, Markham, ON L3R 3G2	Windsor
174791	1443 Kirkrow Crescent, Mississauga, ON, L5M 3Y6	London
174792	99 Esther Crescent, Thornhill, ON L4J 3J8	Windsor
174795	1314 Pinehurst Avenue, Oshawa, ON, L1H 8G5	Hamilton
174797	70 Cherokee Dr, Maple, ON, L6A 1X1	Oshawa
174802	1549 Meridian Street, Windsor, ON N9G 3E7	Oshawa
174807	46 Forest Park Crescent, Thornhill, ON, L3T 2M7	Oshawa
174874	254 Kinmount Crescent, Oshawa, ON, L1J 3T7	Barrie
174887	44 Wood Dale Road, Concord, ON, L4K 0X0	Markham
174892	3034 Dalehurst Dr. , Mississauga, ON, L5N 6M8	Brampton
174894	26 Regency Crescent, Whitby, ON, L1N 7G1	Markham
174905	21 Woodman's Chart, Unionville, ON, L3R 6K5	Oshawa
174908	31 Black Cherry Dr, Markham, ON, L3P 4L6	Markham
174909	1504 Oxford Street, Oshawa, ON, L1J 3X3	Windsor
174910	61 Ashcroft Crt, Woodbridge, ON, L4L 1H3	Markham
174915	60 Carslake Cres, Toronto, ON, M1J 2A7	Oshawa
174916	7 Rhydwen Ave, Toronto, ON, M1N 2C9	Markham
175465	537 Feathergrass Crescent, Mississauga, ON L4Z 3Y7	Brampton
175553	6054 Sundance Pl, Mississauga, ON L5N 2B4	Oshawa
175585	175 Hilltop Drive, Ayr, ON N0B 1E0	Markham
175598	269 Blucher Street, Kitchener, ON N2H 5V6	Markham
175607	47 Barclay Street, Hamilton, ON L8S 1P3	Oshawa
175646	558 Old Highway 24, Townsend, ON N0E 1Y0	Brampton
175672	224 Edgehill Drive, Barrie, ON L4N 7X1	Markham
175717	86 Ted Miller Crescent, Bowmanville, ON L1C 0L7	Markham
175725	5564 Freshwater Drive, Mississauga, ON L5M 7M8	Brampton
175731	16 Peachwood Place, Brampton, ON L6S 3Y9	Brampton
175734	231 Geneva Street, St. Catharines, ON L2R 4R1	Kitchener
175743	22 Greenwood Cresent, Brampton, ON L6S 1T3	Kitchener
175767	21 Crimson Forest Drive, Maple, ON L6A 4C4	Hamilton
175780	77 Magnolia Drive, Paris, ON N3L 3N2	Hamilton
175894	123 Provident Way, Mount Hope, ON L0R 1W0	Barrie
175903	624 Langholm Street, Milton, ON L9T 8Z8	Oshawa
176066	124 Rectory Street, London, ON N5Z 2A1	Brampton
176129	214596 Tenth Line, Amaranth, ON L9W 0G7	Brampton
176172	207 Mcewan Avenue, Windsor, ON N9B 2E3	St. Catharines
176176	286 Golf St, Oshawa, ON L1G 4A9	Brampton
176206	105 Woods St, Chatham-Kent, ON N7L 3P9	Markham
176254	60 Weber Street, New Hamburg, ON N3A 1H3	Kitchener
176297	12 Tundra Swan Road, Brampton, ON L6R 3L4	Hamilton
176362	168 Lee Avenue, Bradford, ON L3Z 1A9	Hamilton
176381	3646 Holburn Street, Windsor, ON N9E 4V4	London
176451	56 Cartier Drive, Kitchener, ON N2E 1E1	Barrie
176476	9065 River Road West, Palgrave, ON L0N 1P0	Windsor
176491	31 Beech Street,, Kingsville, ON N9Y 1A9	Oshawa

176530	64 Zinkann Crescent, Wellesley - Waterloo, ON N0B 2T0	Windsor
176570	96 Zinnia Place, Vaughan, ON L4L 6G7	Kitchener
176572	39 Moraine Drive, Woodbridge, ON L4N 2E5	Brampton
176727	1221 Salmers Drive, Oshawa, ON L1K 0R7	Barrie
176732	210 Valridge Drive, Ancaster, ON L9G 5C5	Windsor
176787	1117 Copper Leaf Crescent, Kitchener, ON N2E 3W4	Kitchener
176792	277 Grantham Avenue, St. Catharines, ON L2M 4Z8	Barrie
176960	474 Activa Avenue., Kitchener, ON N2E 4C1	Windsor
177011	173 Cooke Crescent, Milton, ON L9T 6E5	Kitchener
177055	172 The Queensway, Barrie, ON L4M 0B5	Brampton
177068	87 Avonmore Crescent, Orangeville, ON L9W 3C2	Markham
177220	70 Promenade Richelieu, Welland, ON L3B 6H7	Markham
177364	50 Churchill Avenue, Welland, ON L3B 4Y6	Oshawa
177774	1 Hawkins Drive, Barrie, ON L4N 0A5	Hamilton
177954	449 Wellington Street, Sarnia, ON N7T 1H7	Kitchener
178009	21 Justus Dr, Richmond Hill, ON, L4C 9Z4	St. Catharines
178010	30 Greenfield Ave, Barrie, ON, L4N 2V8	Kitchener
178043	235 Ivy Glen Dr, Maple, ON, L6A 0N8	Brampton
178045	172 Tormina Blvd, Whitby, ON L1R 3R5	Barrie
178083	249 King Street, Trenton, ON K8V 3X2	Brampton
178147	41 Lougheed Rd, Barrie, ON, L4N 8G2	St. Catharines
178152	73 Prairie Dunes Pl, Vaughan, ON L4K 2E4	St. Catharines
178155	148 Hetherington Cres, Thornhill, ON, L4J 2M2	Barrie
178251	69 Amy Ct, Woodbridge, ON, L4L 7R3	London
178253	556 Summeridge Dr, Thornhill, ON, L4J 9J1	Markham
178254	89 Forest Heights Street, Whitby, ON L1R 1X7	Barrie
178255	591 Fleetwood Dr, Oshawa, ON, L1K 2V7	Markham
178258	152 Eastman Crescent, Newmarket, ON L3Y 5S2	Oshawa
178259	818 Masson St, Oshawa, ON, L1G 5A9	Oshawa
178260	6873 Markwood Pl, Mississauga, ON L5N 4K6	Barrie
178263	178263 - 18 Nugent Court, Barrie L4N 7A9	Markham
178269	105 Santina St, Woodbridge, ON L4H 2N3	Markham
178270	195 Fallingbrook St, Whitby, ON, L1R 2B1	Brampton
178271	11 Roma Drive, Whitby, ON, L1P 0B4	Markham
178272	324 John Bowser Cres, Newmarket, ON, L3Y 7P2	Oshawa
178273	27 Suffolk Ave, Aurora, ON, L4G 7W6	Oshawa
178276	2 Woodriver St, Richmond Hill, ON, L4S 1B2	Markham
178280	10 Capilano Court, Vaughan, ON L4K 1L2	Oshawa
178281	9 Roma Dr, Whitby, ON, L1P 1N3	Brampton
178359	79 Lincoln Street, Welland, ON L3C 5K3	Barrie
178438	724 Third Avenue, Peterborough, ON K9J 4P3	Markham
178443	9 Henderson Court, Ingersoll, ON N5C 0A1	Oshawa
178477	24 Newlands Avenue 1/2, Hamilton, ON L8H 2T5	Oshawa
178491	597 Parkview Cres , Cambridge, ON N3H 7Z9	Markham
178526	139 Iron Gate Street, Kitchener, ON N2N 3R4	Markham
178575	358 Bush View Crecent, Waterloo, ON N2V 2A5	Markham
178631	3696 Bangor Road, Mississauga, ON L5L 4P5	Markham

178671	2561 9/10 Sideroad, New Lowell, ON L0M 1N0	Oshawa
178673	95 Old Colony Road, Richmond Hill, ON L4E 3X2	St. Catharines
178693	2335 Grand Marais Road West, Windsor, ON N9E 4C6	Oshawa
178703	79 Coronation Parkway, Barrie, ON L4M 0E2	London
178865	1622 Mardell Street, London, ON N5V 1X4	Hamilton
178866	42 Behan Street, Hamilton, ON L8T 4N6	Kitchener
178910	23 Darlington Cres., Brampton, ON L6T 2Z1	Kitchener
178912	41 Arjay Tr., Brampton, ON L6X 4M4	Kitchener
178915	2581 Prestonvale Rd., Courtice, ON L1E 1W1	Brampton
178931	6 Prince Edward Boulevard, Thornhill, ON L3T 7G4	Barrie
178940	34 Woodstone Crescent, Kingston, ON K7M 6K9	Markham
178996	6052 Sundance Pl, Mississauga, On , Mississauga, ON L5N 2B4	Windsor
179079	891 Mount Allan Avenue, Oshawa, ON L1J 8K3	Barrie
179162	72 Saint David's Road, St. Catharines, ON L2T 1P9	London
179164	29 Reyburn Avenue, Kitchener, ON N2C 2B1	Hamilton
179168	85 Pico Crescent, Vaughan, ON L4J 8P3	Brampton
179233	15 Colle Melito Way, Woodbridge, ON L4H 1N9	Brampton
179264	49 Roth Street, Angus, ON L0M 1B2	Oshawa
179266	175 Neeve St, Guelph, ON N1E 5S5	Markham
179276	51 Ferne-Rachel Rd, Thornhill, ON L4J 6J5	Oshawa
179279	53 Huntington Park Dr, Thornhill, ON L3T 7G6	Brampton
179284	138 Stephenson Cres, Richmond Hill, ON L4C 5W1	Oshawa
179285	226 Aspenwood Dr., Newmarket, ON L3X 3K7	St. Catharines
179288	36 Sunbird Blvd, Keswick, ON L4P 3R9	Kitchener
179289	196 North Meadow Crescent, Thornhill, ON L4J 3C5	Markham
179290	45 Watson Drive, Barrie, ON L4M 6W9	Markham
179296	875 Beatrice St East, Oshawa, ON L1K 2H8	Barrie
179299	109 Glen Cres, Thornhill, ON L4J 4W3	Kitchener
179310	206 Windsor St, Oshawa, ON L1H 6G3	Markham
179314	807 Greystone Crt, Oshawa, ON L1K 2V1	Markham
179320	3564 Hemlock, Windsor, ON N8R 1Z9	Markham
179324	955 Southfork Dr, Mississauga, ON L5V 2K6	Markham
179326	718 Grandview St N, Oshawa, ON L1H 7W2	Barrie
179333	211 Crossland Gate, Newmarket, ON L3X 1B1	Markham
179361	14 Iber Court, Aurora, ON L4G 1V5	Barrie
179446	366 Chambers Crescent, Newmarket, ON L3X 1T3	Oshawa
179525	354 Hughson Street. North, Hamilton, ON L8L 4N1	Markham
179568	227 Baldwin Drive, Cambridge, ON N3C 0B8	Oshawa
179637	7 Moon Drive, Barrie, ON L4N 7G7	Oshawa
179640	1205 Blu Aire Gate, Sarnia, ON N7S 5C2	Windsor
179657	40 Mahmood Crescent, Vaughan, ON L6A 3A4	Brampton
179702	6 Redpath Road, Barrie, ON L4M 5L2	Oshawa
179839	1098 Staghorn Crescent, London, ON N5Y 5R1	Markham
179897	4 Burnaby Crescent, Kitchener, ON N2N 2W9	Markham
180000	330 East 18th Street, Hamilton, ON L9A 4P8	Markham
180028	131 Tuscana Boulevard, Concord, ON L4K 5K4	Hamilton
180033	27 Hinsley Crescent, Ajax, ON L1T 0B5	Kitchener

180042	317 Nairn Circle, Milton, ON L9T 7X6	Barrie
180061	47 Ronald Ave, Richmond Hill, ON L4B 3Y8	London
180075	7 Elston Avenue, Ajax, ON L1Z 0E2	Markham
180081	58 Robert Attersley Drive East, Whitby, ON L1R 0B6	Barrie
180096	19 Whitbread Crescent, Ajax, ON L1Z 0E3	London
180106	5118 Warwickshire Way, Mississauga, ON L5V 1P8	Kitchener
180146	42 Dod's Drive, Alton, ON L7K 0C7	Hamilton
180196	7679 Wrenwood Crescent, Mississauga, ON L4T 2V8	Markham
180302	614 Black Oak Cres, Waterloo, ON N2V 1A5	Oshawa
180394	228 Pastern Trail, Waterloo, ON N2K 3X6	Hamilton
180409	5542 Churchill Meadows Boulevard, Mississauga, ON L5M 6M8	Markham
180412	15 Bridleridge Street, Kitchener, ON N2P 2T9	Oshawa
180460	675 Shanahan Boulevard, Newmarket, ON L3X 1P7	Oshawa
180461	95 Burling Place, Newmarket, ON L3Y 5W3	Oshawa
180469	48 Peppertree Lane, Stouffville, ON L4A 0M8	Brampton
180471	26 William Ingles Drive, Courtice, ON L1E 0E3	Brampton
180487	5 Porter Place, St. Thomas, ON N5R 5L5	Brampton
180489	34 Knicely Rd., Barrie, ON L4N 6V3	Kitchener
180490	41 Peru RoadMilton ONL9T 2V6	Kitchener
180491	71 Wedgewood Drive, Cambridge, ON N1S 2A8	Brampton
180492	73 Thirteenth Street, Etobicoke, ON M8V 3H5	Kitchener
180495	84 Halloway Heights, Stirling, ON K0K 3E0	Markham
180497	141 Lockhart Drive, St. Catharines, ON L2T 1W5	Markham
180499	2937 Embleton Road, Brampton, ON L6Y 0E8	Markham
180500	65 Daniel Avenue, Kitchener, ON N2K 3W3	Oshawa
180518	921 Manorbrook Court, Kitchener, ON N2P 2Y2	London
180539	310 Wettlaufer Terrace, Milton, ON L9T 7N2	Barrie
180892	37 Ridge Point Drive, St. Catharines, ON L2T 2S8	Hamilton
180931	2487 Padstow Crescent, Mississauga, ON L5J 2G2	Kitchener
180935	16 Esker Run, Guelph, ON N1E 7C8	Brampton
181016	25 Glenmanor Drive, Brampton, ON L6Z 3Z5	Oshawa
181059	895 Westbury Court, Sarnia, ON N7T 7R4	St. Catharines
181093	15853 Humber Station Road, Caledon, ON L7E 3A3	Brampton
181138	11 Azores Crescent, Cambridge, ON N1R 7Z4	Kitchener
181165	1840 Meagan Drive, Windsor, ON N9J 3K7	Kitchener
181447	2126 Rockport St, Windsor, ON N9G 3A5	Hamilton
181451	706 Dynasty St, Windsor, ON N9G 2X9	St. Catharines
181452	4264 Zurich Ave, Windsor, ON N9G 2Z7	Brampton
181457	4778 Periwinkle Cres, Windsor, ON N9G 3G8	Kitchener
181469	62 Glenforest Dr, Thornhill, ON L4J 8K5	Brampton
181471	210 Manitoba St, Stouffville, ON L4A 4Y3	London
181475	28 Wakefield Ave, Leamington, ON N8H 5E9	Brampton
181478	61 Athabaska Rd, Barrie, ON L4N 8E8	Kitchener
181480	4 Stunden Lane, Barrie, ON L4N 0H1	Windsor
181487	130 View North Ct, Woodbridge, ON L4L 8S2	Windsor
181488	41 Canary Reed Ct, Barrie, ON L4N 8S1	Windsor
181491	277 Philip Cres, Belleriver , ON N0R 1A0	Windsor

181511	4009 Acorn Cres, Windsor, ON N8W 5R2	Windsor
181658	66 Venetian Drive, Amherstburg, ON N9V 3A2	Markham
181664	141 Fieldgate Drive, Vaughan, ON L6A 1K4	Markham
181666	906 Lake Shore Drive, Windsor, ON N9G 2R2	Windsor
181668	34 Basswood Circle, Oro-Medonte, ON L0L 2L0	Barrie
181674	10 Mcnaughton Avenue, Chatham-Kent, ON N8A 1R8	Barrie
181691	89 Oxley Dr, Chatham, ON N7L 2K9	Brampton
181692	461 Baldoon Rd, Chatham, ON N7L 5A9	Barrie
181709	496 Baldoon Dr, Chatham, ON N7L 4W1	Windsor
181717	232 Bayberry Cres, Belleriver, ON N0R 1A0	Windsor
181740	19 Portside Crescent, Brampton, ON L6R 3P3	Windsor
181745	2428 St. Patricks Ave, Windsor, ON N9E 4V9	Markham
181767	600 Michigan Ave, LaSalle, ON N9J 2E6	Windsor
181838	436 Richmond St, Amherstberg, ON N9V 3G1	Barrie
181839	324 Robert Ferrie Drive, Kitchener, ON N2P 2Y6	Windsor
181841	55 Stanwell Drive, Brampton, ON L6Z 3Y8	Windsor
181842	2387 Lambton St, Windsor, ON N9E 4G3	Windsor
182034	1019 Heritage Drive, Lasalle, ON N9H 2H6	Windsor
182041	11 Jill Crt, Markham, ON L3P 3S1	Windsor
182095	87 Foxwood Road, Thornhill, ON L4J 9E4	Brampton
182112	5213 Middlebury Drive, Mississauga, ON L5M 5C3	Windsor
182127	53 Ellison Avenue, Beeton, ON L0G 1A0	Windsor
182231	8 Monarch Court, Hamilton, ON L9H 3W1	Windsor
182328	111 Smoothwater Terrace, Markham, ON L6B 0K9	Kitchener
147028	705 Sandison St, Windsor, ON	Brampton
182358	448 Timothy St, Newmarket, ON L3Y 1P8	Windsor
182390	70 Hollingsworth Circle, Brampton, ON L7A 0J4	Windsor
182442	177 Sproule Drive, Barrie, ON L4N 0P8	Markham
182457	936 Blairholm Avenue, Mississauga, ON L5C 1G4	Markham
182799	667 Down Crescent, Oshawa, ON L1H 7X9	Brampton
184305	133 Hutton Place, Bowmanville, ON L1C 5K2	Barrie
185998	26 Cloverdale Drive, Brampton, ON L6T 2T4	Hamilton
186019	172 Willowbrook Drive, Whitby, ON L1R 2X9	Markham
186069	101 Dumfries Ave, Brampton, ON L6Z 2W5	Brampton
186082	287 Coxmill Rd, Barrie, ON L4N 8K8	Markham
186100	1600 Quail Run Dr., Oshawa, ON L1K 0E1	Brampton
186101	67 Smales Dr., Ajax, ON L1Z 1G5	Barrie
186103	138 Elgin St., Clarington, ON L1C 3E7	Brampton
186104	257 Featherstone, Milton, ON L9T 7C3	Oshawa
186105	532 Laurier Crt., Pickering, ON L1V 4R1	Oshawa
186107	5 Devlin Cres., Whitby, ON L1N 0J4	Brampton
186108	2 Orwell Cres., Barrie, ON L4N 6N3	Oshawa
186137	17 Willowbrook Drive, Whitby, ON L1R 1T3	Brampton
186151	343 Bessborough Drive, Milton, ON L9T 8P6	Barrie
186233	34 Fernbank Place, Whitby, ON L1R 1T1	Oshawa
186242	44 Adam Street, Brampton, ON L6Z 2R9	Oshawa
186248	2564 Palisander Avenue, Mississauga, ON L5B 2L2	Oshawa

186251	100 Sled Dog Road, Brampton, ON L6R 0J4	Brampton
186252	30 Jacksonville Drive, Brampton, ON L6P 2Z3	Oshawa
186253	110 Rutherford Road North, Brampton, ON L6V 2J2	Oshawa
186293	9 Seapine Street, Brampton, ON L6Y 0S5	Barrie
186305	356 Highland Avenue, Oshawa, ON L1H 6B3	Oshawa
186314	65 Forest Heights St, Whitby, ON L1R 1X4	Hamilton
186345	25 Horsham Street, Brampton, ON L6X 3R6	Oshawa
186354	3 Callalily Road, Brampton, ON L7A 0M4	Brampton
186357	3 Pardon Avenue, Whitby, ON L1P 1T9	Brampton
186420	204 Montgomery Ave, Whitby, ON L1M 0B8	Brampton
186429	406 Leakcock Drive, Barrie, ON L4N 5M6	Brampton
186430	63 Hurricane Avenue, Woodbridge, ON L4L 1V5	Brampton
186446	6 Whitepoppy Drive, Brampton, ON L7A 0L8	Brampton
186463	18 Rainbow Crescent, Whitby, ON L1M 2N6	Oshawa
186466	9 Townline Road South, Courtice, ON L1E 2J1	Oshawa
186487	76 Ridgemore Crescent, Brampton, ON L7A 2L5	Brampton
186489	719 Sugar Maple Crescent, Whitby, ON L1N 7W8	Brampton
186501	82 Clarridge Court, Brampton, ON L6X 3N3	Oshawa
186502	51 Red Maple Drive, Brampton, ON L6X 4M1	Oshawa
186503	831 Centre Street North, Whitby, ON L1N 4T9	Barrie
186506	21 Millstone Crescent, Whitby, ON L1R 1T4	Brampton
186565	933 Steel Street, Port Colborne, ON L3K 6A8	Brampton
186575	210 Stockdale Road, Quinte West, ON K8V 5P6	Oshawa
186651	59 Rice Dr, Whitby, ON L1N 7Z3	Oshawa
186676	137 Middlefield Road, Peterborough, ON K9J 8E8	Brampton
186695	9 Whitehall Gate, Welland, ON L0S 1E1	Oshawa
186705	39 Houghton North, Hamilton, ON L8H 4L3	Brampton
186785	33 Cambria Drive, St. Catharines, ON L2N 6W3	Brampton
186901	302 Kincardine Terrace, Milton, ON L9T 8E9	Oshawa
186907	1103 Janette Ave, Windsor, ON N9A 5A6	Oshawa
186908	37 Dundonald Street, St. Catharines, ON L2P 3T4	St. Catharines
186992	33 Highview Drive, St. Thomas, ON N5R 5E6	
187045	44 Barrington Dr, Welland, ON L3C 5Z9	Oshawa
187059	69 Jonathan Court, Hamilton, ON L8W 0A1	Oshawa
187081	32 Indian Arrow Rd., Barrie, ON L4M 5G3	Oshawa
187083	72 Williamson Dr, Ajax, ON L1T 0A9	St. Catharines
187087	102 Howling Cres, Ajax, ON L1S 7R9	Hamilton
187099	91 William Stephenson, Whitby, ON L1N 3T1	St. Catharines
187112	10 Ashbury Blvd, Ajax, ON L1Z 7V9	Hamilton
187120	8862 Martin Grove Rd, Woodbridge, ON L4H 1C2	Windsor
187122	438 Talbot Street, Hamilton, ON L8H 6T7	St. Catharines
187127	60 Manley Ave, Stouffville, ON L4A 0C4	London
187181	4 Loyalist Crt, Barrie, ON L4N 0S9	St. Catharines
187205	92 Barberry Cres, Richmond Hill, ON L4E 4S6	
187219	212 Avondale Drive, Courtice, ON L1E 0G2	Hamilton
187265	37 Switchback Trail, Brampton, ON L6R 3H1	Barrie
187340	178 Campbellville Road, Campbellville ON, L0P 1B0	Oshawa

187406	444 Jelinik Terrace, Milton, ON L9T 7N2	Oshawa
187489	11 Goldenrod Court, St. Thomas, ON N5P 4M7	Oshawa
187588	6 Stone Briar Court, Dunnville, ON N1A 2W7	Oshawa
187605	7 Joshua St, Kitchener, ON N2C 2T4	Brampton
187653	29 Lennon Trail, Brampton, ON L6Y 5P7	Hamilton
187663	8 Sunrise Crescent, Dundas, ON L9H 3R9	Markham
187676	59 Misty Meadow Dr, Woodbridge, ON L4L 3X1	Barrie
187685	112 Admiral Road, Kitchener, ON N2M 1R1	Markham
187748	7 Barnes Drive, Ajax, ON L1S 5C5	Oshawa
187752	126 Holm Cr, Thornhill, ON L3T 5J3	Brampton
187761	166 Forecastle Rd, Vaughn, ON L4K 5H7	Kitchener
187797	28 Westlea Drive, West Lincoln, ON L0R 2A0	Hamilton
187816	20 Aristocrat Rd, Brampton, ON L6P 1X7	London
187873	244 Anne Street North, Barrie, ON L4N 4X5	St. Catharines
187918	69 Crown Victoria Dr., Brampton, ON L7A 3X1	Kitchener
187935	196 Timber Lane,, Woodbridge, ON L4L 3J9	Brampton
188016	13870 Eight Mile Road, Arva, ON N0M 1C0	Hamilton
188030	152 Melville Street, Hamilton, ON L9H 2A8	Brampton
188093	37 Lipton Cres, Whitby, ON L1R 1W7	Kitchener
188102	3 Orangegrove Dr., Brampton, ON L7A 3N5	Brampton
188112	37 Levida Street, Brampton, ON L6P 2Y8	Oshawa
188159	29 Gaydon Way, Brantford, ON N3T 6P8	Markham
188166	671 Olive Ave, Oshawa, ON L1H 2R9	Markham
188181	49 Lockwood Road, Brampton, ON L6Y 4T7	Hamilton
188204	27 Garryoaks Dr, Brampton, ON L6P 3E2	Brampton
188222	19 Baylawn Cir, Brampton, ON L6P 2M6	Barrie
188263	2166 Orr Lake Road N, Elmvale, ON L0L 1P0	Brampton
188303	87 Lipton Cres., Whitby, ON L1R 1W9	Brampton
188316	8 Mavin St., Brantford, ON N3T 6N1	London
188348	4486 Derby Street, Petrolia, ON N0N 1R0	Hamilton
188358	236 Mcgill Street, Quinte West, ON K8V 3K6	Oshawa
188436	32 Willow Tree St, Vaughan, ON L6A 2S2	Brampton
188438	62 Sunley Cres, Brampton, ON L6Y 5B8	Brampton
188441	4 Lockwood Road, Brampton, ON L6Y 4S6	Hamilton
188476	1 Baylawn Circle, Brampton, ON L6P 2M7	Oshawa
188479	27 Cobblehill Cres, Brampton, ON L6P 2M7	Brampton
188497	5 Millbrook Gate, Markham, ON L3R 9C5	Brampton
188520	18 Staines Street, Breslau, ON N0B 1M0	Brampton
188537	69 Gillett Dr., Ajax, ON L1Z 0E2	Barrie
188555	17 Hunter Way, Brantford, ON N3T 6S3	Oshawa
188563	691 Whistler Drive, Oshawa, ON L1J 7N9	Hamilton
188564	695 Whistler Dr, Oshawa, ON L1J 7N9	Windsor
188568	56 Capistro St, Brampton, ON L7A 3H4	Oshawa
188569	16 Mosley Cres, Brampton, ON L6Y 5C7	Markham
188575	80 Mullis Cres, Brampton, ON L6Y 4S9	Brampton
188576	56 Magnificent Ct, Brampton, ON L6P 2T2	Brampton
188619	62 Stoneylake Ave, Brampton, ON L6V 4T7	Brampton

188625	1693 Whitestone Dr, Oshawa, ON L1K 2X2	Brampton
188626	71 Grey Oak Drive, Guelph, ON N1L 1R2	Markham
188631	71 Kaiser Drive, Woodbridge, ON L4L 3V2	Kitchener
188659	14 Fort Street, Point Edward, ON N7V 1M2	Oshawa
188687	133 North Crescent, Port Colborne, ON L3K 2X6	Hamilton
188716	3537 Stonecutter Cres, Mississauga, ON L5M 7N7	Oshawa
188757	51 Summitgreen Cres, Brampton, ON L6R 0T6	Oshawa
188760	13 Dafoe Cres, Brampton, ON L6Y 2L1	Brampton
188785	20 Summitgreen Cres, Brampton, ON L6R 0T4	Brampton
188946	82 Lacey Crescent, London, ON N6E 2E7	Brampton
188947	605 Gibb St, Oshawa, ON L1J 1Z6	Brampton
188955	114 Eastvale Dr, Markham, ON L3S 4S6	Brampton
188983	48 Cannon Cres, Brampton, ON L6Y 4L8	Oshawa
189054	1745 Jefferson St, Windsor, ON N8T 2V6	Kitchener
189071	34 Cliff Gunn Rd. , Newmarket, ON L3X 3J8	Brampton
189159	19 Longbourne Cres., Brampton, ON L6S 2R8	Windsor
189179	176 Moffatt Ave, Brampton, ON L6Y 4R3	St. Catharines
189236	23 Lambert Cres, Brantford, ON N3T 0E5	Brampton
189241	91 Kennett Dr, Whitby, ON L1P 1L5	Brampton
189244	5012 Guildwood Way, Mississauga, ON L5R 2R7	Brampton
189247	1781 Esterbrook Dr, Oshawa, ON L1K 0J1	Brampton
189328	25 Limenick Lane, Brantford, ON N3T 6L3	London
189331	16 Northgate Blvd., Brampton, ON L6S 4A6	Oshawa
189342	282 Ridgemere Court, Kitchener, ON N2P 2W6	Markham
189495	9 Painter Terrace, Hamilton, ON L0R 2H1	Brampton
189499	74 Collingwood Ave, Brampton, ON L7A 1L7	Windsor
189510	1392 Monaghan Circle, Mississauga, ON L5C 1R8	Markham
189552	31 Neville Cres., Brampton, ON L6S 5L5	Brampton
189558	95 Robin Crt., Barrie, ON L4M 5L9	Brampton
189562	20 Meyer Ave., Barrie, ON L4M 6Y1	Hamilton
189574	475 Kwapis Boulevard, Newmarket, ON L3X 3K5	Oshawa
189582	13 Serena Lane, Barrie, ON L4N 0V6	Brampton
189589	38 Watson Dr, Barrie, ON L4M 6W8	Oshawa
189593	12 Spruce Lands Ave, Brampton, ON L6R 1M5	Hamilton
189594	142 Mary Pearson Drive, Markham, ON L3S 3E9	Brampton
189595	4 Anne Crt, Thornhill, ON L4J 2V7	Kitchener
189597	18 Newman Crt, Brampton, ON L6S 5T1	Hamilton
189608	71 Stollar Blvd, Barrie, ON L4M 6N3	Brampton
189609	1 Major Oaks Dr, Brampton, ON L6V 3K1	Brampton
189636	58 Sovereign Drive, St. Catharines, ON L2T 1Z7	Brampton
189638	1714 Yardley St, Oshawa, ON L1K 0E4	Barrie
189641	16 Shadyridge Road, Brampton, ON L6P 1K3	Barrie
189652	45 Cabinet Cres, Woodbridge, ON L4L 6H9	Markham
189743	669 Vermilyea Road , Belleville, ON K8N 4Z5	Barrie
189765	91 Morning Star Dr, Woodbridge, ON L4L 6J4	Barrie
189794	40 Fossil St, Brampton, ON L6P 3G7	Brampton
189815	22 Regency Crt, Bradford, ON L3Z 2R2	Markham

189818	1153 Oakhill Ave, Oshawa, ON L1K 2T1	Markham
189820	86 Ondrey Street, Bradford, ON L3Z 2X1	Brampton
189850	22 Mountainberry Road, Brampton, ON L6R 1J2	Markham
189897	93 Compton Cres, Bradford, ON L3Z 2X7	Barrie
189914	9 Leece Rd, Barrie, ON L4N 7T5	Brampton
189922	149 Gaiser Road, Welland, ON L3C 0B5	St. Catharines
189951	76 Clarridge Crt, Brampton, ON L6X 3N4	Oshawa
189958	30 Newdale Pl, Brampton, ON L6S 5Z2	Brampton
189978	2361 Fraser Avenue, Windsor, ON N8X 3Z8	Brampton
189991	1457 Lyncroft Cres., Oshawa, ON L1K 2P4	Oshawa
190004	3 Newbury Cres, Brampton, ON L6S 5L7	St. Catharines
191061	5 Reid Road, Bradford, ON L3Z 0P9	Brampton
191063	6 Nectarine Cres, Brampton, ON L6S 5Y8	Brampton
191129	217 Christopher Street, Stayner, ON L0M 1S0	Barrie
191135	54 Fair Street, Ancaster, ON L9K 0A7	Oshawa
191141	560 Park Rd., Oshawa, ON L1J 4J5	Barrie
191210	200 Gray Avenue, Alliston, ON L9R 0H1	Brampton
191246	6 Sedan Court, Woodbridge, ON L4L 3W2	Barrie
191277	162 Leameadow Rd, Thornhill, ON L4J 9G3	Barrie
191280	919 Chipping Park Blvd, Cobourg, ON K9A 5H2	St. Catharines
156504	1514 Lillian AveWindsor, ON	Brampton
191405	7 Crawford Circle, Beeton, ON L0G 1A0	Brampton
191410	2227 Belfast Crescent, Mississauga, ON L5K 1N7	Windsor
191426	79 Ball Point Road, Little Britain, ON K0M 2C0	Oshawa
191439	8 Janet Court, St. Catharines, ON L2S 1A4	Brampton
191524	386 Montreal Circle, Hamilton, ON L8E 0C7	Barrie
191539	808 South Pacific Avenue, Windsor, ON N8X 2X2	Brampton
191655	91 Chalet Cresent, London, ON N6K 3C5	Barrie
191667	1004 Hatfield Cres, Peterborough, ON K9H 6L8	Hamilton
191683	27 Hillcroft Drive, Markham, ON L3S 1P9	Oshawa
191686	7 Henhoffer Crescent, Kitchener, ON N2E 4C3	Barrie
191768	139 Alfred St , Sarnia, ON N7T 1G2	Brampton
191847	2283 Creek Road, Niagara-On-The-Lake, ON L0S 1J0	Markham
191880	66 Yorkshire Dr, Ancaster, ON L9K 1N4	Oshawa
191897	62 Daden Oaks Dr, Brampton, ON L6P 3R8	St. Catharines
191903	2 Commodore Dr, Brampton, ON L6X 0S4	Barrie
191927	474 Wickham Street, Oshawa, ON L1K 1R9	Brampton
191938	53 Page Crescent, Markham, ON L3S 1W5	Oshawa
191942	10 Neeland Rd, Markham, ON L3S 1X1	St. Catharines
191949	18 Birch Tree Trail, Brampton, ON L6P 3M8	Hamilton
191951	5 Oswald Rd, Brampton, ON L6P 3S1	Windsor
191952	64 Daden Oaks Dr, Brampton, ON L6P 3R8	London
191963	101 Bourbon Cir, Barrie, ON L4M 7J7	Oshawa
191991	1099 Langford St, Oshawa, ON L1K 2V8	Markham
192021	67 Campwood Cres, Brampton, ON L6P 3S8	Kitchener
192043	26 Brierwood Avenue, Grimsby, ON L3M 1J8	London
192062	10 Bennett Ave, Guelph, ON N1E 2C4	St. Catharines

192068	482 Regent Street , Orillia, ON L3V 4E3	Hamilton
192111	31 Monique Court, Markham, ON L3S 4S5	Brampton
192118	37 Feint Dr, Ajax, ON L1T 0E6	Brampton
192120	26 Kruger Rd, Markham, ON L3S 3X1	Oshawa
192122	39 Stanley Lane, Markham, ON L3S 4E3	Markham
192139	22 Kemp Drive, Dundas, ON L9H 2M9	Markham
192234	64 Conley Street, Thornhill, ON L4J 2X5	Brampton
192253	396 Highglen Ave, Markham, ON L3S 4J3	Brampton
192274	60 Daden Oaks Dr, Brampton, ON L6P 3R8	Brampton
192310	19 Jean Anderson Crescent, Guelph, ON N1G 5A6	Barrie
192315	126 Irwin Ave, Ancaster, ON L9K 0G1	Oshawa
192336	75 Oak Lea Circle, Markham, ON L3P 3M3	Brampton
192338	3 William Honey Cres., Markham, ON L3S 2K2	Hamilton
192348	38 Crompton Dr, Barrie, ON L4M 6N1	Kitchener
192360	340 Ascot Place, Corunna, ON N0N 1G0	Barrie
192425	41 Lavron Crt, Markham, ON L3S 2N8	Markham
192481	443 Angling Road, Waterford, ON N0E 1Y0	Oshawa
192549	6 Bettina Avenue, Hamilton, ON L8K 3M5	Markham
192581	8 Sentry Circle, Niagara On The Lake, ON L0S 1J0	Markham
192603	12 Intrigue Trail, Brampton, ON L6X 0W8	Hamilton
192652	212 Landsbridge St., Bolton, ON L7Z 2A3	Markham
192654	88 Lawren Harris Crescent, Bolton, ON L7E 2W8	Markham
192661	383619 Salford Road, Salford, ON N0J 1W0	Brampton
192665	7039 Douglas Cres, Niagara Falls, ON L2G 3C3	Kitchener
192688	117 Castle Oaks Crossing, Brampton, ON L6P 3V3	Hamilton
192749	30 Redwillow Road, Brampton, ON L6P 2A3	Markham
192776	85 Dawn Hill Trail, Thronhill, ON L3T 3B4	Markham
192803	44 Hesp Dr., Bolton, ON L7E 2R4	Barrie
192821	30 Paper Birch Drive, Markham, ON L6B 0T5	Windsor
192922	566 Fagan Avenue, Peterborough, ON K9J 4J1	Markham
192933	61 Charcoal Way, Brampton, ON L6Y 5R9	Hamilton
192935	68 Charles Brown Rd, Markham, ON L3S 4V3	Hamilton
192937	79 Coppard Avenue, Markham, ON L3S 2R3	St. Catharines
192941	59 Creditstone Rd, Brampton, ON L6Y 4E9	Brampton
192947	53 Hesp Dr, Bolton, ON L7E 2R2	Brampton
192970	144 King St West, Bolton, ON L7E 1A2	Brampton
192975	211 Blackburn Dr, Brantford, ON N3T 0A5	London
193007	98 Walter Avenue, Newmarket, ON L3Y 2T6	St. Catharines
193057	9 Brinkley Dr, Brampton, ON L7A 1L8	Brampton
193066	42 Bambi Trail, Caledon, ON L7E 2G3	Brampton
193074	47 Edgewood Cres, Markham, ON L6C 2K7	Markham
193124	664 Lansdowne Drive, Oshawa, ON L1G 1W4	Brampton
193275	80 Mullen Drive, Vaughan, ON L4G 1V1	Markham
193349	349 Cartier Drive, Woodstock, ON N4S 8C8	Oshawa
193350	702 Southwood Way, Woodstock, ON N4V 1H5	Brampton
193376	230 Lockwood Rd, Brampton, ON L6Y 4Y4	Markham
193394	5 Pinehurst Lane , Minesing, ON L0L 1Y2	Markham

193491	43 Eaglestone Lane, Barrie, ON L4N 0J3	
193504	250 Alex Donor Drive, Newmarket, ON L3X 1A8	Brampton
193639	43 Thorpe Cres, Brampton, ON L7A 1P8	Brampton
193646	112 Kendrick Crt, Ancaster, ON L9G 5E8	Brampton
193661	58 Seafair Crescent , Brampton, ON L6Y 5W3	Hamilton
193851	24 Aqua Street, Centre Wellington, ON N0B 1S0	Markham
193915	36 Princess Valley Cres, Brampton, ON L6P 2C5	Brampton
193916	389 Valridge Dr, Ancaster, ON L9G 0B1	Brampton
193918	76 Shakespeare Avenue, St. Catharines, ON L2R 6N2	Markham
193987	10 Alice Springs Crescent, Brampton, ON L6X 0R5	Oshawa
193996	8 Alice Springs Crescent, Brampton, ON L6X 0R5	Markham
194011	39 Penhale Avenue, St. Thomas, ON N5R 6L2	London
194025	14 Pantano Place, Brampton, ON L6X 0N6	London
194029	669 St. Andrew Street West , Fergus, ON N1M 1P7	Brampton
194031	215 Lormel Gate, Woodbridge, ON L4H 0C9	Barrie
194033	1 Twelve Oaks Drive, Aurora, ON L4G 6J6	Barrie
194035	379 Georgian Drive, Barrie, ON L4M 7A2	Markham
194038	146 Tierra Ave, Maple, ON L6A 2Z3	Brampton
194047	30 Damatta Dr., Brampton, ON L6X 0N5	Hamilton
194048	370 Silken Lauman Dr., Newmarket, ON L3X 2J1	Brampton
194052	22 Blaydon Lane., Aurora, ON L4G 7P8	Kitchener
194053	92 Gateway Dr., Aurora, ON L4G 7S5	Brampton
194057	84 Reed Dr, Ajax, ON L1S 6T6	Hamilton
194059	54 Tipton Cres, Ajax, ON L1T 2K8	St. Catharines
194235	32 Boltonview Cres, Bolton, ON L7E 2H1	Brampton
194236	1065 Valentine Drive, Cambridge, ON N3H 2N9	Brampton
194259	11 Gray Park Dr, Bolton, ON L7E 2N3	London
194261	10 Jamieson Drive, Rosemont, ON L0N 1R0	Brampton
194275	8 Gray Park Dr, Bolton, ON L7E 2N3	Kitchener
194287	51 Silvervalley Dr, Bolton, ON L7E 2Y7	Markham
194322	206 Braithwaite Avenue, Ancaster, ON L9G 5A6	Markham
194405	17 Hillview Drive, Newmarket, ON L3Y 4Y3	Barrie
194551	19 Gold Finch Court, Brampton, ON L6S 2K7	Markham
194581	159 Norwich Road, Breslau, ON N0B 1M0	Brampton
194591	547 Devonshire Road, Sarnia, ON N7V 2P4	Markham
194652	72 Spencer Avenue, Orangeville, ON L9W 5E7	Markham
194703	11 Gable Dr, Brampton, ON L6V 2H2	Markham
194710	47 Corkett Drive, Brampton, ON L6X 3G1	Oshawa
194711	71 Pathway Dr, Brampton, ON L6X 0Z2	Oshawa
194749	5 Streamside Lane, Brampton, ON L6R 2A9	Oshawa
194787	62 Aquasanta Crescent, Hamilton, ON L9B 0H8	Brampton
194913	139 Main St East, Port Colbourne, ON L3K 1S5	Kitchener
194958	111 Darren Hill Trail, Markham, ON L6E 0M3	Brampton
194964	60 Richard Underhill Ave, Stouffville , ON L4A 0J2	Barrie
194992	423 Sunny Meadow Boulevard, Brampton, ON L6R 0L6	Brampton
195087	641 Old Tecumseh Road, Lakeshore, ON N0R 1A0	Brampton
195163	378 Major ST, Scugog ON, Canada L9L 1E8	Hamilton

195165	6 Genevive Crescent, London ON, N5Y 4A8	Markham
195167	378 Major ST, Scugog ON, Canada L9L 1E8	Brampton
195207	173 Church St N, Alliston, ON L9R 0G2	Kitchener
195222	41 Austraila Dr, Brampton, ON L6R 3E8	London
195224	76 Lakecrest Trail, Brampton, ON L6Z 1S2	Brampton
195227	210 Rutherford road.N, Brampton, ON L6V 2X9	Brampton
195238	127 Country Ln, Barrie, ON L4N 0N2	Brampton
195239	671 Balmoral Drive, Brampton, ON L6T 1W8	Brampton
195262	998 Gastle Way, Milton, ON L9T 7B3	Brampton
195273	1172 Pearson Avenue, Windsor, ON N8P 1X2	Hamilton
195373	25 Reston Ridge St, Markham, ON L6E 1X9	St. Catharines
195377	94 Saffron Cres, Brampton, ON L6R 6H8	Markham
195382	9 Fisher Drive, Everett, ON L0M 1J0	Markham
195383	1351 President Crt., St. Catharines, ON L2R 6P9	Brampton
195384	55 Kernahan St., St. Catharines, ON L2R 4T1	Windsor
195385	206 Miller St., Cavan, ON, L0A 1L0	Oshawa
195404	126 Lundy Lane, Newmarket, ON L3Y 3S1	Oshawa
195453	222 Simmons Blvd, Brampton, ON L6V 3Y1	Brampton
195459	5 Toba Cres,, Brampton, ON L6Z 4R6	London
195464	36 Cochrane Ave,, Brampton, ON L6Z 4J3	Oshawa
195493	20 Camellia Drive, Richmond Hill, ON L4B 4H5	Barrie
195495	165 Colombia Road, Barrie, ON L4N 8E2	Brampton
195545	673 Balmoral Drive, Brampton, ON L6T 1W8	Brampton
195595	2925 Cartwright Crescent, Mississauga, ON L5M 5W2	Brampton
195599	75 Millburn Dr, Bowmanville, ON L1C 5L7	Barrie
195602	82 Tobermory Cres, Brampton, ON L6V 4T5	Brampton
195606	33 Wellsprings Dr, Brampton, ON L6V 4T2	Hamilton
195613	38 Winterfold Dr, Brampton, ON L6V 3T2	Windsor
195622	41 Remmington St, Bowmanville, ON L1C 5R1	Markham
195636	16 Kesteven Crescent, Brampton , ON L6W 4E1	Brampton
195775	61 Little Avenue , Clarington, ON L1C 1J8	Barrie
195836	24 Riverplace Cres., Brampton, ON L6P 2N3	St. Catharines
195870	4850 Whitefish Crescent, Windsor, ON N9G 3E2	St. Catharines
195910	17 Keenan Drive, Loretto, ON L0G 1L0	Oshawa
195932	21 Bosco Dr, Woodbridge, ON L4H 0L9	Markham
195961	94 West Side Dr, Bowmanville, ON L1C 4Y9	Brampton
195964	195 Robirwin St, Stouffville, ON L4A 0V6	Brampton
195967	29 Jacksonville Dr , Brampton, ON L6P 2Z3	Brampton
195968	1195 Fox Glove Place, Mississauga , ON L5V 2N1	Markham
195976	56 Glenayr St, Hamilton, ON L9C 7J3	Barrie
195987	39 Aidan Drive, Woodbridge, ON L4H 0T5	Brampton
195991	21 Millstone Dr, Brampton, ON L6Y 4G2	Brampton
195998	123 Hazelton Ave, Hamilton, ON L9B 0E9	Oshawa
196008	12 Stingray Court, Brampton, ON L6V 4R1	Brampton
196015	13 Gold Tree St, Brampton, ON L6R 1T8	Brampton
196020	54 Allison Street , Bowmanville, ON L1C 0C4	Brampton
196022	21 Squirreltail Way, Brampton, ON L6R 1X4	Oshawa

196023	35 Amore Blvd, Hamilton, ON L9B 2V3	Brampton
196024	59 Sundown Dr, Hamilton, ON L9B 1W4	Oshawa
196026	16 Blackmere Cir, Brampton, ON L6W 4B3	Brampton
196027	58 Joshua Crt, Brampton, ON L6S 3W4	Windsor
196034	56 Willow Park Dr, Brampton, ON L6R 2N2	Barrie
196035	23 Summerberry Way, Hamilton, ON L9B 0G2	Markham
196037	3 Gisele Dr, Hamilton, ON L9B 2M5	Oshawa
196040	78 Philomena Dr, Hamilton, ON L9B 2K2	Markham
196041	23 Gisele Dr, Hamilton, ON L9B 2M5	Brampton
196046	43 Creditstone Rd, Brampton, ON L6Y 3C3	Brampton
196056	37 Dupont Court, Brampton, ON L6Y 3R6	Hamilton
196059	19 Hillier St, Clarington, ON L1C 3S5	Markham
196060	2 Summerberry Way , Hamilton, ON L9B 0G2	Brampton
196071	46 Silver Trail, Barrie, ON L4N 3P2	Hamilton
196075	51 Huntington Park Drive, Markham, ON L3T 7G6	Brampton
196078	52 Haverty Trail , Brampton, ON L7A 0S3	Brampton
196088	15 Christine Court , Thornhill , ON L4J 3K1	Oshawa
196093	95 Heatherdale Pl , Hamilton , ON L9C 6K7	Brampton
196108	3310 Ruth Fertel Drive, Mississauga, ON L5M 0H5	Hamilton
196136	70 Atkins Circle, Brampton, ON L6X 4B5	Hamilton
196149	3884 Bloomington Cres, Mississauga, ON L5M 7H4	Brampton
196155	5840 Terrapark Trail, Mississauga, ON L5M 6S1	Brampton
196164	24 Dimarino Dr, Brampton , ON L6P 1X7	Brampton
196169	16 Jacksonville Drive , Brampton, ON L6P 2Z3	Hamilton
196226	51 Red Cedar Crescent, Brampton, ON L6R 1A7	Hamilton
196230	23 Hughes Avenue , Welland, ON L3B 1M4	Hamilton
196238	5832 Rainspring Dr, Mississauga , ON L5M 6X7	Hamilton
196261	30 Cambria Drive, St Catharines, ON L2N 6W4	Brampton
196262	10 Bewell Dr , Markham, ON L6B 0M3	Brampton
196263	14 Ann Louise Cres, Markham, ON L3S 0A8	Oshawa
196269	3875 Bloomington Cres , Mississauga , ON L5M 7H4	Hamilton
196278	65 Kinzie Lane, Barrie, ON L4M 5Z8	Barrie
196296	224 Purple Sage Crescent, Kitchener, ON N2E 4G5	Markham
196326	7412 Sandhurst Dr, Mississauga, ON L5N 7G6	Brampton
196330	1371 Inuit Trail, Mississauga, ON L5N 7R5	Markham
196334	114 Branlyn Cres, Brantford, ON N3P 1Z9	Hamilton
196335	4 Nature Way Crescent, East Gwillimbury, ON L9N 0A6	Brampton
196337	3027 Tacc Dr, Mississauga, ON L5M 0A9	Brampton
196341	65 Chipman Ave, Hamilton, ON L9A 2S9	Brampton
196343	55 Bridgette Dr, Hamilton, ON L9A 5J7	Brampton
196344	2835 Mckee Crt, Innisfil, ON L9S 2J4	Brampton
196345	795 Ashprior Avenue, Mississauga, ON L5R 3X3	Brampton
196349	3887 Passway Rd, Mississauga, ON L5N 8N9	Brampton
196350	11 Amaryllis Dr, Brampton, ON L7A 0M4	St. Catharines
196351	474 Van Kirk Dr, Brampton, ON L7A 0M5	Brampton
196361	2311 Pilgrim Square, Oshawa, ON L1L 0C2	St. Catharines
196363	39Hardgate Cres,, Brampton, ON L7A 3V7	Markham

196367	112 Twin Crescent, Hamilton , ON L8W 3A7	Markham
196371	35 Cambria Dr, St. Catharines, ON L2N 6W3	Brampton
196382	480 Yorkhill Blvd, Thornhill, ON L4S 8G2	Barrie
196390	50 Haverty Trail, Brampton, ON L7A 0S3	Barrie
196392	157 Twin Cres, Hamilton, ON L8W 3A7	Kitchener
196393	230 Blackwell Cres, Oshawa, ON L1L 0C9	Brampton
196397	190 Landsbridge Street, Bolton, ON L7E 2A3	Brampton
196398	5790 Churchill Meadows Blvd, Mississauga, ON L5M 7H1	Hamilton
196404	4223 Hazineh Crt, Mississauga, ON L5B 3N6	Markham
196412	824 Avonshire Court, Mississauga, ON L5V 2P2	Brampton
196413	47 Kyla Cres, Markham, ON L3S 3L3	Hamilton
196414	9 Riverwood Terrace, Bolton, ON L7E 1S2	Hamilton
196420	2 Ed Quigg Way, Woodbridge, ON L4H 2S2	Barrie
196422	72 Monte Carlo Dr, Woodbridge, ON L4H 1T3	Brampton
196444	54 Trewartha Cres, Brampton, ON L6Z 1X4	Brampton
196448	32 Game Creek Crescent, Brampton, ON L7A 0K3	Brampton
196458	98 Ramsden Dr, Hamilton, ON L8W 2S4	Brampton
196465	15 Ponymeadow Way, Brampton, ON L6X 0M2	Oshawa
196466	97 Bonistel Crescent, Brampton, ON L7A 3H1	Brampton
196468	76 Penbridge Dr, Brampton, ON L7A 2R1	Hamilton
196469	110 Showboat Cres, Brampton, ON L6V 4R1	St. Catharines
196470	17 River Rock Cres, Brampton, ON L7A 2V2	Markham
196480	205 Stather Cres, Markham, ON L3S 1C3	Brampton
196484	81 Promelia Court, Markham, ON L3S 3S4	Hamilton
196497	31 Moore Pl, Barrie, ON L4N 6N6	Oshawa
196576	14 St. Georges Pl, Brampton, ON L6X 4A3	Brampton
196600	48 Sandy Beach Road, Brampton, ON L7A 2S9	Brampton
196602	98 Sugarhill Drive, Brampton, ON L7A 3M4	Brampton
196614	4240 Sugarbush Rd, Mississauga, ON L8B 2X7	Brampton
196620	50 Brambirch Cres, Brampton, ON L7A 1V1	Markham
196622	39 Kitto Crt., Brampton, ON L6Y 5A9	Brampton
196623	5186 Fairwind Dr., Mississauga, ON L5R 3L2	Brampton
196624	5227 Huntingfield Dr., Mississauga, ON L5R 2L4	Brampton
196627	1255 Lincoln Rd., Windsor, ON N8Y 2H9	Brampton
196628	1357 Bayswater Cres., Windsor, ON N8S 4K4	Brampton
196631	35 Cordingley Court, Hamilton, ON L9C 7T4	Hamilton
196654	21 Haley Court, Thornhill, ON L4J 6A3	Brampton
196659	101 Ruffet Dr., Barrie, ON L4N 0N7	Brampton
196662	166 Laurelhurst Cres, Woodbridge, ON L4M 2M7	Brampton
196666	69 Ridgemore Crescent, Brampton, ON L7A 2L5	Brampton
196668	115 Botovia Downs Drive, Brampton, ON L7A 3B9	Brampton
196688	11 Dunsmore Lane, Barrie, ON L7A 3B8	Markham
196701	51 Capistros St., Brampton, ON L7A 3H6	Markham
196703	4805 Yorkshire Avenue, Mississauga, ON L4Z 4H2	Barrie
196713	160 Hanmer Street West, Barrie, ON L4N 7S1	
196770	388 East 28Th St., Hamilton, ON L8V 3J8	Brampton
196775	21 Dent Street, Ajax, ON L1T 4G1	Brampton

196789	2 Cedarholme Ave, Caledon, ON L7C 3S9	Brampton
196790	124 Gagliano Drive, Hamilton, ON L8W 3J2	Brampton
196795	110 Pearson Drive, Hamilton, ON L8W 3H1	Brampton
196796	155 Elmore Drive, Hamilton, ON L8W 2C5	Brampton
196798	25 Treepark Street, Brampton, ON L6R 1S9	Brampton
196802	19 Treepark St, Brampton, ON L6R 1S9	Brampton
196803	33 Lougheed Rd, Barrie, ON L4N 8G2	Windsor
196842	28 Palmer Drive, Ajax, ON L1S 5W8	Windsor
196860	58 Starhill Crescent,, Brampton , ON L6R 2W1	Hamilton
196861	177 Cresthaven Rd, Brampton, ON L7A 1H4	Markham
196864	169 Vodden St West , Brampton , ON L6X 2W8	Barrie
196868	179 Cresthaven Rd,, Brampton, ON L7A 1H4	Markham
196869	298 Bristol Rd, Newmarket, ON L3Y 7Z4	Brampton
196897	49 Seclusion Crescent, Brampton, ON L6R 1L5	Brampton
196913	620 Sherbrooke St, Peterborough, ON K9J 2P6	Barrie
196915	8 Olive Wood Way, Cambridge, ON N3C 4N9	Brampton
196920	41 Dellano Street, Markham, ON L3S 2N7	Brampton
196947	19 Leneck Ave, Brampton, ON L6Z 2A9	Barrie
196968	50 Quaker Cres., Hamilton, ON L8W 1H5	Hamilton
196979	39 Sophia Rd, Markham, ON L3S 3Y5	Oshawa
196992	37 Mainard Cres, Brampton, ON L6R 2V1	Brampton
196993	5771 Dawlish Crescent, Mississauga, ON L5V 1W4	Hamilton
197024	38 Southbend Dr., Brampton, ON L7A 1K5	Hamilton
197039	121 Powell Drive, Binbrook, ON L0R 1C0	Hamilton
197059	78 Hammerstone Cres, Thornhill, ON L4J 8B4	Brampton
197067	9 Butlermere Drive , Brampton, ON L6Y 4S1	Brampton
197069	6 Leavesden Place, Hamilton, ON L9A 4H2	Barrie
197076	62 Winchester Blvd, Hamilton, ON L8T 2M8	Oshawa
197078	65 Newport St, Brampton , ON L6S 4N1	Brampton
197080	1271 Langley Circle, Oshawa, ON L1K 0E3	Brampton
197082	138 Muirland Cres, Brampton , ON L6X 4G1	Brampton
197084	364 East 24Th Street, Hamilton, ON L8V 4T2	Brampton
197086	1115 Tall Pine Avenue, Oshawa, ON L1K 2X9	Markham
197087	64 Torrance Woods, Brampton, ON L6Y 2V9	Brampton
197093	22 Victoriaville Road, Brampton, ON L6X 5J3	Oshawa
197094	72 Atkins Circle, Brampton, ON L6X 4B5	Kitchener
197095	1620 Pennel Drive, Oshawa, ON L1K 0K1	Markham
197097	6 Beaumont Court, Georgetown, ON L7G 0C7	Brampton
197101	1344 Langley Circle, Oshawa, ON L1K 0E2	Hamilton
197110	44 Agricola Road, Brampton, ON L7A 0V6	Markham
197115	166 Ridge Street, Hamilton, ON L9A 2X5	Brampton
197123	25 Marion Crescent, Dundas, ON L9H 1H9	Brampton
197124	28 Ness Rd, Brampton, ON L6Y 5N6	Brampton
197125	119 Victor Boulevard, Hamilton, ON L9A 2V3	Hamilton
197139	10 Terrance Dr., Markham, ON L6B 0M2	Markham
197146	36 Pearson Road , Brampton , ON L6Y 2N1	Brampton
197150	74 Lacewood Cres, Brampton, ON L6S 3K4	Hamilton

197158	11 Coniston Ave., Brampton, ON L6X 2H3	Hamilton
197160	47 Dessert Sand Drive, Brampton, ON L6R 1V5	Brampton
197161	33 Brookview Rd, Brampton, ON L6X 2X8	Oshawa
197164	48 Addington Crescent, Brampton, ON L6T 2R3	Brampton
197166	11 Raven Cross Avenue, Markham, ON L6B 0W5	Hamilton
197192	50 Queen Mary Dr, Brampton, ON L7A 1Y1	Oshawa
197229	327 East 14Th St, Hamilton, ON L9A 4C1	Brampton
197242	21 Highbrook Street, Kitchener, ON N2E 3N9	Brampton
197248	54 Bula Dr St Catharines, ON, L2N 6R6, Canada6R6	Brampton
197252	144 Dunsmere Drive, Kitchener, ON N2E 1V7	Oshawa
197259	294 Cundles Rd W., Barrie, ON L4N 7C9	Brampton
197261	15 Kingswood Drive, Kitchener, ON N2E 1A8	Oshawa
197287	901 Copper Leaf Crescent, Kitchener, ON N2E 3W1	Brampton
197289	357 Emms Drive, Barrie, ON L4N 8J4	Hamilton
197294	3 Apple Blossom Crescent, Georgetown, ON L7G 6L4	Hamilton
197300	4 Timberwolf Road, Brampton, ON L6P 2B4	Brampton
197329	4 Baylor Crescent, Georgetown, ON L7G 1A6	Hamilton
197337	61 Harber Avenue, Kitchener, ON N2C 1Z1	Markham
197340	57 Harber Avenue, Kitchener, ON N2C 1Z1	Brampton
197341	69 Nasmith Street, Brampton, ON L6S 4Z6	Brampton
197360	1167 Meath Drive, Oshawa, ON L1K 0G3	Brampton
197386	23 Kesselring Drive, Kitchener, ON N2E 2P3	Brampton
197393	7 Arnhem Court, Waterdown, ON L0R 2H5	Brampton
197396	56 Harnestworth Cres, Waterdown, ON L0R 2H6	Brampton
197411	7 Lower Canada Crescent, Kitchener, ON N2P 1E9	Markham
197415	55 Randall Ave, Markham, ON L3S 1H5	Brampton
197418	42 Nuffield Street, Brampton, ON L6S 5Z2	Hamilton
197419	100 Braidwood Lake Rd, Brampton, ON L6Z 4M1	Kitchener
197421	93 Chudleigh St, Hamilton, ON L0R 2H6	St. Catharines
197424	93 Standish Street, Halton Hills, ON L7G 5W3	Kitchener
197425	184 Copper Leaf Street, Kitchener, ON N2E 3W1	Barrie
197427	2 Tuxedo Court, New Lowell, ON L0M 1N0	Kitchener
197430	166 Galbraith Crescent, Markham, ON L3S 1H3	Kitchener
197433	242 Fifth Avenue, Kitchener, ON N2C 1P7	Barrie
197435	48 Callander Crescent, Alliston, ON L9R 0B4	Brampton
197439	14 Portside Crescent, Brampton, ON L6R 3P3	Brampton
197461	29 Pennsylvania Avenue, Brampton, ON L4N 4N8	Brampton
197468	276 Kinzie Avenue, Kitchener, ON N2A 2K4	Kitchener
197469	4 Pennsylvania Avenue, Brampton, ON L6Y 4N7	Kitchener
197472	81 Dyer Court, Cambridge, ON N3C 4B9	Brampton
197473	74 Reyburn Avenue, Kitchener, ON N2C 2B2	Oshawa
197485	11 Aria Lane , Brampton, ON L6S 6J6	Kitchener
197489	10 Benmore Crescent, Brampton, ON L6P 2S8	Hamilton
197498	35 Hood Crescent, Brampton, ON L6Y 4S7	Hamilton
197499	80 Helena Feasby Street, Kitchener, ON N2E 4L5	Kitchener
197502	29 Pathmaster Road, Brampton, ON L6P 2G8	Markham
197503	18 Nomad Cres , Brampton , ON L6Y 5N5	Brampton

197519	14 Pinecrest Drive, Kitchener, ON N2A 2G6	Brampton
197528	294 Concession 5 Road , Fisherville, ON N0A 1G0	Hamilton
197545	126 Snowdrop Crescent, Kitchener, ON N2E 4G7	Brampton
197552	219 Old Country Place, Kitchener, ON N2E 3A2	Kitchener
197553	94 Sweet William Street, Kitchener, ON N2E 4C6	Barrie
197554	498 Woodbine Avenue, Kitchener, ON N2R 0A6	Markham
197555	402 Woodbine Avenue, Kitchener, ON N2R 0A9	Kitchener
197559	532 Windjammer Way, Waterloo, ON N2K 3Y5	Barrie
197573	3973 Mayla Drive, Mississauga, ON L5M 7Y9	Brampton
197594	601 Bluenose Crescent, Waterloo, ON N2K 4C5	Brampton
197610	3961 Burdette Terrace, Mississauga, ON L5M 7Z1	Kitchener
197617	101 Sled Dog Road, Brampton, ON L6R 0J5	Brampton
197619	43 Nello St, St. Catharines, ON L2N 1G5	Kitchener
197625	611 Brittania Crescent, Kitchener, ON N2R 0B1	Kitchener
197628	6 Brentwood Drive, St. Catherines, ON L2M 4M2	Brampton
197629	615 Brittania Crescent, Kitchener, ON N2R 0A6	Brampton
197631	41 Arctic Wolf Road, Brampton, ON L6R 3L3	Brampton
197636	4 Runnymede Cres., Brampton, ON L6R 0L3	Kitchener
197642	254 Seabrook Drive, Kitchener, ON N2R 0G1	Brampton
197669	285 Maple Avenue, LaSalle, ON N9J 1N9	Brampton
197679	3868 Stardust Drive, Mississauga, ON L5M 7Z8	Kitchener
197686	50 Bedford Park Ave, Richmond Hill, ON L4C 2N8	Hamilton
197693	6107 Silken Laumann Way, Mississauga, ON L5V 1A1	Kitchener
197695	3048 Mission Hill Drive, Mississauga, ON L5M 0C1	Kitchener
197698	7 Amethyst Drive, Richmond Hill, ON L4S 2J9	Kitchener
197705	4 Foxchase Drive, Bolton, ON L7E 1H7	Kitchener
197716	93 Torrance Woods, Brampton, ON L6Y 4L7	Kitchener
197752	103 Swenson St, Alliston, ON L9R 0K2	Kitchener
197757	3 Dunning Drive, Alliston, ON L9R 0B3	Brampton
197764	79 Kidd Crescent, Alliston , ON L9R 0E1	Kitchener
197765	18 Kenwood Crescent, Hamilton, ON L8T 1W4	Brampton
197770	4 Delaware Street, St Catherines, ON L2M 5L8	Brampton
197773	113 Anderson Road, Alliston, ON L9R 0C2	St. Catharines
197780	23 Vauxhall Crescent, Brampton, ON L7A 3A4	Kitchener
197792	47 Tuscana Boulevard, Concord, ON L4K 5J5	St. Catharines
197798	90 Begonia Cres, Brampton, ON L7A 0M7	Kitchener
197806	45 Brett Court, Hamilton, ON L8T 4R7	Brampton
197812	34 Prince Drive, Bradford, ON L3Z 3B7	Brampton
197813	16 Dunhill Road, Brampton, ON L6X 4M1	Kitchener
197814	106 Aspermont Crescent, Brampton, ON L6P 3Z3	Windsor
197827	1613 Stockbridge Court, Mississauga, ON L5N 8A1	Brampton
197833	45 Presidio Drive, Hamilton, ON L8W 3C6	Markham
197848	19 Jewelwing Court, Bradford, ON L3Z 0N6	Brampton
197855	3942 Mayla Drive, Mississauga, ON L5M 7Y9	Brampton
197859	11 Jewelwing Court, Bradford , ON L3Z 0N6	Markham
197860	26 Reid Road, Bradford, ON L3Z 0P8	Brampton
197862	1 Colbeck Crescent, Alliston, ON L9R 1B7	Brampton

197863	145 Cordgrass Crescent, Brampton, ON L6R 1Z8	Barrie
197866	85 Fandango Drive, Brampton, ON L6X 0P3	Barrie
197878	24 Chiccony Court, Beeton, ON L0G 1A0	Barrie
197883	54 Edwards Dr, Barrie, ON L4N 9K8	Hamilton
197885	19 Lorilee Crescent, Kitchener, ON N2N 2J4	St. Catharines
197886	10 Jewelwing Court, Bradford, ON L3Z 0N6	Barrie
197894	13 Gunning Crescent, Tottenham, ON L0G 1W0	Brampton
197899	27 Amberwing Landing, Bradford, ON L3Z 0H9	Markham
197907	27 Purebrook Cres, Brampton, ON L6P 2L4	Brampton
197916	5650 Freshwater Drive, Mississauga, ON L5M 7G1	Hamilton
197917	27 Jewelwing Court, Bradford, ON L3Z 0N6	Barrie
197963	31 Daniele Ave South, Beeton, ON L0G 1A0	Brampton
197964	111 Villandry Crescent, Vaughan, ON L6A 2X3	Brampton
197974	46 Julia Drive, Beeton, ON L0G 1A0	Brampton
197986	90 Laidlaw Dr, Barrie, ON L4N 7S2	Hamilton
197989	88 Codlin St., Markham, ON L3S 3S4	Barrie
197991	42 Julia Drive, Beeton, ON L0G 1A0	Brampton
198009	42 Rockway Court, Hamilton, ON L8V 4Z8	Barrie
198034	87 Newbury Cres , Brampton, ON L6S 5L8	Barrie
198055	365 Golden Orchard Road, Vaughan, ON L6A 0N6	Barrie
198056	66 Orville Hand Court, Bradford, ON L3Z 0C3	Brampton
198058	62 Carley Crescent, Barrie, ON L4N 0M8	Brampton
198066	7 Barter St,, Markham, ON L6B 0C1	Barrie
198069	11 Imperial Crescent, Bradford, ON L3Z 2P2	Barrie
198124	125 Venice Gate Drive, Vaughan, ON L4H 0E8	Kitchener
198126	4 Frost Trail, Barrie , ON L4N 5V8	Barrie
198130	11 Shaw Crescent, Barrie, ON L4N 4Z3	Barrie
198133	18 Bradley Rd., Markham, ON L3S 1N6	Barrie
198139	188 Ferndale Drive S, Barrie, ON L4N 8A1	Brampton
198222	5 Meadowvale Drive, St. Catharines, ON L2N 3Z6	Brampton
198287	56 Sherbourne Street, St. Catherines ON, L2M 5P9	Barrie
198292	273 Holland view Trail, Aurora, ON L4G7K8	Barrie
198293	2611 Embelton Road, Brampton, ON L6Y 0E8	Markham
198355	34 Kruger Rd, Markham, ON L3S 3Y8	Barrie
198829	743 Miltonbrook Cr., Milton, ON L9T 8N2	Barrie
198830	903 Syndenham Lane, Milton, ON L9T 8K1	Markham
198832	1140 Solomon Crt., Milton, ON L9T 8H1	Barrie
198834	374 Meegan Court, Newmarket, ON L3X 2B7	Hamilton
198835	1150 Conyers Cres., Mississauga, ON L5C 1K1	Brampton
200572	162 Madelaine Drive, Barrie, ON L4N 0N1	Markham
201415	93 Old Country Dr, Kitchener, ON N2E 1S4	Barrie
202374	98 Marlott Road, Vaughan, ON L6A 1H3	Barrie
202424	1011 Heritage Drive, Windsor, ON N9H 2H6	Markham
202776	47 Halo Street, Hamilton, ON L8W 0C2	Barrie
202827	3625 St. Patrick's Dr, Windsor, ON N9E 3H6	Markham
203394	41 Diana Way, Barrie, ON L4M 7H5	Barrie
203443	35 Andriana Crescent, Markham, ON L6B 0C9	Barrie

204099	37 Elgin Street West, Oshawa, ON L1G 1S3	Markham
240431	20 Tunis Ave, Sarnia , ON	Barrie
240432	108 Sandpiper Dr., Sarnia, ON	St. Catharines
240433	598 Colbourne St. W., Brantford, ON	St. Catharines
240434	28 Hawthorne Rd., Cambridge, ON	Markham
240435	1131 Dundas Street S, Cambridge, ON	Brampton
240436	2768 Alps Rd., Ayr, ON	Markham
240437	375 James Street, Dresden, ON	Hamilton
240438	365 James Street, Dresden, ON	Hamilton
240439	3887 Aristotle Cres., Windsor, ON	Hamilton
240440	773 Glengarry Ave., Windsor, ON	Markham
240441	2475 Duneshill, Windsor, ON	Brampton
240442	1711 Chappelle Ave., Windsor, ON	Barrie
240443	3303 Deerbrook Dr, Windsor, ON	Kitchener
240444	4556 Osaka Circle, Windsor, ON	Markham
240445	4149 Manzanillo Cres., Windsor, ON	Windsor
240446	6 Wallace Ave., Leamington, ON	Hamilton
240447	238 Concession 4, Caledonia, ON	Windsor
240448	149 Haig St., St Catharines, ON	Barrie
240449	38 11th St, Hamilton, ON	Markham
240450	93 Albert St, St. Catharines, ON	
240451	39 Legget, Hamilton, ON	Oshawa
240452	579 Templemead, Hamilton, ON	
240453	134 Deschene Ave., Hamilton, ON	
240454	161 Deschene Ave, Hamilton, ON	
240455	169 Burrwood, Hamilton, ON	Kitchener
240456	47 Merrington Ave., Orillia, ON	
240457	1206 Mersea Road 2, Leamington, ON	Windsor
240461	61 Elizabeth St., Hastings, ON	
240462	2123 Manitoba St., Bracebridge, ON	
240463	4432 Holmes Dr., Newton, ON	
240465	12333 Funaro Cres., Windsor, ON	
240466	1 Bechtel Ave., New Dundee, ON	
240467	269 Bournemouth Dr., London, ON	
240468	58 Yarmouth Dr., London, ON	
240469	861 Railton Ave, London, ON	
240470	245 October Cres, London, ON	Windsor
240471	246 Tartan Dr, London, ON	
240472	9 Rectory St., London, ON	
240473	898 Thompson Rd. S., Milton, ON	
240474	1005 Donnelly St, Milton, ON	
240475	822 Savoline Blvd., Milton, ON	
240476	69 Harvest Hills , East Gwillimbury, ON	
240477	7204 Casey , Niagara falls, ON	
240478	24 Fallen Oak, Scarborough, ON	
240479	109 Knowles, Scarborough, ON	
240480	33 Knowles, Scarborough, ON	Markham

240481	31 Champlain Ave, Welland, ON	St. Catharines
240482	83 Glen Valley Dr, Hamilton, ON	
240487	151 Amy Croft Dr , Tecumseh, ON	Hamilton
240488	2 Mill St, Wyebridge, ON	
189764	53 Cosby Avenue St.Catherines, ON L2M5R7	
231378	32 Vineberg Drive, Hamilton, ON L9B2P6	Oshawa
239981	363 East 13Th Street, Hamilton, ON L9A 4A2	Hamilton
239780	26 Oxford Street, ST. Catherines ON, L2P1W2	Kitchener
239865	88 Clarendon Avenue, Hamilton, ON L9A3A3	
233727	8 Loraine Drive, St. Catharines, ON L2P3N8	
176569	3874 Brandon Gate Drive, Mississauga, ON L4T 3N6	
187706	354 Malboeuf Court, Milton, ON L9T 7Y3	
189598	3 Anne Crt, Thornhill, ON L4J 2V7	
194233	37 Westgate Ave, Ajax, ON L1Z 1R8	
195164	2445 Callum Ave., Mississauga, ON L5B 2H8	
230573	6 Thrush Road, Scarborough, ON M1K 3S2	
233871	827 Dynasty Street, Windsor, ON N9G 2V8	Hamilton
244698	10 Anthony Crt, Hamilton, ON L9C 6T7	
233240	14 Crestcombe Road, St. Catharines, ON L2S 2J4	St. Catharines
231160	144 Independence Drive, Hamilton, ON L8W 3H7	
231814	45 Twin Crescent, Hamilton, ON L8W 2R8	St. Catharines
236189	51 Cartier Crescent, Hamilton, ON L8W 3L8	Windsor
230763	16 McNicholl Circle, St. Catharines, ON L2N 7C5	
231797	733 Keates Avenue, Oshawa, ON L1H7Y3	
248795	7402 Aspen Ave, Mississauga, ON L5N 6N1	
229810	3168 Erindale Crescent, Windsor, ON N8W 4Z1	
204386	992 Lemonwood Crescent, Windsor, ON N9G 2R7	Windsor
244543	16 Juniper Drive, Stoney Creek, ON L8E 4C6	
235806	219 Bridgeport Road East, Waterloo, ON N2J 2K7	
231892	30 Casey Drive, Kitchener, ON N2A 3P1	
148669	1214 Kenwick Way, Lasalle, ON N9H 2G7	
144206	10526 Fourth Line, Campbellville, ON L0P 1B0	
204293	141 Southwood Drive, Kitchener, ON N2E 2J1	
237681	30 Mandolin Crt, Woodbridge, ON L4L 8T9	
239583	16 Flamingo Dr, Hamilton, ON L9A 4X7	
232850	35 Forestgate Drive, Hamilton, ON L9C 6A4	Kitchener
186569	3319 Credit Heights Dr, Mississauga, ON L5C 2M1	
204255	77 Violet Street, Barrie, ON L4N 9N3	
204438	21 White Ash Drive, Markham, ON L3P 4N1	
231282	133 Strawberry Drive, Hamilton, ON L8E 4R7	Hamilton
234554	32 Vineberg Drive, Hamilton, ON L9B 2P6	
241961	183 First Road West, Stoney Creek, ON L8J 2P5	
241698	769 Centre Rd, Hamilton, ON L8N 2Z7	
240105	140 Kentley Drive Hamilton ON L8E 1A7 CA	
246255	15 Fonthill Rd Hamilton ON L9C 6A1 CA	
230929	10 Morgan Road, Hamilton, ON L9C 2W4	
234124	479 Exmoor Street, Waterloo, ON N2K 3T7	

236914	308 Biehn Drive, Kitchener, ON N2R 1C6	
240045	1 Glen Crt, Dundas, ON L9H 3X7	
242689	24 Edgehill Drive, Hamilton, ON L9B 0A8	
249701	60 Lowell Ave, St. Catharines ON L2R 2E1 CA	Brampton
196292	40 Tiger Tail Crescent , Bradford , ON L3Z 0M2	
232636	34 Heatherdale Place, Hamilton, ON L9C 6K9	
151649	26 Flora Street , Norwood, ON K0L 2V0	
229539	208 Commercial Street, Welland, ON L3B 5Z6	
229874	731 Northfield Drive E, TOWNSHIP OF WOOLWICH, ON N2J 4G8	
253567	1046 Upper Paradise Rd. Hamilton ON L9B 2N3 CANADA	
254118	142 Bolzano Dr, Hamilton ON L8W 3W2 CANADA	
236098	123 Appleblossom Dr., Hamilton, ON L9C 7P1	
251564	70 Romano Cres, Woodbridge ON L4L 7M7 CANADA	
249322	11 Ashcroft Dr, Hamilton ON L8W 3E9 CA	
232172	143 Highridge Ave, Hamilton ON L8E 3L5 CA	
234154	92 Winegarden Trail, Dundas, ON L9H 0A6	
236145	59 Stirling Crescent, Markham, ON L3R 7K3	
253715	9 Brighton Avenue St. Catharines ON L2M 5S6 CANADA	St. Catharines
234023	151 Gadsby Avenue, Welland, ON L3C 1B1	Hamilton
232811	17 Sunrise Drive, Kitchener, ON N2B 3B3	
235722	197 Snowshoe Crescent, Thornhill, ON L3T 4N1	
237942	1 O'Connor Crescent, Richmond Hill, ON L4C 7P3	
238350	419 John Deisman Blvd, Maple ON L6A 3G2	
229935	895 Consort Crescent, Mississauga, ON L5C 1J8	London
235796	102 Coopershawk Street, Kitchener, ON N2K 4J8	London
250742	7278 Saint Barbara Blvd, Mississauga ON L5W 0C1	Hamilton
145478	19 Courtney Crescent,Welland, ON, L3C 7H9	Kitchener
245994	5930 Hemingway Road, Mississauga ON L5M 5M1	Kitchener
232642	1670 Shale Oak Mews, Mississauga , ON L4W 2L8	Kitchener
203474	298 Harrowsmith Dr, Mississauga, ON L5R 1R1	Windsor
245595	105 Mohawk Rd E, Hamilton, ON L9A 2H3	Windsor
253712	1350 Upper Wellington Street, Hamilton ON L9A 3S9 CANADA	Windsor
153995	823 Queensdale Ave. E, Hamilton, ON L8V 1M7	Windsor
232211	22 Bettina Place, Kitchener, ON N2A 3Y6	Windsor
239476	478 Berkindale Dr, Hamilton, ON L8E 5B6	Windsor
243387	23 Luba Avenue, Richmond Hill, ON L4S 1G5	Windsor
240375	555 Rock Point Cres, Waterloo, ON N2V 2K3	Windsor
246399	918 Bancroft Dr, Mississauga ON L5V 1X7 CA	Windsor
238922	35 Gaby Crt, Richmond Hill, ON L4C 8X1	Windsor
244881	3063 Bayberry Dr, Mississauga ON L5N 6P1	Hamilton
229679	1602 Coram Cres, Mississauga ON L4X 1K9	St. Catharines
232826	6460 Warbler Lane, Mississauga, ON L5N 6E2	Hamilton
234636	83 Marlowe Drive, Hamilton, ON L9C 2H8	St. Catharines
237516	59 Austin Drive, Hamilton, ON L8V 3V5	Hamilton
236077	4 Carnforth Drive, Markham ON L3R 7W2	Hamilton
239376	3 Tara Crt, Hamilton, ON L8K 6E5	Hamilton
242947	36 Farewell Cresent, Smithville, ON L0R 2A0	Hamilton

235540	101 Delena Ave S, Hamilton ON L8K 3S8 CA	Hamilton
242178	36 Gayla St, Thornhill, ON L4J 6G2	Barrie
234581	117 Rushbrook Dr, Kitchener, ON N2E 3C9	Windsor
252384	27 Settlement Park Ave, Markham ON L6B 1B5 CANADA	Oshawa
234269	138 The Country Way, Kitchener, ON N2E 2L2	Barrie
243052	7326 Bread Fruit Lane, Mississauga, ON L5N 8P2	Kitchener
250550	54 Idlewood Ave Hamilton ON L8T 1V9 CANADA	Windsor
141600	15 Genevive Crescent, London, ON N5Y 4A7	Kitchener
230468	410 Anne Street North, Barrie, ON L4N 7A4	London
229493	6994 Amour Terrace, Mississauga, ON L5W 1G5	London
238324	763 Zermatt Drive, Waterloo, ON N2T 2W8	London
238084	64 Bay Hill Drive, Concord, ON L4K 1G9	London
230121	1756 Gower Drive, Oshawa, ON L1K 0L5	London
243041	3 Petunia St, Markham, ON L6E 1G2	London
248694	83 Danforth Ave, Leamington ON N8H 2R1CA	Hamilton
241020	11 Shamrock Crt Hamilton ON L8V 4E2 CA	Hamilton
245471	131 Anthony Lane, Concord ON L4K 3L3CA	Hamilton
229899	40 Harding Street, Kitchener ON N2E 4L4	Markham
238100	175 Newbury Drive, Kitchener, ON N2N 2N7	St. Catharines
229789	149 Middlebury Drive, Waterloo, ON N2T 2H8	Markham
230381	2719 Galleon Crescent , Mississauga, ON L5M 5T8	Markham
158300	2490 Hemus Square, Mississauga, ON L5C 3X4	Markham
220732	65 Foundry Crescent, Markham, ON L3P 6N8	St. Catharines
238556	206 Gravel Ridge Trail, Kitchener, ON N2E 0E5	Hamilton
236522	77A Creighton Rd, Dundas, ON L9H 3B7	Windsor
232602	71 Seven Oaks Drive, Hamilton, ON L9A 4E3	Barrie
245973	187 Devonsleigh Blvd, Richmond Hill ON L4S 1G4CA	
196526	5395 Marblewood Drive, Mississauga, ON L5V 2L1	
166433	322 Elliott St, Cambridge ON N1R 2L5	
173419	7250 Torrisdale Lane, Mississauga, ON L5N 7Y8	
187057	90 Division Street, Colborne, ON K0K 1S0	
192938	7 Westbrook Ave, Brampton, ON L6P 1M3	
204353	522 Camelot Drive, Oshawa, ON L1K 1K4	
229457	1292 Godwick Drive, Mississauga, ON L5N 7X4	
236853	97 Southbend Road E, Hamilton, ON L9A 2B3	
232414	117 Rockwood Avenue, St. Catharines ON L2P 3S1	
233663	1121 Upper Sherman Ave, Hamilton, ON L8W 1B9	
229898	99 Brierdale Drive, Kitchener , ON N2A 3S7	
235649	20 Captain Francis Dr, Markham, ON L3R 9C6	
236805	101 Wedgewood Dr, Kitchener ON N2B 1E6	
236974	75 Broker Drive, Hamilton, ON L8T 2B5	
237311	251 glencairn ave, Hamilton, ON ,L8K 3P1	
237840	100 Timberlane Crescent, Kitchener, ON N2N 1S9	
237875	4 Larratt Lane, Richmond Hill, ON L4C 9H9	Hamilton
245790	34 Markson Crescent, Hamilton, ON L8T4W4	
182344	22 Emmett Circle, Brampton, ON L7A 3M2	Hamilton
127602	35 Duncan Bull DRBrampton, ON	

245858	3267 Pebblewood Rd., Mississauga, ON L5N6P4	
236685	34 Beechmanor Crescent, Kitchener, ON N2N 3H5	
242687	193 Selwyn Rd, Richmond Hill ON L4E 5E9CA	
242696	55 Magnolia Dr HLF, Hamilton ON L9C 5Z3CA	
204200	926 Southdown Dr, Oshawa, ON L1H 7Z6	Hamilton
244137	1547 Pierre Avenue, Windsor ON, N8X 4P6	
244903	69 Rockwood Cres, Thornhill ON L4J 7T2	
245310	45 Burndenford Crescent, Markham ON L3P 7Z2	
246140	33 Bobolink Rd, Hamilton, ON L9A2P3	
246381	7 Bates Ave., Hannon ON L0R 1P0	
248220	929 Marion Ave, Windsor ON N9A 2J1CA	
248233	4705 Periwinkle CrescentWindsor ON N9G 3G5CA	
252966	389 Bamberg Cres, Waterloo ON N2T 0B5	
249528	114 Farrier Dr, Kitchener, ON N2P 1J5	
250455	18 Dolphin Pl, Hamilton ON L9A 5J2CANADA	
250798	90 Highpark Avenue, Kitchener ON N2C 2C2CANADA	
250801	285 Seabrook Dr, Kitchener ON N2R 0G3Canada	Brampton
252933	521 Chesapeake Cres, Waterloo ON N2K 4G1Canada	
253726	28 Sandcliffe Pl, Waterloo ON N2T1A8CANADA	
254045	526 Hallmark Drive, Waterloo ON N2K 3P5CANADA	
254311	3693 Stratton Woods Crt, Mississauga ON L5L 4V3CANADA	
254774	158 Hawkswood Trail,Hamilton ON L9B 2R5	
256199	461 Driftwood Dr, Kitchener ON N2N 1Y1 CANADA	
255711	214 Kehl St, Kitchener ON N2M 3V2CANADA	
250323	170 Assisi St, Hamilton ON L8W 3W4Canada	
251085	618 Lincoln St, Welland ON L3B 4R4CANADA	
237390	20 Kurt Pl, New Dundee, ON N0B 2E0	
229906	50 Tottenham Street, Kitchener, ON N2R 1V7	
241318	3318 Pilcom Cres, Mississauga, ON L5B 3X4	
234433	1058 Moy Avenue, Windsor, ON N9A 2P3	
243216	68 Twin Cres Hamilton ON L8W 2R9 CA	
240654	54 High Acres Crescent, Kitchener, ON N2N 2S4	
237112	58 Ridgefield Cres, Maple ON L6A 1J8	
232967	56 Highbury Drive, Stoney Creek, ON L8J2T4	
235280	256 Fairlawn Crt, Oshawa, ON L1J 4P9	
253865	88 Allanbrook St, Stoney Creek ON L8J 1R1 Canada	
238440	272 Bridlewreath Street, Kitchener, ON N2E 4B4	
204199	6915 Markwood Place, Mississauga, ON L5N 4K6	
229802	2479 Barcella Cres, Mississauga ON L5K 1E4	
242656	190 Chedmac Drive , Hamilton, ON L9C 7S6	
244552	3251 Flower Patch Crt, Mississauga ON L5N 6B2	
248734	79 Heathcliffe Dr, Woodbridge ON L4H 0V2CA	

This is Exhibit "LL" 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

ASSIGNMENT OF MATERIAL PROJECT AGREEMENTS

BETWEEN:

GSC Solar Leasing LP (together with its successors and permitted assigns, the "**Assignor**"), by its general partner, GSC Solar Leasing GP Inc.

-and-

Deutsche Bank Trust Company Americas, by, on behalf of and as collateral agent for the Secured Creditors (together with its successors and permitted assigns, the "**Collateral Agent**")

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of March 19, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrower, the lenders named on the signature pages thereto (together with such additional persons who may become lenders from time to time pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, as collateral agent, the Lenders have agreed to finance, as applicable, the development, construction, acquisition, ownership, operation and maintenance of solar projects located in the Province of Ontario, Canada upon the terms and conditions contained therein.

B. The Collateral Agent is to act as collateral agent under the Credit Agreement to, *inter alia*, hold for the rateable benefit of itself and the other Secured Creditors any and all security for the payment and performance of the Assignor's obligations under the Credit Agreement and the other Financing Documents to which it is a party.

C. The Assignor is, or will become, a party to certain Material Project Agreements.

D. Pursuant to the Credit Agreement, the Assignor has agreed to assign to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of its right, title and interest in and to the Material Project Agreements as security for the payment and performance of the Assignor's obligations to the Secured Creditors under the Credit Agreement and the other Financing Documents to which it is a party (collectively, the "**Obligations**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

Each word and expression (capitalized or not) defined or given an extended meaning in the Credit Agreement, and not otherwise defined herein, is used in this Agreement with the respective defined or extended meaning assigned in the Credit Agreement.

1.2 References to Agreements and Documents

Each reference in this Agreement to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document (including any attached schedules, appendices and exhibits) as from time to time amended, varied, supplemented, restated or otherwise modified.

1.3 Headings, Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**", "**hereunder**", and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless otherwise indicated or unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, words and expressions (including words and expressions (capitalized or not) defined or given extended meanings) in the singular include the plural and vice versa and words importing gender shall include all genders (the necessary changes being made to fit the context). The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

1.5 References to Material Project Agreements in this Agreement

References to "**Material Project Agreements**" herein shall be deemed to refer only to those Material Project Agreements to which the Assignor is party from time to time.

ARTICLE 2

SECURITY

2.1 Grant of Security

The Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and grants a security interest (the "**Security Interest**") in, to and in favour of the Collateral Agent, in trust for the rateable benefit of itself and the other Secured Creditors, as general and continuing collateral security for the payment and performance of the Obligations, all right, title, estate, interest and benefit of the Assignor in, to and under the Material Project Agreements and all rights, benefits, powers and advantages

of the Assignor to be derived therefrom and all covenants, obligations and agreements thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor but without assumption of any liabilities thereunder until the specific assumption thereof by the Collateral Agent as contemplated by Section 2.4 or otherwise pursuant to Section 3.1 hereof.

2.2 Attachment

The Assignor acknowledges that (i) value has been given to it by the Secured Creditors, (ii) it has (or will have) rights in the Material Project Agreements, and (iii) neither it nor the Collateral Agent has agreed to postpone the time of attachment of the Security Interest.

2.3 Dealing with Material Project Agreements

This Agreement and the covenants and conditions contained herein shall take effect forthwith provided that so long as no Event of Default has occurred and is continuing and notice from the Collateral Agent to the Assignor that the security herein is being enforced and subject to the express provisions hereof and the provisions of the Credit Agreement, the Assignor may deal with the Material Project Agreements and each of the respective parties thereto in the ordinary course of business.

2.4 No Liability Until Assumption by Collateral Agent

Nothing herein contained shall render the Collateral Agent or the Secured Creditors, or their respective agents, employees or any other person for whom the Collateral Agent or the Secured Creditors are in law responsible, or any of them, liable to any person for the fulfillment or non-fulfillment of the obligations, covenants and agreements, including but not limited to the payment of any monies thereunder or in respect thereof, of the Assignor under any Material Project Agreement, arising prior to the date on which the Collateral Agent has provided to the Assignor notice that the security herein is being enforced, in whole or in part, and that the Collateral Agent (or a Receiver, as defined below) has assumed the obligations, control and administration of the said Material Project Agreement on a go-forward basis. The Assignor hereby indemnifies and agrees to save and hold harmless the Collateral Agent and the other Secured Creditors from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever (unless caused by the gross negligence or wilful misconduct of the Collateral Agent or the other Secured Creditors) of any person arising directly or indirectly from or out of any such Material Project Agreements which exist, or arise for and in respect of the period prior to the effective assumption by the Collateral Agent (or another authorized party on the Secured Creditors' behalf) of each such Material Project Agreement, and the Assignor shall ensure each such Material Project Agreement, or a separate instrument executed by the other party to each such document, provides that the sole remedy of the other contracting party to each such Material Project Agreement shall be against the Assignor, and not the Collateral Agent or any of the other Secured Creditors, in respect of any liability incurred or arising during the period up to the effective date of assumption thereof by the Collateral Agent as aforesaid.

2.5 Notice and Registration

The Collateral Agent shall have the right at any time to serve this Agreement or notice thereof on any one or more of the other parties to the Material Project Agreements.

2.6 No Assignment if Constituting Breach

Notwithstanding any other provision of this Agreement, this Agreement shall not constitute an agreement to assign, transfer or set over any part or the whole of any Material Project

Agreement if an attempted assignment thereof as contemplated hereunder without the consent of another party thereto would constitute a breach thereof, permit any person to terminate such Material Project Agreement, or in any material way affect the rights of the Assignor thereunder (unless such consent is obtained) or if such Material Project Agreement is expressly prohibited from assignment by its terms. If such consent is not obtained, or if an attempted assignment would materially affect the Assignor's rights thereunder with the result that the Collateral Agent would not obtain all such rights or if such Material Project Agreement is expressly prohibited from assignment by its terms, the Assignor shall hold all of its rights under any such Material Project Agreement in trust for the Collateral Agent and shall co-operate in any and all arrangements designed to provide to the Collateral Agent the benefits under such Material Project Agreement, including the enforcement of all rights of the Assignor thereunder against the other party or parties thereto.

2.7 Power of Attorney

(a) The Assignor irrevocably constitutes and appoints the Collateral Agent (and any of its officers) as attorney of the Assignor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Assignor, after an Event of Default that is continuing, whenever the Collateral Agent may consider it to be necessary or expedient, all such further acts, documents, matters and things which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the enforcement of the rights of the Collateral Agent hereunder. This power of attorney shall be deemed to be coupled with an interest.

(b) The Collateral Agent, as attorney of the Assignor and in its name, may, at any time and from time to time after the occurrence of any Event of Default that is continuing, exercise any of the rights, powers, authority, benefits, advantages and discretion which under the terms of the Material Project Agreements could be exercised by the Assignor with respect thereto.

(c) Following the occurrence and during the continuance of an Event of Default, if the Assignor fails to perform any obligation under any Material Project Agreement, the Collateral Agent may itself perform, or cause performance of, such obligation in the name of the Assignor, and the expenses of the Collateral Agent incurred in connection therewith shall bear interest at the highest interest rate per annum charged on the Obligations or any part thereof, shall become part of the Obligations, shall be secured under this Agreement and shall be payable by the Assignor forthwith upon demand.

ARTICLE 3

REMEDIES

3.1 Remedies

(a) Upon the occurrence of an Event of Default that is continuing and provided the Collateral Agent has given the Assignor written notice that the security herein is being enforced (it being understood that failure to give such notice shall not affect the rights and remedies of the Collateral Agent herein), in whole or in part, the Collateral Agent will have the rights and remedies set out below, all of which rights and remedies may be exercised from time to time separately or in combination and shall be in addition to, and not in

substitution for, any other rights and remedies of the Collateral Agent and the other Secured Creditors however created:

(i) appoint in writing a receiver or receiver and manager or agent (each herein referred to as a "**Receiver**") of the Material Project Agreements (which term when used in this Section 3.1 shall include all or any part of the Material Project Agreements) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Material Project Agreements; and the term "**Collateral Agent**" when used in this Article 3 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Collateral Agent in appointing or refraining from appointing any Receiver, shall not incur any liability to the Receiver, the Assignor or otherwise and shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) realize, sell, transfer (in whole or in part, on a temporary or absolute basis) or otherwise deal with the relevant Material Project Agreements in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Assignor (except as otherwise required by Applicable Law);

(iii) collect, realize and apply any proceeds realized under the relevant Material Project Agreement in discharge of the Obligations as directed in writing by the Administrative Agent to the Collateral Agent and if there is any surplus remaining, the Collateral Agent may (at the written direction of the Administrative Agent) pay it to any person having a claim thereto in priority to the Assignor of whom the Collateral Agent has knowledge and any balance remaining must be paid to the Assignor, and if the realization of such proceeds fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Assignor will be liable to pay any deficiency to the Collateral Agent forthwith on demand;

(iv) give any and all notices required to be given by the Assignor under the relevant Material Project Agreements;

(v) independently manage, administer (or appoint a third party to do so) and otherwise enforce and exercise any and all rights of the Assignor under the relevant Material Project Agreements and otherwise assume any such Material Project Agreements upon notice as contemplated in Sections 2.4 and 3.1; and

(vi) in the name of the Assignor, do or cause to be done any and all acts and things under the relevant Material Project Agreements, receive and enforce performance under the relevant Material Project Agreements and adjust and settle all matters relating to such performance.

(b) The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred for services rendered (including legal advice and services) in connection with the foregoing and such sums shall be added to the Obligations hereby secured.

(c) The Collateral Agent and the other Secured Creditors shall not be obliged, either prior to or following the assumption of any Material Project Agreements, to exercise any rights under any Material Project Agreement and in particular shall not be liable or responsible for any failure to collect, realize, sell or obtain payment of any monies owing under any Material Project Agreement and shall not be bound to institute proceedings for the purposes of collecting, realizing or obtaining payment of any monies owing under any Material Project Agreement, in each case, for the purposes of preserving any rights of the Collateral Agent, the Assignor or any other person in respect of any Material Project Agreement. The exercise of any rights and remedies by the Collateral Agent shall be without prejudice to the rights of the Collateral Agent and the other Secured Creditors in respect of the Obligations, including the right to claim for any deficiency.

(d) The Collateral Agent may grant extensions of time or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Assignor, debtors of the Assignor, sureties and others and other security as the Collateral Agent may see fit without prejudice to any claims of the Collateral Agent or the Secured Creditors, or any of them, against the Assignor or to the rights in respect of the security hereby constituted.

3.2 Concerning the Receiver

The identity of the Receiver, its replacement and its remuneration shall be within the sole and unfettered discretion of the Collateral Agent. Any Receiver appointed by the Collateral Agent shall act as agent for the Collateral Agent for the purposes of dealing with the Material Project Agreements, but otherwise and for all other purposes (except as provided below), as agent for the Assignor.

3.3 Dealings with Third Parties

No person dealing with the Collateral Agent or any of the other Secured Creditors shall be required to determine (i) whether the security herein has become enforceable, (ii) whether the powers which such person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Collateral Agent or the other Secured Creditors by the Assignor, or (iv) how any money paid to the Collateral Agent or the other Secured Creditors has been applied.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Assignor

The Assignor represents and warrants to the Collateral Agent and the other Secured Creditors that all of the representations and warranties given by the Assignor in the Credit Agreement are true and accurate.

ARTICLE 5
GENERAL

5.1 Further Assurances

The Assignor agrees to take such actions and execute and deliver such documents as may be reasonably requested by the Collateral Agent from time to time in order to give effect to the terms, conditions, provisions, purpose and intent of this Agreement.

5.2 No Merger

This Agreement shall not operate by way of a merger of the Obligations or of any guarantee, agreement or other document by which the Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of the Assignor to pay and perform the Obligations nor shall the acceptance of any payment or alternate security constitute or create any novation. No covenant, obligation, representation or warranty of the Assignor herein shall merge in any judgment.

5.3 No Waiver

No delay or failure by the Collateral Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

5.4 Change

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the parties hereto unless that agreement is in writing and signed by all of the parties hereto. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by the parties sought to be bound thereby.

5.5 Notice

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

5.6 Time of the Essence

Time is and shall remain of the essence of this Agreement and each of its provisions.

5.7 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

5.8 Successors and Assigns

This Agreement and the rights and obligations of the Collateral Agent hereunder may be assigned and transferred by the Collateral Agent to any successor or replacement Collateral Agent appointed by the Secured Creditors or the Collateral Agent, as applicable, pursuant to the Credit Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Collateral Agent hereunder. The Assignor may not assign this Agreement or any right or obligation hereunder without the prior written consent of the Collateral Agent. This Agreement shall enure to the benefit of each of the Secured Creditors and any Receiver and their respective successors and assigns and shall be binding upon the Assignor, its legal representatives (including receivers) and its successors and permitted assigns. Each reference in this Agreement to any person (including the Assignor and any Secured Creditor) shall (to the extent the context so admits) be construed so as to include the successors of that person and, in the case of each of the Assignor and each Secured Creditor, the assigns of that person only as permitted by the Credit Agreement.

5.9 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment of a court of competent jurisdiction, to the fullest extent permitted by Applicable Law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction. The Assignor shall, at the request of the Collateral Agent, negotiate in good faith with the Collateral Agent to replace any invalid or unenforceable provision contained in this Agreement with a valid and enforceable provision that has the commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by Applicable Law.

5.10 Additional Continuing Security

This Agreement and the security herein are in addition to and not in substitution for any other security now or hereafter held by the Collateral Agent and the other Secured Creditors in respect of the Obligations. This Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Collateral Agent.

5.11 Discharge

(a) The security granted hereby and the obligations of the Assignor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations and, the Collateral Agent shall, upon the written request of the Assignor and at the expense of the Assignor, cancel and discharge the Security Interest and execute and deliver to the Assignor such documents as shall be requisite to discharge the Security Interest.

(b) In the event of disposition of Assets by the Assignor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall cancel and discharge the Security Interest as it relates to any property so disposed and execute and deliver to the Assignor such documents necessary to discharge the Security Interest as it relates to any property so disposed.

5.12 Credit Agreement

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern and apply to the extent of the conflict or inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Secured Creditors under this Agreement after the security has become enforceable. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Collateral Agent and the Assignor with respect to the subject matter hereof except as expressly set forth herein or in the other Financing Documents.

5.13 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

5.14 Receipt of Copy

The Assignor acknowledges receipt of an executed copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under any personal property security statutes of any jurisdiction selected by the Collateral Agent in respect of this Agreement. To the extent permitted by Applicable Laws, the Assignor irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under any personal property security statutes by the Collateral Agent or any other Secured Creditor in respect of this Agreement and releases any and all claims or causes of action it may have against the Collateral Agent and the Secured Creditors for failure to provide any such copy.

5.15 Language

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been drawn and will be drawn in English. *Les signataires à la présente confirment leur volonté que cette convention, de même que les documents s'y rattachant, soient rédigés en anglais seulement.*

5.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by one party to this Agreement to the other by facsimile transmission or e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GSC SOLAR LEASING LP, by its general partner, GSC SOLAR LEASING GP INC.

By: _____

Name: Jason Hibbard
Title: President

By: _____

Name
Title

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____

Name Annie Jaghatspanyan
Title Vice President

By: _____

Name ROBERT S. PESCHLER
Title VICE PRESIDENT

This is Exhibit "MM" 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

ASSIGNMENT OF INSURANCE AGREEMENT

BETWEEN:

GSC Solar Leasing LP (together with its successors and permitted assigns, the "**Assignor**"), by its general partner, GSC Solar Leasing GP Inc.

- and -

Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of the date hereof (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become lenders from time to time pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to finance, as applicable, the development, construction, acquisition, ownership, operation and maintenance of solar projects located in the Province of Ontario, Canada upon the terms and conditions contained therein.

B. The Collateral Agent is to act as collateral agent under the Credit Agreement to, *inter alia*, hold in trust for the rateable benefit of itself and the other Secured Creditors any and all security for the payment and performance of the Assignor's obligations under the Credit Agreement and the other Financing Documents to which it is a party.

C. Pursuant to the Credit Agreement, the Assignor has agreed to execute and deliver this assignment of insurance to and in favour of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors as security for the payment and performance of the Assignor's Obligations to the Secured Creditors under and as defined in the Credit Agreement and the other Financing Documents to which it is a party.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Each word and expression (capitalized or not) defined or given an extended meaning in the Credit Agreement, and not otherwise defined herein, is used in this Agreement with the respective defined or extended meaning assigned in the Credit Agreement.

1.2 References to Agreements and Documents

Each reference in this Agreement to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document (including any attached schedules, appendices and exhibits) as from time to time amended, varied, supplemented, restated or otherwise modified.

1.3 Headings, Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**", "**hereunder**", and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless otherwise indicated or unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, words and expressions (including words and expressions (capitalized or not) defined or given extended meanings) in the singular include the plural and vice versa and words importing gender shall include all genders (the necessary changes being made to fit the context). The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

ARTICLE 2
ASSIGNMENT OF INSURANCE

2.1 Security

The Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and grants a security interest in, to and in favour of the Collateral Agent, in trust for the rateable benefit of itself and the other Secured Creditors, as and by way of a collateral assignment and security interest in all of its right, title, estate, benefit and interest (as its interests may appear) in, to, under and in respect of:

(a) all insurance required to be maintained pursuant to the Credit Agreement, including the insurance policies listed in Schedule A, as such polices may be renewed, amended, restated, replaced or otherwise modified from time to time (collectively, the "**Insurance**");

(b) all right, title and interest in and its benefit, power and advantage to be derived from the Insurance and all of its covenants, obligations, agreements and undertakings and right to enforce its rights thereunder in its name;

(c) all revenues, proceeds and other monies now due and payable or hereafter to become due and payable to it in respect of the Insurance (including all premiums paid in advance and any interest thereon) or to be derived therefrom, if any, with the Assignor's full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other monies; and

(d) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to the Insurance,

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all of its rights, remedies, powers, privileges and claims thereunder (whether arising pursuant thereto or available to it at law or in equity) (collectively, the "**Collateral**"), to hold and receive the same unto the Collateral Agent with full power and authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same, all in accordance with and subject to the terms of the Credit Agreement.

2.2 Security Interests

The security interests granted hereby (the "**Security Interest**") secure the payment and performance of the Obligations.

2.3 Attachment

The Assignor acknowledges that (i) value has been given to it by the Secured Creditors, (ii) it has rights in the Collateral, and (iii) neither it nor the Collateral Agent has agreed to postpone the time of attachment of the Security Interest.

2.4 Enforcement and Remedies

The Collateral Agent agrees that it will not enforce its rights in respect of the Collateral as collateral security until the occurrence of, and other than during the continuance of, an Event of Default.

2.5 Appointment of Attorney

The Assignor irrevocably constitutes and appoints the Collateral Agent (and any of its officers) as its attorney (with full power of substitution) following the occurrence and during the continuance of an Event of Default to do, make and execute, in its name and on its behalf all such further acts, documents, matters and things which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this assignment of insurance. Following the occurrence and during the continuance of an Event of Default, the Collateral Agent or its nominees and transferees are empowered to exercise all rights and powers and to perform all acts of ownership with respect to the Insurance (and policies thereof) to the same extent as the Assignor might do. All acts of any such attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing in connection therewith, except for its own gross negligence or wilful misconduct. This power of attorney shall be deemed to be coupled with an interest.

ARTICLE 3
GENERAL

3.1 No Merger

This Agreement shall not operate by way of a merger of the Obligations or of any guarantee, agreement or other document by which the Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of the Assignor to pay and perform the Obligations nor shall the

acceptance of any payment or alternate security constitute or create any novation. No covenant, obligation, representation or warranty of the Assignor herein shall merge in any judgment.

3.2 Receipt of Copy

The Assignor acknowledges receipt of an executed copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under any personal property security statutes of any jurisdiction in respect of this Agreement. To the extent permitted by Applicable Laws, the Assignor irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under any personal property security statutes by the Collateral Agent or any other Secured Creditor in respect of this Agreement and releases any and all claims or causes of action it may have against the Collateral Agent and the other Secured Creditors for failure to provide any such copy.

3.3 No Waiver

No delay or failure by the Collateral Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

3.4 Change

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the parties hereto unless that agreement is in writing and signed by all of the parties hereto. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by the parties sought to be bound thereby.

3.5 Notices

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

3.6 Time of the Essence

Time is and shall remain of the essence of this Agreement and each of its provisions.

3.7 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

3.8 Entire Agreement

There are no representations, warranties, covenants, agreements or acknowledgments whether direct or collateral, express or implied, that form part of or affect this Agreement, other than as expressed herein or in any other Financing Document. The execution of this Agreement has not been induced by, nor does the Assignor rely upon or regard as material, any representations, warranties,

conditions, other agreements or acknowledgments not expressly made in this Agreement and the other written agreements and other documents to be delivered pursuant hereto or contemporaneously herewith.

3.9 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment of a court of competent jurisdiction, to the fullest extent permitted by Applicable Law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction.

3.10 Discharge

(a) The security granted hereby and the obligations of the Assignor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations and, the Collateral Agent shall, upon the written request of the Assignor and at the expense of the Assignor, cancel and discharge the Security Interest and execute and deliver to the Assignor such documents as shall be requisite to discharge the Security Interest.

(b) In the event of disposition of Assets by the Assignor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall cancel and discharge the Security Interest as it relates to any property so disposed and execute and deliver to the Assignor such documents necessary to discharge the Security Interest as it relates to any property so disposed.

3.11 Successors and Assigns

This Agreement and the rights and obligations of the Collateral Agent hereunder may be assigned and transferred by the Collateral Agent to any successor or replacement agent appointed by the Collateral Agent or the other Secured Creditors, as applicable, in accordance with the Credit Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Collateral Agent hereunder. The Assignor may not assign this Agreement or any right or obligation hereunder without the prior written consent of the Collateral Agent. This Agreement shall enure to the benefit of each of the Secured Creditors and their respective successors and assigns and shall be binding upon the Assignor and its legal representatives (including receivers) and its successors and permitted assigns. Each reference in this Agreement to any person (including the Assignor and any Secured Creditor) shall (to the extent the context so admits) be construed so as to include the successors of that person and in the case of each of the Assignor and each Secured Creditor, the assigns of that person only as permitted by the Credit Agreement.

3.12 Further Assurances

The Assignor agrees to take such actions and execute and deliver such documents as may be reasonably requested by the Collateral Agent from time to time in order to give effect to the terms, conditions, provisions, purpose and intent of this Agreement.

3.13 Credit Agreement to Govern

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and if there is any conflict or inconsistency

between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern and apply to the extent of the conflict or inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Secured Creditors under this Agreement after the security has become enforceable.

3.14 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

3.15 Language

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been drawn and will be drawn in English. *Les signataires à la présente confirment leur volonté que cette convention, de même que les documents s'y rattachant, soient rédigés en anglais seulement.*

3.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by one party to this Agreement to the other by facsimile transmission or e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof

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IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GSC SOLAR LEASING LP, by its general partner, GSC SOLAR LEASING GP INC.

By: _____
Name: Jason Hibbard
Title: President

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

Name: Annie Jaghatspanyan
Title: Vice President

Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

SCHEDULE A
INSURANCE POLICIES

1. Policy Number SO174621701 (Commercial General Liability)

2. Policy Number S0174621701 (Property and Equipment Breakdown)

CERTIFICATE OF INSURANCE

March 16 (Revised)

AGENT/BROKER
HUGH WOOD CANADA LTD.
4120 Yonge Street, Suite 201
Toronto, Ontario M2P 2B8
Tel: (416) 229-6600 Fax: (416) 229-6800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER AND IMPOSES NO LIABILITY ON THE INSURER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A — GCube Insurance Services, Inc.

INSURED:
Grasshopper Solar Corporation o/a GSC Solar Fund I GP Inc. a/o GSC Solar Fund I LP a/o GSC Solar Leasing GP Inc. a/o GSC Solar Leasing LP
5935 Airport Rd, Suite 210
Mississauga, ON L4V 1W5

COMPANY LETTER B

COMPANY LETTER C

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policies period indicated notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. Limit shown may have been reduced by paid claims.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY TERM (YY/MM/DD)	LIMITS OF LIABILITY	
A	COMMERCIAL GENERAL LIABILITY ☒ OCCURRENCE ☐ CLAIMS MADE	SO174621701	2017-NOV-30 TO 2018-NOV-30	Each Occurrence Limit General Aggregate Aggregate Limit – Products & Completed Operations Personal Injury Limit Tenants' Legal Liability Non-Owned Auto Liability Limited Pollution Liability DEDUCTIBLES – Each Loss	$10,000,000 $10,000,000 $10,000,000 $10,000,000 $1,000,000 $10,000,000 $10,000,000 $5,000
A	PROPERTY & EQUIPMENT BREAKDOWN ☒ ALL RISK including Mechanical Breakdown, Flood, Earthquake, Sewer Back Up. Subject to all terms and conditions of the GCube Policy. Subject otherwise to the terms & conditions of the form.	SO174621701	2017-NOV-30 TO 2018-NOV-30	Equipment Value Business Interruption (12 mos) (See attached Master SOV for value per site) Replacement Cost Stated Amount Clause Installation Floater Fire Fighting Expenses Ingress / Egress KEY SUB-LIMITS (5% of limit) Contingent Business Interruption Debris Removal Land/Water Pollution Clean Up Extra Expense Expediting Expenses Property in Transit Unnamed Locations Professional Fees Obstruction by Civil Authority DEDUCTIBLES: All Losses except; Flood Earthquake / Windstorm Business Interruption (Waiting Period) except;	$51,366,090 $7,112,500 Included Included Included Included Included $2,500 $2,500 5%/min $100,000 20 Days

				Business Interruption (Waiting Period) – Earthquake / Windstorm	30 Days

DESCRIPTION OPERATIONS: Installation and operation of residential rooftop solar systems

(i) Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent and Collateral Agent and (ii) Deutsche Bank Securities Inc., in its capacity as Technical Agent and (iii) the lenders party to that credit agreement dated on or about March 15, 2018 between, among others GSC Solar Fund I LP and GSC Solar Fund II LP, the Administrative Agent, the Collateral Agent and the financial institutions party thereto from time to time as lenders, and each of their respective successors and assigns are added as an Additional Insured but only for the vicarious liability arising from the acts of the Named Insured with respect to their operations *and* contractual obligations between the Named Insured and the Additional Insured

Deutsche Bank Trust Company Americas, in its capacity as Collateral Agent and its successors and assigns as First Loss Payee & Mortgagee with respect to the financed projects as per the Standard Mortgage Clause.

Waiver of Subrogation is in favour of Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent and Collateral Agent and its successors and assigns and the Lenders and their successors and assigns.

Policies are Primary and Non-Contributing.

CERTIFICATE HOLDER

Deutsche Bank Trust Company Americas, in its capacity as Administrative Agent and Collateral Agent
60 Wall Street, 16th Floor
MS: NYC60-1630
New York, NY 10005

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will give sixty (60) days written notice to the certificate holder named herein under the Property and Equipment Breakdown policy and the Commercial General Liability policy.

HUGH WOOD CANADA LTD.
PER:



AUTHORIZED REPRESENTATIVE

This is Exhibit "NN" 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

BLOCKED ACCOUNTS AGREEMENT

THIS BLOCKED ACCOUNTS AGREEMENT (this "**Agreement**") is dated as of March 19, 2018,

A M O N G :

GSC SOLAR LEASING LP
as the "**Debtor**"

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS
as the "**Secured Party**"

- and -

ROYAL BANK OF CANADA
as "**RBC**"

RECITALS

The Debtor and the Secured Party, as Administrative Agent and Collateral Agent, and the lenders party thereto from time to time, among others, are party to a credit agreement dated as of March 19, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

The Credit Agreement contemplates the implementation of certain cash management arrangements and each of the Debtor and the Secured Party have requested that RBC provide cash management arrangements.

RBC has agreed to provide the cash management arrangements as provided for in, and subject to the terms of, this Agreement.

FOR VALUE RECEIVED, the parties hereto agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions

In this Agreement:

(a) ***Activation Date*** means the date that is the third Business Day following RBC's receipt of the Activation Notice.

(b) ***Activation Notice*** means a notice from the Secured Party to RBC in the form appearing at Schedule B hereto.

(c) ***Branch of Account*** means the branch of RBC located at 6205 Airport Road, Mississauga, ON L4V 1E1.

(d) ***Business Day*** means any day (other than a Saturday or Sunday) on which the Branch of Account is open for business to the public.

(e) ***Cheques*** means all cheques, money orders, wire transfers, notes, drafts and other orders for payment of money or other remittances payable to the Debtor.

(f) ***Payment Rules*** means the rules established from time to time by Payments Canada to govern the clearing and settlement of payment items within the national clearing and settlement system.

(g) ***Receivables*** means all present and future accounts, accounts receivable, debts and book debts of any nature or type of the Debtor.

1.2 Interpretation

In interpreting this Agreement, the headings and the division of the Sections are inserted for convenience only and are to be ignored in construing this Agreement; all references to Sections, subsections, clauses and Schedules are to Sections, subsections, clauses and Schedules to this Agreement; the words "hereto," "herein," "hereof," "hereunder," "this Agreement" and similar expressions mean this Agreement as a whole and not any particular Section, subsection, clause or Schedule unless expressly so stated; grammatical variations of any term defined herein shall have similar meanings and words importing the singular shall include the plural and vice versa; reference herein to any agreement or other document shall be deemed to include reference to such agreement or other document as the same may from time to time be amended, supplemented, restated or otherwise modified.

SECTION 2
BLOCKED ACCOUNTS OPERATION

2.1 Blocked Accounts

Commencing on the first Business Day after the Activation Date (the "**Sweep Commencement Date**"), RBC shall transfer, on each Business Day, all amounts on deposit in or credited to the depository accounts in the name of the Debtor described in Schedule A hereto as blocked accounts (each a "**Blocked Account**" and, collectively, the "**Blocked Accounts**") to the Secured Party's accounts described in Schedule A hereto as collection accounts (each a "**Collection Account**" and, collectively, the "**Collection Accounts**").

Commencing with the Sweep Commencement Date, transfers of amounts from the Blocked Accounts to the Collection Accounts pursuant to the terms of this Agreement shall be effected in accordance with RBC's banking practices on each Business Day on which amounts are on deposit in the Blocked Accounts.

2.2 Instructions

(a) Prior to the Activation Date, the Blocked Accounts shall be subject to instructions, written or otherwise, given only from the Debtor which alone, as between the Debtor and the Secured Party, shall have all authority and right in connection with the Blocked

Accounts. RBC shall be entitled to act upon the instructions of any person who RBC believes is a person authorized to act on behalf of, or to give instructions for, the Debtor.

(b) The Secured Party and the Debtor acknowledge that, prior to the Activation Date, the Blocked Accounts are or may be subject to debits and funds transfers therefrom (including, without limitation, funds transfers to or for the benefit of the Debtor) and other instructions, which transfers and instructions may be communicated, initiated or effected by the Debtor either in writing, verbally and/or by mechanical or electronic means pursuant to various account and service agreements or arrangements with RBC from time to time (collectively, the "**Service Agreements**"). The Debtor and the Secured Party acknowledge and agree that, notwithstanding anything to the contrary contained in any of the Service Agreements or otherwise, RBC shall no longer be required to be bound by, observe, perform or comply with, any of the Service Agreements following the receipt by RBC of the Activation Notice and RBC may, in its sole discretion, terminate any or all of the Service Agreements or any portions or parts thereof at any time following the receipt by RBC of the Activation Notice, all without requirement for any notice of termination or any other notice to the Debtor or the Secured Party whatsoever, and each of the Debtor and the Secured Party hereby waives and releases RBC from and against any and all claims, losses, costs and damages that each of them may incur or suffer as a result of any such termination and the absence of any notice thereof. For greater certainty, nothing herein, including (without limitation) any termination by RBC of any of the Service Agreements, is intended to or shall result in: (i) the Debtor being released from any liabilities or obligations to RBC arising under or in connection with any of the Service Agreements, or (ii) RBC being released from any notice obligation arising under Section 5.6 of this Agreement in respect of any termination of this Agreement by RBC.

(c) Notwithstanding anything to the contrary herein, the Debtor and Secured Party agree that RBC will be fully protected in acting on any and all instructions initiated or given prior to the Activation Date by the Debtor in connection with this Agreement and/or any of the Blocked Accounts, all without making any inquiry as to the right or authority of the Debtor to initiate or give the instructions or as to the application of any payment or transfer made pursuant thereto.

(d) On and after the Activation Date and until termination of this Agreement, the Blocked Accounts shall be subject to the instructions of the Secured Party given pursuant to the Activation Notice. RBC shall be entitled to act upon the Activation Notice and any notice received from the Secured Party relating to the Collection Accounts as contemplated by Section 5.11 hereof.

SECTION 3
FEES, EXPENSES, CHARGEBACKS AND INDEMNITY

3.1 Waiver of RBC's Rights

On and after the Activation Date, RBC waives and agrees not to assert, claim or endeavour to exercise any right of deduction, set-off, pledge or other right or claim with respect to the Blocked Accounts, or the funds therein, except as otherwise contemplated or provided for in this Agreement. For greater

certainty, "RBC" as used in this Section shall mean Royal Bank of Canada solely in its capacity as the financial institution providing cash management services in respect of the Blocked Accounts as provided for herein, and shall not refer to or include Royal Bank of Canada in any other capacity including, without limitation, in the capacity of a lender, secured creditor or provider of any other product or service to, or for the benefit of, the Debtor from time to time.

3.2 Debtor's Fee Obligations

The Debtor hereby agrees that it is responsible for all fees and expenses established by RBC from time to time for the services provided for hereunder (collectively, the "**fees and expenses**"). Notwithstanding the provisions of Section 3.1 hereof, if any of the fees and expenses are not paid by the Debtor when due, RBC shall be entitled to automatically debit from time to time, by mechanical, electronic or manual means, any of the accounts of the Debtor that the Debtor maintains with RBC (other than, initially, any Blocked Accounts) for such fees and expenses. If there are insufficient funds in such accounts for RBC to recover the fees and expenses, RBC may automatically debit from time to time, by mechanical, electronic or manual means, any of the Blocked Accounts in an amount equal to the deficiency of funds for such fees and expenses. RBC shall be entitled to effect such debits both before and after the Activation Date.

3.3 Chargebacks

Notwithstanding the provisions of Section 3.1 hereof, RBC shall be entitled to automatically debit, from time to time, by mechanical, electronic or manual means, any one or more of the Blocked Accounts and any other account of the Debtor held with RBC at any time for:

(a) the amount of any Cheque deposited on or after the date hereof in a Blocked Account or any other account of the Debtor with RBC which is subsequently returned to RBC for any reason whatsoever ("**Returned Amounts**"); and

(b) the amount of any required adjustments due to clerical errors or calculation errors directly related to any Blocked Account or any other account of the Debtor held with RBC ("**Error Amounts**", and together with the Returned Amounts, the "**Chargebacks**").

Additionally, if RBC has transferred to a Collection Account the funds on deposit in a Blocked Account in respect of which RBC is entitled to a Chargeback, and the funds in the Blocked Accounts are insufficient to cover the amount of the relevant Chargeback, the Secured Party shall pay to RBC the amount of the Chargeback not recoverable from the Blocked Accounts within ten (10) Business Days of receipt of a statement signed by RBC confirming the details of such Chargeback; provided, however, that the Secured Party shall only be required to make any such payment if RBC has made such request for payment in the case of (i) a Returned Amount, within ninety-five (95) days after the date the value represented by the Returned Amount was transferred to a Collection Account or otherwise paid to or to the order of the Secured Party, and (ii) an Error Amount, within eighty-five (85) days after the error forming the basis of the Error Amount was made.

3.4 Indemnity

(a) Subject to Subsection 3.4(b) below, the Debtor and the Secured Party hereby jointly and severally agree to pay, indemnify and hold harmless RBC and each of its directors, officers and employees (collectively, the "**Indemnified Parties**") from and against any and all losses, liabilities, costs,

claims and expenses incurred by each of the Indemnified Parties in connection with or with respect to the performance of, or compliance with, this Agreement by any of the Indemnified Parties (collectively, the "**Indemnity Amounts**"), unless arising from an Indemnified Party's own gross negligence or wilful misconduct.

(b) In connection with the indemnity provided for in Subsection 3.4(a) above: (i) the indemnity obligation of the Secured Party provided for therein shall not apply to any Indemnity Amounts relating to the performance or compliance with this Agreement by any of the Indemnified Parties at any time prior to the receipt by RBC of the Activation Notice, and (ii) before making demand upon the Secured Party in respect of the indemnity obligation provided for under this Section 3.4, RBC shall first make demand upon the Debtor for payment of the Indemnity Amounts. RBC and the Secured Party agree that, to the extent that any Indemnity Amounts have not been received by RBC from the Debtor within five (5) Business Days following demand therefor, the Secured Party shall pay all unpaid Indemnity Amounts to RBC within five (5) Business Days following demand being made upon the Secured Party therefor.

3.5 Court Orders

In the event that RBC is served with a court order which directs RBC to place a hold on funds in, or to be deposited to, the Blocked Accounts or any of them, or which otherwise extends to or deals with such funds or the Blocked Accounts, notwithstanding anything to the contrary contained herein, RBC is hereby authorized to act in accordance with such court order. RBC shall, no later than two (2) Business Days following any request by the Debtor or the Secured Party therefor, provide to the Secured Party or the Debtor, as the case may be, a copy of any such order, if it is legally permissible to do so.

SECTION 4
CENTRALIZED BANKING AND
OTHER CASH MANAGEMENT ARRANGEMENTS

4.1 Acknowledgement of Centralized Banking and Other Cash Management Arrangements.

Each of the parties hereto acknowledges and agrees to the following:

(a) RBC may, in its sole discretion, provide the Debtor with centralized banking arrangements and other cash management arrangements, which arrangements involve or may involve from time to time some or all of the Blocked Accounts and/or any other accounts in the name of the Debtor at RBC, and which arrangements may also involve the netting, setting off or zero-balancing, on a daily or such other basis as the case may be, of any amounts in one or more of the Blocked Accounts and/or any other accounts in the name of the Debtor at RBC (all accounts involved in such arrangements are referred to as the "**CBA Accounts**", and such centralized banking arrangements and other cash management arrangements are referred to herein as the "**Banking Arrangements**"). For greater certainty, nothing in this Agreement shall require RBC to provide any Banking Arrangements to the Debtor; and

(b) notwithstanding anything to the contrary contained herein and except as may otherwise be required by law, nothing herein shall be deemed to prevent, detract from or otherwise affect the Banking Arrangements or RBC in complying with or otherwise performing or exercising its rights, obligations and duties with respect to the same (including, without limitation, any netting, setting off or zero-balancing of amounts

involving any or all of the CBA Accounts), until the date on which RBC receives the Activation Notice.

4.2 Acknowledgement and Release re: Banking Arrangements following Activation Notice.

Each of the Debtor and Secured Party hereby acknowledges and agrees as follows:

(a) at any time following the receipt by RBC of the Activation Notice, RBC may, in its sole discretion, terminate any or all of the Banking Arrangements, all without any notice, whatsoever, being given by RBC to the Debtor or the Secured Party (provided that, with respect to any Banking Arrangements that extend to the Blocked Accounts, following the receipt by RBC of the Activation Notice, RBC agrees to terminate such Banking Arrangements as they relate to the Blocked Accounts by no later than the Activation Date) and, if so terminated by RBC, such Banking Arrangements shall cease and RBC shall have no further obligations or duties arising under or in connection with any such terminated Banking Arrangements;

(b) prior to the termination of any Banking Arrangements as provided for in Section 4.2(a), RBC may continue and is hereby authorized to comply with, and otherwise perform or exercise any or all of its rights, obligations and duties with respect to, the Banking Arrangements including, without limitation, the netting, setting off and/or zero-balancing of amounts involving any or all of the CBA Accounts; and

(c) each of the parties hereto irrevocably releases, remises, and forever discharges RBC of and from any and all actions, causes of action, proceedings, suits, duties, claims, covenants, contracts, losses, liabilities, damages, and expenses whatsoever, which such party may have against RBC, whether now or in future, in connection with or by reason of any of the following: (i) any of the Banking Arrangements ceasing at any time following the receipt by RBC of the Activation Notice, (ii) RBC ceasing to observe, comply with or otherwise perform or exercise any of its rights, obligations or duties under the Banking Arrangements at any time following its receipt of the Activation Notice, and (iii) the absence of any prior or other notice being provided to the Debtor or the Secured Party of the matters referenced in clauses (i) and (ii) directly above. For greater certainty, nothing herein, including termination of the Banking Arrangements, is intended to or shall result in the Debtor being released from any liabilities or obligations of the Debtor to RBC arising under or in connection with any of the Banking Arrangements.

SECTION 5
GENERAL PROVISIONS

5.1 Limitation of RBC's Liability

RBC undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Blocked Accounts with the degree of skill and care that RBC generally accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement to the contrary, it is agreed by the parties hereto that:

(a) RBC shall not be liable for any action taken by it or any of its directors, officers or employees in accordance with this Agreement, except for its or their own gross negligence or wilful misconduct;

(b) in no event shall RBC be liable for losses or delays resulting from computer malfunctions or interruption of communication facilities which are beyond RBC's reasonable control or from other causes which are beyond RBC's reasonable control or from force majeure or for indirect, special or consequential damages; and

(c) with respect to any instructions given to, or requests made of, RBC in connection with this Agreement, in no event shall RBC be liable for any failure to comply with or satisfy the same if: (i) such failure resulted from circumstances or causes beyond RBC's reasonable control or from force majeure, (ii) compliance with or satisfaction of the same would have resulted in, or involved, RBC contravening or failing to comply with any standard or customary banking practise in the industry or any of RBC's banking policies or practises, or any law, regulation, order, rule (including, without limitation, any of the Payment Rules), or other matter or thing whatsoever having the force of law. Without limiting the generality of the foregoing, each of the Debtor and the Secured Party acknowledges and agrees that, notwithstanding any instructions or requests that may be given or made by either of them to such effect, RBC may be unable to reverse, unwind, retract, abandon or otherwise cancel any instructions or any actions or processes undertaken in respect of instructions given to RBC, once such instructions have been given to RBC and, in such circumstances, RBC shall have no liability to either of them for any such inability or failure.

5.2 Collection of Accounts

Notwithstanding anything in this Agreement to the contrary, neither the Secured Party nor RBC shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of any of this Agreement or any other agreement or the receipt by the Secured Party or RBC of any payment relating to such Receivable, nor shall the Secured Party or RBC be obligated in any manner to perform any of the obligations of the Debtor or any other person or party under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Receivable (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been hypothecated to it, or in which a security interest may have been created in its favour, or to which it may be entitled at any time or times.

5.3 Records

RBC shall maintain a record of all money, Cheques and other remittance items deposited in and transfers to the Blocked Accounts in accordance with RBC's standard procedures. Such records shall be considered true, accurate and complete and shall be conclusive and binding on all parties, subject to manifest error.

5.4 Provision of Information

Upon the written request of the Secured Party prior to the Activation Date, RBC shall provide to the Debtor and the Secured Party, at the Debtor's expense, monthly statements summarizing the daily activity in each Blocked Account. After the Activation Date, RBC shall provide to the Secured Party, at the Debtor's expense, such information compiled by RBC in accordance with the activity, on a daily, weekly or monthly basis, in each Blocked Account, as may be reasonably requested by the Secured Party in writing. At RBC's option, all or any part of such information may be provided by RBC in electronic or any other format. The Debtor hereby irrevocably consents to the release to the Secured Party by RBC of all such statements and information.

5.5 Confidentiality

Each of the Debtor and the Secured Party agrees to keep confidential this Agreement and all information relating to this Agreement (including, without limitation, the terms hereof and the terms of any prior draft relating hereto), and will not disclose or otherwise make any such information, or any draft or copy thereof, available to any person or entity, except: (i) to its employees, officers, directors, agents, or legal counsel and other professional advisors who, in each case, need to know such information for the purposes of this Agreement (each a "**Disclosure Person**"), and who have been specifically advised by either the Debtor or the Secured Party, as the case may be, of the terms of this Section 5.5 and who have agreed to keep all such information confidential on these terms. In this regard, each of the Debtor and the Secured Party represents and warrants to RBC that it has advised each Disclosure Person to whom information relating to this Agreement (or any prior draft hereof) has been disclosed or made available of the terms of this Section 5.5 and that each such Disclosure Person has agreed to keep confidential all such information in accordance with the terms hereof, (ii) to the extent required by applicable law and, unless legally prohibited, with prior notice of such disclosure to RBC, and, (iii) to the extent otherwise agreed to in writing by RBC. The foregoing restriction does not apply to information which is or becomes generally available to the public, other than as a result of a breach of this Agreement.

5.6 Termination

This Agreement shall remain in full force and effect until terminated by the Secured Party or RBC, as provided for herein, or otherwise by the written agreement of all parties hereto. The Secured Party may terminate this Agreement by giving RBC and the Debtor prior written notice of its intention to terminate this Agreement, pursuant to the terms of the form appearing at Schedule C hereto (the "**Termination Notice**"), with such termination becoming effective on the date specified in the Termination Notice, *provided*, however, that in the event that RBC received the Termination Notice less than five (5) Business Days prior to the proposed termination date specified or if the proposed termination date specified is not a Business Day, the parties hereto agree that this Agreement shall be terminated on the later of: (i) the proposed termination date specified in the Termination Notice, or (ii) the first Business Day thereafter on which RBC is reasonably able to terminate this Agreement, all as determined by RBC in its sole and unfettered discretion. RBC may terminate this Agreement at any time upon fifteen (15) days' prior written notice to the Debtor and the Secured Party. Following termination of this Agreement, no further transfers shall be made pursuant to this Agreement. Sections 3.2, 3.3, and 3.4 shall survive termination of this Agreement.

5.7 Notices

Except as otherwise provided for herein, any notice, demand, request, consent, approval, declaration or other communication (each a "**Communication**") to be served, given or delivered by one party to the other in connection with or under this Agreement shall be in writing, shall be addressed to the party to be notified and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile transmission, to the addresses or facsimile numbers indicated below or to such other addresses or facsimile numbers as may be substituted by notice given as herein provided. Communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, if such Communication was received by the recipient before 2 p.m. (Toronto, ON time) on a Business Day and, otherwise, shall be deemed to have been given on the following Business Day. Communications sent by facsimile transmission shall be deemed to have been given one Business Day following the date on which the transmission was sent (except that, if such transmission was not sent prior to 2 p.m. (Toronto, ON time) on a Business Day, such Communication shall be deemed to have been received two (2) Business Days after the date on which the transmission was sent). The parties hereto acknowledge that, in addition to the above methods of Communication, RBC may, in its sole discretion, contact the Secured Party from time to time by telephone in respect of matters relating to its administration or performance of this Agreement.

(a) Communications with the Debtor shall be addressed as follows:

GSC SOLAR LEASING LP
c/o Grasshopper Solar Corporation
5935 Airport Road
Suite 210
Mississauga, ON
L4V 1W5

Attention: Ryan Ward
Fax: 1-866-400-7831

(b) Communications with RBC shall be addressed as follows:

Royal Bank of Canada
200 Bay Street
19th Floor
Toronto, ON
M5J 2J5

Attention: Peter McArthur, Senior Account Manager
Fax No.: 905-764-4361

- and to -

Royal Bank of Canada
260 East Beaver Creek
Suite 201
Richmond Hill, ON
L4B 3M3

Attention: Eric Leblanc, Vice President
Fax No.: 905-764-4361

- and to -

Royal Bank of Canada
260 East Beaver Creek
Suite 201
Richmond Hill, ON
L4B 3M3

Attention: Mike Arazyan, Senior Account Manager
Fax No.: 905-764-436

(c) Communications with the Secured Party shall be addressed as follows:

DEUTSCHE BANK TRUST COMPANY AMERICAS
Trust and Agency Services
60 Wall Street, 16th Floor
MS : NYC60 – 1630
New York, NY
1005

Attention: Project Finance Agency Services – GSC Solar Fund II
Fax No.: 732-578-46236

5.8 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters pertaining to this Agreement.

5.9 Amendments

This Agreement may only be amended or modified by written instrument signed by the Secured Party, the Debtor and RBC.

5.10 Severability

Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability only, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.

5.11 Authorization

With respect to the Secured Party, the parties hereto agree that RBC shall have no duty to inquire as to whether or not the Secured Party is entitled to give, and RBC has no duty to question, the Activation Notice or any other notices received or purported to be received from the Secured Party in connection with this Agreement. The parties hereto agree that any Activation Notice or other notices given, or purported to be given, by the Secured Party to RBC will be conclusive authority for RBC to act in accordance with such Activation Notice or other notices, as the case may be.

5.12 Other Deliverables

If so requested by RBC, each of the parties hereto agrees to provide, or cause to be provided, to RBC such additional information and documentation as may be required by RBC for its regulatory and/or compliance purposes including, without limitation, any documentation or certifications required by RBC for its "know your customer", anti-money laundering and/or anti-terrorism purposes.

5.13 Further Assurances

Each of the parties hereto agree that it shall at all times do, execute, acknowledge and deliver such acts, deeds and agreements as may be reasonably necessary or desirable to give effect to the terms of this Agreement.

5.14 No Fiduciary Obligations

Nothing in this Agreement shall constitute any party to this Agreement a fiduciary in relation to any other party to this Agreement.

5.15 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and permitted assigns. Neither the Secured Party nor the Debtor shall be entitled to transfer and/or assign (in part or in whole) any of their rights or obligations under this Agreement except with the prior written consent of RBC (which consent shall be in RBC's sole and unfettered discretion).

5.16 Counterparts

This Agreement may be executed in counterparts and such executed counterparts may be delivered by facsimile, or other electronic means (including in pdf), and each such executed counterpart so delivered shall be deemed to be an original, and all such executed counterparts when taken together shall constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]

The parties have executed this Agreement as of the date first noted above.

ROYAL BANK OF CANADA

By: _____
Name: Mike ARAZYAN
Title: Senior Account Manager

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name:
Title:

GSC SOLAR LEASING LP, by its General Partner, GSC SOLAR LEASING GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have the authority to bind the Limited Partnership

The parties have executed this Agreement as of the date first noted above.

ROYAL BANK OF CANADA

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name: James Briggs Randy Kahn
Title: Vice President Vice President

GSC SOLAR LEASING LP, by its General Partner, GSC SOLAR LEASING GP INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have the authority to bind the Limited Partnership

The parties have executed this Agreement as of the date first noted above.

ROYAL BANK OF CANADA

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name:
Title:

GSC SOLAR LEASING LP, by its General Partner, GSC SOLAR LEASING GP INC.

By: _____
Name: RYAN WARD
Title: ASO

By: _____
Name: Jason Hibbard
Title: ASO

I/We have the authority to bind the Limited Partnership

SCHEDULE A
ACCOUNTS

PART 1 – BLOCKED ACCOUNTS

Transit No.	Account No.
02952	1029461

PART 2 – COLLECTION ACCOUNTS

Account Institution:	Royal Trust
Account Holder Name:	GSC SF I LP
Account Number:	46434374 – 13

SCHEDULE B
ACTIVATION NOTICE

To: ROYAL BANK OF CANADA ("**RBC**")

Re: Blocked Accounts Agreement dated March 19, 2018 among GSC SOLAR LEASING LP, as Debtor, DEUTSCHE BANK TRUST COMPANY AMERICAS, as Secured Party, and RBC (as such agreement is amended, restated, supplemented or otherwise modified from time to time, the "**Blocked Accounts Agreement**").

Terms with initial capital letters in this notice and not otherwise defined herein shall have the meanings given to them in the Blocked Accounts Agreement.

The undersigned, being the Secured Party, hereby notifies RBC that, pursuant to Section 2.1 of the Blocked Accounts Agreement, on the first Business Day following the Activation Date and on each Business Day thereafter until termination of the Blocked Accounts Agreement, RBC is to transfer, prior to the end of each such Business Day, all funds on deposit in the Blocked Accounts as provided for in the Blocked Accounts Agreement.

Dated •

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name:
Title:

SCHEDULE C
NOTICE OF TERMINATION

To: **ROYAL BANK OF CANADA ("RBC")**

AND TO: **GSC SOLAR LEASING LP (the "Debtor")**

Re: **Blocked Accounts Agreement dated March 19, 2018 among the Debtor, RBC and DEUTSCHE BANK TRUST COMPANY AMERICAS (the "Secured Party"), as such agreement has been amended and/or restated up to the date hereof (the "Blocked Accounts Agreement").**

In accordance with Section 5.6 of the Blocked Accounts Agreement, the Secured Party hereby gives notice to each of RBC and the Debtor of its desire to terminate the Blocked Accounts Agreement effective on the _____ day of _____, 20___*, (the "**Termination Date**").

The Secured Party acknowledges and agrees that:

(a) the Termination Date must be a Business Day and RBC must have received this Termination Notice at least 5 Business Days prior to the Termination Date. In the event that RBC has received this Termination Notice less than 5 Business Days prior to the Termination Date or the Termination Date is not a Business Day, the Blocked Accounts Agreement shall be terminated on the later of: (i) the Termination Date, or (ii) the first Business Day thereafter on which RBC is reasonably able to terminate the Blocked Accounts Agreement, all as determined by RBC in its sole and unfettered discretion;

(b) upon termination of the Blocked Accounts Agreement, the Blocked Accounts Agreement shall be of no further force or effect, other than those provisions which are expressly stated in the Blocked Accounts Agreement to survive its termination; and

(c) all terms appearing in initial capital letters and not otherwise defined herein shall have the meaning ascribed to such terms in the Blocked Accounts Agreement.

Dated this _____ day of _____, 20___.

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name:
Title:

*Notes: (1) The Termination Date must be a Business Day.

(2) The Termination Date must be a date which is at least 5 Business Days after the date on which RBC would have received the Termination Notice.

This is Exhibit "OO" 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

Enquiry Result

File Currency: **10SEP 2025**

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Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR LEASING LP						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	737132103	1	1	1	3	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
737132103		001	002		20180309 1527 1862 8196	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR LEASING GP INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR LEASING LP				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Secured Party	**Secured Party / Lien Claimant**				
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT				
	Address		**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16		NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. PORIME)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR LEASING LP							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	737132103	1	1	2	3	09MAR 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737132103		002	002		20180309 1527 1862 8196		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR LEASING LP				
File Currency	10SEP 2025				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	737132103	1	1	3	3

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20230414 1451 1590 8994	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	737132103			B RENEWAL	2	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	GSC SOLAR LEASING GP INC.		

Other Change	**Other Change**
Reason / Description	**Reason / Description**

Debtor/ Transferee	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

	Business Debtor Name	**Ontario Corporation Number**

	Address	**City**	**Province**	**Postal Code**

Assignor Name	**Assignor Name**
Secured Party	**Secured party, lien claimant, assignee**

	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

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This is Exhibit "PP" 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

GENERAL SECURITY AGREEMENT

TO: Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

GRANTED BY: GSC Solar Leasing GP Inc. (together with its successors and permitted assigns, the "**Debtor**")

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become from time to time lenders pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to make available to the Debtor certain credit facilities upon the terms and conditions contained therein.

B. The Debtor is required to enter into this Agreement, among others, as security for its Obligations to the Secured Creditors.

C. The security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

The parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

The terms "Accessions", "Account", "Account Debtor", "Chattel Paper", "Document of Title", "Equipment", "financing change statement", "financing statement", "Futures Account", "Futures Contract", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", and "Proceeds" whenever used herein have the meanings given to those terms in the PPSA.

The terms "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the STA.

1.2 Definitions

Wherever used in this Agreement, capitalized terms not otherwise defined have the meanings given to them in the Credit Agreement. The following words and terms have the meanings set out below:

"**Agreement**" means this general security agreement, including all schedules, and all amendments or restatements as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Collateral**" has the meaning specified in Section 2.1.

"**Contracts**" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person which does not constitute Investment Property, whether written or unwritten, to which the Debtor is now or subsequently a party or has a benefit, right, or in which the Debtor now has or subsequently acquires an interest.

"**Control Agreement**" means any present or future agreement or agreements entered into by the Debtor, the Collateral Agent and the applicable issuer, securities intermediary or futures intermediary, whereby the parties intend for the Collateral Agent to obtain control (as provided for in the STA) of Investment Property.

"**Credit Agreement**" has the meaning specified in the recitals.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Pledged Securities means:

(a) in the case of Pledged Securities constituting certificated securities, transfer thereof to the Collateral Agent or its nominee by physical delivery of the security certificates to the Collateral Agent or its nominee, such Pledged Securities to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Collateral Agent;

(b) in the case of Pledged Securities constituting uncertificated securities, (A) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, registration thereof on the books and records of the issuer thereof in the name of the Collateral Agent or its nominee;

(c) in the case of Pledged Securities constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (A) the execution and delivery by the relevant securities intermediary of an effective Blocked Accounts Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, completion of all actions necessary to constitute the Collateral Agent or its nominee the entitlement holder with respect to each such security entitlement; and

in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Pledged Securities in favour of the Collateral Agent or its nominee.

"**Financial Close**" means the date on which the conditions set out in Section 5.1 of the Credit Agreement have been satisfied or waived to the satisfaction of all of the Lenders.

"**Intellectual Property Rights**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, inventions, know-how and other intellectual property rights, whether registered or unregistered.

"**Obligations**" means all of that Debtor'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, provided that Obligations shall not include any obligation, liability or indebtedness related to any MicroFIT Project.

"**Pledged Securities**" means all Equity Securities of or in the capital stock of any entity in which an ownership interest is held by the Debtor as of the date hereof, as more particularly described in Schedule A, and all Equity Securities of or in the capital stock of any entity acquired by the Debtor at any time following the date hereof.

"**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c.P.10.

"**Relevant Property**" has the meaning specified in Section 2.4.

"**Security Interest**" has the meaning specified in Section 2.1.

"**STA**" means the *Securities Transfer Act*, 2006, S.O. 2006, c. 8, as amended.

1.3 Certain Rules of Interpretation

In this Agreement:

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without reference to conflicts of laws principles. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and such courts shall have jurisdiction to deal with all matters relating to the interpretation of, or enforcement of rights under this Agreement, and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of such courts without prejudice to or limitation of any other rights or remedies available under the laws of any other jurisdiction where property or assets of the Debtor may be found.

(b) **Headings.** Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) **Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Severability.** If any covenant, obligation or agreement of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid, illegal or unenforceable in any jurisdiction under any Applicable Law, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances or in other jurisdictions other than those as to which it is held invalid, illegal or unenforceable, and each covenant, obligation and agreement of this Agreement shall be separately valid, legal and enforceable to the fullest extent permitted by Applicable Law.

(g) **Statutory references.** A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

(h) **References to Agreements.** The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted.

(i) **Paramountcy.** If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

1.4 Entire Agreement

This Agreement, the Credit Agreement and the other Financing Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Credit Agreement and the other Financing Documents.

ARTICLE 2
SECURITY INTERESTS

2.1 Security Interest

As general and continuing security for the payment and the performance of its Obligations, the Debtor 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 all right, title and interest in, to and under all of the Debtor's present and after-acquired personal property, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have, be possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in all property of the following kinds (as applicable):

(i) Contracts: all present and future Contracts (including, without limitation, any present and future Project Agreements) to which the Debtor is a party, and the Debtor's right, title and interest in any authorizations, permits, consents, licences or similar approvals (including all Project Approvals) relating to a Project;

(ii) Project Agreement Security: all construction, completion and performance bonds, sureties, guarantees, letters of credit or other financial instruments and all similar contracts, instruments and agreements in favour of or for the benefit of the Debtor and any other security provided by any contractor or service provider in favour or for the benefit of the Debtor from time to time;

(iii) Collateral Accounts: the Collateral Accounts, and all amounts hereafter deposited to, and all Permitted Investments or other approved investments now or hereafter forming any part of, any of the Collateral Accounts;

(iv) Receivables: 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 to the Debtor;

(v) Inventory: all Inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all Goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor;

(vi) Equipment: all machinery, Equipment, fixtures, furniture, plant, vehicles and other tangible personal property of whatever nature or kind which is not Inventory;

(vii) Chattel Paper: all Chattel Paper;

(viii) Documents of Title: all Documents of Title, whether negotiable or not, including without limiting the generality of the foregoing, all warehouse receipts and bills of lading;

(ix) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other Securities and all Instruments, Investment Property, Financial Assets, Securities Accounts and Security Entitlements;

(x) Intangibles: all Intangibles not otherwise described in this Section 2.1, including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property or intellectual property;

(xi) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(xii) Insurance: all insurance policies in which the Debtor now or hereafter has rights;

(xiii) Books, Records, Etc.: all books, papers, Accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts, securities, Instruments and other rights and benefits in respect thereof;

(xiv) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and

(xv) Proceeds: all Proceeds and renewals of any of the foregoing Collateral 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.

The foregoing is collectively referred to herein as the "**Collateral**". Notwithstanding anything to the contrary herein, the Collateral shall not include FIT Contracts for MicroFIT Projects.

2.2 Attachment

Each of the Debtor 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 the Debtor and the Collateral Agent of this Agreement, and, as to after-acquired Collateral, as soon as the Debtor acquires rights therein. This Agreement constitutes a "security agreement" as that term is defined in the PPSA.

2.3 Leases

The last day of any term reserved by any real property lease or sub-lease, written or unwritten, or any agreement to lease or sub-lease real property, now held or subsequently acquired by the Debtor is excepted out of the Security Interest. As further security for the payment of the Obligations, the Debtor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Collateral Agent for the purpose of this Agreement. The Debtor shall assign and dispose of the same in such manner as the Collateral Agent may from time to time direct in writing without cost or expense to the Collateral Agent. Upon any sale, assignment, sub-lease or other disposition of such lease, sub-lease or agreement to lease or sub-lease, the Collateral Agent shall, for the purpose of vesting the residue of any such term in any purchaser, sub-lessee or such other acquiror of the real property lease, sub-lease, agreement to lease or sub-lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Debtor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.4 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any Contract or agreement to the extent that such Contract or agreement is not assignable or requires the consent of a third party to its assignment unless such consent has been obtained, due to (a) its provisions (other than a contract or agreement that is the whole of an account or chattel paper for money due or to become due), or (b) Applicable Law. In each such case, following the occurrence of an Event of Default and during the continuance thereof, the Debtor shall, unless the Collateral Agent otherwise agrees in writing, promptly, upon written request by the Collateral Agent, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Collateral Agent to any third party as a result of the exercise by the Collateral Agent of remedies. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Contract or agreement without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the Debtor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or agreement in question, hold all benefit to be derived from such Contracts or agreements in trust for the Collateral Agent (including, without limitation, the Debtor's beneficial interest in any Contract or agreement which may be held in trust for the Debtor by a third party), as additional security for the payment of the Obligations and shall deliver up all such benefit to the Collateral Agent, promptly upon demand by the Collateral Agent following the occurrence of an Event of Default and during the continuance thereof.

Notwithstanding the generality of the foregoing paragraph, the Security Interest shall not extend to, and the Collateral will not include, any authorizations, permits, consents, licences and similar approvals relating to a Project (the "**Relevant Property**") to the extent that the creation of the Security Interest therein would constitute a breach of the terms thereof or constitute a default or breach of contractual obligations of the Debtor or would be precluded or is not possible under Applicable Law, but the Debtor shall hold its interest in the Relevant Property in trust for the Collateral Agent and shall assign such Relevant Property to the Collateral Agent immediately upon obtaining the consent of any other party thereto or, if applicable, any Governmental Authority.

ARTICLE 3
OBLIGATIONS SECURED

3.1 Obligations

The Collateral constitutes and will constitute continuing security for all of the Obligations, as defined and used in the Credit Agreement, of the Debtor.

ARTICLE 4
DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor acknowledges that the Collateral Agent is relying upon the representations and warranties set forth in the Credit Agreement in entering into this Agreement. All representations and warranties of the Debtor made in this Agreement or in the Credit Agreement delivered by or on behalf of the Debtor to or for the benefit of the Collateral Agent are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect until there are no further Obligations. The Collateral Agent shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Collateral Agent at any

time. In addition, the Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:

(a) **Legal Name.** The name of the Debtor as set out in preamble above is its correct legal name.

(b) **Uncertificated Securities.** None of the Collateral that is an interest in a partnership or a limited liability company:

(i) is dealt in or traded on any securities exchange or in any securities market;

(ii) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or

(iii) is held in a Securities Account;

except for any such Collateral of which the Collateral Agent or its nominee has "control" within the meaning of the STA.

The Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, in respect of the Pledged Securities owned by it (if applicable), as follows:

(a) It is the registered and beneficial owner of such Pledged Securities subject only to the security interests created by this Agreement, the other Financing Documents and the Permitted Liens.

(b) All Collateral consisting of Pledged Securities has been duly authorized and validly issued, is outstanding as fully paid and non-assessable, and constitutes 100% of the issued and outstanding ownership interest of the Debtor in the applicable entity.

(c) None of its rights arising as the legal and beneficial owner of such Pledged Securities have been surrendered, cancelled or terminated.

(d) There is no default or dispute existing in respect of such Pledged Securities.

(e) All such Pledged Securities are certificated and have been Delivered to the Collateral Agent.

4.2 Covenants

The Debtor acknowledges that the Collateral Agent is relying upon the covenants given by the Debtor under the Credit Agreement in connection with this Agreement and that such covenants shall be continuing covenants as provided in and subject to the terms of the Credit Agreement. In addition, unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Notification to Collateral Agent.** The Debtor shall promptly notify the Collateral Agent of:

(i) Claims and Encumbrances – Any material claim, Lien or encumbrance made or asserted against any of the Collateral other than Permitted Liens;

(ii) Loss or Damage – Material loss or damage to or loss of possession of all or a material part of the Collateral other than by disposition in accordance with the terms of the Project Agreements and the Financing Documents; and

(iii) Account Debtor Non-Performance – Any failure of any Account Debtor, any securities intermediary in respect of a Securities Account or any futures intermediary in respect of a Futures Account in payment or performance of obligations due to the Debtor which may materially affect the Collateral.

(b) **No Accessions or Fixtures.** Subject to the terms of the Project Agreements and the Financing Documents, the Debtor shall prevent the Collateral from becoming an Accession to any property other than the Collateral or from becoming a fixture unless the Security Interest ranks prior to the interests of all other persons in the applicable real property.

Unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Additional Certificates**

(i) if the Debtor receives or becomes entitled to receive any security certificate, unit certificate or other instrument in respect of the Pledged Securities, the Debtor shall accept same as the Collateral Agent's agent, hold such security certificate, unit certificate or other instrument in respect of the Pledged Securities in trust for the Collateral Agent and immediately Deliver them to the Collateral Agent (or to the Collateral Agent's nominee, as the Collateral Agent may direct) in the exact form received, as additional security for the Obligations; and

(ii) if any Restricted Payment (other than as permitted under the Credit Agreement) is made in respect of the Pledged Securities or any property is distributed with respect to the Pledged Securities pursuant to the recapitalization, reclassification or reorganization of the capital of any entity in which the Debtor holds an ownership interest, the property so distributed shall be Delivered to the Collateral Agent, or its agent or nominee as the Collateral Agent may direct, to be held by it as part of the Pledged Securities.

(b) **Issuance of Pledged Securities.** The Debtor shall not permit any issuance of Pledged Securities unless such Pledged Securities are, immediately upon their issuance, pledged in favour of and Delivered to the Collateral Agent and the Debtor does, 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 additional securities within the meaning of the STA.

(c) **Defend.** The Debtor shall, on written request of the Collateral Agent, defend the Collateral Agent's right, title and security interest in and to all the Pledged Securities against the claims and demands of all other Persons.

(d) **No Granting of Control.** Subject to the provisions of the Credit Agreement, the Debtor may not:

(i) deliver any Pledged Securities that constitute uncertificated securities to any Person other than the Collateral Agent;

(ii) consent to any agreement whereby any entity in which the Debtor holds an ownership interest agrees to comply with instructions that are originated by any Person other than the Collateral Agent in respect of any Pledged Securities that constitute uncertificated securities; or

(iii) assign, transfer or grant a security interest to any other Person or in any other manner further encumber the Pledged Securities, other than pursuant to the Financing Documents or any Permitted Lien.

ARTICLE 5
RIGHTS RELATING TO SECURED PROPERTY

5.1 Debtor's Rights before Default

Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the other Financing Documents, the Debtor is entitled to deal with the Collateral in the ordinary course of business, provided that, no action shall be taken which would impair the effectiveness of the Security Interest created by this Agreement or the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement or any other Financing Document. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor shall and shall be deemed to hold all Proceeds constituting Collateral in trust, separate and apart from other Money, Instruments, Investment Property or property, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full.

5.2 Voting Rights

(a) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, the Debtor may exercise all voting rights in respect of any Collateral that is Investment Property (including the Pledged Securities) ("**Applicable Investment Property**") and to give consents, waivers, directions, notices and ratifications and to take other action in respect thereof, except that no votes may be cast or consent, waiver, directions, notice or ratification given or action taken which would:

(i) impair the effectiveness of the Security Interest;

(ii) impair the value of or restrict the transferability of the Applicable Investment Property (including the Pledged Securities); or

(iii) be inconsistent with or violate any provisions of this Agreement or any other Financing Document.

(b) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, if any of the Applicable Investment Property are registered or otherwise held in the Collateral Agent's or its nominee's name, the Collateral Agent, on the Debtor's written request, shall execute and deliver or cause its agent or nominee to execute and

deliver to the Debtor suitable proxies, voting powers or powers of attorney in favour of the Debtor or its nominee or nominees for voting, giving consents, waivers, directions, notices or ratifications or taking any other action the Debtor is permitted to take in respect of such Applicable Investment Property.

5.3 Dividends and Distributions

Until the occurrence of an Event of Default which is continuing, the Debtor shall be entitled to receive and deal with (except as otherwise restricted by this Agreement or the Credit Agreement) any interest and regular cash dividends at any time payable on or with respect to any Applicable Investment Property to the extent such amounts are expressly permitted by the Credit Agreement, and the Collateral Agent shall immediately deliver to the Debtor such interest or regular cash dividends received by the Collateral Agent.

5.4 Rights and Duties of the Collateral Agent

Upon the occurrence of an Event of Default and during the continuance thereof, all of the Debtor's rights pursuant to Sections 5.1 and 5.2 will cease and the Collateral Agent may enforce any of the Debtor's rights with respect to any Applicable Investment Property. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor will and will be deemed to hold all Applicable Investment Property not under the control of the Collateral Agent in trust, separate and apart from other property and assets of the Debtor, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full, and the Debtor shall forthwith Deliver any such Applicable Investment Property to the Collateral Agent, or its nominee or agent, as the Collateral Agent may direct, to the extent the Debtor has not already Delivered such Applicable Investment Property to the Collateral Agent. The Collateral Agent and its nominee shall not have any duty of care with respect to the Applicable Investment Property other than to use the same care in the custody and preservation of the Applicable Investment Property as it would with its own property. The Collateral Agent or its nominee shall have no obligation to take any steps to defend or preserve the Debtor's rights against the claims or demands of others. The Collateral Agent or its nominee, however, shall give the Debtor notice of any claim or demand of which it becomes aware to permit the Debtor to have a reasonable opportunity to defend or contest the claim or demand.

ARTICLE 6
REMEDIES

6.1 Collateral Agent's Rights and Remedies

Following the occurrence of an Event of Default and during the continuance thereof, subject to the terms of the Credit Agreement, all of the Obligations shall, at the Collateral Agent's option (as instructed by the Administrative Agent) and without notice to the Debtor, become immediately due and payable and the Collateral Agent may, upon instructions from the Administrative Agent, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement and in the Credit Agreement, (including, without limitation, the signification and collection of the Debtor's Accounts), or otherwise afforded by law, in equity or otherwise. The Collateral Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Collateral Agent expressly retains all rights and remedies not inconsistent with the provisions of this Agreement including all the rights it may have under the PPSA. The Collateral Agent shall hold all proceeds from enforcement of the rights and remedies below for the benefit of the Secured Creditors. Subject to the terms of the Credit Agreement, the Collateral Agent may, upon the occurrence of any Event of Default and during the continuance thereof, and acting on the advice

of counsel or upon instructions from the Administrative Agent, to the extent permitted by Applicable Law:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver (which term shall include a receiver, a manager or a receiver and manager) of the Debtor and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Collateral Agent, with respect to responsibility for its acts, shall, to the extent permitted by Applicable Law, be deemed the agent of the Debtor and not of the Collateral Agent. Where the "Collateral Agent" is referred to in this Article, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.

(b) **Enter and Repossess.** In accordance with Applicable Law, enter the Debtor's premises and repossess, disable or remove the Collateral, provided that with respect to any premises for which a Lease Agreement is in place, the Collateral Agent will comply with the terms and conditions of the rights of access granted therein or in any applicable Landlord Agreement.

(c) **Retain the Collateral.** Retain and administer the Collateral in the Collateral Agent's sole and unfettered discretion.

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Debtor to the extent permitted by law. The Collateral Agent may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Collateral Agent may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Collateral Agent has taken possession of the Collateral.

(e) **Foreclosure.** Foreclose upon the Collateral.

(f) **Investment Property.**

(i) Disposal – Without limiting the generality of Section 6.1(d), the Debtor acknowledges that when disposing of any Investment Property (including any Pledged Securities), the Collateral Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. The Debtor acknowledges and agrees that any such private sale may result in

prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Collateral Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

(ii) Exercise of Rights – Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may elect by written notice to the Debtor and to an officer of the issuer of the Investment Property or to any securities intermediary or futures intermediary in respect of the Investment Property, as may be applicable, that all or part of the rights of the Debtor in the Investment Property including, the right to vote, give consents, entitlement orders, instructions, directions, waivers or ratifications and take other actions and receive interest or regular cash dividends, payments or other distributions, shall cease, and upon such election all such rights shall become vested in the Collateral Agent or as it may direct.

(iii) Registration and Control – Require that the Investment Property be registered in the name of the Collateral Agent or as it may direct, that delivery of the Investment Property be made to the Collateral Agent or that control of the Investment Property be obtained by the Collateral Agent, or as it may direct, in accordance with the provisions of the STA and the Collateral Agent may then, without notice, exercise any and all voting rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Investment Property without the consent of the Debtor as if it were the absolute owner, including the right to exchange at its discretion, any and all of the Investment Property upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Investment Property and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, securities intermediary, futures intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine.

(g) **Collection of Accounts.** Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent, whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, acting in a commercially reasonable manner and in accordance with the credit agreement, to notify and direct Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange to make all payments to the Collateral Agent, and the Collateral Agent shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange and any Proceeds as part of the Collateral. Upon the occurrence of an Event of Default and during the continuance thereof, any payments received by the Debtor in respect of the Collateral shall be held by the Debtor in trust for the Collateral

Agent in the same medium in which it was received, shall not be commingled with any assets of the Debtor and shall, at the request of the Collateral Agent be turned over to the Collateral Agent not later than the next Banking Day following the day of such request from the Collateral Agent.

(h) **Carry on Business.** Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Collateral Agent sees fit. The Collateral Agent shall not be liable to the Debtor in respect of any related rent, costs, charges, depreciation or damage in so doing.

(i) **Payment of Encumbrances.** Pay any encumbrances or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations.

(j) **Payment of Deficiency.** If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Collateral Agent any deficiency and the Collateral Agent may sue the Debtor to collect the amount of such deficiency.

(k) **Dealing with Collateral.** Subject to Applicable Law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Collateral Agent advisable and without notice to the Debtor. The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Obligations.

(l) **Disposition of Pledged Securities.** The Collateral Agent shall give to the Debtor at least three Banking Days' written notice of any sale or disposition pursuant to paragraph (d) above of any Pledged Securities. If there is a sale of Pledged Securities pursuant to paragraph (d), the Debtor agrees to provide all information, certificates and consents required under applicable securities laws or under the rules, by-laws or policies of the exchange(s) on which any of the Pledged Securities may be listed and posted for trading to permit the sale of the Pledged Securities in compliance with such applicable laws, rules, by-laws or policies.

6.2 Power of Attorney

Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor constitutes and appoints the Collateral Agent from time to time, or any receiver appointed of the Debtor as provided for in this Agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do any and all acts and things, complete any endorsements, stock transfer powers or registrations and make and execute all such documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Collateral

Agent or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Debtor upon the occurrence of an Event of Default and during the continuance thereof. The Debtor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration and shall terminate only upon written release by the Collateral Agent of the Debtor's obligations under this Agreement executed and delivered by the Collateral Agent (or its nominee(s)).

6.3 Assemble the Collateral

To assist the Collateral Agent in the implementation of such rights and remedies, the Debtor will, at its own risk and expense and immediately upon the Collateral Agent's request following the occurrence of an Event of Default and during the continuance thereof, assemble and prepare for removal such items of the Collateral as are selected by the Collateral Agent as shall, in the Collateral Agent's sole judgment, have a value sufficient to cover all the Obligations.

6.4 Allocation of Proceeds

Subject to the Credit Agreement, all monies collected or received by the Collateral Agent in respect of the Collateral may be held by the Collateral Agent and may be applied on account of such parts of the Obligations in accordance with priority of payment provisions set forth in the Credit Agreement.

6.5 Waivers and Extensions

Subject to the Credit Agreement, the Collateral Agent may waive default or any breach by the Debtor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Collateral Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Collateral Agent resulting therefrom. Any such waiver must be in writing and signed by the Collateral Agent to be effective.

Subject to the Credit Agreement and if so instructed by the Administrative Agent, the Collateral Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as the Collateral Agent may see fit without prejudice to the liability of the Debtor to the Collateral Agent, or the Collateral Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Collateral Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Collateral Agent or otherwise preclude the Collateral Agent from enforcing such rights.

6.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Collateral Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either

expressly or by course of conduct by the Collateral Agent 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 right or remedy of the Collateral Agent under this Agreement as a result of any other default or breach under this Agreement.

6.7 Effect of Possession or Receiver

Following the occurrence of an Event of Default and during the continuance thereof, as soon as the Collateral Agent takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent or the receiver.

6.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may at any time and from time to time without notice to the Debtor (it being expressly waived by the Debtor) set-off and compensate and apply any and all Collateral to or for the credit of or the account of the Debtor, against and on account of the Obligations, even if any of them are contingent or unmatured.

6.9 Limitation of Liability

(a) The Collateral Agent shall not be liable or accountable:

(i) by reason of any entry into or taking possession of all or any of the Collateral, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

(ii) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Collateral Agent, the Debtor or any other person in respect of same.

(b) The Collateral Agent shall not by virtue of this Agreement be deemed to be a mortgagee in possession of the Collateral. The Debtor releases and discharges the Collateral Agent and the receiver from every claim of every nature that may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of anything done by the Collateral Agent or any successor or assign claiming through or under the Collateral Agent or the receiver under the provisions of this Agreement unless such claim is the result of gross negligence or wilful misconduct.

(c) The Collateral Agent shall not be responsible for any loss occasioned by:

(i) any sale or other dealing with the Pledged Securities (whether commercially reasonable or not, but subject to Applicable Law); or

(ii) the retention of, or failure to sell or otherwise deal with the Pledged Securities,

unless the result of gross negligence or wilful misconduct by the Collateral Agent or any receiver appointed by the Collateral Agent (including the officers, employees, servants or agents of such parties).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, demand, consent, approval or other communication required or permitted to be given in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

7.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by each party to this Agreement.

7.3 Enurement

This Agreement shall be binding on each of the Debtor and the Collateral Agent, and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns, and shall enure to the benefit of each of the Debtor and the Collateral Agent and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns.

7.4 Further Assurances

The Debtor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Collateral Agent as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

7.5 Continuing Security

The security constituted by this Agreement is not in substitution for any other security for the Obligations under the Financing Documents or for any other agreement between the parties creating a security interest in all or part of Collateral, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Debtor and the Collateral Agent expressly provide to the contrary in writing.

7.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Debtor acknowledges receiving a copy of this Agreement, and further agrees that a photocopy or PDF copy of this Agreement or of a financing statement is sufficient.

7.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement*.

7.8 Security Interest Effective Immediately

The Security Interest shall take effect forthwith upon the execution of this Agreement by each of the Debtor and the Collateral Agent.

7.9 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

7.10 Discharge

(a) The security granted hereby and the obligations of the Debtor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations, following which the Collateral Agent shall, upon the written request of the Debtor and at the expense of the Debtor, release and discharge the Security Interest and execute and deliver to the Debtor such documents as shall be requisite to release and discharge the Security Interest.

(b) In the event of a disposition of Assets by the Debtor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall release and discharge the Security Interest as it relates to any property so disposed, if applicable, and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interest as it relates to any property so disposed.

[*Signature pages to follow*]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

GSC SOLAR LEASING GP INC.

By: _____
Name: Jason Hibbard
Title: President

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name: Annie Jaghatspanyan
Title: Vice President

By: _____
Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

SCHEDULE A — PLEDGED SECURITIES

Pledgor	Pledged Entity	Type and Class of Equity Security (e.g., common shares, partnership interests)	Certificate No.	Percentage of Total Class Outstanding
GSC Solar Leasing GP Inc.	GSC Solar Leasing LP	0.01% Percentage Interest	LP-3R	0.01%

This is Exhibit "QQ" 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

Enquiry Result

File Currency: **10SEP 2025**

Show All Pages

All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR LEASING GP INC.						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	737132103	1	1	1	3	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
737132103		001	002		20180309 1527 1862 8196	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR LEASING GP INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR LEASING LP				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Secured Party	**Secured Party / Lien Claimant**			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address	**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16	NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. PORIME)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR LEASING GP INC.						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	737132103	1	1	2	3	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737132103		002	002		20180309 1527 1862 8196		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR LEASING GP INC.				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	737132103	1	1	3	3

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8994	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737132103			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR LEASING GP INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

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This is Exhibit "RR" 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

GENERAL SECURITY AGREEMENT

TO: Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

GRANTED BY: GSC Solar Leasing II LP (together with its successors and permitted assigns, the "**Debtor**"), by its general partner, GSC Solar Leasing II GP Inc.

DATE: August 31, 2018

RECITALS:

A. Pursuant to an amended and restated credit agreement dated May 31, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become from time to time lenders pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to make available to the Debtor certain credit facilities upon the terms and conditions contained therein.

B. The Debtor is required to enter into this Agreement, among others, as security for its Obligations to the Secured Creditors.

C. The security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

The parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

The terms "Accessions", "Account", "Account Debtor", "Chattel Paper", "Document of Title", "Equipment", "financing change statement", "financing statement", "Futures Account", "Futures Contract", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", and "Proceeds" whenever used herein have the meanings given to those terms in the PPSA.

The terms "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the STA.

1.2 Definitions

Wherever used in this Agreement, capitalized terms not otherwise defined have the meanings given to them in the Credit Agreement. The following words and terms have the meanings set out below:

"**Agreement**" means this general security agreement, including all schedules, and all amendments or restatements as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Collateral**" has the meaning specified in Section 2.1.

"**Contracts**" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person which does not constitute Investment Property, whether written or unwritten, to which the Debtor is now or subsequently a party or has a benefit, right, or in which the Debtor now has or subsequently acquires an interest.

"**Control Agreement**" means any present or future agreement or agreements entered into by the Debtor, the Collateral Agent and the applicable issuer, securities intermediary or futures intermediary, whereby the parties intend for the Collateral Agent to obtain control (as provided for in the STA) of Investment Property.

"**Credit Agreement**" has the meaning specified in the recitals.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Pledged Securities means:

(a) in the case of Pledged Securities constituting certificated securities, transfer thereof to the Collateral Agent or its nominee by physical delivery of the security certificates to the Collateral Agent or its nominee, such Pledged Securities to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Collateral Agent;

(b) in the case of Pledged Securities constituting uncertificated securities, (A) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, registration thereof on the books and records of the issuer thereof in the name of the Collateral Agent or its nominee;

(c) in the case of Pledged Securities constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (A) the execution and delivery by the relevant securities intermediary of an effective Blocked Accounts Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, completion of all actions necessary to constitute the Collateral Agent or its nominee the entitlement holder with respect to each such security entitlement; and

in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Pledged Securities in favour of the Collateral Agent or its nominee.

"**Financial Close**" means the date on which the conditions set out in Section 5.1 of the Credit Agreement have been satisfied or waived to the satisfaction of all of the Lenders.

"**Intellectual Property Rights**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, inventions, know-how and other intellectual property rights, whether registered or unregistered.

"**Obligations**" means all of that Debtor'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.

"**Pledged Securities**" means all Equity Securities of or in the capital stock of any entity in which an ownership interest is held by the Debtor as of the date hereof, as more particularly described in Schedule A, and all Equity Securities of or in the capital stock of any entity acquired by the Debtor at any time following the date hereof.

"**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c.P.10.

"**Relevant Property**" has the meaning specified in Section 2.4.

"**Security Interest**" has the meaning specified in Section 2.1.

"**STA**" means the *Securities Transfer Act*, 2006, S.O. 2006, c. 8, as amended.

1.3 Certain Rules of Interpretation

In this Agreement:

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without reference to conflicts of laws principles. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and such courts shall have jurisdiction to deal with all matters relating to the interpretation of, or enforcement of rights under this Agreement, and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of such courts without prejudice to or limitation of any other rights or remedies available under the laws of any other jurisdiction where property or assets of the Debtor may be found.

(b) **Headings.** Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) **Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Severability.** If any covenant, obligation or agreement of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid, illegal or unenforceable in any jurisdiction under any Applicable Law, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances or in other jurisdictions other than those as to which it is held invalid, illegal or unenforceable, and each covenant, obligation and agreement of this Agreement shall be separately valid, legal and enforceable to the fullest extent permitted by Applicable Law.

(g) **Statutory references.** A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

(h) **References to Agreements.** The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted.

(i) **Paramountcy.** If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

1.4 Entire Agreement

This Agreement, the Credit Agreement and the other Financing Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Credit Agreement and the other Financing Documents.

ARTICLE 2
SECURITY INTERESTS

2.1 Security Interest

As general and continuing security for the payment and the performance of its Obligations, the Debtor 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 all right, title and interest in, to and under all of the Debtor's present and after-acquired personal property, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have, be

possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in all property of the following kinds (as applicable):

(i) Contracts: all present and future Contracts (including, without limitation, any present and future Project Agreements) to which the Debtor is a party, and the Debtor's right, title and interest in any authorizations, permits, consents, licences or similar approvals (including all Project Approvals) relating to a Project;

(ii) Project Agreement Security: all construction, completion and performance bonds, sureties, guarantees, letters of credit or other financial instruments and all similar contracts, instruments and agreements in favour of or for the benefit of the Debtor and any other security provided by any contractor or service provider in favour or for the benefit of the Debtor from time to time;

(iii) Collateral Accounts: the Collateral Accounts, and all amounts hereafter deposited to, and all Permitted Investments or other approved investments now or hereafter forming any part of, any of the Collateral Accounts;

(iv) Receivables: 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 to the Debtor;

(v) Inventory: all Inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all Goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor;

(vi) Equipment: all machinery, Equipment, fixtures, furniture, plant, vehicles and other tangible personal property of whatever nature or kind which is not Inventory;

(vii) Chattel Paper: all Chattel Paper;

(viii) Documents of Title: all Documents of Title, whether negotiable or not, including without limiting the generality of the foregoing, all warehouse receipts and bills of lading;

(ix) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other Securities and all Instruments, Investment Property, Financial Assets, Securities Accounts and Security Entitlements;

(x) Intangibles: all Intangibles not otherwise described in this Section 2.1, including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property or intellectual property;

(xi) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(xii) Insurance: all insurance policies in which the Debtor now or hereafter has rights;

(xiii) Books, Records, Etc.: all books, papers, Accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts, securities, Instruments and other rights and benefits in respect thereof;

(xiv) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and

(xv) Proceeds: all Proceeds and renewals of any of the foregoing Collateral 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.

The foregoing is collectively referred to herein as the "**Collateral**".

2.2 Attachment

Each of the Debtor 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 the Debtor and the Collateral Agent of this Agreement, and, as to after-acquired Collateral, as soon as the Debtor acquires rights therein. This Agreement constitutes a "security agreement" as that term is defined in the PPSA.

2.3 Leases

The last day of any term reserved by any real property lease or sub-lease, written or unwritten, or any agreement to lease or sub-lease real property, now held or subsequently acquired by the Debtor is excepted out of the Security Interest. As further security for the payment of the Obligations, the Debtor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Collateral Agent for the purpose of this Agreement. The Debtor shall assign and dispose of the same in such manner as the Collateral Agent may from time to time direct in writing without cost or expense to the Collateral Agent. Upon any sale, assignment, sub-lease or other disposition of such lease, sub-lease or agreement to lease or sub-lease, the Collateral Agent shall, for the purpose of vesting the residue of any such term in any purchaser, sub-lessee or such other acquiror of the real property lease, sub-lease, agreement to lease or sub-lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Debtor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.4 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any Contract or agreement to the extent that such Contract or agreement is not assignable or requires the consent of a third party to its assignment unless such consent has been obtained, due to (a) its provisions (other than a contract or agreement that is the whole of an account or chattel paper for money due or to become due), or (b) Applicable Law. In each such case, following the occurrence of an Event of Default and during the continuance thereof, the Debtor shall, unless the Collateral Agent otherwise agrees in writing, promptly, upon written request by the Collateral Agent, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Collateral Agent to any third party as a result of the exercise by the Collateral Agent of remedies. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Contract or agreement without regard to this section and without the necessity of any further assurance to effect such

assignment. Unless and until the consent to assignment is obtained as provided above, the Debtor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or agreement in question, hold all benefit to be derived from such Contracts or agreements in trust for the Collateral Agent (including, without limitation, the Debtor's beneficial interest in any Contract or agreement which may be held in trust for the Debtor by a third party), as additional security for the payment of the Obligations and shall deliver up all such benefit to the Collateral Agent, promptly upon demand by the Collateral Agent following the occurrence of an Event of Default and during the continuance thereof.

Notwithstanding the generality of the foregoing paragraph, the Security Interest shall not extend to, and the Collateral will not include, any authorizations, permits, consents, licences and similar approvals relating to a Project (the "**Relevant Property**") to the extent that the creation of the Security Interest therein would constitute a breach of the terms thereof or constitute a default or breach of contractual obligations of the Debtor or would be precluded or is not possible under Applicable Law, but the Debtor shall hold its interest in the Relevant Property in trust for the Collateral Agent and shall assign such Relevant Property to the Collateral Agent immediately upon obtaining the consent of any other party thereto or, if applicable, any Governmental Authority.

ARTICLE 3
OBLIGATIONS SECURED

3.1 Obligations

The Collateral constitutes and will constitute continuing security for all of the Obligations, as defined and used in the Credit Agreement, of the Debtor.

ARTICLE 4
DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor acknowledges that the Collateral Agent is relying upon the representations and warranties set forth in the Credit Agreement in entering into this Agreement. All representations and warranties of the Debtor made in this Agreement or in the Credit Agreement delivered by or on behalf of the Debtor to or for the benefit of the Collateral Agent are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect until there are no further Obligations. The Collateral Agent shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Collateral Agent at any time. In addition, the Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:

(a) **Legal Name.** The name of the Debtor as set out in preamble above is its correct legal name.

(b) **Uncertificated Securities.** None of the Collateral that is an interest in a partnership or a limited liability company:

(i) is dealt in or traded on any securities exchange or in any securities market;

(ii) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or

(iii) is held in a Securities Account;

except for any such Collateral of which the Collateral Agent or its nominee has "control" within the meaning of the STA.

The Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, in respect of the Pledged Securities owned by it (if applicable), as follows:

(a) It is the registered and beneficial owner of such Pledged Securities subject only to the security interests created by this Agreement, the other Financing Documents and the Permitted Liens.

(b) All Collateral consisting of Pledged Securities has been duly authorized and validly issued, is outstanding as fully paid and non-assessable, and constitutes 100% of the issued and outstanding ownership interest of the Debtor in the applicable entity.

(c) None of its rights arising as the legal and beneficial owner of such Pledged Securities have been surrendered, cancelled or terminated.

(d) There is no default or dispute existing in respect of such Pledged Securities.

(e) All such Pledged Securities are certificated and have been Delivered to the Collateral Agent.

4.2 Covenants

The Debtor acknowledges that the Collateral Agent is relying upon the covenants given by the Debtor under the Credit Agreement in connection with this Agreement and that such covenants shall be continuing covenants as provided in and subject to the terms of the Credit Agreement. In addition, unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Notification to Collateral Agent.** The Debtor shall promptly notify the Collateral Agent of:

(i) Claims and Encumbrances – Any material claim, Lien or encumbrance made or asserted against any of the Collateral other than Permitted Liens;

(ii) Loss or Damage – Material loss or damage to or loss of possession of all or a material part of the Collateral other than by disposition in accordance with the terms of the Project Agreements and the Financing Documents; and

(iii) Account Debtor Non-Performance – Any failure of any Account Debtor, any securities intermediary in respect of a Securities Account or any futures intermediary in respect of a Futures Account in payment or performance of obligations due to the Debtor which may materially affect the Collateral.

(b) **No Accessions or Fixtures.** Subject to the terms of the Project Agreements and the Financing Documents, the Debtor shall prevent the Collateral from becoming an Accession to any property other than the Collateral or from becoming a fixture unless the

Security Interest ranks prior to the interests of all other persons in the applicable real property.

Unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Additional Certificates**

(i) if the Debtor receives or becomes entitled to receive any security certificate, unit certificate or other instrument in respect of the Pledged Securities, the Debtor shall accept same as the Collateral Agent's agent, hold such security certificate, unit certificate or other instrument in respect of the Pledged Securities in trust for the Collateral Agent and immediately Deliver them to the Collateral Agent (or to the Collateral Agent's nominee, as the Collateral Agent may direct) in the exact form received, as additional security for the Obligations; and

(ii) if any Restricted Payment (other than as permitted under the Credit Agreement) is made in respect of the Pledged Securities or any property is distributed with respect to the Pledged Securities pursuant to the recapitalization, reclassification or reorganization of the capital of any entity in which the Debtor holds an ownership interest, the property so distributed shall be Delivered to the Collateral Agent, or its agent or nominee as the Collateral Agent may direct, to be held by it as part of the Pledged Securities.

(b) **Issuance of Pledged Securities.** The Debtor shall not permit any issuance of Pledged Securities unless such Pledged Securities are, immediately upon their issuance, pledged in favour of and Delivered to the Collateral Agent and the Debtor does, 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 additional securities within the meaning of the STA.

(c) **Defend.** The Debtor shall, on written request of the Collateral Agent, defend the Collateral Agent's right, title and security interest in and to all the Pledged Securities against the claims and demands of all other Persons.

(d) **No Granting of Control.** Subject to the provisions of the Credit Agreement, the Debtor may not:

(i) deliver any Pledged Securities that constitute uncertificated securities to any Person other than the Collateral Agent;

(ii) consent to any agreement whereby any entity in which the Debtor holds an ownership interest agrees to comply with instructions that are originated by any Person other than the Collateral Agent in respect of any Pledged Securities that constitute uncertificated securities; or

(iii) assign, transfer or grant a security interest to any other Person or in any other manner further encumber the Pledged Securities, other than pursuant to the Financing Documents or any Permitted Lien.

ARTICLE 5
RIGHTS RELATING TO SECURED PROPERTY

5.1 Debtor's Rights before Default

Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the other Financing Documents, the Debtor is entitled to deal with the Collateral in the ordinary course of business, provided that, no action shall be taken which would impair the effectiveness of the Security Interest created by this Agreement or the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement or any other Financing Document. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor shall and shall be deemed to hold all Proceeds constituting Collateral in trust, separate and apart from other Money, Instruments, Investment Property or property, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full.

5.2 Voting Rights

(a) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, the Debtor may exercise all voting rights in respect of any Collateral that is Investment Property (including the Pledged Securities) ("**Applicable Investment Property**") and to give consents, waivers, directions, notices and ratifications and to take other action in respect thereof, except that no votes may be cast or consent, waiver, directions, notice or ratification given or action taken which would:

(i) impair the effectiveness of the Security Interest;

(ii) impair the value of or restrict the transferability of the Applicable Investment Property (including the Pledged Securities); or

(iii) be inconsistent with or violate any provisions of this Agreement or any other Financing Document.

(b) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, if any of the Applicable Investment Property are registered or otherwise held in the Collateral Agent's or its nominee's name, the Collateral Agent, on the Debtor's written request, shall execute and deliver or cause its agent or nominee to execute and deliver to the Debtor suitable proxies, voting powers or powers of attorney in favour of the Debtor or its nominee or nominees for voting, giving consents, waivers, directions, notices or ratifications or taking any other action the Debtor is permitted to take in respect of such Applicable Investment Property.

5.3 Dividends and Distributions

Until the occurrence of an Event of Default which is continuing, the Debtor shall be entitled to receive and deal with (except as otherwise restricted by this Agreement or the Credit Agreement) any interest and regular cash dividends at any time payable on or with respect to any Applicable Investment Property to the extent such amounts are expressly permitted by the Credit Agreement, and the Collateral Agent shall immediately deliver to the Debtor such interest or regular cash dividends received by the Collateral Agent.

5.4 Rights and Duties of the Collateral Agent

Upon the occurrence of an Event of Default and during the continuance thereof, all of the Debtor's rights pursuant to Sections 5.1 and 5.2 will cease and the Collateral Agent may enforce any of the Debtor's rights with respect to any Applicable Investment Property. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor will and will be deemed to hold all Applicable Investment Property not under the control of the Collateral Agent in trust, separate and apart from other property and assets of the Debtor, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full, and the Debtor shall forthwith Deliver any such Applicable Investment Property to the Collateral Agent, or its nominee or agent, as the Collateral Agent may direct, to the extent the Debtor has not already Delivered such Applicable Investment Property to the Collateral Agent. The Collateral Agent and its nominee shall not have any duty of care with respect to the Applicable Investment Property other than to use the same care in the custody and preservation of the Applicable Investment Property as it would with its own property. The Collateral Agent or its nominee shall have no obligation to take any steps to defend or preserve the Debtor's rights against the claims or demands of others. The Collateral Agent or its nominee, however, shall give the Debtor notice of any claim or demand of which it becomes aware to permit the Debtor to have a reasonable opportunity to defend or contest the claim or demand.

ARTICLE 6
REMEDIES

6.1 Collateral Agent's Rights and Remedies

Following the occurrence of an Event of Default and during the continuance thereof, subject to the terms of the Credit Agreement, all of the Obligations shall, at the Collateral Agent's option (as instructed by the Administrative Agent) and without notice to the Debtor, become immediately due and payable and the Collateral Agent may, upon instructions from the Administrative Agent, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement and in the Credit Agreement, (including, without limitation, the signification and collection of the Debtor's Accounts), or otherwise afforded by law, in equity or otherwise. The Collateral Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Collateral Agent expressly retains all rights and remedies not inconsistent with the provisions of this Agreement including all the rights it may have under the PPSA. The Collateral Agent shall hold all proceeds from enforcement of the rights and remedies below for the benefit of the Secured Creditors. Subject to the terms of the Credit Agreement, the Collateral Agent may, upon the occurrence of any Event of Default and during the continuance thereof, and acting on the advice of counsel or upon instructions from the Administrative Agent, to the extent permitted by Applicable Law:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver (which term shall include a receiver, a manager or a receiver and manager) of the Debtor and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Collateral Agent, with respect to responsibility for its acts, shall, to the extent permitted by Applicable Law, be deemed the agent of the Debtor and not of the Collateral Agent. Where the "Collateral Agent" is referred to in this Article, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.

(b) **Enter and Repossess.** In accordance with Applicable Law, enter the Debtor's premises and repossess, disable or remove the Collateral, provided that with respect to any premises for which a Lease Agreement is in place, the Collateral Agent will comply with the terms and conditions of the rights of access granted therein or in any applicable Landlord Agreement.

(c) **Retain the Collateral.** Retain and administer the Collateral in the Collateral Agent's sole and unfettered discretion.

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Debtor to the extent permitted by law. The Collateral Agent may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Collateral Agent may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Collateral Agent has taken possession of the Collateral.

(e) **Foreclosure.** Foreclose upon the Collateral.

(f) **Investment Property.**

(i) Disposal – Without limiting the generality of Section 6.1(d), the Debtor acknowledges that when disposing of any Investment Property (including any Pledged Securities), the Collateral Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. The Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Collateral Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

(ii) Exercise of Rights – Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may elect by written notice to the Debtor and to an officer of the issuer of the Investment Property or to any securities intermediary or futures intermediary in respect of the Investment Property, as may be applicable, that all or part of the rights of the Debtor in the Investment Property including, the right to vote, give consents, entitlement orders, instructions, directions, waivers or ratifications and take other actions and receive interest or regular cash dividends, payments or other distributions, shall cease, and upon such election all such rights shall become vested in the Collateral Agent or as it may direct.

(iii) Registration and Control – Require that the Investment Property be registered in the name of the Collateral Agent or as it may direct, that delivery of the Investment Property be made to the Collateral Agent or that control of the Investment Property be obtained by the Collateral Agent, or as it may direct, in accordance with the provisions of the STA and the Collateral Agent may then, without notice, exercise any and all voting rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Investment Property without the consent of the Debtor as if it were the absolute owner, including the right to exchange at its discretion, any and all of the Investment Property upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Investment Property and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, securities intermediary, futures intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine.

(g) **Collection of Accounts.** Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent, whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, acting in a commercially reasonable manner and in accordance with the credit agreement, to notify and direct Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange to make all payments to the Collateral Agent, and the Collateral Agent shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange and any Proceeds as part of the Collateral. Upon the occurrence of an Event of Default and during the continuance thereof, any payments received by the Debtor in respect of the Collateral shall be held by the Debtor in trust for the Collateral Agent in the same medium in which it was received, shall not be commingled with any assets of the Debtor and shall, at the request of the Collateral Agent be turned over to the Collateral Agent not later than the next Banking Day following the day of such request from the Collateral Agent.

(h) **Carry on Business.** Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Collateral Agent sees fit. The Collateral Agent shall not be liable to the Debtor in respect of any related rent, costs, charges, depreciation or damage in so doing.

(i) **Payment of Encumbrances.** Pay any encumbrances or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations.

(j) **Payment of Deficiency.** If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Collateral Agent any deficiency and the Collateral Agent may sue the Debtor to collect the amount of such deficiency.

(k) **Dealing with Collateral.** Subject to Applicable Law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Collateral Agent advisable and without notice to the Debtor. The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Obligations.

(l) **Disposition of Pledged Securities.** The Collateral Agent shall give to the Debtor at least three Banking Days' written notice of any sale or disposition pursuant to paragraph (d) above of any Pledged Securities. If there is a sale of Pledged Securities pursuant to paragraph (d), the Debtor agrees to provide all information, certificates and consents required under applicable securities laws or under the rules, by-laws or policies of the exchange(s) on which any of the Pledged Securities may be listed and posted for trading to permit the sale of the Pledged Securities in compliance with such applicable laws, rules, by-laws or policies.

6.2 Power of Attorney

Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor constitutes and appoints the Collateral Agent from time to time, or any receiver appointed of the Debtor as provided for in this Agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do any and all acts and things, complete any endorsements, stock transfer powers or registrations and make and execute all such documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Collateral Agent or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Debtor upon the occurrence of an Event of Default and during the continuance thereof. The Debtor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration and shall terminate only upon written release by the Collateral Agent of the Debtor's obligations under this Agreement executed and delivered by the Collateral Agent (or its nominee(s)).

6.3 Assemble the Collateral

To assist the Collateral Agent in the implementation of such rights and remedies, the Debtor will, at its own risk and expense and immediately upon the Collateral Agent's request following the occurrence of an Event of Default and during the continuance thereof, assemble and prepare for removal such items

of the Collateral as are selected by the Collateral Agent as shall, in the Collateral Agent's sole judgment, have a value sufficient to cover all the Obligations.

6.4 Allocation of Proceeds

Subject to the Credit Agreement, all monies collected or received by the Collateral Agent in respect of the Collateral may be held by the Collateral Agent and may be applied on account of such parts of the Obligations in accordance with priority of payment provisions set forth in the Credit Agreement.

6.5 Waivers and Extensions

Subject to the Credit Agreement, the Collateral Agent may waive default or any breach by the Debtor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Collateral Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Collateral Agent resulting therefrom. Any such waiver must be in writing and signed by the Collateral Agent to be effective.

Subject to the Credit Agreement and if so instructed by the Administrative Agent, the Collateral Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as the Collateral Agent may see fit without prejudice to the liability of the Debtor to the Collateral Agent, or the Collateral Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Collateral Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Collateral Agent or otherwise preclude the Collateral Agent from enforcing such rights.

6.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Collateral Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either expressly or by course of conduct by the Collateral Agent 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 right or remedy of the Collateral Agent under this Agreement as a result of any other default or breach under this Agreement.

6.7 Effect of Possession or Receiver

Following the occurrence of an Event of Default and during the continuance thereof, as soon as the Collateral Agent takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent or the receiver.

6.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may at any time and from time to time without notice to the Debtor (it being expressly waived by the Debtor) set-off and compensate and apply any and all Collateral to or for the credit of or the account of the Debtor, against and on account of the Obligations, even if any of them are contingent or unmatured.

6.9 Limitation of Liability

(a) The Collateral Agent shall not be liable or accountable:

(i) by reason of any entry into or taking possession of all or any of the Collateral, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

(ii) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Collateral Agent, the Debtor or any other person in respect of same.

(b) The Collateral Agent shall not by virtue of this Agreement be deemed to be a mortgagee in possession of the Collateral. The Debtor releases and discharges the Collateral Agent and the receiver from every claim of every nature that may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of anything done by the Collateral Agent or any successor or assign claiming through or under the Collateral Agent or the receiver under the provisions of this Agreement unless such claim is the result of gross negligence or wilful misconduct.

(c) The Collateral Agent shall not be responsible for any loss occasioned by:

(i) any sale or other dealing with the Pledged Securities (whether commercially reasonable or not, but subject to Applicable Law); or

(ii) the retention of, or failure to sell or otherwise deal with the Pledged Securities,

unless the result of gross negligence or wilful misconduct by the Collateral Agent or any receiver appointed by the Collateral Agent (including the officers, employees, servants or agents of such parties).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, demand, consent, approval or other communication required or permitted to be given in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

7.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by each party to this Agreement.

7.3 Enurement

This Agreement shall be binding on each of the Debtor and the Collateral Agent, and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns, and shall enure to the benefit of each of the Debtor and the Collateral Agent and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns.

7.4 Further Assurances

The Debtor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Collateral Agent as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

7.5 Continuing Security

The security constituted by this Agreement is not in substitution for any other security for the Obligations under the Financing Documents or for any other agreement between the parties creating a security interest in all or part of Collateral, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Debtor and the Collateral Agent expressly provide to the contrary in writing.

7.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Debtor acknowledges receiving a copy of this Agreement, and further agrees that a photocopy or PDF copy of this Agreement or of a financing statement is sufficient.

7.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement*.

7.8 Security Interest Effective Immediately

The Security Interest shall take effect forthwith upon the execution of this Agreement by each of the Debtor and the Collateral Agent.

7.9 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

7.10 Discharge

(a) The security granted hereby and the obligations of the Debtor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations, following which the Collateral Agent shall, upon the written request of the Debtor and at the expense of the Debtor, release and discharge the Security Interest and execute and deliver to the Debtor such documents as shall be requisite to release and discharge the Security Interest.

(b) In the event of a disposition of Assets by the Debtor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall release and discharge the Security Interest as it relates to any property so disposed, if applicable, and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interest as it relates to any property so disposed.

[*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: Secretary

By: _____
Name: Ryan Ward
Title: Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: _____
Name: James Briggs
Title: Vice President

By: _____
Name: Randy Kahn
Title: Vice President

SCHEDULE A — PLEDGED SECURITIES

None.

This is Exhibit "SS" 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

DEBENTURE

PRINCIPAL SUM: $337,500,000 **DATE: August 31st, 2018**

1. Promise to Pay

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC.** (together with its successors and permitted assigns, the "**Debtor**"), for value received, acknowledges itself indebted and hereby promises to pay to or to the order of Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Agent**"), its successors and assigns, for its own benefit and for the benefit of the other Secured Creditors under an amended and restated credit agreement made as of May 31, 2018 among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the Agent, as collateral agent, Deutsche Bank Trust Company Americas, as administrative agent, and the financial institutions which from time to time may become parties thereto as lenders or hedge providers (as may be amended, restated, modified, replaced or superseded from time to time, the "**Credit Agreement**") from time to time at the principal office of the Agent or at such other place as the Agent may designate by notice in writing to the Debtor at any time and from time to time, ON DEMAND the principal amount of **THREE-HUNDRED AND THIRTY SEVEN MILLION FIVE-HUNDRED THOUSAND DOLLARS ($337,500,000)** (the "**Principal Sum**") in lawful money of Canada and to pay interest thereon, from and including the date hereof (or from and including the last interest payment date to which interest shall have been paid) to and including the date of payment, at a rate of 25% *per annum*, such interest to accrue on a daily basis and shall be calculated and payable in the manner prescribed by the Credit Agreement, not in advance, as well after as before demand and as well after as before default or judgment with interest on overdue interest at the same rate and all other amounts secured hereby.

This Debenture secures the performance of all obligations of the Debtor pursuant to the Credit Agreement, this Debenture and the other Financing Documents and the payment by the Debtor to the Agent of the said principal amount, interest thereon together with all other amounts, costs, charges and expenses from time to time due and owing by the Debtor hereunder as well as the payment and performance of all Obligations of the Debtor (all of the foregoing being herein collectively called the "**Obligations Secured**").

2. Defined Terms

All capitalized terms used in this Debenture shall have the respective meanings ascribed to them in the Credit Agreement unless defined herein or unless the subject matter or the context otherwise requires. As used herein, the terms "**account**", "**chattel paper**", "**consumer goods**", "**documents of title**", "**equipment**", "**goods**", "**instrument**", "**intangible**", "**inventory**", "**money**" and "**proceeds**" shall have the meanings ascribed to such terms in the *Personal Property Security Act* ("**PPSA**").

3. Holding As Agent

This Debenture and all rights and remedies on the part of the Agent contained herein are held by the Agent for and on behalf of and for the benefit of the Secured Creditors as security for the payment and performance by the Debtor of the Obligations Secured.

4. Security

As general and continuing security for the due and punctual payment and performance of the Obligations Secured, the Debtor:

(a) hereby mortgages and charges (and, where the interest of the Debtor in any property is a leasehold interest, such mortgage and charge is by way of demise and sublease) and creates a security interest in, as and by way of a fixed and specific mortgage, pledge, charge and assignment to and in favour of the Agent of all of the Debtor's right, title, estate and interest (whether freehold or leasehold), both present and future, in and to:

(i) the lands and premises described in the attached Schedule "A" (the "**Property**") and all rights and interests therein, now or hereafter acquired by the Debtor including, without limitation, all licences, easements, rights-of-way, privileges, benefits, rights and options appertaining or appurtenant thereto, together with all buildings, erections, structures and improvements owned by the Debtor and now or hereafter constructed or placed in, under or upon the Property including, without limitation, in respect of each such right or interest, any greater or other right, title and interest therein or in any part thereof which the Debtor may acquire and hold during the currency of this Debenture;

(ii) all fixed machinery, plant, equipment, apparatus and fittings and other fixtures and all of the personal property, assets, undertaking, rights and entitlements of every nature and kind now or at any time and from time to time hereafter existing and owned by the Debtor including, without limitation, all property of the nature described below:

(A) **Accounts:** all of the Debtor's present and future debts, accounts, receivables, intangibles, claims, contract rights, demands, rents, monies, choses in action, trade accounts, book debts and insurance claims which now are or which may at any time hereafter be due or owing to or owned by the Debtor or in which the Debtor now or hereafter has any other interest, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, accounts, claims,

rents, monies and choses in action or any part thereof and all other rights and benefits in respect thereof;

(B) **Chattel Paper:** all chattel paper in which the Debtor now or hereafter has an interest, and any part thereof;

(C) **Documents of Title:** all documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Debtor now or hereafter has an interest, and any part thereof;

(D) **Equipment:** all equipment and goods in which the Debtor now or hereafter has an interest other than inventory or consumer goods, including, without limitation, all tools, apparatus, fixtures, plant, machinery, furniture, materials, supplies, vehicles, accessories and appliances now or hereafter owned or acquired by or on behalf of the Debtor and every interest therein which the Debtor now has or hereafter acquires, wherever situate;

(E) **Inventory**: all inventory in which the Debtor now or hereafter has an interest, and any part thereof;

(F) **Money**: all money, rent, revenues, income, rights, powers, privileges, benefits and amenities in which the Debtor now or hereafter has an interest, and any part thereof;

(G) **Instruments:** all letters of credit, advices of credit and all other instruments in which the Debtor now or hereafter has an interest, and any part thereof;

(H) **Intangibles:** all intangible property of whatever kind in which the Debtor now or hereafter has an interest, including, without limitation, all of the Debtor's choses in action, contractual rights, agreements, licences, permits, goodwill, patents, trademarks, trade names, industrial designs, copyrights and other industrial or intellectual property provided however that the security with respect to trade marks constitutes a security interest in and a pledge of such trademarks but does not constitute an assignment of such trademarks to the Agent;

(I) **Securities:** all shares, limited partnership units, stock, warrants, bonds, debentures, debenture stock and other securities in which the Debtor now or hereafter has an interest, and any part thereof;

(J) **Substitutions:** with respect to the property described in Sections 4(a)(ii)(A) through (I) above, or any part thereof, all substitutions and replacements thereof, increases, additions and accessories thereto and any interest of the Debtor therein; and

(K) **Proceeds:** all proceeds and personal property in any form derived directly or indirectly from any dealing with the property described in Sections 4(a)(ii)(A) through (J) above or any part thereof and any payment that indemnifies or compensates for such property lost, damaged or destroyed, and proceeds of proceeds and any part thereof; and

(b) assigns, transfers and sets over as and by way of a general assignment to and in favour of the Agent of all of the Debtor's right, title, estate and interest, both present and future, in and to, under and in respect of the following, excepting such property and undertaking as are validly subject to the fixed and specific mortgages, charges, pledges and security interests granted pursuant to Section 4(a):

(i) any and all existing or future leases, subleases, agreements to lease or sublease or other occupancy or tenancy agreements relating to the whole or any part or parts of the Property and all existing or future licences or concessions whereby any person is given the right (other than an easement or a right in the nature of an easement) to use or occupy the whole or any part or parts of the Property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (each, a "**Lease**" collectively, the "**Leases**"), and all benefits, powers and advantages of the Debtor to be derived therefrom;

(ii) all rents, revenues, income, proceeds, profits and other monies now due and payable or hereafter to become due and payable to the Debtor under the Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder with full power to demand, sue for recovery, receive and give receipts for all such rents and other monies and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor;

(iii) all present and future intangibles arising from or out of the Property or any part or parts thereof and the property and assets referred to in Section 4(a)(ii) above including, without limiting the generality of the foregoing, all of its rights, title and interest in all present and future book debts, accounts and other accounts receivable, contract rights and choses in action;

(iv) any and all existing or future agreements, contracts, licences, permits, plans and specifications, bonds, letters of credit, letters of guarantee or other documents or instruments affecting or relating to the Property or any part or parts thereof and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into and all benefit, power and advantage of the Debtor to be derived therefrom;

(v) any and all existing or future agreements of purchase and sale, options to purchase and mortgage, loan or other financing commitments affecting the Property or any part or parts thereof and all proceeds and other monies now due and payable or hereafter to become due and payable thereunder and all benefit, power and advantage of the Debtor to be derived therefrom; and

(vi) the proceeds of any and all existing or future insurance policies pertaining to the Secured Property (as hereinafter defined) and all proceeds of expropriation or similar taking of the Property or any part or parts thereof and all benefit, power and advantage of the Debtor to be derived therefrom;

provided that the said mortgages and charges shall not extend or apply to: (i) any personal property which is a consumer good; or (ii) the last day of the term of any leasehold interest or any agreement therefor now held or hereafter acquired by the Debtor, as lessee, but should such mortgages and charges become enforceable the Debtor shall thereafter stand possessed of such last day and shall hold it in trust for the Agent for the purpose of this Debenture and assign and dispose thereof as the Agent shall, for such purpose, direct. Upon any sale of such leasehold interest or any part thereof, the Agent for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Debtor and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

If any agreement which is to be assigned pursuant to Sections 4(b)(iv) or 4(b)(v) hereof (a "**Material Agreement**") is not assignable to the Agent (because the same is not assignable or which requires the consent of the other party or parties thereto and such consent has not been obtained as of the date hereof or because the remedies for the enforcement of the Material Agreement would not, as a matter of law, pass to the Agent as an incidence of the transfers and assignments made pursuant to this Debenture), the Debtor's beneficial interest in such Material Agreement shall be held in trust for the Agent by the Debtor and the said beneficial interest and all benefits derived under such Material Agreement shall be for the account of the Agent subject to the terms of this Debenture and in particular Section 7 hereof. Until the Debenture is enforceable, the Debtor is entitled to all such benefits and proceeds derived under such Material Agreement. Upon this Debenture becoming enforceable, in order that the full value of the beneficial interest in every Material Agreement not assigned to the Agent pursuant to this Debenture but held in trust for the Agent as aforesaid may be realized by

the Agent the Debtor shall, at the request and expense and under the direction of the Agent, in the name of the Debtor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Debtor under such Material Agreement may be performed in such manner that the beneficial interest in such Material Agreement shall be preserved and shall enure to the benefit of the Agent or as the Agent may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Debtor shall promptly pay over to the Agent or as it may direct in writing all monies collected by or paid to the Debtor in respect of the beneficial interest in every such Material Agreement.

All the undertaking, property and assets granted, assigned, transferred, mortgaged and charged pursuant to Section 4(a) hereof being hereinafter collectively referred to as the "**Mortgaged Property**"; all the undertaking, property and assets assigned, transferred and set over pursuant to Section 4(b) being hereinafter collectively referred to as the "**Assigned Property**"; and the Mortgaged Property and Assigned Property being hereinafter collectively referred to as the "**Secured Property**". The said mortgages, charges, assignments and security interests on the property and assets of the Debtor shall extend to and include any property (including money) in any form derived directly or indirectly from any dealing with the said property and assets or that indemnifies or compensates for property or assets or proceeds therefrom that are destroyed or damaged.

TO HAVE AND TO HOLD the Secured Property and all rights hereby conferred unto the Agent, its successors and assigns forever, for the uses and purposes and with the powers and authorities and subject to the terms and conditions herein set forth.

5. Registration

The Agent shall have the right at any time and without notice to cause this Debenture or notice thereof to be registered or filed in any place or office where the Secured Creditors or their counsel deem advisable or necessary.

6. Enforceability

The security hereby constituted shall become immediately enforceable upon demand being made, in accordance with and subject to the conditions contained in the Credit Agreement upon the Debtor hereunder by the Agent following the occurrence of an Event of Default.

7. Performance Until Demand

Subject to the terms of the Credit Agreement, until demand has been made upon the Debtor hereunder by the Agent, the Debtor shall be entitled to dispose of or deal with the Secured Property and enforce all of the benefits, advantages and powers thereunder as if this Debenture had not been made. Upon demand being made hereunder, in accordance with and subject to the conditions contained in the Credit Agreement, the Agent may, but shall not be obligated to, exercise all rights, powers, authority and discretions of the Debtor in respect of the Secured Property in its place and stead. Until demand has been made upon the Debtor hereunder, the grant of a security interest in intellectual property does not in any way affect the

Debtor's right to commercially exploit such intellectual property, defend it, enforce the Debtor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive damages with respect to any infringement of it.

8. Remedies

Whenever the security hereby constituted becomes enforceable and so long as it remains enforceable, the Agent may, in addition to any other rights it may have, without further notice or presentment to the Debtor or any other action whatsoever (all of which are hereby waived by the Debtor) except as required by law, realize upon the security constituted hereby and enforce its rights in the following manner:

(a) immediately enter upon and take possession of, disable or remove all of the Secured Property or any part or parts thereof with power, among other things, to exclude the Debtor, to preserve and maintain the Secured Property and make additions and replacements thereto, to receive rents, income and profits of all kinds and pay therefrom all reasonable expenses of maintaining, preserving and protecting and operating the Secured Property and all charges, payment of which may be necessary to preserve or protect the Secured Property, and enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own monies at the hereinbefore rate provided and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof;

(b) take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Debenture includes a manager and a receiver and manager (a "**Receiver**")) of all or any part of the Secured Property;

(c) take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Secured Property;

(d) file proofs of claim and other documents to establish its claim in any bankruptcy, winding-up or other proceedings relating to the Debtor;

(e) with or without taking possession, take any action or proceedings to enforce the performance of any covenant in favour of the Debtor contained in or pertaining to any of the Assigned Property;

(f) whether or not the Agent has taken possession of the Secured Property or any of it, sell, lease or otherwise dispose thereof, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Agent may determine (including a term that a reasonable commission shall be payable to the Agent or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any

of the Secured Property and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby except to the extent caused by the gross negligence or wilful misconduct of the Agent; and the Agent may execute and deliver to any purchaser of the Secured Property or any part thereof, good and sufficient deeds and documents for the same;

(g) by instrument in writing appoint any person to be a Receiver of the Secured Property or of any part thereof with such rights, powers and authority (including any or all of the rights, powers and authority of the Agent under this Debenture) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time, and any such Receiver so appointed shall have power:

(i) to take possession of and collect and get in all or any part of the Secured Property or any part thereof and, for that purpose, to take proceedings in the name of the Debtor or otherwise and to make any arrangement or compromise;

(ii) to operate, manage and develop the Secured Property and to carry on or concur in carrying on all or any part of the business of the Debtor relating to the Secured Property;

(iii) to borrow or raise money on the security of the Secured Property or any part thereof in priority to this Debenture or otherwise, for the purpose of the maintenance, preservation or protection of the Secured Property or any part thereof or for carrying on all or any part of the business of the Debtor relating to the Secured Property;

(iv) to sell, lease or otherwise dispose or concur in a disposition of the whole or any part of the Secured Property, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Receiver may determine;

(v) to exercise any of the rights and remedies which may be exercised by the Agent against the Debtor or the Secured Property; and

(vi) to make any arrangement or compromise with respect to the Secured Property which the receiver shall think expedient in the interest of the Agent;

provided that any such Receiver shall be deemed the agent of the Debtor and not of the Agent or the Secured Creditors and the Agent or the Secured Creditors shall not be in any way responsible for the acts or omissions of such Receiver; and in making such appointment the Agent or the Secured Creditors shall not incur any liability to the Receiver for his remuneration or otherwise and the Debtor hereby agrees to indemnify and

save harmless each of the Agent and the Secured Creditors from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Agent or the Secured Creditors may suffer, incur or be required to pay as a result, in whole or in part, of any action taken by such Receiver or any failure of such Receiver to do any act or thing;

(h) subject to Applicable Law, seize, collect, retain and administer the Secured Property or any part or parts thereof in the Agent's sole and unfettered discretion;

(i) pay any encumbrance, lien, claim or charge that may exist or be threatened against any of the Secured Property and any amounts so paid together with any costs, charges and expenses incurred by the Agent or the Secured Creditors (including, without limitation, legal fees and disbursements on a solicitor-client basis) shall be added to the Obligations Secured hereby and shall bear interest at the rate herein provided;

(j) take proceedings in any court of competent jurisdiction to enforce payment by the Debtor of the Obligations Secured or any deficiency remaining upon application of proceeds of realization which are actually received by the Agent; and

(k) exercise all of the rights and remedies granted to the Secured Creditors under the PPSA or otherwise available to the Agent by contract, at law or in equity.

9. Remedies Not Exclusive

All rights, powers and remedies of the Agent under this Debenture may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Agent and any other rights, powers and remedies of the Agent however created or arising. No single or partial exercise by the Agent of any of the rights, powers and remedies under this Debenture or under any other security now or hereafter held by the Agent shall preclude any other and further exercise of any other right, power or remedy pursuant to this Debenture or any other security or at law, in equity or otherwise. The Agent shall at all times have the right to proceed against all or any portion of the Secured Property or any other security in such order and in such manner as it shall determine without waiving any rights, powers or remedies which the Agent may have with respect to this Debenture or any other security or at law, in equity or otherwise. No delay or omission by the Agent in exercising any right, power or remedy hereunder or otherwise shall operate as a waiver thereof or of any other right, power or remedy.

10. Application of Proceeds by Receiver

The net proceeds of any sale, lease or other disposition of the Secured Property shall be applied by the Receiver, subject to the claims of all creditors ranking in priority to this Debenture:

(a) firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid, including the remuneration of the Receiver and all amounts properly payable by him;

(b) secondly, in payment of all costs and other monies owing hereunder, except interest and principal;

(c) thirdly, in payment of all interest accrued hereunder; and

(d) fourthly, in payment of the principal amount of this Debenture;

and any surplus shall be paid to the Borrowers.

11. Sale of Charged Property

Any sale referred to in Section 8(f) or Section 8(g)(iv) may be a sale of all or any portion of the Secured Property and may be by way of public auction, public tender with notice or private contract or otherwise. Any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Agent in its sole discretion thinks fit, with power to vary or rescind any such sale and resell without being answerable for any loss. The Agent or a Receiver may sell the Secured Property for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Secured Property and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Debtor and all those claiming an interest in the Secured Property by, from, through or under the Debtor making any claim against the purchaser of the Secured Property provided that any sale or transaction completed pursuant to the provisions of this Section 11 shall be effected in a commercially reasonable manner.

12. Conveyances

In case of any sale of the whole or any part of the Secured Property after the security becomes enforceable hereunder, whether by the Agent, or by a Receiver, or under judicial proceedings, the Debtor agrees that it shall forthwith upon request execute and deliver to the purchaser such deeds, assurances, conveyances and receipts as may be necessary to transfer good title to the Secured Property so sold.

13. Power of Attorney

(a) The Debtor hereby appoints the Agent, or a Receiver as the agent of the Debtor, as the Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, do all such acts and to execute and deliver all such deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Debtor has herein agreed to execute, deliver and do as may be required by the Agent to give effect to the Credit Agreement, and/or this Debenture or in the exercise of any rights, powers or remedies hereby or thereby conferred on the Agent, and generally to use the name of the Debtor

in the exercise of all or any of the rights, powers or remedies hereby or thereby conferred on the Agent including, without limitation, the right to bring actions for and in the name of the Debtor, the right to collect accounts, and the right to exercise the rights of the Debtor under all agreements or contracts to which it is a party and to cure any defaults thereunder.

(b) The Agent shall only exercise its rights pursuant to Section 13(a) after the occurrence of an Event of Default that is continuing.

(c) The appointment in Section 13(a) is coupled with an interest and shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Debtor or for any other reason and shall remain in full force and effect until this Debenture is discharged in accordance with Section 24.

14. Default Under Other Encumbrances

Any amount paid by the Secured Creditors or the Agent after the occurrence of an Event of Default on account of monies payable under any encumbrance upon the Secured Property or any part thereof shall:

(a) be added to the Obligations Secured;

(b) bear interest at the interest rate specified herein;

(c) constitute a charge upon the Secured Property; and

(d) be repaid by the Debtor to the Agent on demand, in accordance with the provisions set out in this Debenture.

15. Judgment

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Debtor hereunder to make payment of the principal hereby secured or interest thereon or other monies owing hereunder nor shall such operate as a merger of any covenant or affect the right of the Secured Creditors to interest at the rate specified herein, and any judgment shall bear interest at such rate.

16. Expenses

The Debtor shall pay promptly to the Agent, upon request by the Agent accompanied by reasonable supporting documentation or other evidence, all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees and disbursements on a substantial indemnity basis) incurred by the Agent or its agents including, without limitation, a Receiver, in connection with the recovery or enforcement of payment of any of the monies owing hereunder, including but not limited to, all such costs, charges and expenses in connection with taking possession, protecting, preserving, collecting or realizing upon any part of the Secured Property together with interest thereon at the rate herein provided from the date of incurring such costs, charges and expenses. All such sums, together with interest thereon at the

rate herein provided shall be added to the indebtedness secured by this Debenture and shall be secured hereby.

17. Charge Valid Irrespective of Advances

The charges hereby created shall be and be deemed to be effective and shall have effect whether or not the monies hereby secured or any part thereof shall be advanced before or after or at the same time as the issuance of this Debenture or before or after or upon the date of the execution of this Debenture. Subject to Section 25, this Debenture is intended to and shall be valid and have priority over all Permitted Encumbrances. Although this Debenture is given to secure any and all future Obligations Secured owed the Secured Creditors under the Credit Agreement and the other Financing Documents in relation to the C&I Projects only or for the benefit of the Secured Property, whether obligatory, optional or otherwise, the Debtor and the Agent hereby acknowledge and agree that the obligations of the Lenders to make future advances are subject to the terms of the Credit Agreement and the satisfaction of the relevant conditions set forth therein.

18. After Acquired Property

The Debtor covenants and agrees that if and to the extent that any of its right, title, estate and interest in any of the Secured Property is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and the security interest of the Agent hereby created shall attach to such Secured Property at the same time as the Debtor acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Secured Property shall be subject to the security interests created hereby in accordance with the provisions of Section 4 hereof.

19. Attachment

The Debtor hereby acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

20. Severability

If any term, covenant, obligation or agreement contained in this Debenture, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Debenture or the application of such term, covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

21. Further Assurances

The Debtor hereby covenants and agrees that it will at all times, at its own cost and expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all and singular such further acts, deeds, mortgages, charges, assignments and

assurances in law, in each case consistent with the terms of this Debenture, as the Agent may reasonably require for the better mortgaging, charging, pledging and assigning unto the Agent the property and assets hereby mortgaged, charged, pledged or assigned or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, pledge or assign in favour of the Agent and for the better accomplishing, effectuating and perfecting of this Debenture, including but not limiting the generality of the foregoing, such as may be required in order to register or file this Debenture or perfect the registration of this Debenture wherever the Agent in its discretion considers that the same or notice of the same ought to be registered or filed.

22. Notices

Unless otherwise provided herein, any demand, notice or communication given or required to be given hereunder shall be in writing and shall be personally delivered or given by facsimile transmission addressed to the respective parties at its address or facsimile number set forth below or to such other address or facsimile number as such party may designate by notice in writing to the other party hereto:

(a) if to the Debtor, at:

c/o Grasshopper Solar Corporation
5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

Attention: Jason Hibbard
Email: jason.hibbard@grasshoppersolar.com
Fax: 1-866-400-7831

(b) if to the Agent, at:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
MS: NYC60 – 1630
New York, NY 10005

Attention: Project Finance Agency Services – GSC Solar Fund II LP
Fax: 732-578-4636

or at such other address as the Debtor or the Agent may designate by notice to the other. If any notice, request, demand or other communication is delivered or transmitted on a day other than a Business Day or after 5:00 p.m. on any Business Day, the same shall be deemed to have been effectively given and received on the next following Business Day.

23. Continuing and Additional Security

This Debenture shall not be considered as satisfied or discharged by an intermediate payment of part of the Obligations Secured but shall constitute and be a continuing

security to the Agent and shall be in addition to and not in substitution for any other security now or hereafter held by the Agent. This Debenture shall not be considered as satisfied, discharged or redeemed, and the security interests created hereby shall not cease to operate or be deemed to be extinguished or void by an intermediate payment of all or part of the Obligations Secured or by reason of the Obligations Secured becoming or being zero at any time or from time to time and no payment (except if there is any money realized from the security interests created hereby) received by the Agent shall reduce, or be deemed to reduce or be deemed to be a payment on account of the Obligations Secured. The remedies of the Agent under this Debenture may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Agent however created.

24. Receipt and Discharge

The Agent is the person entitled to receive the money payable hereunder and to give a discharge hereof. If the Debtor pays to the Agent the monies secured by this Debenture and otherwise observes and performs the terms and conditions hereof and of the Credit Agreement, then the Agent shall at the request of the Debtor cancel and discharge the mortgages, charges, assignments and security interest of or created by this Debenture and execute and deliver to the Debtor such deeds and other instruments as shall be requisite therefor.

25. Paramountcy

In the event of a conflict or inconsistency between the provisions of this Debenture and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail to the extent of such conflict or inconsistency. For greater certainty: (a) notwithstanding that the rate of interest stipulated for in this Debenture may exceed the rate of interest stipulated in the Credit Agreement, the rate of interest under the Credit Agreement shall apply; (b) notwithstanding that this Debenture contains a promise by the Debtor to pay to the Agent a principal amount which may be in excess of the Obligations of the Debtor, the Debtor shall only be liable to pay to the Agent the amount of the Obligations of the Debtor outstanding at that time; and (c) notwithstanding that this Debenture is expressed to be payable on demand, the Obligations Secured and the Principal Sum shall only be payable upon the occurrence of an Event of Default. Provided however, that if in this Debenture there exist any rights in favour of, or remedies available to, the Agent, which rights or remedies do not exist in the Credit Agreement, the Agent shall, notwithstanding this Section 25, be entitled to exercise such rights and enforce such remedies.

26. Governing Law

This Debenture 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 Debenture may be instituted in the courts of Ontario, and the parties hereto 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.

27. Time of the Essence

Time is of the essence of this Debenture.

28. Receipt of Copy

The Debtor acknowledges receipt of a true copy of this Debenture.

29. Exclusion of Rights

The Debtor agrees that the Obligations Secured will be paid when due without regard to any equities between the Debtor and the Agent or any other person or any right of set-off or counterclaim.

30. Acknowledgements

The Debtor acknowledges and agrees that the charges, mortgages, assignments, pledges and security interests created hereby shall be held by the Agent under the Credit Agreement for the benefit of the Secured Creditors and that in dealing with this Debenture, the Agent shall be entitled to all of the protections available to it pursuant to the Credit Agreement.

31. Modifications

No amendment, modification, consent or waiver by the Agent and no consent to a departure or a waiver of the provisions hereof by the Agent shall be effective unless made in writing and signed by an authorized officer of the Agent.

32. Currency of Payment

The principal, interest and other monies payable hereunder shall be paid in lawful money of Canada.

33. Successors

This Debenture and all its provisions shall enure to the benefit of the respective successors and assigns of each of the Agent, Administrative Agent and the Secured Creditors and shall be binding upon the Debtor and its successors and permitted assigns.

34. Use of Agents

The Agent may perform any of its rights or duties under this Debenture by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Debenture and the Agent shall have no liability for the action or inaction of such agents or for the use of such agents or for any other action or inaction by the Agent under this Debenture, absent gross negligence or wilful misconduct on the part of the Agent.

35. Assignment

This Debenture and the rights and remedies contained herein shall be assignable by the Agent in accordance with the terms of the Credit Agreement and, in such event, such Person will be entitled to all of the rights and remedies of the Agent as set forth in this Debenture. If so assigned, the assignee shall have and be entitled to exercise any and all discretion, rights and powers of the assigning Agent hereunder and all references herein to the Agent shall include such assignee. The Debtor may not assign, transfer or delegate any of its rights or obligations under this Debenture except in accordance with the terms of the Credit Agreement.

36. *Land Registration Reform Act*

The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* (Ontario) (the "**LRRA**") shall, except as expressly amended or excluded hereby, be in addition to, and not in substitution for, the provisions of this Debenture. In the event of any conflict, inconsistency or discrepancy between the provisions of this Debenture and any such implied covenants, the provisions of this Debenture shall prevail. The implied covenants set out in subparagraphs 7(1)1(v), (vi), (vii) and (ix) of the LRRA are hereby expressly excluded and replaced by the provisions of this Debenture.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the Debtor has duly executed this Debenture as of the date first above written.

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC.**

By: _____

Name: Carlos Augusto Melendez Rodriguez

Title: Secretary

SCHEDULE A

LEGAL DESCRIPTION

see attached excel spreadsheet.

Project No.	Address	PIN
250899	247 Resurrection Dr, Kitchener On N2N 3H2	22703-0030
236194	24 Castle Harbour Lane, Thornhill On L3T 3A2	03014-1205
156920	47 Hepworth Drive, Etobicoke, On M9R 3W1	07445-0435
258305	131 Independence Drive, Hamilton, On L8W 3C2	16928-0049
244887	349 Wyecroft Blvd, Waterloo On N2T 1X8	
255119	1843 Badgley Dr, Oshawa On L1K 0H5	16272-1333
249907	1659 Third Street, St. Catharines On L2R 6P9	46147-0105
197772	15 Gatineau Dr, Hamilton On L8T 2W3	16988-0018
229362	972 Basswood Avenue , Oshawa, On L1H 2G7	16418-0039
258785	347 Delancey Blvd, Hamilton On L9B 2B4	16918-0176
240671	25 Thicketwood Ave, Barrie On L4N 5Y4	58727-0623
244961	195 Northlake Drive, Waterloo, On N2V 1B7	22263-0223
230856	1687 Arborwood Dr, Oshawa On L1K 0P1	16272-1750
242466	960 Langford St, Oshawa On L1K 0A5	16425-2103
234915	138 Lavender Drive, Ancaster On L9K 1B6	17078-0216
151660	9 Horn Crt, Stoney Creek, On L8G 4K6	17352-0077
176573	17 Baker St, Norwood On K0L 2V0	28217-0176
194043	13 Boltonview Cres, Bolton, On L7E 2H2	14321-0151
250636	141 Foxglove Crescent, Kitchener On N2E 3Z1	22467-1048
229633	69 Cosby Avenue, St. Catharines, On L2M 5R7	
230279	7268 Frontier Ridge, Mississauga, On L5N 7P9	14085-2073
245707	6840 Johnson Wagon Cres, Mississauga On L5W 1B1	13213-0912
233922	120 Paling Avenue, Hamilton, On L8H 5J4	17263-0283
249415	2741 Robert Rd, Windsor On N8W 5L9	01360-0041
248860	25 Armstrong Cres, Bradford On L3Z 0L1	58013-1755
249045	15 Sistine Crt, Hamilton, On L9B 0C4	16907-0813
249519	245 Garner Rd West, Ancaster On L9G 3K9	17415-0898
242579	20 Emerald Avenue, Kitchener, On N2A 1X5	22571-0329
253248	167 East 42Nd St, Hamilton On L8T 3A4	17064-0096
254086	94 Pearl Lake Road, Markham, On L6B 0Y2	70013-0514
244860	637 Willow Wood Dr, Waterloo, On N2T 2T7	22681-1029
255388	45 Farmington Dr, St. Catharines On L2S 3G1	46155-0119
230327	57 Goldfinch Road, Hamilton, On L9A 3W9	16973-0104
233046	70 Delena Avenue North, Hamilton, On L8H 6B7	17286-0318
236786	37 Welland St, Welland, On L3B 4E3	64113-0240
237407	372 Upper Wentworth Street, Hamilton, On L9A 4T5	17053-0126
249881	43 Torino Dr, Hamilton, On L9B 1Y5	16913-0092
252974	525 Thornview Pl, Waterloo On N2T 2V9	22681-1368
234606	4129 Goldenrod Cres, Mississauga On L5V 3C1	13371-0924
250321	71 Sulmona Dr, Hamilton, On L8W 3Z3	17560-0360
231146	131 Stone Church Rd East, Hamilton On L9B 1A8	16943-0259
250313	18 Bluebell Dr, Markham On L3S 3P8	03734-0039
234227	138 Robertson Crescent, Kitchener, On N2R 1C7	22725-0325
236107	140 Ivy Glen Drive, Maple, On L6A 0P2	03340-1469
236156	45 Edna Street, Kitchener, On N2H 2E2	22311-0132

237206	59 Chayna Cres, Maple, On L6A 0N1	03340-1606
237328	166 Glencarry Avenue, Hamilton, L8K 3R8	17277-0027
238114	7 Greengable Way, Kitchener, On N2N 3A7	22452-0161
238895	1315 Henry Ford Centre Dr, Windsor On N8Y 2T9	01094-0941 01094-0045
241045	190 Tierra Avenue, Maple On L6A 3H7	70012-2421
241396	41 Windyton Ave, Markham, On L6B 0X6	70013-0228
250048	338 Corvette St, Welland, On L3B 4S6	64120-0050
250884	178 Crafter Crescent, Stoney Creek, On L8J 0J1	17097-1673
250929	217 Governor'S Rd, Hamilton On L9H 3J7	17481-0151
253617	45 Chapel St, Kitchener On N2H 2S9	22513-0064
253652	460 Acadia Crt, Waterloo On N2K 3Y2	22707-0072
244555	35 Lawnhurst Drive, Hamilton On L8V 4N9	16984-0156
258621	459 Cabot Trail, Waterloo On N2K 4C8	22707-0941
259865	92 Bula Dr, St. Catharines On L2N 6R7	46228-0100
236290	407 Fairview St, New Hamburg, On N3A 1M2	22201-0247
253588	996 Peach Blossom Crescent,Windsor On N9G 2S2	01573-0186
233898	733 Rowena Street, Oshawa, On L1H 4Z3	16382-0176
255118	1326 Kettering Dr, Oshawa On L1K 3A9	16425-3193
242927	98 Upper Post Rd, Maple, On L6A 4J8	70017-0478
256518	9 Cascade Crt, St. Catharines, On L2P 1T5	46347-0051
240025	916 Copper Leaf Crescent, Kitchener On N2E 3W1	22727-1580
244193	9 Harbour Heights Lane, St. Catharines, On L2N 4K2	46198-0049
245108	1604 Hickory Rd, Windsor On N8Y 3T3	01126-0372
249217	1674 Lincoln Rd, Windsor On N8W 2P4	01140-0191
250459	41 Brookstream Crt, Hamilton On L8K 6J3	17105-0517
250475	93 Medici Lane,Hamilton On L9B 0G8	16907-1040
254310	39 Briarsdale Cres, Welland On L3C 6S7	64076-0062
258124	59 Warman Street, Alliston On L9R 0B9	58131-0666
254780	2749 Robert Rd, Windsor On N8W 5L9	01360-0043
229897	53 Geneva Cre, Kitchener On N2E 1M8	22600-0364
256270	55 Dunsdon St, Brantford On N3R 3J4	32213-0148
236164	196 Stanley Ave Hmilton On Ca L8P 2L4	17133-0064
196755	912 Drouillard Rd Windsor On Ca N8Y 2P5	01096-0560
254290	32 Masterson Cres Cambridge On Ca N3H 5R5	22643-1136
239653	50 Maverick Crescent, Maple, On L6A 4L1	03340-3846
249440	445 Timbercroft Cres, Waterloo On N2T 2J2	22681-0237
255633	5614 River Grove Ave, Mississauga On L5M 3T8Canada	13199-0479
256637	7 Francis St,St. Catharines On L2R 5B1	46223-0031
254322	1969 Everts Ave, Windsor On N9B 0B6	01555-7392
250360	6985 Cadiz Cres, Mississauga On L5N 1Y3	13218-0141
251472	15 Salina Pl, Stoney Creek, On L8G 4L4	17339-0032
244634	10898 Brentwood Crest, Windsor, On N8R 2H8	01566-0059
242349	956 Langford St, Oshawa On L1K 0A5	16425-2104
243778	338 Vellore Park Ave, Woodbridge On L4H 0E4	03327-4131
254425	7298 Saint Barbara Blvd, Mississauga On L5W 0C1	14080-1541
255116	1303 Upper Paradise Rd, Hamilton On L9B 2T2	16907-1200

260826	165 Toby Cres, Hamilton On L8T 2P1	17000-0461
254039	2269 Fraser Ave,Windsor, On N8X 3Z6	01321-0150
255097	1614 Laing St, Windsor On N9B 1M9	01218-0328
248910	161 Fletcher Rd.,Hannon, On L0R 1P0	17385-1221
249751	138 Riverview Blvd St Cathrines, On L2T 3M5	46414-0154
238326	135 Hillbrook Cres, Kitchener On N2N 1J4 a	22456-0072
250648	26 Watervale Dr, Kitchener On N2A 0E9	22713-5294
257566	476 Turnberry Cres, Mississauga On L4Z 3W5	13524-0360
258639	6115 Silken Laumann Way, Mississauga, On L5V 1A2	13213-0362
259685	1138 Copper Leaf Cres, Kitchener N2E 3W5	22727-1553
229797	3258 Crimson King Cir, Mississauga On L5N 8M8	13518-2513
232198	20 Dawn Rd, St. Catharines On L2N 4M7	46205-0038
249602	12 Northmanor Crescent, Kitchener, On N2N 3C2	22451-0142
257885	50 Janet St, Brantford On N3R 3G6	32217-0060
230304	713 Clifton Dr, Oshawa, On L1G 2Y9	16281-0139
240888	44 Hastings Crt, Baden On N3A 2T1	22192-0046
254225	764 Avocado Cres, Mississauga On L5W 1H4	14084-2758
255966	2575 Cavendish Dr, Burlington On L7P 4E3	07161-0109
236369	611 Rush Meadow Crescent, Kitchener On N2R 1T1	22722-1097
253962	1773 Hall Ave, Windsor On N8W 2L5	01142-0030
254424	29 Darlington Dr, Hamilton On L9C 2L8	16963-0063
254536	38 Chalmers St, St. Catharines On L2M 5C8	46283-0097
257526	362 Ceremonial Dr, Mississauga On L5R 2E4	13185-0034
258460	361 Upper Kenilworth Ave, Hamilton On L8T 4G4	16996-0086
233329	183 Darlington Dr, Hamilton On L9C 2M4	16961-0342
255265	383 Stoneheight Pl, Waterloo N2V 2A8	22258-0062
255418	38 Napoleon Dr, Stoney Creek, On L8E 4Y7	17350-0130
258371	5 Waxwing Way, Brantford On N3R 6N8	32203-0118
253568	99 Montcalm Dr, Kitchener On N2B 2R4	22534-0119
259473	158 Ellis Cres S, Waterloo On N2J 2C4	22334-0058
244844	8340 Gateside Pl, Windsor On N8S 4N6	01586-0615
259352	57 Deerwood Cres, Kitchener, On N2N 1R4	22689-0272
242083	101 Seline Cres, Barrie, On L4N 5V7	58727-0374
255682	2372 Tait Ave, Burlington On L7P 1G8	07135-0222
239141	190 Wessenger Dr, Barrie On L4N 8N9	58924-0437
260075	95 Laurier Ave, Richmond Hill On L4E 4P7	03206-2756
244470	426 Belgreen Way, Waterloo On N2L 5Z2	22400-0285
262606	186 Claudette Gate, Hamilton On L9B 2J9	16908-0225
256806	29 Hamilton St, St. Catharines, On L2S 1K5	46178-0033
237204	75 Shale Cres, Maple, On L6A 0Z2	03341-4928
238835	24 Auburn Crt, Barrie On L4N 6G9	58763-1392
258431	4837 Rice Lake Dr South, Township Of Hamilton On L1A 3V6	
261471	229 Charlotta St, Baden, On N3A 4M8	22193-0381
264929	20 Millward Ave, St. Catharines On L2N 1P4	46254-0114
267789	119 Cameron Ave S, Hamilton On L8K 2X6	17272-0054
259390	717 Keats Way, Waterloo On N2T 2X1	22684-1635
260600	303 Dale Cres, Waterloo On N2J 3Y4	22691-0224

234375	11 Tidemore Hts, Stoney Creek On L8E 0B7	17347-0936
258250	3198 Cotter Rd, Burlington On L7M 0N4	07202-3052
260760	22 Trotters Lane, Brampton On L6Y 1B6	14058-0081
257941	176 Featherstone Ave Markham On L3S 4J2	03738-0274
238298	24 Twiss Dr, Barrie On L4N 8P3	58924-0406
242298	33 Michael Dr, Welland On L3C 0A5	64078-0306
261243	282 Nisbet Blvd, Waterdown On L8B 0S3	17511-0434
262885	8 Riva Crt, Hamilton, On L9B 0H9	16913-0754
249168	3195 Virginia Park Ave, Windsor On N9E 2C1	
260465	49 Prince Charles Dr, St. Catharines On L2N 3Y8	46234-0076
267182	24 Scotia Ave, Hamilton On L8K 4X5	17112-0075
258554	47 Waldie Cres, Brantford On N3T 0A5	32612-1553
243600	90 Dixon Cres, Welland On L3C 6P4	64082-0088
259267	53 Brookstream Crt, Hamilton On L8K 6J3	17105-0514
243037	2342 Louis Ave, Windsor On N8W 2B6	01320-0332
254042	2973 Ruth Rd, Windsor On N8R 2K7	01382-0293
265687	33 Sunburst Cres, Markham, On L6E 1R6	03061-1226
268825	144 Weir St N, Hamilton On L8H 5E9	17263-0075
259571	65 Fife Ave, Kitchener On N2B 1M9	22526-0063
236136	121 Oakborough Dr, Markham, On L6B 0G3	03065-0593
240248	129 Hammerstone Cres, Thornhill On L4J 8B2	03270-0468
266549	94 Little Lake Dr, Barrie On L4M 7C1	58361-0383
255692	216 Arrowhead Dr, Hamilton On L8W 3Z4	16905-0651
258352	95 South Bend Rd E, Hamilton On L9A 2B3	17022-0036
254391	2451 Kildare Rd, Windsor, On N8W 2Y1	01332-0030
262180	51 Arjay Trail, Brampton On L6X 4M4	14114-0421
243141	4808 Lighthouse Crt, Mississauga On L5R 0A4	13135-0938
238081	12 Golden Orchard Rd, Maple On L6A 0M6	03340-1736
262263	85 Northwood Dr, Welland On L3C 6S3	64076-0122
264369	12 Ann St, St. Catharines On L2N 5E6	46188-1588
262143	223 Father Tobin Rd, Brampton On L6R 0G3	14223-5408
261580	75 Harding Street, Kitchener On N2E 4L3	22727-4192 22727-4066
271696	48 Arrowhead Dr, Hamilton On L8W 3X2	16905-0267
203502	48 Dunnett Dr, Barrie, On L4N 0J6	58911-0769
262004	334 Morrison Rd, Kitchener, On N2A 3A4	22555-0156
259337	20 Houser St, Markham On L6E 1H9	70008-0681
262617	772 Rose Lane, Innisfil On L9S 2H3	58077-0190
258153	3362 Roma Ave, Burlington On L7M 0N7	07202-2876
260314	27 Garfield Lane, St. Catharines, On L2R 7G9	46206-0208
244857	577 Louis Dr, Mississauga On L5B 2N1	13356-0234
254343	34 Azores Cres, Cambridge, On N1R 7Z4	03843-0059
264964	14 Leckie Ave, Stoney Creek, On L8J 2S8	17089-0065
262099	1422 Maple Rd, Belle Ewart On L0L 1C0	58068-0047
259504	135 Moffat Dr, Cambridge, On N1R 6C1	03841-0384
242080	13 Royal Crown Rd, Markham, On L6E 1S2	03061-1048
264433	88 Appalachian Cres, Kitchener On N2E 1A4	22600-0244

257113	1564 Betts Ave, Windsor On N9B 3L3	01213-0434
265745	16 Bristow Crt, Barrie On L4N 6T1	58735-0144
259582	292 Flamingo Rd, Thornhill On L4J 8N3	03259-1370
260088	181 Anthony Ave, Mississauga On L4Z 3V3	13288-0186
254071	403 Winston Blvd, Cambridge On N3C 3Y2	22638-0307
265748	50 Duchess Dr, Cambridge On N1S 4C1	03827-0372
261996	6 Nicholson Drive, Barrie, On L4N 8L6	58763-0397
267290	5 Simpson Rd, St. Catharines On L2N 6T6	46239-0086
268393	105 Woodman Dr N, Hamilton L8H 2M6	17282-0037 17282-0037
264796	185 Greenbriar Rd, Ancaster On L9G4V3	17414-0249
242764	122 Twin Hills Cres, Woodbridge On L4H 0G7	03327-5551
256658	65 Saint George St, St. Catharines, On L2M 5P5	46280-0127
203610	33 Macoomb Dr, Welland, On L3C 5V1	64074-0455
249855	516 Autumn Ridge Ave, Amherstburg On N9V 3W7	70569-0028
241173	5623 Kellandy Run, Mississauga On L5M 7A8	13239-3983
256741	16 Pagnello Crt, Markham On L6B 0T3	03065-3886
257712	49 Nottingham Ave, Hamilton On L8T 3N4	17004-0112
263463	556 Gaiser Rd, Welland On L3C 0B9	64400-0616
245427	311 Nelson St, Barrie, On L4M 5P6	58831-0314
259989	61 Madison Ave, Richmond Hill, On L4E 4P5	03206-2707
254157	139 Elgin St N, Cambridge On N1R 5H6	03821-0202
255949	134 Darren Ave, Whitby On L1R 0E7	26562-1103
259482	10 Horseshoe Dr, Whitby On L1N 8E7	26509-0167
245828	12 Wedgewood Dr, Kitchener, On N2B 1E5	22520-0118
239733	31 Lindsay Crt, Barrie, On L4M 6G5	58806-0071
250951	86 Parkwood Cres, Hamilton, On L8V 5A1	16978-0326
259208	518 Gilbert St E, Whitby On L1N 1R7	26503-0122
230840	509A Rosemeadow Crescent, Waterloo, On N2T 2A4	22395-0106
250476	81 Medici Lane, Hamilton On L9B 0G8	16907-1037
240539	6911 Gracefield Dr, Mississauga On L5N 6T7	13247-0133
258506	62 Donegal Dr, Brantford On N3T 6L2	32074-0193
243868	64 Shadyglen Drive, Stoney Creek On L8J 3W7	17087-0606
259574	9 Mantz Cres, Whitby On L1R 0L5	26569-1489
256130	23 Farmingdale Cres, Stoney Creek, On L8G 4H1	17351-0126
258799	32 Russell St, Brantford On N3R 1Y7	32171-0152
244501	19 Elodia Crt, Hamilton On L9C 7R2	17565-0650
258101	90 Clansman Trail, Mississauga On L4Z 3H3	13289-0154
245957	240 Regatta Drive, Welland On L3B 6E8	64132-0411
232710	181 Rose St, Barrie On L4M 2T8	58828-0020
255417	28 Signal Hill Pathway, Stoney Creek On L8E 0B7	
263688	163 Hickling Trail, Barrie On L4M 5V1	58831-0151
258378	69 Childerhose Cres, Brantford On N3P 1Z7	32193-0033
264631	36 Longfellow Ave, St. Catharines On L2R 6N7	46208-0149
266449	195 Stirling Macgregor Dr, Cambridge On N1S 4Z8	22671-0063
266905	36 Grenadier Dr, Hamilton On L8T 4C8	16998-0078
264681	1660 Lobsinger Line, Township Of Woolwich, On N2J 4G8	22237-0062

266044	146 Stonehenge Pl, Kitchener, On N2N 2M7	22689-0107
262389	1 Gallant Place, Woodbridge On L4H 3W6	03754-1107
261104	3091 Orleans Rd, Mississauga On L5L 5L6	13416-0270
257792	596 John Harvey Crt, Windsor On N9E 4W1	01299-0576
266988	252 Dodson Rd, Barrie On L4N 4S9	58739-0102
266871	341 Westvale Dr, Waterloo On N2T 2M2	22396-0113
262766	68 Bisset Ave, Brantford On N3T 0H3	32068-0621
264937	4583 Gatineau Ave, Mississauga On L4Z 2R8	13177-0104
256312	2733 Lloyd George Blvd ,Windsor On N8T 2T8	01369-0245
249353	3224 Cactus Gate, Mississauga On L5N 8M7	13518-2543
259505	11 Mantz Cres, Whitby On L1R 0L3	26569-1490
233818	74 Greenford Dr, Hamilton, On L8G 2G5	17298-0098
255954	394 Timlock Pl, Waterloo On N2K 3J2	22295-0081
258865	425 Big Bay Point Rd, Barrie On L4N 3Z3	58737-0601
245393	587 Farwell Cres, Mississauga On L5R 2A6	13135-0190
262467	7 Pinedale Dr, Kitchener On N2E 1J8	22468-0007
263527	43 Fano Dr, Hamilton On L8W 3T9	16920-0230
258249	4553 Pemmican Trail, Mississauga On L4Z 2L8	13179-0278
235307	2767 Buckingham Dr, Windsor On N8T 2C1	01376-0253
262425	6 Silverdale Drive, St. Catharines On L2M 3N1	46291-0139
239747	30 Felicia Crt, Thornhill, On L4J 5K5	03252-0300
255556	2688 Romark Mews, Mississauga On L5L 2Z4	13397-0754
271158	53 Reno Ave, Hamilton On L8T 2S5	16986-0084
264498	28 Meadowlark Rd, Barrie, On L4M 6E1	58806-0245
259238	176 Terrace Dr, Hamilton On L9A 2Z1	17023-0140
268087	55 Park Ave, St. Thomas On N5R 4V9	35208-0008
263540	208 Nina Rd, Barrie, On L4N 7Y6	58909-0079
268256	12 Leonard Dr, St. Catharines On L2S 3V2	46160-0078
268425	173 Lawnhurst Dr, Hamilton On L8V 4R2	16980-0165
261408	17 Southglen Rd, Brantford On N3R 6Z8	32263-0340
245589	728 Upper Wellington St, Hamilton On L9A 3R4	17021-0262
242514	88 Reginald Lamb Cres, Markham On L6B 0B5	03065-1383
233300	1637 Drouillard Rd, Windsor On N8Y 2S4	01126-0379
251230	621 Salzburg Dr, Waterloo On N2V 2L5	22684-0680
256135	55 Delmark Blvd, Markham On L3P 3Z4	02936-0282
255468	109 Hubner Ave, Markham On L6C 0R5	03059-6640
258810	371 Dansbury Dr, Waterloo On N2K 3B5	22296-0150
271764	15 Orkney Dr, Hamilton On L8K 3Y3	17279-0150
256324	1908 Hebert St, Tecumseh On N8N 4G6	75243-0165
271304	220 Stone Church Rd W, Hamilton On L9B 1A4	16945-0126
261257	38 Gray Ave, Alliston On L9R 1M9	58985-0127
231673	97 Ludolph St, Kitchener On N2R 0J4	22728-0552
237089	209 Dawson St, Waterloo, On N2L 1S3	22408-0043
237323	15 Beulah Dr, Markham, On L3S 3N7	02938-0375
243258	16 Josephine St, St. Catharines, On L2S 1J2	46172-0167
237835	1256 Greenwood Hill Rd, Wellesley, On N0B 2T0	22167-0184
248640	63 Foundry St, Leamington On N8H 1C5	75097-0270

245868	1835 Buckingham Dr, Windsor On N8T 2A7	01111-0259
239174	255 Frank Ave, Windsor On N8S 3N7	01055-0163
252986	1301 Countrystone Dr, Kitchener On N2N 3R9	22698-1978
254640	1104 Swinbourne Dr, Mississauga On L5V 1C2	13212-0146
231903	114 Riverview Blvd, St. Catharines On L2T 3M2	46172-0570
257379	215 Warden Wilson Ave, Whitby On L1N 5L2	26546-0041
257371	12 Trinity Cres, Whitby On L1N 6L2	26523-0025
253424	274 Tiffany St, Cambridge On N3H 4G9	03787-0034
241656	9 Maria Rd, Markham, On L6E 0E3	03060-5849
236007	29 Burfield Ave, Hamilton On L8T 2J8	17000-0126
260706	3990 Passway Rd, Mississauga On L5N 8P3	13518-2754
257989	1328 Consort Cres, Burlington On L7M 1J7	07169-0255
250748	491 Caron Ave, Windsor On N9A 5B5	01197-0310
263648	1838 Drouillard Rd, Windsor On N8W 3X5	01124-0231
258065	26 Doreen Crt, Hamilton On L8T 2M3	16994-0066
263873	369 Grenville Ave, Orillia On L3V 7P7	58638-0088
261119	6941 Lisgar Dr, Mississauga On L5N 6V7	13247-0433
261962	437 Benesfort Crt, Kitchener N2N 3B7	22454-0158
264797	111 Monique Cres, Barrie On L4M 6Y5	58928-1820
265033	638 Montpellier Dr, Waterloo On N2T 0B2	22684-4255
263278	22 Elkington Dr, Kitchener, On N2B 1S2	22529-0054
261846	25 Coppard Ave Markham, On L3S 2L4	09244-0257
267007	53 Valencourt Dr, Welland On L3C 1M7	64085-0088
265374	32 Marisa St, Kitchener, On N2K 3V8	22302-0216
262380	1 Jevins Close, Brampton On L6X 2Y7	14093-2674
266578	19 Brunswick Ave, Kitchener On N2H 4E5	22325-0055
263529	464 Red River Dr, Waterloo On N2T 1V1	22395-0284
267126	27 Algoma Cres, Hamilton On L9C 1S5	17027-0090
260313	64 Sovereign'S Gate, Barrie On L4N 0Y9	58091-1497
269287	116 Seneca Ave, Oshawa On L1G 3V4	16268-0114
267257	12 Lismer Dr, Whitby On L1N 9A3	26529-0094
262551	93 Aubrey Ave, Stoney Creek, On L8J 2T1	17089-0092
271349	30 Glamis Crt, Hamilton On L9C 6B3	16947-0152
271293	583 Mohawk Rd E, Hamilton On L8V 2J8	17009-0284
271501	31 Edith Ave, Hamilton On L8T 4H3	16995-0048
272460	325 Mcalpine Ave, Welland On L3B 1V3	64111-0037
275905	514 Forestlawn Rd, Waterloo On N2K 3X9	22720-0146
274380	376 Bamberg Cres, Waterloo On N2T 0B5	22684-4306
269664	297 Faraday Crt, Waterloo On N2L 6A4	22381-0156
261135	23 Grants Way, Barrie On L4N 0J4	58911-0874
243135	1725 Silverstone Cres, Oshawa On L1K 0V5	16429-2079
262821	91 Riverbank Dr, St Thomas On N5P 4N1	35163-0110
267811	2445 Strawberry Dr, Tecumseh On N9K 1C3	75239-0049
249792	29 Edmund St, St Catharines On L2R 2G3	46225-0220
270272	627 Mohawk Rd E, Hamilton On L8V 2J9	17009-0052
263292	87 Rose Ave, Thorold On L2V 3C9	64053-0072
229655	68 Roselawn Cres, Welland On L3C 0B7	64400-0669

258633	B-108 Northlake Pl, Waterloo On N2V 1B1	22260-0349
272949	5336 Swiftcurrent Trail, Mississauga On L5R 2H7	13183-0538
265197	134 Mcmurren Crescent, Windsor On N8N 4R5	75001-0213
269637	214 First Rd W, Stoney Creek On L8J 1K8	17090-0013
254087	266 Comiskey Cres, Mississauga On L5W 0C4	14080-1415
264726	74 Blackwell Dr, Kitchener On N2N 1P8	22686-0095
268928	372 Ryerson Cres, Oshawa On L1G 8B6	16266-0657
260360	7318 Aldercrest Dr, Mississauga On L5N 7T3	13246-0428
258390	3150 Ferguson Dr, Burlington On L7M 0G3	07202-0854
265062	5970 Lasalle St, Lasalle On N9J 3L6	70727-0075
266047	11 Fontana Crt, Hamilton On L9C 0C1	16945-1630
266515	74 Summercrest Dr, Hamilton On L8K 6G6	17099-0252
271050	158 Harding St, Kitchener On N2E 4L2	22727-4137
264594	1527 Dobrich St, Windsor On N9B 3W7	01555-6532
272010	82 Amore Blvd, Hamilton On L9B 2V2	16908-0643
268165	213 Allen St E, Waterloo On N2J 1J9	22346-0125
229554	6437 Valiant Hts, Mississauga On L5W 1E2	13213-1261
261071	39 Hillcrest Ave, St. Catharines On L2R 4Y2	46182-0394
257326	5 Moscan St, Markham On L6E 1N3	03060-1589
253345	33 Aloe Ave, Richmond Hill On L4E4M8	03209-1254
256890	1927 Rockcreek Dr, Oshawa On L1K 3B8	16429-1478
236697	15 Mortimer Crt, Thornhill On L4J2P7	03250-0266
249156	1419 Pierre Ave, Windsor On N8X 4P4	01157-0671
270080	395 Mountain Laurel Cres, Kitchener On N2E 4B4	22727-2844
262903	2177 Batters Loop, Innisfil On L9S 0C7	58075-0761
265569	81 Maple Ave, Amherstburg On N9V 1B5	70552-0101
268005	1593 Seymour Blvd, Windsor On N8W 5M7	01561-1313
268593	16 Cambridge Court, Amherstburg, On N9V 4B5	01545-0895
268734	577 Caboto Trail, Unionville On L3R 5S1	02963-2194
276349	943 Upper Gage Ave, Hamilton On L8V 4L1	16986-0146
263736	928 Lovingston Cres, Mississauga On L4W 3S7	13309-0104
267856	1731 Mark Ave, Windsor On N9B 3G7	01555-5848
263145	122 Westgate Park Dr, St. Catharines On L2N 6H1	46196-0165
267861	1408 St Luke Rd, Windsor On N8Y 3N2	01094-1486
270321	418 Grangewood Dr, Waterloo On N2K 2E6	22294-0178
258166	41 Sherwood Ave, Leamington On N8H 4V1	75120-0057
279358	11 Grange Ave, Welland On L3B 1G6	64119-0264
253443	2810 Sherway Dr, Windsor On N8R 1K4	01389-0027
259265	303 Grand Ridge Dr, Cambridge On N1S 4W9	03828-0523
235868	36 Heintzman Cres, Maple On L6A 4T8	03341-6284
265650	52 Grenville Ave, Kitchener On N2G 3S4	22505-0142
264201	16 Ridgeview Ave, St Catharines On L2M 6B3	46322-0143
276059	95 Eastman Cres, Newmarket On L3Y 5S3	03561-0067
264819	297 North Park St, Brantford On N3R 4L2	32179-0012
270359	670 Richmond St, Amherstburg On N9V 3Z4	70561-0129
272006	538 Mohawk Rd E, Hamilton On L8V 2J6	16981-0003
273819	7 Haskell Road, Cambridge On N1P 1E3	22680-0224

250663	7275 Windrush Crt, Mississauga On L5N 6K2	13217-0129
250912	4220 Old West Ave, Windsor On N9G 2W8	01560-0629
255854	64 Snowshoe Cres, Thornhill, On L3T 4M6	03005-0032
232979	89 Lorraine Dr, Hamilton On L8T 3S2	16987-0219
258381	134 Dunsdon St, Brantford On N3R 5V2	32201-0013
264527	16 Devereux Street, Brantford On N3S 0A5	32116-0444
258766	1 Vaughan Mills Rd, Woodbridge, On L4H 1C8	03307-0607
258671	3155 Wachna Dr, Windsor On N8T 1Z9	01562-0158
249904	170 Parnell Rd, St. Catharines On L2M 1V6	46295-0005
260483	927 Glen St, Oshawa On L1J 3T9	16383-0239
263637	250 Madison Ave S, Kitchener On N2M 3H4	22499-0196
259808	470 Mcneilly Rd, Stoney Creek On L8E 5C8	17362-0063
269149	2336 Bridle Rd, Oshawa On L1L 0A1	16262-1166
273769	31 Jade Crt, Cambridge, On N1T 1X1	03796-0762
270379	34 Jenmat Dr, Markham On L6E 2A8	03061-2742
267971	1432 Lillian Ave, Windsor On N8X 4A5	01163-0155
267421	2643 Byng Rd, Windsor On N8W 3G2	01330-0275
272871	93 Bellroyal Cres, Stoney Creek On L8J 0G1	17090-0597
269592	53 Twin Cres, Hamilton On L8W 2R8	16920-0131
264315	228 Equator Cres, Maple On L6A 2Y1	70012-1392
257073	1441 Mountain Grove Ave, Burlington On L7P 2H4	07145-0031
266985	127 Slinger Ave, Stoney Creek On L8J 2T1	17088-0016
267041	27 Strong Crt, Brantford On N3R 7Y4	32207-0045
269597	1746 Badgley Dr, Oshawa On L1K 0H5	16272-1309
268205	44 Robert St, Welland On L3B 5T9	64127-0338
272558	55 Rutledge Crt, Hamilton On L8W 3H7	16927-0052
267294	14 Deerpark Dr, Barrie On L4M 4W9	58929-0194
266934	537 Limeridge Rd E, Hamilton, On L8W 2K1	16978-0367
250493	149 Westvale Dr, Waterloo On N2T 1B7	22394-0034
267017	574 Forest Hill Dr, Kitchener On N2M 4H7	22472-0034
266452	79 Royal Orchard Pl, Kitchener On N2N 1Z6	22689-0318
270841	19 Merle Crt, Hamilton On L8T 1N6	17068-0091
275374	29 Fifth Ave, St Thomas On N5R 4C2	35220-0145
277065	68 Hazelton Ave, Hamilton On L9B 0E9	16911-0568
270396	330 Mountsberg Rd, Campbellville, On L0P1B0	
280245	180 Aishford Rd, Bradford On L3Z 0P4	58013-2073
267715	24 Doherty Pl, Cambridge On N1T 1M1	22659-0164
257692	124 East Ave S, Hamilton On L8N 2T7	17177-0076
270029	644 Acadia Dr, Hamilton On L8W 3V1	16920-0288
269828	30 Kingsberry St, Hamilton, On L8T 4Z4	16993-0060
276416	65 East 19Th St, Hamilton On L9A 4R9	17053-0265
263762	2510 Francois Rd, Windsor On N8W 4T6	01374-0688
266009	90 Winston Blvd, Cambridge On N3C 1L6	22632-0056
269264	517 Havelock Dr, Waterloo On N2L 4N8	22266-0137
277125	1267 Abbey Crt, Windsor On N8S 4E1	01586-0136
254219	636 Cabana Rd E,Windsor On N9G 1A4	015161-4931
244333	3123 Loebach Dr, Windsor, On N8T 3M8	01562-0376

240015	100 Girdwood Dr, Barrie On L4N 8R9	58924-0515
257447	2169 Chilver Rd, Windsor On N8W 2V1	01325-0107
251153	216 East Ave N, Hamilton On L8L5J3	17184-0284
276961	37 Coulter Ave, St. Thomas On N5R 5A5	35194-0013
266145	362 East 18Th St, Hamilton On L9A 4P9	17016-0075
268389	92 Ashgrove Ave, Brantford On N3R 6E5	32263-0012
270746	3672 Maguire St, Windsor On N9E 4V5	01561-4938
269231	3913 Staniszewski St, Windsor On N8W 5N5	01359-0215
276641	117 Allen St E, Waterloo On N2J 1J5	11414-0043
274924	3607 Ellengale Dr, Mississauga On L5C 1Z8	13378-0889
257463	3119 Autumn Hill Crescent, Burlington On L7M 1Z3	07223-0028
267298	2501 Holiday Way, Innisfil On L9S 2H4	74008-0193
271978	48 Queenston Cres, Kitchener On N2B 2V5	22538-0058
271844	3403 Turner Rd, Windsor On N8W 3M6	
259362	886 Strasburg Rd, Kitchener On N2E 2K4	22609-0121
263705	118 Hawkstone Cres, Whitby On L1N 7H3	16419-0091
237981	159 Cedarhill Cres, Kitchener, On N2E 1R3	22612-0081
262357	32 Bluffwood Cres, Brampton On L6P 2P3	14210-2470
275796	1802 Badgley Crt, Oshawa On L1K 0H5	16272-1317
251896	2594 Dandurand Blvd, Windsor On N9E 2C9	01312-1079
257646	2218 Orchard Rd, Burlington On L7L 7H8	07184-1782
265182	9406 Alten Dr, Windsor On N8R 1V8	01386-0124
266492	50 Bisset Ave, Brantford On N3T 0H2	32068-0612
267539	7 Coyne St, St. Thomas On N5R 4K7	35210-0016
269152	511 Christina Cres, Windsor On N9G 2M4	01572-0136
270493	5778 Riverside Pl, Mississauga On L5M 4W5	13199-0218
263390	3594 Pineview Cres, Windsor On N8R 2A9	01395-0522
266649	87 Lambert Cres, Brantford On N3T 0E9	32068-0236
266293	10 Jacklin Court, St Thomas On N5P 0C3	35166-0458
272616	3 Gaydon Way, Brantford On N3T 6P9	32612-0383
265296	31 Webb Ave, Brantford On N3T 6S5	32612-0966
275862	10 Cavanaugh Cres, St Thomas On N5R 5Y3	35208-0199
275266	419 St Armand Dr, Waterloo On N2T 2Y7	22684-3218
270702	16 Cider Mill Lane, St. Thomas On N5R 0C1	35244-1312
269414	2433 Via Vita St, Windsor On N9E 4C7	01554-6116
267735	3693 Holburn St, Windsor On N9E 4T3	01561-3479
275246	100 Devondale St, Courtice, On L1E 1Z9	26704-0150
278416	96 Apollo Rd, Markham On L3S 4H2	02940-1037
271354	7185 Tamar Rd, Mississauga On L5N 1Y7	13218-0009
276387	269 Plymouth Trail, Newmarket On L3Y 6G6	03576-0488
245807	1030 Eastlawn Ave, Windsor On N8S 3H9	01074-0484
257301	299 Grondin St, Lasalle On N9J 3M7	70504-0056
273962	1079 Simcoe St S, Oshawa On L1H 4L7	16381-0012
260557	58 Steele St, Alliston, On L9R 0E6	58138-0683
257158	7885 Mount Olive Grove, Windsor On N8S 2A4	01074-0750
261492	70 Iron Block Dr, Brampton, On L7A 0J1	14251-1837
267726	21 Pol Crt, St. Thomas, On N5R 5P9	35198-0323

277848	40 Oldewood Cres, St Thomas On N5R 6B2	35197-0163
268479	279 Alma St, St. Thomas On N5P 3B9	35180-0132
272691	278 Hillside Dr, Mississauga On L5M 1G5	13121-0614
276977	278 Beechlawn Dr, Waterloo On N2L 5W7	22381-0173
269751	4841 Periwinkle Cres, Windsor On N9G 3G8	01560-2187
271591	43 Maple Crown Terr, Barrie, On L4M 7H9	58091-2194
276055	35 Breeze Dr, Bradford On L3Z 3A6	58032-0632
276081	43 Landsdown Cres, Markham, On L6E 1M6	03060-1834
277086	26 Odessa St, Stoney Creek On L8J 1A4	17091-0221
276721	24 Myrtle St, St Thomas On N5R 2E7	35220-0110
275886	81 Longwood Dr, Waterloo On N2L 4B6	22273-0039
284622	9 Dunnville Road, Keswick, On L4P 3Y7	03481-0300
269096	1955 Ferndale Ave, Windsor On N8T 2K9	01110-0290
270532	2024 Kurelo Dr, Oshawa On L1K 0W7	16272-2381
269943	527 Halo St, Oshawa On L1L 0H9	16262-2010
275388	306 Highview Dr, St Thomas, On N5R 5W9	35203-0126
256881	6416 Warbler Lane, Mississauga On L5N 6E3	13249-0281
237567	38 Heintzman Cres, Maple On L6A 4T8	03341-6285
249917	438 Acumen Crt, Mississauga On L5W 0E2	14080-1258
256236	313 Mclellan Ave, Amherstburg On N9V 4C5	01545-1151
258978	247 Glenvalley Dr, Cambridge On N1T 1R3	22682-0061
271555	1733 St Luke Rd, Windsor On N8Y 3N7	01125-0027
265658	26 Windwood Dr, Leamington On N8H 4Y2	75118-0187
273869	42 Upper Ridge Cres, Brampton On L6P 2C7	14210-0500
272747	23 Amaryllis Dr, Brampton On L7A 0M4	14251-2530
274497	239 Newport Dr, Cambridge On N3H 5T2	22643-0816
271986	2796 Buckingham Dr, Windsor On N8T 2C2	01376-0346
267240	4 Elizabeth St, Cambridge On N3C 2S8	22641-0106
272130	9 Regal Crt, Cambridge On N1R 5Z3	22653-0296
275327	62 Childerhose Cres, Brantford On N3P 1Z7	32193-0098
238894	95 Succession Cres, Barrie On L4M 7G6	58091-2067
277260	479 Bluestream Rd, Waterloo On N2K 2R2	22290-0272
278834	19 Roosevelt St, Lindsay On K9V 2X6	63225-0032
279759	838 Rothesay Ave Cavan Monaghan On K9J 0G5	28470-0181
266233	104 Nicholson Dr, Barrie On L4N 0B2	58763-0930
274203	309 Jelley Ave, Newmarket On L3X 1S5	03624-0317
276720	1429 Upper Sherman Ave, Hamilton, On L8W 1C4	16921-0099
268467	1485 Roxborough Blvd, Windsor On N9B 3H2	01214-0281
267578	830 Howard Ave, Windsor On N9A 1R9	01167-0246
275317	194 Elm St, St Thomas On N5R 1J3	35217-0097
272903	244 Ahmadiyya Ave, Maple On L6A 3A6	70012-0728
268701	498 Brigantine Dr, Waterloo, On N2K 4B7	22707-0764
283635	95 Church St, Keswick On L4P 1J4	03483-0163
242238	580 Mississauga Valley Blvd, Mississauga, On L5A 1Z1	13155-0357
258389	2489 Secreto Dr, Oshawa On L1L 0H7	16262-2069
234931	132 Sheshi Dr, Woodbridge On L4H 2S4	03328-01308
260354	4622 Ashlar Cres, Burlington On L7M 0J1	07202-1622

262985	16 Princess St, Brantford On N3R 1T8	32287-0061
264707	1111 Mia Anne St, Lasalle On N9H 0C9	70542-1855
265641	1546 Lillian Ave, Windsor On N8X 4A8	01162-0163
267878	617 Point Pelee Dr, Leamington On N8H 3V4	75113-0608
267978	12 Vanier Pl, St. Thomas On N5R 5P8	35241-0087
270246	2127 Everts Ave, Windsor On N9B 3X7	01555-6780
270506	26 Faith Blvd, St Thomas On N5R 6L3	35244-0412
270706	8 Parkins Ave, St. Thomas On N5P 1X4	35170-0399
271573	1760 Gower Dr, Oshawa On L1K 0L5	16271-1307
272171	7022 Eagle Cres, Mcgregor On N0R 1J0	01551-0833
272945	188 Golfwood Dr, Hamilton On L9C 7B8	16952-0179
273653	1472 Dufferin Pl, Windsor On N8X 3K4	01178-0160
273658	52 Porter Cres, Cambridge On N3C 0C1	22631-0237
274121	3573 Wolfe Crt, Windsor On N9C 1X2	01248-0243
274563	1050 Oak Ave, Windsor On N9A 5G4	01200-0144
274859	7 Wilholme Dr, St Catharines, On L2W 1B9	46149-0046
276868	29 Highgate Dr, Stoney Creek On L8J 2T6	17088-0136
277393	144 Ferguson Ave, Cambridge On N1R 6G2	22653-0227
278206	80 Shawnee Crt, Leamington On N8H 5A8	
279024	25 Evans Ave, Leamington On N8H 4X2	75118-0023
279474	457 Westvale Dr, Waterloo On N2T 1S9	22397-0072
279592	107 Danforth Ave, Leamington On N8H 2R1	75115-0259
280171	105 St Augustine Drive St Catharines On L2P 3V7	46354-0144
282864	529 Kengary Dr, Ennismore On K0L 1T0	28447-0019
260735	18 Bianca Dr, Hamilton On L9B 2T9	16905-0719
263944	3516 Peter St, Windsor On N9C 1J5	01255-0265
273715	25 Oxford St, St. Catharines On L2P 1W1	46350-0378
275563	37 Rachett Rd, Markham On L6E 1W5	03061-1652
276580	151 Mcbride Dr, St. Catharines, On L2S 4E2	46163-1203
288259	2094 Preston Rd, Cavan Monaghan On K9J 0G5	28000-0329
230841	148 Nearna Dr, Oshawa On L1L 0H1	16263-0121
254349	2980 Harvey Cres, Mississauga On L5L 4V7	13409-0038
255698	5 Pinecrest Ave, St. Catharines On L2T 1C6	46416-0025
260000	33 Pleasant Dr, Stratford On N5A 4X2	53096-0007
266490	216 Folkstone Pl, Kitchener On N2E 2W4	22606-0289
266694	73 Corianne Avenue, Brooklin On L1M 2J2	26572-1331
268001	3660 Peter St, Windsor On N9C 1J7	01256-0199
268757	35 Kanata Cres, Brantford On N3R 7E8	32263-0168
270500	41563 Major Line, St. Thomas, On N5P 4L4	35167-0068
270651	911 Stainton Dr, Mississauga, On L5C 1G2	13363-0195
270825	2468 Olive Rd, Windsor On N8T 3N4	01365-0499
271679	3147 California Ave, Windsor On N9E 3K5	01271-2612
271723	3297 Rosebriar Rd, Windsor On N8R 1Y2	01394-0017
271870	39 Woodlawn Ave, Brantford On N3V 1A6	32272-0086
272038	12 Oakhurst Crescent, Kitchener On N2B 3K3	22546-0021
272189	282 Parkwood Ave, Keswick, On L4P 2X3	03474-0073
272928	154 Banting Cres, Angus On L0M 1B6	58110-1402

273662	6786 Concession 2 Hse, Cambridge On N3C 2V4	22287-0974
274151	14 Blue Spruce Crt, St Catharines On L2N 4E7	46199-0069
274606	146 Fieldway Dr, Hamilton On L9A 2L6	16975-0303
275170	1 Picton St W, Hamilton On L8L 1E1	17153-0173
275264	4431 Curia Cres, Mississauga On L4Z 2Y3	13172-0053
275393	42 Evergreen Dr, Whitby On L1N 6N6	26517-0088
275571	35 Ravine Dr, Cambridge On N1R 2W6	03840-0258
276519	102 Creekwood Dr, Peterborough On K9K 2C4	28054-0157
276713	699 Fortye Dr, Peterborough On K9K 2G4	28052-0133
276749	168 Walton Dr, Aurora On L4G 3R8	03640-0099
277116	357 Windsor St, Oshawa On L1H 6G7	16374-0018
277445	6 Baldwin St, St Thomas On N5P 1X5	35178-0010
277468	1270 Haggis Dr, Peterborough On K9K 2S9	28472-1248
277633	516 Rheinland Pl, Waterloo On N2V 2M9	22684-0934
277883	391 Golden Orchard Rd, Maple On L6A 0M5	03340-4667
278278	161 Home St, Stratford On N5A 2A2	53109-0062
278578	1527 Scollard Cres, Peterborough On K9H 7L2	28478-0095
279216	1420 Highway 7A, Bethany On L0A 1A0	63266-0254
279497	492 Hunterswood Crt, Waterloo On N2K 3E9	22290-0103
279615	420 Brock St, Windsor On N9C 2S9	01236-0155
279671	75 Church St W, Elmira On N3B 1N1	22225-0339
279837	2215 Coronation Blvd, Cambridge On N3H 3S1	03793-0040
281382	72 Greendale Ave, Stouffville On L4A0S2	03732-1013
282127	307 Castlefield Ave, Waterloo On N2K 2M4	22287-0510
282921	20 Colonel Butler Cres, Niagara On The Lake On L0S 1J0	46392-0055
283867	85 Rose Glen Rd S, Port Hope On L1A 3V6	51081-0029
284646	135 St Jerome Cres, Kitchener, On N2C 2K9	22590-0162
297655	106 Oak St, Stratford On N5A 6Z1	53108-0014
255506	92 Red Ash Dr, Markham On L3S 4L2	02936-2047
254207	161 Steepleridge St, Kitchener On N2P 2V1	22734-1952
256409	42 Darren Avenue, Whitby On L1R 3B8	26562-0854
257454	387 Grand Highland Way, Mississauga On L4Z 3W1	13288-0564
231294	4229 Pheasant Run, Mississauga, On L5L 2B8	13397-0699
261468	995 Linden Street, Innisfil On L9S 1W4	58991-0111
265414	49 Suburban Dr, Mississauga On L5N 1H1	13205-0138
269459	3793 Partition Rd, Mississauga On L5N 8N3	13518-3171
262198	4971 Malden Rd, Windsor On N9E 3T7	01592-1207
274645	777 Stargazer Dr, Mississauga On L5V 0C1	13371-1040
274657	61 Millwood Cres, Kitchener On N2P 1M6	22618-0275
276628	40 Newcastle Cres, Brampton On L6S 3Y8	14155-0174
274444	1006 Baker St, Peterborough On K9H 7P7	28124-0118
281116	829 Elmwood St, Keswick On L4P 3E9	03507-0099
282259	561 Humber Rd, Peterborough On K9J 1H1	28096-0059
232191	104 Pelham Rd, St. Catharines On L2S 1T2	46175-0265
276943	22 Arthur Rd, Heidelberg On N0B 2M1	22165-0200
278959	4209 Northwood Lakes Dr, Windsor On N9G 2W2	01573-0040
271889	3837 Ridgepoint Way Mississauga, On L5N 7T7	13525-1761

273476	826 Fairway Cres, Kitchener On N2A 4B5	22713-0613
277708	30 Shore Ave, Whitby On L1R 2L7	26568-0359
279038	2748 Virginia Park Ave, Windsor On N9E 2B7	01311-0866
281737	1001 Maria St, Bridgenorth On K0L 1H0	28425-0128
293660	1050 Easthill Crt Newmarket L3Y5V3	03618-0100
241382	14 Dewbourne Ave, Richmond Hill, On L4B 3G5	03131-0272
261322	40 Merganser Cres, Brampton On L6W 4G1	14029-0183
271835	175 Simcoe St, Amherstburg On N9V 1M2	70565-0087
258347	7 Peregrine Cres, Cambridge On N1T 1N9	03796-0410
257896	53 Romanelli Cres L168, Bradford On L3Z 0X7	58013-3081
277477	16 Carleton Trail, Beeton On L0G 1A0	58157-0637
285896	4628 10Th Line, Beeton On L0G 1A0	58151-0020
239925	567 Krug St, Kitchener, On N2B 1L8	22523-0035
263264	205 Westhollow Crt, Waterloo, On N2T 3A1	22692-1043
271294	1056 Garth St, Hamilton, On L9C 4L6	16963-0145
274144	764 Cabana Rd E, Windsor On N9G 1A4	01561-2877
273554	43 Brisbane Dr, Kitchener On N2C 2T6	22595-00477
278155	175 Willis Rd, Woodbridge On L4L 2S4	03298-0006
281126	75 Cromwell Cres, Hamilton On L8G 2G1	17301-0005
280307	1146 Homuth Ave, Cambridge On N3H 2C7	03861-0024
278532	6290 Henry Rd, Kendal On L0A 1E0	26725-0049
282244	255 Armour Rd, Peterborough On K9H 1Y5	28138-0023
279522	10 Dunbar Dr, Whitby On L1N 6R7	16419-0185
277499	102 Atwood Ave, Georgetown On L7G6C5	25032-1032
277787	36 Michelle Drive, St Catharines On L2S 3J8	46154-0042
278480	163 Niagara Trail, Georgetown On L7G 0H4	25050-2365
285809	258 Sleaford St, Waterloo, On N2J 4Z7	22279-0407
284864	17 Rexway Dr, Georgetown On L7G 1P7	25047-0261
286705	450 Devon St, Stratford On N4Z 1A7	53081-0047
279528	6 Cross St, Elmira On N3B 2S4	22212-0144
287152	33 Bastille St, Hamilton On L9B 2G5	16914-0041
298185	9 Leonard Dr, St Catharines On L2S 3V2	46160-0065
276322	162 Confederation St, Georgetown On L7G 4S8	25012-0228
279510	56 Goldcrest Dr, Stoney Creek On L8G 4T6	17353-0069
296360	373 Brigade Dr, Hamilton On L9B 2E3	16915-0007
277016	1196 Windsor Hill Blvd, Mississauga On L5V 1N9	13194-0814
277790	93 Gretel Place, Welland On L3C 7H5	64425-0044
283574	140 Champlain Dr, Fort Erie On L2A 1Z8	64224-0180
283069	3615 Silverplains Dr, Mississauga On L4X 2P6	13330-0190
279929	58 Stoneglen Way, Hamilton On L0R 1W0	17400-0818
286040	50 Fullerton Cres, Markham On L3R 3G5	02995-0031
282708	131 Westgate Park Dr, St Catharines On L2N 5X5	46195-0316
296013	11869 Concession 3 Road Zephyr L0E1T0	26871-0004
275556	24 Knollside Dr, Richmond Hill On L4C 4W6	03163-0077
282773	4049 Roy Herron Rd, Cobourg, On K9A 4J9	51112-0204
279326	11 Windsor Rd, Georgetown On L7G 1S6	25046-0088
249879	1090 Clover Ave, Windsor On N8P 1V8	01596-0526

237911	22 Battersea Ave, St. Catharines, On L2P 1L7	46350-0084
242456	340 Activa Ave, Kitchener, ON N2E 4B8	22727-3553
257106	19 Woodlawn Ave, Brantford ON N3V 1A4	32272-0095
258502	2378 Pathfinder Dr, Burlington ON L7L 6N8	07184-0951
264244	2328 Taylorwoods Blvd, Innisfil ON L9S 2E7	58076-0229
268233	21 Devonglen Dr, Kitchener ON N2E 1Z6	22614-0025
269190	90 Ashgrove Ave, Brantford ON N3R 6E5	32263-0011
269556	B-589 Pinerow Crt, Waterloo ON N2T 2K5	22684-0201
271039	105 Mcclung Rd. Caledonia ON N3W 1V4	38155-0145
271045	2058 Buckingham Dr, Windsor ON N8T 2B3	01109-0009
273471	28 Grassyplain Dr, Mount Hope, ON L0R 1W0	16901-0431
275283	10270 Pulbrook Rd, Windsor ON N8R 1C3	01390-0152
276255	106 Rush Rd, Aurora ON L4G 7G5	03624-1015
276826	47 Pol Crt, St Thomas ON N5R 5P9	35198-0035
277908	1320 Foster Ave, Windsor ON N8W 5P3	01561-2630
278116	241 Narinia Cres Newmarket, ON L3X 2E1	03586-0288
279442	311 West 2nd St, Hamilton ON L9C 3H1	17026-0182
279478	237 Rosemount Dr, Kitchener ON N2B 1R7	22529-0019
281901	16 Holbrook Cres, Cambridge ON N1T 1V7	22683-0315
282640	330 Jolly Ave, Lasalle ON N9J 3T2	70512-0301
283176	59 Frank Endean Rd, Richmond Hill ON L4S 1X4	03186-2120
283286	1 Collingwood Crt Aurora ON L4G 0E8	03642-2431
285399	16871 Leslie Hill Rd, Halton Hills ON L0P1N0	25010-0055
285680	183 Perth St, Stratford ON N4Z 3Y3	53103-0142
285894	40 Tree Top St, Angus ON L0M1B2	58987-0067
285958	32 Hope Ave, Hamilton ON L8H 2E2	17244-0061
286966	34 Woodborough PL, Cambridge ON N1R 7X1	22654-0384
287137	48 Rutherford Dr, Kitchener ON N2A 1P7	22564-0127
287655	42 Cliff Gunn Road, Newmarket ON L3X 3J8	03554-2747
287721	22 Leagrove St, Brampton ON L7A 1Z7	14254-1812
288106	61 Babb Crescent, Stratford ON N5A 6Z8	53096-0134
288141	17 Rutherford Rd, Bradford ON L3Z 0A8	58013-1480
288272	40 Elma PL, Cambridge ON N3C 4E6	22641-0479
294990	132 Misty Meadow Dr, Woodbridge ON L4L 3V7	03293-0297
295096	107 Dawn Cres, Cambridge ON N3C 4A9	22630-0053
295736	111 Elgin Cres, Stratford ON N5A 3Z4	53110-0082
297026	173 Driftwood Dr, Kitchener ON N2N1X3	22464-0242
297082	44 Harman Dr Ajax ON L1S5H6	26452-0221
297608	563 Westheights Drive, Kitchener ON N2N 1M6	22688-0015
298029	45 Mountainview Rd, Mulmur ON L9V 3H5	34113-0096
298063	4 McLeod Crt, Kitchener ON N2R1B1	22722-0143
298523	572 Commonwealth Cres, Kitchener ON N2E 4K1	22727-3747
275668	288 Charlton Ave, Thornhill ON L4J 6H5	03234-0474
283326	343 Hutchcroft Court Newmarket L3X 1H8	03582-0182
283580	7 Thames Dr, Whitby ON L1R 2M2	26568-0049
278847	37 Viola Cres, Kingsville ON N9Y 4A7	75178-0400
281214	345 Longworth Ave. Clarington ON L1C 5J5	26619-0697

285756	22 Margaret St, Port Hope ON L1A 1Y3	51076-0293
295786	45 Almeara Dr, Peterborough ON K9J 6Y3	28145-0032
276295	46 Burndenford Cres, Unionville ON L3P 7Z2	02973-0645
256337	1140 Coventry Crt, Windsor ON N8S 2W9	01564-1992
277062	587 Stanley St, Port Colborne ON L3K3B2	64403-0149
279728	17 Franklin Blvd, St. Catharines ON L2P 3E5	46328-0029
287445	8 Stonehart St, Bolton ON L7E 5R7	14332-0076
298517	97 Townline Rd W, Thorold ON L2V 2M5	64389-0054
252867	158 Hollywood Hill Cir, Woodbridge ON L4H 2P2	03328-3416
283289	568 Guelph St, Kitchener ON N2H 5Y4	22336-0107
276758	4464 Stonemill Crt, Mississauga ON L5V 1E5	13371-0350
244904	648 Rock Point Cres, Waterloo ON N2V2K4	22238-0280
255463	3644 Waterfall Cres, Mississauga ON L5N 8G8	13518-1825
255613	2450 No 2 Side Rd, Burlington, ON L7P 0H1	07199-0076
237762	273 Magnolia Dr, Hamilton ON L9C 6R2	16959-0053
244944	224 Hollywood Hill Cir, Woodbridge ON L4H 2P7	03328-2493
229396	608 Orange Walk Cres, Mississauga ON L5R 0A3	13135-0836
283284	82 Bradley Ave, Binbrook ON L0R 1C0	17384-1226
258629	986 Mckay Ave, Windsor ON N9B 2A5	01206-0113
261872	119 Briarwood Cres, Hamilton, ON L9C 4C5	17030-0147
265961	21 Oak Ave, Hamilton ON L8L5M7	17184-0131
266970	22 East St, Cambridge ON N1R 4N9	03835-0058
267815	6 English Lane, Brantford ON N3T 0H2	32068-0518
269281	1598 Sherbrook Crt, Oshawa ON L1K 2S1	16429-0787
272481	59 Militia Trail, Markham ON L3R 9H7	03041-0171
277265	272 Royal Appian Cres, Concord ON L4K 5L3	03272-1299
277621	1908 Arborwood Dr, Oshawa ON L1K 0T9	16272-2216
278479	665 Robinson Drive, Cobourg ON K9A 0J4	51085-1522
279063	21 Cameo Dr, Leamington ON N8H 1J1	75135-0246
279822	26 Lismer Crt. Unionville ON L3R 0G2	02967-0151
279920	74 William St, Paris ON N3L 1L9	32050-0199
283339	24 Byton Lane, Cambridge ON N1S4L9	03829-0059
284013	229 Railway Ave, Stratford ON N5A 2J3	53114-0268
284566	33 Catherine St B, Paris ON N3L 1B3	32052-0143
286138	1600 Westbrook drive Peterborough K9J 6R7	28063-0014
286935	543 Ferguson Ave N, Hamilton ON L8L 4Z7	17157-0031
287370	13093 22nd Sideroad, Georgetown ON L7G 4S4	25013-0097
287553	93 Muscot Dr, Stoney Creek ON L8J 1Y9	17092-0144
287642	213 Jones Rd, Stoney Creek ON L8E 5J4	17354-0137
287734	2222 Randolph Ave, Windsor ON N9B 3V9	01555-5566
288444	166 Bristol Rd W, Mississauga ON L5R 2E7	13183-0297
295352	50 Eastwood Dr, Kitchener ON N2A2A2	22569-0279
295633	305 Marshall Cres, Orangeville ON L9W 4Y5	34019-0230
296923	5327 Thornwood Dr, Mississauga ON L4Z 3H1	13288-0057
297171	25 Trailridge Cres, Lynden ON L0R1T0	17553-0117
298130	28 Gould Crescent, Acton ON L7J2T9	24992-0429
271549	19 Christaller Crt, Whitby ON L1N 8T9	26519-0233

273910	18 Tremont Crt, Brampton ON L6Z 4C8	14239-0065
280160	11 Redwood Crt, Hamilton ON L8H 2P9	17282-0054
243210	35 Shalom Aleichem Crt, Thornhill ON L4J 0E5	03271-6058
278600	34 Settler's Court, Whitby ON L1M 2L3	16264-0920
273227	25 Carleton Blvd Cobourg ON K9A 4J9	51105-0462
276660	41 Wildwood Rd, Georgetown ON L7G 2W8	25012-0155
281433	6 Woolf Cres, Ajax ON L1S 1N7	26479-1171
284539	80 Steele St, Alliston ON L9R 0E5	58138-0694
285796	17 Haight St, St Catharines, ON L2P 2L9	46334-0129
283054	60 Sovereign's Gate, Barrie ON L4N 0Y9	58091-1495
276609	115 Golfview Dr, Kingsville ON N9Y 0A6	75184-1019
287531	12 Prince Charles Dr, Georgetown ON L7G 3T7	25044-0084
281809	125 Steeplechase Way, Waterloo ON N2K 0E7	22721-1181
284127	6071 Prairie Cir, Mississauga ON L5N5Z5	13250-0322
285309	75 Keeler Cres, Bowmanville, ON L1C 0B9	26616-1480
273948	312 Rita's Ave. Newmarket ON L3X 2N2	03585-0230
280497	117 Haden Avenue, Peterborough ON K9H 7P6	28124-0123
287392	263 O'Donoghue Ave, Oakville ON L6H 3W5	25067-0084
283708	1160 Randolf Gate, Mississauga ON L5H 4L6	13449-0927
284798	30 Port of Newcastle Dr, Newcastle ON L1B 1M8	26661-0180
287574	2615 Cousineau Rd, Lasalle ON N9H 2M3	70542-0008
278447	1555 Kamloops St, Windsor ON N8W 5V1	01561-3739
282739	13C Church St East, Acton ON L7J1K3	24996-0008
271640	116 Rymal Rd W, Hamilton ON L9B 1B8	16911-0346
287063	208 Huycke Street, Cobourg ON K9A 5K8	51095-0223
277450	8971 Glendale Dr, Cobourg ON K9A 4J9	51110-0106
296344	1000 Maclean St, Innisfil ON L9S 1V8	58992-0120
273082	6207 Camgreen Cir, Mississauga ON L5N 4N5	13202-0135
275849	34 Bobolink Rd, Hamilton ON L9A 2P4	16973-0063
270227	3558 Southwick St, Mississauga ON L5M 7N9	13404-1186
279338	50 Covington Cres, Kitchener ON N2N 2X2	22459-0146
280153	15 Lower Canada Drive, Niagara on the Lake ON L0S1J0	46392-0189
278642	83 Whitlaw Way, Paris ON N3L 4B5	32040-0096
275578	59 Sweeney Cres, Cambridge ON N3C 4J1	22641-1423
296407	27 Remple Crt, Cambridge ON N1P 1C2	03844-0532
295399	233 Huycke Street, Cobourg ON K9A5K8	51095-0271
278010	77 Killoran Cres, Stratford ON N4Z1H6	53148-0054
287605	61 Lowell Ave, St Catharines ON L2R 2C9	46215-0293
283788	277 Reid St, Peterborough ON K9J3P9	28090-0073
264164	4509 Jenkins Cres, Mississauga ON L5R 1V1	13135-0312
271646	2900 Glace Bay Rd, Mississauga ON L5N 2K1	13229-0064
273808	299 Westvale Dr, Waterloo ON N2T 2M2	22692-0298
271460	5536 Cosmic Cres, Mississauga ON L4Z 3R9	13524-0177
264736	4118 Treetop Cres, Mississauga ON L5L 2L8	13396-0025
277132	1983 Hunking Dr, Oshawa ON L1K 0V1	16272-2262
274872	7566 Saint Barbara Blvd, Mississauga ON L5W 0B6	14080-1613
273469	3146 Seville Ave, Windsor ON N8N 0A2	01567-1167

275939	385 Stoneheight PL, Waterloo ON N2V 2A8	22258-0061
266383	51 Falcon Crt, Cambridge ON N1T 1P2	03796-0369
281845	74 Elmwood Ave, Cambridge ON N1R 4Y4	03811-0356
268943	261 Maple Ave, Kitchener ON N2H 4W9	22305-0055
282549	110 Miller Dr, Georgetown ON L7G 6P2	25043-3028
282478	3134 Fletcher Cres Windsor ON N9E 4M8	01306-0802
274634	3521 Rittenhouse Road, Vineland ON L0R 2C0	46114-0017
277087	20 Hampshire PL, Stoney Creek ON L8J 3W8	17087-1073
280679	263 Carlaw PL, Waterloo ON N2J 3Y8	22691-0183
282428	49 Fred Fisher Cres, St Catharines ON L2P 0B1	46415-0707
279573	43 Meighen Mews, Stratford ON N4Z 1B5	53081-0063
275465	805 Ridge Road, Stoney Creek ON L8J 2Y3	17359-0104
279272	149 Elgin St, Hamilton, ON L8L 4Y1	17162-0093
276996	6460 LOT 7S CONC 14, Alliston ON L9R 1V4	
283769	4 Forsyth Cres, Georgetown ON L7G 5Y3	25043-2394
288375	372 Coachwhip Trail, Newmarket ON L3X 2R2	03554-0312
283582	236 Redford Cres, Stratford ON N5A 1P2	53147-0273
280141	44 Webster Way, Georgetown ON L7G 5J6	25050-0948
286720	958400 7Th Line, Mulmur ON L9V 0M9	34116-0187
288389	7 Monique Cres, St Catharines ON L2M 1S8	46297-0116
297182	14 Birchview Dr, Caledon ON L7K 0L5	14283-0126
296742	264 Kathryn Cres, Newmarket ON L3Y1M2	03599-0118
297481	298 Willow Street, Stratford ON N5A 3B7	53096-0049
288067	148 Independence Dr, Hamilton ON L8W 3H7	16927-0041
285049	255 Thorncrest Dr, Waterloo ON N2L 4L2	22267-0202
298078	3 Dunstan Cres, Woodbridge ON L4L3W5	03308-0900
274360	9 Bullocks Crnrs, St Catharines ON L2M 6W8	46307-0085
265829	17 Adriatic Blvd, Stoney Creek ON L8G 4V2	17353-0113
258271	21 Gaal Court, Brantford ON N3T6R4	32074-0623
261942	107 Pine Valley Drive, Kitchener ON N2P 2V8	22734-1373
259353	105 Stanley St, Brantford ON N3S 6M8	32125-0004
264973	325 Sunny Meadow Blvd, Brampton ON L6R 0E8	14223-5839 14223-7262
266393	45 Westchester Way, Brantford, ON N3R 6T4	32204-0086
259884	536 Havelock Dr, Waterloo ON N2L 4N7	22264-0061
278795	93 Sugarloaf Street, Port Colborne ON L3K 2N3	64163-0247
269785	24 Tanners Dr, Acton ON L7J 3A1	25004-0349
276286	56 Wordsworth PL, Kitchener ON N2B 3L1	22545-0052
237287	481 Sandbanks Cres, Waterloo ON N2V 2J2	22820-0098
277006	1935 Riverton St, Oshawa ON L1K 0P6	16271-1569
277923	933 Bayview Ave, Whitby ON L1N 1E2	26494-0428
279734	570 Gary Ave, Lasalle ON N9J 3E1	70513-0068
273457	1342 Cronk St, Oshawa ON L1K 0S4	16425-3245
277334	110 Puttingedge Drive, Whitby ON L1R 0H8	26562-1261
258142	29 Daniel Place, Brantford ON N3R 6J8	32273-0138
281627	178 Park ST W, Dundas ON L9H 1Y1	17483-0068
284601	3715 Beaverdale Rd, Cambridge ON N3H 4R6	22738-0078

277928	26 Hearth Cres, Kitchener ON N2M 1G6	22480-0029
277517	52 Bracknell Ave, Markham ON L6C 0R3	70011-0278
254710	28 Soho Cres, Unionville ON L3P 7H7	02969-0026
285085	37 Mcqueen Dr, Paris ON N3L3E3	32054-0488
284810	4024 Martin Road, Vineland Station ON L0R 2E0	46112-0027
275546	351 Clyde Rd, Cambridge ON N1R1L4	03826-0074
282345	75 Hilltop Crt, Bolton ON L7E 2P9	14318-0031
287268	4118 Powderhorn Cres, Mississauga ON L5L 3B9	13386-0363
285012	2860 Tradewind Dr, Mississauga ON L5N 6L2	13217-0415
287197	241 Emma Broadbent Crt, Newmarket ON L3X 3K8	03554-3793
282943	10 Banfield St, Paris ON N3L 2Y4	32047-0034
284472	299 Faraday Crt, Waterloo ON N2L 6A4	22381-0157
287143	8 Houghton Blvd, Markham ON L3P 2N6	02930-0361
282567	40 Maryknoll Ave, Lindsay ON K9V1A8	63230-0138
286990	2699 Jacob Dr Windsor N8X 4Y9	01342-0258
285733	12 Barbara Place, St Catharines ON L2N 6H8	46239-0233
283809	937 Crawford Dr Peterborough ON K9J 3X1	28056-0257
295365	19 Rodger St, St Catharines ON L2N 3J5	46248-0099
297131	11 The Pinery Rd, St Catharines ON L2M 6M5	46317-0159
287020	6 Findlay PL, Stratford ON N5A 0A7	53081-0609
286930	31 Woodrow Street, St Catharines ON L2P2A1	46350-0294 46350-0295
297127	35 Lanza Crt, Hamilton ON L8T 5A8	16986-0264
296979	5 Camelot Crt, St Catharines ON L2T 3R4	46414-0281
296725	94 Mcgregor Street Stratford ON N4Z 1G6	53148-0092
265342	325 Sacred Heart Dr, Lasalle ON N9J 0A6	70513-2442 70513-2443 70513-2446
298950	83 Strawberry Dr, Hamilton ON L8E4R2	17311-0211
277446	61 Millcreek Cres, Thornhill ON L4J 6N2	03235-0340
282477	2976 California Avenue Windsor ON N9E 3W9	01272-0794
284704	370 Timothy St, Newmarket ON L3Y 1P5	03605-0084
298785	79 Nelson St W, Alliston ON L9R 1H1	58128-0164
274068	128 Hardale Cres, Hamilton ON L8T 1Y4	16997-0066
297444	358 Sandowne Drive, Waterloo ON N2K 1V8	22294-0163
267365	789 Line 7 Rd, Niagara on the Lake ON L0S 1J0	46392-0189 46392-0189

This is Exhibit "TT" 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

DEBENTURE

PRINCIPAL SUM: $337,500,000 **DATE: October 11, 2018**

1. Promise to Pay

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC.** (together with its successors and permitted assigns, the "**Debtor**"), for value received, acknowledges itself indebted and hereby promises to pay to or to the order of Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Agent**"), its successors and assigns, for its own benefit and for the benefit of the other Secured Creditors under an amended and restated credit agreement made as of May 31, 2018 among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the Agent, as collateral agent, Deutsche Bank Trust Company Americas, as administrative agent, and the financial institutions which from time to time may become parties thereto as lenders or hedge providers (as may be amended, restated, modified, replaced or superseded from time to time, the "**Credit Agreement**") from time to time at the principal office of the Agent or at such other place as the Agent may designate by notice in writing to the Debtor at any time and from time to time, ON DEMAND the principal amount of **THREE-HUNDRED AND THIRTY SEVEN MILLION FIVE-HUNDRED THOUSAND DOLLARS ($337,500,000)** (the "**Principal Sum**") in lawful money of Canada and to pay interest thereon, from and including the date hereof (or from and including the last interest payment date to which interest shall have been paid) to and including the date of payment, at a rate of 25% *per annum*, such interest to accrue on a daily basis and shall be calculated and payable in the manner prescribed by the Credit Agreement, not in advance, as well after as before demand and as well after as before default or judgment with interest on overdue interest at the same rate and all other amounts secured hereby.

This Debenture secures the performance of all obligations of the Debtor pursuant to the Credit Agreement, this Debenture and the other Financing Documents and the payment by the Debtor to the Agent of the said principal amount, interest thereon together with all other amounts, costs, charges and expenses from time to time due and owing by the Debtor hereunder as well as the payment and performance of all Obligations of the Debtor (all of the foregoing being herein collectively called the "**Obligations Secured**").

2. Defined Terms

All capitalized terms used in this Debenture shall have the respective meanings ascribed to them in the Credit Agreement unless defined herein or unless the subject matter or the context otherwise requires. As used herein, the terms "**account**", "**chattel paper**", "**consumer goods**", "**documents of title**", "**equipment**", "**goods**", "**instrument**", "**intangible**", "**inventory**", "**money**" and "**proceeds**" shall have the meanings ascribed to such terms in the *Personal Property Security Act* ("**PPSA**").

3. Holding As Agent

This Debenture and all rights and remedies on the part of the Agent contained herein are held by the Agent for and on behalf of and for the benefit of the Secured Creditors as security for the payment and performance by the Debtor of the Obligations Secured.

4. Security

As general and continuing security for the due and punctual payment and performance of the Obligations Secured, the Debtor:

(a) hereby mortgages and charges (and, where the interest of the Debtor in any property is a leasehold interest, such mortgage and charge is by way of demise and sublease) and creates a security interest in, as and by way of a fixed and specific mortgage, pledge, charge and assignment to and in favour of the Agent of all of the Debtor's right, title, estate and interest (whether freehold or leasehold), both present and future, in and to:

(i) the lands and premises described in the attached Schedule "A" (the "**Property**") and all rights and interests therein, now or hereafter acquired by the Debtor including, without limitation, all licences, easements, rights-of-way, privileges, benefits, rights and options appertaining or appurtenant thereto, together with all buildings, erections, structures and improvements owned by the Debtor and now or hereafter constructed or placed in, under or upon the Property including, without limitation, in respect of each such right or interest, any greater or other right, title and interest therein or in any part thereof which the Debtor may acquire and hold during the currency of this Debenture;

(ii) all fixed machinery, plant, equipment, apparatus and fittings and other fixtures and all of the personal property, assets, undertaking, rights and entitlements of every nature and kind now or at any time and from time to time hereafter existing and owned by the Debtor including, without limitation, all property of the nature described below:

(A) **Accounts:** all of the Debtor's present and future debts, accounts, receivables, intangibles, claims, contract rights, demands, rents, monies, choses in action, trade accounts, book debts and insurance claims which now are or which may at any time hereafter be due or owing to or owned by the Debtor or in which the Debtor now or hereafter has any other interest, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, accounts, claims,

rents, monies and choses in action or any part thereof and all other rights and benefits in respect thereof;

(B) **Chattel Paper:** all chattel paper in which the Debtor now or hereafter has an interest, and any part thereof;

(C) **Documents of Title:** all documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Debtor now or hereafter has an interest, and any part thereof;

(D) **Equipment:** all equipment and goods in which the Debtor now or hereafter has an interest other than inventory or consumer goods, including, without limitation, all tools, apparatus, fixtures, plant, machinery, furniture, materials, supplies, vehicles, accessories and appliances now or hereafter owned or acquired by or on behalf of the Debtor and every interest therein which the Debtor now has or hereafter acquires, wherever situate;

(E) **Inventory**: all inventory in which the Debtor now or hereafter has an interest, and any part thereof;

(F) **Money**: all money, rent, revenues, income, rights, powers, privileges, benefits and amenities in which the Debtor now or hereafter has an interest, and any part thereof;

(G) **Instruments:** all letters of credit, advices of credit and all other instruments in which the Debtor now or hereafter has an interest, and any part thereof;

(H) **Intangibles:** all intangible property of whatever kind in which the Debtor now or hereafter has an interest, including, without limitation, all of the Debtor's choses in action, contractual rights, agreements, licences, permits, goodwill, patents, trademarks, trade names, industrial designs, copyrights and other industrial or intellectual property provided however that the security with respect to trade marks constitutes a security interest in and a pledge of such trademarks but does not constitute an assignment of such trademarks to the Agent;

(I) **Securities:** all shares, limited partnership units, stock, warrants, bonds, debentures, debenture stock and other securities in which the Debtor now or hereafter has an interest, and any part thereof;

(J) **Substitutions:** with respect to the property described in Sections 4(a)(ii)(A) through (I) above, or any part thereof, all substitutions and replacements thereof, increases, additions and accessories thereto and any interest of the Debtor therein; and

(K) **Proceeds:** all proceeds and personal property in any form derived directly or indirectly from any dealing with the property described in Sections 4(a)(ii)(A) through (J) above or any part thereof and any payment that indemnifies or compensates for such property lost, damaged or destroyed, and proceeds of proceeds and any part thereof; and

(b) assigns, transfers and sets over as and by way of a general assignment to and in favour of the Agent of all of the Debtor's right, title, estate and interest, both present and future, in and to, under and in respect of the following, excepting such property and undertaking as are validly subject to the fixed and specific mortgages, charges, pledges and security interests granted pursuant to Section 4(a):

(i) any and all existing or future leases, subleases, agreements to lease or sublease or other occupancy or tenancy agreements relating to the whole or any part or parts of the Property and all existing or future licences or concessions whereby any person is given the right (other than an easement or a right in the nature of an easement) to use or occupy the whole or any part or parts of the Property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (each, a "**Lease**" collectively, the "**Leases**"), and all benefits, powers and advantages of the Debtor to be derived therefrom;

(ii) all rents, revenues, income, proceeds, profits and other monies now due and payable or hereafter to become due and payable to the Debtor under the Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder with full power to demand, sue for recovery, receive and give receipts for all such rents and other monies and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor;

(iii) all present and future intangibles arising from or out of the Property or any part or parts thereof and the property and assets referred to in Section 4(a)(ii) above including, without limiting the generality of the foregoing, all of its rights, title and interest in all present and future book debts, accounts and other accounts receivable, contract rights and choses in action;

(iv) any and all existing or future agreements, contracts, licences, permits, plans and specifications, bonds, letters of credit, letters of guarantee or other documents or instruments affecting or relating to the Property or any part or parts thereof and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into and all benefit, power and advantage of the Debtor to be derived therefrom;

(v) any and all existing or future agreements of purchase and sale, options to purchase and mortgage, loan or other financing commitments affecting the Property or any part or parts thereof and all proceeds and other monies now due and payable or hereafter to become due and payable thereunder and all benefit, power and advantage of the Debtor to be derived therefrom; and

(vi) the proceeds of any and all existing or future insurance policies pertaining to the Secured Property (as hereinafter defined) and all proceeds of expropriation or similar taking of the Property or any part or parts thereof and all benefit, power and advantage of the Debtor to be derived therefrom;

provided that the said mortgages and charges shall not extend or apply to: (i) any personal property which is a consumer good; or (ii) the last day of the term of any leasehold interest or any agreement therefor now held or hereafter acquired by the Debtor, as lessee, but should such mortgages and charges become enforceable the Debtor shall thereafter stand possessed of such last day and shall hold it in trust for the Agent for the purpose of this Debenture and assign and dispose thereof as the Agent shall, for such purpose, direct. Upon any sale of such leasehold interest or any part thereof, the Agent for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Debtor and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

If any agreement which is to be assigned pursuant to Sections 4(b)(iv) or 4(b)(v) hereof (a "**Material Agreement**") is not assignable to the Agent (because the same is not assignable or which requires the consent of the other party or parties thereto and such consent has not been obtained as of the date hereof or because the remedies for the enforcement of the Material Agreement would not, as a matter of law, pass to the Agent as an incidence of the transfers and assignments made pursuant to this Debenture), the Debtor's beneficial interest in such Material Agreement shall be held in trust for the Agent by the Debtor and the said beneficial interest and all benefits derived under such Material Agreement shall be for the account of the Agent subject to the terms of this Debenture and in particular Section 7 hereof. Until the Debenture is enforceable, the Debtor is entitled to all such benefits and proceeds derived under such Material Agreement. Upon this Debenture becoming enforceable, in order that the full value of the beneficial interest in every Material Agreement not assigned to the Agent pursuant to this Debenture but held in trust for the Agent as aforesaid may be realized by

the Agent the Debtor shall, at the request and expense and under the direction of the Agent, in the name of the Debtor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Debtor under such Material Agreement may be performed in such manner that the beneficial interest in such Material Agreement shall be preserved and shall enure to the benefit of the Agent or as the Agent may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Debtor shall promptly pay over to the Agent or as it may direct in writing all monies collected by or paid to the Debtor in respect of the beneficial interest in every such Material Agreement.

All the undertaking, property and assets granted, assigned, transferred, mortgaged and charged pursuant to Section 4(a) hereof being hereinafter collectively referred to as the "**Mortgaged Property**"; all the undertaking, property and assets assigned, transferred and set over pursuant to Section 4(b) being hereinafter collectively referred to as the "**Assigned Property**"; and the Mortgaged Property and Assigned Property being hereinafter collectively referred to as the "**Secured Property**". The said mortgages, charges, assignments and security interests on the property and assets of the Debtor shall extend to and include any property (including money) in any form derived directly or indirectly from any dealing with the said property and assets or that indemnifies or compensates for property or assets or proceeds therefrom that are destroyed or damaged.

TO HAVE AND TO HOLD the Secured Property and all rights hereby conferred unto the Agent, its successors and assigns forever, for the uses and purposes and with the powers and authorities and subject to the terms and conditions herein set forth.

5. Registration

The Agent shall have the right at any time and without notice to cause this Debenture or notice thereof to be registered or filed in any place or office where the Secured Creditors or their counsel deem advisable or necessary.

6. Enforceability

The security hereby constituted shall become immediately enforceable upon demand being made, in accordance with and subject to the conditions contained in the Credit Agreement upon the Debtor hereunder by the Agent following the occurrence of an Event of Default.

7. Performance Until Demand

Subject to the terms of the Credit Agreement, until demand has been made upon the Debtor hereunder by the Agent, the Debtor shall be entitled to dispose of or deal with the Secured Property and enforce all of the benefits, advantages and powers thereunder as if this Debenture had not been made. Upon demand being made hereunder, in accordance with and subject to the conditions contained in the Credit Agreement, the Agent may, but shall not be obligated to, exercise all rights, powers, authority and discretions of the Debtor in respect of the Secured Property in its place and stead. Until demand has been made upon the Debtor hereunder, the grant of a security interest in intellectual property does not in any way affect the

Debtor's right to commercially exploit such intellectual property, defend it, enforce the Debtor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive damages with respect to any infringement of it.

8. Remedies

Whenever the security hereby constituted becomes enforceable and so long as it remains enforceable, the Agent may, in addition to any other rights it may have, without further notice or presentment to the Debtor or any other action whatsoever (all of which are hereby waived by the Debtor) except as required by law, realize upon the security constituted hereby and enforce its rights in the following manner:

(a) immediately enter upon and take possession of, disable or remove all of the Secured Property or any part or parts thereof with power, among other things, to exclude the Debtor, to preserve and maintain the Secured Property and make additions and replacements thereto, to receive rents, income and profits of all kinds and pay therefrom all reasonable expenses of maintaining, preserving and protecting and operating the Secured Property and all charges, payment of which may be necessary to preserve or protect the Secured Property, and enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own monies at the hereinbefore rate provided and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof;

(b) take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Debenture includes a manager and a receiver and manager (a "**Receiver**")) of all or any part of the Secured Property;

(c) take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Secured Property;

(d) file proofs of claim and other documents to establish its claim in any bankruptcy, winding-up or other proceedings relating to the Debtor;

(e) with or without taking possession, take any action or proceedings to enforce the performance of any covenant in favour of the Debtor contained in or pertaining to any of the Assigned Property;

(f) whether or not the Agent has taken possession of the Secured Property or any of it, sell, lease or otherwise dispose thereof, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Agent may determine (including a term that a reasonable commission shall be payable to the Agent or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any

of the Secured Property and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby except to the extent caused by the gross negligence or wilful misconduct of the Agent; and the Agent may execute and deliver to any purchaser of the Secured Property or any part thereof, good and sufficient deeds and documents for the same;

(g) by instrument in writing appoint any person to be a Receiver of the Secured Property or of any part thereof with such rights, powers and authority (including any or all of the rights, powers and authority of the Agent under this Debenture) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time, and any such Receiver so appointed shall have power:

(i) to take possession of and collect and get in all or any part of the Secured Property or any part thereof and, for that purpose, to take proceedings in the name of the Debtor or otherwise and to make any arrangement or compromise;

(ii) to operate, manage and develop the Secured Property and to carry on or concur in carrying on all or any part of the business of the Debtor relating to the Secured Property;

(iii) to borrow or raise money on the security of the Secured Property or any part thereof in priority to this Debenture or otherwise, for the purpose of the maintenance, preservation or protection of the Secured Property or any part thereof or for carrying on all or any part of the business of the Debtor relating to the Secured Property;

(iv) to sell, lease or otherwise dispose or concur in a disposition of the whole or any part of the Secured Property, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Receiver may determine;

(v) to exercise any of the rights and remedies which may be exercised by the Agent against the Debtor or the Secured Property; and

(vi) to make any arrangement or compromise with respect to the Secured Property which the receiver shall think expedient in the interest of the Agent;

provided that any such Receiver shall be deemed the agent of the Debtor and not of the Agent or the Secured Creditors and the Agent or the Secured Creditors shall not be in any way responsible for the acts or omissions of such Receiver; and in making such appointment the Agent or the Secured Creditors shall not incur any liability to the Receiver for his remuneration or otherwise and the Debtor hereby agrees to indemnify and

save harmless each of the Agent and the Secured Creditors from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Agent or the Secured Creditors may suffer, incur or be required to pay as a result, in whole or in part, of any action taken by such Receiver or any failure of such Receiver to do any act or thing;

(h) subject to Applicable Law, seize, collect, retain and administer the Secured Property or any part or parts thereof in the Agent's sole and unfettered discretion;

(i) pay any encumbrance, lien, claim or charge that may exist or be threatened against any of the Secured Property and any amounts so paid together with any costs, charges and expenses incurred by the Agent or the Secured Creditors (including, without limitation, legal fees and disbursements on a solicitor-client basis) shall be added to the Obligations Secured hereby and shall bear interest at the rate herein provided;

(j) take proceedings in any court of competent jurisdiction to enforce payment by the Debtor of the Obligations Secured or any deficiency remaining upon application of proceeds of realization which are actually received by the Agent; and

(k) exercise all of the rights and remedies granted to the Secured Creditors under the PPSA or otherwise available to the Agent by contract, at law or in equity.

9. Remedies Not Exclusive

All rights, powers and remedies of the Agent under this Debenture may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Agent and any other rights, powers and remedies of the Agent however created or arising. No single or partial exercise by the Agent of any of the rights, powers and remedies under this Debenture or under any other security now or hereafter held by the Agent shall preclude any other and further exercise of any other right, power or remedy pursuant to this Debenture or any other security or at law, in equity or otherwise. The Agent shall at all times have the right to proceed against all or any portion of the Secured Property or any other security in such order and in such manner as it shall determine without waiving any rights, powers or remedies which the Agent may have with respect to this Debenture or any other security or at law, in equity or otherwise. No delay or omission by the Agent in exercising any right, power or remedy hereunder or otherwise shall operate as a waiver thereof or of any other right, power or remedy.

10. Application of Proceeds by Receiver

The net proceeds of any sale, lease or other disposition of the Secured Property shall be applied by the Receiver, subject to the claims of all creditors ranking in priority to this Debenture:

(a) firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid, including the remuneration of the Receiver and all amounts properly payable by him;

(b) secondly, in payment of all costs and other monies owing hereunder, except interest and principal;

(c) thirdly, in payment of all interest accrued hereunder; and

(d) fourthly, in payment of the principal amount of this Debenture;

and any surplus shall be paid to the Borrowers.

11. Sale of Charged Property

Any sale referred to in Section 8(f) or Section 8(g)(iv) may be a sale of all or any portion of the Secured Property and may be by way of public auction, public tender with notice or private contract or otherwise. Any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Agent in its sole discretion thinks fit, with power to vary or rescind any such sale and resell without being answerable for any loss. The Agent or a Receiver may sell the Secured Property for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Secured Property and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Debtor and all those claiming an interest in the Secured Property by, from, through or under the Debtor making any claim against the purchaser of the Secured Property provided that any sale or transaction completed pursuant to the provisions of this Section 11 shall be effected in a commercially reasonable manner.

12. Conveyances

In case of any sale of the whole or any part of the Secured Property after the security becomes enforceable hereunder, whether by the Agent, or by a Receiver, or under judicial proceedings, the Debtor agrees that it shall forthwith upon request execute and deliver to the purchaser such deeds, assurances, conveyances and receipts as may be necessary to transfer good title to the Secured Property so sold.

13. Power of Attorney

(a) The Debtor hereby appoints the Agent, or a Receiver as the agent of the Debtor, as the Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, do all such acts and to execute and deliver all such deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Debtor has herein agreed to execute, deliver and do as may be required by the Agent to give effect to the Credit Agreement, and/or this Debenture or in the exercise of any rights, powers or remedies hereby or thereby conferred on the Agent, and generally to use the name of the Debtor

in the exercise of all or any of the rights, powers or remedies hereby or thereby conferred on the Agent including, without limitation, the right to bring actions for and in the name of the Debtor, the right to collect accounts, and the right to exercise the rights of the Debtor under all agreements or contracts to which it is a party and to cure any defaults thereunder.

(b) The Agent shall only exercise its rights pursuant to Section 13(a) after the occurrence of an Event of Default that is continuing.

(c) The appointment in Section 13(a) is coupled with an interest and shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Debtor or for any other reason and shall remain in full force and effect until this Debenture is discharged in accordance with Section 24.

14. Default Under Other Encumbrances

Any amount paid by the Secured Creditors or the Agent after the occurrence of an Event of Default on account of monies payable under any encumbrance upon the Secured Property or any part thereof shall:

(a) be added to the Obligations Secured;

(b) bear interest at the interest rate specified herein;

(c) constitute a charge upon the Secured Property; and

(d) be repaid by the Debtor to the Agent on demand, in accordance with the provisions set out in this Debenture.

15. Judgment

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Debtor hereunder to make payment of the principal hereby secured or interest thereon or other monies owing hereunder nor shall such operate as a merger of any covenant or affect the right of the Secured Creditors to interest at the rate specified herein, and any judgment shall bear interest at such rate.

16. Expenses

The Debtor shall pay promptly to the Agent, upon request by the Agent accompanied by reasonable supporting documentation or other evidence, all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees and disbursements on a substantial indemnity basis) incurred by the Agent or its agents including, without limitation, a Receiver, in connection with the recovery or enforcement of payment of any of the monies owing hereunder, including but not limited to, all such costs, charges and expenses in connection with taking possession, protecting, preserving, collecting or realizing upon any part of the Secured Property together with interest thereon at the rate herein provided from the date of incurring such costs, charges and expenses. All such sums, together with interest thereon at the

rate herein provided shall be added to the indebtedness secured by this Debenture and shall be secured hereby.

17. Charge Valid Irrespective of Advances

The charges hereby created shall be and be deemed to be effective and shall have effect whether or not the monies hereby secured or any part thereof shall be advanced before or after or at the same time as the issuance of this Debenture or before or after or upon the date of the execution of this Debenture. Subject to Section 25, this Debenture is intended to and shall be valid and have priority over all Permitted Encumbrances. Although this Debenture is given to secure any and all future Obligations Secured owed the Secured Creditors under the Credit Agreement and the other Financing Documents in relation to the C&I Projects only or for the benefit of the Secured Property, whether obligatory, optional or otherwise, the Debtor and the Agent hereby acknowledge and agree that the obligations of the Lenders to make future advances are subject to the terms of the Credit Agreement and the satisfaction of the relevant conditions set forth therein.

18. After Acquired Property

The Debtor covenants and agrees that if and to the extent that any of its right, title, estate and interest in any of the Secured Property is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and the security interest of the Agent hereby created shall attach to such Secured Property at the same time as the Debtor acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Secured Property shall be subject to the security interests created hereby in accordance with the provisions of Section 4 hereof.

19. Attachment

The Debtor hereby acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

20. Severability

If any term, covenant, obligation or agreement contained in this Debenture, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Debenture or the application of such term, covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

21. Further Assurances

The Debtor hereby covenants and agrees that it will at all times, at its own cost and expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all and singular such further acts, deeds, mortgages, charges, assignments and

assurances in law, in each case consistent with the terms of this Debenture, as the Agent may reasonably require for the better mortgaging, charging, pledging and assigning unto the Agent the property and assets hereby mortgaged, charged, pledged or assigned or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, pledge or assign in favour of the Agent and for the better accomplishing, effectuating and perfecting of this Debenture, including but not limiting the generality of the foregoing, such as may be required in order to register or file this Debenture or perfect the registration of this Debenture wherever the Agent in its discretion considers that the same or notice of the same ought to be registered or filed.

22. Notices

Unless otherwise provided herein, any demand, notice or communication given or required to be given hereunder shall be in writing and shall be personally delivered or given by facsimile transmission addressed to the respective parties at its address or facsimile number set forth below or to such other address or facsimile number as such party may designate by notice in writing to the other party hereto:

(a) if to the Debtor, at:

c/o Grasshopper Solar Corporation
5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

Attention: Jason Hibbard
Email: jason.hibbard@grasshoppersolar.com
Fax: 1-866-400-7831

(b) if to the Agent, at:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
MS: NYC60 – 1630
New York, NY 10005

Attention: Project Finance Agency Services – GSC Solar Fund II LP
Fax: 732-578-4636

or at such other address as the Debtor or the Agent may designate by notice to the other. If any notice, request, demand or other communication is delivered or transmitted on a day other than a Business Day or after 5:00 p.m. on any Business Day, the same shall be deemed to have been effectively given and received on the next following Business Day.

23. Continuing and Additional Security

This Debenture shall not be considered as satisfied or discharged by an intermediate payment of part of the Obligations Secured but shall constitute and be a continuing

security to the Agent and shall be in addition to and not in substitution for any other security now or hereafter held by the Agent. This Debenture shall not be considered as satisfied, discharged or redeemed, and the security interests created hereby shall not cease to operate or be deemed to be extinguished or void by an intermediate payment of all or part of the Obligations Secured or by reason of the Obligations Secured becoming or being zero at any time or from time to time and no payment (except if there is any money realized from the security interests created hereby) received by the Agent shall reduce, or be deemed to reduce or be deemed to be a payment on account of the Obligations Secured. The remedies of the Agent under this Debenture may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Agent however created.

24. Receipt and Discharge

The Agent is the person entitled to receive the money payable hereunder and to give a discharge hereof. If the Debtor pays to the Agent the monies secured by this Debenture and otherwise observes and performs the terms and conditions hereof and of the Credit Agreement, then the Agent shall at the request of the Debtor cancel and discharge the mortgages, charges, assignments and security interest of or created by this Debenture and execute and deliver to the Debtor such deeds and other instruments as shall be requisite therefor.

25. Paramountcy

In the event of a conflict or inconsistency between the provisions of this Debenture and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail to the extent of such conflict or inconsistency. For greater certainty: (a) notwithstanding that the rate of interest stipulated for in this Debenture may exceed the rate of interest stipulated in the Credit Agreement, the rate of interest under the Credit Agreement shall apply; (b) notwithstanding that this Debenture contains a promise by the Debtor to pay to the Agent a principal amount which may be in excess of the Obligations of the Debtor, the Debtor shall only be liable to pay to the Agent the amount of the Obligations of the Debtor outstanding at that time; and (c) notwithstanding that this Debenture is expressed to be payable on demand, the Obligations Secured and the Principal Sum shall only be payable upon the occurrence of an Event of Default. Provided however, that if in this Debenture there exist any rights in favour of, or remedies available to, the Agent, which rights or remedies do not exist in the Credit Agreement, the Agent shall, notwithstanding this Section 25, be entitled to exercise such rights and enforce such remedies.

26. Governing Law

This Debenture 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 Debenture may be instituted in the courts of Ontario, and the parties hereto 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.

27. Time of the Essence

Time is of the essence of this Debenture.

28. Receipt of Copy

The Debtor acknowledges receipt of a true copy of this Debenture.

29. Exclusion of Rights

The Debtor agrees that the Obligations Secured will be paid when due without regard to any equities between the Debtor and the Agent or any other person or any right of set-off or counterclaim.

30. Acknowledgements

The Debtor acknowledges and agrees that the charges, mortgages, assignments, pledges and security interests created hereby shall be held by the Agent under the Credit Agreement for the benefit of the Secured Creditors and that in dealing with this Debenture, the Agent shall be entitled to all of the protections available to it pursuant to the Credit Agreement.

31. Modifications

No amendment, modification, consent or waiver by the Agent and no consent to a departure or a waiver of the provisions hereof by the Agent shall be effective unless made in writing and signed by an authorized officer of the Agent.

32. Currency of Payment

The principal, interest and other monies payable hereunder shall be paid in lawful money of Canada.

33. Successors

This Debenture and all its provisions shall enure to the benefit of the respective successors and assigns of each of the Agent, Administrative Agent and the Secured Creditors and shall be binding upon the Debtor and its successors and permitted assigns.

34. Use of Agents

The Agent may perform any of its rights or duties under this Debenture by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Debenture and the Agent shall have no liability for the action or inaction of such agents or for the use of such agents or for any other action or inaction by the Agent under this Debenture, absent gross negligence or wilful misconduct on the part of the Agent.

35. Assignment

This Debenture and the rights and remedies contained herein shall be assignable by the Agent in accordance with the terms of the Credit Agreement and, in such event, such Person will be entitled to all of the rights and remedies of the Agent as set forth in this Debenture. If so assigned, the assignee shall have and be entitled to exercise any and all discretion, rights and powers of the assigning Agent hereunder and all references herein to the Agent shall include such assignee. The Debtor may not assign, transfer or delegate any of its rights or obligations under this Debenture except in accordance with the terms of the Credit Agreement.

36. *Land Registration Reform Act*

The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* (Ontario) (the "**LRRA**") shall, except as expressly amended or excluded hereby, be in addition to, and not in substitution for, the provisions of this Debenture. In the event of any conflict, inconsistency or discrepancy between the provisions of this Debenture and any such implied covenants, the provisions of this Debenture shall prevail. The implied covenants set out in subparagraphs 7(1)1(v), (vi), (vii) and (ix) of the LRRA are hereby expressly excluded and replaced by the provisions of this Debenture.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the Debtor has duly executed this Debenture as of the date first above written.

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC.**

By: _____

Name: Ryan Ward

Title: Designated Signing Officer

SCHEDULE A

LEGAL DESCRIPTION

see attached excel spreadsheet.

Project No.	Address	PIN
284241	4898 Barcelona Cres, Windsor ON N9G 3G1	01560 - 1843
276269	635 West 5th St, Hamilton ON L9C 3R1	16968 - 0054
306980	701 West 5th Street, Hamilton ON L9C 3R3	16968 - 0076
270289	2753 Robert Rd, Windsor ON N8W 5L9	01360 - 0044
291022	38 Gatineau Dr, Hamilton ON L8T2W5	16991 - 0065
298026	52 Gee Cres, Lindsay ON K9V0G9	63237 - 1644
237585	154 Stark Cres, Woodbridge ON L4H 0J4	03327 - 4911
295647	3035 Cornish Hollow Rd, Cobourg ON K9A4J9	51107 - 0379
261074	100 Fairhill Ave, Brampton ON L7A 2H5	14254 - 3976
302163	242 Slater Cres, Oakville ON L6K 2C8	24825 - 0103
295760	45 Uplands Drive, Kitchener ON N2M 4X3	22472 - 0098
261276	1 Valleyview Rd, Thornhill ON L3T 6X6	03009 - 0215
284962	74 Joycedale St, Markham ON L3S 3J2	02942 - 0075
297648	52 Heather Ave, Cambridge ON N3C 3C2	03766 - 0164
288578	44 Nobbs Drive, Ajax ON L1T4L8	26409 - 1519
295758	36 Metcalfe Court Georgetown ON L7G 4N9	25050 - 0088
271822	9908 Holly Cres. Windsor ON N8R 1Y6	01394 - 0042
267417	127 Powell Rd, Brantford ON N3T 0E4	32068 - 0415
296529	20 Chatelaine Dr, Markham ON L3S 3S9	02936 - 0198
297907	6109 County Rd 13,Everett ON L0M1J0	58192 - 0027
306874	3471 Drummond Rd, Mississauga ON L5L 4H6	13405 - 0237
285402	4 Goodman Cres, St Catharines ON L2S3Y7	46355 - 0082
267749	2840 Lionel Dr Windsor, ON N8X 4X7	01342 - 0351
266183	1024 Queensdale Ave E, Hamilton ON L8T 1J3	17064 - 0144
275281	79 Richmond Park Dr, Keswick ON L4P 0A3	03479 - 0716
285993	1043 Silverdale Dr, Windsor ON N9G2R9	01573 - 0276
249755	12 Cumming St, St Catharines ON L2S 1H7	46175 - 0256
275628	667 Sarah Crt, Windsor, ON N9G 2Y8	01559 - 1264
306877	77 Appleblossom Drive, Hamilton ON L9C 7W3	16945 - 1276
261085	780 Terlin Blvd, Mississauga ON L5H 1T2	13454 - 0204
285151	2485 Secreto Dr, Oshawa ON L1L 0H6	16262 - 2070
280290	7062 Eagle Crescent Amherstburg N0R 1J0	01551 - 0812
288149	28 Rosehill Crt, Cambridge ON N1S 3H9	03773 - 0392
278825	1195 Front Rd, St Williams ON N0E 1P0	50202 - 0297
296649	216 Big Creek Rd, Caledonia ON N3W2G9	32235 - 0071
282340	132 Diiorio Circle, Ancaster ON L9K 1T3	17565 - 2694
302271	547 Kelvedon Mews, Mississauga ON L4Z 1G3	13171 - 0097
296493	475158 County Rd 11, Amaranth ON L9W 0R6	34052 - 0029
263011	546 Laclie Street, Orillia ON L3V 4P9	58624 - 0011
287628	7 Benson Ave Mono ON L9W 6W7	34020 - 1236
287191	6 Mavin St, Brantford ON N3T 6N1	32612 - 0309
295416	3 Lifestyle Court St. Catharines ON L2M 7Y8	46308 - 0137
280938	112 Mill St, Orono ON L0B1M0	26685 - 0040
287237	3 Sewell Crescent Ajax L1Z 0N7	26410 - 4015
286035	1230 Orchard Avenue, Fort Erie ON L2A 3C9	64469 - 0027
278520	170 Stanton ST, Fort Erie ON L2A 3N5	64223 - 0153
278714	35 Logan Lane,Single Family, Lindsay ON K9V 0L6	63238 - 0432
256364	18 Port St, Brantford ON N3S 1Y1	32092 - 0151
264140	16 Sheppard St, Brantford ON N3T 6P7	32612 - 0330
283413	45 Collier Cres, Angus ON L0M 1B5	58104 - 0277
297271	957242 7Th Line, Mulmur ON L9V0M7	34113 - 0129
282437	47098 BROUWERS LINE ST THOMAS ON N5P 3S6	35265 - 0151
297101	4760 14th Line, Cookstown ON L0L1L0	58142 - 0010
285269	83 Royal Oak Dr, St. Catharines ON L2N 6K6	46188 - 0564
287950	17 Cardinal St, Elmira ON N3B 1E9	22229 - 0061
287477	5824 Prairie Cir, Mississauga ON L5N 6B4	13525 - 0580
261051	5568 Cosmic Cres, Mississauga ON L4Z 3S1	13524 - 0188
298620	2864 Mcmahon Ave, Windsor ON N8T 2J6	01370 - 0061
285168	92 Venice Cres, Thornhill ON L4J 7T1	03270 - 0211
297691	294 Westheights Dr, Kitchener ON N2N1J9	22456 - 0056
297798	7 Royal Oak Dr, St. Catharines ON L2N 4B7	46188 - 0472
273169	4 Pleasant PL, Paris ON N3L 3S1	32043 - 0182
266291	1289 Line 3 Rd, Niagara On The Lake ON L0S 1J0	46380 - 0200
277460	9 Hilborn Street, Grand Valley ON L9W 6T9	34070 - 0240
288481	10 Leonard Dr, St. Catharines ON L2S3V2	46160 - 0079
295581	20 Valerie Crt, Cambridge ON N3C 3H4	03757 - 0022
287075	3 Arfield Ave, Ajax ON L1Z 0E9	26410 - 2760
287160	11 Depeuter Cres, Bradford ON L3Z 3A4	58032 - 0405
295321	4 Meadowlark Dr, Georgetown ON L7G 6N2	25043 - 3094
266210	5299 Creditview Rd, Mississauga ON L5V 1T6	13505 - 0013

Project No.	Address	PIN
246304	23 Colcrest St, Hamilton, ON L8E 3X9	17312 - 0082
287682	170 Cole Cres, Niagara On The Lake ON L0S 1J0	46416 - 0590
268671	668 Driftcurrent Dr, Mississauga ON L4Z3Z4	13291 - 0484
267195	189 Governors Rd E, Paris ON N3L 3E1	32036 - 0189
286926	12 Ashburton Cres, Angus ON L0M1B0	58108 - 0255
297380	200 Tigertail Cres, Bradford ON L3Z 0M4	58032 - 1860
271519	923 Queensdale Ave E, Hamilton ON L8V 1N5	17062 - 0262
278036	90 Howell Rd, Oakville ON L6H 5Z6	24921 - 0330
203857	4113 Jefton Cres, Mississauga, ON L5L 1Z2	13397 - 0550
296461	56 Strathmanor Dr Bowmanville ON L1C 4L3	26629 - 0504
279166	20103 Winston Churchill Blvd, Caledon ON L7K1J7	14278 - 0005
288232	19 Hill Street Acton l7J2W3	25002 - 0265
243793	942 Moy Ave, Windsor, ON N9A 2P1	01137 - 0124
284871	102 Riverwalk Dr, Markham ON L6B 0B9	03065 - 1543
295831	66 Rideout St, Ajax ON L1S1P8	26456 - 0099
298726	55 Carrington Dr, Richmond Hill ON L4C 8A5	03164 - 0041
282367	6799 Line 86, TWP of Woolwich ON N3B 2Z2	22212 - 0039
240573	10 Plunkett Court, Barrie, ON L4N 6M3	58910 - 1485
285090	13 Cornwall St, Omemee ON K0L2W0	63256 - 0565
295091	43 Fatima Cres, Cambridge ON N1R 7Z7	03843 - 0121
282170	352 Albany St, Fort Erie ON L2A 1L9	64216 - 0049
279155	15 Beechnut St, Mono ON L9W4A6	34020 - 0163
279052	192 Wills Cres, Binbrook ON L0R 1C0	17384 - 1165
285954	4077 Jefton Cres, Mississauga ON L5L 1Z2	13397 - 0562
296787	71 Drinkwater Dr, Cambridge ON N1P 1G5	22680 - 0495
287269	112 Nautical Blvd, Oakville ON L6L6T9	24752 - 0919
258712	137 Childerhose Cres, Brantford ON N3P1Z6	32193 - 0062
298486	86 Doon Valley Dr, Kitchener ON N2P1B2	22626 - 0053
276832	204 Greenwood Rd, Stouffville ON L4A4N8	03708 - 1600
276571	86 Howell Rd, Oakville ON L6H 5Z6	24921 - 0331
295011	41 Griffiths Dr, Paris ON N3L4B6	32040 - 0153
275785	3 Follett Crt, Ajax ON L1S 2V9	26475 - 0093
276795	519 Mccrea Dr, Peterborough ON K9K1C4	28450 - 0110
286016	14 Holliman Lane, Ajax ON L1Z 1K6	26482 - 0283
296151	13 The Pinery Rd, St Catharines ON L2M 6M5	46317 - 0158
284396	59 Button Cres, Uxbridge ON L9P1Z6	26838 - 0537
287885	1124 Esdras Place, Windsor ON N8S 2N4	01563 - 1132
298454	61 Middlecote Drive Ajax ON L1T 0A1	26409 - 2780
282638	809 Grand Banks Dr, Waterloo ON N2K 4N6	22707 - 2722
268986	1403 Springwater Cres, Oshawa ON L1K 2N4	16271 - 0146
283300	167 Highland Rd W, Stoney Creek ON L8J 2S6	17087 - 0075
285071	5 Church St, Clarington ON L1C 1S2	26629 - 0220
287949	65 Ellen Street, Port Hope ON L1A1Y1	51076 - 0034
287390	47 Macauley Dr, Thornhill ON L3T 5S6	03013 - 0210
287571	513 Charles Potter Lane, Oakville ON L6M 0P7	24929 - 0369
262938	31 Drury Cres, Brampton ON L6T 1L1	14202 - 0147
279154	871 Grandview Rd. Fort Erie ON L2A 4V6	64209 - 0107
230300	1560 Marentette Ave, Windsor ON N8X 4E3	01162 - 0050
288252	3061 Cantelon Cres, Mississauga ON L5N 3J7	13242 - 0278
287352	15 Darren Dr, Angus ON L0M1B3	58106 - 0075
273584	2564 Harman Gate, Oakville ON L6H 6L6	24923 - 0557
307018	5835 Fieldon Rd, Mississauga ON L5M 5K3	13237 - 0277
297468	704 Aylmer ave Windsor N9A1V3	01167 - 0278
282260	6443 Valiant Heights, Mississauga, ON L5W 1E2	13213 - 1260
297765	45 Lakeview Dr, Stoney Creek ON L8E 5A6	17346 - 0277
297126	860 Jos Janisse Ave, Windsor ON N8Y 3A8	01097 - 0679
298198	1048 Nafziger Rd, New Hamburg ON N3A 3G7	22202 - 0043
288334	69 Gamble Dr Ajax ON L1Z0G8	26410 - 3218
287380	719 Aylmer St N Peterborough K9H 3X5	28113 - 0085
272548	911 Coldstream Dr, Oshawa ON L1K 2W8	16271 - 0390
278397	58 Alonna St, Bowmanville ON L1C 3P8	26643 - 0165
280037	6509 Tisler Crescent, Mississauga ON L5N 3G6	13242 - 0462
290481	6 Caroga Crt, Hamilton ON L9C4R4	16962 - 0201
295438	110 Acton Blvd Acton L7J 2H7	25000 - 0014
278284	588 Canso Place, Waterloo ON N2K3Z6	22813 - 0159
285643	7 Randy Ave, Mono ON L9W 1Z8	34020 - 0209
287901	324 Cumberland Ave, Hamilton ON L8M 2A1	17113 - 0158
277115	17 Rannie Court, Thorold ON L2V 4X1	64045 - 0191
282636	807 Grand Banks Dr, Waterloo ON N2K 4N6	22707 - 2723
296802	124 Tulip Tree Rd, Thorold ON L2V0A4	64043 - 0414

Project No.	Address	PIN
295402	205 Hodgson Drive, Newmarket ON L3Y1E3	03594 - 0046
277625	478 Hall Ave, Windsor ON N9A 2L8	01149 - 0050
287335	18 Ross Wright Ave, Bowmanville ON L1C 0P6	26612 - 0453
283751	444 Simcoe Rd, Bradford ON L3Z 3A1	58014 - 0109
288455	993105 Mono Adjala Tline, Orangeville ON L9W2Z2	58174 - 0020
277109	23 Bricker Crt, Brantford ON N3T 6R7	32074 - 0734
287291	98 Mowat St, Stratford ON N5A 2B9	53113 - 0024
295756	205 Frederick street, Bradford ON L3Z 1K3	58031 - 0083
297832	19 Carver Dr, Binbrook ON L0R1C0	17384 - 1993
298947	152 Glenway Cir, Newmarket ON L3Y 7S3	03580 - 0146
298313	1581 Goyeau St, Windsor ON N8X 3L5	01178 - 0092
275767	41 Algeo Way, Bradford ON L3Z 0W1	58012 - 0687
298019	635 Montpellier Dr, Waterloo ON N2T 0B3	22684 - 4220
287903	2421 Eden Valley Drive, Oakville ON L6H 6L2	24924 - 0453
284511	75 Mackenzie King Avenue, St. Catharines ON L2P 0E1	46415 - 0845
296866	703 Carlisle Street, Cobourg ON K9A5E4	51085 - 0885
297709	324 King St E, Mount Albert ON L0G1M0	03453 - 0473
277791	21 Dalemere Cres, St. Catharines ON L2N 7K4	46188 - 0062
273364	75 Aspen Cres, Elmira ON N3B 1J9	22225 - 0037
245872	1184 SUMACH CRES WINDSOR ON Canada N8S 2S4	01564 - 1561
288167	79 Penfound Dr, Bowmanville ON L1C4B9	26934 - 0517
275477	94 Toby Cres, Hamilton ON L8T 2N8	17000 - 0257
278891	11 Glendan Crt, Cambridge ON N1R 7N4	22655 - 0308
272917	1265 Foxglove PL, Mississauga ON L5V 2N3	13194 - 2581
260286	195 Osborn Avenue, Brantford ON N3T 0A1	32612 - 1041
299007	481 Brisdale Dr, Brampton ON L7A 4P9	14365 - 2281
266524	104 Moore Park Cres, Georgetown ON L7G2T4	25036 - 0056
296992	34 Allan Dr, St Catharines ON L2N 1E9	46257 - 0319
296053	533 Teakwood Drive, Waterloo ON N2L4L5	22267 - 0189
296711	8 Lealinds Rd, Maple ON L6A 0P5	0334- - 2978
284075	66 Chaplin Ave, St Catharines ON L2R 2E7	46215 - 0509
276601	569 Sherbrooke St, Peterborough ON K9J 2P4	28082 - 0112
298623	2212 Turner Rd, Windsor ON N8W 3K5	01326 - 0107
296534	71 Andreeta Dr, Woodbridge ON L4H 4H3	03322 - 2504
285506	104 Major Button's Dr, Markham ON L3P 3X5	02936 - 0218
285678	202 Bedford Rd, Kitchener ON N2G 3A6	22579 - 0046
287984	678 County Rd 36, Lindsay ON K9V 4R3	63210 - 0095
288048	116 Meadow Dr, Orangeville ON L9W 4J8	34036 - 0393
258083	7 Norn Cres, Markham ON L3S 2B3	02947 - 0058
265773	6205 Kindree Cir, Mississauga ON L5N 3B9	13241 - 0179
272071	680 Memorial Dr, Windsor ON N8W 1V8	01335 - 0150
277338	1133 Garden Court Dr, Windsor ON N8S 2S1	01564 - 1515
279549	15 Antorisa Ave, Woodbridge ON L4H3S2	03754 - 0663
281070	109 Aishford Rd, Bradford ON L3Z0A7	58013 - 1054
281407	112 Stedford Cres, Brampton ON L7A 4P7	14365 - 1334
283181	34 Jenkins Ave, Tottenham, ON L0G 1W0	58168 - 0740
284731	31 Michaelis St, Alliston ON L9R 0L8	58144 - 0386
285069	89 Tysonville Cir, Brampton ON L7A 4B2	14364 - 2639
285297	10 Cambridge Ave, Orangeville L9W 3M3	34004 - 0292
285912	15 Cranbrook St, Kitchener ON N2P2Y2	22734 - 1968
287412	12 Banbury Rd, Brantford ON N3P 1C2	32190 - 0121
287453	519 Laurie Ave, Peterborough ON K9L1X7	28457 - 0103
296297	28 Vasselle Cres, Unionville ON L3R9P4	02984 - 0126
296460	16 Black Diamond Cres, Brampton ON L6X0V8	14093 - 1070
297195	1 Carter Cres, Cambridge ON N1R7L9	22654 - 0218
298074	332 wellington ST St. Thomas N5R 2T3	35206 - 0070
298954	28 Henry St, Thornton ON L0L 2N0	58116 - 0267
299140	158 Delrex Blvd, Georgetown ON L7G 4E2	25048 - 0004
276183	3283 Riberdy Rd, Windsor ON N8W3V1	01408 - 1951
281723	153 Glen Rd, Kitchener ON N2M 3G3	22486 - 0123
283194	58 Rogers Trail, Bradford ON L3Z 0G5	58033 - 0570
296029	11915 Cobblestone Cres, Windsor ON N8P 1T7	01597 - 1777
297323	63 Cartier Drive, Kitchener ON N2E1E3	22602 - 0096
243957	156 Twin Hills Cres,Woodbridge ON L4H 0G3	03327 - 6385
263404	2380 Lesperance Rd, Windsor ON N8N 2W4	75239 - 0144
264404	88 Castlewood PL, Cambridge ON N1R 8K7	03841 - 0482
264779	237 Vansickle Road, St. Catharines ON L2S 3v3	46160 - 0133
265261	28 Ferrier Lane, Brantford ON N3T 0K5	32068 - 0921
266734	3781 Fairfield Avenue, Crystal Beach ON L0S 1B0	64186 - 0214
270111	443 Lesabre St, Oshawa ON L1K 1E3	16424 - 0041

Project No.	Address	PIN
271201	108 Gilmour Cres, Kitchener ON N2M 4N4	22491 - 0268
271498	3066 Lloyd George Blvd, Windsor ON N8T 2V2	01369 - 0381
271556	46 Winterfold Dr Brampton, ON L6V 3T2	14142 - 0264
272013	6340 Wyandotte St E, Windsor ON N8S 1N6	01080 - 0071
275232	24 George Street Thorold L0s1k0	64429 - 0073
275977	5601 Concession Rd 6, Everett ON L0M1J0	58192 - 0123
276296	2534 Denure Dr, Peterborough ON K9K2S9	28472 - 1216
277222	121 Prince Charles Dr, Oakville ON L6K 2E1	24827 - 0101
277444	112 Summerdale Dr, Markham ON L3T 6Y6	03009 - 0163
277967	457 Anndale Rd, Elmira ON N2K 2E3	22287 - 0382
278213	1342 Corm Street, Innisfil ON L9S0B2	58074 - 0810
278342	736 Trinidad Crt, Oshawa ON L1J 6J5	16293 - 0148
279153	28 Andy Cres, Woodbridge ON L4H 1C3	03307 - 0111
279488	79 Beaver Cres, Brantford ON N3P 1T3	32193 - 0260
279595	23 Scotia Ave, Hamilton ON L8K4X4	17112 - 0064
280374	226 Douglas St Fort Erie ON L2A 3X4	64220 - 0040
280782	310 Ridout St, Port Hope ON L1A 1R1	51064 - 1040
280799	343 Hartwell Way, Aurora ON L4G 0W5	03642 - 3875
280929	9 Keily Cres, Bolton ON L7E 0R3	14334 - 0095
281041	72 Dorset St, Waterloo ON N2L 3M2	22375 - 0027
281086	2345 Wyandotte Drive, Oakville ON L6L2T4	24850 - 0218
281175	3295 Switch Road, Stevensville ON L0S 1S0	64240 - 0399
282100	46 Laura Sabrina Dr, Woodbridge ON L4H 1X8	03324 - 3587
282188	751 Butternut Ave, Waterloo ON N2V 2M3	22684 - 0876
282366	3 Nicol St, Dundas, ON L9H 5L6	17492 - 0126
282713	3 Colyer PL, Kitchener ON N2K 4E3	22710 - 0383
282764	19 Shadyridge Place, Kitchener ON N2N 3J1	22452 - 0134
283007	7275 Village Walk, Mississauga ON L5W 1V7	14084 - 4602
283357	38 Ellen Cres, Erin ON N0B1Z0	71143 - 0045
283359	2352 Yolanda Dr, Oakville ON L6L 2H8	24855 - 0018
283482	32 Mccormick Dr, Cambridge ON N3C 4C9	22641 - 0654
283513	102 Turner Dr, Tottenham ON L0G 1W0	58168 - 1043
284560	11749 Durham Regional Road 1, Uxbridge ON L0C 1C0	26853 - 0051
284743	367 Sauve Cres, Waterloo ON N2T 2Y9	22684 - 3200
284790	308 Schooley Road, Crystal Beach ON L0S 1B0	64180 - 0006
285006	582 Windjammer Way, Waterloo ON N2K 3Z6	22813 - 0065
285077	504 Thornview Place, Waterloo ON N2T 2V9	22681 - 1389
285261	18 Hampton St, Elmira ON N3B1X9	22223 - 0050
285286	592 Winterburg Walk, Waterloo ON N2V 2M8	22684 - 1820
285628	52 Shepstone Dr, Ajax ON L1Z0E9	26410 - 2859
285946	468 Sandlewood Rd, Oakville, ON L6L 3S4	24851 - 0257
286075	43 Lincoln Rd E Crystal Beach ON L0S 1B0	64463 - 0207
286086	2730 12Th Line, West Gwillimbury ON L3Z2A5	58045 - 0061
286991	21 James St, Waterdown ON L0R 2H0	17505 - 0198
287436	376 Maple Ave S, Burford ON N0E 1A0	32019 - 0046
287480	126 Beechwood Ave, Crystal Beach ON L0S 1B0	64178 - 0574
287488	163 Foxridge Dr, Cambridge ON N3C3V7	22636 - 0485
287932	31 Murray Court, Orangeville ON L9W 0A1	34019 - 0305
290848	15 Foster St, Hamilton ON L8N1Z7	17116 - 0040
295085	126 Hampton Avenue, Port Colborne ON L3K 5S1	64404 - 0102
295090	2 Adams Crt, Acton ON L7J2V8	24994 - 0152
295176	279 Glenridge Avenue, St. Catharines ON L2T 3K3	46339 - 0017
295204	8960 Wellington Rd 22, Erin ON N0B1Z0	71146 - 0029
295229	1354 Peartree Cir, Oakville ON L6M 2J2	24865 - 0025
295424	676 Oak Hill Rd, Port Hope ON L0A1B0	51052 - 0206
295444	950 Balfour St, Fenwick ON L0S1C0	64029 - 0297
295652	119 Riehm St, Kitchener ON N2E 4L2	22727 - 4109
296026	2551 Askin Avenue Windsor N9E3H8	01273 - 2297
296027	971 Rendezvous Dr, Windsor ON N8P 1K5	01597 - 0237
296186	16 Michael Drive South Port Colborne L3K3C2	64403 - 0292
296228	274 Nautical Blvd, Oakville ON L6L0C1	24752 - 1967
296405	1751 Clyde Rd, Cambridge ON N1R5S7	03858 - 0191
296410	330 Laurel St, Cambridge ON N3H3Y8	03779 - 0036
296415	31 Mcgregor Dr, Caledon ON L7K0B2	14282 - 0079
296619	28 Southgate Rd, Cambridge ON N1S 3P7	03798 - 0226
296840	259 Callaghan Crescent, Oakville ON L6H 5H9	24922 - 0176
296887	26 Timbermill Cres, Markham ON L3P 6W9	02905 - 0091
297386	29 Meadowvale Drive, St. Catharines ON L2N3Z6	46205 - 0035
297417	901 Balfour St, Fenwick ON L0S1C0	64028 - 0017
297536	53 Lisbon Pines Dr, Cambridge ON N1R7Z9	22675 - 0038

Project No.	Address	PIN
297927	3940 Farr Ave, Ridgeway ON L0S1N0	64176 - 0428
297997	294 Sanatorium Rd, Hamilton ON L9C 2A2	17034 - 0195
298214	584 Clipper Dr, Waterloo ON N2K 4B4	22707 - 1369
298640	14043 Trafalgar Road, Georgetown ON L7G 4S4	25008 - 0134
298870	56 Manorheights St, Richmond Hill ON L4S 2H6	70004 - 0985
298921	47 Giffin Rd, Dundas ON L9H 7N5	17447 - 0111
299168	3330 Acala Cres, Mississauga ON L5A 3E3	13163 - 0048
306884	828 Fairway Cres, Kitchener ON N2A 4B5	22713 - 0612
306953	23 Yarrow Court, Kitchener ON N2E 4C4	22727 - 3655
276132	43 Booker Drive, Ajax ON L1Z 0H4	26410 - 2263
277094	37 Mountbatten Cres, Barrie ON L4M 1T6	58841 - 0089
280027	823 Greenly Drive, Cobourg ON K9A 0C6	51085 - 1205
284639	103 Stanley Ave, Kitchener ON N2K 3V9	22711 - 0145
295310	11 Frederick Stamm Cres, Markham ON L6C 0X2	03059 - 7331
296367	13 Mayberry Drive, Grand valley ON L9W 6T9	34070 - 0166
296874	14 Colyer Pl, Kitchener ON N2K 4E3	22710 - 0390
297726	39 Ria Crt, King City ON L7B0N4	03377 - 0709
257492	3354 Minerva Way, Burlington ON L7M 0L4	07202 - 3541
296294	54 Stoneheath Cres, Markham L6C2K9	03047 - 0384
287179	5131 11th Line, Essa ON L0L1L0	58141 - 0097
298924	651 Pineridge Rd, Waterloo ON N2L 5N7	22265 - 0084
297413	160 William St N, Lindsay ON K9V4B3	63216 - 0043
230170	7142 Frontier Ridge, Mississauga ON L5N 7R4	14085 - 1145
268886	446 Laporte Ave, Windsor ON N8S 3R2	01067 - 0222
277975	158 Windale Cres, Kitchener ON N2E0A4	22469 - 0494
282845	8708 Martin Grove Rd, Woodbridge ON L4H 1G2	03307 - 0526
287791	1479 Tampa Cres, Oshawa ON L1G 6V1	16269 - 0151
298034	57 Chalmers St N, Cambridge ON N1R 5B9	03820 - 0138
284757	84 Hunter Rd, Orangeville ON L9W 5C3	34003 - 0654
278730	47 Loretta Dr, Virgil ON L0S 1T0	46387 - 0290
297546	507 Doon South Dr, Kitchener ON N2P 2T7	22734 - 1253
230705	1534 Parent Ave, Windsor, ON N8X 4J7	01158 - 0059
299103	6 Albert St, Branchton ON N0B 1L0	22679 - 0114
260464	626 Pioneer Dr, Kitchener ON N2P 1M2	22725 - 0052
279066	182 Concession 11 E, Freelton ON L8B 1H8	17524 - 0232
274124	82 Fairington Cres, Hamilton ON L8E 3N4	17296 - 0211
287485	8 Verona PL, Hamilton ON L9C 1S7	17029 - 0086
287133	116 Michael Myers Road, Baden ON N3A 0E1	22182 - 0987
298633	957 Dunblane Crt, Kitchener ON N2R 1W9	22722 - 1437
296063	3308 Vine Street, Vineland ON L0R2C0	46134 - 0037
297562	6 James Edgar Crt, Ayr ON N0B1E0	22718 - 0146
285055	306 Chandos Court, Kitchener ON N2A3C2	22713 - 0879
249110	30 Mayfield Avenue, Waterloo ON N2J4M5	22353 - 0034
283848	117 Crewson Crt, Rockwood ON N0B2K0	71167 - 0231
272858	655 Fingerboard Rd, Manilla ON K0M 2J0	63188 - 0145
287758	116 Kropf Dr, Baden ON N3A 4S2	22182 - 0715
276564	428 Mooney Cres, Orillia ON L3V6R4	58687 - 0202
268909	15 Spruce St, St. Catharines ON L2R 1B4	46260 - 0029
267267	610 Stanley St, Windsor ON N8X 3B2	01339 - 0435
270447	1564 Kamloops St, Windsor ON N8W 5V1	01561 - 3723
275580	167 Winston Blvd, Cambridge ON N3C 1M1	22635 - 0096
251442	215 Maple Ave, Georgetown ON L7G 1X3	25043 - 1045
276566	464 Eaglewood Dr, Hamilton ON L8W 2T2	16923 - 0243
277775	57 Ball St, Paris ON N3L 1X6	32052 - 0037
280125	585 Lancelot Cres, Oshawa ON L1K 1J9	16330 - 0028
281746	131 Race St, Paris ON N3L 3X2	32221 - 0082
284863	403 River Rd, Cambridge ON N3C 2B8	03758 - 1402
276895	70A Town Line, Orangeville ON L9W 1V6	34015 - 0360
280086	24 Kruger Rd, Markham ON L3S 3X1	02940 - 0579
281706	189 Copper Leaf St, Kitchener ON N2E 3W1	22727 - 1316
275741	63 Haverhill Terr, Aurora ON L4G 7R4	03641 - 2646
278946	44 Fenwick Crt, Kitchener ON N2M 5E8	22447 - 0289
279688	290 Bowen Road Fort Erie L2A 2Y9	64233 - 0167
282613	721 kummer Cres, Cambridge ON N3H 4Y5	22643 - 0130
275994	40 Knight St, Alliston ON L9R 0B1	58131 - 0540
279106	82 Gillespie Dr, Brantford ON N3T 0K1	32068 - 0977
287123	13 Annual Cir, Brampton ON L6X 2M2	14093 - 2200
297084	50 White Blvd, Thornhill ON L4J 5Z7	03238 - 0162
278872	9 Wilmot Rd, Brantford ON N3T0K8	32068 - 1235
295529	668 Westheights Dr, Kitchener ON N2N2Z3	22458 - 0111

Project No.	Address	PIN
297071	17 Caledonia St, Stratford ON N5A 5W4	53139 - 0115
284512	17 Lower Canada Drive, Niagara on the Lake ON L0S 1J0	46392 - 0190
297151	12 Strathmore Dr, Markham ON L3P 6J6	02902 - 0141
296999	6 Cricket Hollow, Kitchener ON N2N 1L6	22687 - 0019
296033	1271 brock street Windsor n9c2v4	01248 - 0191
288454	15 Sunrise St, Holland Landing ON L9N1H4	03424 - 0517
296819	42 Childerhose Cres, Brantford ON N3P 1Z8	32193 - 0108
297498	94 Escarpment Dr, Stoney Creek ON L8E 0G5	17368 - 0461
296694	358 The Bridle Walk, Markham ON L6C 2L9	03059 - 1502
298682	13 Forest Dale Dr, Barrie ON L4M 6M7	58972 - 0139
299077	3737 Holt Rd, Bowmanville ON L1C3K4	26697 - 0088
298907	70 Blackwell Dr, Kitchener ON N2N 1P8	22686 - 0094
284257	6229 Prairie Cir, Mississauga ON L5N 5Y8	13249 - 0103
279395	49 Bluevale St S, Waterloo ON N2J 2G1	22344 - 0018
261381	24 West Hampton Road, St. Catharines ON L2T 3E5	46412 - 0125
277076	27 Hiawatha St, St Thomas ON N5P 2T1	35173 - 0090
276790	11 Braden Ave, Welland ON L3C 2R6	64099 - 0114
276716	203 Ontario ST, Thorold ON L2V 1E3	64056 - 0273
297846	53 Kennedy Rd, Breslau ON N0B 1M0	22251 - 0030
295867	975 Bianca Crt, Kitchener ON N2R 0A5	22607 - 1780
288113	20 georgina street sutton west L0E 1R0	03523 - 0048
272609	220 Gibson Ave, Hamilton ON L8L 6K1	17194 - 0151
296206	744 Shelley Avenue, Oshawa ON L1H3J6	16374 - 0345
279676	6 Bavarian PL, Heidelberg ON N0B 1Y0	22236 - 0149
275331	111 Hume Dr, Cambridge ON N1T 1N3	22659 - 0081
277560	14 Stock Crt, Cambridge ON N3C 3R5	22638 - 0312
287326	422 Pinnacle Dr, Kitchener ON N2P 2P8	22735 - 0019
298273	115 Elm St, Kingsville ON N9Y1W8	75183 - 0107
276573	1427 Stewart Line 12, Cavan ON L0A 1C0	28003 - 0060

This is Exhibit "UU" 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

ASSIGNMENT OF MATERIAL PROJECT AGREEMENTS

BETWEEN:

GSC Solar Leasing II LP (together with its successors and permitted assigns, the "**Assignor**"), by its general partner, GSC Solar Leasing II GP Inc.

-and-

Deutsche Bank Trust Company Americas, by, on behalf of and as collateral agent for the Secured Creditors (together with its successors and permitted assigns, the "**Collateral Agent**")

DATE: August 31, 2018

RECITALS:

A. Pursuant to an amended and restated credit agreement dated May 31, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrower, the lenders named on the signature pages thereto (together with such additional persons who may become lenders from time to time pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, as collateral agent, the Lenders have agreed to finance, as applicable, the development, construction, acquisition, ownership, operation and maintenance of solar projects located in the Province of Ontario, Canada upon the terms and conditions contained therein.

B. The Collateral Agent is to act as collateral agent under the Credit Agreement to, *inter alia*, hold for the rateable benefit of itself and the other Secured Creditors any and all security for the payment and performance of the Assignor's obligations under the Credit Agreement and the other Financing Documents to which it is a party.

C. The Assignor is, or will become, a party to certain Material Project Agreements.

D. Pursuant to the Credit Agreement, the Assignor has agreed to assign to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of its right, title and interest in and to the Material Project Agreements as security for the payment and performance of the Assignor's obligations to the Secured Creditors under the Credit Agreement and the other Financing Documents to which it is a party (collectively, the "**Obligations**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

Each word and expression (capitalized or not) defined or given an extended meaning in the Credit Agreement, and not otherwise defined herein, is used in this Agreement with the respective defined or extended meaning assigned in the Credit Agreement.

1.2 References to Agreements and Documents

Each reference in this Agreement to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document (including any attached schedules, appendices and exhibits) as from time to time amended, varied, supplemented, restated or otherwise modified.

1.3 Headings, Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**', "**hereunder**", and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless otherwise indicated or unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, words and expressions (including words and expressions (capitalized or not) defined or given extended meanings) in the singular include the plural and vice versa and words importing gender shall include all genders (the necessary changes being made to fit the context). The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

1.5 References to Material Project Agreements in this Agreement

References to "**Material Project Agreements**" herein shall be deemed to refer only to those Material Project Agreements to which the Assignor is party from time to time.

ARTICLE 2

SECURITY

2.1 Grant of Security

The Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and grants a security interest (the "**Security Interest**") in, to and in favour of the Collateral Agent, in trust for the rateable benefit of itself and the other Secured Creditors, as general and continuing collateral security for the payment and performance of the Obligations, all right, title, estate, interest and benefit of the Assignor in, to and under the Material Project Agreements and all rights, benefits, powers and advantages

of the Assignor to be derived therefrom and all covenants, obligations and agreements thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor but without assumption of any liabilities thereunder until the specific assumption thereof by the Collateral Agent as contemplated by Section 2.4 or otherwise pursuant to Section 3.1 hereof.

2.2 Attachment

The Assignor acknowledges that (i) value has been given to it by the Secured Creditors, (ii) it has (or will have) rights in the Material Project Agreements, and (iii) neither it nor the Collateral Agent has agreed to postpone the time of attachment of the Security Interest.

2.3 Dealing with Material Project Agreements

This Agreement and the covenants and conditions contained herein shall take effect forthwith provided that so long as no Event of Default has occurred and is continuing and notice from the Collateral Agent to the Assignor that the security herein is being enforced and subject to the express provisions hereof and the provisions of the Credit Agreement, the Assignor may deal with the Material Project Agreements and each of the respective parties thereto in the ordinary course of business.

2.4 No Liability Until Assumption by Collateral Agent

Nothing herein contained shall render the Collateral Agent or the Secured Creditors, or their respective agents, employees or any other person for whom the Collateral Agent or the Secured Creditors are in law responsible, or any of them, liable to any person for the fulfillment or non-fulfillment of the obligations, covenants and agreements, including but not limited to the payment of any monies thereunder or in respect thereof, of the Assignor under any Material Project Agreement, arising prior to the date on which the Collateral Agent has provided to the Assignor notice that the security herein is being enforced, in whole or in part, and that the Collateral Agent (or a Receiver, as defined below) has assumed the obligations, control and administration of the said Material Project Agreement on a go-forward basis. The Assignor hereby indemnifies and agrees to save and hold harmless the Collateral Agent and the other Secured Creditors from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever (unless caused by the gross negligence or wilful misconduct of the Collateral Agent or the other Secured Creditors) of any person arising directly or indirectly from or out of any such Material Project Agreements which exist, or arise for and in respect of the period prior to the effective assumption by the Collateral Agent (or another authorized party on the Secured Creditors' behalf) of each such Material Project Agreement, and the Assignor shall ensure each such Material Project Agreement, or a separate instrument executed by the other party to each such document, provides that the sole remedy of the other contracting party to each such Material Project Agreement shall be against the Assignor, and not the Collateral Agent or any of the other Secured Creditors, in respect of any liability incurred or arising during the period up to the effective date of assumption thereof by the Collateral Agent as aforesaid.

2.5 Notice and Registration

The Collateral Agent shall have the right at any time to serve this Agreement or notice thereof on any one or more of the other parties to the Material Project Agreements.

2.6 No Assignment if Constituting Breach

Notwithstanding any other provision of this Agreement, this Agreement shall not constitute an agreement to assign, transfer or set over any part or the whole of any Material Project

Agreement if an attempted assignment thereof as contemplated hereunder without the consent of another party thereto would constitute a breach thereof, permit any person to terminate such Material Project Agreement, or in any material way affect the rights of the Assignor thereunder (unless such consent is obtained) or if such Material Project Agreement is expressly prohibited from assignment by its terms. If such consent is not obtained, or if an attempted assignment would materially affect the Assignor's rights thereunder with the result that the Collateral Agent would not obtain all such rights or if such Material Project Agreement is expressly prohibited from assignment by its terms, the Assignor shall hold all of its rights under any such Material Project Agreement in trust for the Collateral Agent and shall co-operate in any and all arrangements designed to provide to the Collateral Agent the benefits under such Material Project Agreement, including the enforcement of all rights of the Assignor thereunder against the other party or parties thereto.

2.7 Power of Attorney

(a) The Assignor irrevocably constitutes and appoints the Collateral Agent (and any of its officers) as attorney of the Assignor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Assignor, after an Event of Default that is continuing, whenever the Collateral Agent may consider it to be necessary or expedient, all such further acts, documents, matters and things which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the enforcement of the rights of the Collateral Agent hereunder. This power of attorney shall be deemed to be coupled with an interest.

(b) The Collateral Agent, as attorney of the Assignor and in its name, may, at any time and from time to time after the occurrence of any Event of Default that is continuing, exercise any of the rights, powers, authority, benefits, advantages and discretion which under the terms of the Material Project Agreements could be exercised by the Assignor with respect thereto.

(c) Following the occurrence and during the continuance of an Event of Default, if the Assignor fails to perform any obligation under any Material Project Agreement, the Collateral Agent may itself perform, or cause performance of, such obligation in the name of the Assignor, and the expenses of the Collateral Agent incurred in connection therewith shall bear interest at the highest interest rate per annum charged on the Obligations or any part thereof, shall become part of the Obligations, shall be secured under this Agreement and shall be payable by the Assignor forthwith upon demand.

ARTICLE 3

REMEDIES

3.1 Remedies

(a) Upon the occurrence of an Event of Default that is continuing and provided the Collateral Agent has given the Assignor written notice that the security herein is being enforced (it being understood that failure to give such notice shall not affect the rights and remedies of the Collateral Agent herein), in whole or in part, the Collateral Agent will have the rights and remedies set out below, all of which rights and remedies may be exercised from time to time separately or in combination and shall be in addition to, and not in

substitution for, any other rights and remedies of the Collateral Agent and the other Secured Creditors however created:

(i) appoint in writing a receiver or receiver and manager or agent (each herein referred to as a "**Receiver**") of the Material Project Agreements (which term when used in this Section 3.1 shall include all or any part of the Material Project Agreements) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Material Project Agreements; and the term "**Collateral Agent**" when used in this Article 3 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Collateral Agent in appointing or refraining from appointing any Receiver, shall not incur any liability to the Receiver, the Assignor or otherwise and shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) realize, sell, transfer (in whole or in part, on a temporary or absolute basis) or otherwise deal with the relevant Material Project Agreements in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Assignor (except as otherwise required by Applicable Law);

(iii) collect, realize and apply any proceeds realized under the relevant Material Project Agreement in discharge of the Obligations as directed in writing by the Administrative Agent to the Collateral Agent and if there is any surplus remaining, the Collateral Agent may (at the written direction of the Administrative Agent) pay it to any person having a claim thereto in priority to the Assignor of whom the Collateral Agent has knowledge and any balance remaining must be paid to the Assignor, and if the realization of such proceeds fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Assignor will be liable to pay any deficiency to the Collateral Agent forthwith on demand;

(iv) give any and all notices required to be given by the Assignor under the relevant Material Project Agreements;

(v) independently manage, administer (or appoint a third party to do so) and otherwise enforce and exercise any and all rights of the Assignor under the relevant Material Project Agreements and otherwise assume any such Material Project Agreements upon notice as contemplated in Sections 2.4 and 3.1; and

(vi) in the name of the Assignor, do or cause to be done any and all acts and things under the relevant Material Project Agreements, receive and enforce performance under the relevant Material Project Agreements and adjust and settle all matters relating to such performance.

(b) The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred for services rendered (including legal advice and services) in connection with the foregoing and such sums shall be added to the Obligations hereby secured.

(c) The Collateral Agent and the other Secured Creditors shall not be obliged, either prior to or following the assumption of any Material Project Agreements, to exercise any rights under any Material Project Agreement and in particular shall not be liable or responsible for any failure to collect, realize, sell or obtain payment of any monies owing under any Material Project Agreement and shall not be bound to institute proceedings for the purposes of collecting, realizing or obtaining payment of any monies owing under any Material Project Agreement, in each case, for the purposes of preserving any rights of the Collateral Agent, the Assignor or any other person in respect of any Material Project Agreement. The exercise of any rights and remedies by the Collateral Agent shall be without prejudice to the rights of the Collateral Agent and the other Secured Creditors in respect of the Obligations, including the right to claim for any deficiency.

(d) The Collateral Agent may grant extensions of time or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Assignor, debtors of the Assignor, sureties and others and other security as the Collateral Agent may see fit without prejudice to any claims of the Collateral Agent or the Secured Creditors, or any of them, against the Assignor or to the rights in respect of the security hereby constituted.

3.2 Concerning the Receiver

The identity of the Receiver, its replacement and its remuneration shall be within the sole and unfettered discretion of the Collateral Agent. Any Receiver appointed by the Collateral Agent shall act as agent for the Collateral Agent for the purposes of dealing with the Material Project Agreements, but otherwise and for all other purposes (except as provided below), as agent for the Assignor.

3.3 Dealings with Third Parties

No person dealing with the Collateral Agent or any of the other Secured Creditors shall be required to determine (i) whether the security herein has become enforceable, (ii) whether the powers which such person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Collateral Agent or the other Secured Creditors by the Assignor, or (iv) how any money paid to the Collateral Agent or the other Secured Creditors has been applied.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Assignor

The Assignor represents and warrants to the Collateral Agent and the other Secured Creditors that all of the representations and warranties given by the Assignor in the Credit Agreement are true and accurate.

ARTICLE 5
GENERAL

5.1 Further Assurances

The Assignor agrees to take such actions and execute and deliver such documents as may be reasonably requested by the Collateral Agent from time to time in order to give effect to the terms, conditions, provisions, purpose and intent of this Agreement.

5.2 No Merger

This Agreement shall not operate by way of a merger of the Obligations or of any guarantee, agreement or other document by which the Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of the Assignor to pay and perform the Obligations nor shall the acceptance of any payment or alternate security constitute or create any novation. No covenant, obligation, representation or warranty of the Assignor herein shall merge in any judgment.

5.3 No Waiver

No delay or failure by the Collateral Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

5.4 Change

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the parties hereto unless that agreement is in writing and signed by all of the parties hereto. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by the parties sought to be bound thereby.

5.5 Notice

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

5.6 Time of the Essence

Time is and shall remain of the essence of this Agreement and each of its provisions.

5.7 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

5.8 Successors and Assigns

This Agreement and the rights and obligations of the Collateral Agent hereunder may be assigned and transferred by the Collateral Agent to any successor or replacement Collateral Agent appointed by the Secured Creditors or the Collateral Agent, as applicable, pursuant to the Credit Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Collateral Agent hereunder. The Assignor may not assign this Agreement or any right or obligation hereunder without the prior written consent of the Collateral Agent. This Agreement shall enure to the benefit of each of the Secured Creditors and any Receiver and their respective successors and assigns and shall be binding upon the Assignor, its legal representatives (including receivers) and its successors and permitted assigns. Each reference in this Agreement to any person (including the Assignor and any Secured Creditor) shall (to the extent the context so admits) be construed so as to include the successors of that person and, in the case of each of the Assignor and each Secured Creditor, the assigns of that person only as permitted by the Credit Agreement.

5.9 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment of a court of competent jurisdiction, to the fullest extent permitted by Applicable Law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction. The Assignor shall, at the request of the Collateral Agent, negotiate in good faith with the Collateral Agent to replace any invalid or unenforceable provision contained in this Agreement with a valid and enforceable provision that has the commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by Applicable Law.

5.10 Additional Continuing Security

This Agreement and the security herein are in addition to and not in substitution for any other security now or hereafter held by the Collateral Agent and the other Secured Creditors in respect of the Obligations. This Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Collateral Agent.

5.11 Discharge

(a) The security granted hereby and the obligations of the Assignor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations and, the Collateral Agent shall, upon the written request of the Assignor and at the expense of the Assignor, cancel and discharge the Security Interest and execute and deliver to the Assignor such documents as shall be requisite to discharge the Security Interest.

(b) In the event of disposition of Assets by the Assignor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall cancel and discharge the Security Interest as it relates to any property so disposed and execute and deliver to the Assignor such documents necessary to discharge the Security Interest as it relates to any property so disposed.

5.12 Credit Agreement

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern and apply to the extent of the conflict or inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Secured Creditors under this Agreement after the security has become enforceable. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Collateral Agent and the Assignor with respect to the subject matter hereof except as expressly set forth herein or in the other Financing Documents.

5.13 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

5.14 Receipt of Copy

The Assignor acknowledges receipt of an executed copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under any personal property security statutes of any jurisdiction selected by the Collateral Agent in respect of this Agreement. To the extent permitted by Applicable Laws, the Assignor irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under any personal property security statutes by the Collateral Agent or any other Secured Creditor in respect of this Agreement and releases any and all claims or causes of action it may have against the Collateral Agent and the Secured Creditors for failure to provide any such copy.

5.15 Language

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been drawn and will be drawn in English. *Les signataires à la présente confirment leur volonté que cette convention, de même que les documents s'y rattachant, soient rédigés en anglais seulement.*

5.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by one party to this Agreement to the other by facsimile transmission or e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING GP II INC.**

By: _____

Name : Carlos Augusto Melendez Rodriguez
Title : Secretary

By: _____

Name : Ryan Ward
Title : Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: _____
Name James Briggs
Title Vice President

By: _____
Name Randy Kahn
Title Vice President

This is Exhibit "VV" 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

ASSIGNMENT OF INSURANCE AGREEMENT

BETWEEN:

GSC Solar Leasing II LP (together with its successors and permitted assigns, the "**Assignor**"), by its general partner, GSC Solar Leasing GP II Inc.

- and -

Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

DATE: August 31, 2018

RECITALS:

A. Pursuant to an amended and restated credit agreement dated May 31, 2018 (as amended, supplemented, restated or replaced from time to time, the "**Credit Agreement**") among, *inter alios,* GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become lenders from time to time pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to finance, as applicable, the development, construction, acquisition, ownership, operation and maintenance of solar projects located in the Province of Ontario, Canada upon the terms and conditions contained therein.

B. The Collateral Agent is to act as collateral agent under the Credit Agreement to, *inter alia,* hold in trust for the rateable benefit of itself and the other Secured Creditors any and all security for the payment and performance of the Assignor's obligations under the Credit Agreement and the other Financing Documents to which it is a party.

C. Pursuant to the Credit Agreement, the Assignor has agreed to execute and deliver this assignment of insurance to and in favour of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors as security for the payment and performance of the Assignor's Obligations to the Secured Creditors under and as defined in the Credit Agreement and the other Financing Documents to which it is a party.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Each word and expression (capitalized or not) defined or given an extended meaning in the Credit Agreement, and not otherwise defined herein, is used in this Agreement with the respective defined or extended meaning assigned in the Credit Agreement.

1.2 References to Agreements and Documents

Each reference in this Agreement to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document (including any attached schedules, appendices and exhibits) as from time to time amended, varied, supplemented, restated or otherwise modified.

1.3 Headings, Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**", "**hereunder**", and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless otherwise indicated or unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, words and expressions (including words and expressions (capitalized or not) defined or given extended meanings) in the singular include the plural and vice versa and words importing gender shall include all genders (the necessary changes being made to fit the context). The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

ARTICLE 2
ASSIGNMENT OF INSURANCE

2.1 Security

The Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and grants a security interest in, to and in favour of the Collateral Agent, in trust for the rateable benefit of itself and the other Secured Creditors, as and by way of a collateral assignment and security interest in all of its right, title, estate, benefit and interest (as its interests may appear) in, to, under and in respect of:

(a) all insurance required to be maintained pursuant to the Credit Agreement, including the insurance policies listed in Schedule A, as such polices may be renewed, amended, restated, replaced or otherwise modified from time to time (collectively, the "**Insurance**");

(b) all right, title and interest in and its benefit, power and advantage to be derived from the Insurance and all of its covenants, obligations, agreements and undertakings and right to enforce its rights thereunder in its name;

(c) all revenues, proceeds and other monies now due and payable or hereafter to become due and payable to it in respect of the Insurance (including all premiums paid in advance and any interest thereon) or to be derived therefrom, if any, with the Assignor's full power and authority to demand, sue for, recover, receive and give receipts for all such revenues and other monies; and

(d) all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to the Insurance,

and in, to and under all amendments, modifications, extensions, renewals and replacements of any of the foregoing and all of its rights, remedies, powers, privileges and claims thereunder (whether arising pursuant thereto or available to it at law or in equity) (collectively, the "**Collateral**"), to hold and receive the same unto the Collateral Agent with full power and authority to demand, collect, sue for, recover, receive and give receipts for payments and to enforce payment of the same, all in accordance with and subject to the terms of the Credit Agreement.

2.2 Security Interests

The security interests granted hereby (the "**Security Interest**") secure the payment and performance of the Obligations.

2.3 Attachment

The Assignor acknowledges that (i) value has been given to it by the Secured Creditors, (ii) it has rights in the Collateral, and (iii) neither it nor the Collateral Agent has agreed to postpone the time of attachment of the Security Interest.

2.4 Enforcement and Remedies

The Collateral Agent agrees that it will not enforce its rights in respect of the Collateral as collateral security until the occurrence of, and other than during the continuance of, an Event of Default.

2.5 Appointment of Attorney

The Assignor irrevocably constitutes and appoints the Collateral Agent (and any of its officers) as its attorney (with full power of substitution) following the occurrence and during the continuance of an Event of Default to do, make and execute, in its name and on its behalf all such further acts, documents, matters and things which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this assignment of insurance. Following the occurrence and during the continuance of an Event of Default, the Collateral Agent or its nominees and transferees are empowered to exercise all rights and powers and to perform all acts of ownership with respect to the Insurance (and policies thereof) to the same extent as the Assignor might do. All acts of any such attorney are hereby ratified and approved, and the attorney shall not be liable for any act, failure to act or any other matter or thing in connection therewith, except for its own gross negligence or wilful misconduct. This power of attorney shall be deemed to be coupled with an interest.

ARTICLE 3
GENERAL

3.1 No Merger

This Agreement shall not operate by way of a merger of the Obligations or of any guarantee, agreement or other document by which the Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of the Assignor to pay and perform the Obligations nor shall the

acceptance of any payment or alternate security constitute or create any novation. No covenant, obligation, representation or warranty of the Assignor herein shall merge in any judgment.

3.2 Receipt of Copy

The Assignor acknowledges receipt of an executed copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under any personal property security statutes of any jurisdiction in respect of this Agreement. To the extent permitted by Applicable Laws, the Assignor irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under any personal property security statutes by the Collateral Agent or any other Secured Creditor in respect of this Agreement and releases any and all claims or causes of action it may have against the Collateral Agent and the other Secured Creditors for failure to provide any such copy.

3.3 No Waiver

No delay or failure by the Collateral Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

3.4 Change

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the parties hereto unless that agreement is in writing and signed by all of the parties hereto. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by the parties sought to be bound thereby.

3.5 Notices

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

3.6 Time of the Essence

Time is and shall remain of the essence of this Agreement and each of its provisions.

3.7 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

3.8 Entire Agreement

There are no representations, warranties, covenants, agreements or acknowledgments whether direct or collateral, express or implied, that form part of or affect this Agreement, other than as expressed herein or in any other Financing Document. The execution of this Agreement has not been induced by, nor does the Assignor rely upon or regard as material, any representations, warranties,

conditions, other agreements or acknowledgments not expressly made in this Agreement and the other written agreements and other documents to be delivered pursuant hereto or contemporaneously herewith.

3.9 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment of a court of competent jurisdiction, to the fullest extent permitted by Applicable Law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction.

3.10 Discharge

(a) The security granted hereby and the obligations of the Assignor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations and, the Collateral Agent shall, upon the written request of the Assignor and at the expense of the Assignor, cancel and discharge the Security Interest and execute and deliver to the Assignor such documents as shall be requisite to discharge the Security Interest.

(b) In the event of disposition of Assets by the Assignor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall cancel and discharge the Security Interest as it relates to any property so disposed and execute and deliver to the Assignor such documents necessary to discharge the Security Interest as it relates to any property so disposed.

3.11 Successors and Assigns

This Agreement and the rights and obligations of the Collateral Agent hereunder may be assigned and transferred by the Collateral Agent to any successor or replacement agent appointed by the Collateral Agent or the other Secured Creditors, as applicable, in accordance with the Credit Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Collateral Agent hereunder. The Assignor may not assign this Agreement or any right or obligation hereunder without the prior written consent of the Collateral Agent. This Agreement shall enure to the benefit of each of the Secured Creditors and their respective successors and assigns and shall be binding upon the Assignor and its legal representatives (including receivers) and its successors and permitted assigns. Each reference in this Agreement to any person (including the Assignor and any Secured Creditor) shall (to the extent the context so admits) be construed so as to include the successors of that person and in the case of each of the Assignor and each Secured Creditor, the assigns of that person only as permitted by the Credit Agreement.

3.12 Further Assurances

The Assignor agrees to take such actions and execute and deliver such documents as may be reasonably requested by the Collateral Agent from time to time in order to give effect to the terms, conditions, provisions, purpose and intent of this Agreement.

3.13 Credit Agreement to Govern

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and if there is any conflict or inconsistency

between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern and apply to the extent of the conflict or inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Secured Creditors under this Agreement after the security has become enforceable.

3.14 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

3.15 Language

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been drawn and will be drawn in English. *Les signataires à la présente confirment leur volonté que cette convention, de même que les documents s'y rattachant, soient rédigés en anglais seulement.*

3.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by one party to this Agreement to the other by facsimile transmission or e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC.**

By: _____
Name: Carlos Augusto Melendez Rodriguez
Title: Secretary

By: _____
Name: Ryan Ward
Title: Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

Name: James Briggs
Title: Vice President

Name: Randy Kahn
Title: Vice President

SCHEDULE A
INSURANCE POLICIES

Residential insurance policy issued by Royal & Sun Alliance Insurance Company bearing Policy No. SO174621701.

This is Exhibit "WW" 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

BLOCKED ACCOUNT AGREEMENT
(with a trigger)

THIS AGREEMENT is made as of August 31st, 2018

BETWEEN: **BANK OF MONTREAL**, in its capacity as the provider of banking services
(hereinafter called the "**Bank**")

AND: **GSC Solar Leasing II LP**
(hereinafter called the "**Debtor**")

AND: **DEUTSCHE BANK TRUST COMPANY AMERICAS**, in its capacity as agent for the Lenders (defined below) under the Loan Agreement (defined below)
(hereinafter called the "**Agent**")

WHEREAS GSC Solar Fund I LP and GSC Solar Fund II LP (collectively, the "**Borrowers**") the Borrower have entered into an amended and restated credit agreement dated as of May 31, 2018 (as may be amended, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**") between, among others, the Agent and the lenders party thereto from time to time (the "**Lenders**") pursuant to which the Lenders may from time to time make loans and advances and provide other financial accommodations to the Borrowers secured by, among other things, all right, title and interest of the Debtor in and to all present and future accounts, contract rights, general intangibles, documents, instruments, chattel paper, deposit and other bank accounts and proceeds of the foregoing (collectively, the "**Collateral**");

AND WHEREAS the Debtor has established Canadian Dollar Account No. 29491983804 (the "**CDN$ Collection Account**") and U.S. Dollar Account No. NA (the "**US$ Collection Account**"; and together with the CDN$ Collection Account, collectively, the "**Collection Accounts**") with the Bank;

AND WHEREAS the Agent has a Canadian Dollar Account No. NA (the "**CDN$ Loan Account**") and a U.S. Dollar Account No. NA (the "**US$ Loan Account**"; and together with the CDN$ Loan Account, collectively, the "**Loan Accounts**") for the Debtor;

NOW THEREFORE in order for the Debtor to comply with the requirements of the Lenders under its financing arrangements with the Lenders, and in consideration of the reciprocal obligations herein provided and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, each of the Bank, the Debtor and the Agent (on behalf of the Lenders) agree as follows:

1. **Establishment of Accounts.** The Bank will maintain the Collection Accounts as long as the Debtor is in compliance with the terms of the Bank's account documentation with respect thereto. The Bank will maintain the Loan Accounts as long as the Agent

is in compliance with the terms of the Bank's account documentation with respect thereto.

2. **Deposits to Collection Accounts.** In connection with the Debtor's financing arrangements with the Lenders, the Debtor has agreed (i) in the case of proceeds that are denominated in the lawful currency of the United States of America, to deposit or cause to be deposited, all such proceeds of the Collateral to the US$ Collection Account**[s]**; and (ii) in the case of proceeds that are denominated in the lawful currency of Canada, to deposit or cause to be deposited, all such proceeds of the Collateral to the CDN$ Collection Account**[s]**.

3. **Security Interest of the Agent.** The Debtor has granted to the Agent (for the benefit of the Lenders) a security interest in and lien upon, and pledged to the Agent, the Collateral, which includes cheques, drafts and other instruments received for deposit in the Collection Accounts and all amounts at any time in or attributable to the Collection Accounts, as security for all existing and hereafter arising obligations, liabilities and indebtedness of the Debtor to the Lenders. The Agent acknowledges and agrees that it shall take whatever action it considers appropriate and necessary to protect and enforce its rights respecting the Collection Accounts, including completion and registration of any documents or financing statements in order to perfect any security interests in the Collection Account. The Bank makes no representations and assumes no liability respecting the validity or the enforceability of any security interest the Agent or any other party may have relating to the Collection Accounts or the existence of any other liens or other interests respecting the Collection Accounts. The Bank assumes no responsibility or liability for maintaining the perfection, registration or validity of the security interest of the Agent in the Collection Account.

4. **Authority.** Until receipt by the Bank of written notice from the Agent (such notice being in the form of Schedule "A" hereto and hereinafter referred to as a "**Trigger Notice**") and provided the Debtor is in compliance with the terms of the Bank's account documentation, the Bank will comply only with the transfer, withdrawal and disbursement instructions of the Debtor.

   Upon receipt by the Bank of a Trigger Notice, the Debtor waives authority to withdraw any amounts from, to draw upon or otherwise exercise any authority or powers with respect to the Collection Accounts and all amounts held therein and the Collection Accounts shall be under the sole dominion and control of the Agent (on behalf of the Lenders). Further, the Debtor waives authority to modify or terminate this Agreement without the Agent's written consent.

   Notwithstanding the immediate effect of the Trigger Notice, the Agent and the Debtor acknowledge that the Bank may require up to two (2) business days (i.e. a day other than Saturday or Sunday when the Bank is open for business in Toronto) to implement the necessary changes required by the Trigger Notice and will not be liable for (i) any instructions from the Debtor that have been processed prior to receipt of a Trigger Notice or (ii) irrevocable electronic funds transfers or wire transfers that are subject to cut-off times and have been processed prior to receipt of the Trigger Notice.

5. **No Duty to Inquire.** Subject to Section 11 and upon receipt by the Bank of a Trigger Notice, the Bank will not have any duty to inquire whether or not the Agent is entitled to give, and has no duty to question, instructions, certificates or notices pursuant to any of the provisions of this Agreement or any other agreement. Any instructions,

certificates or notices given by the Agent following receipt by the Bank of a Trigger Notice will be conclusive authority for the Bank to act in accordance with the instructions, certificates or notices whether or not the Agent is acting in good faith. The Bank is not obliged or required to monitor any requirements or obligations of the Agent or the Debtor pursuant to this Agreement or any other agreement.

6. **Account Transfers.** Upon receipt by the Bank of a Trigger Notice, (i) all amounts in the CDN$ Collection Account**[s]** shall automatically and without further direction on a daily basis be remitted, at the Debtor's cost and expense, by transfer solely to the CDN$ Loan Account**[s]**; and (ii) all amounts in the US$ Collection Account**[s]** shall automatically and without further direction on a daily basis be remitted, at the Debtor's cost and expense, by transfer solely to the US$ Loan Account**[s]**.

7. **Reporting.** At such time or times as the Agent may request, the Bank will promptly report to the Agent the amounts deposited in the Collection Accounts and will furnish to the Agent any copies of bank statements, deposit tickets, deposited items, debit and credit advices and other records maintained by the Bank under the terms of its arrangements with the Debtor (as in effect on the date hereof). The Debtor hereby expressly consents to the release of this information by the Bank to the Agent (on behalf of the Lenders). The Agent will reimburse the Bank for its reasonable expenses in providing such items to the Agent.

8. **Charges and Limited Right of Set-Off.** The Debtor and the Agent (on behalf of the Lenders) shall be and at all times remain jointly and severally liable to the Bank for any and all fees and service charges relating to the Collection Accounts and chargebacks for any cheques, drafts and other payment items dishonoured or otherwise returned to the Bank with respect to the Collection Accounts (all such fees, service charges and chargebacks being hereinafter referred to, collectively, as "**Charges**").

   The Debtor and the Agent hereby acknowledge and agree that the Bank shall be entitled to recover any and all Charges from the Collection Accounts and the Bank is hereby authorized to debit the Collection Accounts or any account of the Debtor held at any branch of the Bank at any time to recover any and all Charges.

   The Bank may exercise its rights of set-off, consolidation and banker's lien to the extent required to satisfy any Charges, provided, that the Bank shall not exercise any such rights with respect to other liabilities owed to it by the Debtor.

   If there are insufficient funds on deposit in the Collection Accounts or in any account of the Debtor to cover any outstanding Charges, the Debtor shall promptly pay to the Bank the amount of such Charges upon demand by the Bank.

   If the Debtor fails to pay such amount within ten (10) days of demand by the Bank, the Agent (on behalf of the Lenders) shall promptly pay to the Bank the amount of all such outstanding Charges upon written notification from the Bank.

9. **Compliance with Court Order.** Notwithstanding any other provision contained herein, the Bank shall have the right to freeze or automatically debit the Collection Accounts in accordance with any court order or notice of garnishment received by it, or any other legal requirement with which the Bank reasonably determines it is required to comply.

10. **Indemnity.** The Debtor and the Agent (on behalf of the Lenders) shall jointly and severally indemnify and hold harmless the Bank, and its employees, officers and directors from and against any and all loss, liability, cost, claim and expense incurred (including, without limitation, reasonable legal fees and expenses) by the Bank (collectively, the "**Indemnity Amounts**"), and its employees, officers and directors with respect to the performance of this Agreement, including, without limitation, claims that the Bank was not properly authorized to transfer credit balances from the Collection Accounts to the Loan Accounts. The indemnity obligation of the Agent provided for in this Section 10 shall not apply to any Indemnity Amounts relating to the performance or compliance with this Agreement by any of the Bank, and its employees, officers and directors at any time prior to the receipt by the Bank of a Trigger Notice. In addition, before making demand upon the Agent in respect of the indemnity obligation provided for under this Section 10, the Bank shall first make demand upon the Debtor for payment of the Indemnity Amounts. The Bank and the Agent agree that, to the extent that any Indemnity Amounts have not been received by the Bank from the Debtor within five (5) business days following demand therefor, the Agent shall pay all unpaid Indemnity Amounts to the Bank within five (5) business days following demand being made upon the Agent therefor.

11. **Scope of Duty.** The Bank undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Collection Accounts with the degree of skill and care that the Bank accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement, the parties agree that the Bank shall not be liable for any action taken by it or any of its directors, officers or employees in accordance with this Agreement except for its or their own gross negligence or wilful misconduct. In no event shall the Bank be liable for losses or delays resulting from force majeure, computer malfunctions, interruption of communication facilities or other causes beyond the Bank's control or for indirect or consequential damages.

12. **Termination.** The Debtor shall have no right to terminate this Agreement or the account agreements relating to the Collection Accounts without the written consent of the Agent. At any time prior to receipt by the Bank of a Trigger Notice, the Bank may terminate this Agreement and/or the account agreements relating to the Collection Accounts upon ten (10) days prior notice to the Agent and the Debtor thereof.

At any time following the receipt by the Bank of a Trigger Notice, the Bank may terminate this Agreement and/or the account agreements relating to the Collection Accounts upon ten (10) days prior notice to the Agent thereof.

The Agent (on behalf of the Lenders) may terminate this Agreement at any time upon ten (10) days prior notice to the Bank thereof. If this Agreement is terminated at any time after receipt by the Bank of a Trigger Notice, the Bank shall remit the entire balance of the Collection Accounts as provided in Section 6 hereof save and except for the amount of any Charges owing to the Bank and subject to the rights of the Bank set out in Section 8 hereof.

If this Agreement is terminated at any time prior to receipt by the Bank of a Trigger Notice, the Bank shall remit the entire balance of the Collection Accounts to the Debtor, save and except for the amount of any Charges owing to the Bank and subject to the rights of the Bank set out in Section 8 hereof.

13. **Amendments.** No change or modification of this Agreement is binding upon the parties unless it is in writing and signed by all parties.

14. **Successors and Assigns.** This Agreement shall be binding upon each of the parties and their respective successors and permitted assigns and ensure to the benefit of the Bank and the Agent and their respective successors and assigns.

15. **Notices.** Any notices or instructions permitted or required pursuant to this Agreement shall be in writing and shall be delivered to the party for which it is intended by registered mail (postage prepaid), prepaid courier or facsimile to the address of such party indicated below, or at such other address as any party hereto may stipulate by notice to the other parties from time to time.

Any notice sent by registered mail shall be deemed to be received by the party for which it is intended five (5) business days after mailing. Any notice delivered by prepaid courier shall be deemed to be received by the party for which it is intended on the date of actual delivery thereof if such delivery occurs prior to 5:00 p.m. on such business day and, otherwise, on the next following business day. Any notice sent by facsimile shall be deemed to be received by the party for which it is intended on the next business day following transmission. The addresses for notice of the parties are as follows:

the Agent:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
MS: NYC60 - 1630
New York, NY 10005

Attention: Project Finance Agency Services – GSC Solar Fund II LP
Fax No.: 732-578-4636

the Bank:

Bank of Montreal first contact
Michelle Wu
2851 John Street, Unit 300
Markham, Ontario
L3R 5R7
Fax No.: 905-475-3770

Bank of Montreal second contact
Susanna Yeung
2851 John Street, Unit 300
Markham, Ontario
L3R 5R7

Fax No.: 905-475-3770

the Debtor:

GSC Solar Leasing II LP
c/o Grasshopper Solar Corporation
5935 Airport road, Suite 210
L4V 1W5

Attention: Ryan Ward
Email: Ryan.Ward@grasshoppersolar.com
Telephone: 866-310-1575, x301

16. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remainder of this Agreement shall continue in full force and effect.

17. **Further Assurances.** The parties agree that each of them shall, upon reasonable request of the other, do, execute, acknowledge and deliver such acts, deeds and agreements as may be necessary or desirable to give effect to the terms of this Agreement.

18. **Conflicts.** In the event of any inconsistency between this Agreement and the terms of any other agreement between either the Debtor and the Bank or the Debtor and the Agent, the terms of this Agreement shall prevail.

19. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one and the same original agreement.

20. **Governing Law.** This Agreement shall be governed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

21. **Language.** It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. *Les parties conviennent que la présente convention et tous les documents s'y rattachant soient rédigés et signés en anglais.*

- Signature Page Follows -

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC. as Debtor**

Per: _____
Name:
Title:

_____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Agent

Per: _____
Name:
Title:

_____
Name:
Title:

BANK OF MONTREAL, as Bank

Per: _____
Name: **Michelle Wu**
Title: **Relationship Manager**

_____
Name: **Susanna Yeung**
Title: **Treasury & Payment Specialist**

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC. as Debtor**

Per: _____
Name:
Title:

_____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Agent

Per: _____
Name: James Briggs
Title: Vice President

_____
Name:
Title: Deirdre Lewis
Vice President

BANK OF MONTREAL, as Bank

Per: _____
Name:
Title:

_____
Name:
Title:

GSC SOLAR LEASING II LP, by its general partner, **GSC SOLAR LEASING II GP INC. as Debtor**

Per: _____
Name: Ryan Ward
Title: Authorized Signing Officer

_____
Name: Carlos Melendez
Title: Authorized Signing Officer

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Agent

Per: _____
Name:
Title:

_____
Name:
Title:

BANK OF MONTREAL, as Bank

Per: _____
Name:
Title:

_____
Name:
Title:

SCHEDULE "A"

TRIGGER NOTICE

[AGENT LETTERHEAD]

_____, 20__

BY _____ [insert mode of delivery]

Bank of Montreal first contact
[insert address]

- and –

Bank of Montreal second contact
[insert address]

Re: Canadian Dollar Account No. _____ and U.S. Dollar Account No. _____ (collectively, the "**Collection Accounts**") maintained by ..... (the **"Debtor"**)

Ladies and Gentlemen:

Reference is made to the Blocked Account Agreement dated ___, 20__ , among Bank of Montreal, in its capacity as the provider of banking services (the **"Bank"**), Deutsche Bank Trust Company Americas, in its capacity as agent for the lenders under the Loan Agreement (the **"Agent"**), and the Debtor (the **"Agreement"**). All capitalized terms used in this letter without definition shall have the respective meanings specified in the Agreement.

This letter shall constitute a Trigger Notice for the purpose, and within the meaning, of Section 4 of the Agreement. Accordingly upon your receipt of this letter and until we provide you with written notice to the contrary, please disregard any transfer, withdrawal, disbursement or other instructions from the Debtor. Additionally, in accordance with Section 6 of the Agreement, upon your receipt of this letter and until we provide you with written notice to the contrary, please forward all amounts which hereafter may be deposited into the Collection Accounts solely at the direction of the Agent.

Thank you for your anticipated cooperation. Should you have any questions about these instructions, please contact the undersigned.

Very truly yours,

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Agent

By: _____
Name:
Title:

[SCHEDULE "B"]

[LIST OF COLLECTION ACCOUNTS]

CDN$ Collection Accounts

Canadian Dollar Account No. 29491983804

(collectively, the "**CDN$ Collection Accounts**")

US$ Collection Accounts

U.S. Dollar Account No. NA

(collectively, the "**US$ Collection Accounts**")

[SCHEDULE "C"]

[LIST OF LOAN ACCOUNTS]

CDN$ Loan Accounts

Canadian Dollar Account No. NA

(collectively, the "**CDN$ Loan Accounts**")

US$ Loan Accounts

U.S. Dollar Account No. NA

(collectively, the "**US$ Loan Accounts**")

This is Exhibit "XX" 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

Enquiry Result

File Currency: **10SEP 2025**

Show All Pages

All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR LEASING II LP						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	743186637	1	1	1	3	29AUG 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
743186637		001	002		20180829 1205 1862 1164	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR LEASING II LP				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR LEASING II GP INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Secured Party	**Secured Party / Lien Claimant**			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address	**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16	NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. NAQVI)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR LEASING II LP							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	743186637	1	1	2	3	29AUG 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
743186637		002	002		20180829 1205 1862 1164		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address		**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR LEASING II LP				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	743186637	1	1	3	3

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8996	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	743186637			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR LEASING II GP INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

1849

LAST PAGE

Note: All pages have been returned.

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ServiceOntario Contact Centre

This is Exhibit "YY" 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

GENERAL SECURITY AGREEMENT

TO: Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

GRANTED BY: GSC Solar Leasing II GP Inc. (together with its successors and permitted assigns, the "**Debtor**")

DATE: August 31, 2018

RECITALS:

A. Pursuant to an amended and restated credit agreement dated May 31, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become from time to time lenders pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to make available to the Debtor certain credit facilities upon the terms and conditions contained therein.

B. The Debtor is required to enter into this Agreement, among others, as security for its Obligations to the Secured Creditors.

C. The security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

The parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

The terms "Accessions", "Account", "Account Debtor", "Chattel Paper", "Document of Title", "Equipment", "financing change statement", "financing statement", "Futures Account", "Futures Contract", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", and "Proceeds" whenever used herein have the meanings given to those terms in the PPSA.

The terms "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the STA.

1.2 Definitions

Wherever used in this Agreement, capitalized terms not otherwise defined have the meanings given to them in the Credit Agreement. The following words and terms have the meanings set out below:

"**Agreement**" means this general security agreement, including all schedules, and all amendments or restatements as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Collateral**" has the meaning specified in Section 2.1.

"**Contracts**" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person which does not constitute Investment Property, whether written or unwritten, to which the Debtor is now or subsequently a party or has a benefit, right, or in which the Debtor now has or subsequently acquires an interest.

"**Control Agreement**" means any present or future agreement or agreements entered into by the Debtor, the Collateral Agent and the applicable issuer, securities intermediary or futures intermediary, whereby the parties intend for the Collateral Agent to obtain control (as provided for in the STA) of Investment Property.

"**Credit Agreement**" has the meaning specified in the recitals.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Pledged Securities means:

(a) in the case of Pledged Securities constituting certificated securities, transfer thereof to the Collateral Agent or its nominee by physical delivery of the security certificates to the Collateral Agent or its nominee, such Pledged Securities to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Collateral Agent;

(b) in the case of Pledged Securities constituting uncertificated securities, (A) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, registration thereof on the books and records of the issuer thereof in the name of the Collateral Agent or its nominee;

(c) in the case of Pledged Securities constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (A) the execution and delivery by the relevant securities intermediary of an effective Blocked Accounts Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, completion of all actions necessary to constitute the Collateral Agent or its nominee the entitlement holder with respect to each such security entitlement; and

in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Pledged Securities in favour of the Collateral Agent or its nominee.

"**Financial Close**" means the date on which the conditions set out in Section 5.1 of the Credit Agreement have been satisfied or waived to the satisfaction of all of the Lenders.

"**Intellectual Property Rights**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, inventions, know-how and other intellectual property rights, whether registered or unregistered.

"**Obligations**" means all of that Debtor'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.

"**Pledged Securities**" means all Equity Securities of or in the capital stock of any entity in which an ownership interest is held by the Debtor as of the date hereof, as more particularly described in Schedule A, and all Equity Securities of or in the capital stock of any entity acquired by the Debtor at any time following the date hereof.

"**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c.P.10.

"**Relevant Property**" has the meaning specified in Section 2.4.

"**Security Interest**" has the meaning specified in Section 2.1.

"**STA**" means the *Securities Transfer Act*, 2006, S.O. 2006, c. 8, as amended.

1.3 Certain Rules of Interpretation

In this Agreement:

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without reference to conflicts of laws principles. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and such courts shall have jurisdiction to deal with all matters relating to the interpretation of, or enforcement of rights under this Agreement, and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of such courts without prejudice to or limitation of any other rights or remedies available under the laws of any other jurisdiction where property or assets of the Debtor may be found.

(b) **Headings.** Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) **Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Severability.** If any covenant, obligation or agreement of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid, illegal or unenforceable in any jurisdiction under any Applicable Law, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances or in other jurisdictions other than those as to which it is held invalid, illegal or unenforceable, and each covenant, obligation and agreement of this Agreement shall be separately valid, legal and enforceable to the fullest extent permitted by Applicable Law.

(g) **Statutory references.** A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

(h) **References to Agreements.** The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted.

(i) **Paramountcy.** If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

1.4 Entire Agreement

This Agreement, the Credit Agreement and the other Financing Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Credit Agreement and the other Financing Documents.

ARTICLE 2
SECURITY INTERESTS

2.1 Security Interest

As general and continuing security for the payment and the performance of its Obligations, the Debtor 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 all right, title and interest in, to and under all of the Debtor's present and after-acquired personal property, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have, be

possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in all property of the following kinds (as applicable):

(i) Contracts: all present and future Contracts (including, without limitation, any present and future Project Agreements) to which the Debtor is a party, and the Debtor's right, title and interest in any authorizations, permits, consents, licences or similar approvals (including all Project Approvals) relating to a Project;

(ii) Project Agreement Security: all construction, completion and performance bonds, sureties, guarantees, letters of credit or other financial instruments and all similar contracts, instruments and agreements in favour of or for the benefit of the Debtor and any other security provided by any contractor or service provider in favour or for the benefit of the Debtor from time to time;

(iii) Collateral Accounts: the Collateral Accounts, and all amounts hereafter deposited to, and all Permitted Investments or other approved investments now or hereafter forming any part of, any of the Collateral Accounts;

(iv) Receivables: 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 to the Debtor;

(v) Inventory: all Inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all Goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor;

(vi) Equipment: all machinery, Equipment, fixtures, furniture, plant, vehicles and other tangible personal property of whatever nature or kind which is not Inventory;

(vii) Chattel Paper: all Chattel Paper;

(viii) Documents of Title: all Documents of Title, whether negotiable or not, including without limiting the generality of the foregoing, all warehouse receipts and bills of lading;

(ix) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other Securities and all Instruments, Investment Property, Financial Assets, Securities Accounts and Security Entitlements;

(x) Intangibles: all Intangibles not otherwise described in this Section 2.1, including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property or intellectual property;

(xi) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(xii) Insurance: all insurance policies in which the Debtor now or hereafter has rights;

(xiii) Books, Records, Etc.: all books, papers, Accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts, securities, Instruments and other rights and benefits in respect thereof;

(xiv) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and

(xv) Proceeds: all Proceeds and renewals of any of the foregoing Collateral 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.

The foregoing is collectively referred to herein as the "**Collateral**".

2.2 Attachment

Each of the Debtor 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 the Debtor and the Collateral Agent of this Agreement, and, as to after-acquired Collateral, as soon as the Debtor acquires rights therein. This Agreement constitutes a "security agreement" as that term is defined in the PPSA.

2.3 Leases

The last day of any term reserved by any real property lease or sub-lease, written or unwritten, or any agreement to lease or sub-lease real property, now held or subsequently acquired by the Debtor is excepted out of the Security Interest. As further security for the payment of the Obligations, the Debtor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Collateral Agent for the purpose of this Agreement. The Debtor shall assign and dispose of the same in such manner as the Collateral Agent may from time to time direct in writing without cost or expense to the Collateral Agent. Upon any sale, assignment, sub-lease or other disposition of such lease, sub-lease or agreement to lease or sub-lease, the Collateral Agent shall, for the purpose of vesting the residue of any such term in any purchaser, sub-lessee or such other acquiror of the real property lease, sub-lease, agreement to lease or sub-lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Debtor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.4 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any Contract or agreement to the extent that such Contract or agreement is not assignable or requires the consent of a third party to its assignment unless such consent has been obtained, due to (a) its provisions (other than a contract or agreement that is the whole of an account or chattel paper for money due or to become due), or (b) Applicable Law. In each such case, following the occurrence of an Event of Default and during the continuance thereof, the Debtor shall, unless the Collateral Agent otherwise agrees in writing, promptly, upon written request by the Collateral Agent, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Collateral Agent to any third party as a result of the exercise by the Collateral Agent of remedies. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Contract or agreement without regard to this section and without the necessity of any further assurance to effect such

assignment. Unless and until the consent to assignment is obtained as provided above, the Debtor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or agreement in question, hold all benefit to be derived from such Contracts or agreements in trust for the Collateral Agent (including, without limitation, the Debtor's beneficial interest in any Contract or agreement which may be held in trust for the Debtor by a third party), as additional security for the payment of the Obligations and shall deliver up all such benefit to the Collateral Agent, promptly upon demand by the Collateral Agent following the occurrence of an Event of Default and during the continuance thereof.

Notwithstanding the generality of the foregoing paragraph, the Security Interest shall not extend to, and the Collateral will not include, any authorizations, permits, consents, licences and similar approvals relating to a Project (the "**Relevant Property**") to the extent that the creation of the Security Interest therein would constitute a breach of the terms thereof or constitute a default or breach of contractual obligations of the Debtor or would be precluded or is not possible under Applicable Law, but the Debtor shall hold its interest in the Relevant Property in trust for the Collateral Agent and shall assign such Relevant Property to the Collateral Agent immediately upon obtaining the consent of any other party thereto or, if applicable, any Governmental Authority.

ARTICLE 3
OBLIGATIONS SECURED

3.1 Obligations

The Collateral constitutes and will constitute continuing security for all of the Obligations, as defined and used in the Credit Agreement, of the Debtor.

ARTICLE 4
DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor acknowledges that the Collateral Agent is relying upon the representations and warranties set forth in the Credit Agreement in entering into this Agreement. All representations and warranties of the Debtor made in this Agreement or in the Credit Agreement delivered by or on behalf of the Debtor to or for the benefit of the Collateral Agent are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect until there are no further Obligations. The Collateral Agent shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Collateral Agent at any time. In addition, the Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:

(a) **Legal Name.** The name of the Debtor as set out in preamble above is its correct legal name.

(b) **Uncertificated Securities.** None of the Collateral that is an interest in a partnership or a limited liability company:

(i) is dealt in or traded on any securities exchange or in any securities market;

(ii) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or

(iii) is held in a Securities Account;

except for any such Collateral of which the Collateral Agent or its nominee has "control" within the meaning of the STA.

The Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, in respect of the Pledged Securities owned by it (if applicable), as follows:

(a) It is the registered and beneficial owner of such Pledged Securities subject only to the security interests created by this Agreement, the other Financing Documents and the Permitted Liens.

(b) All Collateral consisting of Pledged Securities has been duly authorized and validly issued, is outstanding as fully paid and non-assessable, and constitutes 100% of the issued and outstanding ownership interest of the Debtor in the applicable entity.

(c) None of its rights arising as the legal and beneficial owner of such Pledged Securities have been surrendered, cancelled or terminated.

(d) There is no default or dispute existing in respect of such Pledged Securities.

(e) All such Pledged Securities are certificated and have been Delivered to the Collateral Agent.

4.2 Covenants

The Debtor acknowledges that the Collateral Agent is relying upon the covenants given by the Debtor under the Credit Agreement in connection with this Agreement and that such covenants shall be continuing covenants as provided in and subject to the terms of the Credit Agreement. In addition, unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Notification to Collateral Agent.** The Debtor shall promptly notify the Collateral Agent of:

(i) Claims and Encumbrances – Any material claim, Lien or encumbrance made or asserted against any of the Collateral other than Permitted Liens;

(ii) Loss or Damage – Material loss or damage to or loss of possession of all or a material part of the Collateral other than by disposition in accordance with the terms of the Project Agreements and the Financing Documents; and

(iii) Account Debtor Non-Performance – Any failure of any Account Debtor, any securities intermediary in respect of a Securities Account or any futures intermediary in respect of a Futures Account in payment or performance of obligations due to the Debtor which may materially affect the Collateral.

(b) **No Accessions or Fixtures.** Subject to the terms of the Project Agreements and the Financing Documents, the Debtor shall prevent the Collateral from becoming an Accession to any property other than the Collateral or from becoming a fixture unless the

Security Interest ranks prior to the interests of all other persons in the applicable real property.

Unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Additional Certificates**

(i) if the Debtor receives or becomes entitled to receive any security certificate, unit certificate or other instrument in respect of the Pledged Securities, the Debtor shall accept same as the Collateral Agent's agent, hold such security certificate, unit certificate or other instrument in respect of the Pledged Securities in trust for the Collateral Agent and immediately Deliver them to the Collateral Agent (or to the Collateral Agent's nominee, as the Collateral Agent may direct) in the exact form received, as additional security for the Obligations; and

(ii) if any Restricted Payment (other than as permitted under the Credit Agreement) is made in respect of the Pledged Securities or any property is distributed with respect to the Pledged Securities pursuant to the recapitalization, reclassification or reorganization of the capital of any entity in which the Debtor holds an ownership interest, the property so distributed shall be Delivered to the Collateral Agent, or its agent or nominee as the Collateral Agent may direct, to be held by it as part of the Pledged Securities.

(b) **Issuance of Pledged Securities.** The Debtor shall not permit any issuance of Pledged Securities unless such Pledged Securities are, immediately upon their issuance, pledged in favour of and Delivered to the Collateral Agent and the Debtor does, 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 additional securities within the meaning of the STA.

(c) **Defend.** The Debtor shall, on written request of the Collateral Agent, defend the Collateral Agent's right, title and security interest in and to all the Pledged Securities against the claims and demands of all other Persons.

(d) **No Granting of Control.** Subject to the provisions of the Credit Agreement, the Debtor may not:

(i) deliver any Pledged Securities that constitute uncertificated securities to any Person other than the Collateral Agent;

(ii) consent to any agreement whereby any entity in which the Debtor holds an ownership interest agrees to comply with instructions that are originated by any Person other than the Collateral Agent in respect of any Pledged Securities that constitute uncertificated securities; or

(iii) assign, transfer or grant a security interest to any other Person or in any other manner further encumber the Pledged Securities, other than pursuant to the Financing Documents or any Permitted Lien.

ARTICLE 5
RIGHTS RELATING TO SECURED PROPERTY

5.1 Debtor's Rights before Default

Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the other Financing Documents, the Debtor is entitled to deal with the Collateral in the ordinary course of business, provided that, no action shall be taken which would impair the effectiveness of the Security Interest created by this Agreement or the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement or any other Financing Document. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor shall and shall be deemed to hold all Proceeds constituting Collateral in trust, separate and apart from other Money, Instruments, Investment Property or property, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full.

5.2 Voting Rights

(a) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, the Debtor may exercise all voting rights in respect of any Collateral that is Investment Property (including the Pledged Securities) ("**Applicable Investment Property**") and to give consents, waivers, directions, notices and ratifications and to take other action in respect thereof, except that no votes may be cast or consent, waiver, directions, notice or ratification given or action taken which would:

(i) impair the effectiveness of the Security Interest;

(ii) impair the value of or restrict the transferability of the Applicable Investment Property (including the Pledged Securities); or

(iii) be inconsistent with or violate any provisions of this Agreement or any other Financing Document.

(b) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, if any of the Applicable Investment Property are registered or otherwise held in the Collateral Agent's or its nominee's name, the Collateral Agent, on the Debtor's written request, shall execute and deliver or cause its agent or nominee to execute and deliver to the Debtor suitable proxies, voting powers or powers of attorney in favour of the Debtor or its nominee or nominees for voting, giving consents, waivers, directions, notices or ratifications or taking any other action the Debtor is permitted to take in respect of such Applicable Investment Property.

5.3 Dividends and Distributions

Until the occurrence of an Event of Default which is continuing, the Debtor shall be entitled to receive and deal with (except as otherwise restricted by this Agreement or the Credit Agreement) any interest and regular cash dividends at any time payable on or with respect to any Applicable Investment Property to the extent such amounts are expressly permitted by the Credit Agreement, and the Collateral Agent shall immediately deliver to the Debtor such interest or regular cash dividends received by the Collateral Agent.

5.4 Rights and Duties of the Collateral Agent

Upon the occurrence of an Event of Default and during the continuance thereof, all of the Debtor's rights pursuant to Sections 5.1 and 5.2 will cease and the Collateral Agent may enforce any of the Debtor's rights with respect to any Applicable Investment Property. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor will and will be deemed to hold all Applicable Investment Property not under the control of the Collateral Agent in trust, separate and apart from other property and assets of the Debtor, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full, and the Debtor shall forthwith Deliver any such Applicable Investment Property to the Collateral Agent, or its nominee or agent, as the Collateral Agent may direct, to the extent the Debtor has not already Delivered such Applicable Investment Property to the Collateral Agent. The Collateral Agent and its nominee shall not have any duty of care with respect to the Applicable Investment Property other than to use the same care in the custody and preservation of the Applicable Investment Property as it would with its own property. The Collateral Agent or its nominee shall have no obligation to take any steps to defend or preserve the Debtor's rights against the claims or demands of others. The Collateral Agent or its nominee, however, shall give the Debtor notice of any claim or demand of which it becomes aware to permit the Debtor to have a reasonable opportunity to defend or contest the claim or demand.

ARTICLE 6
REMEDIES

6.1 Collateral Agent's Rights and Remedies

Following the occurrence of an Event of Default and during the continuance thereof, subject to the terms of the Credit Agreement, all of the Obligations shall, at the Collateral Agent's option (as instructed by the Administrative Agent) and without notice to the Debtor, become immediately due and payable and the Collateral Agent may, upon instructions from the Administrative Agent, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement and in the Credit Agreement, (including, without limitation, the signification and collection of the Debtor's Accounts), or otherwise afforded by law, in equity or otherwise. The Collateral Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Collateral Agent expressly retains all rights and remedies not inconsistent with the provisions of this Agreement including all the rights it may have under the PPSA. The Collateral Agent shall hold all proceeds from enforcement of the rights and remedies below for the benefit of the Secured Creditors. Subject to the terms of the Credit Agreement, the Collateral Agent may, upon the occurrence of any Event of Default and during the continuance thereof, and acting on the advice of counsel or upon instructions from the Administrative Agent, to the extent permitted by Applicable Law:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver (which term shall include a receiver, a manager or a receiver and manager) of the Debtor and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Collateral Agent, with respect to responsibility for its acts, shall, to the extent permitted by Applicable Law, be deemed the agent of the Debtor and not of the Collateral Agent. Where the "Collateral Agent" is referred to in this Article, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.

(b) **Enter and Repossess.** In accordance with Applicable Law, enter the Debtor's premises and repossess, disable or remove the Collateral, provided that with respect to any premises for which a Lease Agreement is in place, the Collateral Agent will comply with the terms and conditions of the rights of access granted therein or in any applicable Landlord Agreement.

(c) **Retain the Collateral.** Retain and administer the Collateral in the Collateral Agent's sole and unfettered discretion.

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Debtor to the extent permitted by law. The Collateral Agent may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Collateral Agent may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Collateral Agent has taken possession of the Collateral.

(e) **Foreclosure.** Foreclose upon the Collateral.

(f) **Investment Property.**

(i) Disposal – Without limiting the generality of Section 6.1(d), the Debtor acknowledges that when disposing of any Investment Property (including any Pledged Securities), the Collateral Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. The Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Collateral Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

(ii) Exercise of Rights – Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may elect by written notice to the Debtor and to an officer of the issuer of the Investment Property or to any securities intermediary or futures intermediary in respect of the Investment Property, as may be applicable, that all or part of the rights of the Debtor in the Investment Property including, the right to vote, give consents, entitlement orders, instructions, directions, waivers or ratifications and take other actions and receive interest or regular cash dividends, payments or other distributions, shall cease, and upon such election all such rights shall become vested in the Collateral Agent or as it may direct.

(iii) Registration and Control – Require that the Investment Property be registered in the name of the Collateral Agent or as it may direct, that delivery of the Investment Property be made to the Collateral Agent or that control of the Investment Property be obtained by the Collateral Agent, or as it may direct, in accordance with the provisions of the STA and the Collateral Agent may then, without notice, exercise any and all voting rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Investment Property without the consent of the Debtor as if it were the absolute owner, including the right to exchange at its discretion, any and all of the Investment Property upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Investment Property and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, securities intermediary, futures intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine.

(g) **Collection of Accounts.** Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent, whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, acting in a commercially reasonable manner and in accordance with the credit agreement, to notify and direct Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange to make all payments to the Collateral Agent, and the Collateral Agent shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange and any Proceeds as part of the Collateral. Upon the occurrence of an Event of Default and during the continuance thereof, any payments received by the Debtor in respect of the Collateral shall be held by the Debtor in trust for the Collateral Agent in the same medium in which it was received, shall not be commingled with any assets of the Debtor and shall, at the request of the Collateral Agent be turned over to the Collateral Agent not later than the next Banking Day following the day of such request from the Collateral Agent.

(h) **Carry on Business.** Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Collateral Agent sees fit. The Collateral Agent shall not be liable to the Debtor in respect of any related rent, costs, charges, depreciation or damage in so doing.

(i) **Payment of Encumbrances.** Pay any encumbrances or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations.

(j) **Payment of Deficiency.** If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Collateral Agent any deficiency and the Collateral Agent may sue the Debtor to collect the amount of such deficiency.

(k) **Dealing with Collateral.** Subject to Applicable Law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Collateral Agent advisable and without notice to the Debtor. The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Obligations.

(l) **Disposition of Pledged Securities.** The Collateral Agent shall give to the Debtor at least three Banking Days' written notice of any sale or disposition pursuant to paragraph (d) above of any Pledged Securities. If there is a sale of Pledged Securities pursuant to paragraph (d), the Debtor agrees to provide all information, certificates and consents required under applicable securities laws or under the rules, by-laws or policies of the exchange(s) on which any of the Pledged Securities may be listed and posted for trading to permit the sale of the Pledged Securities in compliance with such applicable laws, rules, by-laws or policies.

6.2 Power of Attorney

Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor constitutes and appoints the Collateral Agent from time to time, or any receiver appointed of the Debtor as provided for in this Agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do any and all acts and things, complete any endorsements, stock transfer powers or registrations and make and execute all such documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Collateral Agent or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Debtor upon the occurrence of an Event of Default and during the continuance thereof. The Debtor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration and shall terminate only upon written release by the Collateral Agent of the Debtor's obligations under this Agreement executed and delivered by the Collateral Agent (or its nominee(s)).

6.3 Assemble the Collateral

To assist the Collateral Agent in the implementation of such rights and remedies, the Debtor will, at its own risk and expense and immediately upon the Collateral Agent's request following the occurrence of an Event of Default and during the continuance thereof, assemble and prepare for removal such items

of the Collateral as are selected by the Collateral Agent as shall, in the Collateral Agent's sole judgment, have a value sufficient to cover all the Obligations.

6.4 Allocation of Proceeds

Subject to the Credit Agreement, all monies collected or received by the Collateral Agent in respect of the Collateral may be held by the Collateral Agent and may be applied on account of such parts of the Obligations in accordance with priority of payment provisions set forth in the Credit Agreement.

6.5 Waivers and Extensions

Subject to the Credit Agreement, the Collateral Agent may waive default or any breach by the Debtor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Collateral Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Collateral Agent resulting therefrom. Any such waiver must be in writing and signed by the Collateral Agent to be effective.

Subject to the Credit Agreement and if so instructed by the Administrative Agent, the Collateral Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as the Collateral Agent may see fit without prejudice to the liability of the Debtor to the Collateral Agent, or the Collateral Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Collateral Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Collateral Agent or otherwise preclude the Collateral Agent from enforcing such rights.

6.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Collateral Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either expressly or by course of conduct by the Collateral Agent 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 right or remedy of the Collateral Agent under this Agreement as a result of any other default or breach under this Agreement.

6.7 Effect of Possession or Receiver

Following the occurrence of an Event of Default and during the continuance thereof, as soon as the Collateral Agent takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent or the receiver.

6.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may at any time and from time to time without notice to the Debtor (it being expressly waived by the Debtor) set-off and compensate and apply any and all Collateral to or for the credit of or the account of the Debtor, against and on account of the Obligations, even if any of them are contingent or unmatured.

6.9 Limitation of Liability

(a) The Collateral Agent shall not be liable or accountable:

(i) by reason of any entry into or taking possession of all or any of the Collateral, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

(ii) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Collateral Agent, the Debtor or any other person in respect of same.

(b) The Collateral Agent shall not by virtue of this Agreement be deemed to be a mortgagee in possession of the Collateral. The Debtor releases and discharges the Collateral Agent and the receiver from every claim of every nature that may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of anything done by the Collateral Agent or any successor or assign claiming through or under the Collateral Agent or the receiver under the provisions of this Agreement unless such claim is the result of gross negligence or wilful misconduct.

(c) The Collateral Agent shall not be responsible for any loss occasioned by:

(i) any sale or other dealing with the Pledged Securities (whether commercially reasonable or not, but subject to Applicable Law); or

(ii) the retention of, or failure to sell or otherwise deal with the Pledged Securities,

unless the result of gross negligence or wilful misconduct by the Collateral Agent or any receiver appointed by the Collateral Agent (including the officers, employees, servants or agents of such parties).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, demand, consent, approval or other communication required or permitted to be given in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

7.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by each party to this Agreement.

7.3 Enurement

This Agreement shall be binding on each of the Debtor and the Collateral Agent, and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns, and shall enure to the benefit of each of the Debtor and the Collateral Agent and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns.

7.4 Further Assurances

The Debtor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Collateral Agent as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

7.5 Continuing Security

The security constituted by this Agreement is not in substitution for any other security for the Obligations under the Financing Documents or for any other agreement between the parties creating a security interest in all or part of Collateral, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Debtor and the Collateral Agent expressly provide to the contrary in writing.

7.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Debtor acknowledges receiving a copy of this Agreement, and further agrees that a photocopy or PDF copy of this Agreement or of a financing statement is sufficient.

7.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement*.

7.8 Security Interest Effective Immediately

The Security Interest shall take effect forthwith upon the execution of this Agreement by each of the Debtor and the Collateral Agent.

7.9 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

7.10 Discharge

(a) The security granted hereby and the obligations of the Debtor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations, following which the Collateral Agent shall, upon the written request of the Debtor and at the expense of the Debtor, release and discharge the Security Interest and execute and deliver to the Debtor such documents as shall be requisite to release and discharge the Security Interest.

(b) In the event of a disposition of Assets by the Debtor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall release and discharge the Security Interest as it relates to any property so disposed, if applicable, and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interest as it relates to any property so disposed.

[*Signature pages to follow*]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

GSC SOLAR LEASING II GP INC.

By: _____
Name: Carlos Augusto Melendez Rodriguez
Title: Secretary

By: _____
Name: Ryan Ward
Title: Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: _____
Name:
Title: James Briggs
Vice President

By: _____
Name: Randy Kahn
Title: Vice President

SCHEDULE A — PLEDGED SECURITIES

Pledgor	Pledged Entity	Type and Class of Equity Security (e.g., common shares, partnership interests)	Certificate No.	Percentage of Total Class Outstanding
GSC Solar Leasing II GP Inc.	GSC Solar Leasing II LP	General Partnership Interest	GP-1	100%

This is Exhibit "ZZ" 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

Enquiry Result

File Currency: **10SEP 2025**

Show All Pages

All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR LEASING II GP INC.						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	743186637	1	2	1	6	29AUG 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
743186637		001	002		20180829 1205 1862 1164	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR LEASING II LP				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR LEASING II GP INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Secured Party	**Secured Party / Lien Claimant**				
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT				
	Address		**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16		NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. NAQVI)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR LEASING II GP INC.							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	743186637	1	2	2	6	29AUG 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
743186637		002	002		20180829 1205 1862 1164		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address	**City**	**Province**	**Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR LEASING II GP INC.				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	743186637	1	2	3	6

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8996	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	743186637			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR LEASING II GP INC.		

Other Change	Other Change
Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name
Secured Party	Secured party, lien claimant, assignee
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

1877

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR LEASING II GP INC.							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	743186646	2	2	4	6	29AUG 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
743186646		001	002		20180829 1205 1862 1165	P PPSA	7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	GSC SOLAR LEASING II GP INC.			
	Address		City	Province	Postal Code
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address		City	Province	Postal Code
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16		NEW YORK	NY	10005

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. NAQVI)			
	Address		City	Province	Postal Code
	2 QUEEN STREET EAST, SUITE 1500		TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	GSC SOLAR LEASING II GP INC.							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	743186646	2	2	5	6	29AUG 2027		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
743186646		002	002		20180829 1205 1862 1165		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	Address		**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR LEASING II GP INC.				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	743186646	2	2	6	6

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8995	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	743186646			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR LEASING II GP INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

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LAST PAGE

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ServiceOntario Contact Centre

This is Exhibit "AAA" 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

Summary of Loan and Security Documents Provided by each C&I Project HoldCo, C&I Project Equity HoldCo, Fund Equity HoldCo and Third-Party Project Co-Owner

Entity	Entity Type	Guarantee	Limited Recourse Guarantee and Pledge Agreement	General Security Agreement	Assignment of Material Project Agreements	Omnibus Assignment of Insurance	Debenture	Blocked Account Agreements
2245073 Ontario Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
2246253 Ontario Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
2377512 Ontario Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
2410089 Ontario Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
2410581 Ontario Limited	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
2416428 Ontario Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
2421907 Ontario Limited	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
2422500 Ontario Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
2428760 Ontario Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
Biidaaske Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
Celeste Solar GP Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
Celeste Solar LP	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
CEW L3V Solar III Limited Partnership	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
Chi Biidaaske Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
Cleave Energy Holdings Ltd.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
Gengrowth Energy LP	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
Grasshopper Solar FIT Projects Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
GSC Gengrowth GP Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
GSC Southlake Solar GP Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
GSC Southlake Solar LP	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes

Entity	Entity Type	Guarantee	Limited Recourse Guarantee and Pledge Agreement	General Security Agreement	Assignment of Material Project Agreements	Omnibus Assignment of Insurance	Debenture	Blocked Account Agreements
GSC SPN 4 Projects GP Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
GSC SPN 4 Projects LP	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
Howard Avenue Solar Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
ICM Realty Group Solar 2013 Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
LDREC SPN LP	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
Marina Del Rey Solar Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
McLevin Avenue Solar Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
Solar Power Network 001 Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
Solar Power Network 003 Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
Solar Power Network 006 Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
Solar Power Network 007 Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
Solar Power Network 009 Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
SPN LP 1	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
SPN LP 3	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
SPN LP 4	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
SPN LP 5	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
SPN LP 10	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	No
SPN LP 14	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	No
SPN LP 15	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	No
Rising Sun Community Power Corp.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
HSSW Limited Partnership	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes

Entity	Entity Type	Guarantee	Limited Recourse Guarantee and Pledge Agreement	General Security Agreement	Assignment of Material Project Agreements	Omnibus Assignment of Insurance	Debenture	Blocked Account Agreements
FIT Solar GP 1 Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
HSSW Property LP	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	No	No
HSSW Property GP Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
GSC FIT 4.2 LP	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
GSC FIT 4.2 GP Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
GreenLife Solar Projects Inc.	C&I Project HoldCo	Yes	No	Yes	Yes	Yes	Yes	Yes
GSC GreenLife Projects LP	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
GSC GreenLife Projects GP Inc.	C&I Project Equity HoldCo	Yes	No	Yes	No	No	No	No
GSC Solar Fund I Inc.	Fund Equity HoldCo	No	Yes	No	No	No	No	No
GSC GP Holdco Inc.	Fund Equity HoldCo	No	Yes	No	No	No	No	No
London District Renewable Energy Co-operative Inc.	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No
Greenlife Co-operative Inc.	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No
Sunvie Renewable Energy Co-operative Inc.	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No
Ryde Community Co-operative Inc.	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No
Corporation of the Township of Val Rita-Harty	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No
Southlake Regional Health Centre	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No
Wikwemikong Renewable Energy Limited Partnership	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No

Entity	Entity Type	Guarantee	Limited Recourse Guarantee and Pledge Agreement	General Security Agreement	Assignment of Material Project Agreements	Omnibus Assignment of Insurance	Debenture	Blocked Account Agreements
Structural Tech Corporation Ltd.	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No
HIAH Economic Dev LP	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No
Nipissing Solar (SPN) LP	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No
Chippewas of the Thames Development Corporation	Third-Party Project Co-Owner	No	Yes	No	No	No	No	No

This is Exhibit "BBB" 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

GUARANTEE AND INDEMNITY

TO: Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Collateral Agent**") for and on behalf of the Secured Creditors (as defined under the Credit Agreement) under the credit agreement dated as of the date hereof by and among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the "**Borrowers**") and the Secured Creditors (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

DATE: March 19, 2018

In consideration of the Secured Creditors making the Facilities available to the Borrowers pursuant to the Credit Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (together with its successors and permitted assigns, the "**Guarantor**") hereby agrees and covenants as follows:

1. Defined Terms

All capitalized terms not defined herein have the meaning given thereto in the Credit Agreement and:

"**Commodity Exchange Act**" means the *Commodity Exchange Act* (7 U.S.C. §1 et seq.), as amended from time to time, and any successor statute.

"**Excluded Swap Obligation**" means, with respect to the Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the guarantee of the Guarantor of, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the guarantee of the Guarantor or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security is or becomes illegal.

"**Guaranteed Obligations**" means the Obligations as such term is defined and used in the Credit Agreement, except for and excluding (i) the Excluded Swap Obligations and (ii) any obligations in relation to any MicroFIT Project.

"**Swap Obligation**" means, with respect to the Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1(a)(47) of the Commodity Exchange Act.

2. Guarantee and Indemnity

(a) The Guarantor hereby unconditionally and irrevocably guarantees to the Collateral Agent on behalf of each of the Secured Creditors and their successors and assigns, due and punctual payment and performance to the Secured Creditors, upon demand following the

occurrence of any Event of Default that is continuing, of the Guaranteed Obligations to the Secured Creditors or any one or more of them at any time and from time to time.

(b) In addition to the guarantee contained herein, the Guarantor hereby covenants and agrees to indemnify and save each of the Secured Creditors harmless from and against all costs, losses, expenses and damages ("**Losses**") it may suffer as a result of default of an Obligor in the performance of any of the Guaranteed Obligations, including without limitation, reasonable legal fees incurred by or on behalf of the Secured Creditors resulting from any action instituted on the basis of this Guarantee. For greater certainty, these Losses shall not include any losses suffered by any of the Secured Creditors due to its own gross negligence or wilful misconduct.

(c) In addition to the guarantee and indemnity contained herein, the Guarantor hereby covenants and agrees that the Guaranteed Obligations will, as a separate and distinct obligation, be recoverable from the Guarantor as primary obligor.

3. Payment and Interest

(a) The Guarantor shall unconditionally render any payment or performance guaranteed hereunder, upon demand made in accordance with the terms hereof, if an Obligor fails or refuses to punctually make such payment or performance (the "**Obligor's Payment**").

(b) All payments by the Guarantor under this Guarantee shall be made free and clear of and without deduction or withholding for any and all Taxes, unless required by law, rule, regulation or the interpretation thereof by the relevant governmental authority. If the Guarantor is required by law, rule, regulation or the interpretation thereof by the relevant governmental authority to deduct or withhold any such Taxes, from or in respect of any amount payable under this Guarantee,

(i) the amount payable shall be increased by such additional amount as may be necessary so that after making all required deductions or withholdings, the relevant Secured Creditors, as applicable, receive a net amount equal to the full amount they would have received if no deduction or withholding had been made;

(ii) the Guarantor shall make such required deductions or withholdings;

(iii) the Guarantor shall pay the full amount deducted or withheld to the relevant taxation or other authority in accordance with Applicable Law; and

(iv) the Guarantor shall deliver to the relevant Secured Creditor, as applicable, as soon as practicable after it has made such payment to the applicable governmental authority (x) a copy of such receipt as is issued by such authority evidencing the deduction or withholding of all amounts required to be deducted or withheld from the amount payable hereunder or (y) if such a receipt is not available from such authority, notice of the payment of such amount deducted or withheld;

provided that the obligation of the Guarantor to pay additional amounts pursuant hereto shall not extend to Excluded Taxes.

(c) All amounts payable by the Guarantor in respect of an Obligor's Payment must be made in the same currency in which the original advance or other credit accommodation was made to an Obligor by the Secured Creditors.

(d) All amounts in respect of the Facilities demanded hereunder shall bear interest at a rate per annum equal to the interest rate from time to time applicable under the Credit Agreement from the time of demand until paid, both before and after default and judgment.

(e) Nothing but payment and satisfaction in cash in full of the Guaranteed Obligations will release the Guarantor from the Guarantor's obligations hereunder.

4. Continuing Obligation, Authority and Enforceability

(a) No document, proof or other action other than as specifically provided herein is necessary as a condition of the Guarantor honouring its obligations hereunder. This Guarantee is a continuing guarantee, covers all the Guaranteed Obligations, and applies to and secure any ultimate balance due or remaining unpaid to the Secured Creditors.

(b) This Guarantee will constitute a continuing guarantee regardless of:

(i) whether any other person or persons (an "**Additional Guarantor**") becomes in any other way responsible to the Secured Creditors for, or in respect of, the Guaranteed Obligations, or any part thereof;

(ii) whether any such Additional Guarantor ceases to be so liable; or

(iii) the enforceability, validity, perfection or effect of perfection or non-perfection of any security interest or of the Lien securing the Guaranteed Obligations, or the validity or enforceability of any of the Guaranteed Obligations.

This Guarantee shall not be determined or affected, or the rights of the Secured Creditors hereunder prejudiced, by the termination of any Guaranteed Obligations by operation of law or otherwise, other than to the extent of the indefeasible payment in cash of those Guaranteed Obligations to the Collateral Agent, including without limitation, the bankruptcy, insolvency, dissolution or liquidation of an Obligor, any change in the name, business, powers, capital structure, constitution, objects, organization, directors or management of an Obligor, with respect to transactions occurring either before or after such change. This Guarantee is to extend to the person or persons for the time being and from time to time carrying on the business now carried on by an Obligor, notwithstanding any reorganization of an Obligor or the Guarantor or the amalgamation of an Obligor or the Guarantor with one or more other entities (in this case, this Guarantee shall apply to the liabilities of the resulting entity and the term "Obligor" and "Guarantor", as applicable, shall include such resulting entity) or the sale or disposal of an Obligor's or the Guarantor's business in whole or in part to one or more other persons. The Guarantor hereby agrees that the manner in which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may now or hereafter deal with the Additional Guarantor shall have no effect whatsoever on the continuing liability of the Guarantor hereunder.

(c) By execution of this Guarantee, the Guarantor represents and warrants to the Secured Creditors that it has obtained all authorizations, consents and approvals necessary for the granting and performance of this Guarantee and that this Guarantee is enforceable against the Guarantor in accordance with its terms. The Secured Creditors shall not be concerned to see or inquire into the powers of an Obligor or any of its directors or other agents, acting or purporting to act on its behalf, and all moneys, advances, renewals and credits actually borrowed or obtained from the Secured Creditors by an Obligor shall be deemed to form part of the Guaranteed Obligations notwithstanding any lack or limitation of status or power, incapacity of an Obligor or of the directors, or that an Obligor may not be a legal entity capable of being sued, or any irregularity, defect or informality in the borrowing or obtaining of such moneys, advances, renewals or credits, whether known to the Secured Creditors or not.

5. Postponement of Claims and Subrogation

(a) Other than payment expressly permitted to be made under the Credit Agreement, all debts and claims against an Obligor now or hereafter held by the Guarantor and all rights of subrogation of the Guarantor (all such debts, claims and rights being hereinafter referred to as the "**Claims**") shall be for the security of the Secured Creditors and, as between the Guarantor and the Secured Creditors, the same are hereby postponed to the repayment and performance of the Guaranteed Obligations. Until all of the Obligations shall have been satisfied in full, any money received by the Guarantor in respect of any such Claims shall be received by the Guarantor in trust for the Collateral Agent on its own behalf and on behalf of the other Secured Creditors and shall be paid forthwith to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be applied against, or held as security for, payment of the Guaranteed Obligations, all without prejudice to and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder.

(b) As security for and for the purpose of giving effect to the postponement of the Claims, the Guarantor hereby assigns, transfers and sets over and unto the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of the Claims and hereby irrevocably constitutes and appoints the officers from time to time of the Collateral Agent to be attorneys of the Guarantor in the name of and on behalf of the Guarantor to collect, and enforce or prove any such Claims, and for that purpose to execute and do in the name and on behalf of the Guarantor, all deeds, documents, transfers, assignments, assurances and things, and to commence and prosecute, at the election of and in the sole discretion of the Collateral Agent, in consultation with the other Secured Creditors, any or all proceedings which may appear to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to be necessary in connection with the collection, enforcement or proving of any Claims.

(c) In the event of the bankruptcy, winding up or distribution of the assets of an Obligor, the Guarantor or any Additional Guarantor, the rights of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors will not be affected or impaired by its omission to prove its claim in full or otherwise and it may prove such claim as it sees fit and may refrain from proving any claim in its sole discretion. Any amounts received by the Secured Creditors in connection with such proceedings will be applied on such part or parts of the monies payable from time to time on account of the Guaranteed Obligations as the Collateral Agent, in consultation with the other Secured Creditors shall in its absolute discretion see fit until all of the Guaranteed Obligations have been paid in full,

and thereafter the Guarantor will be entitled to the balance, if any, of such amounts; all of which the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may do without in any way affecting, relieving, limiting or lessening the Guarantor's liability to the Secured Creditors hereunder. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right of payment to the claims of the Secured Creditors in any such proceedings, including, without limitation, making any filings that are required to preserve such a claim.

(d) The Guarantor acknowledges and agrees that it will not have any rights of subrogation or indemnification until after the Guaranteed Obligations have been indefeasibly paid in full. For greater certainty, the Guarantor may take any action necessary to preserve a claim that is subordinate in right to the claims of the Secured Creditors in any bankruptcy proceedings.

(e) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors has no duty, obligation or liability whatsoever as a result of the assignment to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors of the Claims to protect, preserve or to ensure that the Claims do not become prescribed by statute or otherwise invalidated or rendered unenforceable.

(f) Nothing herein shall restrict the right of an Obligor to make any payments to the Guarantor expressly permitted under the Credit Agreement.

6. Amendments and Waivers

(a) The Guarantor authorizes the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, at any time and from time to time, without notice to the Guarantor and without affecting, relieving, limiting or lessening the liability of the Guarantor hereunder, to alter the terms of all or any part of the Guaranteed Obligations and any security and guarantees therefor including, without limitation, modification of principal amount, times for payment or rates of interest.

(b) The Guarantor hereby waives each of the following, to the fullest extent allowed by law:

(i) all statutes of limitations as a defence to any action brought by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors against the Guarantor;

(ii) any defence based upon:

A. the unenforceability or invalidity of all or any part of the Guaranteed Obligations, or any security or other guarantee for the Guaranteed Obligations or any failure of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to take proper care of any security for the Guaranteed Obligations;

B. any act or omission of an Obligor or any other person that directly or indirectly results in the discharge or release of an Obligor or any other person or any of the Guaranteed Obligations or any security therefor; or

C. the Collateral Agent's, in consultation with the other Secured Creditors, present or future method of dealing with an Obligor or any other person;

(iii) any right (whether now or hereafter existing) to require the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, as a condition to the enforcement of this Guarantee:

A. to accelerate the Guaranteed Obligations or proceed and exhaust all recourse against an Obligor or any other person;

B. to realize on any security that it holds;

C. to marshall the assets of an Obligor, the Guarantor or any other person; or

D. to pursue any other remedy that the Guarantor may not be able to pursue itself and that might limit or reduce the Guarantor's burden;

(iv) presentment, demand, protest and notice of any kind including, without limitation, notices of default and notice of acceptance of this Guarantee;

(v) all suretyship defences and rights of every nature otherwise available under Ontario law and the laws of any other jurisdiction; and

(vi) all other rights and defences (legal or equitable) the assertion or exercise of which would in any way diminish the liability of the Guarantor hereunder (other than by complete and indefeasible satisfaction of the Guaranteed Obligations).

(c) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may deal with an Obligor, the documents creating or evidencing the Guaranteed Obligations and the security now or hereafter held by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors (including without limitation, all modifications, extensions, replacements, amendments, renewals, restatements, supplements to such documents or security) as the Collateral Agent, in consultation with the other Secured Creditors, may see fit, without notice to the Guarantor and without in any way affecting, relieving, limiting or lessening the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Collateral Agent on its own behalf and on behalf of the other Secured Creditors may:

(i) grant time, renewals, extensions, indulgences, releases and discharges to an Obligor or any other person;

(ii) take new or additional security (including, without limitation, other guarantees) from an Obligor or any other person;

(iii) discharge or partially discharge any or all existing security;

(iv) elect not to take security from an Obligor or any other person or not to perfect security;

(v) cease or refrain from giving credit or making loans or advances to an Obligor;

(vi) accept partial payment or performance from an Obligor or any other person or otherwise waive compliance by an Obligor or any other person with the terms of any of the documents or security;

(vii) assign any such document or security to any person or persons in accordance with the Credit Agreement; or

(viii) apply all dividends, compositions and moneys at any time received from an Obligor or any other person or from the security upon such part of the Guaranteed Obligations.

No loss of or in respect of any securities received by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors from an Obligor or others, whether occasioned by the fault of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors or otherwise (other than as a result of gross negligence, fraud or wilful misconduct), shall in any way affect, relieve, limit or lessen the liability of the Guarantor hereunder.

(d) No term, condition or provision hereof or any right hereunder, or in respect thereof, shall be, or shall be deemed to have been, waived by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, except by express written waiver signed by the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, all such waivers to extend only to the particular circumstances therein specified.

(e) Except as provided at law, no action or omission on the part of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors in exercising or failing to exercise its rights hereunder or in connection with or arising from the Guaranteed Obligations or any part thereof shall make the Collateral Agent or the other Secured Creditors liable to the Guarantor for any loss thereby occasioned to the Guarantor.

7. Demand and Notice

(a) The Collateral Agent on its own behalf and on behalf of the other Secured Creditors may make a demand in writing to the Guarantor at any time and from time to time following an Event of Default that is continuing, each such written demand to be accepted by the Guarantor as complete and satisfactory evidence of any default by an Obligor and the extent thereof, and of the obligations of the Guarantor to make a payment hereunder and the amount thereof. The Guarantor shall pay to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors such amount or amounts as are payable hereunder forthwith upon such written demand.

(b) Unless otherwise provided herein, any demand, notice or communication given or required to be given to a party under this Guarantee shall be given and take effect in the manner provided for notices in the Credit Agreement.

8. No Representations

The Guarantor acknowledges that this Guarantee has been delivered free of any conditions and that there are no representations which have been made to the Guarantor affecting the liability of the Guarantor under this Guarantee save as may be specifically embodied herein and agrees that this

Guarantee is in addition to and not in substitution for any other guarantee(s) held or which may hereafter be held by or for the benefit of the Secured Creditors.

9. Further Assurances

The Guarantor will, from time to time at the request of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors, make and do all such acts and things and execute and deliver all such instruments, agreements and documents as the Collateral Agent on its own behalf and on behalf of the other Secured Creditors shall reasonably request by notice in writing given to the Guarantor in order to create, preserve, perfect, validate or otherwise protect the guarantee and security interests created hereunder, to enable the Collateral Agent on its own behalf and on behalf of the other Secured Creditors to exercise and enforce any of its rights and remedies hereunder and generally to carry out the provisions and intentions of this Guarantee.

10. Severability

If any term, covenant, obligation or agreement contained in this Guarantee, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Guarantee or the application of such term, covenant, obligation or agreement to persons or circumstances other than those held to be invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

11. Paramountcy

In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Guarantee and of the Credit Agreement, the provisions of the Credit Agreement shall govern and be paramount, and any such provision in this Guarantee shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference. Notwithstanding the foregoing, if there is any right or remedy of the Secured Creditors set out in this Guarantee or any part thereof which is not set out or provided for in the Credit Agreement, such additional right or remedy shall not constitute a conflict, inconsistency, ambiguity or difference.

12. Governing Law

This Guarantee shall be construed and enforceable under and in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Guarantor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario for the purpose of any legal or equitable suit, action or proceeding in connection with this Guarantee.

13. Judgment Currency

To the extent permitted by applicable law, if any judgment or order in respect of this Guarantee is rendered and expressed in a currency other than the currency (the "**Agreement Currency**") in which funds were originally advanced to an Obligor, the Collateral Agent after recovery in full of the aggregate amount to which the Collateral Agent and the other Secured Creditors are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Guarantor the amount of any shortfall in the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency and will refund promptly to the Guarantor any excess of the Agreement Currency received by the Collateral Agent as a consequence of sums paid in such other currency in all cases 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 Collateral Agent is able, 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 Collateral Agent. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Guarantor under this provision 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 this Guarantee.

14. The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

15. Binding Effect

This Guarantee shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns except that the Guarantor shall not have the right to assign its rights or obligations hereunder or any interest herein without the prior written consent of the Collateral Agent on its own behalf and on behalf of the other Secured Creditors.

16. Entire Agreement

Subject to Section 11, this Guarantee contains the entire agreement between the parties relating to the security interests granted in this Guarantee. Any modification of this Guarantee shall not be binding unless in writing and signed by the Collateral Agent and the Guarantor. There are no representations, warranties, covenants or acknowledgements affecting, or relied upon in connection with the entering into, this Guarantee or any secured property, other than as expressed in this Guarantee in writing.

17. Execution and Delivery

This Guarantee may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Guarantor acknowledges receiving a copy of this Guarantee, and further agrees that a photocopy or PDF copy of this Guarantee or of a financing statement is sufficient.

18. Miscellaneous

(a) Any word herein contained importing the singular number shall include the plural and vice versa, and any word importing any gender will include the masculine, feminine, and neuter genders and any word importing a person will include a corporation, a partnership and any other entity.

(b) Time is and shall be in all respects of the essence hereof.

[*Signature Pages to follow*]

IN WITNESS OF WHICH the Guarantor has duly executed this Guarantee as of the first date written above.

2245073 ONTARIO INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

ACKNOWLEDGED BY:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent
By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name: Annie Jaghatspanyan
Title: Vice President

By: _____
Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

This is Exhibit "CCC" 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

LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT

THIS LIMITED RECOURSE GUARANTEE AND PLEDGE AGREEMENT (this "**Agreement**") is made as of April 30, 2018 between

WIKWEMIKONG RENEWABLE ENERGY LIMITED PARTNERSHIP

(together with its successors and permitted assigns, and in such capacity the "**Pledgor**")

- AND -

DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent and as collateral agent

(together with its successors and permitted assigns, and in such capacities the "**Agent**")

RECITALS:

A. Pursuant to a credit agreement dated March 19, 2018 (as may from time to time be amended, restated, supplemented or otherwise modified, the "**Credit Agreement**") among, *inter alia*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers (the "**Borrowers**"), the Agent and the lenders from time to time party thereto, as lenders (the "**Lenders**"), the Lenders have agreed to make available certain credit facilities in favour of the Borrowers.

B. As a condition to the making of Advances under the Credit Agreement, the Lenders require that the Pledgor enter into this Agreement.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Pledgor agrees with and in favour of the Agent as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In this Agreement, unless otherwise provided for herein, terms defined in the PPSA or the STA shall have the meanings given to such terms in the PPSA or the STA, as applicable. For greater certainty, the terms "control" and "deliver" have the meanings attributed to such terms in the STA, and:

(a) "**this Agreement**", "**hereto**", "**herein**", "**hereof**", "**hereby**", "**hereunder**" and any similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof;

(b) "**Collateral**" has the meaning attributed to such term in Section 4.1. Any reference to "Collateral" shall be deemed to be a reference to "**Collateral or any part thereof**" except where otherwise specifically provided;

(c) "**Guaranteed Obligations**" means all of the obligations, liabilities and indebtedness of the Borrowers to the Secured Creditors from time to time, whether present or future, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, in any currency, pursuant to the Credit Agreement and any other Financing Document;

(d) "**Indemnified Amounts**" means the amounts to be paid by the Pledgor under Section 2.2;

(e) "**Intercompany Debt**" means all of the obligations, liabilities and indebtedness of any Obligor to the Pledgor from time to time, whether present or future, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever nature or kind, in any currency;

(f) "**Permitted Liens**" means the Security Interest and all other Liens permitted in writing by the Agent (at the direction of the Lenders);

(g) "**Pledged Property**" means all securities, security entitlements and other Equity Securities issued by or with respect to a Pledged Security Issuer in which the Pledgor now or in the future has any right, including, without limitation, the securities, securities entitlements and other Equity Securities listed in Schedule A attached hereto and forming part hereof;

(h) "**Pledged Securities**" means any and all Collateral that is a security;

(i) "**Pledged Security Issuer**" means any of the Obligors and any other Pledged Security Issuer identified as such on Schedule A;

(j) "**PPSA**" means the *Personal Property Security Act* (Ontario);

(k) "**Proceedings**" means any receivership, insolvency, proposal, bankruptcy, compromise, arrangement, reorganization, winding-up, dissolution or other similar proceedings, whether or not any of the foregoing is judicial in nature;

(l) "**Secured Creditors**" means the Agent and the Lenders;

(m) "**Secured Obligations**" means all of the obligations, liabilities and indebtedness of the Pledgor to the Secured Creditors from time to time, whether present or future, direct or indirect, matured or unmatured, absolute or contingent, liquidated or unliquidated, as principal or as surety, alone or with others, of whatsoever

nature or kind, in any currency, pursuant to this Agreement, including the Guaranteed Obligations;

(n) "**Security**" means any present or future Lien or any present or future guarantee or other financial assistance granted by any Person with respect to any or all of the Guaranteed Obligations;

(o) "**Security Interest**" means the security interest granted under Section 4.1; and

(p) "**STA**" means the *Securities Transfer Act, 2006* (Ontario).

1.2 Additional Definitions

In this Agreement, unless the contrary intention appears, a reference to:

(a) an "amendment" includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and "amend" will be construed accordingly;

(b) any Person includes its successors and assigns, replacements, transferees and substitutes from time to time permitted in accordance with the Credit Agreement; and

(c) any document includes (without prejudice to any prohibition on amendments) all amendments (however fundamental) to that document, including any amendment providing for any increase (however great) in the amount or the provision of any facility.

1.3 Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.4 References to Articles and Sections

Whenever in this Agreement a particular Article, Section or other portion thereof is referred to, unless otherwise indicated, such reference pertains to the particular Article, Section or portion thereof contained herein, unless otherwise indicated.

1.5 References to Agreements and Enactments

Except as otherwise specifically provided:

(a) reference in this Agreement to any contract, agreement or any other document shall be deemed to include (i) reference to the same as supplemented, amended or restated from time to time and (ii) reference to any contract, agreement or any other document which substitutes, in whole or in part, for the same from time to time; and

(b) reference in this Agreement to any enactment, including, without limitation, any statute, law, by-law, regulation, rule, ordinance or order, shall be deemed to include reference to such enactment as re-enacted or amended from time to time and to any enactment in substitution therefor.

1.6 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.

1.7 Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.8 Invalidity of Provisions

The provisions of this Agreement are intended to be severable. If any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

1.9 Amendment, Waiver

No amendment or waiver of this Agreement shall be binding unless made in writing and executed by an authorized officer of the Agent and the Pledgor. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law, Attornment

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the Pledgor hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

ARTICLE 2
GUARANTEE AND INDEMNITY

2.1 Guarantee

The Pledgor unconditionally and irrevocably guarantees to the Agent (for the benefit of the Secured Creditors) the due payment and performance of all Guaranteed Obligations; provided that, in the event that demand for payment of the Guaranteed Obligations is made by the Agent or any other Secured Creditor pursuant to this Agreement, the Agent's and the Lenders' recourse shall be limited as set forth in Section 2.3.

2.2 Indemnity

Subject to Section 2.3, the Pledgor shall, as a separate and distinct obligation, indemnify and save each of the Secured Creditors harmless from and against any losses which may arise by virtue of any of the Guaranteed Obligations being or becoming for any reason whatsoever in whole or in part:

(a) void, voidable, ultra vires, illegal, invalid, ineffective or otherwise unenforceable by the Agent in accordance with its terms, or

(b) released or discharged by operation of law

(all of the foregoing collectively, an "**Indemnifiable Circumstance**"). For greater certainty, these losses shall include without limitation the amount of all Guaranteed Obligations which would have been payable by the Pledgor but for the existence of an Indemnifiable Circumstance, but shall not include any losses suffered by a Secured Creditor due to its own gross negligence or wilful misconduct.

2.3 Limitation as to Recourse

Notwithstanding anything contained herein or in any other Financing Document to the contrary, the recourse of the Secured Creditors against the Pledgor in respect of the Guaranteed Obligations, the Indemnified Amounts and all other amounts payable hereunder (including, without limitation, any amounts payable under Article 9) shall be limited to the Secured Creditors enforcing their rights and remedies hereunder in respect of the Security Interest in the Collateral. The Pledgor shall not be liable for any deficiency resulting from such enforcement or otherwise.

2.4 Pledgor Liable as Principal

Subject to Section 2.3, if, and to the extent that, any amount in respect of the Guaranteed Obligations is not recoverable from the Pledgor under this Agreement on the basis of a guarantee for any reason, then, notwithstanding any other provision of this Agreement, the Pledgor shall be liable to the Secured Creditors as principal debtor and not as surety only, and will not plead or assert to the contrary in any action taken by a Secured Creditor in enforcing this Agreement.

2.5 Continuing Guarantee and Indemnity

Subject to Section 2.3, the guarantee and indemnity herein shall be a continuing guarantee of the payment and performance of all the Guaranteed Obligations and a continuing indemnity for the payment of all Indemnified Amounts and shall apply to and secure any ultimate balance thereof due or remaining unpaid to the Agent. The guarantee and indemnity herein shall not be considered as wholly or partially satisfied by the intermediate payment or satisfaction at any time of all or any part of the Guaranteed Obligations or Indemnified Amounts. All dividends, compositions and payments received by the Agent, for the benefit of the Secured Creditors, from the Borrowers or any other Person shall be applied as payments in gross without any right on the part of the Pledgor to claim the benefit of any such dividends, compositions or payments until payment in full of all Guaranteed Obligations and Indemnified Amounts.

2.6 Reinstatement

The guarantee and indemnity herein shall be reinstated if at any time any payment of any Guaranteed Obligations or Indemnified Amounts is rescinded or must otherwise be returned by the Agent or a Lender for any reason whatsoever, all as though such payment had not been made. A Secured Creditor may concede or compromise any claim that such payment ought to be rescinded or otherwise returned, without discharging, diminishing or in any way affecting the liability of the Pledgor hereunder or the effect of this Section 2.6.

ARTICLE 3
ENFORCEMENT

3.1 Demand

Upon the occurrence and during the continuance of an Event of Default, the Pledgor shall, on demand being made by the Agent in accordance with the terms of the Credit Agreement forthwith pay to the Agent, for the account of the Secured Creditors, or perform or cause the performance of, all Guaranteed Obligations for which such demand was made. All Indemnified Amounts shall be payable by the Pledgor to the Agent, for the account of the Secured Creditors, forthwith upon demand being made by the Agent in accordance with the terms of the Credit Agreement. A written statement of an officer of the Agent as to the amount of Guaranteed Obligations or Indemnified Amounts remaining unpaid to the Secured Creditors at any time shall be *prima facie* evidence thereof absent manifest error.

3.2 Stay of Acceleration, etc.

If acceleration of the time for payment, or the liability of the Borrowers to make payment, of any amount specified to be payable by the Borrowers in respect of the Guaranteed Obligations is stayed, prohibited or otherwise affected upon any Proceedings or other event affecting a Borrower or payment of any of the Guaranteed Obligations by the Borrowers, all such amounts otherwise subject to acceleration or payment shall nonetheless be deemed for all purposes of this Agreement to be and to have become due and payable by the Borrowers and shall be payable by the Pledgor under this Agreement immediately forthwith on demand by the Agent.

3.3 Interest

All amounts payable by the Pledgor under this Agreement shall bear interest payable by the Pledgor from the date of demand for payment, both before and after default and judgment, at the Default Rate.

3.4 Right to Immediate Payment or Performance

Neither the Agent nor any other Secured Creditor shall be bound to make any demand on or to seek or exhaust its recourse against the Borrowers or any other Person or to realize on any Security before being entitled to demand payment from or performance by the Pledgor and enforce its rights under this Agreement and the Pledgor hereby renounces all benefits of discussion and division, provided that no Secured Creditor shall make demand upon the Pledgor except in accordance with the terms of the Credit Agreement.

ARTICLE 4
SECURITY INTEREST

4.1 Security Interest

As general and continuing security for the payment and performance of the Secured Obligations, the Pledgor hereby grants to the Agent, for the benefit of the Secured Creditors, by way of security interest, pledge, charge, assignment and hypothec, a security interest (the "**Security Interest**") in the following (collectively, the "**Collateral**"):

(a) the Pledged Property;

(b) all Intercompany Debt;

(c) all certificates and instruments evidencing or representing the Pledged Property or Intercompany Debt;

(d) all interest, dividends and distributions (whether in cash, kind or stock) received or receivable upon or with respect to any of the Pledged Property or Intercompany Debt and all moneys or other property payable or paid on account of any return or repayment of capital with respect to any of the Pledged Property, Intercompany Debt or otherwise distributed with respect to the Pledged Property or Intercompany Debt, or which will in any way be charged to, or payable or paid out of, the capital of the Pledged Security Issuer on account of any such Pledged Property or Intercompany Debt;

(e) all other property that may at any time be received or receivable by or otherwise distributed to the Pledgor with respect to, or in substitution for, or in exchange or replacement for, any of the foregoing; and

(f) all proceeds of any of the foregoing.

Provided that, for greater certainty, all cash dividends, interest, principal payments or other forms of cash distributions received by the Pledgor in accordance with the Credit Agreement are excluded from the definition of Collateral and as such are not intended by the Pledgor or the Agent to be subject to the Security Interest.

4.2 Attachment

The Pledgor acknowledges that value has been given and that it has rights in the Collateral (other than after-acquired Collateral). The Security Interest is intended to attach, as to all of the Collateral (other than after-acquired Collateral which shall attach when acquired), upon the execution by the Pledgor of this Agreement, whether or not the Secured Obligations or any part thereof are owing or in existence before or after the date of this Agreement. Neither the execution of, nor any filing with respect to, this Agreement shall obligate a Lender to make any advance or loan or further advance, or bind a Lender to grant or extend any credit to the Borrowers or any other Person.

4.3 Subsequently Acquired Collateral

To the extent the Pledgor acquires, by way of amalgamation or otherwise, any additional Collateral at any time or from time to time after the date hereof, such Collateral will automatically (and without any further action being required to be taken by the Agent) be subject to the Security Interest. The Pledgor will take, or cause to be taken, as promptly as practicable and, in any event within five (5) Business Days after it obtains such additional Collateral, all steps and actions as the Agent reasonably deems necessary or advisable to ensure that the additional Collateral is delivered to the Agent.

ARTICLE 5
PLEDGOR NOT TO COMPETE

5.1 Postponement of Debts

All liabilities and indebtedness, present and future, absolute or contingent, of the Obligors to the Pledgor following the occurrence of an Event of Default (of which the Pledgor has received notice) which is continuing, are postponed to the payment and performance in full of the Guaranteed Obligations, the Indemnified Amounts and all other amounts payable hereunder and all monies received by the Pledgor in respect thereof, and shall be received in trust for the Agent and forthwith upon receipt shall be paid over to the Agent, the whole without in any way lessening or limiting the liability of the Pledgor under this Agreement. Such postponement is independent of the guarantee and indemnity herein and shall remain in full force and effect until the Secured Creditors have received payment and performance in full of all Guaranteed Obligations, all Indemnified Amounts and all other amounts payable hereunder. For greater certainty, until the occurrence of an Event of Default that is continuing, the Pledgor may receive any payments contemplated by this Section 5.1, provided they are not prohibited under the Credit Agreement.

5.2 Pledgor Not to Compete

The Pledgor shall not:

(a) take any security or dividend (except for Distributions permitted under the Credit Agreement) from any Borrower or any other Person liable directly or as surety for all or any part of the Guaranteed Obligations;

(b) have a claim in any Proceedings of or affecting the Borrower or any other Person liable directly or as surety for all or any part of the Guaranteed Obligations that is *pari passu* or senior in right of payment to any claim of the Secured Creditors under the Credit Agreement or any other Financing Document; for greater certainty, the Pledgor may take any action necessary to preserve a claim that is subordinate in right of payment to the claims of the Secured Creditors in any such Proceedings, including, without limitation, making any filings that are required to preserve such a claim;

(c) assert any right (including without limitation any right of set-off, right of indemnity or reimbursement or right of contribution, and any right whether or not

the right arises under any security) against a Borrower or any other Person liable directly or as surety for all or any part of the Guaranteed Obligations; or

(d) have any right of subrogation to a Secured Creditor, or be otherwise entitled to claim the benefit of any Security now or hereafter held by the Agent or any other Secured Creditor, in respect of the Guaranteed Obligations,

until the Secured Creditors have received payment and performance in full of all Guaranteed Obligations, all Indemnified Amounts and all other amounts payable hereunder. Any money, security, or other personal or real property taken or received by the Pledgor in contravention of this Section 5.1 shall be held by the Pledgor in trust for the Agent and shall be delivered or transferred to the Agent on demand.

ARTICLE 6
AGREEMENTS OF THE PLEDGOR

6.1 Restrictions on Dealing with Collateral

The Pledgor agrees that it shall not, without the prior consent in writing of the Agent or unless expressly permitted under the terms of the Credit Agreement:

(a) sell, assign, relinquish, transfer, exchange or otherwise dispose of Collateral; or

(b) create, assume, permit or suffer to exist any Lien upon Collateral other than the Security Interest or agree to pledge, encumber, mortgage, charge or otherwise deal with any of its interest in the Collateral.

No provision hereof shall be construed as a subordination or postponement of the Security Interest to or in favour of any other Lien, whether or not such Lien is permitted hereunder or otherwise.

6.2 Registration, Delivery, Endorsement

The Pledgor will deliver to and deposit with the Agent any and all certificates, notes and other instruments evidencing the Collateral, together with, in each case, a stock power duly endorsed in blank for transfer or other undated instruments of transfer satisfactory to the Agent and duly executed in blank and such other instruments and documents as the Agent may reasonably request. Upon the occurrence of an Event of Default which is continuing, the Pledgor authorizes the Agent to transfer such of the Collateral as is registrable to be registered in the name of the Agent or its nominee.

6.3 Notices and Other Communications in Respect of Collateral

The Pledgor shall deliver promptly to the Agent copies of all notices or other communications received by the Pledgor in respect of the Collateral that could reasonably be construed to be relevant to the Agent's interest as a pledgee or transferor. Until the occurrence of an Event of Default that is continuing, the Agent shall deliver promptly to the Pledgor all notices or other communications received by the Agent or its nominee in respect of the Collateral. After the

occurrence of an Event of Default that is continuing, the Pledgor waives all rights to receive any notices or communications received by the Agent or its nominee in respect of the Collateral.

6.4 Voting and Other Rights; Distributions

(a) Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the Credit Agreement:

(i) the Pledgor shall be entitled to exercise, either directly or, if the Collateral is registered in the name of the Agent or its nominee, by power of attorney or proxy to be provided upon request in an appropriate form by the Agent, all the rights and powers of a holder of such securities including, without limitation, the right to vote from time to time exercisable in respect of the Collateral and to give proxies, consents and waivers in respect thereof. No such action may be taken if it would be prejudicial to the interests of the Agent under this Agreement, would violate the Credit Agreement or this Agreement, would impair the validity, perfection or priority of the Security Interest, or would have the effect of reducing the value of the Collateral as security for the Secured Obligations or imposing any restriction on the transferability of any of the Collateral; and

(ii) the Pledgor shall be entitled to receive all cash dividends, interest, principal payments and other forms of cash distributions declared and paid or distributed in respect of the Collateral in accordance with the Credit Agreement, but any and all stock and/or liquidating dividends, distributions of property, returns of capital or other distributions made on or with respect to the Pledged Securities, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of the Pledged Security Issuer or received in exchange for the Pledged Securities or any part thereof or as a result of any amalgamation, merger, consolidation, acquisition or other exchange of property to which the Pledged Security Issuer may be a party or otherwise, and any and all cash and other property received in exchange for any Pledged Securities shall be and become part of the Collateral subject to the Security Interest and, if received by the Pledgor, shall forthwith be delivered to the Agent or its nominee (accompanied, if appropriate, by proper instruments of assignment and/or stock powers of attorney executed by the Pledgor in accordance with the Agent's instructions) to be held subject to the terms of this Agreement.

(b) Upon the occurrence of an Event of Default which is continuing and subject to the terms of the Credit Agreement:

(i) no proxy granted by the Agent or its nominee to the Pledgor or its nominee pursuant to clause (a) above shall thereafter be effective;

(ii) the Pledgor shall have no rights to vote or take any other action with respect to any Collateral;

(iii) the Agent may, but shall not be obliged to, vote and take all other action with respect to any Collateral; and

(iv) the Pledgor shall cease to be entitled to receive any dividends, interest, principal payments or any other form of distribution in respect of the Collateral.

(c) For greater certainty, the provisions of Section 6.4 are intended by the Pledgor and the Agent to establish that all cash dividends, interest, principal payments or other forms of cash distributions received by the Pledgor in accordance with the Credit Agreement prior to notice to the Pledgor of an Event of Default are excluded from the definition of Collateral and as such are not intended by the Pledgor or the Agent to be subject to the Security Interest.

6.5 Representations and Warranties of the Pledgor

The Pledgor hereby represents and warrants to the Agent (for the benefit of the Secured Creditors) that:

(a) as of the date hereof, all of the information set out in Schedule A is accurate and complete;

(b) the Pledgor is duly formed or incorporated and existing under the laws of its jurisdiction of formation or incorporation, as applicable;

(c) this Agreement constitutes a legal, valid and binding obligation of the Pledgor, enforceable against it in accordance with its terms (except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally and by principles of equity);

(d) the entering into of this Agreement and the performance by the Pledgor of its obligations hereunder does not and will not contravene, breach or result in any default under the organizational documents of the Pledgor or any requirement of Applicable Law, or result in the creation of any Lien (other than the Security Interest);

(e) no authorization, consent or approval of, or filing with or notice to, any Governmental Authority is required in connection with the execution and delivery of this Agreement by the Pledgor or the performance of this Agreement by the Pledgor;

(f) there is no court, administrative, regulatory or similar action (whether civil, quasi-criminal, or criminal), arbitration or other dispute settlement procedure, investigation or enquiry by any Governmental Authority, or any similar matter or action against or involving the Pledgor, whether in progress or threatened, which,

if determined adversely to the Pledgor, would materially adversely affect its ability to perform any of the provisions of this Agreement;

(g) the Pledgor is not insolvent, bankrupt or proceeding with a wind-up, whether voluntary or involuntary;

(h) the Pledgor does not have or use a French form of name or a combined English and French form of name;

(i) the Pledgor is the registered and beneficial owner of the Pledged Property;

(j) there are no restrictions on the voting rights associated with, or upon the transfer of, any of the Pledged Property other than as set out in the organizational documents of the Pledged Security Issuer, or required by Applicable Law;

(k) all necessary approvals and consents have been obtained in order to permit the Pledgor to subject the interest of the Pledgor in the Collateral to the Security Interest and to permit the transfer of the Pledged Property and any other property forming part of the Collateral from time to time to the Agent or its nominee or any other Person in the event of realization in accordance with the provisions of Article 7 hereof;

(l) the Pledged Securities are the sole property of the Pledgor free from any Liens or any rights of others other than Permitted Liens;

(m) this Agreement creates a valid first perfected security interest in the Collateral subject to any Permitted Liens; and

(n) other than the organizational documents of the Pledged Security Issuer, there is no existing agreement, option, right or privilege capable of becoming an agreement or option pursuant to which the Pledgor could be required to sell or otherwise dispose of any of the Pledged Property.

6.6 Survival of Representations and Warranties

All representations and warranties made by the Pledgor in Section 6.5 (a) are material, (b) shall be considered to have been relied on by the Secured Creditors, and (c) shall survive the execution and delivery of this Agreement or any investigation made at any time by or on behalf of a Secured Creditor and any disposition or payment of the Secured Obligations until the Secured Obligations are paid and performed in full.

6.7 Covenants of the Pledgor

The Pledgor covenants with the Agent (for the benefit of the Secured Creditors) that the Pledgor shall:

(a) comply with all of the provisions, covenants and agreements contained in the Credit Agreement to the extent that such provisions, covenants and agreements

apply to the Pledgor, and shall take or refrain from taking, as the case may be, all actions that are necessary to be taken or not taken so that there is no violation of any provision, covenant or agreement contained in the Credit Agreement, and no Event of Default is caused by the actions of the Pledgor;

(b) deliver to the Agent any and all security certificates and other materials as may be required from time to time to provide the Agent with control over all Pledged Property in the manner provided in the STA;

(c) if the organizational documents of the Pledged Security Issuer restrict the transfer of the Equity Securities of the Pledged Security Issuer, then the Pledgor shall deliver, or cause to be delivered, to the Agent a certified copy of a resolution of the directors, shareholders, unitholders or partners of the Pledged Security Issuer consenting to the transfer(s) contemplated by this Agreement, including any prospective transfer of the Collateral by the Agent upon a realization of the Security Interest;

(d) preserve, protect and defend in all material respects the Collateral, including, if appropriate (in the reasonable judgement of the Pledgor), prosecution of suits to enforce any right of the Pledgor and enforcement of any claims with respect thereto;

(e) pay all taxes, rates, levies, assessments and other charges of every kind that are lawfully levied assessed or imposed against or in respect of it or the Collateral when the same becomes due and payable; and

(f) notify the Agent promptly, in reasonable detail, of any:

(i) acquisition after the date of this Agreement of any right, title or interest in any Pledged Property or Intercompany Debt;

(ii) change in the location of the jurisdiction of formation or incorporation, or registered office, of the Pledgor;

(iii) change in the name of the Pledgor;

(iv) merger, consolidation or amalgamation of the Pledgor with any other Person;

(v) Lien (other than Permitted Liens) on, or claim asserted against, any of the Collateral; or

(vi) any loss or impairment of the Collateral.

The Pledgor shall not effect or permit any of the changes referred to in clauses (ii) through (iv) above unless all filings have been made and all other actions taken (to the extent, for greater certainty, such filings and actions may be taken prior to such changes) that are required in order for the Agent to continue at all times

following such change to have a valid and perfected first priority security interest with respect to all of the Collateral.

6.8 Perfection of Security

The Pledgor authorizes the Agent to file such financing statements and other documents and do such acts, matters and things as the Agent may consider necessary to perfect the Security Interest.

ARTICLE 7
REMEDIES

7.1 Remedies Available

(a) Upon the occurrence of an Event of Default which is continuing and in accordance with the Credit Agreement, the Agent may proceed to enforce payment and performance of the Secured Obligations and to exercise any or all of the rights and remedies contained in this Agreement or otherwise afforded by contract or by law, in equity or otherwise. The Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Agent expressly retains all rights and remedies not inconsistent with the provisions in this Agreement including all the rights it may have under the PPSA. Without limitation, upon the occurrence and continuance of any Event of Default:

(i) **Dealing with Collateral** - Subject to Applicable Law, the Agent may seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Agent advisable and without notice to the Pledgor. The Agent may charge on its own behalf and pay to others reasonable sums for expenses incurred and for services rendered (expressly including legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Secured Obligations.

(ii) **Disposal** - Without limiting the generality of clause (i) above, the Pledgor acknowledges that when disposing of any investment property constituting Collateral, the Agent may be unable to effect a public sale of any or all of the investment property, or to sell any or all of the Pledged Property as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the investment property, by reason of certain prohibitions contained in applicable securities laws, but may be compelled to resort to one or more private sales to a restricted group of purchasers

who will be obliged to agree, among other things, to acquire such investment property as principal and to comply with other resale restrictions provided for under applicable securities laws. The Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Agent shall be under no obligation to delay a sale of any of the investment property for the period of time necessary to permit the issuer of any such Pledged Property to qualify such investment property for public sale under applicable securities laws, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the investment property.

(iii) **Payment of Liens** - The Agent may pay any Liens that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Secured Obligations.

(iv) **Collection of Accounts** - The Agent may give notice of the Security Interest to any Pledged Security Issuer obligated to pay any debt or liability constituting Collateral and to direct such Person to make all payments on account of any such debt or liability to the Agent.

(v) **Proceedings** - The Agent may demand, commence, continue or defend proceedings in the name of the Agent or in the name of the Pledgor for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of, or otherwise enforcing rights, powers or remedies with respect to, the Collateral and to give effectual receipts and discharges therefor.

(vi) **Foreclosure** - The Agent may foreclose upon the Collateral.

(b) The Agent may exercise any and all of its rights, powers and remedies hereunder directly or through its agents or nominees.

(c) To the extent that Applicable Law imposes duties on the Agent to exercise remedies in a commercially reasonable manner and without prejudice to the ability of the Agent to dispose of the Collateral in any such manner, the Pledgor acknowledges and agrees that it is not commercially unreasonable for the Agent to (or not to) (i) to the extent deemed necessary by the Agent, obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Agent in the collection or disposition of any of the Collateral, (ii) dispose of Collateral in whole or in part, (iii) dispose of Collateral to a customer of the Agent, and (iv) establish an upset or reserve bid price with respect to Collateral.

7.2 Possession of Collateral

The Pledgor acknowledges that upon the occurrence of an Event of Default which is continuing and in accordance with the Credit Agreement, the Agent may at any time take possession of Collateral wherever it may be located and by any method permitted by Applicable Law.

7.3 Power of Attorney

The Pledgor hereby irrevocably constitutes and appoints the Agent (and any officers or agents thereof) as the Pledgor's true and lawful attorney solely for the purpose set out in this Section 7.3. As the attorney of the Pledgor, the Agent has the power, upon the occurrence of an Event of Default which is continuing and in accordance with the Credit Agreement, for and in the name of the Pledgor, with full power of substitution, to execute, deliver and do all such acts, deeds, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Pledgor has herein agreed to execute, deliver and do or as may be required by the Agent to give effect to this Agreement or in the exercise of any rights, powers or remedies hereby conferred on the Agent, and generally to use the name of the Pledgor in the exercise of all or any of the rights, powers or remedies hereby conferred on the Agent. The Pledgor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration. This appointment shall not be revoked by the insolvency or bankruptcy, dissolution, liquidation or other termination of the existence of the Pledgor or for any other reason. The Pledgor hereby ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Agent or any of the Agent's sub-agents, nominees or attorneys do or purport to do in exercise of the power of attorney granted to the Agent pursuant to this Section.

7.4 Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity. Any single or partial exercise by the Agent of any right or remedy in respect of a default or breach of any term, covenant or condition contained herein shall not be deemed to be a waiver thereof or to alter, affect or prejudice any other right or remedy or other rights or remedies to which the Agent may be lawfully entitled for such default or breach. Any waiver by the Agent of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained and any indulgence granted by the Agent shall be effective only in the specific instance and for the purpose of which it was given and shall be deemed not to be a waiver of any rights and remedies of the Agent hereunder as a result of any other default or breach hereunder. No delay or omission by the Agent in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy.

7.5 Limitation of Liability

(a) Nothing herein contained shall render the Agent (and its officers, directors, employees and agents and all of its heirs, executors, administrators, successors and assigns) liable to any Person for the fulfillment or non-fulfillment of the obligations, covenants, agreements and undertakings of the Pledgor under any

Collateral. The Agent shall not be liable for any exercise or any failure to exercise its rights, powers or remedies arising hereunder or otherwise, including, without limitation, taking possession of, collecting, enforcing, realizing, selling or otherwise disposing of, preserving or protecting the Collateral, or taking any steps or proceedings for any such purposes or any failure to do any of the foregoing except for gross negligence and wilful misconduct. The Agent shall not have any obligation to examine any notices or other communications with respect to the Collateral or to advise the Pledgor of the expiry of any warrants, options or other rights in respect of or comprising the Collateral or to advise the Pledgor of any other matter relating to any Persons which are issuers of any Collateral, and the Agent shall not have any obligation to take any steps or proceedings to preserve rights against prior parties to or in respect of the Collateral, whether or not in the Agent's possession. The Agent may perform any of its rights and duties hereunder by or through agents and is entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its rights and duties hereunder.

(b) The Pledgor shall indemnify the Secured Creditors, their nominees and agents and any other Persons for whom any of them is in law responsible against all costs, expenses, liabilities, claims, demands, damages, losses, actions and proceedings of any kind which the Secured Creditors, their nominees or agents and any other Persons for whom any of them is in law responsible may suffer or incur by reason of the Agent being now or hereafter a holder, or registered as owner, of the Collateral, other than costs arising as a result of, and to the extent that such costs are caused by, the gross negligence or wilful misconduct of a Secured Creditor.

(c) Under no circumstances whatsoever shall the Agent be under any obligations to expend or risk its own funds in the fulfillment of its duties hereunder. The Agent shall not be liable in connection with the performance of its duties hereunder except for its own gross negligence or wilful misconduct.

7.6 Notice of Sale

Unless required by Applicable Law, the Agent shall not be required to give the Pledgor any notice of any sale or other disposition of the Collateral, the date, time and place of any public sale of Collateral or the date after which any private disposition of Collateral is to be made.

ARTICLE 8
PROTECTION OF AGENT

8.1 Defects in Creation of Guaranteed Obligations

The Agent shall not be concerned to see or enquire into the capacity and powers of the Borrowers or their directors, officers, partners, employees, or agents acting or purporting to act on its behalf. All obligations, liabilities and indebtedness purporting to be incurred by the Borrowers in favour of the Secured Creditors shall be deemed to form part of the Guaranteed Obligations even though a Borrower may not be a legal entity or the incurring of such

obligations, liabilities or indebtedness was irregularly, fraudulently, defectively or informally effected or in excess of the capacity or powers of the Borrowers or their directors, officers, partners, employees or agents and notwithstanding that the Agent has specific notice of the capacity and powers of the Borrowers or their directors, officers, partners, employees, or agents.

8.2 Liability Absolute

The liability of the Pledgor hereunder shall be absolute and unconditional and shall not be discharged, diminished or in any way affected by:

(a) any amalgamation, merger, consolidation or reorganization of a Borrower, the Pledgor or a Secured Creditor, or any continuation of a Borrower, the Pledgor or any Secured Creditor from the statute under which it now or hereafter exists to another statute whether under the laws of the same jurisdiction or another jurisdiction;

(b) any change in the name, business, objects, capital structure, ownership, organizational documents or resolutions of a Borrower, the Pledgor or any Secured Creditor, including without limitation any transaction (whether by way of transfer, sale or otherwise) whereby all or any part of the undertaking, property and assets of a Borrower, the Pledgor or any Secured Creditor becomes the property of any other Person;

(c) if applicable, any change in the membership of a Borrower or the Pledgor due to the removal or introduction of one or more partners;

(d) any Proceedings of or affecting the Borrower, the Pledgor, any Secured Creditor or any other Person and any court orders made or action taken by the Borrower, the Pledgor, any Secured Creditor or any other Person under or in connection with those Proceedings, whether or not those Proceedings or orders or that action results in any of the matters described in Sections 8.3(a)(i) to (viii) occurring with or without the consent of the Agent;

(e) the current existence or subsequent occurrence of an Indemnifiable Circumstance;

(f) any defence, counterclaim or right of set-off available to a Borrower;

(g) the fact that a Borrower ceases to be liable for any reason whatsoever to a Secured Creditor in respect of all or any part of the Guaranteed Obligations (otherwise than by reason of the payment and performance in full of the Guaranteed Obligations) or the fact that a court determines that the liability of the Borrowers to the Secured Creditors in respect of all or any part of the Guaranteed Obligations has been satisfied or is deemed to have been satisfied (except in circumstances where payment of those Guaranteed Obligations has been received by the Agent); and

(h) any other circumstance which might otherwise constitute in whole or in part a defence available to, or a discharge of, the Pledgor, a Borrower or any other

Person in respect of the Guaranteed Obligations or the liability of the Pledgor hereunder (otherwise than by reason of the payment and performance in full of the Guaranteed Obligations).

8.3 Dealings by the Secured Creditors

(a) The Secured Creditors may from time to time in their absolute discretion in accordance with the Financing Documents, without discharging, diminishing or in any way affecting the liability of the Pledgor or the rights, powers and remedies of the Agent hereunder:

(i) advance any funds to the Borrowers or make or continue to make any credit facilities available to the Borrowers constituting or relating to the Guaranteed Obligations;

(ii) permit any increase or decrease, however significant, of the Guaranteed Obligations or otherwise supplement, amend, restate or substitute, in whole or in part, however significant, the Guaranteed Obligations, the Credit Agreement or any other agreement relating to any of the foregoing or, in whole or in part, terminate the availability of any credit facilities relating to, or demand repayment of any Guaranteed Obligations;

(iii) enforce or take action under or abstain from enforcing or taking action under the Credit Agreement or any other Financing Documents;

(iv) receive, give up, subordinate, release or discharge any Security; supplement, amend, restate, substitute, renew, abstain from renewing, perfect or abstain from perfecting or maintaining the perfection of any Security; enforce, take action under or realize in any manner or abstain from enforcing, taking action under or realizing any Security; deal with or abstain from dealing with all or any part of the undertaking, property and assets covered by any Security or allow or abstain from allowing the Borrowers or other Persons to deal with all or any part of such undertaking, property and assets;

(v) renew all or any part of the Guaranteed Obligations or grant extensions of time or any other indulgences to the Borrowers or to any other guarantor or other Person liable directly or as surety for all or any part of the Guaranteed Obligations;

(vi) accept or make any compositions or arrangements with or release, discharge or otherwise deal with or abstain from dealing with the Borrowers or any other guarantor or other Person liable directly or as surety for all or any part of the Guaranteed Obligations;

(vii) in whole or in part prove or abstain from proving a claim of a Secured Creditor (as applicable) in any Proceedings of or affecting a Borrower, any

other guarantor or any other Person liable directly or as surety for all or any part of the Guaranteed Obligations; and

(viii) agree with the Borrower, any other guarantor or any other Person liable directly or as surety for all or any part of the Guaranteed Obligations to do anything described in clauses (i) to (vii) above,

whether or not any of the matters described in clauses (i) to (viii) above occur alone or in connection with one or more other such matters.

(b) In no case will the liability of the Pledgor hereunder be discharged, diminished or in any way affected as a result of any default under, or breach by the Agent or any other Secured Creditor or its agents of, (i) the Credit Agreement or any Security, (ii) any Applicable Law, or (iii) any other obligation or duty binding the Agent, a Lender or their agents in connection with the foregoing.

(c) No loss of or in respect of any Security for the Secured Obligations or any part thereof, whether occasioned through the fault of a Secured Creditor or otherwise, shall discharge, diminish or in any way affect the liability of the Pledgor hereunder. Neither the Agent, any other Secured Creditor nor any of their directors, officers, employees, or agents or any receiver or receiver-manager appointed by it or by a court shall have any liability, whether in tort, contract or otherwise, for any neglect or any act taken or omitted to be taken by the Agent or such other Secured Creditor or by any of such other Persons (other than its own gross negligence or wilful misconduct) in connection with the Secured Obligations or any part thereof or any Security or any part thereof including without limitation any of the matters described above in this Section 8.3. To the extent permitted by Applicable Law, the Pledgor waives all rights it may have as surety, whether at law, in equity or otherwise, that are inconsistent with the provisions of this Agreement.

8.4 Waiver of Notice

The Pledgor expressly waives any right to receive notice of the existence or creation of all or any of the Guaranteed Obligations and presentment, demand, notice of dishonour, protest, notice of any of the events or circumstances described in Sections 8.1, 8.2 or 8.3 and all other notices whatsoever in respect of the Guaranteed Obligations except to the extent, if at all, that the PPSA or other Applicable Law requires notice to be given to the Pledgor in connection with any disposition of Collateral by or on behalf of the Agent. The Pledgor hereby acknowledges communication to it of the terms of the Credit Agreement.

8.5 Borrower Information

The Pledgor acknowledges and agrees that the Pledgor has not executed this Agreement as a result of, by reason of, or in reliance upon, any promise, representation, statement or information of any kind or nature whatsoever given, or offered to the Pledgor, by or on behalf of the Secured Creditors or any other Person. The Pledgor acknowledges that it possesses and will possess all information with respect to the Borrowers which is and may be material to this Agreement and

that the Secured Creditors have no obligation to disclose to the Pledgor any information which any of them may now have or hereafter possess concerning the Borrowers.

8.6 The Agent

In the performance of any of its obligations hereunder, the Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

ARTICLE 9
GENERAL

9.1 Expenses, Indemnity

Subject to Section 2.3:

(a) The Pledgor shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisors) incurred by the Agent in connection with enforcement under this Agreement and in connection with the realization, disposition, retention, protection or collection of any Collateral and the protection or enforcement of the rights, remedies and powers of the Agent or any receiver.

(b) The Pledgor hereby agrees to indemnify the Agent (to the extent not reimbursed by the Borrowers), from and against any and all liabilities, 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 Agent in any way relating to or arising out of this Agreement or any action taken or admitted by the Agent under or in respect of this Agreement; provided that the Pledgor shall not be liable for any portion of such liabilities, obligations, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Agent's gross negligence or wilful misconduct. This indemnity is independent of and in addition to any right which the Agent may have to seek recovery of costs in any litigation which results in respect of this Agreement and is intended to ensure that the Agent is fully reimbursed for the fees and disbursements which may be incurred by it and its legal counsel.

(c) All amounts for which the Pledgor is required under this Agreement to reimburse the Agent or any receiver shall, from the date of disbursement until the date the Agent or the receiver receives reimbursement, be deemed advanced to the Pledgor by the Agent, and shall be deemed to be Secured Obligations secured hereby.

(d) All amounts due under this Section 9.1 shall be payable to the Agent not later than five (5) Business Days after written demand therefor.

(e) Section 9.1 shall survive the resignation or replacement of the Agent or the termination of this Agreement.

9.2 Entire Agreement

This Agreement has been entered into pursuant to the provisions of the Credit Agreement. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement then, notwithstanding anything contained in this Agreement, the provisions contained in the Credit Agreement shall prevail to the extent of such conflict or inconsistency and the provisions of this Agreement shall be deemed to be amended to the extent necessary to eliminate such conflict or inconsistency, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to the Agent (for the benefit of the Secured Creditors) under the Credit Agreement. If any act or omission of the Pledgor is expressly permitted under the Credit Agreement but is expressly prohibited under this Agreement, such act or omission shall be permitted. If any act or omission is expressly prohibited under this Agreement, but the Credit Agreement does not expressly permit such act or omission, or if any act is expressly required to be performed under this Agreement but the Credit Agreement does not expressly relieve the Pledgor from such performance, such circumstance shall not constitute a conflict between the applicable provisions of this Agreement and the provisions of the Credit Agreement.

9.3 Successors and Assigns

This Agreement shall be binding on the Pledgor and its successors and permitted assigns and shall enure to the benefit of the Agent and its successors and assigns. This Agreement shall be assignable by the Agent free of any set-off, counter-claim or equities between the Pledgor and the Agent, and the Pledgor shall not assert against an assignee of the Agent any claim or defense that the Pledgor has against the Agent, provided that such assignment is permitted by the terms of the Credit Agreement. The Pledgor may not assign its obligations under this Agreement except with the written consent of the Agent.

9.4 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in accordance with the Credit Agreement but using the addresses set forth below:

If to the Pledgor:

Wikwemikong Renewable Energy Limited Partnership
2102 Wikwemikong Way
Wikwemikong, ON P0P 2J0

Attention: Mary Lynn Odjig, President
Facsimile: 1 (705) 859-2000
Email: mlodjig@wikydevcom.ca

with a copy to:

Aird & Berlis LLP
Brookfield Place, 181 Bay Street
Suite 1800, Box 754

Toronto, ON M5J 2T9

Attention: Scott Stoll
Facsimile: (416) 863-1515
Email: sstoll@airdberlis.com

If to the Agent:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
MS: NYC60 – 1630
New York, NY 10005

Attention: Project Finance Agency Services – GSC Solar Fund I LP and GSC Solar Fund II LP
Facsimile: 732-578-4636

9.5 Additional Continuing Security

This Agreement and the Security Interest are in addition to and not in substitution for any other Security now or hereafter held by the Agent and this Agreement is a continuing agreement and security that will remain in full force and effect until discharged by the Agent.

9.6 Discharge

The Pledgor shall not be discharged from any of the Secured Obligations or from this Agreement except by a release or discharge signed in writing by the Agent. Upon discharge of the Security Interest and at the request and expense of the Pledgor, the Agent will execute and deliver to the Pledgor such releases, discharges, financing statements and other documents or instruments as the Pledgor may reasonably require and the Agent will redeliver to the Pledgor, or as the Pledgor may otherwise direct the Agent, any Collateral in its possession.

9.7 Further Assurances

The Pledgor shall at its own expense from time to time do, execute and deliver, or cause to be done, executed and delivered, all such financing statements, further assignments, documents, acts, matters and things as may be reasonably requested by the Agent for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and covenants herein contained.

9.8 Counterparts

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed to be an original and all counterparts taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by any Person by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement.

9.9 Executed Copy

The Pledgor acknowledges receipt of a fully executed copy of this Agreement.

[*The remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

WIKWEMIKONG RENEWABLE ENERGY LIMITED PARTNERSHIP, by its general partner, **2228293 ONTARIO LIMITED**

By: _____

Name: Mary Lynn Odjig

Title: President

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name: Annie Jaghatspanyan
Title: Vice President

By: _____
Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

SCHEDULE A

PLEDGOR & PLEDGED PROPERTY INFORMATION

Full legal name of Pledgor:

Wikwemikong Renewable Energy Limited Partnership

Prior names of Pledgor:

None

Predecessor companies of Pledgor:

None

Jurisdiction of incorporation or organization of Pledgor:

Ontario

Address of chief executive office of Pledgor:

2102 Wikwemikong Way, Wikwemikong, Ontario P0P 2J0

Securities, Security Entitlements, Other Equity Securities:

Securities

Pledged Security Issuer	**Type of Security**	**Number of Shares/Units**	**% of issued Securities of the same type**	**Certificate Number**
CEW L3V SOLAR III LIMITED PARTNERSHIP	Class A Units	1725 Class A	17.25%	A-2

Security Entitlements

None

Other Equity Securities

None

Intercompany Debt:

None

32371655.3

This is Exhibit "DDD" 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

GENERAL SECURITY AGREEMENT

TO: Deutsche Bank Trust Company Americas, as collateral agent for the Secured Creditors pursuant to the Credit Agreement (together with its successors and permitted assigns, the "**Collateral Agent**")

GRANTED BY: **2245073 ONTARIO INC.** (together with its successors and permitted assigns, the "**Debtor**").

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become from time to time lenders pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, the Lenders have agreed to make available to the Debtor certain credit facilities upon the terms and conditions contained therein.

B. The Debtor is required to enter into this Agreement, among others, as security for its Obligations to the Secured Creditors.

C. The security interest granted hereunder is granted in favour of the Collateral Agent as collateral agent for and on behalf of the Secured Creditors.

The parties agree as follows:

ARTICLE 1
DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

The terms "Accessions", "Account", "Account Debtor", "Chattel Paper", "Document of Title", "Equipment", "financing change statement", "financing statement", "Futures Account", "Futures Contract", "Goods", "Instrument", "Intangible", "Inventory", "Investment Property", "Money", and "Proceeds" whenever used herein have the meanings given to those terms in the PPSA.

The terms "Certificated Security", "Entitlement Holder", "Entitlement Order", "Financial Asset", "Securities Account", "Securities Intermediary", "Security", "Security Certificate", "Security Entitlement" and "Uncertificated Security" whenever used herein have the meanings given to those terms in the STA.

1.2 Definitions

Wherever used in this Agreement, capitalized terms not otherwise defined have the meanings given to them in the Credit Agreement. The following words and terms have the meanings set out below:

"**Agreement**" means this general security agreement, including all schedules, and all amendments or restatements as permitted, and references to "**Article**" or "**Section**" mean the specified Article or Section of this Agreement;

"**Collateral**" has the meaning specified in Section 2.1.

"**Contracts**" means any contracts, agreements, indentures, licences, commitments, entitlements, engagements or other arrangements, including any investment with or interest in any Person which does not constitute Investment Property, whether written or unwritten, to which the Debtor is now or subsequently a party or has a benefit, right, or in which the Debtor now has or subsequently acquires an interest.

"**Control Agreement**" means any present or future agreement or agreements entered into by the Debtor, the Collateral Agent and the applicable issuer, securities intermediary or futures intermediary, whereby the parties intend for the Collateral Agent to obtain control (as provided for in the STA) of Investment Property.

"**Credit Agreement**" has the meaning specified in the recitals.

"**Delivery**" and the corresponding term "**Delivered**" when used with respect to Pledged Securities means:

(a) in the case of Pledged Securities constituting certificated securities, transfer thereof to the Collateral Agent or its nominee by physical delivery of the security certificates to the Collateral Agent or its nominee, such Pledged Securities to be endorsed for transfer or accompanied by stock powers of attorney duly executed in blank, all in form and content satisfactory to the Collateral Agent;

(b) in the case of Pledged Securities constituting uncertificated securities, (A) the execution and delivery by the issuer thereof of an effective agreement (each, an "**Issuer Control Agreement**"), pursuant to which such issuer agrees that it will comply with instructions originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, registration thereof on the books and records of the issuer thereof in the name of the Collateral Agent or its nominee;

(c) in the case of Pledged Securities constituting security entitlements in respect of financial assets deposited in or credited to a securities account, (A) the execution and delivery by the relevant securities intermediary of an effective Blocked Accounts Agreement pursuant to which such securities intermediary agrees to comply with entitlement orders originated by the Collateral Agent or its nominee without further consent of the Debtor or any other person, or (B) with the consent of the Debtor, completion of all actions necessary to constitute the Collateral Agent or its nominee the entitlement holder with respect to each such security entitlement; and

in each case such additional or alternative procedures as may hereafter become reasonably appropriate to grant control of, or otherwise perfect a security interest in, any Pledged Securities in favour of the Collateral Agent or its nominee.

"**Financial Close**" means the date on which the conditions set out in Section 5.1 of the Credit Agreement have been satisfied or waived to the satisfaction of all of the Lenders.

"**Intellectual Property Rights**" means any patents, trademarks, service marks, designs, business names, copyrights, design rights, inventions, know-how and other intellectual property rights, whether registered or unregistered.

"**Obligations**" means all of that Debtor'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, provided that Obligations shall not include any obligation, liability or indebtedness related to any MicroFIT Project.

"**Pledged Securities**" means all Equity Securities of or in the capital stock of any entity in which an ownership interest is held by the Debtor as of the date hereof, and all Equity Securities of or in the capital stock of any entity acquired by the Debtor at any time following the date hereof.

"**PPSA**" means the *Personal Property Security Act*, R.S.O. 1990, c.P.10.

"**Relevant Property**" has the meaning specified in Section 2.4.

"**Security Interest**" has the meaning specified in Section 2.1.

"**STA**" means the *Securities Transfer Act*, 2006, S.O. 2006, c. 8, as amended.

1.3 Certain Rules of Interpretation

In this Agreement:

(a) **Governing Law.** This Agreement shall be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein and shall be treated in all respects as an Ontario contract, without reference to conflicts of laws principles. Any legal action or proceeding with respect to this Agreement may be brought in the courts of the Province of Ontario and such courts shall have jurisdiction to deal with all matters relating to the interpretation of, or enforcement of rights under this Agreement, and each of the parties hereto hereby irrevocably attorns to the non-exclusive jurisdiction of such courts without prejudice to or limitation of any other rights or remedies available under the laws of any other jurisdiction where property or assets of the Debtor may be found.

(b) **Headings.** Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(c) **Including.** Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction.** The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.

(e) **Number and Gender.** Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Severability.** If any covenant, obligation or agreement of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid, illegal or unenforceable in any jurisdiction under any Applicable Law, such invalidity, illegality or unenforceability shall not affect the remainder of this Agreement or the application of such covenant, obligation or agreement to Persons or circumstances or in other jurisdictions other than those as to which it is held invalid, illegal or unenforceable, and each covenant, obligation and agreement of this Agreement shall be separately valid, legal and enforceable to the fullest extent permitted by Applicable Law.

(g) **Statutory references.** A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation.

(h) **References to Agreements.** The term "this Agreement" refers to this agreement including all schedules, amendments, supplements, extensions, renewals, replacements, novations or restatements from time to time, in each case as permitted.

(i) **Paramountcy.** If there is a conflict, inconsistency, ambiguity or difference between any provision of this Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall prevail, and such provision of this Agreement shall be deemed to be amended to the extent only to eliminate any such conflict, inconsistency, ambiguity or difference. Any right or remedy in this Agreement which may be in addition to the rights and remedies contained in the Credit Agreement shall not constitute a conflict, inconsistency, ambiguity or difference.

1.4 Entire Agreement

This Agreement, the Credit Agreement and the other Financing Documents constitute the entire agreement between the parties and set out all the covenants, promises, warranties, representations, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement, the Credit Agreement and the other Financing Documents.

ARTICLE 2
SECURITY INTERESTS

2.1 Security Interest

As general and continuing security for the payment and the performance of its Obligations, the Debtor 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 all right, title and interest in, to and under all of the Debtor's present and after-acquired personal property, including, without limitation, all right, title and interest that the Debtor now has or may hereafter have, be

possessed of, be entitled to, or acquire, by way of amalgamation or otherwise, in all property of the following kinds (as applicable):

(i) Contracts: all present and future Contracts (including, without limitation, any present and future Project Agreements) to which the Debtor is a party, and the Debtor's right, title and interest in any authorizations, permits, consents, licences or similar approvals (including all Project Approvals) relating to a Project;

(ii) Project Agreement Security: all construction, completion and performance bonds, sureties, guarantees, letters of credit or other financial instruments and all similar contracts, instruments and agreements in favour of or for the benefit of the Debtor and any other security provided by any contractor or service provider in favour or for the benefit of the Debtor from time to time;

(iii) Collateral Accounts: the Collateral Accounts, and all amounts hereafter deposited to, and all Permitted Investments or other approved investments now or hereafter forming any part of, any of the Collateral Accounts;

(iv) Receivables: 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 to the Debtor;

(v) Inventory: all Inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all Goods held for sale or lease or furnished or to be furnished under contracts for service or used or consumed in the business of the Debtor;

(vi) Equipment: all machinery, Equipment, fixtures, furniture, plant, vehicles and other tangible personal property of whatever nature or kind which is not Inventory;

(vii) Chattel Paper: all Chattel Paper;

(viii) Documents of Title: all Documents of Title, whether negotiable or not, including without limiting the generality of the foregoing, all warehouse receipts and bills of lading;

(ix) Securities and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other Securities and all Instruments, Investment Property, Financial Assets, Securities Accounts and Security Entitlements;

(x) Intangibles: all Intangibles not otherwise described in this Section 2.1, including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property or intellectual property;

(xi) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;

(xii) Insurance: all insurance policies in which the Debtor now or hereafter has rights;

(xiii) Books, Records, Etc.: all books, papers, Accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in this Section 2.1 and all contracts, securities, Instruments and other rights and benefits in respect thereof;

(xiv) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and Accessions to any of the property described in this Section 2.1; and

(xv) Proceeds: all Proceeds and renewals of any of the foregoing Collateral 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.

The foregoing is collectively referred to herein as the "**Collateral**". Notwithstanding anything to the contrary herein, the Collateral shall not include FIT Contracts for MicroFIT Projects.

2.2 Attachment

Each of the Debtor 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 the Debtor and the Collateral Agent of this Agreement, and, as to after-acquired Collateral, as soon as the Debtor acquires rights therein. This Agreement constitutes a "security agreement" as that term is defined in the PPSA.

2.3 Leases

The last day of any term reserved by any real property lease or sub-lease, written or unwritten, or any agreement to lease or sub-lease real property, now held or subsequently acquired by the Debtor is excepted out of the Security Interest. As further security for the payment of the Obligations, the Debtor agrees that it will stand possessed of the reversion of such last day of the term and shall hold it in trust for the Collateral Agent for the purpose of this Agreement. The Debtor shall assign and dispose of the same in such manner as the Collateral Agent may from time to time direct in writing without cost or expense to the Collateral Agent. Upon any sale, assignment, sub-lease or other disposition of such lease, sub-lease or agreement to lease or sub-lease, the Collateral Agent shall, for the purpose of vesting the residue of any such term in any purchaser, sub-lessee or such other acquiror of the real property lease, sub-lease, agreement to lease or sub-lease or any interest in any of them, be entitled by deed or other written instrument to assign to such other person, the residue of any such term in place of the Debtor and to vest the residue freed and discharged from any obligation whatsoever respecting the same.

2.4 Consent

Nothing in this Agreement shall constitute an assignment or attempted assignment of any Contract or agreement to the extent that such Contract or agreement is not assignable or requires the consent of a third party to its assignment unless such consent has been obtained, due to (a) its provisions (other than a contract or agreement that is the whole of an account or chattel paper for money due or to become due), or (b) Applicable Law. In each such case, following the occurrence of an Event of Default and during the continuance thereof, the Debtor shall, unless the Collateral Agent otherwise agrees in writing, promptly, upon written request by the Collateral Agent, attempt to obtain the consent of any necessary third party to its assignment under this Agreement and to its further assignment by the Collateral Agent to any third party as a result of the exercise by the Collateral Agent of remedies. Upon such consent being obtained or waived, this Agreement shall apply to the applicable Contract or

agreement without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to assignment is obtained as provided above, the Debtor shall, to the extent it may do so at law or pursuant to the provisions of the Contract or agreement in question, hold all benefit to be derived from such Contracts or agreements in trust for the Collateral Agent (including, without limitation, the Debtor's beneficial interest in any Contract or agreement which may be held in trust for the Debtor by a third party), as additional security for the payment of the Obligations and shall deliver up all such benefit to the Collateral Agent, promptly upon demand by the Collateral Agent following the occurrence of an Event of Default and during the continuance thereof.

Notwithstanding the generality of the foregoing paragraph, the Security Interest shall not extend to, and the Collateral will not include, any authorizations, permits, consents, licences and similar approvals relating to a Project (the "**Relevant Property**") to the extent that the creation of the Security Interest therein would constitute a breach of the terms thereof or constitute a default or breach of contractual obligations of the Debtor or would be precluded or is not possible under Applicable Law, but the Debtor shall hold its interest in the Relevant Property in trust for the Collateral Agent and shall assign such Relevant Property to the Collateral Agent immediately upon obtaining the consent of any other party thereto or, if applicable, any Governmental Authority.

ARTICLE 3
OBLIGATIONS SECURED

3.1 Obligations

The Collateral constitutes and will constitute continuing security for all of the Obligations, as defined and used in the Credit Agreement, of the Debtor.

ARTICLE 4
DEBTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations and Warranties

The Debtor acknowledges that the Collateral Agent is relying upon the representations and warranties set forth in the Credit Agreement in entering into this Agreement. All representations and warranties of the Debtor made in this Agreement or in the Credit Agreement delivered by or on behalf of the Debtor to or for the benefit of the Collateral Agent are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect until there are no further Obligations. The Collateral Agent shall be deemed to have relied upon such representations and warranties notwithstanding any investigation made by or on behalf of the Collateral Agent at any time. In addition, the Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, as follows:

(a) **Legal Name.** The name of the Debtor as set out in preamble above is its correct legal name.

(b) **Uncertificated Securities.** None of the Collateral that is an interest in a partnership or a limited liability company:

(i) is dealt in or traded on any securities exchange or in any securities market;

(ii) expressly provides by its terms that it is a "security" for the purposes of the STA or any other similar provincial legislation; or

(iii) is held in a Securities Account;

except for any such Collateral of which the Collateral Agent or its nominee has "control" within the meaning of the STA.

The Debtor hereby represents and warrants to the Collateral Agent, as of the date hereof, in respect of the Pledged Securities owned by it (if applicable), as follows:

(a) It is the registered and beneficial owner of such Pledged Securities subject only to the security interests created by this Agreement, the other Financing Documents and the Permitted Liens.

(b) All Collateral consisting of Pledged Securities has been duly authorized and validly issued, is outstanding as fully paid and non-assessable, and constitutes 100% of the issued and outstanding ownership interest of the Debtor in the applicable entity.

(c) None of its rights arising as the legal and beneficial owner of such Pledged Securities have been surrendered, cancelled or terminated.

(d) There is no default or dispute existing in respect of such Pledged Securities.

(e) All such Pledged Securities are certificated and have been Delivered to the Collateral Agent.

4.2 Covenants

The Debtor acknowledges that the Collateral Agent is relying upon the covenants given by the Debtor under the Credit Agreement in connection with this Agreement and that such covenants shall be continuing covenants as provided in and subject to the terms of the Credit Agreement. In addition, unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Notification to Collateral Agent.** The Debtor shall promptly notify the Collateral Agent of:

(i) Claims and Encumbrances – Any material claim, Lien or encumbrance made or asserted against any of the Collateral other than Permitted Liens;

(ii) Loss or Damage – Material loss or damage to or loss of possession of all or a material part of the Collateral other than by disposition in accordance with the terms of the Project Agreements and the Financing Documents; and

(iii) Account Debtor Non-Performance – Any failure of any Account Debtor, any securities intermediary in respect of a Securities Account or any futures intermediary in respect of a Futures Account in payment or performance of obligations due to the Debtor which may materially affect the Collateral.

(b) **No Accessions or Fixtures.** Subject to the terms of the Project Agreements and the Financing Documents, the Debtor shall prevent the Collateral from becoming an Accession to any property other than the Collateral or from becoming a fixture unless the

Security Interest ranks prior to the interests of all other persons in the applicable real property.

Unless compliance with the following covenants is waived by the Collateral Agent in writing or unless non-compliance with any such covenants is otherwise consented to by the Collateral Agent in writing, the Debtor covenants and agrees that:

(a) **Additional Certificates**

(i) if the Debtor receives or becomes entitled to receive any security certificate, unit certificate or other instrument in respect of the Pledged Securities, the Debtor shall accept same as the Collateral Agent's agent, hold such security certificate, unit certificate or other instrument in respect of the Pledged Securities in trust for the Collateral Agent and immediately Deliver them to the Collateral Agent (or to the Collateral Agent's nominee, as the Collateral Agent may direct) in the exact form received, as additional security for the Obligations; and

(ii) if any Restricted Payment (other than as permitted under the Credit Agreement) is made in respect of the Pledged Securities or any property is distributed with respect to the Pledged Securities pursuant to the recapitalization, reclassification or reorganization of the capital of any entity in which the Debtor holds an ownership interest, the property so distributed shall be Delivered to the Collateral Agent, or its agent or nominee as the Collateral Agent may direct, to be held by it as part of the Pledged Securities.

(b) **Issuance of Pledged Securities.** The Debtor shall not permit any issuance of Pledged Securities unless such Pledged Securities are, immediately upon their issuance, pledged in favour of and Delivered to the Collateral Agent and the Debtor does, 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 additional securities within the meaning of the STA.

(c) **Defend.** The Debtor shall, on written request of the Collateral Agent, defend the Collateral Agent's right, title and security interest in and to all the Pledged Securities against the claims and demands of all other Persons.

(d) **No Granting of Control.** Subject to the provisions of the Credit Agreement, the Debtor may not:

(i) deliver any Pledged Securities that constitute uncertificated securities to any Person other than the Collateral Agent;

(ii) consent to any agreement whereby any entity in which the Debtor holds an ownership interest agrees to comply with instructions that are originated by any Person other than the Collateral Agent in respect of any Pledged Securities that constitute uncertificated securities; or

(iii) assign, transfer or grant a security interest to any other Person or in any other manner further encumber the Pledged Securities, other than pursuant to the Financing Documents or any Permitted Lien.

ARTICLE 5
RIGHTS RELATING TO SECURED PROPERTY

5.1 Debtor's Rights before Default

Until the occurrence of an Event of Default which is continuing and subject to the terms of this Agreement and the other Financing Documents, the Debtor is entitled to deal with the Collateral in the ordinary course of business, provided that, no action shall be taken which would impair the effectiveness of the Security Interest created by this Agreement or the value of the Collateral or which would be inconsistent with or violate the provisions of this Agreement or any other Financing Document. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor shall and shall be deemed to hold all Proceeds constituting Collateral in trust, separate and apart from other Money, Instruments, Investment Property or property, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full.

5.2 Voting Rights

(a) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, the Debtor may exercise all voting rights in respect of any Collateral that is Investment Property (including the Pledged Securities) ("**Applicable Investment Property**") and to give consents, waivers, directions, notices and ratifications and to take other action in respect thereof, except that no votes may be cast or consent, waiver, directions, notice or ratification given or action taken which would:

(i) impair the effectiveness of the Security Interest;

(ii) impair the value of or restrict the transferability of the Applicable Investment Property (including the Pledged Securities); or

(iii) be inconsistent with or violate any provisions of this Agreement or any other Financing Document.

(b) Until the occurrence of an Event of Default which is continuing, and subject to the Credit Agreement, if any of the Applicable Investment Property are registered or otherwise held in the Collateral Agent's or its nominee's name, the Collateral Agent, on the Debtor's written request, shall execute and deliver or cause its agent or nominee to execute and deliver to the Debtor suitable proxies, voting powers or powers of attorney in favour of the Debtor or its nominee or nominees for voting, giving consents, waivers, directions, notices or ratifications or taking any other action the Debtor is permitted to take in respect of such Applicable Investment Property.

5.3 Dividends and Distributions

Until the occurrence of an Event of Default which is continuing, the Debtor shall be entitled to receive and deal with (except as otherwise restricted by this Agreement or the Credit Agreement) any interest and regular cash dividends at any time payable on or with respect to any Applicable Investment Property to the extent such amounts are expressly permitted by the Credit Agreement, and the Collateral Agent shall immediately deliver to the Debtor such interest or regular cash dividends received by the Collateral Agent.

5.4 Rights and Duties of the Collateral Agent

Upon the occurrence of an Event of Default and during the continuance thereof, all of the Debtor's rights pursuant to Sections 5.1 and 5.2 will cease and the Collateral Agent may enforce any of the Debtor's rights with respect to any Applicable Investment Property. Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor will and will be deemed to hold all Applicable Investment Property not under the control of the Collateral Agent in trust, separate and apart from other property and assets of the Debtor, for the benefit of the Collateral Agent until all amounts owing by the Debtor to the Collateral Agent have been paid in full, and the Debtor shall forthwith Deliver any such Applicable Investment Property to the Collateral Agent, or its nominee or agent, as the Collateral Agent may direct, to the extent the Debtor has not already Delivered such Applicable Investment Property to the Collateral Agent. The Collateral Agent and its nominee shall not have any duty of care with respect to the Applicable Investment Property other than to use the same care in the custody and preservation of the Applicable Investment Property as it would with its own property. The Collateral Agent or its nominee shall have no obligation to take any steps to defend or preserve the Debtor's rights against the claims or demands of others. The Collateral Agent or its nominee, however, shall give the Debtor notice of any claim or demand of which it becomes aware to permit the Debtor to have a reasonable opportunity to defend or contest the claim or demand.

ARTICLE 6
REMEDIES

6.1 Collateral Agent's Rights and Remedies

Following the occurrence of an Event of Default and during the continuance thereof, subject to the terms of the Credit Agreement, all of the Obligations shall, at the Collateral Agent's option (as instructed by the Administrative Agent) and without notice to the Debtor, become immediately due and payable and the Collateral Agent may, upon instructions from the Administrative Agent, proceed to enforce payment and performance of the Obligations and to exercise any or all of the rights and remedies contained in this Agreement and in the Credit Agreement, (including, without limitation, the signification and collection of the Debtor's Accounts), or otherwise afforded by law, in equity or otherwise. The Collateral Agent shall have the right to enforce one or more remedies successively or concurrently in accordance with Applicable Law and the Collateral Agent expressly retains all rights and remedies not inconsistent with the provisions of this Agreement including all the rights it may have under the PPSA. The Collateral Agent shall hold all proceeds from enforcement of the rights and remedies below for the benefit of the Secured Creditors. Subject to the terms of the Credit Agreement, the Collateral Agent may, upon the occurrence of any Event of Default and during the continuance thereof, and acting on the advice of counsel or upon instructions from the Administrative Agent, to the extent permitted by Applicable Law:

(a) **Appointment of Receiver.** Appoint by instrument in writing a receiver (which term shall include a receiver, a manager or a receiver and manager) of the Debtor and of all or any part of the Collateral and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Collateral Agent, with respect to responsibility for its acts, shall, to the extent permitted by Applicable Law, be deemed the agent of the Debtor and not of the Collateral Agent. Where the "Collateral Agent" is referred to in this Article, the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver.

(b) **Enter and Repossess.** In accordance with Applicable Law, enter the Debtor's premises and repossess, disable or remove the Collateral; provided that with respect to any premises for which a Lease Agreement is in place, the Collateral Agent will comply with the terms and conditions of the rights of access granted therein or in any applicable Landlord Agreement.

(c) **Retain the Collateral.** Retain and administer the Collateral in the Collateral Agent's sole and unfettered discretion.

(d) **Dispose of the Collateral.** Dispose of any Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Debtor to the extent permitted by law. The Collateral Agent may, to the extent permitted by law, at its discretion, establish the terms of such disposition, including, without limitation, terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Obligations only as they are actually received. The Collateral Agent may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss. Any such disposition may take place whether or not the Collateral Agent has taken possession of the Collateral.

(e) **Foreclosure.** Foreclose upon the Collateral.

(f) **Investment Property.**

(i) Disposal – Without limiting the generality of Section 6.1(d), the Debtor acknowledges that when disposing of any Investment Property (including any Pledged Securities), the Collateral Agent may be unable to effect a public sale of any or all of the Investment Property, or to sell any or all of the securities as a control block sale at more than a stated premium to the "market price" of any shares, stock, instruments, warrants, bonds, debenture stock and other securities forming part of the Investment Property, by reason of certain prohibitions contained in the *Securities Act* (Ontario) and applicable laws of other jurisdictions, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Investment Property as principal and to comply with other resale restrictions provided for in the *Securities Act* (Ontario) and other applicable laws. The Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale or a control block sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Collateral Agent shall be under no obligation to delay a sale of any of the Investment Property for the period of time necessary to permit the issuer of such securities to qualify such Investment Property for public sale under the *Securities Act* (Ontario) or under applicable securities laws of other jurisdictions, even if the issuer would agree to do so, or to permit a prospective purchaser to make a formal offer to all or substantially all holders of any class of securities forming any part of the Investment Property.

(ii) Exercise of Rights – Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may elect by written notice to the Debtor and to an officer of the issuer of the Investment Property or to any securities intermediary or futures intermediary in respect of the Investment Property, as may be applicable, that all or part of the rights of the Debtor in the Investment Property including, the right to vote, give consents, entitlement orders, instructions, directions, waivers or ratifications and take other actions and receive interest or regular cash dividends, payments or other distributions, shall cease, and upon such election all such rights shall become vested in the Collateral Agent or as it may direct.

(iii) Registration and Control – Require that the Investment Property be registered in the name of the Collateral Agent or as it may direct, that delivery of the Investment Property be made to the Collateral Agent or that control of the Investment Property be obtained by the Collateral Agent, or as it may direct, in accordance with the provisions of the STA and the Collateral Agent may then, without notice, exercise any and all voting rights at any meeting of the issuers thereof and exercise any and all rights, privileges or options pertaining to the Investment Property without the consent of the Debtor as if it were the absolute owner, including the right to exchange at its discretion, any and all of the Investment Property upon the issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the issuer's exercise of any right, privilege or option pertaining to any of the Investment Property and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, securities intermediary, futures intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine.

(g) **Collection of Accounts.** Upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent, whether alone or in conjunction with the exercise of all or any other remedies contemplated by this Agreement, shall have the right, acting in a commercially reasonable manner and in accordance with the credit agreement, to notify and direct Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange to make all payments to the Collateral Agent, and the Collateral Agent shall have the right, at any time, to hold all amounts acquired from any Account Debtors and any Person obligated to the Debtor under a promissory note or bill of exchange and any Proceeds as part of the Collateral. Upon the occurrence of an Event of Default and during the continuance thereof, any payments received by the Debtor in respect of the Collateral shall be held by the Debtor in trust for the Collateral Agent in the same medium in which it was received, shall not be commingled with any assets of the Debtor and shall, at the request of the Collateral Agent be turned over to the Collateral Agent not later than the next Banking Day following the day of such request from the Collateral Agent.

(h) **Carry on Business.** Carry on or concur in the carrying on of all or any part of the business of the Debtor and may, in any event, to the exclusion of all others, including the Debtor, enter upon, occupy and use all premises of or occupied or used by the Debtor and use any of the personal property (which shall include fixtures) of the Debtor for such time and such purposes as the Collateral Agent sees fit. The Collateral Agent shall not be liable to the Debtor in respect of any related rent, costs, charges, depreciation or damage in so doing.

(i) **Payment of Encumbrances.** Pay any encumbrances or other claims that may exist or be threatened against the Collateral, and any amount so paid together with costs, charges and expenses incurred shall be added to the Obligations.

(j) **Payment of Deficiency.** If the proceeds of realization are insufficient to pay all monetary Obligations, the Debtor shall forthwith pay or cause to be paid to the Collateral Agent any deficiency and the Collateral Agent may sue the Debtor to collect the amount of such deficiency.

(k) **Dealing with Collateral.** Subject to Applicable Law, seize, collect, realize, borrow money on the security of, release to third parties, sell (by way of public or private sale), lease or otherwise deal with the Collateral in such manner, upon such terms and conditions, at such time or times and place or places and for such consideration as may seem to the Collateral Agent advisable and without notice to the Debtor. The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred and for services rendered (expressly including without limitation, legal, consulting, broker, management, receivership and accounting fees) in or in connection with seizing, collecting, realizing, borrowing on the security of, selling or obtaining payment of the Collateral and may add all such sums to the Obligations.

(l) **Disposition of Pledged Securities.** The Collateral Agent shall give to the Debtor at least three Banking Days' written notice of any sale or disposition pursuant to paragraph (d) above of any Pledged Securities. If there is a sale of Pledged Securities pursuant to paragraph (d), the Debtor agrees to provide all information, certificates and consents required under applicable securities laws or under the rules, by-laws or policies of the exchange(s) on which any of the Pledged Securities may be listed and posted for trading to permit the sale of the Pledged Securities in compliance with such applicable laws, rules, by-laws or policies.

6.2 Power of Attorney

Upon the occurrence of an Event of Default and during the continuance thereof, the Debtor constitutes and appoints the Collateral Agent from time to time, or any receiver appointed of the Debtor as provided for in this Agreement, the true and lawful attorney of the Debtor irrevocably with full power of substitution to do any and all acts and things, complete any endorsements, stock transfer powers or registrations and make and execute all such documents, acts, matters or things with the right to use the name of the Debtor whenever and wherever it may be deemed necessary or expedient in connection with the exercise of its rights and remedies set forth in this Agreement. Without limitation, the Collateral Agent or its agent is authorized to sign any financing statements and similar forms which may be necessary or desirable to perfect the Security Interest in any jurisdiction on behalf of the Debtor upon the occurrence of an Event of Default and during the continuance thereof. The Debtor declares that the irrevocable power of attorney granted in this Agreement, being coupled with an interest, is given for valuable consideration and shall terminate only upon written release by the Collateral Agent of the Debtor's obligations under this Agreement executed and delivered by the Collateral Agent (or its nominee(s)).

6.3 Assemble the Collateral

To assist the Collateral Agent in the implementation of such rights and remedies, the Debtor will, at its own risk and expense and immediately upon the Collateral Agent's request following the occurrence of an Event of Default and during the continuance thereof, assemble and prepare for removal such items

of the Collateral as are selected by the Collateral Agent as shall, in the Collateral Agent's sole judgment, have a value sufficient to cover all the Obligations.

6.4 Allocation of Proceeds

Subject to the Credit Agreement, all monies collected or received by the Collateral Agent in respect of the Collateral may be held by the Collateral Agent and may be applied on account of such parts of the Obligations in accordance with priority of payment provisions set forth in the Credit Agreement.

6.5 Waivers and Extensions

Subject to the Credit Agreement, the Collateral Agent may waive default or any breach by the Debtor of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Collateral Agent shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Debtor or the rights of the Collateral Agent resulting therefrom. Any such waiver must be in writing and signed by the Collateral Agent to be effective.

Subject to the Credit Agreement and if so instructed by the Administrative Agent, the Collateral Agent may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with the Collateral and other securities as the Collateral Agent may see fit without prejudice to the liability of the Debtor to the Collateral Agent, or the Collateral Agent's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given by the Collateral Agent to the Debtor shall operate as a waiver, alteration or amendment of the rights of the Collateral Agent or otherwise preclude the Collateral Agent from enforcing such rights.

6.6 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Collateral Agent under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Collateral Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which the Collateral Agent may be lawfully entitled for such default or breach. Any waiver by the Collateral Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained in this Agreement and any indulgence granted, either expressly or by course of conduct by the Collateral Agent 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 right or remedy of the Collateral Agent under this Agreement as a result of any other default or breach under this Agreement.

6.7 Effect of Possession or Receiver

Following the occurrence of an Event of Default and during the continuance thereof, as soon as the Collateral Agent takes possession of any Collateral or appoints a receiver, all powers, functions, rights and privileges of the Debtor with respect to the Collateral shall cease, unless specifically continued by the written consent of the Collateral Agent or the receiver.

6.8 Set-off or Compensation

In addition to and not in limitation of any rights granted now or after the date of this Agreement at law, upon the occurrence of an Event of Default and during the continuance thereof, the Collateral Agent may at any time and from time to time without notice to the Debtor (it being expressly waived by the Debtor) set-off and compensate and apply any and all Collateral to or for the credit of or the account of the Debtor, against and on account of the Obligations, even if any of them are contingent or unmatured.

6.9 Limitation of Liability

(a) The Collateral Agent shall not be liable or accountable:

(i) by reason of any entry into or taking possession of all or any of the Collateral, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or

(ii) for any failure to exercise its remedies, take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral and shall not be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Collateral Agent, the Debtor or any other person in respect of same.

(b) The Collateral Agent shall not by virtue of this Agreement be deemed to be a mortgagee in possession of the Collateral. The Debtor releases and discharges the Collateral Agent and the receiver from every claim of every nature that may arise or be caused to the Debtor or any person claiming through or under the Debtor by reason or as a result of anything done by the Collateral Agent or any successor or assign claiming through or under the Collateral Agent or the receiver under the provisions of this Agreement unless such claim is the result of gross negligence or wilful misconduct.

(c) The Collateral Agent shall not be responsible for any loss occasioned by:

(i) any sale or other dealing with the Pledged Securities (whether commercially reasonable or not, but subject to Applicable Law); or

(ii) the retention of, or failure to sell or otherwise deal with the Pledged Securities,

unless the result of gross negligence or wilful misconduct by the Collateral Agent or any receiver appointed by the Collateral Agent (including the officers, employees, servants or agents of such parties).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, demand, consent, approval or other communication required or permitted to be given in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

7.2 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by each party to this Agreement.

7.3 Enurement

This Agreement shall be binding on each of the Debtor and the Collateral Agent, and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns, and shall enure to the benefit of each of the Debtor and the Collateral Agent and each of their respective successors (including any successor by reason of amalgamation) and permitted assigns.

7.4 Further Assurances

The Debtor shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments required by the Collateral Agent as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

7.5 Continuing Security

The security constituted by this Agreement is not in substitution for any other security for the Obligations under the Financing Documents or for any other agreement between the parties creating a security interest in all or part of Collateral, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Debtor and the Collateral Agent expressly provide to the contrary in writing.

7.6 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or PDF via email and all such counterparts will together constitute one and the same agreement.

The Debtor acknowledges receiving a copy of this Agreement, and further agrees that a photocopy or PDF copy of this Agreement or of a financing statement is sufficient.

7.7 Language

The parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement*.

7.8 Security Interest Effective Immediately

The Security Interest shall take effect forthwith upon the execution of this Agreement by each of the Debtor and the Collateral Agent.

7.9 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

7.10 Discharge

(a) The security granted hereby and the obligations of the Debtor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations, following which the Collateral Agent shall, upon the written request of the Debtor and at the expense of the Debtor, release and discharge the Security Interest and execute and deliver to the Debtor such documents as shall be requisite to release and discharge the Security Interest.

(b) In the event of a disposition of Assets by the Debtor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall release and discharge the Security Interest as it relates to any property so disposed, if applicable, and execute and deliver to the Debtor such documents as shall be requisite to discharge the Security Interest as it relates to any property so disposed.

[*Signature pages to follow*]

IN WITNESS OF WHICH the parties have duly executed this Agreement.

2245073 ONTARIO INC.

By: _____
Name: Leonid Mednik
Title: President

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent
By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name: Annie Jaghatspanyan
Title: Vice President

By: _____
Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

This is Exhibit "EEE" 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

ASSIGNMENT OF MATERIAL PROJECT AGREEMENTS

BETWEEN:

2245073 ONTARIO INC. (together with its successors and permitted assigns, the "**Assignor**")

-and-

DEUTSCHE BANK TRUST COMPANY AMERICAS, by, on behalf of and as collateral agent for the Secured Creditors (together with its successors and permitted assigns, the "**Collateral Agent**")

DATE: March 19, 2018

RECITALS:

A. Pursuant to a credit agreement dated as of March 19, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**") among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the lenders named on the signature pages thereto (together with such additional persons who may become lenders from time to time pursuant to the Credit Agreement, the "**Lenders**") and the Collateral Agent, as collateral agent, the Lenders have agreed to finance, as applicable, the development, construction, acquisition, ownership, operation and maintenance of solar projects located in the Province of Ontario, Canada upon the terms and conditions contained therein.

B. The Collateral Agent is to act as collateral agent under the Credit Agreement to, *inter alia*, hold for the rateable benefit of itself and the other Secured Creditors any and all security for the payment and performance of the Assignor's obligations under the Credit Agreement and the other Financing Documents to which it is a party.

C. The Assignor is, or will become, a party to certain Material Project Agreements.

D. Pursuant to the Credit Agreement, the Assignor has agreed to assign to the Collateral Agent on its own behalf and on behalf of the other Secured Creditors all of its right, title and interest in and to the Material Project Agreements as security for the payment and performance of the Assignor's obligations to the Secured Creditors under the Credit Agreement and the other Financing Documents to which it is a party, provided that the obligations shall not include any obligation, liability or indebtedness related to any MicroFIT Projects (collectively, the "**Obligations**").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the foregoing premises, the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

Each word and expression (capitalized or not) defined or given an extended meaning in the Credit Agreement, and not otherwise defined herein, is used in this Agreement with the respective defined or extended meaning assigned in the Credit Agreement.

1.2 References to Agreements and Documents

Each reference in this Agreement to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document (including any attached schedules, appendices and exhibits) as from time to time amended, varied, supplemented, restated or otherwise modified.

1.3 Headings, Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**", "**hereunder**", and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless otherwise indicated or unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, words and expressions (including words and expressions (capitalized or not) defined or given extended meanings) in the singular include the plural and vice versa and words importing gender shall include all genders (the necessary changes being made to fit the context). The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".

1.5 References to Material Project Agreements in this Agreement

References to "**Material Project Agreements**" herein shall be deemed to refer only to those Material Project Agreements to which the Assignor is party from time to time.

ARTICLE 2

SECURITY

2.1 Grant of Security

The Assignor hereby unconditionally and irrevocably assigns, transfers, sets over and grants a security interest (the "**Security Interest**") in, to and in favour of the Collateral Agent, in trust for the rateable benefit of itself and the other Secured Creditors, as general and continuing collateral security for the payment and performance of the Obligations, all right, title, estate, interest and benefit of the Assignor in, to and under the Material Project Agreements (excluding FIT Contracts for MicroFit

Projects) and all rights, benefits, powers and advantages of the Assignor to be derived therefrom and all covenants, obligations and agreements thereunder and otherwise to enforce the rights of the Assignor thereunder in the name of the Assignor but without assumption of any liabilities thereunder until the specific assumption thereof by the Collateral Agent as contemplated by Section 2.4 or otherwise pursuant to Section 3.1 hereof.

2.2 Attachment

The Assignor acknowledges that (i) value has been given to it by the Secured Creditors, (ii) it has (or will have) rights in the Material Project Agreements, and (iii) neither it nor the Collateral Agent has agreed to postpone the time of attachment of the Security Interest.

2.3 Dealing with Material Project Agreements

This Agreement and the covenants and conditions contained herein shall take effect forthwith provided that so long as no Event of Default has occurred and is continuing and notice from the Collateral Agent to the Assignor that the security herein is being enforced and subject to the express provisions hereof and the provisions of the Credit Agreement, the Assignor may deal with the Material Project Agreements and each of the respective parties thereto in the ordinary course of business.

2.4 No Liability Until Assumption by Collateral Agent

Nothing herein contained shall render the Collateral Agent or the Secured Creditors, or their respective agents, employees or any other person for whom the Collateral Agent or the Secured Creditors are in law responsible, or any of them, liable to any person for the fulfillment or non-fulfillment of the obligations, covenants and agreements, including but not limited to the payment of any monies thereunder or in respect thereof, of the Assignor under any Material Project Agreement, arising prior to the date on which the Collateral Agent has provided to the Assignor notice that the security herein is being enforced, in whole or in part, and that the Collateral Agent (or a Receiver, as defined below) has assumed the obligations, control and administration of the said Material Project Agreement on a go-forward basis. The Assignor hereby indemnifies and agrees to save and hold harmless the Collateral Agent and the other Secured Creditors from and against any and all claims, demands, actions, causes of action, losses, suits, damages and costs whatsoever (unless caused by the gross negligence or wilful misconduct of the Collateral Agent or the other Secured Creditors) of any person arising directly or indirectly from or out of any such Material Project Agreements which exist, or arise for and in respect of the period prior to the effective assumption by the Collateral Agent (or another authorized party on the Secured Creditors' behalf) of each such Material Project Agreement, and the Assignor shall ensure each such Material Project Agreement, or a separate instrument executed by the other party to each such document, provides that the sole remedy of the other contracting party to each such Material Project Agreement shall be against the Assignor, and not the Collateral Agent or any of the other Secured Creditors, in respect of any liability incurred or arising during the period up to the effective date of assumption thereof by the Collateral Agent as aforesaid.

2.5 Notice and Registration

The Collateral Agent shall have the right at any time to serve this Agreement or notice thereof on any one or more of the other parties to the Material Project Agreements.

2.6 No Assignment if Constituting Breach

Notwithstanding any other provision of this Agreement, this Agreement shall not constitute an agreement to assign, transfer or set over any part or the whole of any Material Project Agreement if an attempted assignment thereof as contemplated hereunder without the consent of another party thereto would constitute a breach thereof, permit any person to terminate such Material Project Agreement, or in any material way affect the rights of the Assignor thereunder (unless such consent is obtained) or if such Material Project Agreement is expressly prohibited from assignment by its terms. If such consent is not obtained, or if an attempted assignment would materially affect the Assignor's rights thereunder with the result that the Collateral Agent would not obtain all such rights or if such Material Project Agreement is expressly prohibited from assignment by its terms, the Assignor shall hold all of its rights under any such Material Project Agreement in trust for the Collateral Agent and shall co-operate in any and all arrangements designed to provide to the Collateral Agent the benefits under such Material Project Agreement, including the enforcement of all rights of the Assignor thereunder against the other party or parties thereto.

2.7 Power of Attorney

(a) The Assignor irrevocably constitutes and appoints the Collateral Agent (and any of its officers) as attorney of the Assignor (with full power of substitution) to do, make and execute, in the name of and on behalf of the Assignor, after an Event of Default that is continuing, whenever the Collateral Agent may consider it to be necessary or expedient, all such further acts, documents, matters and things which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including file any claims or take any action or institute any proceedings which the Collateral Agent may deem necessary or desirable for the enforcement of the rights of the Collateral Agent hereunder. This power of attorney shall be deemed to be coupled with an interest.

(b) The Collateral Agent, as attorney of the Assignor and in its name, may, at any time and from time to time after the occurrence of any Event of Default that is continuing, exercise any of the rights, powers, authority, benefits, advantages and discretion which under the terms of the Material Project Agreements could be exercised by the Assignor with respect thereto.

(c) Following the occurrence and during the continuance of an Event of Default, if the Assignor fails to perform any obligation under any Material Project Agreement, the Collateral Agent may itself perform, or cause performance of, such obligation in the name of the Assignor, and the expenses of the Collateral Agent incurred in connection therewith shall bear interest at the highest interest rate per annum charged on the Obligations or any part thereof, shall become part of the Obligations, shall be secured under this Agreement and shall be payable by the Assignor forthwith upon demand.

ARTICLE 3

REMEDIES

3.1 Remedies

(a) Upon the occurrence of an Event of Default that is continuing and provided the Collateral Agent has given the Assignor written notice that the security herein is being enforced (it being understood that failure to give such notice shall not affect the rights and remedies

of the Collateral Agent herein), in whole or in part, the Collateral Agent will have the rights and remedies set out below, all of which rights and remedies may be exercised from time to time separately or in combination and shall be in addition to, and not in substitution for, any other rights and remedies of the Collateral Agent and the other Secured Creditors however created:

(i) appoint in writing a receiver or receiver and manager or agent (each herein referred to as a "**Receiver**") of the Material Project Agreements (which term when used in this Section 3.1 shall include all or any part of the Material Project Agreements) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Material Project Agreements; and the term "**Collateral Agent**" when used in this Article 3 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Collateral Agent in appointing or refraining from appointing any Receiver, shall not incur any liability to the Receiver, the Assignor or otherwise and shall not be in any way responsible for any misconduct or negligence of any such Receiver;

(ii) realize, sell, transfer (in whole or in part, on a temporary or absolute basis) or otherwise deal with the relevant Material Project Agreements in such manner, upon such terms and conditions and at such time or times as may seem to it advisable and without notice to the Assignor (except as otherwise required by Applicable Law);

(iii) collect, realize and apply any proceeds realized under the relevant Material Project Agreement in discharge of the Obligations as directed in writing by the Administrative Agent to the Collateral Agent and if there is any surplus remaining, the Collateral Agent may (at the written direction of the Administrative Agent) pay it to any person having a claim thereto in priority to the Assignor of whom the Collateral Agent has knowledge and any balance remaining must be paid to the Assignor, and if the realization of such proceeds fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Assignor will be liable to pay any deficiency to the Collateral Agent forthwith on demand;

(iv) give any and all notices required to be given by the Assignor under the relevant Material Project Agreements;

(v) independently manage, administer (or appoint a third party to do so) and otherwise enforce and exercise any and all rights of the Assignor under the relevant Material Project Agreements and otherwise assume any such Material Project Agreements upon notice as contemplated in Sections 2.4 and 3.1; and

(vi) in the name of the Assignor, do or cause to be done any and all acts and things under the relevant Material Project Agreements, receive and enforce performance under the relevant Material Project Agreements and adjust and settle all matters relating to such performance.

(b) The Collateral Agent may charge on its own behalf and pay to others sums for reasonable expenses incurred for services rendered (including legal advice and services) in

connection with the foregoing and such sums shall be added to the Obligations hereby secured.

(c) The Collateral Agent and the other Secured Creditors shall not be obliged, either prior to or following the assumption of any Material Project Agreements, to exercise any rights under any Material Project Agreement and in particular shall not be liable or responsible for any failure to collect, realize, sell or obtain payment of any monies owing under any Material Project Agreement and shall not be bound to institute proceedings for the purposes of collecting, realizing or obtaining payment of any monies owing under any Material Project Agreement, in each case, for the purposes of preserving any rights of the Collateral Agent, the Assignor or any other person in respect of any Material Project Agreement. The exercise of any rights and remedies by the Collateral Agent shall be without prejudice to the rights of the Collateral Agent and the other Secured Creditors in respect of the Obligations, including the right to claim for any deficiency.

(d) The Collateral Agent may grant extensions of time or other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Assignor, debtors of the Assignor, sureties and others and other security as the Collateral Agent may see fit without prejudice to any claims of the Collateral Agent or the Secured Creditors, or any of them, against the Assignor or to the rights in respect of the security hereby constituted.

3.2 Concerning the Receiver

The identity of the Receiver, its replacement and its remuneration shall be within the sole and unfettered discretion of the Collateral Agent. Any Receiver appointed by the Collateral Agent shall act as agent for the Collateral Agent for the purposes of dealing with the Material Project Agreements, but otherwise and for all other purposes (except as provided below), as agent for the Assignor.

3.3 Dealings with Third Parties

No person dealing with the Collateral Agent or any of the other Secured Creditors shall be required to determine (i) whether the security herein has become enforceable, (ii) whether the powers which such person is purporting to exercise have become exercisable, (iii) whether any money remains due to the Collateral Agent or the other Secured Creditors by the Assignor, or (iv) how any money paid to the Collateral Agent or the other Secured Creditors has been applied.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Assignor

The Assignor represents and warrants to the Collateral Agent and the other Secured Creditors that all of the representations and warranties given by the Assignor in the Credit Agreement are true and accurate.

ARTICLE 5
GENERAL

5.1 Further Assurances

The Assignor agrees to take such actions and execute and deliver such documents as may be reasonably requested by the Collateral Agent from time to time in order to give effect to the terms, conditions, provisions, purpose and intent of this Agreement.

5.2 No Merger

This Agreement shall not operate by way of a merger of the Obligations or of any guarantee, agreement or other document by which the Obligations now or at any time hereafter may be represented or evidenced. Neither the taking of any judgment nor the exercise of any power of seizure or disposition shall extinguish the liability of the Assignor to pay and perform the Obligations nor shall the acceptance of any payment or alternate security constitute or create any novation. No covenant, obligation, representation or warranty of the Assignor herein shall merge in any judgment.

5.3 No Waiver

No delay or failure by the Collateral Agent in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or future exercise thereof or the exercise of any other right.

5.4 Change

No agreement purporting to change (other than an agreement purporting to waive performance or compliance with) any provision of this Agreement shall be binding upon the parties hereto unless that agreement is in writing and signed by all of the parties hereto. No waiver of performance or compliance with any provision hereof shall be binding upon any party hereto unless such waiver is in writing signed by the parties sought to be bound thereby.

5.5 Notice

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement shall be given or made and take effect in the manner provided for notices in the Credit Agreement.

5.6 Time of the Essence

Time is and shall remain of the essence of this Agreement and each of its provisions.

5.7 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

5.8 Successors and Assigns

This Agreement and the rights and obligations of the Collateral Agent hereunder may be assigned and transferred by the Collateral Agent to any successor or replacement Collateral Agent appointed by the Secured Creditors or the Collateral Agent, as applicable, pursuant to the Credit Agreement and any such assignee and transferee shall be entitled to all of the rights and bound by all of the obligations of the Collateral Agent hereunder. The Assignor may not assign this Agreement or any right or obligation hereunder without the prior written consent of the Collateral Agent. This Agreement shall enure to the benefit of each of the Secured Creditors and any Receiver and their respective successors and assigns and shall be binding upon the Assignor, its legal representatives (including receivers) and its successors and permitted assigns. Each reference in this Agreement to any person (including the Assignor and any Secured Creditor) shall (to the extent the context so admits) be construed so as to include the successors of that person and, in the case of each of the Assignor and each Secured Creditor, the assigns of that person only as permitted by the Credit Agreement.

5.9 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment of a court of competent jurisdiction, to the fullest extent permitted by Applicable Law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction. The Assignor shall, at the request of the Collateral Agent, negotiate in good faith with the Collateral Agent to replace any invalid or unenforceable provision contained in this Agreement with a valid and enforceable provision that has the commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by Applicable Law.

5.10 Additional Continuing Security

This Agreement and the security herein are in addition to and not in substitution for any other security now or hereafter held by the Collateral Agent and the other Secured Creditors in respect of the Obligations. This Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Collateral Agent.

5.11 Discharge

(a) The security granted hereby and the obligations of the Assignor hereunder shall be discharged upon, but only upon, full payment and performance of the Obligations and, the Collateral Agent shall, upon the written request of the Assignor and at the expense of the Assignor, cancel and discharge the Security Interest and execute and deliver to the Assignor such documents as shall be requisite to discharge the Security Interest.

(b) In the event of disposition of Assets by the Assignor as permitted under Section 7.2(c) of the Credit Agreement, the Collateral Agent shall cancel and discharge the Security Interest as it relates to any property so disposed and execute and deliver to the Assignor such documents necessary to discharge the Security Interest as it relates to any property so disposed.

5.12 Credit Agreement

This Agreement has been entered into pursuant to the provisions of the Credit Agreement and is subject to all of the terms and conditions thereof and if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall govern and apply to the extent of the conflict or inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Secured Creditors under this Agreement after the security has become enforceable. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Collateral Agent and the Assignor with respect to the subject matter hereof except as expressly set forth herein or in the other Financing Documents.

5.13 The Collateral Agent

In the performance of any of its obligations hereunder, the Collateral Agent shall have all of the rights, benefits, protections, indemnities and immunities afforded to it under the Credit Agreement.

5.14 Receipt of Copy

The Assignor acknowledges receipt of an executed copy of this Agreement and copies of the verification statements pertaining to the financing statements filed under any personal property security statutes of any jurisdiction selected by the Collateral Agent in respect of this Agreement. To the extent permitted by Applicable Laws, the Assignor irrevocably waives the right to receive a copy of each financing statement or financing change statement (or any verification statement pertaining thereto) filed under any personal property security statutes by the Collateral Agent or any other Secured Creditor in respect of this Agreement and releases any and all claims or causes of action it may have against the Collateral Agent and the Secured Creditors for failure to provide any such copy.

5.15 Language

The parties hereto confirm that it is their wish that this Agreement as well as other documents relating hereto have been drawn and will be drawn in English. *Les signataires à la présente confirment leur volonté que cette convention, de même que les documents s'y rattachant, soient rédigés en anglais seulement.*

5.16 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by one party to this Agreement to the other by facsimile transmission or e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

2245073 ONTARIO INC.

By: _____

Name: Leonid Mednik
Title: President

By: _____

Name
Title

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Collateral Agent

By: DEUTSCHE BANK NATIONAL TRUST COMPANY

By: _____
Name Annie Jaghatspanyan
Title Vice President

By: _____
Name ROBERT S. PESCHLER
Title VICE PRESIDENT

This is Exhibit "FFF" 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

DEBENTURE

PRINCIPAL SUM: $337,500,000 **DATE: March 19, 2018**

1. Promise to Pay

2245073 ONTARIO INC., (together with its successors and permitted assigns, the "**Debtor**"), for value received, acknowledges itself indebted and hereby promises to pay to or to the order of Deutsche Bank Trust Company Americas, as collateral agent (together with its successors and permitted assigns, the "**Agent**"), its successors and assigns, for its own benefit and for the benefit of the other Secured Creditors under a credit agreement made as of March 19, 2018 among, *inter alios*, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the Agent, as collateral agent, Deutsche Bank Trust Company Americas, as administrative agent, and the financial institutions which from time to time may become parties thereto as lenders or hedge providers (as may be amended, restated, modified, replaced or superseded from time to time, the "**Credit Agreement**") from time to time at the principal office of the Agent or at such other place as the Agent may designate by notice in writing to the Debtor at any time and from time to time, ON DEMAND the principal amount of **THREE HUNDRED AND THIRTY SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($337,500,000)** (the "**Principal Sum**") in lawful money of Canada and to pay interest thereon, from and including the date hereof (or from and including the last interest payment date to which interest shall have been paid) to and including the date of payment, at a rate of 25% *per annum*, such interest to accrue on a daily basis and shall be calculated and payable in the manner prescribed by the Credit Agreement, not in advance, as well after as before demand and as well after as before default or judgment with interest on overdue interest at the same rate and all other amounts secured hereby.

This Debenture secures the performance of all obligations of the Debtor pursuant to the Credit Agreement, this Debenture and the other Financing Documents and the payment by the Debtor to the Agent of the said principal amount, interest thereon together with all other amounts, costs, charges and expenses from time to time due and owing by the Debtor hereunder as well as the payment and performance of all Obligations of the Debtor other than Obligations in relation to any MicroFIT Projects (all of the foregoing being herein collectively called the "**Obligations Secured**").

2. Defined Terms

All capitalized terms used in this Debenture shall have the respective meanings ascribed to them in the Credit Agreement unless defined herein or unless the subject matter or the context otherwise requires. As used herein, the terms "**account**", "**chattel paper**", "**consumer goods**", "**documents of title**", "**equipment**", "**goods**", "**instrument**", "**intangible**", "**inventory**", "**money**" and "**proceeds**" shall have the meanings ascribed to such terms in the *Personal Property Security Act* ("**PPSA**").

3. Holding As Agent

This Debenture and all rights and remedies on the part of the Agent contained herein are held by the Agent for and on behalf of and for the benefit of the Secured Creditors as security for the payment and performance by the Debtor of the Obligations Secured.

4. Security

As general and continuing security for the due and punctual payment and performance of the Obligations Secured, the Debtor:

(a) hereby mortgages and charges (and, where the interest of the Debtor in any property is a leasehold interest, such mortgage and charge is by way of demise and sublease) and creates a security interest in, as and by way of a fixed and specific mortgage, pledge, charge and assignment to and in favour of the Agent of all of the Debtor's right, title, estate and interest (whether freehold or leasehold), both present and future, in and to:

(i) the lands and premises described in the attached Schedule "A" (the "**Property**") and all rights and interests therein, now or hereafter acquired by the Debtor including, without limitation, all licences, easements, rights-of-way, privileges, benefits, rights and options appertaining or appurtenant thereto, together with all buildings, erections, structures and improvements owned by the Debtor and now or hereafter constructed or placed in, under or upon the Property including, without limitation, in respect of each such right or interest, any greater or other right, title and interest therein or in any part thereof which the Debtor may acquire and hold during the currency of this Debenture;

(ii) all fixed machinery, plant, equipment, apparatus and fittings and other fixtures and all of the personal property, assets, undertaking, rights and entitlements of every nature and kind now or at any time and from time to time hereafter existing and owned by the Debtor including, without limitation, all property of the nature described below:

(A) **Accounts:** all of the Debtor's present and future debts, accounts, receivables, intangibles, claims, contract rights, demands, rents, monies, choses in action, trade accounts, book debts and insurance claims which now are or which may at any time hereafter be due or owing to or owned by the Debtor or in which the Debtor now or hereafter has any other interest, and also all securities, bills, notes and other documents now held or owned or which may be hereafter taken, held or owned by the Debtor or anyone on behalf of the Debtor in respect of the said debts, accounts, claims,

rents, monies and choses in action or any part thereof and all other rights and benefits in respect thereof;

(B) **Chattel Paper:** all chattel paper in which the Debtor now or hereafter has an interest, and any part thereof;

(C) **Documents of Title:** all documents of title, whether negotiable or non-negotiable, including, without limitation, all warehouse receipts and bills of lading, in which the Debtor now or hereafter has an interest, and any part thereof;

(D) **Equipment:** all equipment and goods in which the Debtor now or hereafter has an interest other than inventory or consumer goods, including, without limitation, all tools, apparatus, fixtures, plant, machinery, furniture, materials, supplies, vehicles, accessories and appliances now or hereafter owned or acquired by or on behalf of the Debtor and every interest therein which the Debtor now has or hereafter acquires, wherever situate;

(E) **Inventory**: all inventory in which the Debtor now or hereafter has an interest, and any part thereof;

(F) **Money**: all money, rent, revenues, income, rights, powers, privileges, benefits and amenities in which the Debtor now or hereafter has an interest, and any part thereof;

(G) **Instruments:** all letters of credit, advices of credit and all other instruments in which the Debtor now or hereafter has an interest, and any part thereof;

(H) **Intangibles:** all intangible property of whatever kind in which the Debtor now or hereafter has an interest, including, without limitation, all of the Debtor's choses in action, contractual rights, agreements, licences, permits, goodwill, patents, trademarks, trade names, industrial designs, copyrights and other industrial or intellectual property provided however that the security with respect to trade marks constitutes a security interest in and a pledge of such trademarks but does not constitute an assignment of such trademarks to the Agent;

(I) **Securities:** all shares, limited partnership units, stock, warrants, bonds, debentures, debenture stock and other securities in which the Debtor now or hereafter has an interest, and any part thereof;

(J) **Substitutions:** with respect to the property described in Sections 4(a)(ii)(A) through (I) above, or any part thereof, all substitutions and replacements thereof, increases, additions and accessories thereto and any interest of the Debtor therein; and

(K) **Proceeds:** all proceeds and personal property in any form derived directly or indirectly from any dealing with the property described in Sections 4(a)(ii)(A) through (J) above or any part thereof and any payment that indemnifies or compensates for such property lost, damaged or destroyed, and proceeds of proceeds and any part thereof; and

(b) assigns, transfers and sets over as and by way of a general assignment to and in favour of the Agent of all of the Debtor's right, title, estate and interest, both present and future, in and to, under and in respect of the following, excepting such property and undertaking as are validly subject to the fixed and specific mortgages, charges, pledges and security interests granted pursuant to Section 4(a):

(i) any and all existing or future leases, subleases, agreements to lease or sublease or other occupancy or tenancy agreements relating to the whole or any part or parts of the Property and all existing or future licences or concessions whereby any person is given the right (other than an easement or a right in the nature of an easement) to use or occupy the whole or any part or parts of the Property and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into (each, a "**Lease**" collectively, the "**Leases**"), and all benefits, powers and advantages of the Debtor to be derived therefrom;

(ii) all rents, revenues, income, proceeds, profits and other monies now due and payable or hereafter to become due and payable to the Debtor under the Leases, and each guarantee of or indemnity in respect of the obligations of the tenants thereunder with full power to demand, sue for recovery, receive and give receipts for all such rents and other monies and otherwise to enforce the rights of the Debtor thereto in the name of the Debtor;

(iii) all present and future intangibles arising from or out of the Property or any part or parts thereof and the property and assets referred to in Section 4(a)(ii) above including, without limiting the generality of the foregoing, all of its rights, title and interest in all present and future book debts, accounts and other accounts receivable, contract rights and choses in action;

(iv) any and all existing or future agreements, contracts, licences, permits, plans and specifications, bonds, letters of credit, letters of guarantee or other documents or instruments affecting or relating to the Property or any part or parts thereof and all extensions, amendments, renewals or substitutions thereof or therefor which may hereafter be effected or entered into and all benefit, power and advantage of the Debtor to be derived therefrom;

(v) any and all existing or future agreements of purchase and sale, options to purchase and mortgage, loan or other financing commitments affecting the Property or any part or parts thereof and all proceeds and other monies now due and payable or hereafter to become due and payable thereunder and all benefit, power and advantage of the Debtor to be derived therefrom; and

(vi) the proceeds of any and all existing or future insurance policies pertaining to the Secured Property (as hereinafter defined) and all proceeds of expropriation or similar taking of the Property or any part or parts thereof and all benefit, power and advantage of the Debtor to be derived therefrom;

provided that the said mortgages and charges shall not extend or apply to: (i) any personal property which is a consumer good; or (ii) the last day of the term of any leasehold interest or any agreement therefor now held or hereafter acquired by the Debtor, as lessee, but should such mortgages and charges become enforceable the Debtor shall thereafter stand possessed of such last day and shall hold it in trust for the Agent for the purpose of this Debenture and assign and dispose thereof as the Agent shall, for such purpose, direct. Upon any sale of such leasehold interest or any part thereof, the Agent for the purpose of vesting the aforesaid one day residue of such term or renewal thereof in any purchaser or purchasers thereof, shall be entitled by deed or writing to appoint such purchaser or purchasers or any other person or persons a new trustee or trustees of the aforesaid residue of any such term or renewal thereof in the place of the Debtor and to vest the same accordingly in the new trustee or trustees so appointed free and discharged from any obligation respecting the same.

If any agreement which is to be assigned pursuant to Sections 4(b)(iv) or 4(b)(v) hereof (a "**Material Agreement**") is not assignable to the Agent (because the same is not assignable or which requires the consent of the other party or parties thereto and such consent has not been obtained as of the date hereof or because the remedies for the enforcement of the Material Agreement would not, as a matter of law, pass to the Agent as an incidence of the transfers and assignments made pursuant to this Debenture), the Debtor's beneficial interest in such Material Agreement shall be held in trust for the Agent by the Debtor and the said beneficial interest and all benefits derived under such Material Agreement shall be for the account of the Agent subject to the terms of this Debenture and in particular Section 7 hereof. Until the Debenture is enforceable, the Debtor is entitled to all such benefits and proceeds derived under such Material Agreement. Upon this Debenture becoming enforceable, in order that the full value of the beneficial interest in every Material Agreement not assigned to the Agent pursuant to this Debenture but held in trust for the Agent as aforesaid may be realized by

the Agent the Debtor shall, at the request and expense and under the direction of the Agent, in the name of the Debtor, take all such action and do or cause to be done all such things as are desirable in order that the obligations of the Debtor under such Material Agreement may be performed in such manner that the beneficial interest in such Material Agreement shall be preserved and shall enure to the benefit of the Agent or as the Agent may direct in writing and the collection of any monies due and payable and to become due and payable shall be facilitated and the Debtor shall promptly pay over to the Agent or as it may direct in writing all monies collected by or paid to the Debtor in respect of the beneficial interest in every such Material Agreement.

All the undertaking, property and assets granted, assigned, transferred, mortgaged and charged pursuant to Section 4(a) hereof being hereinafter collectively referred to as the "**Mortgaged Property**"; all the undertaking, property and assets assigned, transferred and set over pursuant to Section 4(b) being hereinafter collectively referred to as the "**Assigned Property**"; and the Mortgaged Property and Assigned Property being hereinafter collectively referred to as the "**Secured Property**". The said mortgages, charges, assignments and security interests on the property and assets of the Debtor shall extend to and include any property (including money) in any form derived directly or indirectly from any dealing with the said property and assets or that indemnifies or compensates for property or assets or proceeds therefrom that are destroyed or damaged.

TO HAVE AND TO HOLD the Secured Property and all rights hereby conferred unto the Agent, its successors and assigns forever, for the uses and purposes and with the powers and authorities and subject to the terms and conditions herein set forth.

5. Registration

The Agent shall have the right at any time and without notice to cause this Debenture or notice thereof to be registered or filed in any place or office where the Secured Creditors or their counsel deem advisable or necessary.

6. Enforceability

The security hereby constituted shall become immediately enforceable upon demand being made, in accordance with and subject to the conditions contained in the Credit Agreement upon the Debtor hereunder by the Agent following the occurrence of an Event of Default.

7. Performance Until Demand

Subject to the terms of the Credit Agreement, until demand has been made upon the Debtor hereunder by the Agent, the Debtor shall be entitled to dispose of or deal with the Secured Property and enforce all of the benefits, advantages and powers thereunder as if this Debenture had not been made. Upon demand being made hereunder, in accordance with and subject to the conditions contained in the Credit Agreement, the Agent may, but shall not be obligated to, exercise all rights, powers, authority and discretions of the Debtor in respect of the Secured Property in its place and stead. Until demand has been made upon the Debtor hereunder, the grant of a security interest in intellectual property does not in any way affect the

Debtor's right to commercially exploit such intellectual property, defend it, enforce the Debtor's rights in it or with respect to it against third parties in any court or claim and be entitled to receive damages with respect to any infringement of it.

8. Remedies

Whenever the security hereby constituted becomes enforceable and so long as it remains enforceable, the Agent may, in addition to any other rights it may have, without further notice or presentment to the Debtor or any other action whatsoever (all of which are hereby waived by the Debtor) except as required by law, realize upon the security constituted hereby and enforce its rights in the following manner:

(a) immediately enter upon and take possession of, disable or remove all of the Secured Property or any part or parts thereof with power, among other things, to exclude the Debtor, to preserve and maintain the Secured Property and make additions and replacements thereto, to receive rents, income and profits of all kinds and pay therefrom all reasonable expenses of maintaining, preserving and protecting and operating the Secured Property and all charges, payment of which may be necessary to preserve or protect the Secured Property, and enjoy and exercise all powers necessary to the performance of all functions made necessary or advisable by possession, including without limitation, power to advance its own monies at the hereinbefore rate provided and enter into contracts and undertake obligations for the foregoing purposes upon the security hereof;

(b) take proceedings in any court of competent jurisdiction for the appointment of a receiver (which term as used in this Debenture includes a manager and a receiver and manager (a "**Receiver**")) of all or any part of the Secured Property;

(c) take proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Secured Property;

(d) file proofs of claim and other documents to establish its claim in any bankruptcy, winding-up or other proceedings relating to the Debtor;

(e) with or without taking possession, take any action or proceedings to enforce the performance of any covenant in favour of the Debtor contained in or pertaining to any of the Assigned Property;

(f) whether or not the Agent has taken possession of the Secured Property or any of it, sell, lease or otherwise dispose thereof, either as a whole or in separate parcels, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Agent may determine (including a term that a reasonable commission shall be payable to the Agent or any related corporation in respect thereof) and enter into, rescind or vary any contract for the sale, lease or other disposition of any

of the Secured Property and sell, lease or dispose thereof again without being answerable for any loss occasioned thereby except to the extent caused by the gross negligence or wilful misconduct of the Agent; and the Agent may execute and deliver to any purchaser of the Secured Property or any part thereof, good and sufficient deeds and documents for the same;

(g) by instrument in writing appoint any person to be a Receiver of the Secured Property or of any part thereof with such rights, powers and authority (including any or all of the rights, powers and authority of the Agent under this Debenture) as may be provided for in the instrument of appointment or any supplemental instrument, and remove and replace any such Receiver from time to time, and any such Receiver so appointed shall have power:

(i) to take possession of and collect and get in all or any part of the Secured Property or any part thereof and, for that purpose, to take proceedings in the name of the Debtor or otherwise and to make any arrangement or compromise;

(ii) to operate, manage and develop the Secured Property and to carry on or concur in carrying on all or any part of the business of the Debtor relating to the Secured Property;

(iii) to borrow or raise money on the security of the Secured Property or any part thereof in priority to this Debenture or otherwise, for the purpose of the maintenance, preservation or protection of the Secured Property or any part thereof or for carrying on all or any part of the business of the Debtor relating to the Secured Property;

(iv) to sell, lease or otherwise dispose or concur in a disposition of the whole or any part of the Secured Property, at public auction, by public tender or by private sale, with only such notice as may be required by law, either for cash or upon credit, at such time and upon such terms and conditions as the Receiver may determine;

(v) to exercise any of the rights and remedies which may be exercised by the Agent against the Debtor or the Secured Property; and

(vi) to make any arrangement or compromise with respect to the Secured Property which the receiver shall think expedient in the interest of the Agent;

provided that any such Receiver shall be deemed the agent of the Debtor and not of the Agent or the Secured Creditors and the Agent or the Secured Creditors shall not be in any way responsible for the acts or omissions of such Receiver; and in making such appointment the Agent or the Secured Creditors shall not incur any liability to the Receiver for his remuneration or otherwise and the Debtor hereby agrees to indemnify and

save harmless each of the Agent and the Secured Creditors from and against any and all claims, demands, actions, costs, damages, expenses or payments which the Agent or the Secured Creditors may suffer, incur or be required to pay as a result, in whole or in part, of any action taken by such Receiver or any failure of such Receiver to do any act or thing;

(h) subject to Applicable Law, seize, collect, retain and administer the Secured Property or any part or parts thereof in the Agent's sole and unfettered discretion;

(i) pay any encumbrance, lien, claim or charge that may exist or be threatened against any of the Secured Property and any amounts so paid together with any costs, charges and expenses incurred by the Agent or the Secured Creditors (including, without limitation, legal fees and disbursements on a solicitor-client basis) shall be added to the Obligations Secured hereby and shall bear interest at the rate herein provided;

(j) take proceedings in any court of competent jurisdiction to enforce payment by the Debtor of the Obligations Secured or any deficiency remaining upon application of proceeds of realization which are actually received by the Agent; and

(k) exercise all of the rights and remedies granted to the Secured Creditors under the PPSA or otherwise available to the Agent by contract, at law or in equity.

9. Remedies Not Exclusive

All rights, powers and remedies of the Agent under this Debenture may be exercised separately or in combination and shall be in addition to, and not in substitution for, any other security now or hereafter held by the Agent and any other rights, powers and remedies of the Agent however created or arising. No single or partial exercise by the Agent of any of the rights, powers and remedies under this Debenture or under any other security now or hereafter held by the Agent shall preclude any other and further exercise of any other right, power or remedy pursuant to this Debenture or any other security or at law, in equity or otherwise. The Agent shall at all times have the right to proceed against all or any portion of the Secured Property or any other security in such order and in such manner as it shall determine without waiving any rights, powers or remedies which the Agent may have with respect to this Debenture or any other security or at law, in equity or otherwise. No delay or omission by the Agent in exercising any right, power or remedy hereunder or otherwise shall operate as a waiver thereof or of any other right, power or remedy.

10. Application of Proceeds by Receiver

The net proceeds of any sale, lease or other disposition of the Secured Property shall be applied by the Receiver, subject to the claims of all creditors ranking in priority to this Debenture:

(a) firstly, in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers aforesaid, including the remuneration of the Receiver and all amounts properly payable by him;

(b) secondly, in payment of all costs and other monies owing hereunder, except interest and principal;

(c) thirdly, in payment of all interest accrued hereunder; and

(d) fourthly, in payment of the principal amount of this Debenture;

and any surplus shall be paid to the Borrowers.

11. Sale of Charged Property

Any sale referred to in Section 8(f) or Section 8(g)(iv) may be a sale of all or any portion of the Secured Property and may be by way of public auction, public tender with notice or private contract or otherwise. Any such sale may be made with or without any special condition as to the upset price, reserve bid, title or evidence of title or other matter and from time to time as the Agent in its sole discretion thinks fit, with power to vary or rescind any such sale and resell without being answerable for any loss. The Agent or a Receiver may sell the Secured Property for a consideration payable by instalments either with or without taking security for the payment of such instalments and may make and deliver to the purchaser good and sufficient deeds, assurances and conveyances of the Secured Property and give receipts for the purchase money, and any such sale once effected shall be a perpetual bar, both at law and in equity, to the Debtor and all those claiming an interest in the Secured Property by, from, through or under the Debtor making any claim against the purchaser of the Secured Property provided that any sale or transaction completed pursuant to the provisions of this Section 11 shall be effected in a commercially reasonable manner.

12. Conveyances

In case of any sale of the whole or any part of the Secured Property after the security becomes enforceable hereunder, whether by the Agent, or by a Receiver, or under judicial proceedings, the Debtor agrees that it shall forthwith upon request execute and deliver to the purchaser such deeds, assurances, conveyances and receipts as may be necessary to transfer good title to the Secured Property so sold.

13. Power of Attorney

(a) The Debtor hereby appoints the Agent, or a Receiver as the agent of the Debtor, as the Debtor's attorney, with full power of substitution, in the name and on behalf of the Debtor, do all such acts and to execute and deliver all such deeds, leases, documents, transfers, demands, conveyances, assignments, contracts, assurances, consents, financing statements and things as the Debtor has herein agreed to execute, deliver and do as may be required by the Agent to give effect to the Credit Agreement, and/or this Debenture or in the exercise of any rights, powers or remedies hereby or thereby conferred on the Agent, and generally to use the name of the Debtor

in the exercise of all or any of the rights, powers or remedies hereby or thereby conferred on the Agent including, without limitation, the right to bring actions for and in the name of the Debtor, the right to collect accounts, and the right to exercise the rights of the Debtor under all agreements or contracts to which it is a party and to cure any defaults thereunder.

(b) The Agent shall only exercise its rights pursuant to Section 13(a) after the occurrence of an Event of Default that is continuing.

(c) The appointment in Section 13(a) is coupled with an interest and shall not be revoked by the insolvency, bankruptcy, dissolution, liquidation or other termination of the existence of the Debtor or for any other reason and shall remain in full force and effect until this Debenture is discharged in accordance with Section 24.

14. Default Under Other Encumbrances

Any amount paid by the Secured Creditors or the Agent after the occurrence of an Event of Default on account of monies payable under any encumbrance upon the Secured Property or any part thereof shall:

(a) be added to the Obligations Secured;

(b) bear interest at the interest rate specified herein;

(c) constitute a charge upon the Secured Property; and

(d) be repaid by the Debtor to the Agent on demand, in accordance with the provisions set out in this Debenture.

15. Judgment

Neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Debtor hereunder to make payment of the principal hereby secured or interest thereon or other monies owing hereunder nor shall such operate as a merger of any covenant or affect the right of the Secured Creditors to interest at the rate specified herein, and any judgment shall bear interest at such rate.

16. Expenses

The Debtor shall pay promptly to the Agent, upon request by the Agent accompanied by reasonable supporting documentation or other evidence, all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees and disbursements on a substantial indemnity basis) incurred by the Agent or its agents including, without limitation, a Receiver, in connection with the recovery or enforcement of payment of any of the monies owing hereunder, including but not limited to, all such costs, charges and expenses in connection with taking possession, protecting, preserving, collecting or realizing upon any part of the Secured Property together with interest thereon at the rate herein provided from the date of incurring such costs, charges and expenses. All such sums, together with interest thereon at the

rate herein provided shall be added to the indebtedness secured by this Debenture and shall be secured hereby.

17. Charge Valid Irrespective of Advances

The charges hereby created shall be and be deemed to be effective and shall have effect whether or not the monies hereby secured or any part thereof shall be advanced before or after or at the same time as the issuance of this Debenture or before or after or upon the date of the execution of this Debenture. Subject to Section 25, this Debenture is intended to and shall be valid and have priority over all Permitted Encumbrances. Although this Debenture is given to secure any and all future Obligations Secured owed the Secured Creditors under the Credit Agreement and the other Financing Documents in relation to the C&I Projects only or for the benefit of the Secured Property, whether obligatory, optional or otherwise, the Debtor and the Agent hereby acknowledge and agree that the obligations of the Lenders to make future advances are subject to the terms of the Credit Agreement and the satisfaction of the relevant conditions set forth therein.

18. After Acquired Property

The Debtor covenants and agrees that if and to the extent that any of its right, title, estate and interest in any of the Secured Property is not acquired until after delivery of this Debenture, this Debenture shall nonetheless apply thereto and the security interest of the Agent hereby created shall attach to such Secured Property at the same time as the Debtor acquires rights therein, without the necessity of any further mortgage, charge, pledge, assignment or assurance and thereafter such Secured Property shall be subject to the security interests created hereby in accordance with the provisions of Section 4 hereof.

19. Attachment

The Debtor hereby acknowledges and agrees that there is no agreement between the parties hereto, express or implied, to postpone the attachment of the security interests created hereby.

20. Severability

If any term, covenant, obligation or agreement contained in this Debenture, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Debenture or the application of such term, covenant, obligation or agreement to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, obligation or agreement herein contained shall be separately valid and enforceable to the fullest extent permitted by law.

21. Further Assurances

The Debtor hereby covenants and agrees that it will at all times, at its own cost and expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all and singular such further acts, deeds, mortgages, charges, assignments and

assurances in law, in each case consistent with the terms of this Debenture, as the Agent may reasonably require for the better mortgaging, charging, pledging and assigning unto the Agent the property and assets hereby mortgaged, charged, pledged or assigned or intended so to be or which the Debtor may hereafter become bound to mortgage, charge, pledge or assign in favour of the Agent and for the better accomplishing, effectuating and perfecting of this Debenture, including but not limiting the generality of the foregoing, such as may be required in order to register or file this Debenture or perfect the registration of this Debenture wherever the Agent in its discretion considers that the same or notice of the same ought to be registered or filed.

22. Notices

Unless otherwise provided herein, any demand, notice or communication given or required to be given hereunder shall be in writing and shall be personally delivered or given by facsimile transmission addressed to the respective parties at its address or facsimile number set forth below or to such other address or facsimile number as such party may designate by notice in writing to the other party hereto:

(a) if to the Debtor, at:

5935 Airport Road, Suite 210
Mississauga, ON L4V 1W5

Attention: Leonid Mednik
Email: leo.mednik@grasshoppersolar.com
Fax: 1-866-400-7831

(b) if to the Agent, at:

Deutsche Bank Trust Company Americas
Trust and Agency Services
60 Wall Street, 16th Floor
MS: NYC60 – 1630
New York, NY 10005

Attention: Project Finance Agency Services – GSC Solar Fund II LP
Fax: 732-578-4636

or at such other address as the Debtor or the Agent may designate by notice to the other. If any notice, request, demand or other communication is delivered or transmitted on a day other than a Business Day or after 5:00 p.m. on any Business Day, the same shall be deemed to have been effectively given and received on the next following Business Day.

23. Continuing and Additional Security

This Debenture shall not be considered as satisfied or discharged by an intermediate payment of part of the Obligations Secured but shall constitute and be a continuing security to the Agent and shall be in addition to and not in substitution for any other security now or hereafter held by the Agent. This Debenture shall not be considered as satisfied, discharged or

redeemed, and the security interests created hereby shall not cease to operate or be deemed to be extinguished or void by an intermediate payment of all or part of the Obligations Secured or by reason of the Obligations Secured becoming or being zero at any time or from time to time and no payment (except if there is any money realized from the security interests created hereby) received by the Agent shall reduce, or be deemed to reduce or be deemed to be a payment on account of the Obligations Secured. The remedies of the Agent under this Debenture may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights of the Agent however created.

24. Receipt and Discharge

The Agent is the person entitled to receive the money payable hereunder and to give a discharge hereof. If the Debtor pays to the Agent the monies secured by this Debenture and otherwise observes and performs the terms and conditions hereof and of the Credit Agreement, then the Agent shall at the request of the Debtor cancel and discharge the mortgages, charges, assignments and security interest of or created by this Debenture and execute and deliver to the Debtor such deeds and other instruments as shall be requisite therefor.

25. Paramountcy

In the event of a conflict or inconsistency between the provisions of this Debenture and the provisions of the Credit Agreement, the provisions of the Credit Agreement shall prevail to the extent of such conflict or inconsistency. For greater certainty: (a) notwithstanding that the rate of interest stipulated for in this Debenture may exceed the rate of interest stipulated in the Credit Agreement, the rate of interest under the Credit Agreement shall apply; (b) notwithstanding that this Debenture contains a promise by the Debtor to pay to the Agent a principal amount which may be in excess of the Obligations of the Debtor, the Debtor shall only be liable to pay to the Agent the amount of the Obligations of the Debtor outstanding at that time; and (c) notwithstanding that this Debenture is expressed to be payable on demand, the Obligations Secured and the Principal Sum shall only be payable upon the occurrence of an Event of Default. Provided however, that if in this Debenture there exist any rights in favour of, or remedies available to, the Agent, which rights or remedies do not exist in the Credit Agreement, the Agent shall, notwithstanding this Section 25, be entitled to exercise such rights and enforce such remedies.

26. Governing Law

This Debenture 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 Debenture may be instituted in the courts of Ontario, and the parties hereto 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.

27. Time of the Essence

Time is of the essence of this Debenture.

28. Receipt of Copy

The Debtor acknowledges receipt of a true copy of this Debenture.

29. Exclusion of Rights

The Debtor agrees that the Obligations Secured will be paid when due without regard to any equities between the Debtor and the Agent or any other person or any right of set-off or counterclaim.

30. Acknowledgements

The Debtor acknowledges and agrees that the charges, mortgages, assignments, pledges and security interests created hereby shall be held by the Agent under the Credit Agreement for the benefit of the Secured Creditors and that in dealing with this Debenture, the Agent shall be entitled to all of the protections available to it pursuant to the Credit Agreement.

31. Modifications

No amendment, modification, consent or waiver by the Agent and no consent to a departure or a waiver of the provisions hereof by the Agent shall be effective unless made in writing and signed by an authorized officer of the Agent.

32. Currency of Payment

The principal, interest and other monies payable hereunder shall be paid in lawful money of Canada.

33. Successors

This Debenture and all its provisions shall enure to the benefit of the respective successors and assigns of each of the Agent, Administrative Agent and the Secured Creditors and shall be binding upon the Debtor and its successors and permitted assigns.

34. Use of Agents

The Agent may perform any of its rights or duties under this Debenture by or through agents and is entitled to retain counsel and to act in reliance on the advice of such counsel concerning all matters pertaining to its rights and duties under this Debenture and the Agent shall have no liability for the action or inaction of such agents or for the use of such agents or for any other action or inaction by the Agent under this Debenture, absent gross negligence or wilful misconduct on the part of the Agent.

35. Assignment

This Debenture and the rights and remedies contained herein shall be assignable by the Agent in accordance with the terms of the Credit Agreement and, in such event, such Person will be entitled to all of the rights and remedies of the Agent as set forth in this Debenture. If so assigned, the assignee shall have and be entitled to exercise any and all discretion, rights and powers of the assigning Agent hereunder and all references herein to the Agent shall include such assignee. The Debtor may not assign, transfer or delegate any of its rights or obligations under this Debenture except in accordance with the terms of the Credit Agreement.

36. *Land Registration Reform Act*

The implied covenants deemed to be included in a charge under subsection 7(1) of the *Land Registration Reform Act* (Ontario) (the "**LRRA**") shall, except as expressly amended or excluded hereby, be in addition to, and not in substitution for, the provisions of this Debenture. In the event of any conflict, inconsistency or discrepancy between the provisions of this Debenture and any such implied covenants, the provisions of this Debenture shall prevail. The implied covenants set out in subparagraphs 7(1)1(v), (vi), (vii) and (ix) of the LRRA are hereby expressly excluded and replaced by the provisions of this Debenture.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF the Debtor has duly executed this Debenture as of the date first above written.

2245073 ONTARIO INC.

By: _____

Name: Leonid Mednik

Title: President

By: _____

Name:

Title:

SCHEDULE A

LEGAL DESCRIPTION

Address	Legal Description	Notice of Lease Instrument No.	PIN
77 Netherby Road, Welland	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	SN398926	64127-0529
129 Netherby Road, Welland	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	SN398925	64129-0119

This is Exhibit "GGG" 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

BLOCKED ACCOUNTS AGREEMENT

THIS BLOCKED ACCOUNTS AGREEMENT (this "**Agreement**") is dated as of March 19, 2018,

A M O N G :

2245073 ONTARIO INC.
as the "**Debtor**"

- and -

DEUTSCHE BANK TRUST COMPANY AMERICAS
as the "**Secured Party**"

- and -

ROYAL BANK OF CANADA
as "**RBC**"

RECITALS

The Debtor and the Secured Party, as Administrative Agent and Collateral Agent, and the lenders party thereto from time to time, among others, are party to a credit agreement dated as of March 19, 2018 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**").

The Credit Agreement contemplates the implementation of certain cash management arrangements and each of the Debtor and the Secured Party have requested that RBC provide cash management arrangements.

RBC has agreed to provide the cash management arrangements as provided for in, and subject to the terms of, this Agreement.

FOR VALUE RECEIVED, the parties hereto agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions

In this Agreement:

(a) ***Activation Date*** means the date that is the third Business Day following RBC's receipt of the Activation Notice.

(b) ***Activation Notice*** means a notice from the Secured Party to RBC in the form appearing at Schedule B hereto.

(c) ***Branch of Account*** means the branch of RBC located at 161 King Street East, Toronto, ON M5C 1G9.

(d) ***Business Day*** means any day (other than a Saturday or Sunday) on which the Branch of Account is open for business to the public.

(e) ***Cheques*** means all cheques, money orders, wire transfers, notes, drafts and other orders for payment of money or other remittances payable to the Debtor.

(f) ***Payment Rules*** means the rules established from time to time by Payments Canada to govern the clearing and settlement of payment items within the national clearing and settlement system.

(g) ***Receivables*** means all present and future accounts, accounts receivable, debts and book debts of any nature or type of the Debtor.

1.2 Interpretation

In interpreting this Agreement, the headings and the division of the Sections are inserted for convenience only and are to be ignored in construing this Agreement; all references to Sections, subsections, clauses and Schedules are to Sections, subsections, clauses and Schedules to this Agreement; the words "hereto," "herein," "hereof," "hereunder," "this Agreement" and similar expressions mean this Agreement as a whole and not any particular Section, subsection, clause or Schedule unless expressly so stated; grammatical variations of any term defined herein shall have similar meanings and words importing the singular shall include the plural and vice versa; reference herein to any agreement or other document shall be deemed to include reference to such agreement or other document as the same may from time to time be amended, supplemented, restated or otherwise modified.

SECTION 2
BLOCKED ACCOUNTS OPERATION

2.1 Blocked Accounts

Commencing on the first Business Day after the Activation Date (the "**Sweep Commencement Date**"), RBC shall transfer, on each Business Day, all amounts on deposit in or credited to the depository accounts in the name of the Debtor described in Schedule A hereto as blocked accounts (each a "**Blocked Account**" and, collectively, the "**Blocked Accounts**") to the Secured Party's accounts described in Schedule A hereto as collection accounts (each a "**Collection Account**" and, collectively, the "**Collection Accounts**").

Commencing with the Sweep Commencement Date, transfers of amounts from the Blocked Accounts to the Collection Accounts pursuant to the terms of this Agreement shall be effected in accordance with RBC's banking practices on each Business Day on which amounts are on deposit in the Blocked Accounts.

2.2 Instructions

(a) Prior to the Activation Date, the Blocked Accounts shall be subject to instructions, written or otherwise, given only from the Debtor which alone, as between the Debtor and the Secured Party, shall have all authority and right in connection with the Blocked

Accounts. RBC shall be entitled to act upon the instructions of any person who RBC believes is a person authorized to act on behalf of, or to give instructions for, the Debtor.

(b) The Secured Party and the Debtor acknowledge that, prior to the Activation Date, the Blocked Accounts are or may be subject to debits and funds transfers therefrom (including, without limitation, funds transfers to or for the benefit of the Debtor) and other instructions, which transfers and instructions may be communicated, initiated or effected by the Debtor either in writing, verbally and/or by mechanical or electronic means pursuant to various account and service agreements or arrangements with RBC from time to time (collectively, the "**Service Agreements**"). The Debtor and the Secured Party acknowledge and agree that, notwithstanding anything to the contrary contained in any of the Service Agreements or otherwise, RBC shall no longer be required to be bound by, observe, perform or comply with, any of the Service Agreements following the receipt by RBC of the Activation Notice and RBC may, in its sole discretion, terminate any or all of the Service Agreements or any portions or parts thereof at any time following the receipt by RBC of the Activation Notice, all without requirement for any notice of termination or any other notice to the Debtor or the Secured Party whatsoever, and each of the Debtor and the Secured Party hereby waives and releases RBC from and against any and all claims, losses, costs and damages that each of them may incur or suffer as a result of any such termination and the absence of any notice thereof. For greater certainty, nothing herein, including (without limitation) any termination by RBC of any of the Service Agreements, is intended to or shall result in: (i) the Debtor being released from any liabilities or obligations to RBC arising under or in connection with any of the Service Agreements, or (ii) RBC being released from any notice obligation arising under Section 5.6 of this Agreement in respect of any termination of this Agreement by RBC.

(c) Notwithstanding anything to the contrary herein, the Debtor and Secured Party agree that RBC will be fully protected in acting on any and all instructions initiated or given prior to the Activation Date by the Debtor in connection with this Agreement and/or any of the Blocked Accounts, all without making any inquiry as to the right or authority of the Debtor to initiate or give the instructions or as to the application of any payment or transfer made pursuant thereto.

(d) On and after the Activation Date and until termination of this Agreement, the Blocked Accounts shall be subject to the instructions of the Secured Party given pursuant to the Activation Notice. RBC shall be entitled to act upon the Activation Notice and any notice received from the Secured Party relating to the Collection Accounts as contemplated by Section 5.11 hereof.

SECTION 3
FEES, EXPENSES, CHARGEBACKS AND INDEMNITY

3.1 Waiver of RBC's Rights

On and after the Activation Date, RBC waives and agrees not to assert, claim or endeavour to exercise any right of deduction, set-off, pledge or other right or claim with respect to the Blocked Accounts, or the funds therein, except as otherwise contemplated or provided for in this Agreement. For greater

certainty, "RBC" as used in this Section shall mean Royal Bank of Canada solely in its capacity as the financial institution providing cash management services in respect of the Blocked Accounts as provided for herein, and shall not refer to or include Royal Bank of Canada in any other capacity including, without limitation, in the capacity of a lender, secured creditor or provider of any other product or service to, or for the benefit of, the Debtor from time to time.

3.2 Debtor's Fee Obligations

The Debtor hereby agrees that it is responsible for all fees and expenses established by RBC from time to time for the services provided for hereunder (collectively, the "**fees and expenses**"). Notwithstanding the provisions of Section 3.1 hereof, if any of the fees and expenses are not paid by the Debtor when due, RBC shall be entitled to automatically debit from time to time, by mechanical, electronic or manual means, any of the accounts of the Debtor that the Debtor maintains with RBC (other than, initially, any Blocked Accounts) for such fees and expenses. If there are insufficient funds in such accounts for RBC to recover the fees and expenses, RBC may automatically debit from time to time, by mechanical, electronic or manual means, any of the Blocked Accounts in an amount equal to the deficiency of funds for such fees and expenses. RBC shall be entitled to effect such debits both before and after the Activation Date.

3.3 Chargebacks

Notwithstanding the provisions of Section 3.1 hereof, RBC shall be entitled to automatically debit, from time to time, by mechanical, electronic or manual means, any one or more of the Blocked Accounts and any other account of the Debtor held with RBC at any time for:

(a) the amount of any Cheque deposited on or after the date hereof in a Blocked Account or any other account of the Debtor with RBC which is subsequently returned to RBC for any reason whatsoever ("**Returned Amounts**"); and

(b) the amount of any required adjustments due to clerical errors or calculation errors directly related to any Blocked Account or any other account of the Debtor held with RBC ("**Error Amounts**", and together with the Returned Amounts, the "**Chargebacks**").

Additionally, if RBC has transferred to a Collection Account the funds on deposit in a Blocked Account in respect of which RBC is entitled to a Chargeback, and the funds in the Blocked Accounts are insufficient to cover the amount of the relevant Chargeback, the Secured Party shall pay to RBC the amount of the Chargeback not recoverable from the Blocked Accounts within ten (10) Business Days of receipt of a statement signed by RBC confirming the details of such Chargeback; provided, however, that the Secured Party shall only be required to make any such payment if RBC has made such request for payment in the case of (i) a Returned Amount, within ninety-five (95) days after the date the value represented by the Returned Amount was transferred to a Collection Account or otherwise paid to or to the order of the Secured Party, and (ii) an Error Amount, within eighty-five (85) days after the error forming the basis of the Error Amount was made.

3.4 Indemnity

(a) Subject to Subsection 3.4(b) below, the Debtor and the Secured Party hereby jointly and severally agree to pay, indemnify and hold harmless RBC and each of its directors, officers and employees (collectively, the "**Indemnified Parties**") from and against any and all losses, liabilities, costs,

claims and expenses incurred by each of the Indemnified Parties in connection with or with respect to the performance of, or compliance with, this Agreement by any of the Indemnified Parties (collectively, the "**Indemnity Amounts**"), unless arising from an Indemnified Party's own gross negligence or wilful misconduct.

(b) In connection with the indemnity provided for in Subsection 3.4(a) above: (i) the indemnity obligation of the Secured Party provided for therein shall not apply to any Indemnity Amounts relating to the performance or compliance with this Agreement by any of the Indemnified Parties at any time prior to the receipt by RBC of the Activation Notice, and (ii) before making demand upon the Secured Party in respect of the indemnity obligation provided for under this Section 3.4, RBC shall first make demand upon the Debtor for payment of the Indemnity Amounts. RBC and the Secured Party agree that, to the extent that any Indemnity Amounts have not been received by RBC from the Debtor within five (5) Business Days following demand therefor, the Secured Party shall pay all unpaid Indemnity Amounts to RBC within five (5) Business Days following demand being made upon the Secured Party therefor.

3.5 Court Orders

In the event that RBC is served with a court order which directs RBC to place a hold on funds in, or to be deposited to, the Blocked Accounts or any of them, or which otherwise extends to or deals with such funds or the Blocked Accounts, notwithstanding anything to the contrary contained herein, RBC is hereby authorized to act in accordance with such court order. RBC shall, no later than two (2) Business Days following any request by the Debtor or the Secured Party therefor, provide to the Secured Party or the Debtor, as the case may be, a copy of any such order, if it is legally permissible to do so.

SECTION 4
CENTRALIZED BANKING AND
OTHER CASH MANAGEMENT ARRANGEMENTS

4.1 Acknowledgement of Centralized Banking and Other Cash Management Arrangements.

Each of the parties hereto acknowledges and agrees to the following:

(a) RBC may, in its sole discretion, provide the Debtor with centralized banking arrangements and other cash management arrangements, which arrangements involve or may involve from time to time some or all of the Blocked Accounts and/or any other accounts in the name of the Debtor at RBC, and which arrangements may also involve the netting, setting off or zero-balancing, on a daily or such other basis as the case may be, of any amounts in one or more of the Blocked Accounts and/or any other accounts in the name of the Debtor at RBC (all accounts involved in such arrangements are referred to as the "**CBA Accounts**", and such centralized banking arrangements and other cash management arrangements are referred to herein as the "**Banking Arrangements**"). For greater certainty, nothing in this Agreement shall require RBC to provide any Banking Arrangements to the Debtor; and

(b) notwithstanding anything to the contrary contained herein and except as may otherwise be required by law, nothing herein shall be deemed to prevent, detract from or otherwise affect the Banking Arrangements or RBC in complying with or otherwise performing or exercising its rights, obligations and duties with respect to the same (including, without limitation, any netting, setting off or zero-balancing of amounts

involving any or all of the CBA Accounts), until the date on which RBC receives the Activation Notice.

4.2 Acknowledgement and Release re: Banking Arrangements following Activation Notice.

Each of the Debtor and Secured Party hereby acknowledges and agrees as follows:

(a) at any time following the receipt by RBC of the Activation Notice, RBC may, in its sole discretion, terminate any or all of the Banking Arrangements, all without any notice, whatsoever, being given by RBC to the Debtor or the Secured Party (provided that, with respect to any Banking Arrangements that extend to the Blocked Accounts, following the receipt by RBC of the Activation Notice, RBC agrees to terminate such Banking Arrangements as they relate to the Blocked Accounts by no later than the Activation Date) and, if so terminated by RBC, such Banking Arrangements shall cease and RBC shall have no further obligations or duties arising under or in connection with any such terminated Banking Arrangements;

(b) prior to the termination of any Banking Arrangements as provided for in Section 4.2(a), RBC may continue and is hereby authorized to comply with, and otherwise perform or exercise any or all of its rights, obligations and duties with respect to, the Banking Arrangements including, without limitation, the netting, setting off and/or zero-balancing of amounts involving any or all of the CBA Accounts; and

(c) each of the parties hereto irrevocably releases, remises, and forever discharges RBC of and from any and all actions, causes of action, proceedings, suits, duties, claims, covenants, contracts, losses, liabilities, damages, and expenses whatsoever, which such party may have against RBC, whether now or in future, in connection with or by reason of any of the following: (i) any of the Banking Arrangements ceasing at any time following the receipt by RBC of the Activation Notice, (ii) RBC ceasing to observe, comply with or otherwise perform or exercise any of its rights, obligations or duties under the Banking Arrangements at any time following its receipt of the Activation Notice, and (iii) the absence of any prior or other notice being provided to the Debtor or the Secured Party of the matters referenced in clauses (i) and (ii) directly above. For greater certainty, nothing herein, including termination of the Banking Arrangements, is intended to or shall result in the Debtor being released from any liabilities or obligations of the Debtor to RBC arising under or in connection with any of the Banking Arrangements.

SECTION 5
GENERAL PROVISIONS

5.1 Limitation of RBC's Liability

RBC undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Blocked Accounts with the degree of skill and care that RBC generally accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement to the contrary, it is agreed by the parties hereto that:

(a) RBC shall not be liable for any action taken by it or any of its directors, officers or employees in accordance with this Agreement, except for its or their own gross negligence or wilful misconduct;

(b) in no event shall RBC be liable for losses or delays resulting from computer malfunctions or interruption of communication facilities which are beyond RBC's reasonable control or from other causes which are beyond RBC's reasonable control or from force majeure or for indirect, special or consequential damages; and

(c) with respect to any instructions given to, or requests made of, RBC in connection with this Agreement, in no event shall RBC be liable for any failure to comply with or satisfy the same if: (i) such failure resulted from circumstances or causes beyond RBC's reasonable control or from force majeure, (ii) compliance with or satisfaction of the same would have resulted in, or involved, RBC contravening or failing to comply with any standard or customary banking practise in the industry or any of RBC's banking policies or practises, or any law, regulation, order, rule (including, without limitation, any of the Payment Rules), or other matter or thing whatsoever having the force of law. Without limiting the generality of the foregoing, each of the Debtor and the Secured Party acknowledges and agrees that, notwithstanding any instructions or requests that may be given or made by either of them to such effect, RBC may be unable to reverse, unwind, retract, abandon or otherwise cancel any instructions or any actions or processes undertaken in respect of instructions given to RBC, once such instructions have been given to RBC and, in such circumstances, RBC shall have no liability to either of them for any such inability or failure.

5.2 Collection of Accounts

Notwithstanding anything in this Agreement to the contrary, neither the Secured Party nor RBC shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of any of this Agreement or any other agreement or the receipt by the Secured Party or RBC of any payment relating to such Receivable, nor shall the Secured Party or RBC be obligated in any manner to perform any of the obligations of the Debtor or any other person or party under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Receivable (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been hypothecated to it, or in which a security interest may have been created in its favour, or to which it may be entitled at any time or times.

5.3 Records

RBC shall maintain a record of all money, Cheques and other remittance items deposited in and transfers to the Blocked Accounts in accordance with RBC's standard procedures. Such records shall be considered true, accurate and complete and shall be conclusive and binding on all parties, subject to manifest error.

5.4 Provision of Information

Upon the written request of the Secured Party prior to the Activation Date, RBC shall provide to the Debtor and the Secured Party, at the Debtor's expense, monthly statements summarizing the daily activity in each Blocked Account. After the Activation Date, RBC shall provide to the Secured Party, at the Debtor's expense, such information compiled by RBC in accordance with the activity, on a daily, weekly or monthly basis, in each Blocked Account, as may be reasonably requested by the Secured Party in writing. At RBC's option, all or any part of such information may be provided by RBC in electronic or any other format. The Debtor hereby irrevocably consents to the release to the Secured Party by RBC of all such statements and information.

5.5 Confidentiality

Each of the Debtor and the Secured Party agrees to keep confidential this Agreement and all information relating to this Agreement (including, without limitation, the terms hereof and the terms of any prior draft relating hereto), and will not disclose or otherwise make any such information, or any draft or copy thereof, available to any person or entity, except: (i) to its employees, officers, directors, agents, or legal counsel and other professional advisors who, in each case, need to know such information for the purposes of this Agreement (each a "**Disclosure Person**"), and who have been specifically advised by either the Debtor or the Secured Party, as the case may be, of the terms of this Section 5.5 and who have agreed to keep all such information confidential on these terms. In this regard, each of the Debtor and the Secured Party represents and warrants to RBC that it has advised each Disclosure Person to whom information relating to this Agreement (or any prior draft hereof) has been disclosed or made available of the terms of this Section 5.5 and that each such Disclosure Person has agreed to keep confidential all such information in accordance with the terms hereof, (ii) to the extent required by applicable law and, unless legally prohibited, with prior notice of such disclosure to RBC, and, (iii) to the extent otherwise agreed to in writing by RBC. The foregoing restriction does not apply to information which is or becomes generally available to the public, other than as a result of a breach of this Agreement.

5.6 Termination

This Agreement shall remain in full force and effect until terminated by the Secured Party or RBC, as provided for herein, or otherwise by the written agreement of all parties hereto. The Secured Party may terminate this Agreement by giving RBC and the Debtor prior written notice of its intention to terminate this Agreement, pursuant to the terms of the form appearing at Schedule C hereto (the "**Termination Notice**"), with such termination becoming effective on the date specified in the Termination Notice, *provided*, however, that in the event that RBC received the Termination Notice less than five (5) Business Days prior to the proposed termination date specified or if the proposed termination date specified is not a Business Day, the parties hereto agree that this Agreement shall be terminated on the later of: (i) the proposed termination date specified in the Termination Notice, or (ii) the first Business Day thereafter on which RBC is reasonably able to terminate this Agreement, all as determined by RBC in its sole and unfettered discretion. RBC may terminate this Agreement at any time upon fifteen (15) days' prior written notice to the Debtor and the Secured Party. Following termination of this Agreement, no further transfers shall be made pursuant to this Agreement. Sections 3.2, 3.3, and 3.4 shall survive termination of this Agreement.

5.7 Notices

Except as otherwise provided for herein, any notice, demand, request, consent, approval, declaration or other communication (each a "**Communication**") to be served, given or delivered by one party to the other in connection with or under this Agreement shall be in writing, shall be addressed to the party to be notified and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile transmission, to the addresses or facsimile numbers indicated below or to such other addresses or facsimile numbers as may be substituted by notice given as herein provided. Communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received, if such Communication was received by the recipient before 2 p.m. (Toronto, ON time) on a Business Day and, otherwise, shall be deemed to have been given on the following Business Day. Communications sent by facsimile transmission shall be deemed to have been given one Business Day following the date on which the transmission was sent (except that, if such transmission was not sent prior to 2 p.m. (Toronto, ON time) on a Business Day, such Communication shall be deemed to have been received two (2) Business Days after the date on which the transmission was sent). The parties hereto acknowledge that, in addition to the above methods of Communication, RBC may, in its sole discretion, contact the Secured Party from time to time by telephone in respect of matters relating to its administration or performance of this Agreement.

(a) Communications with the Debtor shall be addressed as follows:

2245073 ONTARIO INC.
c/o Grasshopper Solar Corporation
5935 Airport Road
Suite 210
Mississauga, ON
L4V 1W5

Attention: Ryan Ward
Fax: 1-866-400-7831

(b) Communications with RBC shall be addressed as follows:

Royal Bank of Canada
200 Bay Street
19th Floor
Toronto, ON
M5J 2J5

Attention: Peter McArthur, Senior Account Manager
Fax No.: 905-764-4361

- and to -

Royal Bank of Canada
260 East Beaver Creek
Suite 201
Richmond Hill, ON
L4B 3M3

Attention: Eric Leblanc, Vice President
Fax No.: 905-764-4361

- and to -

Royal Bank of Canada
260 East Beaver Creek
Suite 201
Richmond Hill, ON
L4B 3M3

Attention: Mike Arazyan, Senior Account Manager
Fax No.: 905-764-436

(c) Communications with the Secured Party shall be addressed as follows:

DEUTSCHE BANK TRUST COMPANY AMERICAS
Trust and Agency Services
60 Wall Street, 16th Floor
MS : NYC60 – 1630
New York, NY
1005

Attention: Project Finance Agency Services – GSC Solar Fund II
Fax No.: 732-578-46236

5.8 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters pertaining to this Agreement.

5.9 Amendments

This Agreement may only be amended or modified by written instrument signed by the Secured Party, the Debtor and RBC.

5.10 Severability

Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability only, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereby waives any provision of law that renders any provision hereof unenforceable in any respect.

5.11 Authorization

With respect to the Secured Party, the parties hereto agree that RBC shall have no duty to inquire as to whether or not the Secured Party is entitled to give, and RBC has no duty to question, the Activation Notice or any other notices received or purported to be received from the Secured Party in connection with this Agreement. The parties hereto agree that any Activation Notice or other notices given, or purported to be given, by the Secured Party to RBC will be conclusive authority for RBC to act in accordance with such Activation Notice or other notices, as the case may be.

5.12 Other Deliverables

If so requested by RBC, each of the parties hereto agrees to provide, or cause to be provided, to RBC such additional information and documentation as may be required by RBC for its regulatory and/or compliance purposes including, without limitation, any documentation or certifications required by RBC for its "know your customer", anti-money laundering and/or anti-terrorism purposes.

5.13 Further Assurances

Each of the parties hereto agree that it shall at all times do, execute, acknowledge and deliver such acts, deeds and agreements as may be reasonably necessary or desirable to give effect to the terms of this Agreement.

5.14 No Fiduciary Obligations

Nothing in this Agreement shall constitute any party to this Agreement a fiduciary in relation to any other party to this Agreement.

5.15 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and permitted assigns. Neither the Secured Party nor the Debtor shall be entitled to transfer and/or assign (in part or in whole) any of their rights or obligations under this Agreement except with the prior written consent of RBC (which consent shall be in RBC's sole and unfettered discretion).

5.16 Counterparts

This Agreement may be executed in counterparts and such executed counterparts may be delivered by facsimile, or other electronic means (including in pdf), and each such executed counterpart so delivered shall be deemed to be an original, and all such executed counterparts when taken together shall constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]

The parties have executed this Agreement as of the date first noted above.

ROYAL BANK OF CANADA

By: _____
Name: Mike ARAZYAN
Title: Senior Account Manager

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name:
Title:

2245073 ONTARIO INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have the authority to bind the Corporation

The parties have executed this Agreement as of the date first noted above.

ROYAL BANK OF CANADA

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name: James Briggs Randy Kahn
Title: Vice President Vice President

2245073 ONTARIO INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have the authority to bind the Corporation

The parties have executed this Agreement as of the date first noted above.

ROYAL BANK OF CANADA

By: _____
Name:
Title:

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name:
Title:

2245073 ONTARIO INC.

By: _____
Name: Leonid Medvile
Title: A.S.O.

By: _____
Name: ASEEM M. QURESHI
Title: A.S.O.

I/We have the authority to bind the Corporation

SCHEDULE A
ACCOUNTS

PART 1 – BLOCKED ACCOUNTS

Transit No.	Account No.
00131	1017532

PART 2 – COLLECTION ACCOUNTS

Account Institution:	Royal Trust
Account Holder Name:	GSC SF I LP
Account Number:	46434374 – 13

SCHEDULE B
ACTIVATION NOTICE

To: ROYAL BANK OF CANADA ("**RBC**")

Re: Blocked Accounts Agreement dated March 19, 2018 among 2245073 ONTARIO INC., as Debtor, DEUTSCHE BANK TRUST COMPANY AMERICAS, as Secured Party, and RBC (as such agreement is amended, restated, supplemented or otherwise modified from time to time, the "**Blocked Accounts Agreement**").

Terms with initial capital letters in this notice and not otherwise defined herein shall have the meanings given to them in the Blocked Accounts Agreement.

The undersigned, being the Secured Party, hereby notifies RBC that, pursuant to Section 2.1 of the Blocked Accounts Agreement, on the first Business Day following the Activation Date and on each Business Day thereafter until termination of the Blocked Accounts Agreement, RBC is to transfer, prior to the end of each such Business Day, all funds on deposit in the Blocked Accounts as provided for in the Blocked Accounts Agreement.

Dated •

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name:
Title:

SCHEDULE C
NOTICE OF TERMINATION

To: **ROYAL BANK OF CANADA ("RBC")**

AND TO: **2245073 ONTARIO INC. (the "Debtor")**

Re: **Blocked Accounts Agreement dated March 19, 2018 among the Debtor, RBC and DEUTSCHE BANK TRUST COMPANY AMERICAS (the "Secured Party"), as such agreement has been amended and/or restated up to the date hereof (the "Blocked Accounts Agreement").**

In accordance with Section 5.6 of the Blocked Accounts Agreement, the Secured Party hereby gives notice to each of RBC and the Debtor of its desire to terminate the Blocked Accounts Agreement effective on the _____ day of _____, 20___*, (the "**Termination Date**").

The Secured Party acknowledges and agrees that:

(a) the Termination Date must be a Business Day and RBC must have received this Termination Notice at least 5 Business Days prior to the Termination Date. In the event that RBC has received this Termination Notice less than 5 Business Days prior to the Termination Date or the Termination Date is not a Business Day, the Blocked Accounts Agreement shall be terminated on the later of: (i) the Termination Date, or (ii) the first Business Day thereafter on which RBC is reasonably able to terminate the Blocked Accounts Agreement, all as determined by RBC in its sole and unfettered discretion;

(b) upon termination of the Blocked Accounts Agreement, the Blocked Accounts Agreement shall be of no further force or effect, other than those provisions which are expressly stated in the Blocked Accounts Agreement to survive its termination; and

(c) all terms appearing in initial capital letters and not otherwise defined herein shall have the meaning ascribed to such terms in the Blocked Accounts Agreement.

Dated this _____ day of _____, 20___.

DEUTSCHE BANK TRUST COMPANY AMERICAS

By: _____
Name:
Title:

*Notes: (1) The Termination Date must be a Business Day.

(2) The Termination Date must be a date which is at least 5 Business Days after the date on which RBC would have received the Termination Notice.

This is Exhibit “HHH” 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

Enquiry Result

File Currency: **10SEP 2025**

Show All Pages

All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	GRASSHOPPER SOLAR CORPORATION						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	516963807	1	2	1	7	04JUN 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
516963807		001	5		20250604 1136 1590 3327	P PPSA	3

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GRASSHOPPER SOLAR CORPORATION				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**								
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT								
	Address					**City**		**Province**	**Postal Code**
	1 COLUMBUS CIRCLE					NEW YORK		NY	10019

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
				X	X				

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	THE COLLATERAL IS LIMITED TO THE INTEREST, IF ANY, OF GRASSHOPPER
	SOLAR CORPORATION IN A CERTAIN BANK ACCOUNT AT ROYAL BANK OF CANADA
	DESIGNATED AS ACCOUNT NUMBER 03132-1011808 AS WELL AS ANY REVENUE

Registering Agent	Registering Agent			
	TORYS LLP			
	Address	**City**	**Province**	**Postal Code**
	79 WELLINGTON ST W, 30TH FLOOR PO BOX 27	TORONTO	ON	M5K 1N2

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GRASSHOPPER SOLAR CORPORATION						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	516963807	1	2	2	7	04JUN 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
516963807		002	5		20250604 1136 1590 3327		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	WITH RESPECT TO ELECTRICITY GENERATED FROM MICROFIT INSTALLATIONS IN
	ONTARIO THAT MAKE UP PART OF THE COLLATERAL (AS DEFINED IN THE CREDIT
	AGREEMENT (AS DEFINED HEREIN)), INCLUDING THOSE LISTED ON SCHEDULE 2

Registering Agent	Registering Agent		
	Address	**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GRASSHOPPER SOLAR CORPORATION						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	516963807	1	2	3	7	04JUN 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
516963807		003	5		20250604 1136 1590 3327		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	OF THAT CERTAIN SECOND AMENDED AND RESTATED CREDIT AGREEMENT MADE AS
	OF JUNE 29, 2023 (THE "CREDIT AGREEMENT") BETWEEN, AMONG OTHERS, GSC
	SOLAR FUND I LP AND GSC SOLAR FUND II LP, AS BORROWERS, DEUTSCHE BANK

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GRASSHOPPER SOLAR CORPORATION						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	516963807	1	2	4	7	04JUN 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
516963807		004	5		20250604 1136 1590 3327		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT AND AS COLLATERAL
	AGENT AND THE FINANCIAL INSTITUTIONS PARTY THERETO FROM TIME TO TIME,
	AS LENDERS, AS SUCH CREDIT AGREEMENT AND SCHEDULE MAY BE AMENDED,

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GRASSHOPPER SOLAR CORPORATION						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	516963807	1	2	5	7	04JUN 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
516963807		005	5		20250604 1136 1590 3327		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	SUPPLEMENTED, RESTATED OR MODIFIED FROM TIME TO TIME.

Registering Agent	Registering Agent			
	Address		**City**	**Province** / **Postal Code**

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	GRASSHOPPER SOLAR CORPORATION							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	736324299	2	2	6	7	07FEB 2028		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
736324299		01	001		20180207 1934 1531 8702	P PPSA	5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	GRASSHOPPER SOLAR CORPORATION			
	Address		City	Province	Postal Code
	5935 AIRPORT RD SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	THE TORONTO-DOMINION BANK - 10202			
	Address	City	Province	Postal Code
	55 KING ST W P.O. BOX 1	TORONTO	ON	M5K 1A2

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				X

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	D+H LIMITED PARTNERSHIP			
	Address	City	Province	Postal Code
	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC	V5G 3S8

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GRASSHOPPER SOLAR CORPORATION				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	736324299	2	2	7	7

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20221220 1437 1530 4593	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	736324299		X	B RENEWAL	5	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GRASSHOPPER SOLAR CORPORATION		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	CANADIAN SECURITIES REGISTRATION SYSTEMS

	Address	City	Province	Postal Code
	4126 NORLAND AVENUE	BURNABY	BC 2007	V5G 3S8

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ServiceOntario Contact Centre

Enquiry Result

File Currency: **14SEP 2025**

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All Pages

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Type of Search	Business Debtor						
Search Conducted On	GSC GP HOLDCO INC.						
File Currency	14SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	734149476	1	3	1	10	20NOV 2037	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
734149476		001	001		20171120 1216 1862 9302	P PPSA	20

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC GP HOLDCO INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	ECLIPSALL FUNDING LTD.			
	Address	**City**	**Province**	**Postal Code**
	89 NEXUS WAY, CAMANA BAY, GRAND CAYMAN	CAYMAN ISLANDS		KY1-9007

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (S. SANDHU)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

2009

END OF FAMILY

Type of Search	Business Debtor							
Search Conducted On	GSC GP HOLDCO INC.							
File Currency	14SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	735813774	2	3	2	10	19JAN 2039		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
735813774		001	002		20180119 1510 1862 4502	P PPSA	21

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	GSC GP HOLDCO INC.			
	Address		**City**	**Province** **Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON L4V 1W5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	ECLIPSALL FUNDING LTD.			
	Address	**City**	**Province**	**Postal Code**
	190 ELGIN AVENUE, GEORGE TOWN, GRAND CAY	CAYMAN ISLANDS		KY1-9005

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X	X			

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. NAQVI)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor
Search Conducted On	GSC GP HOLDCO INC.
File Currency	14SEP 2025

2011

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	735813774	2	3	3	10	19JAN 2039	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
735813774		002	002		20180119 1510 1862 4502		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	Address		**City**	**Province** / **Postal Code**
	MAN			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**			
	Address		**City**	**Province** / **Postal Code**

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	GSC GP HOLDCO INC.						
File Currency	14SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	737131896	3	3	4	10	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737131896		001	003		20180309 1521 1862 8189	P PPSA	7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	GSC GP HOLDCO INC.			
	Address		City	Province	Postal Code
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	Address		City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address		City	Province	Postal Code
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16		NEW YORK	NY	10005

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(A) ALL SECURITIES, SECURITY ENTITLEMENTS AND OTHER EQUITY INTERESTS
	IN WHICH THE DEBTOR HAS ANY RIGHT IN RESPECT OF GSC SOLAR FUND I GP
	INC. AND GSC SOLAR LEASING GP INC., (B) ALL OF THE OBLIGATIONS,

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. PORIME)			
	Address		City	Province	Postal Code
	2 QUEEN STREET EAST, SUITE 1500		TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GSC GP HOLDCO INC.						
File Currency	14SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	737131896	3	3	5	10	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737131896		002	003		20180309 1521 1862 8189		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	LIABILITIES AND INDEBTEDNESS OF ANY OF THE FOREGOING TO THE DEBTOR,
	INCLUDING DISTRIBUTIONS, (C) ALL CERTIFICATES AND INSTRUMENTS
	EVIDENCING OR REPRESENTING THE FOREGOING, AND (D) ALL OTHER PROPERTY

Registering Agent	Registering Agent		
	Address	**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GSC GP HOLDCO INC.						
File Currency	14SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	737131896	3	3	6	10	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737131896		003	003		20180309 1521 1862 8189		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE
	DISTRIBUTED TO THE DEBTOR IN RESPECT OF ANY OF THE FOREGOING.

Registering Agent	Registering Agent		
Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC GP HOLDCO INC.				
File Currency	14SEP 2025				
	File Number	Family	of Families	Page	of Pages
	737131896	3	3	7	10

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	003		20180501 1612 1862 1986	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737131896		X	A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC GP HOLDCO INC.		

Other Change	Other Change

Reason / Description	Reason / Description
	TO AMEND GENERAL COLLATERAL DESCRIPTION.

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(A) ALL SECURITIES, SECURITY ENTITLEMENTS AND OTHER EQUITY INTERESTS
	IN WHICH THE DEBTOR HAS ANY RIGHT IN RESPECT OF GSC SOLAR FUND I GP
	INC., GSC SOLAR FUND II GP INC., AND GSC SOLAR LEASING GP INC., (B)

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	BLANEY MCMURTRY LLP (H. PORIME)

	Address	City	Province	Postal Code
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

2016

CONTINUED

Type of Search	Business Debtor
Search Conducted On	GSC GP HOLDCO INC.
File Currency	14SEP 2025

2017

File Number	Family	of Families	Page	of Pages
737131896	3	3	8	10

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	002	003		20180501 1612 1862 1986	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737131896					

Reference Debtor/ Transferor	First Given Name	Initial	Surname

Business Debtor Name

Other Change
Other Change

Reason / Description
Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

Business Debtor Name	Ontario Corporation Number

Address	City	Province	Postal Code

Assignor Name
Assignor Name

Secured Party
Secured party, lien claimant, assignee

Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description
General Collateral Description
ALL OF THE OBLIGATIONS, LIABILITIES AND INDEBTEDNESS OF ANY OF THE
FOREGOING TO THE DEBTOR, INCLUDING DISTRIBUTIONS, (C) ALL
CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE

Registering Agent
Registering Agent or Secured Party/ Lien Claimant

	Address	City	Province	Postal Code
			2018	

CONTINUED

Type of Search	Business Debtor
Search Conducted On	GSC GP HOLDCO INC.
File Currency	14SEP 2025

2019

	File Number	Family	of Families	Page	of Pages
	737131896	3	3	9	10

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		003	003		20180501 1612 1862 1986	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737131896					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		

Other Change	Other Change
Reason / Description	**Reason / Description**

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Assignor Name	Assignor Name
Secured Party	**Secured party, lien claimant, assignee**

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	FOREGOING, AND (D) ALL OTHER PROPERTY THAT MAY AT ANY TIME BE
	RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN
	RESPECT OF ANY OF THE FOREGOING.

Registering Agent	Registering Agent or Secured Party/ Lien Claimant

	Address	City	Province	Postal Code
			2020	

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC GP HOLDCO INC.				
File Currency	14SEP 2025				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	737131896	3	3	10	10

2021

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		01	001		20230414 1451 1590 8987	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	737131896			B RENEWAL	2	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	GSC GP HOLDCO INC.		

Other Change	**Other Change**
Reason / Description	**Reason / Description**

Debtor/ Transferee	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

	Business Debtor Name	**Ontario Corporation Number**

	Address	**City**	**Province**	**Postal Code**

Assignor Name	**Assignor Name**
Secured Party	**Secured party, lien claimant, assignee**

	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

2022

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Enquiry Result

File Currency: **14SEP 2025**

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Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND I INC.						
File Currency	14SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	734149395	1	4	1	12	20NOV 2037	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
734149395		001	001		20171120 1213 1862 9299	P PPSA	20

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND I INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	ECLIPSALL FUNDING LTD.			
	Address	**City**	**Province**	**Postal Code**
	89 NEXUS WAY, CAMANA BAY, GRAND CAYMAN	CAYMAN ISLANDS		KY1-9007

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
				X	X				

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (S. SANDHU)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

2024

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND I INC.						
File Currency	14SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	735813783	2	4	2	12	19JAN 2039	

2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
735813783		001	002		20180119 1511 1862 4503	P PPSA	21

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND I INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	ECLIPSALL FUNDING LTD.			
	Address	**City**	**Province**	**Postal Code**
	190 ELGIN AVENUE, GEORGE TOWN, GRAND CAY	CAYMAN ISLANDS		KY1-9005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**			
	BLANEY MCMURTRY LLP (H. NAQVI)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor
Search Conducted On	GSC SOLAR FUND I INC.
File Currency	14SEP 2025

2026

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	735813783	2	4	3	12	19JAN 2039	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
735813783		002	002		20180119 1511 1862 4503		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	Address		**City**	**Province** / **Postal Code**
	MAN			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**			
	Address		**City**	**Province** / **Postal Code**

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND I INC.						
File Currency	14SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	737131995	3	4	4	12	09MAR 2027	

2027

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
737131995		001	003		20180309 1525 1862 8193	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	GSC SOLAR FUND I INC.				
	Address		**City**	**Province**	**Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON	L4V 1W5

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**				
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT				
	Address		**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16		NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
				X	X				

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	(A) ALL SECURITIES, SECURITY ENTITLEMENTS AND OTHER EQUITY INTERESTS
	IN WHICH THE DEBTOR HAS ANY RIGHT IN RESPECT OF GSC SOLAR FUND I LP,
	(B) ALL OF THE OBLIGATIONS, LIABILITIES AND INDEBTEDNESS OF ANY OF

Registering Agent	**Registering Agent**			
	BLANEY MCMURTRY LLP (H. PORIME)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND I INC.						
File Currency	14SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	737131995	3	4	5	12	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737131995		002	003		20180309 1525 1862 8193		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	THE FOREGOING TO THE DEBTOR, INCLUDING DISTRIBUTIONS, (C) ALL
	CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE
	FOREGOING, AND (D) ALL OTHER PROPERTY THAT MAY AT ANY TIME BE

Registering Agent	Registering Agent		
	Address	**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND I INC.						
File Currency	14SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	737131995	3	4	6	12	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
737131995		003	003		20180309 1525 1862 8193		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN
	RESPECT OF ANY OF THE FOREGOING.

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR FUND I INC.				
File Currency	14SEP 2025				
	File Number	Family	of Families	Page	of Pages
	737131995	3	4	7	12

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	003		20180501 1612 1862 1988	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737131995		X	A AMNDMNT		

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR FUND I INC.		

Other Change	Other Change

Reason / Description	Reason / Description
	TO AMEND THE GENERAL COLLATERAL DESCRIPTION.

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(A) ALL SECURITIES, SECURITY ENTITLEMENTS AND OTHER EQUITY INTERESTS
	IN WHICH THE DEBTOR HAS ANY RIGHT IN RESPECT OF GSC SOLAR FUND I LP
	AND GSC SOLAR FUND II LP, (B) ALL OF THE OBLIGATIONS, LIABILITIES AND

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	BLANEY MCMURTRY LLP (H. PORIME)

	Address	City	Province	Postal Code
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

2031

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR FUND I INC.				
File Currency	14SEP 2025				
	File Number	Family	of Families	Page	of Pages
	737131995	3	4	8	12

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		002	003		20180501 1612 1862 1988	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737131995					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	INDEBTEDNESS OF ANY OF THE FOREGOING TO THE DEBTOR, INCLUDING
	DISTRIBUTIONS, (C) ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR
	REPRESENTING THE FOREGOING, AND (D) ALL OTHER PROPERTY THAT MAY AT

Registering Agent	Registering Agent or Secured Party/ Lien Claimant

	Address	City	Province	Postal Code
			2033	

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR FUND I INC.				
File Currency	14SEP 2025				
	File Number	Family	of Families	Page	of Pages
	737131995	3	4	9	12

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		003	003		20180501 1612 1862 1988	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737131995					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		

Other Change	Other Change
Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name
Secured Party	Secured party, lien claimant, assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE
	DEBTOR IN RESPECT OF ANY OF THE FOREGOING.

Registering Agent	Registering Agent or Secured Party/ Lien Claimant

	Address	City	Province	Postal Code
			2035	

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Type of Search	Business Debtor				
Search Conducted On	GSC SOLAR FUND I INC.				
File Currency	14SEP 2025				
	File Number	Family	of Families	Page	of Pages
	737131995	3	4	10	12

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8991	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737131995			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	GSC SOLAR FUND I INC.		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

2037

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND I INC.						
File Currency	14SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	737300484	4	4	11	12	15MAR 2039	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737300484		001	002		20180315 1838 1862 8680	P PPSA	21

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	GSC SOLAR FUND I INC.			
	Address		**City**	**Province** / **Postal Code**
	5935 AIRPORT ROAD, SUITE 210		MISSISSAUGA	ON / L4V 1W5

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant		
	ECLIPSALL FUNDING LTD.		
	Address	**City**	**Province** / **Postal Code**
	190 ELGIN AVENUE, GEORGE TOWN, GRAND CAY	CAYMAN ISLANDS	KY1-9005

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
		X	X	X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent		
	BLANEY MCMURTRY LLP (B. BROWN)		
	Address	**City**	**Province** / **Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON / M5C 3G5

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	GSC SOLAR FUND I INC.						
File Currency	14SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	737300484	4	4	12	12	15MAR 2039	

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FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
737300484		002	002		20180315 1838 1862 8680		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	Address	**City**	**Province**	**Postal Code**
	MAN			

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent**			
	Address	**City**	**Province**	**Postal Code**

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Type of Search	Business Debtor						
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	433557432	1	2	1	12	02APR 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
433557432					19920402 1030 0088 1047	P PPSA	05

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY				
	Address		**City**	**Province**	**Postal Code**
	C.P. 100		VAL RITA	ONT	P0L 2G0

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**				
	LACAISSE POPULAIRE DE KAPUSKASING LIMITED				
	Address		**City**	**Province**	**Postal Code**
	36 RIVERSIDE DRIVE		KAPUSKASING	ONT	P5N 1A6

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
				X			300000		X

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	ASSIGNMENT OF MONIES RECEIVABLE F.15346-0 (56054) DFF

Registering Agent	Registering Agent			
	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY				
File Currency	10SEP 2025				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	433557432	1	2	2	12

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Registration Number		
	19970210 1546 5078 9712		
Record Referenced	**File Number**	**Change Required**	**Renewal Years**
	433557432	B RENEWAL	5
Individual Debtor	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**		**Ontario Corporation Number**
	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY		

Registering Agent	**Registering Agent/ Secured Party/ Lien Claimant**			
	LA CAISSE POPULAIRE DE KAPUSKASING LIMITEE			
	Address	**City**	**Province**	**Postal Code**
	36 RIVERSIDE 0015346-0	KAPUSKASING	ONT	P5N 1A6

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY				
File Currency	10SEP 2025				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	433557432	1	2	3	12

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Registration Number		
	20020207 1408 5078 9281		
Record Referenced	**File Number**	**Change Required**	**Renewal Years**
	433557432	B RENEWAL	1

Individual Debtor	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**		**Ontario Corporation Number**
	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY		

Registering Agent	**Registering Agent/ Secured Party/ Lien Claimant**			
	CAISSE POPULAIRE DE KAPUSKASING LIMITEE			
	Address	**City**	**Province**	**Postal Code**
	36 RIVERSIDE 0015346-0	KAPUSKASING	ONT	P5N 1A6

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY				
File Currency	10SEP 2025				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	433557432	1	2	4	12

FORM 3C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Registration Number		
	20030205 1631 5078 2474		
Record Referenced	**File Number**	**Change Required**	**Renewal Years**
	433557432	B RENEWAL	5
Individual Debtor	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**		**Ontario Corporation Number**
	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY		

Registering Agent	**Registering Agent/ Secured Party/ Lien Claimant**			
	CAISSE POPULAIRE DE KAPUSKASING LIMITEE			
	Address	**City**	**Province**	**Postal Code**
	36 RIVERSIDE 0015346-0	KAPUSKASING	ONT	P5N 1A6

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY				
File Currency	10SEP 2025				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	433557432	1	2	5	12

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		001	1		20080208 1647 5078 1764	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	433557432			B RENEWAL	05	

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY		

Other Change	**Other Change**

Reason / Description	**Reason / Description**

Debtor/ Transferee	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

	Business Debtor Name	**Ontario Corporation Number**

	Address	**City**	**Province**	**Postal Code**

Assignor Name	**Assignor Name**

Secured Party	**Secured party, lien claimant, assignee**

	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	CAISSE POPULAIRE DE KAPUSKASING LIMITEE

	Address	City	Province	Postal Code
	36 PROM RIVERSIDE	KAPUSKASING	ON	P5N 1A6

2047

CONTINUED

Type of Search	Business Debtor
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY
File Currency	10SEP 2025

	File Number	Family	of Families	Page	of Pages
	433557432	1	2	6	12

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20130206 1412 5078 3606	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	433557432			B RENEWAL	05	

Reference Debtor/ Transferor	First Given Name	Initial	Surname

	Business Debtor Name
	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	CAISSE POPULAIRE DE KAPUSKASING LIMITEE

	Address	City	Province	Postal Code
	36 RIVERSIDE DRIVE	KAPUSKASING	ON	P5N 1A6

CONTINUED

Type of Search	Business Debtor
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY
File Currency	10SEP 2025

	File Number	Family	of Families	Page	of Pages
	433557432	1	2	7	12

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20180221 1411 5078 6216	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	433557432			B RENEWAL	05	

Reference Debtor/ Transferor	First Given Name	Initial	Surname

	Business Debtor Name
	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	CAISSE POPULAIRE ALLIANCE LIMITEE

	Address	City	Province	Postal Code
	36 RIVERSIDE DRIVE	KAPUSKASING	ON	P5N 1A6

2051

CONTINUED

Type of Search	Business Debtor
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY
File Currency	10SEP 2025

	File Number	Family	of Families	Page	of Pages
	433557432	1	2	8	12

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		001	1		20230203 1603 5078 6043	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	433557432			B RENEWAL	05	

Reference Debtor/ Transferor	First Given Name	Initial	Surname

	Business Debtor Name
	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee

	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	CAISSE POPULAIRE ALLIANCE LIMITEE

	Address	City	Province	Postal Code
	36 RIVERSIDE DRIVE	KAPUSKASING	ON	P5N 1A6

2053

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	759998241	2	2	9	12	10FEB 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
759998241		001	003		20200210 1144 1862 8267	P PPSA	7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name		Ontario Corporation Number	
	THE CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY			
	Address	City	Province	Postal Code
	2 DE L'EGLISE AVENUE, BOX 100	VAL RITA	ON	P0L 2G0

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name		Ontario Corporation Number	
	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address	City	Province	Postal Code
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16	NEW YORK	NY	10005

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(A) ALL SECURITIES, SECURITY ENTITLEMENT AND OTHER EQUITY INTERESTS
	IN WHICH THE DEBTOR HAS ANY RIGHT IN RESPECT TO HSSW LIMITED
	PARTNERSHIP, (B) ALL OF THE OBLIGATIONS, LIABILITIES, AND

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (H. NAQVI)			
	Address	City	Province	Postal Code
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY
File Currency	10SEP 2025

	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	759998241	2	2	10	12	10FEB 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
759998241		002	003		20200210 1144 1862 8267		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	Address		**City**	**Province** / **Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	**General Collateral Description**
	INDEBTEDNESS OF THE FOREGOING DEBTOR, INCLUDING DISTRIBUTIONS, (C)
	ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE
	FOREGOING, AND (D) ALL OTHER PROPERTY THAT MAY AT ANY TIME BE

Registering Agent	**Registering Agent**			
	Address		**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	759998241	2	2	11	12	10FEB 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
759998241		003	003		20200210 1144 1862 8267		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN
	RESPECT OF ANY OF THE FOREGOING.

Registering Agent	Registering Agent			
	Address		**City**	**Province** / **Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	759998241	2	2	12	12

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 8976	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	759998241			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	CORPORATION OF THE TOWNSHIP OF VAL RITA-HARTY		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

2058

LAST PAGE

Note: All pages have been returned.

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All Pages

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Enquiry Result

File Currency: **10SEP 2025**

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All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	NIPISSING SOLAR (SPN) LP						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	711774351	1	2	1	9	13NOV 2029	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
711774351		001	002		20151113 1605 1862 2540	P PPSA	14

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	NIPISSING SOLAR (SPN) LP				
	Address		**City**	**Province**	**Postal Code**
	36 SEMO ROAD		GARDEN VILLAGE	ON	P2B 3K2

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	NIPISSING SOLAR (SPN) GP INC.				
	Address		**City**	**Province**	**Postal Code**
	36 SEMO ROAD		GARDEN VILLAGE	ON	P2B 3K2

Secured Party	**Secured Party / Lien Claimant**				
	THE NIPISSING 2013 BOUNDARY CLAIM TRUST				
	Address		**City**	**Province**	**Postal Code**
	NIPISSING TRUSTEES C/O NIPISSING FIRST N		GARDEN VILLAGE	ON	P2B 3K2

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
		X	X	X	X	X			

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	Registering Agent			
	DENTONS CANADA LLP (PMR/KME/SK)			
	Address	**City**	**Province**	**Postal Code**
	1420-99 BANK STREET	OTTAWA	ON	K1P 1H4

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	NIPISSING SOLAR (SPN) LP							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	711774351	1	2	2	9	13NOV 2029		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
711774351		002	002		20151113 1605 1862 2540		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name	Ontario Corporation Number

	Address	City	Province	Postal Code

Secured Party	Secured Party / Lien Claimant

	Address	City	Province	Postal Code
	ATION, 36 SEMO ROAD			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent

	Address	City	Province	Postal Code

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	NIPISSING SOLAR (SPN) LP				
File Currency	10SEP 2025				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	711774351	1	2	3	9

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		001	002		20151207 1454 1862 4421	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	711774351		X	A AMNDMNT		

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	NIPISSING SOLAR (SPN) LP		

Other Change	**Other Change**
Reason / Description	**Reason / Description**
	TO AMEND THE ADDRESS OF THE SECURED PARTY.

Debtor/ Transferee	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

	Business Debtor Name	**Ontario Corporation Number**

	Address	**City**	**Province**	**Postal Code**

Assignor Name	**Assignor Name**
Secured Party	**Secured party, lien claimant, assignee**
	THE NIPISSING 2013 BOUNDARY CLAIM TRUST

	Address	**City**	**Province**	**Postal Code**
	C/O PEACE HILL TRUSTS COMPANY, 10TH FLOO	EDMONTON	AB	T5J 3S8

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	DENTONS CANADA LLP (PMR/KME/SK)

	Address	City	Province	Postal Code
	1420-99 BANK STREET	OTTAWA	ON	K1P 1H4

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	NIPISSING SOLAR (SPN) LP				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	711774351	1	2	4	9

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		002	002		20151207 1454 1862 4421	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	711774351					

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code
	R, 10011-109 STREET			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant

	Address	City	Province	Postal Code
			2065	

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	NIPISSING SOLAR (SPN) LP				
File Currency	10SEP 2025				
	File Number	**Family**	**of Families**	**Page**	**of Pages**
	711774351	1	2	5	9

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	**Page of**	**Total Pages**	**Motor Vehicle Schedule Attached**	**Registration Number**	**Registered Under**
		001	001		20171206 1632 1862 0879	

Record Referenced	**File Number**	**Page Amended**	**No Specific Page Amended**	**Change Required**	**Renewal Years**	**Correct Period**
	711774351		X	A AMNDMNT		

Reference Debtor/ Transferor	**First Given Name**	**Initial**	**Surname**
	Business Debtor Name		
	NIPISSING SOLAR (SPN) LP		

Other Change	**Other Change**

Reason / Description	**Reason / Description**
	AMEND NAME OF SECURED PARTY FROM "THE NIPISSING 2013 BOUNDARY CLAIM
	TRUST" TO "NFN SOLAR GP INC." - REFERENCE FILE NO. 711774351

Debtor/ Transferee	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

	Business Debtor Name	**Ontario Corporation Number**

	Address	**City**	**Province**	**Postal Code**

Assignor Name	**Assignor Name**

Secured Party	**Secured party, lien claimant, assignee**			
	NFN SOLAR GP INC.			
	Address	**City**	**Province**	**Postal Code**
	36 SEMO ROAD	GARDEN VILLAGE	ON	P2B 3K2

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**

Registering Agent	**Registering Agent or Secured Party/ Lien Claimant**
	DENTONS CANADA LLP (RW/JG)

	Address	City	Province	Postal Code
	1420-99 BANK STREET	OTTAWA	ON	K1P 1H4

2067

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	NIPISSING SOLAR (SPN) LP						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	737132418	2	2	6	9	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737132418		001	003		20180309 1534 1862 8211	P PPSA	7

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	NIPISSING SOLAR (SPN) LP			
	Address		City	Province	Postal Code
	C/O NIPISSING FIRST NATION, 36 SEMO ROAD		GARDEN VILLAGE	ON	P2B 3K2

Individual Debtor	Date of Birth	First Given Name	Initial	Surname

Business Debtor	Business Debtor Name			Ontario Corporation Number
	NIPISSING SOLAR (SPN) GP INC.			
	Address		City	Province	Postal Code
	C/O NIPISSING FIRST NATION, 36 SEMO ROAD		GARDEN VILLAGE	ON	P2B 3K2

Secured Party	Secured Party / Lien Claimant			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address		City	Province	Postal Code
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16		NEW YORK	NY	10005

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date
				X	X				

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	(A) ALL SECURITIES, SECURITY ENTITLEMENTS AND OTHER EQUITY INTERESTS
	IN WHICH THE DEBTOR HAS ANY RIGHT IN RESPECT OF SPN LP 1, SPN LP 4
	AND SPN LP 5, (B) ALL OF THE OBLIGATIONS, LIABILITIES AND

Registering Agent	Registering Agent		
	BLANEY MCMURTRY LLP (H. PORIME)		
	Address	City	Province	Postal Code
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	NIPISSING SOLAR (SPN) LP						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	737132418	2	2	7	9	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
737132418		002	003		20180309 1534 1862 8211		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	INDEBTEDNESS OF ANY OF THE FOREGOING TO THE DEBTOR, INCLUDING
	DISTRIBUTIONS, (C) ALL CERTIFICATES AND INSTRUMENTS EVIDENCING OR
	REPRESENTING THE FOREGOING, AND (D) ALL OTHER PROPERTY THAT MAY AT

Registering Agent	Registering Agent		
Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	NIPISSING SOLAR (SPN) LP						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	737132418	2	2	8	9	09MAR 2027	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
737132418		003	003		20180309 1534 1862 8211		

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

Business Debtor	**Business Debtor Name**	**Ontario Corporation Number**

	Address	**City**	**Province**	**Postal Code**

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**

Business Debtor	**Business Debtor Name**	**Ontario Corporation Number**

	Address	**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**

	Address	**City**	**Province**	**Postal Code**

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	ANY TIME BE RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE
	DEBTOR IN RESPECT OF ANY OF THE FOREGOING.

Registering Agent	**Registering Agent**

	Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor				
Search Conducted On	NIPISSING SOLAR (SPN) LP				
File Currency	10SEP 2025				
	File Number	Family	of Families	Page	of Pages
	737132418	2	2	9	9

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
		01	001		20230414 1451 1590 9008	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	737132418			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname
	Business Debtor Name		
	NIPISSING SOLAR (SPN) LP		

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname
	Business Debtor Name			Ontario Corporation Number
	Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee			
	Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

2072

LAST PAGE

Note: All pages have been returned.

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Enquiry Result

File Currency: **10SEP 2025**

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All Pages

Note: All pages have been returned.

Type of Search	Business Debtor						
Search Conducted On	RYDE COMMUNITY CO-OPERATIVE INC.						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	748371051	1	2	1	6	15FEB 2039	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
748371051		001	002		20190215 1050 1862 2791	P PPSA	20

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	RYDE COMMUNITY CO-OPERATIVE INC.				
	Address		**City**	**Province**	**Postal Code**
	1624 BARKWAY ROAD		GRAVENHURST	ON	P1P 1R3

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	ECLIPSALL FUNDING LTD.			
	Address	**City**	**Province**	**Postal Code**
	190 ELGIN AVE., GEORGE TOWN, GRAND CAYMA	CAYMAN ISLANDS		KY1-9005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
				X	X				

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	THE COLLATERAL DESCRIBED IN THE SECURITIES PLEDGE AGREEMENT GRANTED
	BY THE OBLIGOR TO THE SECURED PARTY IN CONNECTION WITH THE NON-VOTING
	COMMON SHARES IN ONE POINT TWENTY ONE GIGAWATTS INC. HELD BY THE

Registering Agent	Registering Agent			
	BLANEY MCMURTRY LLP (L. SMITH)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	RYDE COMMUNITY CO-OPERATIVE INC.							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	748371051	1	2	2	6	15FEB 2039		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
748371051		002	002		20190215 1050 1862 2791		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address		**City**	**Province** / **Postal Code**
	N			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	OBLIGOR.

Registering Agent	Registering Agent			
	Address		**City**	**Province** / **Postal Code**

END OF FAMILY

Type of Search	Business Debtor						
Search Conducted On	RYDE COMMUNITY CO-OPERATIVE INC.						
File Currency	10SEP 2025						
	File Number	**Family**	**of Families**	**Page**	**of Pages**	**Expiry Date**	**Status**
	750209013	2	2	3	6	16APR 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	**Caution Filing**	**Page of**	**Total Pages**	**Motor Vehicle Schedule**	**Registration Number**	**Registered Under**	**Registration Period**
750209013		001	003		20190416 1539 1862 7101	P PPSA	7

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	RYDE COMMUNITY CO-OPERATIVE INC.				
	Address		**City**	**Province**	**Postal Code**
	1624 BARKWAY ROAD		GRAVENHURST	ON	P1P 1R3

Individual Debtor	**Date of Birth**	**First Given Name**	**Initial**	**Surname**	
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**	
	Address		**City**	**Province**	**Postal Code**

Secured Party	**Secured Party / Lien Claimant**			
	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT			
	Address	**City**	**Province**	**Postal Code**
	60 WALL STREET, 16TH FLOOR, MS NYC-60-16	NEW YORK	NY	10005

Collateral Classification	**Consumer Goods**	**Inventory**	**Equipment**	**Accounts**	**Other**	**Motor Vehicle Included**	**Amount**	**Date of Maturity or**	**No Fixed Maturity Date**
				X	X				

Motor Vehicle Description	**Year**	**Make**	**Model**	**V.I.N.**

General Collateral Description	**General Collateral Description**
	(A) ALL SECURITIES, SECURITY ENTITLEMENTS AND OTHER EQUITY INTERESTS
	IN WHICH THE DEBTOR HAS ANY RIGHT IN RESPECT TO RISING SUN COMMUNITY
	POWER CORP., (B) ALL OF THE OBLIGATIONS, LIABILITIES AND INDEBTEDNESS

Registering Agent	**Registering Agent**			
	BLANEY MCMURTRY LLP (H. NAQVI)			
	Address	**City**	**Province**	**Postal Code**
	2 QUEEN STREET EAST, SUITE 1500	TORONTO	ON	M5C 3G5

CONTINUED

Type of Search	Business Debtor							
Search Conducted On	RYDE COMMUNITY CO-OPERATIVE INC.							
File Currency	10SEP 2025							
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status	
	750209013	2	2	4	6	16APR 2028		

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
750209013		002	003		20190416 1539 1862 7101		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** / **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address	**City**	**Province**	**Postal Code**
	30			

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	OF THE FOREGOING DEBTOR, INCLUDING DISTRIBUTIONS, (C) ALL
	CERTIFICATES AND INSTRUMENTS EVIDENCING OR REPRESENTING THE
	FOREGOING, AND (D) ALL OTHER PROPERTY THAT MAY AT ANY TIME BE

Registering Agent	Registering Agent			
	Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor						
Search Conducted On	RYDE COMMUNITY CO-OPERATIVE INC.						
File Currency	10SEP 2025						
	File Number	Family	of Families	Page	of Pages	Expiry Date	Status
	750209013	2	2	5	6	16APR 2028	

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

File Number	Caution Filing	Page of	Total Pages	Motor Vehicle Schedule	Registration Number	Registered Under	Registration Period
750209013		003	003		20190416 1539 1862 7101		

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** **Postal Code**

Individual Debtor	Date of Birth	First Given Name	Initial	Surname
Business Debtor	**Business Debtor Name**			**Ontario Corporation Number**
	Address		**City**	**Province** **Postal Code**

Secured Party	Secured Party / Lien Claimant			
	Address	**City**	**Province**	**Postal Code**

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description
	RECEIVED OR RECEIVABLE BY OR OTHERWISE DISTRIBUTED TO THE DEBTOR IN
	RESPECT OF ANY OF THE FOREGOING.

Registering Agent	Registering Agent			
	Address	**City**	**Province**	**Postal Code**

CONTINUED

Type of Search	Business Debtor
Search Conducted On	RYDE COMMUNITY CO-OPERATIVE INC.
File Currency	10SEP 2025

File Number	Family	of Families	Page	of Pages
750209013	2	2	6	6

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

Caution Filing	Page of	Total Pages	Motor Vehicle Schedule Attached	Registration Number	Registered Under
	01	001		20230414 1451 1590 9010	

Record Referenced	File Number	Page Amended	No Specific Page Amended	Change Required	Renewal Years	Correct Period
	750209013			B RENEWAL	2	

Reference Debtor/ Transferor	First Given Name	Initial	Surname

Business Debtor Name
RYDE COMMUNITY CO-OPERATIVE INC.

Other Change	Other Change

Reason / Description	Reason / Description

Debtor/ Transferee	Date of Birth	First Given Name	Initial	Surname

Business Debtor Name	Ontario Corporation Number

Address	City	Province	Postal Code

Assignor Name	Assignor Name

Secured Party	Secured party, lien claimant, assignee

Address	City	Province	Postal Code

Collateral Classification	Consumer Goods	Inventory	Equipment	Accounts	Other	Motor Vehicle Included	Amount	Date of Maturity or	No Fixed Maturity Date

Motor Vehicle Description	Year	Make	Model	V.I.N.

General Collateral Description	General Collateral Description

Registering Agent	Registering Agent or Secured Party/ Lien Claimant
	TORYS LLP

	Address	City	Province	Postal Code
	79 WELLINGTON ST W, 30TH FL PO BOX 270	TORONTO	ON	M5K 1N2

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PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

A Service Provider under Contract with the Ministry of Government Services

Prepared for :	Torys LLP - Sarah Scott
Reference :	MN
Docket :	38718-2001
Search ID :	1048224
Date Processed :	11 Sep 2025
Report Type :	PPSA Electronic Response
Search Conducted on :	Southlake Regional Health Centre
Search Type :	Business Debtor

DISCLAIMER :
This report has been generated using data provided by the Personal Property Registration System, Ministry of Government Services, Government of Ontario. No liability is undertaken regarding its correctness, completeness, or the interpretation and use that are made of it.

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 1

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

THIS SEARCH DOES NOT CONSTITUTE A CERTIFICATE PURSUANT TO SECTIONS 43 AND 44 OF THE PPSA. A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

ENQUIRY NUMBER 20250911113956.19 CONTAINS 115 PAGE(S), 12 FAMILY(IES).

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

TORYS LLP - SARAH SCOTT
79 WELLINGTON ST W, 30TH FLOOR
TORONTO ON M5K 1N2

CONTINUED... 2

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 2

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	514857384							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		01		010		20250402 1702 1462 9292	P PPSA	6

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR					
03	NAME	BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE			ONTARIO CORPORATION NO.
04		ADDRESS	596 DAVIS DRIVE	NEWMARKET	ON	L3Y2P9
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR					
06	NAME	BUSINESS NAME				ONTARIO CORPORATION NO.
07		ADDRESS				
08	SECURED PARTY / LIEN CLAIMANT		CHG-MERIDIAN CANADA LTD.			
09		ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 960	MISSISSAUGA	ON	L4Z3M3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10			X							

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	THE GOODS SUBJECT TO THAT CERTAIN EQUIPMENT LEASE SCHEDULE NO.
14	COLLATERAL	5101331 TO
15	DESCRIPTION	THAT CERTAIN MASTER LEASE AGREEMENT BETWEEN THE SECURED PARTY, AS
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 3

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 3

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514857384								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		02		010		20250402 1702 1462 9292	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	LESSOR, AND THE DEBTOR, AS LESSEE, AS SUCH AGREEMENTS MAY BE AMENDED
14	COLLATERAL	OR
15	DESCRIPTION	SUPPLEMENTED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 4

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 4

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514857384								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		03		010		20250402 1702 1462 9292	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11	MOTOR	
12	VEHICLE	
13	GENERAL	GOODS
14	COLLATERAL	DESCRIBED BELOW, TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS
15	DESCRIPTION	THEREFOR AND ALL ADDITIONS, MODIFICATIONS, PARTS, REPAIRS,
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 5

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 5

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514857384								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		04		010		20250402 1702 1462 9292	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

12 GENERAL COLLATERAL DESCRIPTION

ACCESSORIES, ACCESSIONS, ATTACHMENTS AND EMBEDDED SOFTWARE INCORPORATED THEREIN, AND ALL PRESENT AND FUTURE RIGHTS IN INTELLECTUAL PROPERTY AND

13 REGISTERING AGENT PPSA CANADA INC. - (8769)

17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 6

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 6

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514857384								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		05		010		20250402 1702 1462 9292	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL COMPUTER
14 COLLATERAL SOFTWARE ONLY TO THE EXTENT REQUIRED IN ORDER TO LAWFULLY POSSESS AND
15 DESCRIPTION OPERATE SUCH GOODS. PROCEEDS EQUALS ALL PROCEEDS IN ANY FORM DERIVED
16 REGISTERING AGENT PPSA CANADA INC. - (8769)
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 7

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 7

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	514857384							
	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		06	010		20250402 1702 1462 9292	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR							
03	NAME	BUSINESS NAME						
						ONTARIO CORPORATION NO.		
04		ADDRESS						
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR							
06	NAME	BUSINESS NAME						
						ONTARIO CORPORATION NO.		
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ITEMS SET
14	COLLATERAL	FORTH
15	DESCRIPTION	ABOVE INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS, AND ANY
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 8

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 8

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514857384								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		07		010		20250402 1702 1462 9292	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION: OTHER

14 PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR SUCH PROPERTY DESTROYED,
15 DAMAGED, EXPROPRIATED, STOLEN OR LOST (INCLUDING PROCEEDS OF
16 REGISTERING AGENT: PPSA CANADA INC. - (8769)

17	ADDRESS	303-110 SHEPPARD AVE. E.	TORONTO	ON	M2N6Y8	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 9

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 9

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	514857384								
01			08		010		20250402 1702 1462 9292	P PPSA	6

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	PROCEEDS)
14	COLLATERAL	WHETHER OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL COLLATERAL OR
15	DESCRIPTION	PROCEEDS, PROCEEDS IN THE FORMS OF CHATTEL PAPER, DOCUMENTS OF TITLE,
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 10

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 10

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514857384								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		09		010		20250402 1702 1462 9292	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL GOODS, INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND MONEY (EACH
14 COLLATERAL AS
15 DESCRIPTION DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).
16 REGISTERING PPSA CANADA INC. - (8769)
AGENT
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 11

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : PPSA

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 11

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	514857384								
01			10		010		20250402 1702 1462 9292	P PPSA	6

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL	QTY. 1 FACSLYRIC 3L12C INSTRIMENT CEIVD SN# MP6630290000096		
15	DESCRIPTION	QTY. 1 FACSLYRIC IVD UNIVERSAL AUTO LOADER SN# MP6511660000118		
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)		
17		ADDRESS 303-110 SHEPPARD AVE. E.	TORONTO	ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 12

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 12

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514793484								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01		009		20250401 1403 1462 8475	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE							
							ONTARIO CORPORATION NO.		
04	ADDRESS	596 DAVIS DRIVE				NEWMARKET	ON	L3Y2P9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME BUSINESS NAME								
							ONTARIO CORPORATION NO.		
07	ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT	CHG-MERIDIAN CANADA LTD.							
09	ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 960				MISSISSAUGA	ON	L4Z3M3	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10			X							
	YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL	THE GOODS SUBJECT TO THAT CERTAIN EQUIPMENT LEASE SCHEDULE NO.								
14	COLLATERAL	5101327 TO								
15	DESCRIPTION	THAT CERTAIN MASTER LEASE AGREEMENT BETWEEN THE SECURED PARTY, AS								
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)								
17	ADDRESS	303-110 SHEPPARD AVE. E.				TORONTO	ON	M2N6Y8		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 13

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 13

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514793484								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		02		009		20250401 1403 1462 8475	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME BUSINESS NAME			
				ONTARIO CORPORATION NO.
04	ADDRESS			
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME BUSINESS NAME			
				ONTARIO CORPORATION NO.
07	ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT			
09	ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	LESSOR, AND THE DEBTOR, AS LESSEE, AS SUCH AGREEMENTS MAY BE AMENDED
14	COLLATERAL	OR
15	DESCRIPTION	SUPPLEMENTED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 14

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 14

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514793484								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		03		009		20250401 1403 1462 8475	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL COLLATERAL DESCRIPTION	GOODS DESCRIBED BELOW, TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS THEREFOR AND ALL ADDITIONS, MODIFICATIONS, PARTS, REPAIRS,
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 15

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 15

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514793484								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		04		009		20250401 1403 1462 8475	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11	MOTOR	
12	VEHICLE	
13	GENERAL	ACCESSORIES,
14	COLLATERAL	ACCESSIONS, ATTACHMENTS AND EMBEDDED SOFTWARE INCORPORATED THEREIN,
15	DESCRIPTION	AND ALL PRESENT AND FUTURE RIGHTS IN INTELLECTUAL PROPERTY AND
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 16

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 16

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514793484								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		05		009		20250401 1403 1462 8475	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL COLLATERAL DESCRIPTION	COMPUTER SOFTWARE ONLY TO THE EXTENT REQUIRED IN ORDER TO LAWFULLY POSSESS AND OPERATE SUCH GOODS. PROCEEDS EQUALS ALL PROCEEDS IN ANY FORM DERIVED
14	REGISTERING AGENT	PPSA CANADA INC. - (8769)
15	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 17

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 17

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514793484								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		06		009		20250401 1403 1462 8475	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ITEMS SET
14	COLLATERAL	FORTH
15	DESCRIPTION	ABOVE INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS, AND ANY
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 18

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 18

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	514793484								
01			07		009		20250401 1403 1462 8475	P PPSA	6

02 DEBTOR — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

03 NAME — BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

06 NAME — BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10										

11 MOTOR VEHICLE — YEAR MAKE | MODEL | V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION — OTHER

14 PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR SUCH PROPERTY DESTROYED,

15 DAMAGED, EXPROPRIATED, STOLEN OR LOST (INCLUDING PROCEEDS OF

16 REGISTERING AGENT — PPSA CANADA INC. - (8769)

17 ADDRESS — 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 19

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	514793484								
01			08		009		20250401 1403 1462 8475	P PPSA	6

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	PROCEEDS)
14	COLLATERAL	WHETHER OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL COLLATERAL OR
15	DESCRIPTION	PROCEEDS, PROCEEDS IN THE FORMS OF CHATTEL PAPER, DOCUMENTS OF TITLE,
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 20

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 20

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	514793484								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		09		009		20250401 1403 1462 8475	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	GOODS, INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND MONEY (EACH
14	COLLATERAL	AS
15	DESCRIPTION	DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 21

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 21

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932168								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01		009		20241213 1405 1462 8930	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE							
							ONTARIO CORPORATION NO.		
04	ADDRESS	596 DAVIS DRIVE				NEWMARKET	ON	L3Y2P9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME BUSINESS NAME								
							ONTARIO CORPORATION NO.		
07	ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT	CHG-MERIDIAN CANADA LTD.							
09	ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 960				MISSISSAUGA	ON	L4Z3M3	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10			X							
	YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									
13	GENERAL	THE GOODS SUBJECT TO THAT CERTAIN EQUIPMENT LEASE SCHEDULE NO.								
14	COLLATERAL	5101253 TO								
15	DESCRIPTION	THAT CERTAIN MASTER LEASE AGREEMENT BETWEEN THE SECURED PARTY, AS								
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)								
17	ADDRESS	303-110 SHEPPARD AVE. E.				TORONTO	ON	M2N6Y8		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 22

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 22

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932168								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		02		009		20241213 1405 1462 8930	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11	MOTOR					
12	VEHICLE					
13	GENERAL	LESSOR, AND THE DEBTOR, AS LESSEE, AS SUCH AGREEMENTS MAY BE AMENDED				
14	COLLATERAL	OR				
15	DESCRIPTION	SUPPLEMENTED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE				
16	REGISTERING	PPSA CANADA INC. - (8769)				
	AGENT					
17	ADDRESS	303-110 SHEPPARD AVE. E.	TORONTO	ON	M2N6Y8	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 23

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 23

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932168								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		03		009		20241213 1405 1462 8930	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION: GOODS

14 DESCRIBED BELOW, TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS

15 THEREFOR AND ALL ADDITIONS, MODIFICATIONS, PARTS, REPAIRS,

16 REGISTERING AGENT: PPSA CANADA INC. - (8769)

17 ADDRESS: 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 24

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 24

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932168								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		04		009		20241213 1405 1462 8930	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	ACCESSORIES,
14	COLLATERAL	ACCESSIONS, ATTACHMENTS AND EMBEDDED SOFTWARE INCORPORATED THEREIN,
15	DESCRIPTION	AND ALL PRESENT AND FUTURE RIGHTS IN INTELLECTUAL PROPERTY AND
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 25

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 25

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932168								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		05		009		20241213 1405 1462 8930	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

12 GENERAL COLLATERAL DESCRIPTION: COMPUTER SOFTWARE ONLY TO THE EXTENT REQUIRED IN ORDER TO LAWFULLY POSSESS AND OPERATE SUCH GOODS. PROCEEDS EQUALS ALL PROCEEDS IN ANY FORM DERIVED

13 REGISTERING AGENT: PPSA CANADA INC. - (8769)

17 ADDRESS: 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 26

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 26

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	511932168							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		06		009		20241213 1405 1462 8930	P PPSA	6

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ITEMS SET
14	COLLATERAL	FORTH
15	DESCRIPTION	ABOVE INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS, AND ANY
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 27

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 27

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932168								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		07		009		20241213 1405 1462 8930	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL COLLATERAL DESCRIPTION: OTHER
14 PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR SUCH PROPERTY DESTROYED,
15 DAMAGED, EXPROPRIATED, STOLEN OR LOST (INCLUDING PROCEEDS OF
16 REGISTERING AGENT: PPSA CANADA INC. - (8769)
17 ADDRESS: 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 28

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 28

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932168								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		08		009		20241213 1405 1462 8930	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL PROCEEDS)
14 COLLATERAL WHETHER OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL COLLATERAL OR
15 DESCRIPTION PROCEEDS, PROCEEDS IN THE FORMS OF CHATTEL PAPER, DOCUMENTS OF TITLE,
16 REGISTERING PPSA CANADA INC. - (8769)
AGENT
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 29

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 29

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	511932168							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		09		009		20241213 1405 1462 8930	P PPSA	6

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	GOODS, INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND MONEY (EACH
14	COLLATERAL	AS
15	DESCRIPTION	DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 30

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE
25 OTHER CHANGE
26 REASON/ ADD COLLATERAL
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE

						ONTARIO CORPORATION NO.
06						
04/07	ADDRESS	596 DAVIS DRIVE	NEWMARKET	ON	L3Y2P9	

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08		CHG-MERIDIAN CANADA LTD				
09	ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 960	MISSISSAUGA	ON	L4Z3M3	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X								X

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL COLLATERAL DESCRIPTION THE GOODS SUBJECT TO THAT CERTAIN EQUIPMENT LEASE SCHEDULE NO. 5101253 TO THAT CERTAIN MASTER LEASE AGREEMENT BETWEEN THE SECURED PARTY,
16 REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT CHG-MERIDIAN CANADA LTD.
17 ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 31

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 31

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE

13 GENERAL AS

14 COLLATERAL LESSOR, AND THE DEBTOR, AS LESSEE, AS SUCH AGREEMENTS MAY BE

15 DESCRIPTION AMENDED OR

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 32

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL SUPPLEMENTED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE
14 COLLATERAL GOODS
15 DESCRIPTION DESCRIBED BELOW, TOGETHER WITH ALL REPLACEMENTS AND
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 33

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		04		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL SUBSTITUTIONS
14 COLLATERAL THEREFOR AND ALL ADDITIONS, MODIFICATIONS, PARTS, REPAIRS,
15 DESCRIPTION ACCESSORIES,
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 34

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		05		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL ACCESSIONS, ATTACHMENTS AND EMBEDDED SOFTWARE INCORPORATED
14 COLLATERAL THEREIN,
15 DESCRIPTION AND ALL PRESENT AND FUTURE RIGHTS IN INTELLECTUAL PROPERTY AND
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 35

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		06		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL COMPUTER
14 COLLATERAL SOFTWARE ONLY TO THE EXTENT REQUIRED IN ORDER TO LAWFULLY
15 DESCRIPTION POSSESS AND
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 36

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		07		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL OPERATE SUCH GOODS. PROCEEDS EQUALS ALL PROCEEDS IN ANY FORM
14 COLLATERAL DERIVED
15 DESCRIPTION DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ITEMS SET
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 37

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		08		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL FORTH
14 COLLATERAL ABOVE INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS, AND ANY
15 DESCRIPTION OTHER
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 38

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		09		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL COLLATERAL DESCRIPTION PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR SUCH PROPERTY
14 DESTROYED,
15 DAMAGED, EXPROPRIATED, STOLEN OR LOST (INCLUDING PROCEEDS OF
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT CHG-MERIDIAN CANADA LTD.
17 ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 39

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		10		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

YEAR MAKE MODEL V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL PROCEEDS)
14 COLLATERAL WHETHER OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL
15 DESCRIPTION COLLATERAL OR
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 40

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		11		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL PROCEEDS, PROCEEDS IN THE FORMS OF CHATTEL PAPER, DOCUMENTS OF
14 COLLATERAL TITLE,
15 DESCRIPTION GOODS, INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND MONEY
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 41

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : PPSR

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 41

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		12		012		20250226 1703 1462 1587	

21 RECORD FILE NUMBER 511932168

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE

13 GENERAL (EACH AS

14 COLLATERAL DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).

15 DESCRIPTION QTY 1. CISCO UCS X-SEIRES 9508

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 42

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20250227 1706 1462 2260	

21 RECORD FILE NUMBER 511932168
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			D ASSIGNMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR CHG-MERIDIAN CANADA LTD.
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 PNC VENDOR FINANCE CORPORATION CANADA
09 ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L6A3
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL COLLATERAL
14 DESCRIPTION
15 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
16 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 43

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 43

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932177								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01		009		20241213 1405 1462 8931	P	PPSA	6
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE							
								ONTARIO CORPORATION NO.	
04	ADDRESS	596 DAVIS DRIVE				NEWMARKET		ON	L3Y2P9
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME BUSINESS NAME								
								ONTARIO CORPORATION NO.	
07	ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT	CHG-MERIDIAN CANADA LTD.							
09	ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 960				MISSISSAUGA		ON	L4Z3M3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10			X							

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL COLLATERAL DESCRIPTION	THE GOODS SUBJECT TO THAT CERTAIN EQUIPMENT LEASE SCHEDULE NO. 5101255 TO THAT CERTAIN MASTER LEASE AGREEMENT BETWEEN THE SECURED PARTY, AS
14		
15		
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 44

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 44

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932177								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		02		009		20241213 1405 1462 8931	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	LESSOR, AND THE DEBTOR, AS LESSEE, AS SUCH AGREEMENTS MAY BE AMENDED
14	COLLATERAL	OR
15	DESCRIPTION	SUPPLEMENTED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 45

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 45

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932177								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		03		009		20241213 1405 1462 8931	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	GOODS
14	COLLATERAL	DESCRIBED BELOW, TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS
15	DESCRIPTION	THEREFOR AND ALL ADDITIONS, MODIFICATIONS, PARTS, REPAIRS,
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 46

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 46

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932177								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		04		009		20241213 1405 1462 8931	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL ACCESSORIES,
14 COLLATERAL ACCESSIONS, ATTACHMENTS AND EMBEDDED SOFTWARE INCORPORATED THEREIN,
15 DESCRIPTION AND ALL PRESENT AND FUTURE RIGHTS IN INTELLECTUAL PROPERTY AND
16 REGISTERING PPSA CANADA INC. - (8769)
AGENT

17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 47

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 47

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932177								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		05		009		20241213 1405 1462 8931	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL COMPUTER
14 COLLATERAL SOFTWARE ONLY TO THE EXTENT REQUIRED IN ORDER TO LAWFULLY POSSESS AND
15 DESCRIPTION OPERATE SUCH GOODS. PROCEEDS EQUALS ALL PROCEEDS IN ANY FORM DERIVED
16 REGISTERING AGENT PPSA CANADA INC. - (8769)
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 48

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 48

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932177								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		06		009		20241213 1405 1462 8931	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ITEMS SET
14 COLLATERAL FORTH
15 DESCRIPTION ABOVE INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS, AND ANY
16 REGISTERING PPSA CANADA INC. - (8769)
AGENT
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 49

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932177								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		07		009		20241213 1405 1462 8931	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	OTHER
14	COLLATERAL	PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR SUCH PROPERTY DESTROYED,
15	DESCRIPTION	DAMAGED, EXPROPRIATED, STOLEN OR LOST (INCLUDING PROCEEDS OF
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 50

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 50

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932177								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		08		009		20241213 1405 1462 8931	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL PROCEEDS)
14 COLLATERAL WHETHER OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL COLLATERAL OR
15 DESCRIPTION PROCEEDS, PROCEEDS IN THE FORMS OF CHATTEL PAPER, DOCUMENTS OF TITLE,
16 REGISTERING PPSA CANADA INC. - (8769)
AGENT
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 51

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 51

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932177								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		09		009		20241213 1405 1462 8931	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL GOODS, INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND MONEY (EACH
14 COLLATERAL AS
15 DESCRIPTION DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).
16 REGISTERING PPSA CANADA INC. - (8769)
AGENT
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 52

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177

	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE
25 OTHER CHANGE
26 REASON/ ADD COLLATERAL
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE

						ONTARIO CORPORATION NO.
06						
04/07	ADDRESS	596 DAVIS DRIVE	NEWMARKET	ON	L3Y2P9	

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08		CHG-MERIDIAN CANADA LTD				
09	ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 960	MISSISSAUGA	ON	L4Z3M3	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X								X

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL COLLATERAL DESCRIPTION THE GOODS SUBJECT TO THAT CERTAIN EQUIPMENT LEASE SCHEDULE NO. 5101255 TO THAT CERTAIN MASTER LEASE AGREEMENT BETWEEN THE SECURED PARTY,
16 REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT CHG-MERIDIAN CANADA LTD.
17 ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 53

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL COLLATERAL DESCRIPTION AS LESSOR, AND THE DEBTOR, AS LESSEE, AS SUCH AGREEMENTS MAY BE AMENDED OR
14
15
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT CHG-MERIDIAN CANADA LTD.
17 ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 54

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL SUPPLEMENTED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE
14 COLLATERAL GOODS
15 DESCRIPTION DESCRIBED BELOW, TOGETHER WITH ALL REPLACEMENTS AND
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 55

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		04		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL SUBSTITUTIONS
14 COLLATERAL THEREFOR AND ALL ADDITIONS, MODIFICATIONS, PARTS, REPAIRS,
15 DESCRIPTION ACCESSORIES,
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 56

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		05		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL ACCESSIONS, ATTACHMENTS AND EMBEDDED SOFTWARE INCORPORATED
14 COLLATERAL THEREIN,
15 DESCRIPTION AND ALL PRESENT AND FUTURE RIGHTS IN INTELLECTUAL PROPERTY AND
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 57

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 57

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		06		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE

13 GENERAL COMPUTER

14 COLLATERAL SOFTWARE ONLY TO THE EXTENT REQUIRED IN ORDER TO LAWFULLY

15 DESCRIPTION POSSESS AND

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 58

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		07		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL OPERATE SUCH GOODS. PROCEEDS EQUALS ALL PROCEEDS IN ANY FORM
14 COLLATERAL DERIVED
15 DESCRIPTION DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ITEMS SET
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 59

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		08		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

YEAR MAKE MODEL V.I.N.
11 MOTOR
12 VEHICLE
13 GENERAL FORTH
14 COLLATERAL ABOVE INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS, AND ANY
15 DESCRIPTION OTHER
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 60

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : PPR

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 60

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		09		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

YEAR MAKE MODEL V.I.N.

11 MOTOR

12 VEHICLE

13 GENERAL PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR SUCH PROPERTY

14 COLLATERAL DESTROYED,

15 DESCRIPTION DAMAGED, EXPROPRIATED, STOLEN OR LOST (INCLUDING PROCEEDS OF

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 61

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : PPSR

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 61

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		10		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE

13 GENERAL PROCEEDS)

14 COLLATERAL WHETHER OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL

15 DESCRIPTION COLLATERAL OR

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 62

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 62

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		11		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE

13 GENERAL PROCEEDS, PROCEEDS IN THE FORMS OF CHATTEL PAPER, DOCUMENTS OF

14 COLLATERAL TITLE,

15 DESCRIPTION GOODS, INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND MONEY

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 63

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		12		012		20250226 1703 1462 1588	

21 RECORD FILE NUMBER 511932177

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL (EACH AS
14 COLLATERAL DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).
15 DESCRIPTION QTY 1. DELL EMC DD9300-9400 UPGRADE S/N H8WT664
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 64

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 64

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20250227 1706 1462 2261	

21 RECORD FILE NUMBER 511932177

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			D ASSIGNMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR CHG-MERIDIAN CANADA LTD.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 PNC VENDOR FINANCE CORPORATION CANADA

09 ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L6A3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 65

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 65

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01		009		20241213 1405 1462 8932	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE							
							ONTARIO CORPORATION NO.		
04	ADDRESS	596 DAVIS DRIVE				NEWMARKET	ON	L3Y2P9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME BUSINESS NAME								
							ONTARIO CORPORATION NO.		
07	ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT	CHG-MERIDIAN CANADA LTD.							
09	ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 960				MISSISSAUGA	ON	L4Z3M3	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10			X							
	YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									

13	GENERAL	THE GOODS SUBJECT TO THAT CERTAIN EQUIPMENT LEASE SCHEDULE NO.
14	COLLATERAL	5101256 TO
15	DESCRIPTION	THAT CERTAIN MASTER LEASE AGREEMENT BETWEEN THE SECURED PARTY, AS
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 66

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 66

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		02		009		20241213 1405 1462 8932	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	LESSOR, AND THE DEBTOR, AS LESSEE, AS SUCH AGREEMENTS MAY BE AMENDED
14	COLLATERAL	OR
15	DESCRIPTION	SUPPLEMENTED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 67

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 67

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		03		009		20241213 1405 1462 8932	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL COLLATERAL DESCRIPTION: GOODS
14 DESCRIBED BELOW, TOGETHER WITH ALL REPLACEMENTS AND SUBSTITUTIONS
15 THEREFOR AND ALL ADDITIONS, MODIFICATIONS, PARTS, REPAIRS,
16 REGISTERING AGENT: PPSA CANADA INC. - (8769)
17 ADDRESS: 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 68

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 68

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		04		009		20241213 1405 1462 8932	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	ACCESSORIES,
14	COLLATERAL	ACCESSIONS, ATTACHMENTS AND EMBEDDED SOFTWARE INCORPORATED THEREIN,
15	DESCRIPTION	AND ALL PRESENT AND FUTURE RIGHTS IN INTELLECTUAL PROPERTY AND
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 69

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		05		009		20241213 1405 1462 8932	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11 MOTOR
12 VEHICLE
13 GENERAL COMPUTER
14 COLLATERAL SOFTWARE ONLY TO THE EXTENT REQUIRED IN ORDER TO LAWFULLY POSSESS AND
15 DESCRIPTION OPERATE SUCH GOODS. PROCEEDS EQUALS ALL PROCEEDS IN ANY FORM DERIVED
16 REGISTERING AGENT PPSA CANADA INC. - (8769)
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 70

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		06		009		20241213 1405 1462 8932	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

12 VEHICLE
13 GENERAL COLLATERAL DESCRIPTION DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ITEMS SET FORTH ABOVE INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS, AND ANY
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT PPSA CANADA INC. - (8769)
17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 71

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 71

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		07		009		20241213 1405 1462 8932	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10									

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

12 GENERAL COLLATERAL DESCRIPTION: OTHER PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR SUCH PROPERTY DESTROYED, DAMAGED, EXPROPRIATED, STOLEN OR LOST (INCLUDING PROCEEDS OF

13 REGISTERING AGENT: PPSA CANADA INC. - (8769)

17 ADDRESS: 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 72

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 72

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		08		009		20241213 1405 1462 8932	P PPSA	6	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
04		ADDRESS							
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME	BUSINESS NAME							
							ONTARIO CORPORATION NO.		
07		ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT								
09		ADDRESS							

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.

11	MOTOR
12	VEHICLE
13	GENERAL PROCEEDS)
14	COLLATERAL WHETHER OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL COLLATERAL OR
15	DESCRIPTION PROCEEDS, PROCEEDS IN THE FORMS OF CHATTEL PAPER, DOCUMENTS OF TITLE,
16	REGISTERING AGENT PPSA CANADA INC. - (8769)
17	ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 73

2154

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511932186								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		09		009		20241213 1405 1462 8932	P PPSA	6	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			

03 NAME BUSINESS NAME ONTARIO CORPORATION NO.

04 ADDRESS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			

06 NAME BUSINESS NAME ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION GOODS, INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND MONEY (EACH AS DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).

16 REGISTERING AGENT PPSA CANADA INC. - (8769)

17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 74

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE
25 OTHER CHANGE
26 REASON/ ADD COLLATERAL
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE

						ONTARIO CORPORATION NO.
06						
04/07	ADDRESS	596 DAVIS DRIVE	NEWMARKET	ON	L3Y2P9	

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08		CHG-MERIDIAN CANADA LTD				
09	ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 960	MISSISSAUGA	ON	L4Z3M3	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X								X

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL COLLATERAL DESCRIPTION THE GOODS SUBJECT TO THAT CERTAIN EQUIPMENT LEASE SCHEDULE NO. 5101256 TO THAT CERTAIN MASTER LEASE AGREEMENT BETWEEN THE SECURED PARTY,
16 REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT CHG-MERIDIAN CANADA LTD.
17 ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 75

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		02		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL AS
14 COLLATERAL LESSOR, AND THE DEBTOR, AS LESSEE, AS SUCH AGREEMENTS MAY BE
15 DESCRIPTION AMENDED OR
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 76

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 76

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		03		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE

13 GENERAL SUPPLEMENTED FROM TIME TO TIME, INCLUDING WITHOUT LIMITATION THE

14 COLLATERAL GOODS

15 DESCRIPTION DESCRIBED BELOW, TOGETHER WITH ALL REPLACEMENTS AND

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 77

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 77

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		04		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE

13 GENERAL SUBSTITUTIONS

14 COLLATERAL THEREFOR AND ALL ADDITIONS, MODIFICATIONS, PARTS, REPAIRS,

15 DESCRIPTION ACCESSORIES,

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 78

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		05		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL COLLATERAL DESCRIPTION ACCESSIONS, ATTACHMENTS AND EMBEDDED SOFTWARE INCORPORATED
14 THEREIN,
15 AND ALL PRESENT AND FUTURE RIGHTS IN INTELLECTUAL PROPERTY AND
16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT CHG-MERIDIAN CANADA LTD.
17 ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 79

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		06		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL COMPUTER
14 COLLATERAL SOFTWARE ONLY TO THE EXTENT REQUIRED IN ORDER TO LAWFULLY
15 DESCRIPTION POSSESS AND
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 80

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		07		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL OPERATE SUCH GOODS. PROCEEDS EQUALS ALL PROCEEDS IN ANY FORM
14 COLLATERAL DERIVED
15 DESCRIPTION DIRECTLY OR INDIRECTLY FROM ANY DEALING WITH ANY OF THE ITEMS SET
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 81

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : PPSR

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 81

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		08		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ BUSINESS NAME

TRANSFEROR

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE

13 GENERAL FORTH

14 COLLATERAL ABOVE INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS, AND ANY

15 DESCRIPTION OTHER

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 82

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE
TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		09		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY OR	NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR SUCH PROPERTY
14 COLLATERAL DESTROYED,
15 DESCRIPTION DAMAGED, EXPROPRIATED, STOLEN OR LOST (INCLUDING PROCEEDS OF
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 83

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		10		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE
13 GENERAL PROCEEDS)
14 COLLATERAL WHETHER OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL
15 DESCRIPTION COLLATERAL OR
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 84

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		11		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL PROCEEDS, PROCEEDS IN THE FORMS OF CHATTEL PAPER, DOCUMENTS OF
14 COLLATERAL TITLE,
15 DESCRIPTION GOODS, INSTRUMENTS, INTANGIBLES, INVESTMENT PROPERTY AND MONEY
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 85

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		12		012		20250226 1703 1462 1589	

21 RECORD FILE NUMBER 511932186

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL (EACH AS
14 COLLATERAL DEFINED IN THE PERSONAL PROPERTY SECURITY ACT).
15 DESCRIPTION QTY 1. DELL POWERSTORE 5200T ALLFLASH NVME S/N 8F0F014
16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.
17 SECURED PARTY/ ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 86

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 86

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20250227 1706 1462 2262	

21 RECORD FILE NUMBER 511932186

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			D ASSIGNMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR CHG-MERIDIAN CANADA LTD.

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08 PNC VENDOR FINANCE CORPORATION CANADA

09 ADDRESS 4145 NORTH SERVICE ROAD, 2ND FLOOR BURLINGTON ON L7L6A3

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				
12				
13				
14				

15 DESCRIPTION

16 REGISTERING AGENT OR CHG-MERIDIAN CANADA LTD.

17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 1 ROBERT SPECK PARKWAY, SUITE 960 MISSISSAUGA ON L4Z3M3

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 87

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 87

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511908291								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01		008		20241212 1702 1462 8715	P PPSA	5	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE							
							ONTARIO CORPORATION NO.		
04	ADDRESS	596 DAVIS DRIVE				NEWMARKET	ON	L3Y2P9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME BUSINESS NAME								
							ONTARIO CORPORATION NO.		
07	ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT	CHG-MERIDIAN CANADA LTD.							
09	ADDRESS	1 ROBERT SPECK PARKWAY, SUITE 960				MISSISSAUGA	ON	L4Z3M3	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10			X							
	YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									

13	GENERAL	ALL GOODS NOW OR HEREAFTER SOLD, LEASED, CONSIGNED OR OTHERWISE
14	COLLATERAL	SUPPLIED OR FINANCED IN WHOLE OR IN PART BY THE SECURED PARTY TO THE
15	DESCRIPTION	DEBTOR (PURSUANT TO THAT CERTAIN MASTER LEASE AGREEMENT EFFECTIVE AS
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 88

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 88

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511908291								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		02		008		20241212 1702 1462 8715	P PPSA	5	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	OF DECEMBER 10, 2024 BY AND BETWEEN THE SECURED PARTY, AS LESSOR,
14	COLLATERAL	AND THE DEBTOR, AS LESSEE, AS AMENDED OR SUPPLEMENTED FROM TIME TO
15	DESCRIPTION	TIME), INCLUDING WITHOUT LIMITATION, COMPUTER AND OTHER INFORMATION
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 89

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 89

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511908291								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		03		008		20241212 1702 1462 8715	P PPSA	5	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		
				ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	TECHNOLOGY EQUIPMENT, TOGETHER WITH ALL REPLACEMENTS AND
14	COLLATERAL	SUBSTITUTIONS THEREFOR AND ALL ADDITIONS, MODIFICATIONS, PARTS,
15	DESCRIPTION	REPAIRS, ACCESSORIES, ACCESSIONS, ATTACHMENTS AND EMBEDDED SOFTWARE
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 90

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 90

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	511908291								
01			04		008		20241212 1702 1462 8715	P PPSA	5

02 DEBTOR — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

03 NAME BUSINESS NAME — ONTARIO CORPORATION NO.

04 ADDRESS

05 DEBTOR — DATE OF BIRTH | FIRST GIVEN NAME | INITIAL | SURNAME

06 NAME BUSINESS NAME — ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10									

11 MOTOR — YEAR MAKE | MODEL | V.I.N.

12 VEHICLE

13 GENERAL COLLATERAL DESCRIPTION — INCORPORATED THEREIN, AND ALL PRESENT AND FUTURE RIGHTS IN INTELLECTUAL PROPERTY AND COMPUTER SOFTWARE ONLY TO THE EXTENT REQUIRED IN ORDER TO LAWFULLY POSSESS AND OPERATE SUCH GOODS.

16 REGISTERING AGENT — PPSA CANADA INC. - (8769)

17 ADDRESS 303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 91

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 91

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511908291								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		05		008		20241212 1702 1462 8715	P PPSA	5	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	PROCEEDS EQUAL ALL PROCEEDS IN ANY FORM DERIVED DIRECTLY OR
14	COLLATERAL	INDIRECTLY FROM ANY DEALING WITH ANY OF THE ITEMS SET FORTH ABOVE
15	DESCRIPTION	INCLUDING, WITHOUT LIMITATION, INSURANCE PROCEEDS, AND ANY OTHER
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 92

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P
RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 92
ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511908291								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		06		008		20241212 1702 1462 8715	P PPSA	5	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	PROPERTY THAT INDEMNIFIES OR COMPENSATES FOR SUCH PROPERTY
14	COLLATERAL	DESTROYED, DAMAGED, EXPROPRIATED, STOLEN OR LOST (INCLUDING PROCEEDS
15	DESCRIPTION	OF PROCEEDS) WHETHER OF THE SAME TYPE, CLASS OR KIND AS THE ORIGINAL
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 93

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 93

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511908291								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		07		008		20241212 1702 1462 8715	P PPSA	5	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME BUSINESS NAME			ONTARIO CORPORATION NO.
04	ADDRESS			
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME BUSINESS NAME			ONTARIO CORPORATION NO.
07	ADDRESS			
08	SECURED PARTY / LIEN CLAIMANT			
09	ADDRESS			

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL COLLATERAL	COLLATERAL OR PROCEEDS, PROCEEDS IN THE FORMS OF CHATTEL PAPER,
14	COLLATERAL	DOCUMENTS OF TITLE, GOODS, INSTRUMENTS, INTANGIBLES, INVESTMENT
15	DESCRIPTION	PROPERTY AND MONEY (EACH AS DEFINED IN THE PERSONAL PROPERTY
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)
17	ADDRESS	303-110 SHEPPARD AVE. E. TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 94

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	511908291								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		08		008		20241212 1702 1462 8715	P PPSA	5	

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL	SECURITY ACT).		
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT	PPSA CANADA INC. - (8769)		
17		ADDRESS	303-110 SHEPPARD AVE. E.	TORONTO ON M2N6Y8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 95

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 95

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	797224338							
	CAUTION FILING	PAGE NO.	OF TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		01	001		20230915 1734 1531 8352	P PPSA	5	
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
02	DEBTOR							
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE FOUNDATION						
						ONTARIO CORPORATION NO.		
04	ADDRESS	581 DAVIS DR SUITE 102			NEWMARKET	ON	L3Y 2P6	
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME				
05	DEBTOR							
06	NAME BUSINESS NAME							
						ONTARIO CORPORATION NO.		
07	ADDRESS							
08	SECURED PARTY / LIEN CLAIMANT	THE TORONTO-DOMINION BANK - 03072						
09	ADDRESS	130 DAVIS DR			NEWMARKET	ON	L3Y 2N1	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10			X		X				X

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT	D+H LIMITED PARTNERSHIP		
17	ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY	BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 96

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER										
00	778347045										
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER		REGISTERED UNDER		REGISTRATION PERIOD	
01		01		004		20211118 1629 8077 4118		P	PPSA	5	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
02	DEBTOR										
03	NAME	BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE								
									ONTARIO CORPORATION NO.		
04		ADDRESS	596 DAVIS DRIVE			NEWMARKET			ON	L3Y 2P9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME						
05	DEBTOR										
06	NAME	BUSINESS NAME									
									ONTARIO CORPORATION NO.		
07		ADDRESS									
08	SECURED PARTY / LIEN CLAIMANT		DELL FINANCIAL SERVICES CANADA LIMITED								
09		ADDRESS	155 GORDON BAKER RD, STE 501			NORTH YORK			ON	M2H 3N5	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10		X	X							X

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	ALL DELL AND NON DELL COMPUTER EQUIPMENT AND PERIPHERALS
14	COLLATERAL	WHEREVER LOCATED HERETOFORE OR HEREAFTER LEASED TO DEBTOR BY SECURED
15	DESCRIPTION	PARTY PURSUANT TO AN EQUIPMENT LEASE TOGETHER WITH ALL SUBSTITUTIONS,
16	REGISTERING AGENT	REGISTRY = RECOVERY INC.
17	ADDRESS	1551 THE QUEENSWAY TORONTO ON M8Z 1T5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 97

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 97

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	778347045							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		02		004		20211118 1629 8077 4118		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY DATE
10									

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION ADDITIONS, ACCESSIONS AND REPLACEMENTS THERETO AND THEREOF NOW AND
14 HEREAFTER INSTALLED IN, AFFIXED TO, OR USED IN CONJUNCTION WITH SUCH
15 EQUIPMENT AND PROCEEDS THEREOF TOGETHER WITH ALL RENTAL OR

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 98

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 98

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	778347045							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		03		004		20211118 1629 8077 4118		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			

03 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

04 ADDRESS

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			

06 NAME BUSINESS NAME

ONTARIO CORPORATION NO.

07 ADDRESS

08 SECURED PARTY / LIEN CLAIMANT

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13 GENERAL COLLATERAL DESCRIPTION: INSTALLMENT PAYMENTS, INSURANCE PROCEEDS, OTHER PROCEEDS AND PAYMENTS
14 DUE OR TO BECOME DUE AND ARISING FROM OR RELATING TO SUCH EQUIPMENT.
15 PROCEEDS ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY.

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 99

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 99

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	778347045							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		04		004		20211118 1629 8077 4118		

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
02	DEBTOR			
03	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
04		ADDRESS		
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR			
06	NAME	BUSINESS NAME		ONTARIO CORPORATION NO.
07		ADDRESS		
08	SECURED PARTY / LIEN CLAIMANT			
09		ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			
13	GENERAL			
14	COLLATERAL			
15	DESCRIPTION			
16	REGISTERING AGENT			
17		ADDRESS		

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 100

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT :

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 100

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	752618448								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001		003		20190624 1141 1862 2219	P PPSA	7	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE							
							ONTARIO CORPORATION NO.		
04	ADDRESS	596 DAVIS DRIVE				NEWMARKET	ON	L3Y 2P9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME BUSINESS NAME								
							ONTARIO CORPORATION NO.		
07	ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT	DEUTSCHE BANK TRUST COMPANY AMERICAS, AS AGENT							
09	ADDRESS	60 WALL STREET, 16TH FLOOR, MS NYC-60-16				NEW YORK	NY	10005	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR NO FIXED MATURITY	MATURITY DATE
10			X		X					
	YEAR	MAKE		MODEL		V.I.N.				
11	MOTOR									
12	VEHICLE									

13	GENERAL	(A) ALL SECURITIES, SECURITY ENTITLEMENTS AND OTHER EQUITY INTERESTS
14	COLLATERAL	IN WHICH THE DEBTOR HAS ANY RIGHT IN RESPECT TO GSC SOUTHLAKE SOLAR
15	DESCRIPTION	LP, (B) ALL OF THE OBLIGATIONS, LIABILITIES AND INDEBTEDNESS OF THE
16	REGISTERING AGENT	BLANEY MCMURTRY LLP (H. NAQVI)
17	ADDRESS	2 QUEEN STREET EAST, SUITE 1500 TORONTO ON M5C 3G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 101

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 101

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	752618448							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		002		003		20190624 1141 1862 2219		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME						
							ONTARIO CORPORATION NO.	
04		ADDRESS						
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME						
							ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS	30					

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	FOREGOING DEBTOR, INCLUDING DISTRIBUTIONS, (C) ALL CERTIFICATES AND
14	COLLATERAL	INSTRUMENTS EVIDENCING OR REPRESENTING THE FOREGOING, AND (D) ALL
15	DESCRIPTION	OTHER PROPERTY THAT MAY AT ANY TIME BE RECEIVED OR RECEIVABLE BY OR
16	REGISTERING AGENT	
17		ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 102

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 102

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER							
00	752618448							
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
01		003		003		20190624 1141 1862 2219		
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
02	DEBTOR							
03	NAME	BUSINESS NAME						
							ONTARIO CORPORATION NO.	
04		ADDRESS						
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME			
05	DEBTOR							
06	NAME	BUSINESS NAME						
							ONTARIO CORPORATION NO.	
07		ADDRESS						
08	SECURED PARTY / LIEN CLAIMANT							
09		ADDRESS						

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE

10

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE			

12 GENERAL COLLATERAL DESCRIPTION

OTHERWISE DISTRIBUTED TO THE DEBTOR IN RESPECT OF ANY OF THE FOREGOING.

16 REGISTERING AGENT

17 ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 103

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		004		20190826 1659 1862 6653	

21 RECORD FILE NUMBER 752618448

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE
25 OTHER CHANGE
26 REASON/DESCRIPTION TO CORRECT THE GENERAL COLLATERAL DESCRIPTION
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08 DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT AND COLLA
09 ADDRESS 60 WALL STREET, 16TH FLOOR, MS NYC-60-16 NEW YORK NY 10005

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY	MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL COLLATERAL DESCRIPTION THE SECURITY INTEREST IS GRANTED BY THE DEBTOR IN FAVOUR OF THE
13 SECURED PARTY PURSUANT TO THE LIMITED RECOURSE GUARANTEE AND PLEDGE
14 AGREEMENT GRANTED BY THE DEBTOR IN FAVOUR OF THE SECURED PARTY
15
16 REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT BLANEY MCMURTRY LLP (H. NAQVI)
17 ADDRESS 2 QUEEN STREET EAST, SUITE 1500 TORONTO ON M5C 3G5

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 104

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002		004		20190826 1659 1862 6653	

21 RECORD FILE NUMBER 752618448
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

		FIRST GIVEN NAME	INITIAL	SURNAME
23	REFERENCE			
24	DEBTOR/ BUSINESS NAME			
	TRANSFEROR			
25	OTHER CHANGE			
26	REASON/			
27	DESCRIPTION			
28				
02/	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05	DEBTOR/			
03/	TRANSFEREE BUSINESS NAME			
06				ONTARIO CORPORATION NO.
04/07	ADDRESS			
29	ASSIGNOR			
	SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08		TERAL AGENT		
09	ADDRESS	30		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	WHEREIN THE DEBTOR HAS PLEDGED IN FAVOUR OF THE SECURED PARTY, INTER
14	COLLATERAL	ALIA, ALL OF ITS SECURITIES, SECURITIES ENTITLEMENTS AND OTHER EQUITY
15	DESCRIPTION	INTERESTS IN GSC SOUTHLAKE SOLAR LP THAT IT NOW OWNS OR HEREAFTER
16	REGISTERING AGENT OR	
17	SECURED PARTY/ LIEN CLAIMANT	ADDRESS

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 105

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		003		004		20190826 1659 1862 6653	

21 RECORD FILE NUMBER 752618448
REFERENCED

PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD

22 FIRST GIVEN NAME INITIAL SURNAME
23 REFERENCE
24 DEBTOR/ BUSINESS NAME
TRANSFEROR
25 OTHER CHANGE
26 REASON/
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS
COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE
13 GENERAL LEGALLY OR BENEFICIALLY OWNS, AND THE OTHER RELATED PROPERTY
14 COLLATERAL DESCRIBED THEREIN INCLUDING PROCEEDS AND INCLUDING ALL CLAIMS (AS
15 DESCRIPTION DEFINED THEREIN) AGAINST GSC SOUTHLAKE SOLAR LP ASSIGNED TO THE
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 106

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		004		004		20190826 1659 1862 6653	

21 RECORD FILE NUMBER 752618448
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			
24 DEBTOR/ BUSINESS NAME			
TRANSFEROR			
25 OTHER CHANGE			
26 REASON/			
27 DESCRIPTION			
28			
02/ DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME
05 DEBTOR/			
03/ TRANSFEREE BUSINESS NAME			
06			ONTARIO CORPORATION NO.
04/07 ADDRESS			
29 ASSIGNOR			
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08			
09 ADDRESS			

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR				
12 VEHICLE				

13 GENERAL SECURED PARTY AND POSTPONED TO THE GUARANTEED OBLIGATIONS.
14 COLLATERAL
15 DESCRIPTION
16 REGISTERING AGENT OR
17 SECURED PARTY/ ADDRESS
LIEN CLAIMANT

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 107

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 107

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20230414 1451 1590 9016	

21 RECORD FILE NUMBER 752618448

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			B RENEWAL	2	

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 VEHICLE

13 GENERAL

14 COLLATERAL

15 DESCRIPTION

16 REGISTERING AGENT OR TORYS LLP

17 SECURED PARTY/ LIEN CLAIMANT ADDRESS 79 WELLINGTON ST W, 30TH FL PO BOX 270 TORONTO ON M5K 1N2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 108

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 108

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	725845941								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001		1		20170323 0921 1590 0161	P PPSA	20	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE							
							ONTARIO CORPORATION NO.		
04	ADDRESS	596 DAVIS DRIVE				NEWMARKET	ON	L3Y 2P9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME BUSINESS NAME								
							ONTARIO CORPORATION NO.		
07	ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT	LAURENTIAN BANK OF CANADA							
09	ADDRESS	130 ADELAIDE STREET WEST, SUITE 300				TORONTO	ON	M5H 3P5	

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10			X		X					

	YEAR	MAKE	MODEL	V.I.N.
11	MOTOR			
12	VEHICLE			

13	GENERAL	SECURITY INTEREST LIMITED TO PLEDGED SECURITIES (BEING SECURITIES
14	COLLATERAL	HELD FROM TIME TO TIME BY THE DEBTOR IN SOLAR PROVIDER CANADA POWER
15	DESCRIPTION	HEALTH LP) AND ALL INCOME THEREON AND PROCEEDS THEREOF.
16	REGISTERING AGENT	FOGLER, RUBINOFF LLP (P. OLIVERIA)
17	ADDRESS	77 KING ST WEST, SUITE 3000, TD CENTRE TORONTO ON M5K 1G8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 109

2190

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD
00	683181171								
01			01		001		20121128 1447 1530 5010	P PPSA	5

	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
02	DEBTOR					
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE FOUNDATION				ONTARIO CORPORATION NO.
04	ADDRESS	615 DAVIS DRIVE SUITE 304		NEWMARKET	ON	L3Y 2R2
	DATE OF BIRTH	FIRST GIVEN NAME	INITIAL	SURNAME		
05	DEBTOR					
06	NAME BUSINESS NAME					ONTARIO CORPORATION NO.
07	ADDRESS					
08	SECURED PARTY / LIEN CLAIMANT	THE TORONTO-DOMINION BANK - 03072				
09	ADDRESS	130 DAVIS DR		NEWMARKET	ON	L3Y 2N1

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10		X	X	X	X	X			X	

	YEAR MAKE	MODEL	V.I.N.
11	MOTOR		
12	VEHICLE		
13	GENERAL		
14	COLLATERAL		
15	DESCRIPTION		
16	REGISTERING AGENT	D+H LIMITED PARTNERSHIP	
17	ADDRESS	SUITE 200, 4126 NORLAND AVENUE	BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 110

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 110

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20170919 1437 1530 0026	

21 RECORD FILE NUMBER 683181171

	REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22			X	B RENEWAL	5	

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE FOUNDATION

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				
12				
13				
14				

15 DESCRIPTION

16 REGISTERING AGENT OR CANADIAN SECURITIES REGISTRATION SYSTEMS

17 SECURED PARTY/LIEN CLAIMANT ADDRESS 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 111

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : PPSR

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 111

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		01		001		20220922 1432 1530 0284	

21 RECORD FILE NUMBER 683181171

REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	B RENEWAL	5	

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE

24 DEBTOR/ TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE FOUNDATION

25 OTHER CHANGE

26 REASON/

27 DESCRIPTION

28

02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME

05 DEBTOR/

03/ TRANSFEREE BUSINESS NAME

06 ONTARIO CORPORATION NO.

04/07 ADDRESS

29 ASSIGNOR

SECURED PARTY/LIEN CLAIMANT/ASSIGNEE

08

09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11				

12 MOTOR VEHICLE

13 GENERAL COLLATERAL

14 DESCRIPTION

16 REGISTERING AGENT OR SECURED PARTY/ LIEN CLAIMANT ADDRESS CANADIAN SECURITIES REGISTRATION SYSTEMS

17 4126 NORLAND AVENUE BURNABY BC V5G 3S8

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 112

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 112

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

FILE CURRENCY : 10SEP 2025

FORM 1C FINANCING STATEMENT / CLAIM FOR LIEN

	FILE NUMBER								
00	885794616								
	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER	REGISTRATION PERIOD	
01		001		1		20020729 0913 1590 2742	P PPSA	25	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
02	DEBTOR								
03	NAME BUSINESS NAME	SOUTHLAKE REGIONAL HEALTH CENTRE							
							ONTARIO CORPORATION NO.		
04	ADDRESS	596 DAVIS DRIVE				NEWMARKET	ON	L3Y 2P9	
	DATE OF BIRTH	FIRST GIVEN NAME		INITIAL	SURNAME				
05	DEBTOR								
06	NAME BUSINESS NAME								
							ONTARIO CORPORATION NO.		
07	ADDRESS								
08	SECURED PARTY / LIEN CLAIMANT	BANK OF MONTREAL							
09	ADDRESS	11TH FLOOR, FIRST CANADIAN PLACE				TORONTO	ON	M5X 1A1	

COLLATERAL CLASSIFICATION

CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	NO FIXED MATURITY OR	MATURITY DATE
10 X	X	X	X						

YEAR	MAKE	MODEL	V.I.N.
11 MOTOR			
12 VEHICLE			

13 GENERAL COLLATERAL LIMITED TO PARKING LOT REVENUES AS DEFINED IN CREDIT

14 COLLATERAL AGREEMENT MADE AS OF JUNE 28, 2002 BETWEEN DEBTOR AND SECURED PARTY.

15 DESCRIPTION

16	REGISTERING AGENT	CASSELS BROCK & BLACKWELL LLP (B.C. BELL 28453-3/JO)				
17	ADDRESS	SUITE 2100, 40 KING STREET WEST	TORONTO	ON	M5H 3C2	

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 113

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		001		2		20051031 1442 1590 6456	

21 RECORD FILE NUMBER 885794616

REFERENCED	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22		X	A AMENDMENT		

FIRST GIVEN NAME INITIAL SURNAME

23 REFERENCE
24 DEBTOR/ TRANSFEROR BUSINESS NAME SOUTHLAKE REGIONAL HEALTH CENTRE
25 OTHER CHANGE
26 REASON/ TO AMEND GENERAL COLLATERAL DESCRIPTION
27 DESCRIPTION
28
02/ DATE OF BIRTH FIRST GIVEN NAME INITIAL SURNAME
05 DEBTOR/
03/ TRANSFEREE BUSINESS NAME
06 ONTARIO CORPORATION NO.
04/07 ADDRESS
29 ASSIGNOR
SECURED PARTY/LIEN CLAIMANT/ASSIGNEE
08
09 ADDRESS

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL COLLATERAL DESCRIPTION
13 COLLATERAL LIMITED TO PARKING LOT REVENUES AS DEFINED IN CREDIT
14 AGREEMENT MADE AS OF JUNE 28, 2002 BETWEEN DEBTOR AND SECURED PARTY,
15 AS SUCH AGREEMENT MAY FROM TIME TO TIME BE AMENDED, SUPPLEMENTED,
16 REGISTERING AGENT OR SECURED PARTY/LIEN CLAIMANT CASSELS BROCK & BLACKWELL LLP (B.C.BELL 33336-137/JO)
17 ADDRESS SUITE 2100, 40 KING STREET WEST TORONTO ON M5H 3C2

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 114

TYPE OF SEARCH : BUSINESS DEBTOR
SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE
FILE CURRENCY : 10SEP 2025

FORM 2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

	CAUTION FILING	PAGE NO.	OF	TOTAL PAGES	MOTOR VEHICLE SCHEDULE	REGISTRATION NUMBER	REGISTERED UNDER
01		002		2		20051031 1442 1590 6456	

21 RECORD FILE NUMBER 885794616
REFERENCED

	PAGE AMENDED	NO SPECIFIC PAGE AMENDED	CHANGE REQUIRED	RENEWAL YEARS	CORRECT PERIOD
22					

	FIRST GIVEN NAME	INITIAL	SURNAME
23 REFERENCE			
24 DEBTOR/ TRANSFEROR	BUSINESS NAME		
25 OTHER CHANGE			
26 REASON/			
27 DESCRIPTION			
28			
02/	DATE OF BIRTH		
05 DEBTOR/			
03/ TRANSFEREE	BUSINESS NAME		
06			ONTARIO CORPORATION NO.
04/07	ADDRESS		
29 ASSIGNOR SECURED PARTY/LIEN CLAIMANT/ASSIGNEE			
08			
09	ADDRESS		

COLLATERAL CLASSIFICATION

	CONSUMER GOODS	INVENTORY	EQUIPMENT	ACCOUNTS	OTHER	MOTOR VEHICLE INCLUDED	AMOUNT	DATE OF MATURITY	OR	NO FIXED MATURITY DATE
10										

	YEAR	MAKE	MODEL	V.I.N.
11 MOTOR VEHICLE				

12 GENERAL COLLATERAL
13 DESCRIPTION RESTATED OR OTHERWISE MODIFIED.
14 REGISTERING AGENT OR
15 SECURED PARTY/ LIEN CLAIMANT ADDRESS
16
17

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

CONTINUED... 115

PROVINCE OF ONTARIO

RUN NUMBER : 254 MINISTRY OF PUBLIC AND BUSINESS SERVICE DELIVERY REPORT : P

RUN DATE : 2025/09/11 PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM PAGE : 115

ID : 20250911113956.19 ENQUIRY SEARCH RESPONSE

TYPE OF SEARCH : BUSINESS DEBTOR

SEARCH CONDUCTED ON : SOUTHLAKE REGIONAL HEALTH CENTRE

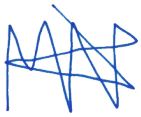
FILE CURRENCY : 10SEP 2025

INFORMATION RELATING TO THE REGISTRATIONS LISTED BELOW IS ATTACHED HERETO.

FILE NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER	REGISTRATION NUMBER
514857384	20250402 1702 1462 9292			
514793484	20250401 1403 1462 8475			
511932168	20241213 1405 1462 8930	20250226 1703 1462 1587	20250227 1706 1462 2260	
511932177	20241213 1405 1462 8931	20250226 1703 1462 1588	20250227 1706 1462 2261	
511932186	20241213 1405 1462 8932	20250226 1703 1462 1589	20250227 1706 1462 2262	
511908291	20241212 1702 1462 8715			
797224338	20230915 1734 1531 8352			
778347045	20211118 1629 8077 4118			
752618448	20190624 1141 1862 2219	20190826 1659 1862 6653	20230414 1451 1590 9016	
725845941	20170323 0921 1590 0161			
683181171	20121128 1447 1530 5010	20170919 1437 1530 0026	20220922 1432 1530 0284	
885794616	20020729 0913 1590 2742	20051031 1442 1590 6456		

23 REGISTRATION(S) ARE REPORTED IN THIS ENQUIRY RESPONSE.

This is Exhibit "III" 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:	Georgy Joseph <georgy.joseph@grasshopperenergy.com>
Sent:	Tuesday, September 3, 2024 5:21 PM
To:	Jennifer Vandyne; Randy Kahn; Jeremy Eisman; Thomas Rorick; Luca Romeo; Reveredo, Sebastian; Bate, Eric; Day, Brett
Cc:	Vincent Gasparro; Jonathan Persaud; chris.jodhan; Faisal Shahab, P.Eng, PMP®,RMP®; Waseem Qureshi; Uwais Usmani
Subject:	GSC Solar Fund: Performance Update and Remediation Plan
Attachments:	GSC Solar Fund - Performance Update - August 2024.pdf; GSC Solar Fund Performance Remediation Plan.xlsx; Operating Report July-24 GSC SFI.pdf; Operating Report July-24 GSC SFII.pdf

Good afternoon DB and Scotia teams,

Please find below our update on the portfolio performance in conjunction with our monthly operating reports.

I. **Overall Portfolio Performance**

The performance of the portfolio is below expectations due to issues that have compounded since July 2023. For YTD July 2024, the OPI (Operating Performance Index/Weather-Adjusted Performance) is 92%. The details of the reasons are outlined in the Performance Update presentation attached.

We have traced the underperformance to 40 C&I and ~200 residential sites. Most of the problems were in the C&I portfolio which contributed to over 80% of the underperformance for YTD July 2024. We started executing our remediation plan at the beginning of August on these 40 sites to return to acceptable levels of operating performance (95% OPI for the C&I portfolio) by November 1, 2024. Further improvements will be made the following month to increase the performance to 98% OPI.

OPI (Operating Performance Index) means the portfolio performance, expressed as a ratio of actual performance to the reference level after stripping out the effect of the weather variations.

II. **Remediation Plan**

C&I Portfolio:

- Of the 40 sites with identified problems, 21 are tracker enabled sites with mechanical failures rendering the trackers inoperative.
- At the remaining 19 sites, inverter failure is the most prevalent cause.
- Since the inception of the ongoing portfolio remediation program, we have visited 16 C&I sites. We reconfigured 6 of the problematic tracker sites and restored 0.9% of OPI. There are other issues identified for these sites which require spare parts to fix. We have identified the parts needed and have placed orders for the same.
- We are inspecting the remaining 24 C&I sites and identifying the issues along the way. We are targeting to complete all issues identification by the end of September. Where spare

parts are required, we are putting in orders as we are visiting the sites. Unfortunately, some of the spare parts have longer lead times (around 10-14 weeks), so our total remediation effort may be extended through November this year.

Residential Portfolio:

- For the ~200 sites identified for the remediation program, we are availing the services of a 3rd party contractor. The contractor has visited 42 sites, and has fixed 25 sites already: this equates to 0.6% OPI production restoration.
- The 3rd party contractor has been working through our sites list, the target is to complete all the site visits by the end of September. For the sites that can be fixed during the visit, we are bringing back the generation during this time. For the sites require spares, we are applying the similar strategy to the C&I portfolio and have put in the inverter or other parts on order during the visit.

III. Maintenance reserve drawdown

- We have 15 sites with 38 failed inverters (with different manufacturers and models such as AE string inverters, certain Sungrow and SolarEdge old models) where either the manufacturer has gone out of business, or the model of the inverters has become obsolete. These inverters are now unsupported. Among these inverters, 8 of them can be still fixed, but we propose to replace all 38 inverters while holding the 8 repairable ones in spare
- There are also 18 sites with trackers that are in a similar condition that require parts for which the procurement process is underway.
- As a result, we propose to drawdown approx. $599,425.45 from the maintenance reserve. Please see the excel sheet attached with the reconciliation for the drawdown amount, the summary of which is provided below.

	Price	HST	Total
Inverter	$231,700.00	$30,121.00	$261,821.00
Tracker Parts	$183,765.00	$23,889.45	$207,654.45
New Transformer	$70,000.00	$9,100.00	$79,100.00
Solar Modules	$45,000.00	$5,850.00	$50,850.00
	$530,465.00	**$68,960.45**	**$599,425.45**

- Prior to initiating the drawdown, we would like to confirm our understanding of what needs to be done to drawdown on the reserve. According to our review of the credit agreement. It is as follows:
    - Once we submit our draw request along with the supporting documentation to DBTCA, they have to inform the lenders. The final approval is to be provided by DBTCA at the direction of the lenders on the basis of the advice provided by the Independent Engineer (IE) on this matter.
    - DBTCA, please confirm that this is your understanding as well.
- We are happy to set up a call to discuss this matter in further detail.

IV. Performance Improvement

- Since the inception of this the portfolio remediation program at the beginning of August, we have visited 16 C&I sites and 42 residential sites. and effected repairs that have resulted in the overall portfolio performance improving by 0.8% on OPI-basis from 91.5% in July to 92.3% in August. For context, this would result in an annualized revenue increase of $213,400 over recent performance
- With the continuing progress on the portfolio remediation plan, we expect to elevate the portfolio performance by 1.6% in September and then another 2.2% in October to reach 96.1% on OPI-basis. For context, this would result in an annualized revenue increase of $1,013,600 (in addition to the $213,400 for a total of $1,227,000) over recent performance.
- Going ahead further, we are committed to raise the OPI to 98.0% by the end of November.

V. July operating reports

The reports are attached.

Summary

- Revenue for the month is 10% below expectation
- For the residential portfolio, revenue is 1% above the expected level.
- For the C&I portfolio (for which we could do a detailed investigation), revenue is 13% below expectation for the following reasons:

Issue	Production Loss
Tracker issues at the 21of 40 sites referenced earlier in this email	7%
Weather	3%
Inverter issues at the 19 of 40 sites referenced earlier in this email	2%
Ground fault issues at 4 sites	1%
Total	**13%**

- During the month, we had 4 sites that had ground fault trips, but we brought the sites back online within 24 hours of those incidents. The ground fault trips are safety protections built into the sites and functioned as designed to protect the site and its surroundings.
- For the tracker and inverter issues, we are executing the remediation plan outlined above.
- It is important to note that there were no new issues contributing to the portfolio underperformance in July.

We welcome any questions you have and are happy to arrange a call to go through the information presented in greater detail.

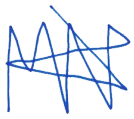
Regards

Georgy Joseph
Senior Associate, Corporate Finance
Office: +1 (416) 477-0726 x153

georgy.joseph@grasshopperenergy.com // grasshopperenergy.com

Please consider the environment before printing this email. We're not against printing, we're against wasting resources. This message is private and confidential. If you have received this message in error, please notify the sender and delete the message immediately.

This is Exhibit "JJJ" 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