

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

B E T W E E N:

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

Applicants

- and -

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

Respondents

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

**FACTUM OF THE APPLICANTS
(Receivership Order)**

September 22, 2025

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PART I - OVERVIEW

1. The Grasshopper group of solar generation companies (collectively, “**Grasshopper**”) is facing a leadership crisis. Its business—the operation of solar electricity generation facilities across Ontario—has been underperforming for at least two years (stemming from apparent inadequate monitoring and maintenance). The Debtors and Non-Debtor Obligors (both as defined below) in its corporate structure owe the applicants over \$148 million under first-ranking secured credit facilities that matured nearly three months ago. Critically, management of the entity with sole responsibility for operating and maintaining Grasshopper’s entire business have informed the Applicants that they intend to resign at the end of September, leaving Grasshopper at risk of being rudderless come October. Left on its present course, Grasshopper’s business—and the Applicants’ collateral—will further deteriorate.

2. The Applicants bring this receivership application under section 243(1) of the *Bankruptcy and Insolvency Act* and section 101 of the *Courts of Justice Act* (Ontario). They have been working with Grasshopper to facilitate an orderly transition to a receivership proceeding since May 2025. The key objectives of that transition plan include stabilizing Grasshopper’s business, resolving certain technical problems at its solar operations, and eventually marketing and selling that stabilized business through a court-approved SISP.

3. The proposed receivership has been carefully structured in light of Grasshopper’s complicated corporate structure. Grasshopper consists of 60 corporations and partnerships, most of which hold the assets, contracts and bank accounts associated with its various solar projects. Grasshopper co-owns 16 of those entities with third parties consisting of First Nations groups, municipalities, hospitals and other communities. Further, Grasshopper’s operations and

management functionality has to date been performed by a related entity over which the Applicants have limited security interests.

4. The proposed receivership is thus structured both to ensure those vital operations and management functions are preserved and to minimize the potential impact on those third-party co-owners (although it may prove necessary to expand the scope of the receivership as the proceeding unfolds). Specifically, the Applicants seek three categories of relief, consisting of the following:

- (a) First, a receiver would be appointed over some, but not all, of the Grasshopper entities; namely, the top-level Grasshopper borrowers, the two project subsidiaries that hold all of Grasshopper's residential project assets (*i.e.*, solar projects on residential homeowners' rooftops) and the general partners of those entities. This will give the receiver control over Grasshopper's revenues that flow up to those borrowers, along with direct or indirect control of each project-level subsidiary through the borrowers' ownership of those subsidiaries.
- (b) Second, protective relief would be extended to other entities in Grasshopper's corporate group, including: (i) a stay of proceedings; (ii) a direction that those entities continue to perform their contractual obligations (including continuing to flow revenue up to the top-level borrowers in the ordinary course); and (iii) authority for the receiver to exercise governance rights within the Grasshopper group, including to appoint and replace directors and officers of the project companies.
- (c) Finally, the Applicants are asking this Court to authorize the receiver's entry after its appointment into agreements with Spark and FAAN (both as defined below)—two reputable companies that would manage and perform certain of Grasshopper's

operations, maintenance, and administrative functions with a view to stabilizing the business and preparing the solar projects and/or project assets for sale.

5. The statutory requirements for the appointment of a receiver are a matter of well-settled law, and the Applicants submit that they meet all such requirements in respect of *all* Grasshopper entities over whose property they have security. Despite this, the Applicants seek less intrusive relief tailored to preserve Grasshopper's operations and prepare for a sale process, while minimizing the potential negative impact on the Grasshopper business and third-party stakeholders. This relief is just and convenient.

PART II - THE FACTS

6. This section focuses on the Applicants' and Grasshopper's efforts to transition Grasshopper's business to an orderly receivership proceeding, along with the proposed structure of this receivership. A fulsome description of the facts underlying this application is set out in the affidavit of Thomas Rorick sworn September 21, 2025 (the "**Rorick Affidavit**").

7. The applicants are Deutsche Bank Trust Company Americas (the "**Agent**"), and Deutsche Bank AG, Canada Branch and The Bank of Nova Scotia (together, the "**Lenders**", and collectively with the Agent, the "**Applicants**"). They seek to appoint Alvarez & Marsal Canada Inc. ("**A&M**") as the receiver over the Debtors and the Residential Redirected Account (each as defined below) (in such capacity, the "**Receiver**").

8. For ease of reference, the following table provides a categorical overview of the various entities that are subject to this proposed receivership, along with the defined terms for those entities that are used in the balance of this factum. A fulsome list of the specific entities that fall within each of these categories is provided at **Schedule "C"** to this factum.

Category	Role(s)	Agent's Collateral
“Debtors” – Subject to Full Receivership		
“Borrowers”	Primary obligors under the Credit Agreement; ultimate owners of the equity in Residential LPs, C&I Project HoldCos and C&I Equity HoldCos.	All or substantially all property.
“Borrower GPs”	General partners of the Borrowers.	All or substantially all property.
“Residential LPs”	Own all assets for Grasshopper’s residential solar projects.	All or substantially all property.
“Residential GPs”	General partners of the Residential LPs.	All or substantially all property.
“Non-Debtor Obligors” – Subject to Protective Relief		
“Fund Equity HoldCos”	Own all LP units in the Borrowers and all shares in the Borrower GPs.	All units held in the Borrowers and all shares held in the Borrower GPs.
“C&I Project HoldCos”	Own all assets for Grasshopper’s commercial and industrial solar projects.	All or substantially all property.
“C&I Equity HoldCos”	Hold the equity in certain C&I Project HoldCos.	All or substantially all property.
“Non-Debtor Service Providers” – Subject to Protective Relief		
“MSA Provider”	Provides all operations & management and administrative & accounting functions for Grasshopper.	Residential Redirected Account.
“TwentyFifty”	May have assumed certain functions from the MSA Provider (based on most recent information from 2023); included out of an abundance of caution.	None.
Outside of Proposed Receivership – Not Subject to Any Relief		
“Third-Party Project Co-Owners”	Co-owners of certain C&I Project HoldCos; ultimately owned by First Nations groups, municipalities, hospitals, and other communities.	All shares/units held in the applicable C&I Project HoldCos.

9. The Debtors and the Non-Debtor Obligors owe the Lenders \$148,245,877.68¹ (the “**Indebtedness**”) pursuant to a second amended and restated credit agreement dated June 29, 2023 (as further amended or otherwise modified from time to time, the “**Credit Agreement**”), and certain agreements, documents and instruments related to the Credit Agreement (collectively with the Credit Agreement, the “**Loan and Security Documents**”).²

10. The Agent serves as the administrative and collateral agent under the Loan and Security Documents and holds first ranking security for its and the Lenders’ benefit over: (i) all or substantially all of the property of the Borrowers, Borrower GPs, Residential LPs, Residential GPs, C&I Project HoldCos and C&I Equity HoldCos; (ii) all of the shares/units in the Borrowers and Borrower GPs held by the Fund Equity HoldCos; (iii) all of the shares/units in the C&I Project HoldCos held by the Third-Party Project Co-Owners; and (iv) a bank account that is held by the MSA Provider for the benefit of the Residential LPs (the “**Residential Redirected Account**”).³

A. Proposed Receivership Structure

11. In May 2025, the MSA Provider informed the Applicants that its management and key personnel intend to resign on or before September 30, 2025.⁴ Given the MSA Provider is currently responsible for *all* operations, maintenance and administrative services for Grasshopper’s entire solar portfolio, these departures pose an existential risk to Grasshopper’s business (and,

¹ As of September 1, 2025. This amount excludes certain fees, costs and similar amounts, which continue to accrue.

² Affidavit of Thomas Rorick sworn September 21, 2025 (“**Rorick Affidavit**”), paras 53, 58, 61 and 89, Tab 2 of the Applicants’ Application Record dated September 22, 2025 (“**AR**”), pp 58, 60, 61 and 75; Table of Security Granted by each Non-Debtor Obligor, Exhibit “AAA” of the Rorick Affidavit, AR, Tab 2, p 1883.

³ Rorick Affidavit, paras 58, 62, 66, 69, 73, 76, 79, 82, 85, 89, AR, Tab 2, pp 60-75; Table of Security Granted by each Non-Debtor Obligor, Exhibit “AAA” of the Rorick Affidavit, AR, Tab 2, p 1883.

⁴ Rorick Affidavit, paras 118-119, 122, AR, Tab 2, pp 89-90.

consequently, to the Applicants' security).⁵ The Applicants have been in discussions with the MSA Provider since that time with a view to facilitating an orderly transition.⁶ This receivership application is the product of those discussions.

12. The Applicants developed this receivership application with two primary objectives in mind: (i) to provide much-needed stability and supervision of Grasshopper's business and fix the various technical issues that affect its projects; and (ii) after Grasshopper's business is stabilized, to implement a SISF in respect of the Debtors' equity interests in the Residential LPs, C&I Project HoldCos and C&I Equity HoldCos to realize on the value of Grasshopper's solar portfolio.⁷ In light of these objectives, the Applicants are seeking three categories of relief.

13. First, the Applicants seek full receivership over the Debtors and the Residential Redirected Account. This relief will install the Receiver in place over the "top-level" Borrowers and Borrower GPs that collectively own the equity interests in the project-level Residential LPs, C&I Equity HoldCos and C&I Project HoldCos (save for the equity in the C&I Project HoldCos owned by the Third-Party Project Co-Owners and the general partnership units in the Residential LPs owned by the Residential GPs). Additionally, because the Residential GPs are not owned by the Borrowers or Borrower GPs, the Receiver's appointment over those Residential GPs and the Residential LPs will facilitate a future sale over those entities or their assets.⁸ Finally, the Residential Redirected Account is held by the MSA Provider on behalf of the Residential LPs.⁹ The Receiver's

⁵ Rorick Affidavit, para 35, AR, Tab 2, p 50.

⁶ Rorick Affidavit, paras 11, 122, AR, Tab 2, pp 42, 89.

⁷ Rorick Affidavit, para 147, AR, Tab 2, p 99.

⁸ Rorick Affidavit, para 150, AR, Tab 2, p 100.

⁹ Rorick Affidavit, para 47(a)(i), AR, Tab 2, pp 55-56.

appointment over those accounts is important to ensure funds continue to flow through those accounts in the ordinary course in accordance with the Credit Agreement.¹⁰

14. Second, the Applicants seek limited, tailored relief in respect of the Non-Debtor Obligors and Non-Debtor Service Providers that is designed to maintain the status quo while the Receiver stabilizes and eventually markets Grasshopper's business. Specifically, the Applicants are seeking the following relief (collectively, the "**Protective Relief**"):

- (a) **Stay:** an extension of the stay of proceedings over the Non-Debtor Obligors and the Non-Debtor Service Providers;¹¹
- (b) **Continued Performance of Obligations:** a direction that each Non-Debtor Obligor and Non-Debtor Service Provider continue to comply with its obligations under its contracts relating to the Grasshopper business (including its obligations, as applicable, to continue flowing funds from its respective revenue accounts up to the Borrowers' revenue accounts that will be within the Receiver's control);¹²
- (c) **Payment of Expenses:** authority for the Receiver to pay rent, insurance and other operating expenses on behalf of the applicable Non-Debtor Obligors and Non-Debtor Service Providers to minimize the risk of disruption to critical services (including any services sub-contracted by the Non-Debtor Service Providers);¹³ and
- (d) **Governance:** authority for the Receiver to exercise the Borrower's governance rights in respect of the Grasshopper group of companies, including to fill director

¹⁰ Rorick Affidavit, para 152, AR, Tab 2, p 103.

¹¹ Draft Receivership Order, paras 19-21, AR, Tab 3, p 2536.

¹² Draft Receivership Order, para 13, AR, Tab 3, p 2533.

¹³ Draft Receivership Order, para 4(e), AR, Tab 3, p 2526.

and officer vacancies for the Non-Debtor Obligors where the Borrowers otherwise have such a right.¹⁴

15. While the Applicants are entitled to appoint a receiver over the Non-Debtor Obligors, they do not believe at this time that a receivership over the Non-Debtor Obligors is necessary to stabilize the business and maximize value.¹⁵ The Protective Relief has also been designed to minimize the risk of disruption to the Third-Party Project Co-Owners that co-own certain of the C&I Project HoldCos. That being said, the Applicants reserve the right to seek a full receivership over the Non-Debtor Obligors and/or the shares in the C&I Project HoldCos held by the Third-Party Project Co-Owners should that relief prove necessary or desirable.

16. Finally, the Applicants are asking for this Court to authorize the Receiver's entry into agreements with Spark Power Renewables Canada Inc. ("**Spark**") and FAAN Advisors Group Inc. ("**FAAN**") in substantially the forms that A&M, in its capacity as the prospective Receiver, has negotiated and settled (with the assistance of counsel and in consultation with the Lenders' counsel) with Spark and FAAN.¹⁶ This relief will allow Spark and FAAN to manage and perform Grasshopper's operations, maintenance, and administrative functions with a view to stabilizing the Grasshopper business and preparing the solar projects and/or project assets for sale.

¹⁴ Draft Receivership Order, paras 14-17, AR, Tab 3, p 2535.

¹⁵ Rorick Affidavit, para 148, AR, Tab 2, pp 99-100.

¹⁶ Rorick Affidavit, para 135, AR, Tab 2, p 93; Settled Forms of Spark Services Agreements, Appendices "B" and "C" of the Proposed Receiver's Pre-Filing Report dated September 22, 2025 (the "**Pre-Filing Report**"); Settled Form of FAAN Services Agreement, Exhibit "D" of the Pre-Filing Report.

PART III - THE ISSUES

17. The issues before this Court, and addressed below, are:
- (a) Does this Court have jurisdiction to appoint the Receiver over the Debtors?
 - (b) Is it just and convenient in these circumstances for this Court to appoint the Receiver over the Debtors?
 - (c) Is it appropriate for this Court to grant the Protective Relief over the Non-Debtor Obligors?
 - (d) Is it appropriate for this Court to grant the Protective Relief over the Non-Debtor Service Providers?
 - (e) Is it appropriate for this Court to approve the Spark and FAAN engagements?
 - (f) Are the terms of the proposed receivership order appropriate?

PART IV - THE LAW

A. This Court has jurisdiction to appoint the Receiver

18. Section 101 of the CJA provides courts with the ability to appoint a receiver where it is “just or convenient.”¹⁷ Similarly, section 243(1) of the BIA provides that, on an application by a secured creditor, this Court may appoint a receiver to do any of the following if it considers it to be “just and convenient” to do so to: (a) take possession over the assets of an insolvent person; (b) exercise any control that the Court considers advisable over the insolvent person’s property and business; or (c) take any other action that the Court considers advisable.¹⁸

19. The Loan and Security Documents provide the Applicants with a security interest in: (i) all of the assets, property and undertaking of the Debtors and each of the Non-Debtor Obligors, save

¹⁷ CJA, s [101](#), Schedule “B”.

¹⁸ BIA, s [243\(1\)](#), Schedule “B”.

for the Fund Equity HoldCos, which have instead pledged their shares in the Borrowers and Borrower GPs; and (ii) the MSA Provider's interest in the Residential Redirected Account.¹⁹ The Applicants are therefore a "secured creditor" within the meaning of the BIA.²⁰

20. The maturity date under the Credit Agreement has passed without repayment of the obligations owed to the Lenders, and numerous other significant defaults have occurred under the Loan and Security Documents. The Debtors and Non-Debtor Obligor do not have the means to satisfy the Indebtedness. The Debtors and the Non-Debtor Obligor are each therefore an "insolvent person" under the meaning of the BIA.²¹

21. Subsection 243(5) of the BIA provides that an application under subsection 243(1) of the BIA is to be filed in a court having jurisdiction in the judicial district of the "locality of the debtor," which is defined in section 2 of the BIA.²²

22. Grasshopper's management operates out of a head office located at 5935 Airport Road, Mississauga, Ontario (just northeast of Toronto Pearson Airport), and carry on their solar operations at leased premises around the GTA and across Ontario.²³ The Agent's security is registered under the Ontario *Personal Property Security Act*.²⁴ The locality of the Debtors is

¹⁹ Rorick Affidavit, paras 58, 62, 66, 69, 73, 76, 79, 82, 85, 89, AR, Tab 2, pp 60-75; Table of Security Granted by each Non-Debtor Obligor, Exhibit "AAA" of the Rorick Affidavit, AR, Tab 2, p 1883.

²⁰ BIA, s [2](#), Schedule "B".

²¹ BIA, s [2](#), Schedule "B".

²² BIA, s [2](#), Schedule "B"; BIA, s [243\(5\)](#), Schedule "B".

²³ PPSA Search of Grasshopper Solar Corporation generated on September 11, 2025, Exhibit "HHH" of the Rorick Affidavit, AR, Tab 2, p 1999.

²⁴ Personal Property Security Register Searches generated on September 11, 2025, Exhibits "Z", "BB", "GG", "II", "GG", "OO", "QQ", "XX" and "ZZ" of the Rorick Affidavit, AR, Tab 2, pp 1422, 1450, 1523, 1551, 1689, 1717, 1845 and 1873.

therefore Ontario, and this application is properly brought before the Ontario Superior Court of Justice (Commercial List).

23. Subsection 243(4) of the BIA provides that only a trustee, as defined in section 2 of the BIA, may be appointed under subsection 243(1) of the BIA.²⁵ A&M is a trustee as defined in the BIA, and therefore satisfies the requirements for appointment pursuant to the BIA.²⁶

24. Finally, section 244(1) of the BIA requires that a secured creditor provide an insolvent person with the requisite advance notice of its intention to enforce security.²⁷

25. The Applicants sent demand letters and notices of intention to enforce security to each Debtor and Non-Debtor Obligor under section 244 of the BIA on June 26, 2025.²⁸ All applicable statutory notice periods have long expired. Since that time, the Lenders have been working with Grasshopper to advance a transition to receivership, including given the imminent departure of the Non-Debtor Service Providers' key personnel.

26. As a result of the foregoing, this Court has jurisdiction to appoint the Receiver over each of the Debtors and the Residential Redirected Account pursuant to section 243 of the BIA and section 101 of the CJA.

²⁵ BIA, s [2](#), Schedule "B"; BIA, s [243\(4\)](#), Schedule "B".

²⁶ Rorick Affidavit, para 156, AR, Tab 2, p 104.

²⁷ BIA, s [244\(1\)](#), Schedule "B".

²⁸ Rorick Affidavit, para 123, AR, Tab 2, p 90; see also, *e.g.*, Demand Letter and Notice of Intention to Enforce Security delivered to Fund I LP on June 26, 2025, Exhibit "QQQ" of the Rorick Affidavit, AR, Tab 2, p 2300.

B. It is just and convenient for this Court to appoint the Receiver over the Debtors and the Residential Redirected Account

27. It is just and convenient in the present circumstances for this Court to appoint the Receiver over the Debtors and the Residential Redirected Account held in the name of the MSA Provider.

28. Neither the BIA nor the CJA provide a list of factors to be considered when determining whether it is just and convenient to appoint a receiver. Notably, the CJA does not require an applicant to be a secured creditor when determining whether the test for appointment is met.²⁹ The jurisprudence has developed a series of factors for a court to consider. As a guiding principle, the analysis must take all of the circumstances into account, including, in particular, the nature of the property and the rights and interests of all parties in relation thereto.³⁰

29. The factors for a court to consider include, among other things: (i) whether irreparable harm might be caused if no order were made; (ii) the risk to the security holder taking into consideration the size of the debtor's equity in the assets and the need for protection or safeguarding of the assets while litigation takes place; (iii) the nature of the property; (iv) the apprehended or actual waste of the debtor's assets; (iv) the preservation and protection of the property pending judicial resolution; (v) the balance of convenience to the parties; (vi) the enforcement of rights under a security instrument where the security-holder encounters or expects to encounter difficulty

²⁹ *Hands-On Capital Investments Inc. v DMCC Holdings Inc.*, [2023 ONSC 2417](#) (Commercial List), [paras 48, 63](#).

³⁰ *RMB Australia Holdings Limited v Seafleld Resources Ltd.*, [2014 ONSC 5205](#) (Commercial List), [paras 28-29](#); *Bank of Nova Scotia v Freure Village on Clair Creek* (1996), [40 C.B.R. \(3d\) 274](#) (Ont. Gen. Div. (Commercial List)), [para 10](#).

with the debtor and others; (vii) the effect of the order upon the parties; and (viii) the conduct of the parties.³¹

30. In addition, where the loan agreement and related transaction documents contemplate the appointment of a court-appointed receiver, this Court affirmed in *RMB Australia Holdings Limited v. Seafleld Resources Ltd* that “the ‘extraordinary’ nature of the remedy sought is less essential to the inquiry” and instead the Court must determine “whether it is more in the interests of all concerned to have the receiver appointed by the Court or not.”³² The burden is also significantly lowered in cases where the loan and security documents are in default and have matured.³³

31. When the above-noted factors are applied to this case, the Applicants have met their burden to appoint a receiver. The salient factors include: (i) Grasshopper’s lack of operations, maintenance and administrative functionality come October; (ii) the presence of multiple operational and financial defaults, including a maturity default, and the resulting insolvency of Grasshopper; (iii) the Applicants’ significant efforts to date to accommodate Grasshopper and find solutions to its challenges; and (iv) the Applicants’ contractual right to appoint a receiver. Each factor is discussed in turn.

32. **Grasshopper’s Governance Crisis.** Grasshopper is expected to be incapable of operating its business by the end of September when the MSA Provider’s management departs.³⁴ All

³¹ See, e.g., *Maple Trade Finance Inc. v CY Oriental Holdings Ltd.*, [2009 BCSC 1527](#), [para 25](#).

³² *RMB Australia Holdings Limited v Seafleld Resources Ltd.*, [2014 ONSC 5205](#) (Commercial List), [paras 28-29](#); quoting *Bank of Nova Scotia v Freure Village on Clair Creek* (1996), [40 C.B.R. \(3d\) 274](#) (Ont. Gen. Div. (Commercial List)), [para 12](#); *BCIMC Construction Fund Corporation et al. v The Clover on Yonge Inc.*, [2020 ONSC 1953](#) (Commercial List), [para 43](#).

³³ *Confederation Life Insurance Co. v Double Y Holdings Inc.*, [1991] O.J. No. 2613 (Ont. Sup. Ct. J. (Commercial List)) ([Westlaw](#)), para 20.

³⁴ Rorick Affidavit, paras 146, AR, Tab 2, p 99.

stakeholders—including the Applicants, the Third-Party Project Co-Owners and the landlords on whose property Grasshopper’s solar assets are located—will be worse off without a receivership.

33. The potential harm caused by a debtor’s inadequate management capabilities typically arises in the context of an applicant having lost confidence in the debtor’s management, which this Court has found on numerous occasions to be a critical ground for the appointment of a receiver.³⁵ In the present case, it is impossible for the Applicants, or any other stakeholder, to have confidence in Grasshopper’s management because there will *be* no management come October when the MSA Provider’s key personnel depart. Receivership is the only practical means of addressing this governance crisis in the circumstances.

34. **Numerous serious defaults.** Numerous significant, existential defaults have occurred under the Loan and Security Documents that Grasshopper has no means to remedy. These defaults include, among others: (i) a maturity default that occurred on June 29, 2025, thereby leaving Grasshopper immediately owing over \$146 million (as of that date) without any feasible means of repayment;³⁶ (ii) Grasshopper’s failure to maintain its operations in accordance with prudent practices, which resulted in the significant operational problems that will need to be fixed in this receivership;³⁷ and (iii) the intention of the MSA Provider’s management to abandon the business

³⁵ *Confederation Life Insurance Co. v Double Y Holdings Inc.*, [1991] O.J. No. 2613 (Ont. Sup. Ct. J. (Commercial List)) ([Westlaw](#)), para 24; *BCIMC Construction Fund Corporation et al. v The Clover on Yonge Inc.*, [2020 ONSC 1953](#) (Commercial List), paras [45](#), [49](#); *KingSett Mortgage Corporation v 30 Roe Investments Corp.*, [2022 ONSC 2777](#), paras [29](#), [32](#); *Macquarie Equipment Finance Limited v Validus Power Corp. et al.*, [2023 ONSC 4772](#) (Commercial List), [para 36](#).

³⁶ Rorick Affidavit, paras 128-129, AR, Tab 2, pp 91, 92; Credit Agreement, ss 2.5(a) and 10.1(f), Exhibit “I” of the Rorick Affidavit, AR, Tab 2.

³⁷ Rorick Affidavit, para 109, AR, Tab 2, p 86; Credit Agreement, ss 7.1(ii) and 10.1(f), Exhibit “I” of the Rorick Affidavit, AR, Tab 2, pp 445, 470.

at the end of this month.³⁸ It is clear that Grasshopper is insolvent. Grasshopper has only been able to continue to meet ongoing operational costs because of the continued support of the Lenders.³⁹

35. **The Applicant made significant efforts to accommodate Grasshopper; there are no out-of-court solutions.** The Applicants have been working with Grasshopper for nearly a year to resolve the numerous challenges that plague its business. The Applicants have, among other things: (i) funded over \$750,000 of Grasshopper's ongoing expenses since the second quarter of 2025, including payroll, general and administration expenses, vegetation management at the solar project sites and corrective maintenance; (ii) paid a total of \$372,000 to one of the MSA Provider's key personnel to remain in his role; and (iii) consented to the release of \$697,000 of funds from a reserve established in the Credit Agreement despite the conditions surrounding that release not being met.⁴⁰

36. Despite these significant efforts and accommodations, the Applicants and Grasshopper were unable to find a solution that resulted in repayment of the Indebtedness on the June 29 maturity date and Grasshopper has no prospect of being able to repay the Indebtedness. Grasshopper continues to face numerous existential problems without a viable path forward. All reasonable out-of-court options have been considered.

37. **The Applicant has a contractual right to appoint a receiver.** The key Loan and Security Documents give the Agent the express contractual right to appoint a receiver over all of the assets of each of the Debtors.⁴¹ Those Loan and Security Documents also entitle the Agent to appoint a

³⁸ Rorick Affidavit, para 122, AR, Tab 2, p 89; Credit Agreement, ss 10.1(m) and (q), Exhibit "I" of the Rorick Affidavit, AR, Tab 2, pp 471-472.

³⁹ See, e.g., Rorick Affidavit, paras 133 and 145, AR, Tab 2, pp 93, 98.

⁴⁰ Rorick Affidavit, paras 133 and 145, AR, Tab 2, pp 93, 98.

⁴¹ Rorick Affidavit, para 142, AR, Tab 2, pp 95-98; see also, for example, General Security Agreement of Fund I LP dated March 19, 2018, s 6.1(a), Exhibit "V" to the Rorick Affidavit,

receiver over all of the assets of the Non-Debtor Obligors (save for the Fund Equity HoldCos, which only pledged their shares in the Borrowers and Borrower GPs).⁴² As noted, the existence of a contractual right to appoint a receiver shifts the focus of the court's analysis from the "extraordinary" nature of a receivership to whether a receivership is in the interests of the debtor's creditors. That is the case here.

38. The factors outlined above clearly illustrate that the appointment of the Receiver over the Debtors is in the interests of Grasshopper's creditors and other stakeholders. Receivership is just and convenient in these circumstances.

C. It is appropriate for this Court to grant the Protective Relief over the Non-Debtor Obligors

39. The discussion in the preceding section applies in equal measure to the Non-Debtor Obligors. Were the Applicants to seek a receivership over the Non-Debtor Obligors, such relief would be just and convenient for the reasons outlined above. However, the Applicants are, at this time, seeking the less intrusive Protective Relief over the Non-Debtor Obligors.⁴³

40. The Supreme Court of Canada emphasized in its recent *Petrowest* decision that section 183 of the BIA, when paired with section 243, gives this Court the authority to do "what practicality demands" in a receivership proceeding.⁴⁴ Through that lens, Justice Osborne recently granted a receivership order in *The One* that extended similar relief to the Protective Relief in favour of a

AR, Tab 2, p 1359; Assignment of Agreements of Fund I LP dated March 19, 2018, s 3.1(a)(i), Exhibit "W" to the Rorick Affidavit, AR, Tab 2, pp 1374-1375; Debenture of 2445073 Ontario Inc dated March 19, 2018, s 8(b), Exhibit "FFF" to the Rorick Affidavit, AR, Tab 2, p 1968.

⁴² *Ibid.*

⁴³ Draft Receivership Order, paras 4(e), 13, 14-17, 19-21, AR, Tab 3, pp 2526, 2533, 2535 and 2536.

⁴⁴ *Peace River Hydro Partners v Petrowest Corp.*, [2022 SCC 41](#), [para 9](#).

residential condominium developer.⁴⁵ In granting that relief, Justice Osborne found it was necessary to minimize disruptions to contractual relationships or potential litigation and to ensure the receiver had a reasonable opportunity to determine how to maximize value for stakeholders.⁴⁶ He held that the BIA gives judges the “broadest possible mandate” in receivership proceedings to enable them to “react to any circumstances that may arise.”⁴⁷

41. In the present case, the Protective Relief is thoughtful and restricted to relief that is necessary to stabilize Grasshopper’s business while preparing it for sale. The justification for such relief includes:

- (a) the Non-Debtor Obligors hold the key assets of the Grasshopper business, including land leases, FIT program contracts, solar installations and equipment and bank accounts into which project revenues are deposited;⁴⁸ a stay of proceedings that extends to the Non-Debtor Obligors is necessary to prevent contractual counterparties from exercising rights against any Non-Debtor Obligor, including in response to this receivership; among other things, this protects from termination of the leases and contracts that are critical assets of the Non-Debtor Obligors;
- (b) a direction that the Non-Debtor Obligors continue to comply with their contractual obligations to other Grasshopper entities and flow funds up to the Borrowers in accordance with the Credit Agreement, which preserves the status quo during this

⁴⁵ Order (Appointing Receiver) dated October 18, 2023, *KEB Hana Bank v Mizrahi Commercial (The One) LP et al.*, Court File No CV-23-00707839-00CL (Ont. Sup. Ct. J. (Commercial List)) ([Link](#)), paras 4(d), 14-18.

⁴⁶ Endorsement of Osborne J. dated October 18, 2023, *KEB Hana Bank v Mizrahi Commercial (The One) LP et al.*, Court File No CV-23-00707839-00CL (Ont. Sup. Ct. J. (Commercial List)) ([Link](#)), paras 62-64.

⁴⁷ *Ibid*, paras 54-55.

⁴⁸ Rorick Affidavit, para 43, AR, Tab 2, p 53.

receivership and ensures that the revenues generated by the business are within the Receiver's control;

- (c) authority for the Receiver to pay critical expenses on the Non-Debtor Obligors' behalf, which mirrors the current arrangements where the Borrowers pay those amounts on behalf of the Non-Debtor Obligors; and
- (d) authority for the Receiver to exercise the Debtors' governance rights with respect to the C&I Equity HoldCos and the C&I Project HoldCos, including to fill any director or officer vacancies for those entities, which will ensure that the governance of the C&I Equity HoldCos and C&I Project HoldCos is aligned with the strategic direction of the receivership and that the Receiver can respond effectively to any corporate governance gaps.

42. This relief is specifically tailored to allow the Receiver to stabilize and eventually sell Grasshopper's business while minimizing the impact of this receivership proceeding on the Grasshopper business and the Third-Party Project Co-Owners and other stakeholders. It is just and convenient in these circumstances.

D. It is appropriate for this Court to grant the Protective Relief over the Non-Debtor Service Providers

43. The Protective Relief should also extend to the Non-Debtor Service Providers, despite the Agent having a security interest in only the Residential Redirected Account. The operations, maintenance and administrative functionality that the MSA Provider has to date provided to Grasshopper's business—and that TwentyFifty may have to date provided to Grasshopper's business—cuts to the very heart of Grasshopper's operations.

44. There are multiple examples where this Court and others have granted relief in respect of an entity outside of the scope of the applicant's security package where the entity is intricately involved with a debtor that is already in receivership.⁴⁹ The Alberta Court of King's Bench, for example, put an entity into receivership—despite the applicant's security not extending to that entity—because the entity was “central to the effective operation” of the debtor's business.⁵⁰

45. The MSA Provider is central to Grasshopper's operations. It has to date provided *all* operations, maintenance and administrative functionality for Grasshopper's entire solar portfolio.⁵¹ Certain key contracts and assets of the Grasshopper business may be held by, or issued in the name of, the MSA Provider. While, as noted below, the Receiver intends to transition many of the operations, maintenance and administrative functions to Spark and FAAN, respectively, the Protective Relief is necessary to facilitate the transition to more sustainable management functionality while minimizing the risk of disruption caused by the MSA Provider's exit.

46. Specifically: (i) the stay of proceedings will ensure that any critical sub-contractors engaged by the MSA Provider cannot terminate their arrangements with the MSA Provider; (ii) the direction to continue to comply with its contracts with the Grasshopper group will ensure that the MSA Provider continues to provide any necessary services during the transition to Spark and FAAN (including in respect of the delivery of books and records that Spark and FAAN may require in order to perform their services); and (iii) the authority for the Receiver to pay critical expenses

⁴⁹ *WestLB AG, Toronto Branch v Rosseau Resort Developments Inc.*, 2009 CarswellOnt 6182 ([Westlaw](#)), para 37; *General Electric Real Estate v Liberty Assisted Living Inc.*, [2011 ONSC 4704](#), para 10.

⁵⁰ *Romspen Investment Corp. v Hargate Properties Inc.*, [2011 ABQB 759](#), paras 16-17.

⁵¹ Rorick Affidavit, para 35, AR, Tab 2, p 50.

on the Non-Debtor Service Providers' behalf will ensure that the Receiver can pay critical sub-contractors for any necessary transition services.

47. Additionally, to the extent any of the MSA Provider's functionality was transitioned to TwentyFifty, it, too, may be central to Grasshopper's operations. While the Applicants do not at this time have sufficient information to determine whether any services were in fact transitioned from the MSA Provider to TwentyFifty following those parties' transition discussions in 2023, the Protective Relief should be extended to TwentyFifty out of an abundance of caution for the reasons set out in the previous paragraph.⁵²

48. Importantly, the Protective Relief in respect of the Non-Debtor Service Providers extends only to matters that are related to the Grasshopper business or Grasshopper property. It does not, for example, prevent the exercise of rights or remedies against the Non-Debtor Service Providers in respect of matters that are wholly unrelated to Grasshopper.⁵³ The Protective Relief is therefore appropriately tailored and limited to what is required to preserve the value and operations of the Grasshopper business.

E. This Court should approve the Spark and FAAN engagements

49. The Spark and FAAN engagements are a necessary element of the Applicants' objectives in this receivership. Namely, they are intended to replace the operations, maintenance, and administrative services that the Non-Debtor Service Providers have been providing to the

⁵² Rorick Affidavit, para 38, AR, Tab 2, p 51; see also, Email Correspondence between the Lenders and TwentyFifty from August 7, 2023, to October 24, 2023, Exhibit "G" of the Rorick Affidavit, AR, Tab 2, pp 323 and 327.

⁵³ For example, paragraph 21 of the Draft Receivership Order would stay all rights and remedies against the Non-Debtor Service Providers "solely to the extent such right or remedy relates to or otherwise affects the Grasshopper Property or the Grasshopper Business"; paras 13(a) and (b) and 20 have similar qualifications. See AR, Tab 3, pp 2533 and 2536.

Grasshopper group in light of the expected resignations of their key personnel.⁵⁴ The continuation of these services is essential to both preserve the business and address deficiencies that presently exist in advance of a sale of the business.

50. The Receiver has, with the assistance of its counsel and in consultation with the Lenders' counsel, prepared and negotiated draft agreements with each of Spark and FAAN.⁵⁵ Those agreements are acceptable to the parties, and the Receiver proposes to enter into those agreements upon its appointment with the approval of the Court, subject to such minor changes as might be agreed to between the Receiver and Spark or FAAN, as applicable.⁵⁶

51. Key terms of the Spark and FAAN agreements include:

- (a) **Term:** Each agreement has a term of one year, with automatic renewals for successive one-year terms unless a party delivers written notice of non-renewal no less than 45 days prior to the expiry of the then-current term.⁵⁷
- (b) **Scope of Services (FAAN):** FAAN will provide the following services, among others: (i) accounting and financial reporting; (ii) contract management; (iii) tax return assistance; and (iv) client management services, including communicating with and tracking requests from residential homeowners, coordinating responses to such requests and managing revenue collection activities.⁵⁸

⁵⁴ Rorick Affidavit, para 135, AR, Tab 2, p 93.

⁵⁵ Settled Forms of Spark Services Agreements, Appendices "B" and "C" of the Pre-Filing Report.

⁵⁶ Draft Receivership Order, para 5, AR, Tab 3, p 2530.

⁵⁷ Settled Forms of Spark Services Agreements, s 6.1, Appendices "B" and "C" of the Pre-Filing Report; Settled Form of FAAN Services Agreement, s 4.1, Appendix "D" of the Pre-Filing Report.

⁵⁸ Settled Form of FAAN Services Agreement, Schedule "A", Appendix "D" of the Pre-Filing Report.

- (c) **Scope of Services (Spark):** Spark will provide the following services, among others, for both the C&I and residential sides of Grasshopper’s business: (i) planned maintenance of the solar projects and the equipment located thereon; (ii) monitoring and performance analysis for the solar projects; (iii) corrective maintenance and onsite communications.⁵⁹
- (d) **Pricing:** FAAN will be paid on an hourly basis in accordance with prescribed rates, with monthly fees capped at \$85,000 (plus applicable taxes) commencing with the first full calendar month that begins 90 or more days after the commencement of services.⁶⁰ Spark will be paid on an annualized per-project basis in accordance with the pricing set out in Schedules “A” and “C” of the Spark agreements and on an hourly basis in respect of additional services.⁶¹
- (e) **Option to Terminate or Assign upon Sale (Spark and FAAN).** Each agreement facilitates a future sale of Grasshopper’s business and/or assets by: (i) providing the Receiver with a right to terminate when at least 50% of Grasshopper’s projects have been sold; and (ii) providing the Receiver with the right to assign the agreement to a purchaser of at least 50% of Grasshopper’s projects. Each agreement also permits the Receiver to terminate the agreement for convenience on providing not less than 60 days advance written notice.⁶²

⁵⁹ Settled Forms of Spark Services Agreements, Schedule “B”, Appendices “B” and “C” of the Pre-Filing Report.

⁶⁰ Settled Form of FAAN Services Agreement, Schedule “B”, Appendix “D” of the Pre-Filing Report.

⁶¹ Settled Forms of Spark Services Agreements, Schedules “A” and “C”, Appendices “B” and “C” of the Pre-Filing Report.

⁶² Settled Forms of Spark Services Agreements, s 6.4, Appendices “B” and “C” of the Pre-Filing Report; Settled Form of FAAN Services Agreement, s 4.4, Appendix “D” of the Pre-Filing Report.

52. The Spark and FAAN engagements are appropriate. The Receiver believes their terms—including pricing—are consistent with similar agreements for these types of services, and the Lenders have been consulted with respect to their terms and support the Receiver entering into these agreements. This Court should approve them.

F. The Terms of the Proposed Receivership Order are Appropriate

53. The terms of the Applicant’s proposed receivership order are substantially similar to the terms of the Commercial List’s model receivership order, save for the inclusion of the Protective Relief and the authority for the Receiver to enter into the Spark and FAAN agreements, discussed above. The proposed receivership order includes standard model order language that would approve: (i) a charge in favour of the Receiver and its counsel for their fees and disbursements; and (ii) a borrowing facility in favour of the Receiver up to a maximum amount of \$5 million and a corresponding charge to secure advances under that facility (the “**Receiver’s Borrowing Facility and Charge**”).⁶³

54. Both of the foregoing charges would attach only to the “Property” (as defined in the draft order), being property only of the Debtors, along with the Residential Redirected Account.⁶⁴ For clarity, other than the MSA Provider’s interest in the Residential Redirected Account, those charges would not attached to any property of any Non-Debtor Obligor, Non-Debtor Service Provider or Third-Party Project Co-Owner.⁶⁵

55. While this receivership is currently expected to be self-funded in the near term through the revenues generated in the ordinary course of Grasshopper’s business, the Applicants are mindful

⁶³ Draft Receivership Order, paras 29 and 33, AR, Tab 3, p 2541-2542.

⁶⁴ Draft Receivership Order, para 3 (definition of “Property”), AR, Tab 3, pp 2524-2525.

⁶⁵ *Ibid.*

that unexpected funding needs often arise in receivership proceedings of this nature.⁶⁶ It is appropriate for this Court to approve the Receiver's Borrowing Facility and Charge at this time in order to avoid the need to return to Court if such a need arises—particularly if it arises on an emergency basis. For clarity, the Applicants have not committed to advancing any funds to the Receiver at this time.⁶⁷

PART V - ORDER REQUESTED

56. For the reasons set forth herein and in the application record, the Applicants respectfully request that this Court grant the proposed receivership order in the form contained in Tab 3 of the application record.

ALL OF WHICH IS RESPECTFULLY SUBMITTED



David Bish / Mike Noel

Lawyers for Deutsche Bank Trust Company Americas,
as Agent, and Deutsche Bank AG, Canada Branch, and
The Bank of Nova Scotia

⁶⁶ Rorick Affidavit, paras 158-159, AR, Tab 2, p 105.

⁶⁷ Rorick Affidavit, para 158, AR, Tab 2, p 105.

SCHEDULE A – LIST OF AUTHORITIES

1. *Hands-On Capital Investments Inc. v DMCC Holdings Inc.*, [2023 ONSC 2417](#) (Commercial List)
2. *RMB Australia Holdings Limited v. Seafleld Resources Ltd.*, [2014 ONSC 5205](#) (Commercial List)
3. *Bank of Nova Scotia v. Freure Village on Clair Creek* (1996), [40 C.B.R. \(3d\) 274](#) (Ont. Gen. Div. (Commercial List))
4. *Maple Trade Finance Inc. v CY Oriental Holdings Ltd.*, [2009 BCSC 1527](#)
5. *Confederation Life Insurance Co. v Double Y Holdings Inc.*, [1991] O.J. No. 2613 (Ont. Sup. Ct. J. (Commercial List)) ([Westlaw](#))
6. *BCIMC Construction Fund Corporation et al. v. The Clover on Yonge Inc.*, [2020 ONSC 1953](#) (Commercial List)
7. *KingSett Mortgage Corporation v. 30 Roe Investments Corp.*, [2022 ONSC 2777](#)
8. *Macquarie Equipment Finance Limited v Validus Power Corp. et al.*, [2023 ONSC 4772](#) (Commercial List)
9. *Peace River Hydro Partners v Petrowest Corp.*, [2022 SCC 41](#)
10. Order (Appointing Receiver) dated October 18, 2023, *KEB Hana Bank v Mizrahi Commercial (The One) LP et al.*, Court File No CV-23-00707839-00CL (Ont. Sup. Ct. J. (Commercial List)) ([Link](#))
11. Endorsement of Osborne J. dated October 18, 2023, *KEB Hana Bank v Mizrahi Commercial (The One) LP et al.*, Court File No CV-23-00707839-00CL (Ont. Sup. Ct. J. (Commercial List)) ([Link](#))
12. *WestLB AG, Toronto Branch v Rosseau Resort Developments Inc.*, 2009 CarswellOnt 6182 ([Westlaw](#))
13. *General Electric Real Estate v Liberty Assisted Living Inc.*, [2011 ONSC 4704](#)
14. *Romspen Investment Corp. v Hargate Properties Inc.*, [2011 ABQB 759](#)

SCHEDULE B – TEXT OF STATUTES, REGULATIONS & BY-LAWS

Bankruptcy and Insolvency Act, RSC 1985, c. B-3

INTERPRETATION

Definitions

2 In this Act,

insolvent person means a person who is not bankrupt and who resides, carries on business or has property in Canada, whose liabilities to creditors provable as claims under this Act amount to one thousand dollars, and

- (a) who is for any reason unable to meet his obligations as they generally become due,
- (b) who has ceased paying his current obligations in the ordinary course of business as they generally become due, or
- (c) the aggregate of whose property is not, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would not be sufficient to enable payment of all his obligations, due and accruing due; (*personne insolvable*)

[...]

locality of a debtor means the principal place

- (a) where the debtor has carried on business during the year immediately preceding the date of the initial bankruptcy event,
- (b) where the debtor has resided during the year immediately preceding the date of the initial bankruptcy event, or
- (c) in cases not coming within paragraph (a) or (b), where the greater portion of the property of the debtor is situated; (*localité*)

[...]

secured creditor means a person holding a mortgage, hypothec, pledge, charge or lien on or against the property of the debtor or any part of that property as security for a debt due or accruing due to the person from the debtor, or a person whose claim is based on, or secured by, a negotiable instrument held as collateral security and on which the debtor is only indirectly or secondarily liable, and includes

- (a) a person who has a right of retention or a prior claim constituting a real right, within the meaning of the Civil Code of Québec or any other statute of the Province of Quebec, on or against the property of the debtor or any part of that property, or

(b) any of

- (i) the vendor of any property sold to the debtor under a conditional or instalment sale,
- (ii) the purchaser of any property from the debtor subject to a right of redemption, or
- (iii) the trustee of a trust constituted by the debtor to secure the performance of an obligation,

if the exercise of the person's rights is subject to the provisions of Book Six of the Civil Code of Québec entitled Prior Claims and Hypothecs that deal with the exercise of hypothecary rights; (*créancier garanti*)

PART XI – SECURED CREDITORS AND RECEIVERS

Court may appoint receiver

243 (1) Subject to subsection (1.1), on application by a secured creditor, a court may appoint a receiver to do any or all of the following if it considers it to be just or convenient to do so:

- (a) take possession of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt;
- (b) exercise any control that the court considers advisable over that property and over the insolvent person's or bankrupt's business; or
- (c) take any other action that the court considers advisable.

Restriction on appointment of receiver

(1.1) In the case of an insolvent person in respect of whose property a notice is to be sent under subsection 244(1), the court may not appoint a receiver under subsection (1) before the expiry of 10 days after the day on which the secured creditor sends the notice unless

- (a) the insolvent person consents to an earlier enforcement under subsection 244(2); or
- (b) the court considers it appropriate to appoint a receiver before then.

Definition of receiver

(2) Subject to subsections (3) and (4), in this Part, **receiver** means a person who

- (a) is appointed under subsection (1); or
- (b) is appointed to take or takes possession or control — of all or substantially all of the inventory, accounts receivable or other property of an insolvent person or bankrupt that was acquired for or used in relation to a business carried on by the insolvent person or bankrupt — under
 - (i) an agreement under which property becomes subject to a security (in this Part referred to as a “security agreement”), or
 - (ii) a court order made under another Act of Parliament, or an Act of a legislature of a province, that provides for or authorizes the appointment of a receiver or receiver-manager.

Definition of receiver — subsection 248(2)

(3) For the purposes of subsection 248(2), the definition **receiver** in subsection (2) is to be read without reference to paragraph (a) or subparagraph (b)(ii).

Trustee to be appointed

(4) Only a trustee may be appointed under subsection (1) or under an agreement or order referred to in paragraph (2)(b).

Place of filing

(5) The application is to be filed in a court having jurisdiction in the judicial district of the locality of the debtor.

Orders respecting fees and disbursements

(6) If a receiver is appointed under subsection (1), the court may make any order respecting the payment of fees and disbursements of the receiver that it considers proper, including one that gives the receiver a charge, ranking ahead of any or all of the secured creditors, over all or part of the property of the insolvent person or bankrupt in respect of the receiver's claim for fees or disbursements, but the court

may not make the order unless it is satisfied that the secured creditors who would be materially affected by the order were given reasonable notice and an opportunity to make representations.

Meaning of disbursements

(7) In subsection (6), ***disbursements*** does not include payments made in the operation of a business of the insolvent person or bankrupt.

Advance notice

244 (1) A secured creditor who intends to enforce a security on all or substantially all of

- (a) the inventory,
- (b) the accounts receivable, or
- (c) the other property

of an insolvent person that was acquired for, or is used in relation to, a business carried on by the insolvent person shall send to that insolvent person, in the prescribed form and manner, a notice of that intention.

Period of notice

(2) Where a notice is required to be sent under subsection (1), the secured creditor shall not enforce the security in respect of which the notice is required until the expiry of ten days after sending that notice, unless the insolvent person consents to an earlier enforcement of the security.

No advance consent

(2.1) For the purposes of subsection (2), consent to earlier enforcement of a security may not be obtained by a secured creditor prior to the sending of the notice referred to in subsection (1).

Exception

- (3) This section does not apply, or ceases to apply, in respect of a secured creditor
- (a) whose right to realize or otherwise deal with his security is protected by subsection 69.1(5) or (6);
or
 - (b) in respect of whom a stay under sections 69 to 69.2 has been lifted pursuant to section 69.4.

Idem

- (4) This section does not apply where there is a receiver in respect of the insolvent person.

Courts of Justice Act, RSO 1990, c. C.43

INTERLOCUTORY ORDERS

Injunctions and receivers

101 (1) In the Superior Court of Justice, an interlocutory injunction or mandatory order may be granted or a receiver or receiver and manager may be appointed by an interlocutory order, where it appears to a judge of the court to be just or convenient to do so.

Terms

- (2) An order under subsection (1) may include such terms as are considered just.

SCHEDULE C
Grasshopper Entities

DEBTORS

Borrowers

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

Borrower GPs

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

Residential LPs

- GSC Solar Leasing LP
- GSC Solar Leasing II LP

Residential GPs

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

NON-DEBTOR OBLIGORS

Fund Equity HoldCos

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

C&I Project HoldCos

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

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

C&I Equity HoldCos

- 2410089 Ontario Inc.
- 2416428 Ontario Inc.
- 2422500 Ontario Inc.
- Celeste Solar GP Inc.
- GSC Gengrowth GP Inc.
- GSC Solar Leasing II GP Inc.
- GSC Solar Leasing GP Inc.
- GSC Southlake Solar GP Inc.
- GSC SPN 4 Projects GP Inc.
- Marina Del Rey Solar Inc.
- McLevin Avenue Solar Inc.
- Solar Power Network 001 Inc.
- Solar Power Network 003 Inc.

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

NON-DEBTOR SERVICE PROVIDERS

MSA Provider

- Grasshopper Solar Corporation
- Grasshopper Solar Asset Management Inc.

TwentyFifty Entities

- TwentyFifty Inc.
- TwentyFifty Asset Management Inc.

THIRD-PARTY PROJECT CO-OWNERS

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

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

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

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at TORONTO

**FACTUM OF THE APPLICANTS
(Receivership Order)**

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