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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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

Applicants

- and -

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

Respondents

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

SECOND REPORT OF THE RECEIVER
ALVAREZ & MARSAL CANADA INC.

JULY 30, 2026

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1.0 INTRODUCTION

1.1 On September 23, 2025 (the "**Appointment Date**"), upon application by Deutsche Bank Trust Company Americas (the "**Agent**"), Deutsche Bank AG, Canada Branch, and The Bank of Nova Scotia (together, the "**Lenders**", and collectively with the Agent, the "**Applicants**"), Alvarez & Marsal Canada Inc. ("**A&M**") was appointed by an Order (Appointing Receiver) (the "**Original Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), as receiver and manager (in such capacities, the "**Receiver**"), without security, of: (i) all of the assets, undertakings and properties of GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc., GSC Solar Fund II GP Inc., GSC Solar Leasing LP, GSC Solar Leasing II LP, GSC Solar Leasing GP Inc. and GSC Solar Leasing II GP Inc. (collectively, the "**Original Debtors**"); and (ii) the Residential Redirected Account (as defined in the Original Receivership Order). A copy of the Original Receivership Order, as amended on October 14, 2025, is attached as **Appendix "A"**.

1.2 The Original Debtors and the Non-Debtor Obligors (as defined below) (collectively, the "**Grasshopper Entities**") own and operate solar electricity generation projects in Ontario in two primary portfolios: (i) a portfolio of approximately 132 commercial and industrial solar projects (the "**C&I Portfolio**"); and (ii) a portfolio of approximately 3,200 residential solar projects (the "**Residential Portfolio**").

1.3 The principal purposes of these receivership proceedings (the "**Receivership Proceedings**") have been to provide much-needed stability for the Grasshopper Entities' business, to address governance, management transition, and technical issues relating to

the Grasshopper Entities' solar projects, and to conduct a Court-supervised sale process to maximize the value of the Grasshopper Entities and their business and property for the benefit of stakeholders.

1.4 In connection with these Receivership Proceedings, the Receiver previously filed with the Court: (i) in its capacity as the proposed Receiver, the Pre-Filing Report of the Proposed Receiver dated September 22, 2025 (the "**Pre-Filing Report**"); and (ii) the First Report of the Receiver dated February 19, 2026 (the "**First Report**"). Copies of the Pre-Filing Report and the First Report (each without appendices) are attached as **Appendix "B"** and **"C"**, respectively.

1.5 Following the commencement of the Receivership Proceedings, the Receiver engaged Spark Power Renewables Canada Inc. ("**Spark**") to provide operations and maintenance ("**O&M**") services for the Grasshopper Entities' solar projects and FAAN Advisors Group Inc. ("**FAAN**") to provide administration and accounting ("**Asset Administration**") services to the Grasshopper Entities. Spark and FAAN commenced providing services on September 30, 2025.

1.6 On February 27, 2026, the Court granted an Order (the "**Sale Process Approval Order**"), which, among other things: (i) authorized the Receiver and Scotia Capital Inc., in its capacity as sale advisor (the "**Sale Advisor**"), to conduct a sale process in respect of the Grasshopper Entities and their business and assets (the "**Sale Process**"); (ii) approved the agreement (the "**Sale Advisor Agreement**") between the Receiver and the Sale Advisor; and (iii) granted the Sale Advisor Charge as security for the payment of any Completion Fee or Base Fee (each as defined in the Sale Advisor Agreement) which may become due

and payable under the Sale Advisor Agreement. A copy of the Sale Process Approval Order (which attaches the Sale Process) is attached as **Appendix "D"**. The Court's endorsement dated February 27, 2026 in respect of its approval of the Sale Process Approval Order (the "**Sale Process Endorsement**") is attached as **Appendix "E"**.

1.7 Additional details regarding the Grasshopper Entities, including an overview of the circumstances leading to the appointment of the Receiver, are contained in the Pre-Filing Report and the application record of the Applicants dated September 22, 2025, which includes the affidavit of Thomas Rorick, sworn September 21, 2025 (the "**Rorick Affidavit**"). The Rorick Affidavit, the Pre-Filing Report, the First Report, and other Court filed documents and notices in these Receivership Proceedings can be found on the Receiver's case website at: www.alvarezandmarsal.com/gsc (the "**Case Website**").

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this second report (the "**Second Report**") is to:

(i) describe the Receiver's key activities since the First Report;

(ii) provide an overview of the Applicants' motion for an "**Amended and Restated Receivership Order**" which, among other things, appoints A&M as receiver and manager over all the property, assets and undertakings of the Non-Debtor Obligors (the "**Applicants' Motion**");

(iii) provide an overview of the Receiver's motion (the "**Receiver's Motion**") for the granting of the following orders approving transactions that collectively provide for the acquisition of substantially all of the business and assets of the Grasshopper

Entities by buyer entities affiliated with the Skyline Group of Companies ("**Skyline**"):

(a) an Approval and Vesting Order (the "**C&I AVO**"), among other things, approving the asset sale transaction in respect of the C&I Portfolio (the "**C&I Transaction**") contemplated by an asset purchase agreement between the Receiver and St. Regis Solar Power Corporation (the "**C&I Buyer**") dated July 24, 2026 (the "**C&I APA**"); and

(b) an Approval and Reverse Vesting Order (the "**Residential RVO**"), among other things, approving the equity sale transaction in respect of the Residential Portfolio (the "**Residential Transaction**" and collectively with the C&I Transaction, the "**Transactions**") contemplated by an equity purchase agreement between the Receiver and Skyline Clean Energy Limited Partnership, by its general partner, Skyline Clean Energy GP Inc. (the "**Residential Buyer**") dated July 24, 2026 (the "**Residential EPA**" and collectively with the C&I APA, the "**Purchase Agreements**");

(iv) provide information regarding the Grasshopper Entities' receipts and disbursements since the First Report; and

(v) provide the Receiver's conclusions and recommendations with respect to the proposed Amended and Restated Receivership Order, the proposed Transactions, and the proposed C&I AVO and Residential RVO.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this Second Report, A&M has obtained and relied upon unaudited financial information, books and records, and other documents of the Grasshopper Entities, and has held discussions with, and been provided with certain additional information from, management and contractors of the Grasshopper Entities, the Non-Debtor Service Provider (as defined below), Spark and FAAN (collectively, the "**Information**").

3.2 A&M has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, A&M has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly, A&M expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.

3.3 This Second Report has been prepared to provide the Court with: (i) general information regarding these Receivership Proceedings; and (ii) further information regarding the relief sought in both the Applicants' Motion and the Receiver's Motion. Accordingly, the reader is cautioned that this Second Report is not appropriate for any other purpose, and that the Receiver will not assume any responsibility or liability for any losses incurred by the reader as a result of the circulation, publication, reproduction or use of this Second Report.

3.4 Unless otherwise stated, all monetary amounts contained in this Second Report are expressed in Canadian dollars.

4.0 BACKGROUND

4.1 As described above, the Grasshopper Entities own and operate solar generation projects in Ontario under two primary portfolios:

(i) the C&I Portfolio consisting of approximately 132 solar projects. The C&I Portfolio is comprised of larger-scale solar projects installed on commercial or industrial real property; and

(ii) the Residential Portfolio consisting of approximately 3,200 solar projects. The Residential Portfolio is comprised of smaller-scale solar projects installed on residential properties.

4.2 The Grasshopper Entities are a group of 57 corporations and partnerships comprised of the Original Debtors and the Non-Debtor Obligors. The Residential Portfolio is wholly owned by the Original Debtors. The C&I Portfolio is owned by the Non-Debtor Obligors, in which the Original Debtors hold direct or indirect equity interests. A corporate chart of the Grasshopper Entities is attached as **Appendix "F"**.

4.3 The Grasshopper Entities' business revolves around participation in the "Feed-In Tariff" (known as "**FIT**") and "microFIT" programs of Ontario's Independent Electricity System Operator ("**IESO**"), which are initiatives designed to incentivize greater use of renewable energy sources by providing guaranteed, long-term pricing for renewable electricity production.

4.4 As described in the Pre-Filing Report, Grasshopper obtained financing from the Lenders under a credit agreement dated as of March 19, 2018 (as amended and/or restated from

time to time, the "**Credit Agreement**"). The Credit Agreement matured on June 29, 2025. As of July 1, 2026, the total indebtedness owing to the Agent and the Lenders under the Credit Agreement is $159,686,419.93, exclusive of fees, expenses, costs and similar amounts (the "**Indebtedness**").

4.5 The Original Receivership Order granted relief with respect to three categories of entities: (i) the Original Debtors (defined as the "Debtors" in the Original Receivership Order); (ii) the Non-Debtor Obligors; and (iii) the Non-Debtor Service Providers.

4.6 For ease of reference, a complete list of the Original Debtors, the Non-Debtor Obligors, the Non-Debtor Service Providers and the Third-Party Project Co-Owners (as defined below) is provided in **Appendix "G"**.

Original Debtors

4.7 The Original Receivership Order appointed A&M as the Receiver in respect of the Original Debtors. The Original Debtors consist of the following eight entities:

(i) GSC Solar Fund I LP and GSC Solar Fund II LP (collectively, the "**Borrowers**"), along with their respective general partners, GSC Solar Fund I GP Inc. and GSC Solar Fund II GP Inc.; and

(ii) GSC Solar Leasing LP and GSC Solar Leasing II LP (collectively, the "**Residential Entities**"), along with their respective general partners, GSC Solar Leasing GP Inc. and GSC Solar Leasing II GP Inc.

Non-Debtor Obligors

4.8 The Non-Debtor Obligors consist of 49 corporations and partnerships that directly or indirectly own the C&I Portfolio solar projects. Certain of the Non-Debtor Obligors directly hold the solar assets and contracts comprising the solar projects (each a "**C&I Project HoldCo**"); the other Non-Debtor Obligors are holding companies that hold equity in the C&I Project HoldCos.

4.9 In certain cases, the equity in the C&I Project HoldCos is wholly owned by Grasshopper Entities. However, 16 of the C&I Project HoldCos are co-owned (six minority-owned and 10 majority-owned) by third parties who are not under common control with the Grasshopper Entities (the "**Third-Party Project Co-Owners**"). In total, there are 11 distinct Third-Party Project Co-Owners. For greater certainty, the Third-Party Project Co-Owners are not Non-Debtor Obligors.

4.10 As described below, the Agent has a security interest in all or substantially all of the assets and property of the Grasshopper Entities (including the Non-Debtor Obligors) to secure the payment of the Indebtedness. Accordingly, the Applicants were in a position at the commencement of these Receivership Proceedings to seek the appointment of a receiver in respect of both the Original Debtors *and* the Non-Debtor Obligors. However, the Applicants chose not to include the Non-Debtor Obligors as "Debtors" under the Original Receivership Order, as they were mindful that putting the Non-Debtor Obligors directly into the receivership from the outset may have prematurely impacted the operations of the Non-Debtor Obligors and the interests of the Third-Party Project Co-Owners before the outcome of the Sale Process was known. In order to preserve the Non-Debtor Obligors' value and normal course operations with minimal disruption, the Original Receivership

Order contained a number of protections and authorizations in relation to the Non-Debtor Obligors.

Non-Debtor Service Providers

4.11 The "**Non-Debtor Service Providers**" consist of Grasshopper Solar Corporation (the "**Former Service Provider**") and its affiliate, Grasshopper Solar Asset Management Inc. The Receiver understands that the Non-Debtor Service Providers and the Original Debtors have common ultimate ownership. The Non-Debtor Service Providers are entities that formerly provided operations, maintenance and administrative services for the Grasshopper Entities through long-term, fixed-price management services agreements (each, an "**MSA**") between the Former Service Provider and the Grasshopper Entities. As described in the First Report, the MSAs were terminated by the Receiver on September 29, 2025, and the Former Service Provider no longer provides any services to the Grasshopper Entities.

5.0 SECURITY REVIEW

5.1 The Receiver arranged for its counsel, Goodmans LLP ("**Goodmans**"), to review and render an opinion on certain security agreements, debentures and related instruments relating to the security interests granted by the Obligors (as defined in the Credit Agreement) to secure the payment of the Indebtedness (collectively, the "**Security Documents**"). The Obligors include: (i) the eight Original Debtors; (ii) the 49 Non-Debtor Obligors; and (iii) the 11 Third-Party Project Co-Owners.

5.2 Subject to the qualifications and assumptions customary in rendering security opinions of this nature, the Receiver's counsel has concluded that: (i) each of the Security Documents

creates a valid security interest in favour of the Agent in the collateral charged by such Security Document in which the applicable Grasshopper Entity or the applicable Third-Party Project Co-Owner currently has rights and to which Ontario's *Personal Property Security Act* (the "**PPSA**") applies (collectively, the "**Personal Property Collateral**"); (ii) each Security Document that is an instrument registered at the applicable Ontario Land Registry Office as outlined in the opinion (each a "**Leasehold Charge**") creates a valid leasehold charge in the applicable leasehold interest of the applicable Grasshopper Entity described in such Leasehold Charge (collectively, the "**Leasehold Collateral**"); and (iii) registration has been made in all public offices provided for under the laws of Ontario where such registration is necessary to perfect the security interest created by each Security Document in favour of the Agent in the Personal Property Collateral and the Leasehold Collateral.

Security Granted by the Grasshopper Entities

5.3 The Receiver notes the following with respect to the security interests in the Personal Property Collateral granted by the Grasshopper Entities:

(i) the Agent has registered a security interest under the PPSA in respect of each Grasshopper Entity;

(ii) other than PPSA registrations in favour of the Agent, the only other PPSA registrations in respect of the Grasshopper Entities are registrations made by NFN Solar GP Inc. (an affiliate of a Third-Party Project Co-Owner) in respect of three of the Grasshopper Entities: SPN LP 1, SPN LP 4 and SPN LP 5; and

(iii) with respect to each of SPN LP 1, SPN LP 4 and SPN LP 5, the registration in favour of the Agent was made prior to (i.e. earlier-in-time than) the registration in favour of NFN Solar GP Inc. In addition, NFN Solar GP Inc. entered into a subordination and postponement agreement with the Agent in respect of each of SPN LP 1, SPN LP 4 and SPN LP 5, pursuant to which, subject to the terms thereof, NFN Solar GP Inc. agreed that the indebtedness owing by such Non-Debtor Obligor to NFN Solar GP Inc. shall, for all purposes and at all times, be postponed and subordinated to the prior payment in full in cash of the Indebtedness.

5.4 The Receiver also notes that, for each of the 132 C&I Portfolio solar projects operated by the Grasshopper Entities, the Agent has registered its security interest in the Leasehold Collateral in the applicable Ontario Land Registry Office.

Security Granted by the Third-Party Project Co-Owners

5.5 The Receiver notes the following with respect to the security interests granted by the Third-Party Project Co-Owners in favour of the Agent to secure the payment of the Indebtedness:

(i) each Third-Party Project Co-Owner entered into one or more limited recourse guarantee and pledge agreements with the Agent (each a "**Limited Recourse Guarantee and Pledge Agreement**");

(ii) under each Limited Recourse Guarantee and Pledge Agreement, the applicable Third-Party Project Co-Owner, among other things: (a) unconditionally and irrevocably guaranteed the payment of the "Guaranteed Obligations" (defined generally as all obligations under the Credit Agreement and related financing documents, subject to limited exceptions in certain circumstances) on a limited

recourse basis; (b) granted the Agent a security interest in the "Collateral" (as defined in the Limited Recourse Guarantee and Pledge Agreement), which Collateral includes, among other things, the equity interests in the applicable Grasshopper Entity held by such Third-Party Project Co-Owner (defined therein as the "**Pledged Property**") and all interest, dividends and distributions received or receivable with respect to the Pledged Property; and (c) agreed that, following the notice of an occurrence of an event of default under the Credit Agreement that is continuing, all liabilities and indebtedness owing by a Grasshopper Entity to such Third-Party Project Co-Owner are postponed to the payment and performance in full of the Guaranteed Obligations; and

(iii) the Agent has registered its security interest in the "Collateral" (as defined in the Limited Recourse Guarantee and Pledge Agreement) under the PPSA against each of the Third-Party Project Co-Owners.

6.0 THE APPLICANTS' MOTION FOR THE AMENDED AND RESTATED RECEIVERSHIP ORDER

6.1 As described above, all of the Grasshopper Entities (including both the Original Debtors and the Non-Debtor Obligors) are Obligors under the Credit Agreement and have granted the Agent a first-ranking security interest in all or substantially all of their assets and property to secure the repayment of the Indebtedness. However, the Original Receivership Order appointed the Receiver over some, but not all, of the Grasshopper Entities. The Receiver was initially appointed in respect of eight "top-level" Original Debtors that owned the Residential Portfolio and the direct and indirect equity interests in the C&I Project HoldCos.

6.2 The Court-approved Sale Process authorized the Receiver to conduct the Sale Process to "solicit interest in and consummate one or more sale, investment, recapitalization, refinancing, restructuring or other transactions in respect of the Grasshopper Business and Property." The Grasshopper Business and Property was defined as "the business and property of all Grasshopper Entities", which by definition includes the business and property of the Non-Debtor Obligors. The Sale Process indicated that interested parties were permitted to submit proposals reflecting their desired transaction structure, including the purchase of assets, the purchase of equity interests, or the purchase of a combination of assets and equity interests.

6.3 The structure of the Sale Process was noted in the Sale Process Endorsement. In particular, paragraph 9 of the Sale Process Endorsement indicated that "[t]he proposed Sale Process will market the business and assets held by all Grasshopper Entities, including the Debtors and the Non-Debtor Obligors". Paragraphs 10 and 11 of the Sale Process Endorsement indicated that, depending on the nature of the successful transaction(s) identified in the Sale Process, it may be necessary to bring the Non-Debtor Obligors directly within the scope of the Receivership Proceedings:

> [10] The Applicants did not seek a receivership order over the Non-Debtor Obligors at the outset of these proceedings in order to preserve the normal course business operations and stakeholder interests. However, the Applicants expressly reserved their rights to seek the appointment of a receiver in respect of some or all of the Non-Debtor Obligors and/or the equity interests in the applicable Non-Debtor Obligors held by the Third-Party Project Co-Owners at a later date if such appointment became necessary or appropriate.
>
> [11] The proposed Sale Process Approval Order authorizes the Receiver to apply to this Court for advice and directions in connection with the Sale Process or the implementation thereof, including to seek to include the Non-Debtor Obligors or other obligors directly within the scope of the receivership if and when the Receiver may consider appropriate in

> connection with the implementation of the Sale Process or any proposed Transaction(s). The Receiver is not at this time seeking any such relief in connection with the Sale Process Approval Order. The Receiver expects that whether or not any such relief is required will become clear as the Sale Process develops and bidders' views emerge with respect to the structure of potential Transaction(s).

6.4 As described further below, the Sale Process has concluded and the Receiver has determined that the Transactions are the Successful Bid and will, if implemented, maximize the value of the Grasshopper Business and Property. The C&I Transaction is structured as an asset sale transaction under which the assets of the Non-Debtor Obligors will be transferred to and vested in the C&I Buyer pursuant to the proposed C&I AVO.

6.5 The completion of the C&I Transaction through an asset sale structure is required to convey the Purchased Assets to the C&I Buyer on a "free and clear" basis. There are a number of deficiencies with the books and records of the Grasshopper Entities, which complicate efforts to confirm the completeness and accuracy of those records. Among other things, the books and records of the Grasshopper Entities reflect material intercompany obligations as between the Non-Debtor Obligors and certain affiliated entities outside the scope of the Receivership Proceedings, including GSC Solar Fund I Inc. The Receiver has been unable to verify the accuracy of amounts reported on the financial statements as being owed to GSC Solar Fund I Inc., and the Receiver believes that certain reported obligations may be historical or outdated in nature. The structure of the C&I Transaction and the terms of the proposed C&I AVO are necessary to provide the C&I Buyer with certainty that it is not assuming any obligations owing by any Non-Debtor Obligors to direct on indirect shareholders or affiliates.

6.6 In addition, completion of the C&I Transaction through the sale of assets by the Non-Debtor Obligors is necessary to: (i) convey the assets to the C&I Buyer free and clear of claims in respect of funded indebtedness, including the Indebtedness owing to the Lenders and subordinate indebtedness owing to NFN Solar GP Inc.; (ii) address mandatory distribution provisions in certain Legacy Co-Owner Agreements with Third-Party Project Co-Owners; and (iii) simplify the corporate structure of the C&I Portfolio, which has become overly complex as a result of the piecemeal acquisition of solar projects over many years.

6.7 Accordingly, it is necessary for the Non-Debtor Obligors to be brought directly into the Receivership Proceedings in order to implement the C&I Transaction and enable the Court to grant the proposed C&I AVO and vest the purchased assets in the C&I Buyer. The C&I Transaction is conditional on the Court granting the Amended and Restated Receivership Order.

6.8 Additional background information in respect of the proposed Amended and Restated Receivership Order, including a detailed overview of the circumstances leading to relief requested therein, is contained in the Applicants' motion record filed in support of the Applicants' Motion, which includes the affidavit of Richard Leishman, sworn July 30, 2026 (the "**Leishman Affidavit**").

6.9 As further described in the Leishman Affidavit: (i) events of default have occurred under the Credit Agreement, including the failure of the Borrowers to repay the Indebtedness upon its maturity on June 29, 2025; and (ii) on June 26, 2025, the Agent and the Lenders, through their counsel, Torys LLP ("**Torys**"), delivered demand letters and notices of

intention to enforce security under section 244 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") to each of the Original Debtors and Non-Debtor Obligors.

6.10 The security review conducted by the Receiver's counsel has confirmed, subject to the customary qualifications and assumptions therein, that the Agent has a valid and perfected security interest in the Personal Property Collateral and Leasehold Collateral of the Non-Debtor Obligors.

6.11 As of July 1, 2026, the aggregate outstanding Indebtedness owing to the Lenders is $159,686,419.93, exclusive of fees, expenses, costs and similar amounts. The proceeds of the Transactions will not be sufficient to repay in full the Indebtedness and the Lenders will suffer a significant deficiency on the amounts owing to them. Accordingly, the Lenders are the fulcrum creditor of the Grasshopper Entities.

6.12 If the Court is prepared to grant the Amended and Restated Receivership Order, the Receiver believes that A&M is the appropriate and logical person to act as receiver and manager of the Non-Debtor Obligors. The Receiver has extensive familiarity with the business and operations of the Non-Debtor Obligors gained throughout the Receivership Proceedings and the Sale Process. A&M is a registered member of the Canadian Association of Insolvency and Restructuring Professionals, is a "trustee" within the meaning of section 2(1) of the BIA, and has provided its consent to act as Receiver of the Non-Debtor Obligors if the Court grants the Amended and Restated Receivership Order.

6.13 Given the Agent's security interest in the Grasshopper Entities, the results of the Sale Process and the terms and structure of the C&I Transaction, the Receiver believes that the granting of the Amended and Restated Receivership Order is appropriate in the

circumstances and necessary to maximize the value of the Grasshopper Business and Property.

7.0 SALE PROCESS

7.1 As described in the First Report, the Sale Process was designed to solicit interest in one or more value-maximizing transaction(s) in respect of the Grasshopper Business and Property, in whole or in part, including in respect of the C&I Portfolio and the Residential Portfolio. In accordance with the Sale Process Approval Order, the Receiver retained Scotia Capital Inc. as the Sale Advisor to assist in the development and implementation of the Sale Process.

7.2 Capitalized terms used and not defined in this section of the Second Report have the meanings given to them in the Sale Process.

7.3 The first phase of the Sale Process ("**Phase 1**") solicited non-binding letters of intent (each an "**LOI**") from Participating Bidders in respect of the Opportunity, with a bid deadline of 5:00 p.m. (Toronto time) on April 30, 2026 (the "**Phase 1 Bid Deadline**"). The second phase of the Sale Process ("**Phase 2**") provided Qualified Bidders with the opportunity to conduct further diligence and submit a final binding proposal (a "**Final Bid**"), with a bid deadline of 5:00 p.m. (Toronto time) on June 25, 2026 (the "**Phase 2 Bid Deadline**").

7.4 Development of the Sale Process began with an extensive pre-launch process coordinated by the Receiver and the Sale Advisor that included the following:

(i) development of a comprehensive financial model (the "**Financial Model**") to support underlying projected financial performance of the C&I Portfolio and Residential Portfolio;

(ii) development by Spark of a site-specific C&I Portfolio remediation plan (the "**Remediation Plan**");

(iii) engagement of DNV Canada Ltd. ("**DNV**") to: (a) perform independent operational assessments of the C&I Portfolio and Residential Portfolio; (b) provide an assessment of the Remediation Plan; and (c) review the inputs to be included in the Financial Model in support of the Sale Process;

(iv) engagement of Power Advisory LLC ("**Power Advisory**") to provide supporting information in respect of the Sale Process, including reporting on Ontario's FIT and microFIT programs and opportunities and financial considerations relating to re-contracting the solar projects following the expiry of existing FIT and microFIT contracts;

(v) development of a teaser document containing a summary of the Grasshopper Business and Property and invitation to participate in the Sale Process (the "**Teaser**") and a form of non-disclosure agreement ("**NDA**"); and

(vi) development of a confidential information memorandum (the "**CIM**") with detailed information regarding the Grasshopper Business and Property, along with an electronic data room (the "**Data Room**") containing additional detailed due

diligence information (including the Financial Model and reports from DNV and Power Advisory which were uploaded upon completion).

Phase 1 of the Sale Process

7.5 Specific steps taken in, and results of, Phase 1 of the Sale Process are as follows:

(i) Phase 1 commenced on March 9, 2026. The Sale Advisor distributed the Teaser and NDA to 224 Potential Bidders, consisting of 114 strategic buyers and 110 financial sponsors and other parties identified by the Sale Advisor, the Receiver and the Lenders. In addition, the Receiver also posted the Sale Process and Teaser to the Case Website;

(ii) 58 parties executed an NDA and were sent the CIM and provided access to the Data Room;

(iii) on March 18, 2026, the Sale Advisor uploaded the Phase 1 Process Letter to the Data Room which, among other things, outlined the requirements for LOIs to be considered a Qualified LOI (as set out in paragraphs 20 to 22 of the Sale Process);

(iv) prior to the Phase 1 Bid Deadline, 12 Qualified LOIs, and four non-compliant LOIs were received. Following the Phase 1 Bid Deadline, additional Qualified LOIs and non-compliant LOIs were received. In total, 21 LOIs were received, 16 of which were Qualified LOIs and five of which were non-compliant LOIs; and

(v) following the Phase 1 Bid Deadline, the Receiver, in consultation with the Sale Advisor and the Lenders, invited six Qualified Bidders to advance to Phase 2 of the Sale Process.

Phase 2 of the Sale Process

7.6 Specific steps taken in, and the results of, Phase 2 of the Sale Process are as follows:

(i) on May 12, 2026, the Sale Advisor opened the Phase 2 Data Room, which supplemented the materials made available in the Phase 1 Data Room, including, but not limited to, historical financial statements and other supporting accounting records, historical tax returns, corporate organizational charts, limited partnership and shareholder agreements, insurance policy documentation, forms of service contracts and invoices, FIT and microFIT contracts, lease agreements, site status reports prepared by Spark, copies of the Spark Services Agreements and FAAN Services Agreement (each as defined in the First Report), and other supporting materials;

(ii) the Sale Advisor uploaded the Phase 2 Process Letter to the Data Room which, among other things, outlined the requirements for a Final Bid to be considered a Qualified Bid;

(iii) the Receiver and the Sale Advisor, with the assistance of Spark and FAAN, responded to questions and requests for additional information from Qualified Bidders, coordinated and supervised site visits, and conducted meetings with Qualified Bidders;

(iv) the Receiver engaged in discussions with IESO to assist Qualified Bidders in their review and understanding of, among other things, the assignability of FIT contracts and requirements for FIT contracts which, by their terms, are designated as "Participation Projects" (as described further below);

(v) the Receiver responded to inquiries received from certain Third-Party Project Co-Owners (including certain Third-Party Project Co-Owners that had participated in Phase 1 of the Sale Process) regarding the Sale Process and potential outcomes of the Sale Process; and

(vi) in advance of the Phase 2 Bid Deadline, two Qualified Bidders delivered Final Bids to the Sale Advisor. The Receiver, in consultation with the Sale Advisor, assessed the Final Bids in accordance with the Sale Process. Following consultation with the Sale Advisor and the Lenders to review the Qualified Bids, Qualified Bidders were given an opportunity to clarify and/or improve their bids.

7.7 A summary of the bids received during the Sale Process (the "**Bid Summary**") is attached as **Confidential Appendix "A"**.

7.8 Following such discussions and as further described below, the Receiver, in consultation with the Sale Advisor and with the consent of the Lenders, selected the Qualified Bid submitted by Skyline (the "**Skyline Bid**") as the Selected Qualified Bid, including for the following reasons:

(i) Skyline completed substantial diligence on both the C&I Portfolio and Residential Portfolio and demonstrated a keen understanding of the Grasshopper Business and Property, and the Skyline Bid did not contain any further diligence or financing conditions;

(ii) the Skyline Bid provided for the acquisition of both the C&I Portfolio and the Residential Portfolio on a going-concern basis, thereby ensuring the continued

operation of the solar projects, the continuation of the FIT and microFIT contracts, and the continuation of related project agreements with landlords and local distribution companies ("**LDCs**");

(iii) the Skyline Bid contemplated that the C&I Buyer will implement required arrangements with respect to FIT contracts governing Participation Projects, including by maintaining one or more existing Third-Party Project Co-Owners or implementing one or more replacement or alternative qualifying participation arrangements;

(iv) the Skyline Bid was accompanied by duly authorized Purchase Agreements and had limited closing conditions other than the granting of the C&I AVO and Residential RVO, which supported a high degree of closing certainty;

(v) Skyline demonstrated the financial capacity to fund the purchase price and confirmed that the proposed Transactions had been authorized and approved by its board of trustees;

(vi) Skyline, as an experienced acquirer and operator of solar assets in Ontario with legal, financial and operational resources (including prior and active dealings with IESO), was well positioned to complete the Transactions within the anticipated timeline;

(vii) on a holistic basis having regard to the foregoing factors, the Skyline Bid represented the superior transaction identified through the Sale Process; and

(viii) the Lenders, who in light of the results of Phase 2 of the Sale Process have the sole remaining economic interest in the Grasshopper Entities, supported selection of the Skyline Bid as the Selected Qualified Bid.

7.9 Following selection of the Skyline Bid as the Selected Qualified Bid, the Receiver negotiated and settled the terms of the Purchase Agreements with Skyline. On July 24, 2026, the Receiver and Skyline executed the Purchase Agreements and Skyline funded the deposits contemplated under the Purchase Agreements.

7.10 In summary, the Transactions collectively provide for the acquisition of substantially all of the business and assets of the Grasshopper Entities by buyer entities affiliated with Skyline. The Transactions consist of:

(i) the acquisition by the C&I Buyer of substantially all of the assets comprising the C&I Portfolio, free and clear of all claims and encumbrances other than Assumed Liabilities (as defined in the C&I APA), pursuant to the C&I APA and the proposed C&I AVO; and

(ii) the acquisition by the Residential Buyer of the equity of the Residential Entities, with the Excluded Assets and Excluded Liabilities of the Residential Entities to be transferred to and vested in ResidualCo (as those terms are defined in the Residential EPA), pursuant to the Residential EPA and the proposed Residential RVO.

7.11 The Transactions are cross-conditional on each other and are required to close concurrently, as described further below.

8.0 THE C&I TRANSACTION

8.1 Key terms of the C&I APA are summarized in the following table, with a redacted copy attached as **Appendix "H"** and an unredacted copy attached as **Confidential Appendix "B"**:

Key Terms of the C&I Transaction and C&I APA[1]	
Parties	• The Non-Debtor Obligors listed on Schedule "A" to the C&I APA, as Sellers. • St. Regis Solar Power Corporation, as Buyer.
Purchase Price	• The Purchase Price is the sum of the Cash Purchase Price and the amount of the Assumed Liabilities. • The Cash Purchase Price is a cash payment equal to: (i) a fixed amount; *minus* (ii) the Interim Period Profit, if any, *plus* (iii) the Interim Period Loss, if any, as finally determined in accordance with the Interim Period Adjustment.
Closing Date	• The Outside Date for Closing is September 30, 2026, provided that the Buyer may extend the Outside Date by an additional 30 days subject to the payment of an additional Deposit.
Purchased Assets	• The Purchased Assets include: Purchased Actions, Purchased Equipment, Spare Equipment, Property Leases, FIT Contracts, Connection Agreements, Additional Contracts, IT Infrastructure, Equipment Records, Business Records, Digital Assets and Contact Information, Computer Software, Prepaid Expenses, Assumed Legacy Co-Owner Agreements, and Government Authorizations.
Excluded Assets	• The Excluded Assets include: o all assets relating to solar electricity generation projects that are not Purchased Projects; o all cash held by the Sellers or the Receiver on Closing; o all revenues or collections relating to: (i) the ownership or operation of the Purchased Assets prior to the commencement of the Interim Period; and (ii) any Excluded Assets; o all Contracts other than Transferred Contracts;

[1] Capitalized terms used in this table and not otherwise defined have the meanings given to them in the C&I APA. The following constitutes a summary only and is qualified entirely by the terms of the C&I APA. Reference should be made directly to the C&I APA for a complete understanding of its terms.

Key Terms of the C&I Transaction and C&I APA[1]	
	○ all Tax assets and attributes of the Sellers; ○ all Insurance Policies; and ○ all Legacy Co-Owner Agreements other than Assumed Legacy Co-Owner Agreements.
Assumed Liabilities	• The Buyer shall assume and shall pay, discharge and perform, as the case may be, from and after the Closing Date, the following obligations of the Sellers: ○ All liabilities and obligations of the Sellers under the Transferred Contracts that arise from and after the Closing Date in respect of performance of the Transferred Contracts from and after the Closing Date; ○ All Cure Costs payable with respect to Transferred Contracts, provided that the maximum aggregate liability of the Buyer for all Cure Costs shall not exceed the Cure Costs Cap; ○ All liabilities and obligations pertaining to the ownership or use of the Purchased Assets from and after Closing; and ○ All Taxes assumed by the Buyer pursuant to the C&I APA.
Excluded Liabilities	• The Buyer shall not assume any Excluded Liabilities, including: ○ Any debt or obligation owing by any Seller to any: (i) Affiliate of such Seller; or (ii) any direct or indirect shareholder of such Seller or any Affiliate thereof, including any Third-Party Project Co-Owner or any Affiliate thereof, including any debt or obligation owing under any Legacy Co-Owner Agreement other than any Assumed Legacy Co-Owner Agreement; ○ Any debt or obligation owing to any trade vendor or service provider, except as expressly assumed by the Buyer; and ○ Any indebtedness for borrowed money owing by a Seller, including the obligations under the Credit Agreement.
Interim Period	• It is the intention of the Parties that, as between themselves, the economic benefit and burden of the Purchased Projects during the Interim Period shall be for the account of the Buyer. • The Interim Period is the period commencing on July 1, 2026 and ending at 11:59 p.m. on the day immediately preceding the Closing Date.
Interim Period Adjustment	• The Cash Purchase Price will be adjusted in an amount equal to the amount by which Interim Period Receipts exceed, or are exceeded by, Interim Period Operating Expenses. • Section 7.7 of the C&I APA sets out the procedures and timelines with respect to the Interim Period Adjustment. • Within sixty (60) days following the Closing Date (or such later date as the Receiver may advise is required), the Receiver shall prepare and

Key Terms of the C&I Transaction and C&I APA[1]	
	deliver to the Buyer a final Interim Period Adjustment Statement setting out in reasonable detail the actual Interim Period Receipts, Interim Period Operating Expenses and Interim Period Net Adjustment Amount, together with reasonable supporting documentation. • During the 120-day Reconciliation Period following the Closing Date, the parties have certain pay-over and reimbursement obligations to give effect to their respective entitlements under the C&I APA.
Key Conditions	• Completion of the C&I Transaction is conditional on, among other things: o the granting of the Amended and Restated Receivership Order and the C&I AVO; o the concurrent completion of the Residential Transaction; and o each Project Agreement that is a Consent Required Contract shall have been assigned to the Buyer pursuant to a Counterparty Consent or an Assignment Order, provided that the condition shall be satisfied if, in aggregate, the Project Agreements that are Consent Required Contracts that have not been assigned to the Buyer do not collectively exceed the Project Agreements Threshold.

Third-Party Project Co-Owners

8.2 As noted above, 16 C&I Project HoldCos (which collectively own 106 solar projects) are co-owned by 11 different Third-Party Project Co-Owners. Depending on the particular C&I Project HoldCo, the applicable Third-Party Project Co-Owner owns either a minority or a majority equity interest in the C&I Project HoldCo.

8.3 The Third-Party Project Co-Owners are entities owned by First Nations or Métis communities, municipalities or community organizations. The Receiver understands that the Third-Party Project Co-Owners originally acquired equity in the applicable C&I Project HoldCos as part of arrangements to ensure that the applicable solar projects constituted "Aboriginal Participation Projects", "Municipal Participation Projects" or "Community Participation Projects", as applicable under the FIT contracts (collectively the "**Participation Projects**"). Under the FIT contracts and related program requirements,

Participation Projects benefit from enhanced pricing for electricity generation (a "**Price Adder**"). A reduction of partner equity participation levels in Participation Projects below applicable levels, if not rectified within applicable cure periods set out in the FIT contract, may give rise to the forfeiture of the Price Adder and/or a right of IESO to terminate the applicable FIT contract.

8.4 Section 7.1 of the C&I APA provides that, at closing, the C&I Buyer will have implemented, or will be in a position to implement after closing and before the expiration of any applicable cure period, those arrangements that are required of the C&I Buyer under the applicable FIT Contract, IESO requirements and Applicable Law in respect of each Participation Project. The C&I APA provides that these arrangements may be effected by, among other things: (i) maintaining one or more existing Third-Party Project Co-Owners; (ii) implementing one or more replacement or alternative qualifying participation arrangements; or (iii) electing not to maintain any participation structure and instead accept the financial or economic consequences of not doing so.

8.5 The C&I APA provides that the C&I Buyer will assume the Assumed Legacy Co-Owner Agreements, defined as any Legacy Co-Owner Agreement that the C&I Buyer determines prior to closing, in its sole discretion, is to be assumed in connection with the Transaction. The C&I Buyer has indicated that it intends to engage in discussions with certain Third-Party Project Co-Owners regarding potential arrangements for their continued involvement in one or more Purchased Projects following Closing. However, the C&I Buyer is not obligated to enter into any such arrangement. The implementation of any participation structure remains within the discretion of the C&I Buyer and is not a condition to closing of the C&I Transaction. To the extent that consensual arrangements cannot be reached with

a particular Third-Party Project Co-Owner, all debt and equity obligations owing to such Third-Party Project Co-Owner pursuant to the Legacy Co-Owner Agreements or otherwise will be treated as Excluded Liabilities under the C&I APA.

8.6 In summary, the Receiver notes the following with respect to the Third-Party Project Co-Owners and the terms of the C&I Transaction:

(i) the Third-Party Project Co-Owners are equity holders in certain Grasshopper Entities that are unable to repay the senior secured Indebtedness;

(ii) each Third-Party Project Co-Owner has entered into one or more Limited Recourse Guarantee and Pledge Agreements with the Agent pursuant to which such Third-Party Project Co-Owner, among other things: (a) granted the Agent a security interest in the equity interests in the applicable Grasshopper Entity held by such Third-Party Project Co-Owner; and (b) agreed that, following the occurrence of an event of default under the Credit Agreement that is continuing, all liabilities and indebtedness owing by the applicable Grasshopper Entity to such Third-Party Project Co-Owner are postponed to the payment and performance in full of the Guaranteed Obligations;

(iii) under the C&I Transaction, the C&I Buyer is solely responsible for implementing its preferred arrangements with equity partners in order to maintain the Participation Projects;

(iv) the C&I APA provides that the C&I Buyer may, in its sole discretion, assume certain Assumed Legacy Co-Owner Agreements in connection with the Transaction; and

(v) closing of the C&I Transaction is not conditional on the C&I Buyer implementing arrangements with the Third-Party Project Co-Owners or any other equity partners.

Assignment of Project Agreements

8.7 The contracts to be assigned to the C&I Buyer pursuant to the C&I APA (the "**Transferred Contracts**") consist of the Project Agreements and the Additional Contracts. "**Project Agreements**" means, with respect to each Purchased Project, the applicable FIT Contract, Property Lease and Connection Agreement.

8.8 The C&I APA provides that the Receiver and the C&I Buyer will use commercially reasonable efforts to obtain any necessary Counterparty Consent to the assignment of any Consent Required Contract. If a Counterparty Consent is not obtained by the Consent Deadline, the Receiver shall, at the request of the C&I Buyer, seek an Assignment Order approving the assignment of such Consent Required Contract.

8.9 The FIT Contracts are assignable with the consent of the IESO, not to be unreasonably withheld. The IESO has indicated that it will provide its consent to the assignment of the FIT Contracts to the C&I Buyer, subject to the C&I Buyer submitting all necessary assignment documentation and complying with the terms of the FIT Contracts. The IESO and the C&I Buyer will be entering into assignment agreements, with respect to the applicable FIT Contracts forming the Project Agreements, which will be binding on the C&I Buyer.

8.10 The Property Leases vary in their assignability terms and whether any consent is required from the applicable landlord (each a "**C&I Landlord**"). The Receiver has identified 24 Property Leases that require the consent of the applicable C&I Landlord for the assignment of the Property Lease to the C&I Buyer. The remaining 108 Property Leases are assignable without the consent of the applicable C&I Landlord, although certain of them require prior notice. The Receiver intends to send, concurrently with the service of the Receiver's Motion, a letter to all 132 C&I Landlords advising them of the Transaction and the assignment of the applicable Property Lease to the C&I Buyer. For Property Leases that are Consent Required Contracts, the letter will request that the C&I Landlord deliver a Counterparty Consent, failing which the Receiver intends to seek an assignment of the Property Lease pursuant to the C&I AVO.

8.11 The Connection Agreements generally require the consent of the applicable LDC for the assignment of the Connection Agreement, not to be unreasonably withheld. The Receiver intends to send, concurrently with the service of the Receiver's Motion, a letter to applicable LDCs advising them of the Transaction and the assignment of the Connection Agreements to the C&I Buyer. The letter will request that the LDC deliver a Counterparty Consent, failing which the Receiver intends to seek an assignment of the Connection Agreements pursuant to the C&I AVO.

8.12 The proposed C&I AVO provides that, among other things: (i) the Sellers' interests in the "Assigned Contracts" listed on a schedule to the C&I AVO will be assigned to the C&I Buyer on closing; and (ii) within 10 business days of closing, the C&I Buyer shall pay to the counterparty to each Assigned Contract the Cure Costs in respect of such Assigned Contract, if any, set forth on the schedule. As Counterparty Consents are received, the

Receiver will remove the associated contract from the schedule of Assigned Contracts to be assigned pursuant to the proposed C&I AVO.

9.0 RESIDENTIAL TRANSACTION

9.1 Key terms of the Residential EPA are summarized in the following table, with a redacted copy attached as **Appendix "I"** and an unredacted copy attached as **Confidential Appendix "C"**:

Key Terms of the Residential Transaction and Residential EPA[2]	
Parties	• GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Leasing GP Inc., and GSC Solar Leasing II GP Inc., as Sellers • Skyline Clean Energy Limited Partnership, by its general partner, Skyline Clean Energy GP Inc., as Buyer.
Transaction Structure	• The Residential Transaction is structured as a reverse vesting transaction for the acquisition of all equity of the Residential Entities held by the Sellers (the "**Purchased Equity Interests**"), which Residential Entities own the Residential Portfolio. • At Closing: (i) all right, title and interest of the Sellers in and to the Purchased Equity Interests shall be transferred to and vested in the Buyer, free and clear of all Claims and Encumbrances; (ii) all right, title and interest in and to the Residential Redirected Account shall be transferred to and vested in the Buyer, free and clear of all Claims and Encumbrances; (iii) the Residential Entities shall retain the Retained Assets, free and clear of all Claims and Encumbrances other than Retained Liabilities and Permitted Encumbrances; and (iv) the Excluded Assets and the Excluded Liabilities shall be transferred to and vested in ResidualCo. • ResidualCo is: (i) with respect to GSC Solar Leasing LP and its Excluded Assets and Excluded Liabilities, GSC Solar Leasing GP Inc.; and (ii) with respect to GSC Solar Leasing II LP and its Excluded Assets and Excluded Liabilities, GSC Solar Leasing II GP Inc.

[2] Capitalized terms used in this table and not otherwise defined have the meanings given to them in the Residential EPA. The following constitutes a summary only and is qualified entirely by the terms of the Residential EPA. Reference should be made directly to the Residential EPA for a complete understanding of its terms.

Key Terms of the Residential Transaction and Residential EPA[2]	
Purchase Consideration	• The Purchase Price is a cash payment equal to: (i) a fixed amount; *minus* (ii) the Interim Period Profit, if any, *plus* (iii) the Interim Period Loss, if any, as finally determined in accordance with the Interim Period Adjustment.
Closing Date	• The Outside Date for Closing is September 30, 2026, provided that the Buyer may extend the Outside Date by an additional 30 days subject to the payment of an additional Deposit.
Retained Assets	• At Closing, the Residential Entities shall retain all of their respective assets, property and undertakings except for the Excluded Assets (the "**Retained Assets**"). • The Retained Assets include: Retained Equipment, Retained Bank Accounts, Mailboxes, Property Leases, Additional Retained Contracts, IT Infrastructure, Equipment Records, Business Records, Corporate Records, Post-Closing Tax Refunds, Digital Assets and Contact Information, Computer Software, Prepaid Expenses, Retained Actions, and Government Authorizations.
Excluded Assets	• At Closing, the Excluded Assets shall be transferred to, vested in and assumed by ResidualCo. • The Excluded Assets include: Excluded Projects, Closing Cash, Excluded Bank Accounts, Excluded Receipts, all Contracts other than the Retained Contracts, Insurance Policies, Actions, and shareholder, partnership and similar organizational arrangements other than the Additional Retained Contracts.
Retained Liabilities	• At Closing, the Residential Entities shall retain and shall remain obligated from and after Closing to pay or otherwise satisfy the Retained Liabilities. • The Retained Liabilities consist of: o All liabilities and obligations arising under the Retained Contracts from and after the Closing Date; o All Cure Costs in respect of the Retained Contracts; o All liabilities and obligations pertaining to the ownership or use of the Retained Assets from and after Closing; and o All liabilities and obligations of the Residential Entities arising from or allocable to the activities of the Residential Entities from and after the Closing Date.
Excluded Liabilities	• At Closing, all Excluded Liabilities shall be transferred to and assumed by ResidualCo, and the Residential Entities shall have no further obligation to pay or perform the Excluded Liabilities. • The Excluded Liabilities include:

Key Terms of the Residential Transaction and Residential EPA[2]	
	○ Any liability or obligation owing to any Affiliate or direct or indirect shareholder; ○ Any liability or obligation to any trade or service provider under any Contract that is not a Retained Contract; ○ Any indebtedness for borrowed money; ○ Any liability or obligation relating to the Excluded Assets; and ○ Any liability or obligation for Taxes that are or become due and payable in respect of any period ending on or before the Closing Date.
Interim Period	• It is the intention of the Parties that, as between themselves, the economic benefit and burden of the Purchased Projects during the Interim Period shall be for the account of the Buyer. • The Interim Period means: (i) with respect to Interim Period Receipts, the period commencing on August 1, 2026 and ending at 11:59 p.m. on the day immediately preceding the Closing Date, and (ii) with respect to Interim Period Operating Expenses, the period commencing on July 1, 2026 and ending at 11:59 p.m. on the day immediately preceding the Closing Date.
Interim Period Adjustment	• The Purchase Price will be adjusted in an amount equal to the amount by which Interim Period Receipts exceed, or are exceeded by, Interim Period Operating Expenses. • Section 8.6 of the Residential EPA sets out the procedures and timelines with respect to the Interim Period Adjustment. • Within sixty (60) days following the Closing Date (or such later date as the Receiver may advise is required), the Receiver shall prepare and deliver to the Buyer a final Interim Period Adjustment Statement setting out in reasonable detail the actual Interim Period Receipts, Interim Period Operating Expenses and Interim Period Net Adjustment Amount, together with reasonable supporting documentation. • During the 120-day Reconciliation Period following the Closing Date, the parties have certain pay-over and reimbursement obligations to give effect to their respective entitlements under the Residential EPA.
Key Conditions	• Completion of the Residential Transaction is conditional on, among other things: (i) the granting of the Residential RVO; (ii) the concurrent completion of the C&I Transaction; and (iii) the delivery to the Buyer of certificates evidencing the Purchased Equity Interests, duly endorsed for transfer.

Residential Bank Accounts

9.2 For each solar project in the Residential Portfolio, the applicable Residential Entity is party to a lease agreement (a "**Residential Lease**") with the applicable homeowner (the "**Residential Landlord**") providing for the Residential Entity's installation and operation of the solar project at the property of the Residential Landlord. The Residential Landlord (and not the Residential Entity) is the counterparty to the microFIT and connection agreements relating to the solar project. Revenues from the operation of the solar project are remitted to the Residential Entities in accordance with the Residential Lease.

9.3 Under the Original Receivership Order, the Receiver was appointed as receiver and manager over the Residential Redirected Account. The Residential Redirected Account is an account in the name of the Former Service Provider (as bare trustee for the Residential Entities) and is used to collect certain revenues of the Residential Portfolio. Under the Residential Transaction, the Receiver will sell and transfer to the Residential Buyer all right, title and interest in and to the Residential Redirected Account.

9.4 In addition to the Residential Redirected Account, there are 226 other bank accounts held at Bank of Montreal or Royal Bank of Canada into which revenues and receipts relating to the Residential Portfolio are received (collectively the "**Residential Bank Accounts**")**.**

9.5 As further described in the Pre-Filing Report, residential revenue is collected in the Residential Bank Accounts. Payments are received by cheque or electronic funds transfer. In some cases, payments are remitted directly by the applicable LDC under a redirection agreement with the Residential Landlord; in other cases, payments are first received by the Residential Landlord and then remitted to the Residential Entities. Where payments are

remitted directly by LDCs under redirection agreements, those payments are typically deposited into a specific Residential Bank Account pertaining to the specific Residential Landlord. The Residential Portfolio consists of approximately 1,500 solar projects that remit payments by cheque and approximately 1,700 solar projects that remit payments by electronic funds transfer.

9.6 The preservation of the Residential Bank Accounts and related payment arrangements is one of the key reasons for the completion of the Residential Transaction through a reverse vesting structure. The reverse vesting structure leaves in place the Residential Entities' existing structure for receiving and collecting payments, which has developed over time, is project-specific, complex to administer, and cannot be replicated or replaced in an efficient manner. In the absence of a reverse vesting structure, it would be onerous – and likely impossible – to transfer 226 Residential Bank Accounts (and related account agreements and arrangements) to the Residential Buyer. Instead, the Residential Buyer would need to collect all Residential Portfolio payments through its own established bank accounts.

9.7 Because the Residential Landlords (and not the Residential Entities) are the counterparties to the microFIT contracts and connection agreements that generate solar project revenue, redirecting payments to the Residential Buyer's own bank accounts would require updates to payment arrangements on a project-by-project basis. Where payments are currently received under a redirection agreement with an LDC, this would require the applicable Residential Landlord to direct the applicable LDC to update the banking and payment arrangement on file. The Receiver has spent considerable time and effort during the Receivership Proceedings seeking to collect payments from, and regularize payment

arrangements with, Residential Landlords. The Receiver's experience has been that a sizable portion of Residential Landlords do not respond or take action in a timely manner. Given the number of solar projects in the Residential Portfolio, the Receiver's experience in addressing payment deficiencies, and the decentralized, Residential Landlord-dependent nature of payment arrangements, the Receiver expects that the process to transition payment arrangements to bank accounts of the Residential Buyer would be extremely complex and time-consuming and would be difficult to achieve for the entire Residential Portfolio in a commercially reasonable timeframe. The Receiver also expects that collections from Residential Landlords would be materially lower until the transition process is complete.

9.8 Completion of the Residential Transaction through a reverse vesting structure will enable the Residential Entities to continue to receive payments in the Residential Bank Accounts under existing arrangements. This will reduce inconvenience for Residential Landlords, avoid the time, cost and revenue leakage associated with transitioning payment arrangements, and thereby maximize the value obtainable under the Residential Transaction.

Mailboxes

9.9 Under the Residential EPA, the Retained Assets include: (i) the mailbox located at 6045 Creditview Road, Unit 392, Mississauga, Ontario; and (ii) the mailbox located at 5935 Airport Road, Suite 210, Mississauga, Ontario (collectively, the "**Mailboxes**"), and all associated access rights.

9.10 The Receiver understands that the Mailboxes were established in the name of the Former Service Provider at a time when the Former Service Provider was the service provider for the Residential Portfolio under the MSAs. Notwithstanding that the Mailboxes are in the name of the Former Service Provider, as described below, their predominant purpose is to receive cheques and revenue statements relating to the operation of the Residential Portfolio.

9.11 Approximately 4,500-5,000 pieces of mail are received each month in the Mailboxes. Mail is received from 38 LDCs who send revenue statements and cheques directly to the Mailboxes each month, and hundreds of individual Residential Landlords who receive revenue statements and cheques from the LDCs and redirect those items directly to the Mailboxes. The cheques received from LDCs and homeowners at the Mailboxes constitute a material portion of the revenue of the Residential Portfolio.

9.12 While the Receiver (through FAAN) has continued to encourage Residential Landlords to update their customer preferences with the respective LDCs (converting payments to electronic payments and updating mailing instructions to a centralized mailbox opened by FAAN), there is no firm protocol to ensure compliance and a significant quantity of mail continues to be received at the Mailboxes.

9.13 The vast majority of the mail received at the Mailboxes relates to the Residential Portfolio. The Receiver understands that approximately 40-50 pieces of mail each month (approximately 1% of the total mail received) are addressed to the Former Service Provider.

9.14 Section 7.6 of each MSA between the Former Service Provider and the applicable Residential Entity provides, among other things, that upon termination of the MSA: (i) the Residential Entity shall have the right, in its sole discretion, to assume and become liable for any contracts that the Former Service Provider may have undertaken with third parties in connection with the performance of the management services (which services included the collection of all funds due to the Residential Entity); (ii) the Former Service Provider shall cooperate in taking all reasonable steps requested by the Residential Entity to effect the assumption of such contracts, provided that the Residential Entity shall be responsible for all liabilities and obligations under such contracts following their assumption; and (iii) the Former Service Provider shall use commercially reasonable efforts to cooperate with the Residential Entity or a succeeding operator to assure that the operation, maintenance and management of the solar projects are not disrupted.

9.15 To give effect to the terms of the MSAs and to ensure that the Residential Entities have continued and uninterrupted access to the Mailboxes in order to receive and collect revenues of the Residential Portfolio, the proposed Residential RVO provides that: (i) the Residential Entities have all right, title and interest in and to the Mailboxes; (ii) the provider of each Mailbox is authorized and directed to modify the Mailbox Account Agreement (as defined therein) to list the Residential Entities (or, following closing, the Residential Buyer or a Skyline designate) as the account holder in respect of the Mailbox; (iii) from and after the date of the Residential RVO, the Residential Entities shall be responsible for the payment and performance of all obligations in respect of the Mailbox Account Agreements; and (iv) if any mail is received at the Mailbox that does not reasonably appear to relate to the Grasshopper Entities, or appears to relate to the Former Service Provider or

its affiliates, representatives of the Residential Entities shall make arrangements with representatives of the Former Service Provider for the handover of such mail.

Real Property Registrations

9.16 In October 2025, the Receiver executed an agreement with the Former Service Provider (the "**Assignment and Authorization Agreement**") that authorizes the Residential Entities (or the Receiver or its agents on their behalf) to administer real property registrations relating to the Residential Leases that for legacy reasons are registered in the name of the Former Service Provider. Among other things, the Assignment and Authorization Agreement authorizes the Residential Entities to administer the notice of lease (the "**NOL**") registered on title to the real property to which the Residential Lease relates. The Assignment and Authorization Agreement is an Additional Retained Contract pursuant to the Residential EPA.

9.17 To give effect to the Assignment and Authorization Agreement and to properly reflect the applicable Residential Entity as the lessee under the NOL, the proposed Residential RVO provides that, upon registration of an application in the prescribed form in the applicable Land Titles Division, the Land Registrar is authorized and directed, with respect to each real property subject to a Residential Lease identified by a real property identification number listed on Schedule "D" to the Residential RVO, to amend the applicable NOL to show the applicable Residential Entity (and not the Former Service Provider) as the registered interest holder.

9.18 The formal modification of the NOLs to show the applicable Residential Entity as the registered interest holder is in the best interests of the Residential Landlords, as it will

enable the Residential Entities to directly administer the NOLs and efficiently action postponement requests from Residential Landlords in relation to mortgage refinancings and home sales.

Reverse Vesting Structure

9.19 As described above, the Residential Transaction is proposed to be implemented through a reverse vesting order structure. The Receiver notes the following with respect to the necessity, stakeholder impact and appropriateness of the reverse vesting structure as it relates to the Residential Transaction:

(i) the Residential Portfolio is comprised of approximately 3,200 individual solar projects, each of which depends on: (a) a microFIT contract between the Residential Landlord and the IESO; (b) a connection agreement between the Residential Landlord and the applicable LDC; and (c) the Residential Lease between the Residential Landlord and the applicable Residential Entity. For many projects, there is also a redirection arrangement under which the Residential Landlord has directed the LDC to remit payments directly to the applicable Residential Entity. During the course of the Receivership Proceedings, the Receiver has experienced difficulties and delays in administering and/or modifying arrangements with Residential Landlords and LDCs. The Receiver notes that a subset of Residential Landlords do not respond or take action on a timely basis, which creates challenges in situations where such Residential Landlords are required to take action under contracts to which they are a party. The conclusion shared by the Receiver and the Residential Buyer is that it is preferable to leave in place existing contractual arrangements wherever possible;

(ii) preserving existing arrangements through a reverse vesting structure significantly reduces the cost, complexity and uncertainty that would be involved in individually transferring and assigning approximately 3,200 Residential Leases and related arrangements to a purchaser entity through an asset sale transaction. The Receiver and the Residential Buyer, and their respective counsel, have devoted considerable effort and cost in connection with reviewing, noticing and preparing to assign the 132 solar projects in the C&I Portfolio through an asset sale structure. This experience has demonstrated that the time and cost associated with undertaking a similar approach in order to complete an asset sale transaction for approximately 3,200 solar projects in the Residential Portfolio would increase the costs and significantly decrease the economic benefits of the Residential Transaction;

(iii) even if the Residential Leases could be assigned on an omnibus basis through Court order, it is not practicable through Court order to modify payment arrangements or transfer certain related arrangements (such as redirection agreements) to which the Residential Entities are not a party;

(iv) the reverse vesting structure enables the Residential Entities to continue to receive payments, without disruption, in the 226 existing Residential Bank Accounts. As described above, the need to preserve the Residential Bank Accounts and the associated payment arrangements is a key factor necessitating a reverse vesting structure. Without a reverse vesting structure, the Residential Buyer would need to establish new bank accounts and modify payment arrangements with approximately 3,200 separate Residential Landlords in a highly compressed time period. This approach would lead to reduced collections and revenue leakage that

would reduce the go-forward value of the Residential Portfolio, which in turn could result in a purchase price reduction under the Residential Transaction;

(v) the reverse vesting structure maximizes the value of the Transactions by facilitating an expedited closing. Under the Transactions, the Residential Buyer is entitled to the net operating profit of the C&I Portfolio and Residential Portfolio during the interim period until closing. At the same time, the Receiver continues to incur costs associated with these Receivership Proceedings that are not reimbursable in connection with those arrangements. Accordingly, an expedited closing of the Residential Transaction (which also facilitates an expedited closing of the C&I Transaction, given their cross-conditionality) will reduce ongoing expenditures and maximize the net transaction proceeds for distribution to the Lenders;

(vi) the reverse vesting structure produces an economic result that is at least as favourable as any other viable alternative. If the Residential Transaction cannot be completed through the Residential RVO, the alternative outcomes would be: (a) attempting to negotiate an asset sale transaction for the Residential Portfolio, which – based on the known complexities outlined above – would either not be available or would be expected to result in a lower purchase price than the purchase price under the Residential Transaction completed through a reverse vesting structure; or (b) attempting to pursue a full orderly wind-down of the Residential Portfolio, which the Receiver expects would not realize comparable value for stakeholders and would not preserve the continuity of the microFIT revenue arrangements and Residential Property Leases;

(vii) the Residential Portfolio was marketed through the Sale Process, which solicited interest on a flexible-structure basis. The Sale Process provided that bidders were permitted to submit proposals reflecting their desired transaction structure, including the purchase of assets. No Final Bids were received indicating a desire to complete an acquisition of the Residential Portfolio through an asset sale transaction;

(viii) no stakeholder is worse off under the Residential RVO structure than they would have been under any other viable alternative. Other than the Lenders, the primary stakeholders of the Residential Portfolio are the Residential Landlords. The Residential Leases provide that the applicable Residential Entity can assign and transfer all or any part of its interest under the Residential Lease, or undergo a change of control, without the consent of or notice to the Residential Landlord. Thus the Receiver is not pursuing a reverse vesting structure to circumvent any rights that Residential Landlords would have in the context of an asset sale. To the contrary, the reverse vesting structure is beneficial to Residential Landlords as it will: (a) result in the continuation of their Residential Lease and related arrangements, unamended; (b) provide for the payment of any Cure Costs owing under their Residential Lease; (c) avoid the need for the Residential Landlord to undertake administrative steps (including with the applicable LDC) to facilitate an assignment of the Residential Lease; and (d) result in the Residential Entities being owned and managed by a sophisticated, well-capitalized operator with significant experience in the solar industry; and

(ix) the consideration being paid for the Residential Portfolio reflects the importance and value of the assets being preserved under the Residential RVO. The Residential Buyer conducted substantial due diligence during the Sale Process, and its Final Bid reflected the results of that due diligence (including both in value and as a reverse vesting structure). There is no other implementable transaction in respect of the Residential Portfolio, in any form, that provides greater consideration.

10.0 RECEIVER'S OBSERVATIONS AND VIEWS WITH RESPECT TO THE SALE PROCESS AND PROPOSED TRANSACTIONS

10.1 The Receiver supports the granting of the Amended and Restated Receivership Order for the reasons set forth in Section 6.0 of this Second Report. The Receiver recommends that the Court approve the Transactions and grant the proposed C&I AVO and Residential RVO for the following reasons:

(i) the Sale Process involved a broad and comprehensive canvass of the market, with the Teaser and NDA distributed to 224 prospective purchasers, 58 parties executing NDAs and conducting diligence, and bids solicited and assessed over two phases and was conducted by the Receiver and the Sale Advisor in accordance with the terms approved by the Court pursuant to the Sale Process Approval Order;

(ii) the Receiver is of the view that further time and expense marketing the Grasshopper Business and Property would not result in superior transaction(s) being identified;

(iii) the Transactions: (a) provide a going-concern outcome for both the C&I Portfolio and the Residential Portfolio; (b) preserve the FIT and microFIT contracts, LDC

connection agreements and real property leases; and (c) provide for continuity of O&M and Asset Administration services by Spark and FAAN;

(iv) the Transactions will ensure that the C&I Portfolio and the Residential Portfolio, which collectively provide approximately 76 MW of production capacity, will continue to provide clean solar energy into Ontario's energy grid;

(v) the Receiver is of the view that the proposed Transactions provide fair treatment for stakeholders in light of their legal priorities. While Third-Party Project Co-Owners will not receive any consideration under the C&I Transaction, that is a function of their status as equity holders of insolvent entities that are unable to repay their senior secured Indebtedness. If a Third-Party Project Co-Owner reaches consensual arrangements with the C&I Buyer with respect to go-forward participation in certain solar projects, the C&I Buyer will assume the rights and obligations under the applicable Assumed Legacy Co-Owner Agreement in accordance with the terms of the C&I APA;

(vi) the Buyers are affiliated with Skyline, an established owner and operator of renewable energy and real estate assets. During the course of the Sale Process, Skyline has demonstrated: (a) its ability to fund the Transactions; (b) its experience owning and operating solar assets in Ontario; (c) its familiarity with the FIT and microFIT regimes and dealings with IESO and local distribution companies; (d) the availability of legal, financial and operational resources; and (e) the industry expertise and operational capabilities necessary to continue the ownership and operation of the Purchased Projects on a go-forward basis. In the case of the C&I

Transaction, the C&I Buyer will assume applicable post-closing obligations and satisfy applicable Cure Costs in accordance with the C&I APA and the proposed C&I AVO. In the case of the Residential Transaction, the Residential RVO will preserve the existing contractual arrangements and project-level operating structure while placing ownership and control of the Residential Entities in the hands of a sophisticated and well-capitalized strategic owner and operator. The Receiver does not believe that any contractual counterparty to a Purchased Project will suffer material prejudice as a result of the proposed assignments, transfers or change of control contemplated by the Transactions;

(vii) the Receiver is of the view that the consideration payable under the Transactions is superior to the estimated recoveries that would be realized under the alternatives available to the receivership estate, including a piecemeal disposition or liquidation of the Grasshopper Business and Property; and

(viii) the Lenders, being the principal economic stakeholder with the remaining economic interest in the proceeds of the Transactions, are supportive of the Transactions, notwithstanding that they will suffer a significant deficiency on the amounts owing to them.

11.0 OTHER TRANSACTION MATTERS

Sealing Order

11.1 The Receiver requests that certain confidential and commercially sensitive information related to the Sale Process and the Transactions be sealed. In particular, the proposed C&I AVO provides that:

(i) Confidential Appendix “A” to this Second Report, containing the Bid Summary, be sealed until further Order of the Court; and

(ii) Confidential Appendices “B” and “C” to this Second Report, containing unredacted copies of the C&I APA and the Residential EPA, respectively, be sealed until closing of the Transactions.

11.2 The Bid Summary contains confidential information regarding the bids submitted in the Sale Process, including the terms of those bids and the bidders who submitted them. Disclosure of bidder identities is in some cases restricted pursuant to the terms of NDAs entered into with bidders. The Bid Summary also references bids that were submitted on a confidential and non-binding basis and did not ultimately materialize.

11.3 The unredacted C&I APA and Residential EPA contain confidential information with respect to the Transactions, including the quantum of the purchase price and deposit under each Transaction. In the event that the Transactions do not close, public disclosure of the unredacted transaction agreements and the Bid Summary would be materially prejudicial to the Grasshopper Entities and would impair the ability of the Receiver to maximize the value of the Grasshopper Business and Property in connection with any further sale or marketing process.

11.4 The Receiver is of the view that no party will suffer material prejudice if the Confidential Appendices are sealed, and that the benefits of sealing the Confidential Appendices outweigh any negative effects. The Receiver therefore requests that the Confidential Appendices be sealed in accordance with the proposed C&I AVO.

Releases

11.5 The proposed C&I AVO and Residential RVO contain releases (the "**Releases**") in favour of the Receiver and its partners, employees, representatives, contractors (including Spark, FAAN and the Sale Advisor) and legal counsel and other advisors (collectively, the "**Released Parties**") with respect to: (i) in the case of the C&I AVO, the conduct and implementation of the Sale Process and the terms, development, negotiation and implementation of the C&I APA and the C&I Transaction; and (ii) in the case of the Residential RVO, the conduct and implementation of the Sale Process and the terms, development, negotiation and implementation of the Residential EPA and the Residential Transaction (as defined in the applicable Order, the "**Released Claims**").

11.6 The Releases are being sought in order to achieve certainty and finality for the Released Parties in the most efficient and appropriate manner given the circumstances. The Releases are intended to prevent any collateral attack on the Sale Process or the Transactions through the advancement of a Released Claim. The Releases sought are appropriate given the significant and material contributions of the Released Parties to the conduct of the Sale Process and the development and implementation of the Transactions.

11.7 The scope of the Releases is limited narrowly to the conduct of the Sale Process and the terms, development, negotiation and implementation of the Transactions. The proposed Releases do not release any claim with respect to any act or omission of a Released Party that is unrelated to the Sale Process or the Transactions or is finally determined by a court of competent jurisdiction to have constituted actual fraud or wilful misconduct.

11.8 For the reasons set out above, the Receiver is of the view that the proposed Releases are reasonable, appropriate and necessary.

Authorization for Bankruptcy Assignments

11.9 The proposed C&I AVO authorizes the Receiver, at any time following closing of the C&I Transaction, to make a bankruptcy assignment in respect of any Debtor other than the Residential Entities. The proposed Residential RVO authorizes the Receiver, at any time following closing of the Residential Transaction, to make a bankruptcy assignment in respect of ResidualCo, provided that the Receiver shall not make any bankruptcy assignment in respect of ResidualCo during the 120-day period following closing of the Residential Transaction unless a replacement general partner of the applicable Residential Entity has been admitted and ResidualCo has ceased to be the general partner of the applicable Residential Entity. The proposed C&I AVO and Residential RVO authorize, but do not require, A&M to act as trustee in bankruptcy in respect of the Grasshopper Entities and/or ResidualCo.

11.10 The Receiver will review and, in due course following closing of the Transactions, determine whether to make bankruptcy assignments in respect of the Grasshopper Entities and ResidualCo, or certain of them, in connection with the wind-down of their respective estates.

320 North Park Project

11.11 One of the solar projects to be sold to the C&I Buyer pursuant to the C&I Transaction is a project located at 320 North Park, Brantford, Ontario (the "**North Park Project**"). The North Park Project is owned by SPN LP 10 (a Non-Debtor Obligor). However, a potential

dispute exists with respect to entitlements to the revenues generated by the North Park Project, both prior to and during the Receivership Proceedings.

11.12 The Non-Debtor Service Providers (or their affiliates) have taken the position that they are owed approximately $98,000 in net proceeds generated by the North Park Project in the 26-month period prior to the granting of the Receivership Order (the "**Pre-Filing Proceeds**"). They take this position on the basis that, in June 2023, the Agent discharged its security in respect of the North Park Project. The Receiver understands that the security was discharged in order to facilitate a transaction in respect of the North Park Project that never materialized.

11.13 The Receiver has also learned that, in the days following the granting of the Receivership Order, a principal of the Non-Debtor Service Providers sent a direction to the applicable LDC to re-direct revenue payments relating to the North Park Project to a bank account owned by the Non-Debtor Service Provider. Accordingly, the Non-Debtor Service Provider has been collecting all revenues relating to the North Park Project since the granting of the Receivership Order (the "**Post-Filing Proceeds**").

11.14 The Receiver is holding the Pre-Filing Proceeds and has informed counsel to the Non-Debtor Service Provider that it reserves all of its rights to recover the Post-Filing Proceeds. The Receiver believes that SPN LP 10 is entitled to both the Pre-Filing Proceeds and the Post-Filing Proceeds. The Receiver also informed counsel to the Non-Debtor Service Provider during Phase 1 of the Sale Process that the Receiver has the right to market the North Park Project and, subject to Court approval, to enter into and complete a transaction that includes the North Park Project.

11.15 In the Receiver's view, the North Park Project is an asset belonging to SPN LP 10. The FIT Contract associated with the North Park Project is in the name of SPN LP 10. The Receiver understands that, prior to the Receivership Proceedings, SPN LP 10 represented itself as the owner of the North Park Project with title to the related project assets. While the North Park Project may not be subject to the security interests of the Agent, it remains an asset of SPN LP 10 (and therefore constitutes Grasshopper Business and Property) that is to be sold under the C&I Transaction.

11.16 The Receiver intends to address any disputes with respect to entitlement to the Pre-Filing Proceeds, the Post-Filing Proceeds and/or the proceeds from the sale of the North Park Project under the C&I Transaction in connection with a future motion for distribution of estate proceeds.

11.17 Separately, the C&I Landlord of the North Park Project (the "**North Park Landlord**") contacted the Receiver during the Sale Process to pursue a potential transaction in respect of the North Park Project. As the Receiver and the Sale Advisor were marketing the entirety of the C&I Portfolio under the Sale Process and it was not clear based on initial discussions that a transaction with the North Park Landlord, if implemented, would maximize the value of the North Park Project, the Receiver determined not to pursue a transaction with the North Park Landlord. The Sale Advisor informed the North Park Landlord that it was welcome to discuss transaction opportunities directly with any ultimate purchaser of the C&I Portfolio.

12.0 RECEIPTS AND DISBURSEMENTS

12.1 Actual receipts and disbursements of the Original Debtors for the period from January 31, 2026 to July 17, 2026 (the "**Reporting Period**") are summarized in the following table:

Cash Flow Report **$000s**	**Actual**
Receipts:	
Commercial & Industrial Receipts	3,288
Residential Receipts	1,553
Other Receipts	131
Total Receipts	**4,972**
Disbursements:	
O&M Management Services	(1,605)
General, Administrative, Insurance	(961)
Lease Payments	(919)
Asset Administration Services	(734)
Excise Tax Remittances	(673)
Third-Party Consulting Fees	(552)
Third-Party Contractors	(339)
LDC Fees	(126)
Third-Party Co-Owner Payments	(19)
Restructuring Professional Fees	(3,091)
Total Disbursements	**(9,019)**
Net Cash Flow	**(4,047)**
Cash Balance: Debtors	
Opening Cash[1]	9,422
Net Cash Flow	(4,047)
Ending Cash[2]	**5,375**

(1) Excluding opening cash held in bank accounts of the Non-Debtor Obligors of approximately $649,000.
(2) Excluding ending cash held in bank accounts of Non-Debtor Obligors of approximately $4,091,000.

12.2 During the Reporting Period:

(i) total receipts of approximately $5.0 million were comprised of approximately $3.3 million of receipts related to revenue generated from the C&I Portfolio, approximately $1.5 million of receipts from revenue generated from the Residential

Portfolio, and approximately $0.2 million of receipts from settlements relating to residential lease buy-outs and other miscellaneous receipts; and

(ii) total disbursements of approximately $9.0 million were incurred, comprised of payments to Spark for the provision of O&M services, general and administrative costs and premiums paid for property, commercial and general liability insurance, lease payments to C&I Landlords and Residential Landlords, payments to FAAN for the provision of Asset Administration services, statutory excise tax remittances for the Grasshopper Entities, payments to third-party consultants DNV, Power Advisory and KPMG LLP, payments to other administrative consultants and contractors, payments to LDCs, payments to Third-Party Project Co-Owners prior to the suspension of such payments following the results of Phase 1 of the Sale Process, the Receiver's fees and expenses incurred in exercising its powers and duties as Receiver, including certain excise tax advisory and transaction-related tax matters associated with the Sale Process, and the fees and expenses of the Receiver's independent legal counsel and the Lenders' counsel.

12.3 The opening cash balance at the commencement of the Reporting Period was $9.4 million relating to the Original Debtors' cash balance (excluding amounts in Non-Debtor Obligor bank accounts).

12.4 The Receiver's cash balance as at July 17, 2026 was approximately $5.4 million (excluding amounts in Non-Debtor Obligor bank accounts of approximately $4.1 million). The Receiver continues to ensure it has sufficient cash on hand to fund forward-looking disbursements and to address potential contingencies that may arise during the

Receivership Proceedings. Based on the Receiver's most recent projections, the Receivership Proceedings are expected, subject to completion of the Transactions, to continue to be self-funded through the cash on hand and the revenues generated in the ordinary course of the Grasshopper Entities' business.

13.0 O&M AND ASSET ADMINISTRATION

O&M Updates

13.1 Under the guidance and direction of the Receiver, Spark's main priorities have been to improve performance of the solar projects and support the Sale Process while continuing to focus on high-priority solar projects based on: (i) recent performance and potential revenue loss; and (ii) safety concerns.

13.2 Specific steps taken by Spark have included:

(i) ongoing coordination with LDCs for C&I projects;

(ii) ongoing preventative maintenance site visits to document the status of C&I project sites and to identify items requiring corrective maintenance (both performance and safety-related);

(iii) ongoing corrective maintenance actions at C&I project sites designed to improve performance and/or correct underlying safety and other issues which could present concerns to the public, a C&I Landlord, or technicians of LDCs, Spark or other service providers accessing the sites;

(iv) in support of the Sale Process, preparing the Remediation Plan;

(v) assisting the Receiver and the Sale Advisor in responding to due diligence requirements and facilitating site visits with Qualified Bidders to inspect certain solar projects as part of the Sale Process;

(vi) attending at C&I project sites at the request of various LDCs for site shut-downs (to reduce the power generation load on the local grid for unrelated LDC maintenance);

(vii) attending at C&I project sites to disable winter stowage (which had been performed prior to winter to reduce the likelihood of damage caused by snow and other winter weather);

(viii) attending at residential sites to respond to the outstanding work orders from Residential Landlords which existed pre-receivership, which process is ongoing;

(ix) attending at residential sites to undertake corrective and preventative maintenance across the Residential Portfolio, including responding to homeowner requests for the installation and/or repair of critter guards, inverter replacements, and roof-related remedial work or other work orders; and

(x) monitoring the generation and performance of the residential and C&I project sites.

Asset Administration Updates

13.3 Under the guidance and direction of the Receiver, FAAN's primary workstreams have been to: (i) support and address matters related to the accounting function; (ii) lead the client-care function; and (iii) support diligence requests throughout the Sale Process.

13.4 Specific accounting related steps taken by FAAN include:

(i) recording all C&I Portfolio revenue statements and collecting and depositing cash in the methods documented in the Cash Management System (as defined in the Receivership Order);

(ii) recording all Residential Portfolio revenue statements and collecting and depositing cash in the methods documented in the Cash Management System;

(iii) with the assistance and review of the Receiver, preparing payments for C&I Landlords and Residential Landlords;

(iv) with the assistance of the Receiver, preparing HST returns for the Grasshopper Entities, allocating expenditures among the Grasshopper Entities and remitting payments where applicable; and

(v) closing out month-end, quarter-end and year-end financial reporting and compiling draft financial statements for the year ended December 31, 2025 and the first quarter ended March 31, 2026.

13.5 Specific client-care related steps taken by FAAN include:

(i) maintaining a “client-care management system” which receives inbound inquiries in respect of these Receivership Proceedings (*e.g.*, phone lines, emails, and mailboxes);

(ii) resuming more frequent communications with Residential Landlords; and

(iii) coordinating with Spark to schedule and address unfulfilled work orders from prior to the Appointment Date and additional work orders received since the Appointment Date.

13.6 To assist in matters concerning the Residential Portfolio, FAAN has hired contractors to address client-care specific concerns for the Residential Portfolio such as: (i) lease transfer requests; (ii) postponement requests for Residential Landlord refinancings; and (iii) general inquiries on these Receivership Proceedings.

14.0 RECEIVER'S OTHER ACTIVITIES

14.1 In addition to the conduct of the Sale Process, the development and negotiation of the Transactions, and the other matters described above, the Receiver's activities in respect of these Receivership Proceedings since the First Report have included, among other things, the following:

Communications

(i) engaging in frequent updates with the Lenders and Torys to discuss matters related to these Receivership Proceedings, including the status of the Sale Process;

(ii) reviewing and responding to information requests from the Canada Revenue Agency in respect of various HST audits;

(iii) with the assistance of Goodmans, corresponding with counsel to the Former Service Provider and/or other affiliated entities in respect of various amounts alleged to be owing by the Grasshopper Entities to such affiliated entities;

(iv) with the assistance of Goodmans, corresponding with C&I Landlords and Residential Landlords (or their respective counsel) with respect to various solar project matters, including lease administration, assignment and termination matters;

(v) with the assistance of Goodmans, engaging in discussions and correspondence with certain parties that have advanced litigation claims against Grasshopper to advise them of the stay of proceedings and to pursue consensual arrangements;

Ongoing Asset Administration and Monitoring

(vi) regularly meeting with Spark and FAAN, separately and collectively, to discuss ongoing matters and to formalize strategies with respect to transaction and portfolio matters;

(vii) working with FAAN to file the required HST returns for the Grasshopper Entities;

(viii) administering postponements and other amendments to NOLs in response to requests by Residential Landlords relating to mortgage refinancings and home sales;

(ix) administering buyouts in response to requests by Residential Landlords to purchase the solar project from the applicable Residential Entity;

Other Matters

(x) attending the Court hearing held on February 27, 2026 for approval of the Sale Process Approval Order;

(xi) coordinating the upload on the Case Website of all Court-filed materials in respect of these Receivership Proceedings;

(xii) responding to inquiries received through the Receiver's telephone hotline and email account for these Receivership Proceedings;

(xiii) preparing and sending the Interim Receiver's Report to the Office of the Superintendent of Bankruptcy on March 18, 2026, in accordance with subsection 246(2) of the BIA;

(xiv) with the assistance of Goodmans, reviewing solar project agreements and related ownership, governance and distribution matters;

(xv) engaging KPMG LLP to prepare and file the year-ended 2025 corporate income tax and partnership returns for the Grasshopper Entities; and

(xvi) preparing this Second Report and assisting Goodmans with the preparation of materials in respect of the Receiver's Motion.

15.0 RECEIVER'S CONTEMPLATED NEXT STEPS

15.1 Should the Court grant the relief sought in both the Applicants' Motion and the Receiver's Motion, the Receiver intends to, among other things:

(a) continue ongoing asset management and administration until closing of the Transactions;

(b) close the Transactions and take related actions in connection therewith, including payment of the Completion Fee to the Sale Advisor in accordance in the Sale Process Approval Order;

(c) following completion of the Transactions, bring a motion for a Court order, among other things, authorizing distributions to the Lenders, approving the fees and activities of the Receiver, and discharging the Receiver upon the completion of remaining activities;

(d) attend to statutory and administrative matters related to these Receivership Proceedings; and

(e) attend to post-closing and reconciliation matters as contemplated by the Purchase Agreements.

16.0 CONCLUSION AND RECOMMENDATIONS

16.1 For the reasons set out in this Second Report, the Receiver is of the view that:

(i) the relief sought in the Applicants' Motion for the Amended and Restated Receivership Order is reasonable, appropriate and necessary having regard to the circumstances outlined herein; and

(ii) the approval of the Transactions and the other relief sought in the Receiver's Motion is reasonable, appropriate and necessary and in the best interests of the Grasshopper Entities and their stakeholders.

16.2 Accordingly, the Receiver respectfully requests that the Court grant the C&I AVO and the Residential RVO.

*****

All of which is respectfully submitted,

Alvarez & Marsal Canada Inc., in its capacity as receiver and manager of GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc., GSC Solar Fund II GP Inc., GSC Solar Leasing LP, GSC Solar Leasing II LP, GSC Solar Leasing GP Inc. and GSC Solar Leasing II GP Inc.

Per: _____ _____

Name: Stephen Ferguson
Title: Senior Vice-President

Name: Duncan MacRae
Title: Vice-President

APPENDIX "A"
ORIGINAL RECEIVERSHIP ORDER

[See attached]

Electronically issued / Délivré par voie électronique : 14-Oct-2025 Court File No./N° du dossier du greffe: CV-25-00752340-00CL
Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

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

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 23rd
	)	
JUSTICE J. DIETRICH	)	DAY OF SEPTEMBER, 2025

(AS AMENDED ON TUESDAY, THE 14TH

DAY OF OCTOBER, 2025)

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

AMENDED RECEIVERSHIP ORDER

THIS APPLICATION made by Deutsche Bank Trust Company Americas, Deutsche Bank AG, Canada Branch, and The Bank of Nova Scotia (collectively, the "**Applicants**") for an Order under section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**") and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the

"**CJA**") appointing Alvarez & Marsal Canada Inc. ("**A&M**") as receiver and manager (in such capacities, the "**Receiver**") without security, of: (i) all of the assets, undertakings and properties of GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc., 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. (collectively, the "**Debtors**") comprising, acquired for, or used in relation to the business carried on directly and indirectly by the Debtors, or any of them (as more particularly described in the Rorick Affidavit (as defined below) (the "**Business**")); and (ii) the bank account described more particularly in **Schedule "A"** hereto (the "**Residential Redirected Account**"), was heard this day by judicial video conference via Zoom in Toronto, Ontario.

ON READING the notice of application of the Applicants, dated September 22, 2025 (the "**Notice of Application**"), filed; the Rorick Affidavit and the exhibits thereto, filed; the factum of the Applicants, dated September 22, 2025, filed; the consent of A&M to act as Receiver, dated September 21, 2025, filed; and the pre-filing report of A&M as prospective receiver of the Debtors, dated September 22, 2025 (the "**Pre-Filing Report**"), filed;

AND UPON hearing the submissions of counsel for the prospective Receiver, counsel for the Applicants, counsel for the Debtors and such other counsel who were present, no one else appearing although duly served as appears from the affidavit of service of Elizabeth Nigro sworn September 22, 2025, filed.

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and this receivership application is hereby abridged and validated so that this receivership application is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that all capitalized terms that are used but not defined in this Order shall have the meanings given to them in the Rorick Affidavit unless otherwise indicated.

APPOINTMENT

3. **THIS COURT ORDERS** that pursuant to section 243(1) of the BIA and section 101 of the CJA, A&M is hereby appointed Receiver, without security, of: (i) all of the assets, undertaking and property of the Debtors comprising, acquired for, or used in relation to the Business, including, without limitation, all of the Debtors' direct or indirect equity or partnership interests in the Non-Debtor Obligors (as defined below); and (ii) the Residential Redirected Account (collectively, the "**Property**").

RECEIVER'S POWERS

4. **THIS COURT ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and the Business and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

(a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, including, without limitation, the Debtors' bank accounts wherever located;

(b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories, and the placement or modification of such insurance coverage as may be necessary or desirable;

(c) to manage, operate, and carry on the Business, including the powers to: (i) enter into any agreements (including agreements with any Service Provider, as defined below); (ii) incur any obligations in the ordinary course of business in connection with the Property or the Business; (iii) cease to carry on all or any part of the Business; and (iv) reject, terminate or cease to perform any contracts of the Debtors, or any of them, or in respect of the Property or the Business;

(d) to continue to utilize the central cash management system currently in place as described in the Rorick Affidavit (the "**Cash Management System**"), or to modify or replace it in such manner as the Receiver determines, in consultation with the Lenders;

(e) to make payments on behalf of any Non-Debtor Obligor or Non-Debtor Service Provider (as defined below) on account of rent, insurance, operating expenses, costs of Service Providers (as defined below) and other costs and expenses coming due in the ordinary course of business from amounts received by the Debtors or the Receiver, in such amounts and at such times as the Receiver determines, in consultation with the Lenders, is appropriate for the preservation of the Grasshopper Property or the Grasshopper Business (each as defined below);

(f) to engage project operators, project managers, asset managers, construction managers, repair and maintenance contractors, engineering contractors, other contractors (including, without limitation, electrical, operations and maintenance contractors), subcontractors, consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, and such other persons (each, a "**Service Provider**") from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;

(g) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to continue the Business or any part or parts thereof;

(h) to receive and collect all monies and accounts now owed or hereafter owing to the Debtors, or any of them, and to exercise all rights and remedies of the Debtors, or any of them, in collecting such monies or accounts, including, without limitation, to enforce any security held by the Debtors, or any of them;

(i) to settle, extend or compromise any indebtedness owing to the Debtors, or any of them, provided that the Receiver shall obtain the prior consent of the Lenders prior

to settling, extending or compromising any indebtedness owing to the Debtors in excess of $250,000;

(j) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, including, without limitation, in respect of any permits issued by the IESO or a similar governmental authority or any construction permits and any requirements related to the foregoing, whether in the Receiver's name or in the name and on behalf of the Debtors, or any of them, for any purpose pursuant to this Order;

(k) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtors, or any of them, the Property or the Receiver, and to settle or compromise any such proceedings, provided that the Receiver shall obtain the prior consent of the Lenders prior to settling or compromising any proceeding owing to the Debtors in excess of $250,000. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

(l) in consultation with the Lenders, to market, whether directly or indirectly, any or all of the Property and/or the Business, including advertising and soliciting offers in respect of any and all such property or business or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion, and with the Applicants' consent, may deem appropriate;

(m) to sell, convey, transfer, lease or assign the Property or the Business or any part or parts thereof out of the ordinary course of business,

(i) without the approval of this Court in respect of any transaction not exceeding $250,000, provided that the aggregate consideration for all such transactions does not exceed $1,000,000; and

(ii) with the approval of this Court in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause,

and in each such case notice under subsection 63(4) of the Ontario *Personal Property Security Act*, or section 31 of the Ontario *Mortgages Act*, as the case may be, shall not be required;

(n) to apply for any vesting order, reverse vesting order, or other orders necessary to convey the Property, the Business and/or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;

(o) to report to, meet with and discuss with such affected Persons as the Receiver deems appropriate on all matters relating to the Property, the Business and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;

(p) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;

(q) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority, including, without limitation, the IESO, and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtors, or any of them, or any Service Provider, and to meet with and discuss with such governmental authority and execute any agreements, or provide any notices, required in connection with or as a result of such permits, licenses, approvals or permissions (but solely in its capacity as Receiver and not in its personal or corporate capacity);

(r) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtors, or any of them, including, without limiting the generality of the foregoing,

the ability to enter into occupation agreements for any property owned or leased by the Debtors, or any of them;

(s) to undertake any investigations deemed appropriate by the Receiver with respect to the location and/or disposition of assets reasonably believed to be, or to have been, Property;

(t) to apply to this Court for such further relief, advice and directions as the Receiver may determine as necessary or desirable;

(u) to exercise or refrain from exercising any contractual, statutory, shareholder, partnership, joint venture or other right which the Debtors, or any of them, may have, including, without limitation, any right to appoint, remove or replace a director, officer, or manager of a Non-Debtor Obligor and any right afforded to the Debtors, or any of them, under any unanimous shareholder agreement whether entered into prior or following the date of this Order;

(v) to negotiate, amend, modify, assume and/or execute, as applicable, any existing or new insurance policy under which any Debtor or Non-Debtor Obligor has insurance coverage (including any insurance policy held by, or issued in the name of, a Non-Debtor Service Provider); and

(w) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations, including opening any mail or other correspondence addressed to any of the Debtors,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons, including the Debtors, or any of them, and without interference from any other Person.

5. **THIS COURT ORDERS** that, without limiting the generality of paragraph 4(f) of this Order:

(a) the Receiver is hereby authorized to execute the Spark Services Agreements with Spark Power Renewables Canada Inc. ("**Spark**") in substantially the forms attached to the Pre-Filing Report, with such modifications as may be agreed to by the Receiver and Spark, and to perform the obligations of the Receiver thereunder; and

(b) the Receiver is hereby authorized to execute the FAAN Services Agreement with FAAN Advisors Group Inc. ("**FAAN**") in substantially the form attached to the Pre-Filing Report, with such modifications as may be agreed to by the Receiver and FAAN, and to perform the obligations of the Receiver thereunder.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

6. **THIS COURT ORDERS** that: (i) the Debtors; (ii) each Non-Debtor Obligor and Non-Debtor Service Provider (each, a "**Non-Debtor Entity**" and collectively, the "**Non-Debtor Entities**"); (iii) each of the foregoing Persons' current and former directors, officers, employees, agents, accountants, legal counsel, equity and unit holders, including, without limitation, investors, shareholders, partners and limited partners, and all other persons acting on their instructions or behalf; (iv) all Service Providers and all other persons acting on their instructions or behalf; and (v) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "**Persons**" and each being a "**Person**") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

7. **THIS COURT ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, agreements (including, without limitation, shareholder agreements and partnership agreements), orders, corporate and accounting records, insurance policies, permits, licenses, and any other papers, records, information and cloud-based data of any kind related to the Grasshopper Property, the Grasshopper Business, or the affairs of the Debtors or the Non-Debtor Obligors, and any computer programs, computer

tapes, computer disks, cloud or other data storage media containing any such information (the foregoing, collectively, the "**Records**") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, cloud and physical facilities relating thereto, provided however that nothing in this paragraph 7 or in paragraph 8 of this Order shall require the delivery of Records, or the granting of access to Records, that may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

8. **THIS COURT ORDERS** that if any Records are stored or otherwise contained on a computer, on a computer server of a cloud services provider or on any other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer, cloud or other system and providing the Receiver with any and all access codes, account names, account numbers, account creation credentials that may be necessary or desirable to gain access to the Records.

9. **THIS COURT ORDERS** that any present or future bank or financial institution providing all or any part of the Cash Management System (a "**CMS Provider**") shall be permitted to take instruction from the Receiver or such other Person as the Receiver may direct from time to time in writing (including, without limitation, FAAN or its representatives), with respect to the operation of the Cash Management System (including, without limitation, with respect to any transfer, payment, collection or other action taken under the Cash Management System or as to the use or

application by or on behalf of the Debtors or the Non-Debtor Obligors of funds transferred, paid, collected or otherwise dealt with in the Cash Management System), and that any CMS Provider shall be entitled to provide all or any part of the Cash Management System without any liability in respect thereof to any Person other than the Debtors and the Non-Debtor Obligors, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as a provider of the Cash Management System, an unaffected creditor with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

10. **THIS COURT ORDERS** that the Receiver shall provide each of the relevant landlords with notice of the Receiver's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Receiver's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Receiver, or by further Order of this Court upon application by the Receiver on at least two (2) days notice to such landlord and any such secured creditors.

PRESERVATION OF THE BUSINESS AND PROPERTY

11. **THIS COURT ORDERS** that each Non-Debtor Service Provider shall, unless otherwise agreed to in writing by the Receiver, forthwith transfer and remit to the Debtors' existing bank accounts or as the Receiver may otherwise direct any payments, cheques or funds that such Non-Debtor Service Provider receives from time to time on behalf of, or as bare trustee for, the Residential LPs.

12. **THIS COURT ORDERS** that: (i) Grasshopper Solar Corporation and Grasshopper Solar Asset Management Inc. (each, a "**Non-Debtor Service Provider**", and collectively, the "**Non-Debtor Service Providers**"); and (ii) those Persons, whether corporations, partnerships, limited partnerships, or otherwise, in which the Debtors have any direct or indirect equity or partnership

interest or control, whether full or partial, in respect of the Business, as more particularly listed in **Schedule "B"** hereto) (each, a "**Non-Debtor Obligor**" and collectively, the "**Non-Debtor Obligors**"), and each of them, shall, unless otherwise agreed to in writing by the Receiver:

(a) provide immediate written notice of and copies to the Receiver of any communications received from any governmental authority, the IESO or any local distribution company that is a party to a "Feed-in-Tariff" or a "microFIT" agreement pertaining to the Grasshopper Business (a "**Tariff Agreement**"), any landlord or any Service Provider;

(b) maintain in good standing, and not discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform, any right, renewal right, contract, agreement, licence or permit in favour of or held by such Non-Debtor Entity, including, without limitation, any Tariff Agreement, any agreement between such Non-Debtor Entity and the IESO, any landlord or any Service Provider, and any agreement or policy under which insurance coverage is provided in respect of any Non-Debtor Obligor or any Grasshopper Property, in each case that is in respect of or related to the Grasshopper Business or the Grasshopper Property (the "**Non-Debtor Entity Operating Documents**"); provided that the foregoing shall not apply to any Non-Debtor Entity Operating Documents that the Receiver expressly rejects, terminates or ceases to perform in accordance with section 4(c) of this Order;

(c) provide at least thirty (30) days' written notice to the Receiver of any pending renewal date, termination date, election date or similar date in respect of the Non-Debtor Entity Operating Documents;

(d) in respect of each bank account of a Non-Debtor Entity that is subject to the terms of the Credit Agreement, including, without limitation, the Collateral Accounts, the Project Subsidiary Revenue Accounts, the Petty Cash Account, the Borrower Revenue Account, the Debt Service Reserve Account, the Master Reserve Account

(and each of its sub-accounts), the Lease Payment Account and the Distribution Reserve Account (each of the foregoing as defined in the Credit Agreement) (collectively, the "**Grasshopper Bank Accounts**"), make all transfers, remittances or similar payments required by the Credit Agreement or any other Loan and Security Document (both as defined in the Credit Agreement) in accordance with the terms thereof and any applicable agreements between a Non-Debtor Entity and one or more Debtors and/or other Non-Debtor Entities (together with the Credit Agreement and/or any other Loan and Security Documents, the "**Governing Agreements**") or otherwise as directed in writing by the Receiver (which may include a direction for funds in such Grasshopper Bank Account to be transferred to the Receiver), and at such times specified thereby, or as otherwise agreed to in writing by the Receiver; and

(e) not transfer, disburse, use, or encumber any funds in a Grasshopper Bank Account for any purpose or in any manner not permitted by the Governing Agreements, and shall not close any Grasshopper Bank Accounts or open, establish, or maintain any other deposit account, investment account or any other account with any bank or other financial institution for the purpose or with the result of depositing funds otherwise required or intended to be deposited in the Grasshopper Bank Accounts.

13. **THIS COURT ORDERS** that, in the event that the Receiver appoints a new director or officer, as applicable, of any Non-Debtor Obligor (including as a result of the removal or replacement of a director or officer by the Receiver through the exercise of contractual, statutory, shareholder, partnership, joint venture or other rights of the Debtors, or any of them) (each, an "**Appointed D&O**"), the Receiver may, but is not required to: (i) pay from the Property such compensation for Appointed D&Os as the Receiver, in consultation with the Lenders, determines is reasonable; and (ii) obtain, and pay for from the Property, such insurance for Appointed D&Os as the Receiver, in consultation with the Lenders, determines is reasonable.

14. **THIS COURT ORDERS** that no Proceeding (as defined below) shall be commenced against or in respect of any Appointed D&O, and all rights and remedies of any Person against or

in respect of them are hereby stayed and suspended, save and except with the written consent of the Appointed D&O, or with leave of this Court on no less than seven days' notice to the Applicants, Receiver and Appointed D&O.

NO PROCEEDINGS AGAINST THE RECEIVER

15. **THIS COURT ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**"), shall be commenced or continued against the Receiver or the Receiver's counsel except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTORS, THE NON-DEBTOR ENTITIES OR THE GRASSHOPPER PROPERTY

16. **THIS COURT ORDERS** that no Proceeding against or in respect of: (i) any Debtor or the Property, or any part of it; or (ii) any Non-Debtor Obligor or any property, asset or undertaking of any Non-Debtor Obligor, including, without limitation, the Tariff Agreements, the Non-Debtor Entity Operating Documents, the Grasshopper Bank Accounts and the Governing Agreements (collectively with the Property, the "**Grasshopper Property**"), shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect thereof are hereby stayed and suspended pending further Order of this Court.

17. **THIS COURT ORDERS** that no Proceeding against or in respect of: (i) any Non-Debtor Service Provider; or (ii) any property, assets our undertaking of any Non-Debtor Service Provider, in each case that is in respect of or related to the Grasshopper Property or the Grasshopper Business, shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect thereof are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

18. **THIS COURT ORDERS** that all rights and remedies: (i) against any Debtor, the Receiver, any Non-Debtor Obligor, or, solely to the extent such right or remedy relates to or otherwise affects

the Grasshopper Property or the Grasshopper Business, any Non-Debtor Service Provider; or (ii) affecting the Grasshopper Property, or the businesses of the Debtors or the Non-Debtor Obligors (the "**Grasshopper Business**"), including, without limitation, licences, permits and Tariff Agreements required for the operation of the Grasshopper Business, regardless of who is the legal holder of any such licence or permit, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall: (i) empower the Receiver, any Debtor or any Non-Debtor Entity to carry on any business that it is not lawfully entitled to carry on; (ii) exempt the Receiver or any Debtor or any Non-Debtor Entity from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

19. **THIS COURT ORDERS** that no Person (except for the Receiver, to the extent permitted pursuant to this Order or further Order of this Court) shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit, whether oral or written (each, an "**Agreement**") in favour of or held by: (a) any Debtor or any Non-Debtor Obligor; or (b) solely to the extent such Agreement relates to or otherwise affects the Grasshopper Property or the Grasshopper Business, any Non-Debtor Service Provider, in each case without written consent of the Receiver or leave of this Court, including, without limitation, with respect to the administration of, and the transfer of funds to and from, the Grasshopper Bank Accounts in accordance with the Loan and Security Documents.

CONTINUATION OF SERVICES

20. **THIS COURT ORDERS** that all Persons (except for the Receiver, to the extent permitted pursuant to this Order or further Order of this Court), including, without limitation, each Non-Debtor Entity, having an Agreement with, or a statutory or regulatory mandate with respect to: (a) any Debtor or any Non-Debtor Obligor; or (b) solely to the extent such Agreement or statutory or regulatory mandate relates to or otherwise affects the Grasshopper Property or the Grasshopper

Business, any Non-Debtor Service Provider, for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, construction management services, project management services, engineering services, repair and maintenance services, permit and planning management services, accounting services, centralized banking services, payroll and benefit services, insurance and insurance services, equipment vendor and rental services, warehouse and logistics services, transportation services, utility or other services to any Debtor or any Non-Debtor Entity, are hereby restrained until further Order of this Court or written consent of the Receiver from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver (including, where a notice of termination may have been given with an effective date after the date of this Order), and that the Receiver shall be entitled to the continued use of the Debtors' current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the applicable Debtor or Non-Debtor Entity (including any payment practices whereby a Debtor made such payment on behalf of a Non-Debtor Entity) or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court. The Receiver is authorized to engage in discussions with any Person that provides goods and/or services to any Non-Debtor Service Provider relating to the Grasshopper Business or the Grasshopper Property to ensure the continued supply of such goods and/or services or, if the Receiver determines necessary, to transition the supply of such goods and/or services to the Debtors or the Non-Debtor Obligors.

RECEIVER TO HOLD FUNDS

21. **THIS COURT ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver, or that are otherwise paid or deposited into the Borrower Revenue Account (as defined in the Credit Agreement), from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the Business and the collection of any future revenue or accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall, if directed by the Receiver, be deposited into, or swept by the Receiver from the Borrower Revenue

Account and deposited into, one or more new accounts to be opened by the Receiver (the "**Post Receivership Accounts**") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

22. **THIS COURT ORDERS** that all employees of the Debtors, or any of them, shall remain the employees of the applicable Debtor until such time as the Receiver, on behalf of the applicable Debtor, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as provided for in section 14.06(1.2) of the BIA, other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*.

PIPEDA

23. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Grasshopper Property and the Grasshopper Business and to their advisors, but only to the extent desirable or required to evaluate, negotiate and attempt to complete one or more sales of the Property (each, a "**Sale**"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Grasshopper Property shall be entitled to continue to use the personal information provided to it, and related to the Grasshopper Property purchased, in a manner that is in all material respects identical to the prior use of such information by the Debtors, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

24. **THIS COURT ORDERS** that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession or management (separately and/or collectively, "**Possession**") of any of the Grasshopper Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the *Ontario Water Resources Act*, or the Ontario *Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Grasshopper Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

25. **THIS COURT ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or carrying out the provisions of this Order (and A&M shall not incur any personal or corporate liability or obligation in connection with carrying out the provisions of this Order or the performance, actions, errors, omissions or negligence by or of any Service Provider and all Persons acting on their instructions or behalf), save and except for liability arising from any gross negligence or wilful misconduct on its part, as determined pursuant to a final order of this Court that is not subject to appeal or other review rights, or in respect of which all rights to seek any such appeal or other review have expired, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver by section 14.06 of the BIA or by any other applicable legislation.

RECEIVER'S ACCOUNTS

26. **THIS COURT ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, whether incurred prior to, on or subsequent to the date of this Order, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "**Receiver's Charge**") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all other security interests, trusts (including statutory, deemed and constructive trusts), liens, charges, encumbrances and claims of secured creditors, statutory or otherwise (collectively, "**Encumbrances**"), in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

27. **THIS COURT ORDERS** that the Receiver and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

28. **THIS COURT ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

29. **THIS COURT ORDERS** that the Receiver shall be at liberty from time to time to apply amounts, out of the monies in its hands, against the fees and disbursements of the Applicants' counsel, Torys LLP (the "**Applicants' Counsel**"), that are incurred at the standard rates and charges of the Applicants' Counsel and payable or reimbursable by the Borrowers in accordance with the Credit Agreement and the other Loan and Security Documents.

FUNDING OF THE RECEIVERSHIP

30. **THIS COURT ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow from the Applicants by way of a credit facility, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed $5,000,000 (or such greater amount that is acceptable to the Applicants and as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures and any amounts required to finance the repair, maintenance or construction of any assets or property required or desirable for the operation of the Business. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "**Receiver's Borrowings Charge**") as security for the payment of the monies borrowed, together with interest, fees and charges thereon, in priority to all Encumbrances in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

31. **THIS COURT ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

32. **THIS COURT ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as **Schedule "C"** hereto (the "**Receiver's Certificates**"), as modified to reflect the terms of the credit facility between the Receiver and Applicants referred to in paragraph 30, for any amount borrowed by it pursuant to this Order.

33. **THIS COURT ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

34. **THIS COURT ORDERS** that Consolidated Practice Direction – Toronto Region (the "**Direction**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Direction (which can be found on the Ontario Superior Court of Justice website at https://www.ontariocourts.ca/scj/practice_directions/consolidated-practice-direction-toronto-region/) shall be valid and effective service. Subject to Rule 17.05 of the *Rules of Civil Procedure*, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Direction, service of documents in accordance with the Direction will be effective on transmission. This Court further orders that a Case Website shall be established by the Receiver in accordance with the Direction with the following URL: www.alvarezandmarsal.com/gsc.

35. **THIS COURT ORDERS** that if the service or distribution of documents in accordance with the Direction is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to any creditors of the Debtors, or any of them, to the Non-Debtor Obligors, or to other interested parties at their respective addresses as last shown on the records of the Debtors, or any of them, and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

36. **THIS COURT ORDERS** that, subject to paragraph 34 of this Order, the Applicants, the Receiver and their respective counsel are at liberty to serve or distribute this Order, any other materials and orders as may be reasonably required in these proceedings, including any notices, or other correspondence, by forwarding true copies thereof by electronic message to the Debtors' creditors, to the Non-Debtor Obligors, or to other interested parties and their advisors. For greater certainty, any such distribution or service shall be deemed to be in satisfaction of a legal or juridical

obligation, and notice requirements within the meaning of clause 3(c) of the *Electronic Commerce Protection Regulations*, Reg. 8100-2-175 (SOR/DORS).

CRITICAL PAYMENTS

37. **THIS COURT ORDERS** that the Receiver may make payments owing by any Non-Debtor Entity to suppliers, contractors, subcontractors and other creditors in respect of amounts owing prior to the date of this Order where such payments are deemed by the Receiver critical to the operation of the Debtors, the Non-Debtor Entities, the Grasshopper Business and/or for any matter concerning safe care and operation of the Debtors, the Non-Debtor Entities, the Grasshopper Business or the Grasshopper Property; provided that any such payment that exceeds $100,000, or where the aggregate of all such payments exceeds $250,000 shall require the prior written consent of the Applicants.

GENERAL

38. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

39. **THIS COURT ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy or monitor of any Debtor.

40. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

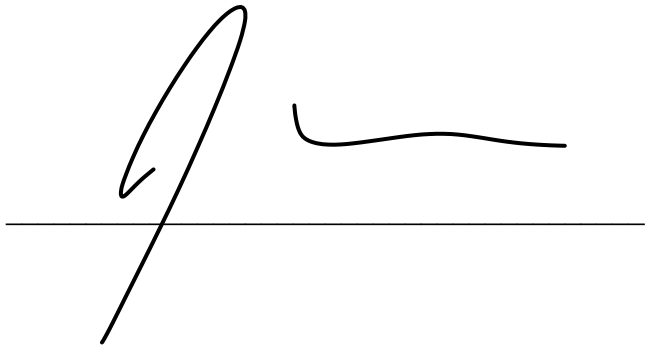
41. **THIS COURT ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that

the Receiver is authorized and empowered to act as a representative in respect of the within proceeding for the purpose of having this proceeding recognized in a jurisdiction outside Canada.

42. **THIS COURT ORDERS** that the Applicants shall have their costs of this application, up to and including entry and service of this Order, provided for by the terms of the Credit Agreement and the other Loan and Security Documents or, if not so provided thereby, then on a substantial indemnity basis to be paid by the Receiver from the estates of the Debtors, or any of them, with such priority and at such time as this Court may determine.

43. **THIS COURT ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

44. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Time on the date hereof without any need for entry and/or filing.



SCHEDULE "A"

RESIDENTIAL REDIRECTED ACCOUNT

Bank	**Account Name**	**Account No.**
Royal Bank of Canada	GRASSHOPPER SOLAR CORPORATION	03132-1011808

SCHEDULE "B"

NON-DEBTOR OBLIGORS

Project HoldCos

- 2245073 Ontario Inc.
- 2246253 Ontario Inc.
- 2377512 Ontario Inc.
- 2410581 Ontario Limited
- 2421907 Ontario Limited
- 2428760 Ontario Inc.
- Biidaaske Inc.
- Celeste Solar LP
- CEW L3V Solar III Limited Partnership
- Chi Biidaaske Inc.
- Cleave Energy Holdings Ltd.
- Gengrowth Energy LP
- Grasshopper Solar FIT Projects Inc.
- GSC Southlake Solar LP
- GSC SPN 4 Projects LP
- Howard Avenue Solar Inc.
- ICM Realty Group Solar 2013 Inc.
- LDREC SPN LP
- SPN LP 1
- SPN LP 3
- SPN LP 4
- SPN LP 5
- SPN LP 10
- SPN LP 14
- SPN LP 15
- Rising Sun Community Power Corp.
- HSSW Limited Partnership

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

Project Equity HoldCos

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

SCHEDULE "C"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT $_____

1. THIS IS TO CERTIFY that Alvarez & Marsal Canada Inc., the receiver (the "**Receiver**") of the assets, undertakings and properties of GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc., 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. (collectively, the "**Debtors**") acquired for, or used in relation to a business carried on by the Debtors, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated the 23rd day of September, 2025 (the "**Order**") made in an action having Court file number _____, has received as such Receiver from the holder of this certificate (the "**Lender**") the principal sum of $_____, being part of the total principal sum of $_____, which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the ___ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 2025.

ALVAREZ & MARSAL CANADA INC.,
solely in its capacity as Receiver of the Property,
and not in its personal capacity

Per: _____

Name:

Title:

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

AMENDED RECEIVERSHIP ORDER

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

APPENDIX "B"
PRE-FILING REPORT

[See attached]

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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

Applicants

- and -

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

Respondents

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

PRE-FILING REPORT OF THE PROPOSED RECEIVER
ALVAREZ & MARSAL CANADA INC.

SEPTEMBER 22, 2025

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APPENDICES

Appendix "A" – List of Debtors, Non-Debtor Obligors, Non-Debtor Service Providers, and Third-Party Project Co-Owners

Appendix "B" – Spark C&I Services Agreement

Appendix "C" – Spark Residential Services Agreement

Appendix "D" – FAAN Services Agreement

1.0 INTRODUCTION

1.1 On September 22, 2025, 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**") issued a Notice of Application with the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), returnable September 23, 2025, pursuant to section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended (the "**BIA**"), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended, for an order (the "**Receivership Order**"), among other things, appointing Alvarez & Marsal Canada Inc. ("**A&M**") as receiver and manager (in such capacities, the "**Receiver**"), without security, of: (i) all of the assets, undertakings and properties of GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc., 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. (collectively, the "**Debtors**"); and (ii) the Residential Redirected Account (as defined in the proposed Receivership Order).

1.2 The principal purpose of these proposed receivership proceedings (the "**Receivership Proceedings**") is to obtain much-needed stability for the solar generation business operated by the Debtors and their affiliated group of companies (collectively, "**Grasshopper**") and to provide a forum, with appropriate supervision and funding, to address governance and management transition issues and various technical issues affecting Grasshopper's solar projects. Following the transition of management and project assessment, the Receiver intends to develop and implement a sale and investment solicitation process (a "**SISP**") in respect of Grasshopper's business and assets.

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this pre-filing report (the "**Pre-Filing Report**") is to provide the Court with information and, where applicable, the proposed Receiver's views on:

(i) background information with respect to the Debtors and their affiliates, including the corporate structure of the Grasshopper group and the circumstances leading to the application for the appointment of the Receiver;

(ii) information on the structure of the proposed Receivership Proceedings and the impact on the Debtors and the Non-Debtor Entities (as defined below);

(iii) the Cash Management System (as defined below) operated by Grasshopper and the proposed continuation of the Cash Management System during the Receivership Proceedings;

(iv) information on the proposed services agreements to be entered into by the Receiver with each of Spark Power Renewables Canada Inc. ("**Spark**") and FAAN Advisors Group Inc. ("**FAAN**");

(v) the proposed Receiver's qualifications to act as Receiver and intended next steps in the Receivership Proceedings; and

(vi) the proposed Receiver's conclusions in respect of the foregoing.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this Pre-Filing Report, A&M has obtained and relied upon unaudited financial information, books and records, and other documents of the Debtors and the Non-Debtor

Obligors (as defined below), and has held discussions with, and been provided with certain additional information from, management and employees of the MSA Provider (as defined below) (collectively, the "**Information**").

3.2 A&M has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, A&M has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CASs**") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly, A&M expresses no opinion or other form of assurance contemplated under CASs in respect of the Information.

3.3 Unless otherwise stated, all monetary amounts contained in this Pre-Filing Report are expressed in Canadian dollars.

4.0 BACKGROUND

4.1 Background information in respect of the Debtors and the other entities in the Grasshopper group, including a description of the Grasshopper business and a detailed overview of the circumstances leading to the proposed appointment of the Receiver, is contained in the Applicants' application record filed in support of the commencement of the Receivership Proceedings, which includes the affidavit of Thomas Rorick, sworn September 21, 2025 (the "**Rorick Affidavit**").

4.2 The Grasshopper group directly or indirectly owns and operates solar generation projects in Ontario, which consist of two primary portfolios, being:

(a) a commercial and industrial ("**C&I**") portfolio consisting of approximately 133 projects (the "**C&I Portfolio**"); and

(b) a residential portfolio consisting of approximately 3,338 projects (the "**Residential Portfolio**").[1]

4.3 Grasshopper's business revolves around its participation in the Independent Electricity System Operator's ("**IESO**") "Feed-In Tariff" (a.k.a. "FIT") and "microFIT" programs—initiatives designed to incentivize greater use of renewable energy sources by providing guaranteed, long-term pricing for renewable electricity production.

4.4 Grasshopper is a complicated structure of 60 corporations and partnerships, 16 of which have minority—but in some cases majority—third-party co-owners not under common ownership with Grasshopper (the "**Third-Party Project Co-Owners**"). The Residential Portfolio is wholly-owned by Grasshopper.

4.5 The Debtors consist of the following eight entities:

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

(b) GSC Solar Leasing LP ("**Residential I LP**") and GSC Solar Leasing II LP ("**Residential II LP**", and together with Residential I LP, the "**Residential LPs**"),

[1] The number of projects in each portfolio is based on the most current available data as at April 1, 2025.

along with their respective general partners, GSC Solar Leasing GP Inc. ("**Residential I GP**") and GSC Solar Leasing II GP Inc. ("**Residential II GP**", and together with Residential I GP, the "**Residential GPs**").

4.6 The equity in the Borrowers is held by GSC Solar Fund I Inc., and the equity in the Borrower GPs is held by GSC GP HoldCo Inc. (together with GSC Solar Fund I Inc., the "**Fund Equity HoldCos**"). The Receiver understands that the Fund Equity HoldCos have pledged to the Applicants their shares in the Borrowers and the Borrower GPs.

4.7 The C&I Portfolio is comprised of larger-scale solar projects installed on commercial or industrial real property under the FIT program. For each of these projects, Grasshopper incorporated one or more special-purpose subsidiaries (each, a "**C&I Project HoldCo**") to hold the underlying solar assets and contracts. Each project is held by one or more C&I Project HoldCos that is a corporation and/or a limited partnership. The equity in certain C&I Project HoldCos is held by special purpose holding entities (each, a "**C&I Project Equity HoldCo**", and collectively with the C&I Project HoldCos, the "**C&I HoldCos**") that, in turn, are held by either Fund I LP or Fund II LP.

4.8 The "**Non-Debtor Obligors**" consist of the 49 C&I HoldCos and the two Fund Equity HoldCos, which the Receiver understands are guarantors of the Indebtedness owing to the Agent and the Lenders. For greater certainty, the Non-Debtor Obligors do not consist of any of the 11 Third-Party Project Co-Owners.

4.9 The "**Non-Debtor Service Providers**" consist of: (i) Grasshopper Solar Corporation and its affiliate, Grasshopper Solar Asset Management Inc. (together, the "**MSA Provider**"); and (ii) TwentyFifty Inc. and TwentyFifty Asset Management Inc. (together,

"**TwentyFifty**"). The Receiver understands that the Non-Debtor Service Providers and the Debtors have common ownership. The Non-Debtor Service Providers are entities in the Grasshopper group that have historically provided operations, maintenance and administrative services to the Debtors and the Non-Debtor Obligors (or were incorporated for that purpose). The Non-Debtor Service Providers are not obligors in respect of the Indebtedness (as defined below) and have not granted any security interests to the Agent or the Lenders, except for the granting by the MSA Provider of a security interest in the Residential Redirected Account.

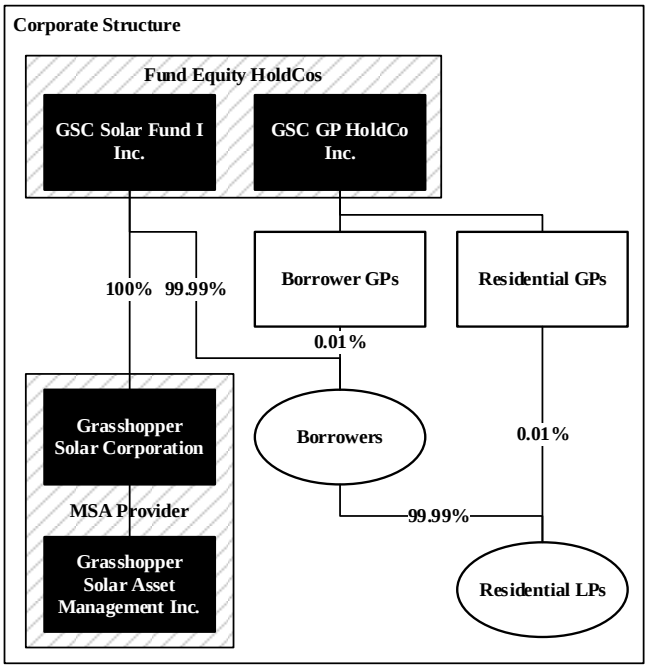
4.10 The Non-Debtor Obligors and the Non-Debtor Service Providers are collectively referred to as the "**Non-Debtor Entities**".

4.11 For ease of reference, the following table provides a categorical overview of the various entities impacted by the proposed receivership. A complete list of the specific entities that fall within each of these categories is provided at **Appendix "A"**.

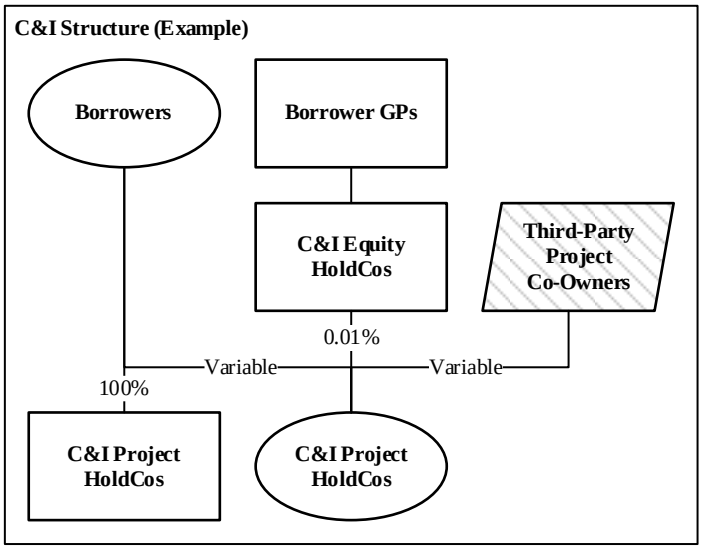
Category	Role(s)
"Debtors" – Subject to Full Receivership	
"**Borrowers**"	Primary obligors under the Credit Agreement (as defined below); ultimate owners of the equity in the Residential LPs, C&I Project HoldCos and C&I Equity HoldCos.
"**Borrower GPs**"	General partners of the Borrowers.
"**Residential LPs**"	Own all assets for Grasshopper's Residential Portfolio
"**Residential GPs**"	General partners of the Residential LPs.
"Non-Debtor Obligors" – Subject to Protective Relief	
"**Fund Equity HoldCos**"	Own all LP units in the Borrowers and all shares in the Borrower GPs.

Category	Role(s)
"**C&I Project HoldCos**"	Own all assets for Grasshopper's C&I Portfolio
"**C&I Equity HoldCos**"	Hold the equity in certain C&I Project HoldCos.
"Non-Debtor Service Providers" – Subject to Protective Relief	
"**MSA Provider**"	Provides all operations, maintenance and administrative services for Grasshopper.
"**TwentyFifty**"	May have assumed certain functions from the MSA Provider (based on most recent information from 2023); included in the definition of "Non-Debtor Service Providers" out of an abundance of caution.
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.

4.12 A simplified summary of the corporate structure of the Debtors is as follows:



4.13 A simplified summary of the corporate structure for the C&I Portfolio is as follows:



4.14 A copy of Grasshopper's corporate organization charts—one chart for the Fund I LP structure and another chart for the Fund II LP structure—is attached as Exhibit "B" to the Rorick Affidavit.

Indebtedness

4.15 As described in the Rorick Affidavit, on March 19, 2018, the Agent and the Lenders (at the time being Deutsche Bank AG, Canada Branch and a previous lender that was subsequently replaced by The Bank of Nova Scotia) entered into a credit agreement with, among others, the Borrowers and certain other Grasshopper entities. The credit agreement has since been amended and restated on two occasions, most recently on June 29, 2023 (as so amended and restated, and as further amended or otherwise modified since that time, the "**Credit Agreement**").

4.16 As further described in the Rorick Affidavit, in addition to the June 29, 2025 maturity of the Credit Agreement, since September 2024, at least five events of default have occurred

under the Credit Agreement. As at September 1, 2025, the total amount of the indebtedness owing by the Debtors and the Non-Debtor Obligors to the Agent and the Lenders under the Credit Agreement and the other Loan and Security Documents (as defined in the Rorick Affidavit) was $148,245,877.68, exclusive of fees, expenses, costs and similar amounts (the "**Indebtedness**"). The Indebtedness matured on June 29, 2025 and remains outstanding.

Existing Master Services Agreement

4.17 A&M understands that the Debtors do not have any employees. All of the operations, maintenance and administrative services for each of Debtors and Non-Debtor Obligors are provided by the MSA Provider under long-term, fixed price management services agreements (each, an "**MSA**") between the MSA Provider and the Grasshopper entity that owns the respective project. The management services provided under the MSAs fall into two categories: (i) operations and management ("**O&M**"); and (ii) administration and accounting functions ("**Asset Administration**"). Despite the importance of the services provided by the MSA Provider to the operation of Grasshopper's business, the MSA Provider is not a guarantor of the Indebtedness.

4.18 The Receiver understands that, in 2023, Grasshopper was contemplating transitioning the O&M and Asset Administration services from the MSA Provider to TwentyFifty. TwentyFifty was at that time owned by one of Grasshopper's ultimate equity owners. However, it is currently not known to the Agent or the Lenders whether any services were in fact transitioned from the MSA Provider to TwentyFifty. To minimize the risk of disruption to Grasshopper's business, the relief being sought in respect of the Non-Debtor Service Providers applies to both the MSA Provider and TwentyFifty. As described below,

the requsted relief only applies to the Non-Debtor Service Providers to the extent of their involvement with Grasshopper's business.

Cash Management System

4.19 The Grasshopper group utilizes a centralized cash management system (the "**Cash Management System**") for the collection, aggregation and disbursement of funds by the Debtors and the Non-Debtor Obligors. The Cash Management System is a complex structure of approximately 283 separate bank accounts held at four different banking institutions.

4.20 The Debtors maintain four bank accounts with The Bank of Nova Scotia (the "**Scotiabank Accounts**"), which includes an aggregation account which accumulates the revenue generated from the C&I Portfolio and the Residential Portfolio (the "**Borrower Revenue Account**").[2] Consolidated disbursements have historically only been made from the Borrower Revenue Account.

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

4.22 Other than the Residential Redirected Account, which is held in the name of the MSA Provider at RBC, all accounts at the Non-Applicant Banks are held in the names of the Debtors, various C&I HoldCos, or the Residential LPs. TD holds an account for a C&I

[2] The other three accounts are the MMRA (as defined below), the Debt Service Reserve Account and the Distribution Reserve Account (each as defined in the Credit Agreement).

HoldCo, BMO holds Residential Trust Accounts and a Residential Trust Aggregation Account (each as defined below), and historically held C&I HoldCo accounts. RBC holds the Residential Redirected Accounts, certain Residential Trust Accounts and a Residential Trust Aggregation Account (each as defined below), C&I HoldCo accounts and various accounts in the names of the Debtors.

Residential Bank Accounts & Flow of Funds

4.23 The revenue generated by the Residential Portfolio is based on the respective microFIT contract whereby the IESO or the local distribution company ("**LDC**"), as applicable, either:

(a) makes a payment to the homeowner directly, who then forwards the funds to the Residential LP and/or the MSA Provider (as bare trustee on behalf of the Residential LP as beneficial owner); the MSA Provider then collects the cheques from a shared mailbox and deposits them into controlled accounts that were established in accordance with the Credit Agreement for that purpose (collectively, the "**Residential Redirected Accounts**"). The Residential Redirected Accounts are held in the name of: (i) the MSA Provider for the benefit of the Residential LPs; and (ii) Residential I LP; or

(b) in cases where the homeowner delivered a direction to the IESO or LDC to pay the funds directly to the MSA Provider and/or the Residential LP, the IESO or LDC makes a payment either: (i) directly to the Residential Redirected Accounts; or (ii) directly to a controlled account (which is segregated for each applicable

homeowner) held by the Residential LP that was established in accordance with the Credit Agreement for that purpose (the "**Residential Trust Accounts**").

4.24 In respect of the Residential Trust Accounts only, the MSA Provider, on behalf of the Residential LP, transfers those funds from the Residential Trust Accounts to a separate accounts held by the Residential LP (the "**Residential Trust Aggregation Accounts**").

4.25 Where applicable, pursuant to an irrevocable acknowledgement and direction among the MSA Provider, Fund I LP and Residential I LP (the "**A&D**"), funds are transferred from time to time from the Residential Redirected Accounts and the Residential Trust Aggregation Accounts to the Borrower Revenue Account.

C&I Bank Accounts & Flow of Funds

4.26 The revenue generated by the C&I Portfolio is based on the respective FIT contracts, whereby the IESO or LDC, as applicable, makes a payment to the applicable C&I Project HoldCo into a controlled account established by such C&I Project HoldCo in accordance with the Credit Agreement for that purpose (each, a "**C&I Revenue Account**").

4.27 The MSA Provider, on behalf of the C&I Project HoldCo. transfers funds from time to time from the C&I Revenue Account to the Borrower Revenue Account.

4.28 In addition to the accounts listed above, the Debtors have six additional bank accounts with RBC, which consist of:

(a) two accounts which aggregate the respective C&I Revenue Accounts into separate accounts for Fund I LP and Fund II LP;

(b) one petty cash account;

(c) one lease payment account; and

(d) two accounts which appear to be legacy accounts relating to Fund II LP and Residential II LP.

5.0 EVENTS LEADING TO THE PROPOSED APPOINTMENT OF THE RECEIVER

Background

5.1 As previously noted, the MSA Provider and the Debtors are under common ownership. The MSAs are long-term, fixed price service agreements (subject to minor escalation between 0.5-1.0% per annum). As noted above, the services provided under the MSAs fall into two categories: (i) O&M; and (ii) Asset Administration.

5.2 The fixed price nature of the O&M services is advantageous to the Debtors and the other Grasshopper entities. The scope of services for both the Residential Portfolio and the C&I Portfolio includes both preventative maintenance ("**PM**") and corrective maintenance ("**CM**"). PM covers ongoing monitoring and annual inspections, which allows the service provider to diagnose existing issues. CM covers the requirement to repair failed equipment and restore it to an operational state. Given the nature of the activities, the costs of PM should generally be consistent year-over-year (subject to inflation and other trends), whereas the costs of CM can vary significantly, and are expected to increase as remaining lifespan diminishes over time due to wear and tear and/or underlying asset performance.

5.3 The Credit Agreement provides for funding of a major maintenance reserve account (the "**MMRA**"), which has historically been funded each quarter at a fixed rate from the proceeds generated by the Grasshopper business. Subject to the prior written consent of the

Agent (at the direction of the Lenders) in consultation with an independent engineer, the applicable Grasshopper entity could withdraw amounts from the MMRA to be applied only towards the costs incurred in connection with the required rehabilitation, maintenance and repair of its property.

Operational & Financial Issues

5.4 The Rorick Affidavit provides a comprehensive timeline of the known events of default that have occurred under the Credit Agreement and other Loan and Security Documents, along with the Agent's and the Lenders' unsuccessful efforts to address and resolve the many issues with Grasshopper. Certain key events described in the Rorick Affidavit are summarized below.

5.5 The Lenders first discovered that Grasshopper was facing operational and financial issues on September 3, 2024, when a member of the MSA Provider's corporate finance team delivered a request by email to the Lenders (the "**MMRA Email**") to release $599,425.45 of funds held in the MMRA (the "**Initial MMRA Request**"). The MMRA Email indicated that Grasshopper's business had incurred losses of approximately $1,930,441 for the year-to-date through July 2024, the majority of which were caused by faulty equipment on 40 of Grasshopper's C&I projects and approximately 200 of Grasshopper's residential projects. Among other things, those projects suffered from various combinations of mechanical and electrical failures that rendered their sun tracking systems, inverters, transformers and/or solar modules inoperative. The MMRA Email indicated that these issues had compounded since July 2023. The Initial MMRA Request was followed up by an updated MMRA drawdown request.

5.6 On December 16, 2024, the Lenders delivered a proposal to Grasshopper's management which set out conditions to the Lenders' release of the requested MMRA funds, including that Grasshopper would consent to the engagement of: (i) a third-party financial advisor to review Grasshopper's financial affairs by January 15, 2025; and (ii) a third-party engineering consultant to review the technical performance of Grasshopper's C&I projects and the costs to remediate the existing issues, with a report to be delivered to the Lenders by January 30, 2025. Grasshopper did not engage the Independent Engineer (as defined below) until around February 18, 2025 and did not consent to the engagement of the financial advisor until May 27, 2025.

5.7 Nevertheless, the Lenders consented to the release of $697,000 of MMRA funds in an effort to accommodate Grasshopper and to ensure that Grasshopper had funds on hand to begin addressing the various challenges it faced.

5.8 On or around February 18, 2025, the MSA Provider, at the Lenders' insistence, engaged DNV Canada Ltd. (the "**Independent Engineer**") as independent engineering consultant to review the technical performance of Grasshopper's projects and provide an estimate of the costs to remediate the existing issues. The Independent Engineer's preliminary assessment of Grasshopper's projects indicated numerous operations and maintenance deficiencies, including: (i) delays between the identification and remediation of operational issues; (ii) an asset management process that inadequately detected and responded to technical faults and equipment failures; and (iii) inadequate maintenance at certain of Grasshopper's projects.

Requested Changes to Payment Terms and Amounts under the MSAs and Notice of Resignation

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

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

5.11 In light of these challenges, on May 27, 2025, the Agent and the Lenders, through their counsel, Torys LLP ("**Torys**"), retained Alvarez & Marsal Canada ULC ("**A&M ULC**"), an affiliate of A&M, as a financial consultant. A&M ULC's mandate focused on analyzing Grasshopper's financial position and conducting an operational review of its project portfolio to develop a path forward that might resolve Grasshopper's challenges or otherwise assess strategic options available to the Lenders.

5.12 Soon after A&M ULC was engaged, the MSA Provider requested that the Lenders fund, from the waterfall set out in section 8.15 of the Credit Agreement, the amount owing to the MSA Provider from the period from April 1, 2025 to June 30, 2025. The Lenders ultimately approved such flow of funds. In addition, the MSA Provider informed A&M ULC and the Lenders that the fixed price nature of the MSAs was no longer viable due to significant increases to the actual costs incurred in connection with providing the services thereunder,

and therefore the MSA Provider intended to ultimately withdraw from providing the services.

5.13 Through continued discussions, the MSA Provider informed A&M ULC and the Lenders that the MSA Provider would cease providing services to Grasshopper on or before September 30, 2025. The MSA Provider further informed A&M ULC that they were facing imminent liquidity pressures, and could only agree to continue to provide services on a "cost plus" basis for a limited period of time (*i.e.*, through to September 30, 2025) in an effort to permit the Lenders to prepare and implement a transition plan. Due to its liquidity pressures, the MSA Provider advised they would only continue to provide services if the funds flowed to the MSA Provider throughout the period on a more frequent basis (as opposed to the quarterly payments provided for under the MSAs).

5.14 Given the MSA Provider's intention to cease providing services, A&M ULC, the Agents and the Lenders commenced discussions with Grasshopper and the MSA Provider on a potential memorandum of understanding between the Lenders, the Debtors and the MSA Provider (the "**MoU**") that would govern the parties' interim relationship and set out an effective transition plan. While the parties made strides in advancing the MoU, it was never finalized.

5.15 On June 26, 2025, the Agent and the Lenders, through their counsel, Torys, delivered demand letters and notices of intention to enforce security under section 244 of the BIA to each of the Debtors and Non-Debtor Obligors. On June 29, 2025, each of the three facilities under the Credit Agreement matured, or otherwise became due.

5.16 In addition to the events of default described in the Rorick Affidavit that have occurred and are continuing, the Receiver understands that a further event of default under the Credit Agreement will occur upon the resignation of the MSA Provider's principals. It is critical that a receiver be appointed prior to such resignations to preserve the value and ordinary course operations of the Grasshopper business and assets. Failing the appointment of a receiver, there would be significant—and potentially irreparable—harm to the Grasshopper business, to the Lenders and to other Grasshopper stakeholders, such as C&I and residential contract counterparties and the Third-Party Project Co-Owners.

6.0 A&M'S QUALIFICATIONS TO ACT

6.1 The A&M personnel who will be involved in the Receivership Proceedings include those who were involved in A&M ULC's earlier role as consultant to the Applicants, providing A&M with extensive knowledge of Grasshopper's business. These individuals have extensive experience in Court-appointed mandates (including acting as Court-appointed receiver and manager), dealing with renewable energy assets, and designing and implementing Court-supervised sale processes.

6.2 A&M is a registered member of the Canadian Association of Insolvency and Restructuring Professional, is a "trustee" within the meaning of section 2(1) of the BIA, and has provided its consent to act as Receiver of the Debtors if the Court grants the Receivership Order.

6.3 A&M has engaged Goodmans LLP ("**Goodmans**") as its independent legal counsel in connection with the proposed Receivership Proceedings.

7.0 PROPOSED RECEIVERSHIP ORDER

7.1 The scope and terms of the proposed receivership have been structured to provide the proposed Receiver with the necessary oversight and control over the management and operations of Grasshopper while minimizing potential negative impacts on the Grasshopper business or the interests of stakeholders, including Third-Party Project Co-Owners.

Debtor Entities

7.2 The Applicants seek a full receivership over eight Debtors and the Residential Redirected Account.

7.3 The Receivership Order proposes that the Receiver be appointed over some, but not all, of the Grasshopper entities. It is proposed that the Receiver be appointed in respect of the four "top-level" Borrowers and Borrower GPs, which collectively own Grasshopper's direct or indirect equity interests in the C&I Project HoldCos. This structure is intended to enable the Debtors to sell the C&I Portfolio through a sale of the equity interests in the C&I HoldCos, which are not Debtors under the proposed Receivership Order. As set out in the Rorick Affidavit, the Agent and the Lenders reserve their rights to seek the appointment of a receiver in respect of all or certain of the C&I HoldCos at a later date if it becomes apparent that such appointment is necessary to preserve Grasshopper's business operations or to implement a transaction identified as part of a future SISP.

7.4 It is also proposed that the Receiver be appointed in respect of the two Residential LPs and the two Residential GPs which, together with the Borrowers, own 100% of the equity of the Residential LPs. The appointment of the Receiver in respect of these four entities that

collectively own and operate the Residential Portfolio will provide the Receiver with the flexibility to complete either an equity or asset sale of the Residential Portfolio as part of a future SISP.

7.5 Finally, the proposed Receivership Order seeks the appointment of A&M as Receiver of the Residential Redirected Account. The Residential Redirected Account is an account held by the MSA Provider as bare trustee on behalf of the Residential LPs. As described above, certain revenues from Grasshopper's Residential Portfolio flow through the Residential Redirected Account before they are transferred to the Borrower Revenue Account. The proposed Receiver understands that the MSA Provider has granted the Agent a security interest in the Residential Redirected Account. The inclusion of the Residential Redirected Account in the receivership is necessary to avoid disruption to the Grasshopper business and to enable the Receiver to exercise control over all revenue collected from Grasshopper's Residential Portfolio.

Continuation of Cash Management System

7.6 As described above, the proposed Receivership Order appoints the Receiver over the Residential Redirected Account to provide the Receiver with full control over the bank accounts used in the operation of Grasshopper's Residential Portfolio.

7.7 Revenues from the C&I Portfolio are, in the normal course, deposited into bank accounts held in the name of the C&I HoldCos prior to such funds being aggregated in the Borrower Revenue Account. The proposed Receivership Order does not appoint A&M as Receiver in respect of the bank accounts of the C&I HoldCos. However, the proposed Receivership Order authorizes the Receiver to continue to utilize the existing Cash Management System,

or to modify or replace it in such manner as the Receiver determines in consultation with the Lenders, to ensure that proceeds of the C&I business flow up to the Debtors in accordance with the Credit Agreement and existing practice.

7.8 To give effect to the authorization to continue to utilize the Cash Management System, the proposed Receivership Order provides that any bank or financial institution providing all or part of the Cash Management System is permitted to take instruction from the Receiver, or such other person as the Receiver may direct from time to time in writing (including, without limitation, FAAN or its representatives), with respect to the operation of the Cash Management System.

7.9 The C&I HoldCos have pledged all or substantially all of their property to the Agent. Accordingly, the Agent is in a position to seek the appointment of the Receiver in respect of all assets of the C&I HoldCos, including their bank accounts. However, the Agent is seeking authority for the Receiver to continue to operate the Cash Management System – rather than seeking the appointment of the Receiver in respect of the C&I HoldCos – to avoid disruption to Grasshopper's business operations.

7.10 The authorizations in the proposed Receivership Order to continue the operation of the Cash Management System during the Receivership Proceedings will give the Receiver control over revenues generated by both the C&I Portfolio and the Residential Portfolio and facilitate the flow of those funds to the Borrowers to fund the receivership and Grasshopper's ongoing business operations.

7.11 Protective Relief

7.12 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.

7.13 The Receivership Order proposes that the protective relief would be extended to the Non-Debtor Entities in Grasshopper's corporate group, including: (i) a stay of proceedings in favour of the Non-Debtor Entities; (ii) a direction that the Non-Debtor Entities continue to perform their contractual obligations with the Debtors (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/or officers ("**D&O**") of the Non-Debtor Obligors.[3]

7.14 The relief in respect of the Non-Debtor Entities sought by the Applicants includes the following (collectively, the "**Protective Relief**"):

[3] The proposed Receivership Order authorizes (but does not require) the Receiver to appoint new D&Os (each, an "**Appointed D&O**") to fill a vacancy in the event a D&O position of any Non-Debtor Obligor otherwise is or becomes vacant (including as a result of the removal or replacement of a D&O by the Receiver), subject to the contractual rights of any Third-Party Project Co-Owner in accordance with the Receivership Order. The proposed Receivership Order provides that an Appointed D&O shall not have any liability for any claims or liabilities from and after the date of the Receivership Order other than liabilities arising from the gross negligence or wilful misconduct of such Appointed D&O or which are of the nature of any claim described by section 5.1(2) of the CCAA.

Stay of Proceedings	An extension of the stay of proceedings in favour of: (i) the Non-Debtor Obligors; and (ii) the Non-Debtor Service Providers, to the extent related to the Grasshopper Property or the Grasshopper Business (as those terms are defined in the proposed Receivership Order).
Continued Performance	A direction that each Non-Debtor Obligor and Non-Debtor Service Provider continue to comply with its obligations under its agreements 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 over which the Receiver is appointed).
Continuation of Services	A provision restricting any person with an agreement with a Non-Debtor Obligor, or an agreement with a Non-Debtor Service Provider to the extent that agreement relates to or otherwise affects the Grasshopper Property or Grasshopper Business, from discontinuing or terminating the supply of such goods or services as may be required by the Receiver, and authorizing the Receiver to engage in discussions with any person that provides goods and/or services to any Non-Debtor Service Provider relating to the Grasshopper Property or Grasshopper Business to transition the supply of such goods and/or services to the Debtors or the Non-Debtor Obligors.
Payment of Expenses	Authorization for the Receiver to pay rent, insurance and other operating expenses on behalf of the applicable Non-Debtor Entity to minimize the risk of disruption to critical services (including any services sub-contracted by the Non-Debtor Service Providers).
Governance	Authorization for the Receiver to exercise the Debtors' governance rights in respect of the Grasshopper group of companies, including to fill director and officer vacancies for the Non-Debtor Obligors where the Debtors otherwise have such a right.

7.15 While the Applicants are in a position to seek the appointment of 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. The Protective Relief has been designed to minimize the risk of disruption to the Grasshopper business and to Third-Party Project Co-Owners that co-own certain of the C&I Project HoldCos. The Applicants have advised that they 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 in the future.

Proposed Asset Management Replacement

7.16 As a result of the MSA Provider informing the Lenders that it would not be in a position to continue to provide services beyond September 30, 2025, as part of the preparation and transition process, the Lenders, with the assistance of A&M ULC, sought out alternative service providers for both O&M and Asset Management services.

7.17 In that regard, the Lenders and A&M ULC held meetings with various service providers to solicit interest in assuming and/or providing similar services under the MSAs. Ultimately, the Lenders selected Spark to provide O&M services due to its reputation, experience and capability to service Grasshopper's assets. In addition, the Lenders selected FAAN to provide Asset Management services given its experience in complex and insolvency-related situations and its competitive proposed rates.

7.18 With the assistance of Goodmans and Torys, A&M ULC and the Lenders have, in the lead up to these proposed Receivership Proceedings, developed and negotiated post-transition period agreements with both Spark and FAAN which, subject to approval of the Court in the proposed Receivership Order, will be entered into by the Receiver promptly following the commencement of the Receivership Proceedings.

Spark Agreements

7.19 Given that the scope of O&M services is different for the C&I Portfolio and the Residential Portfolio, separate agreements have been negotiated with Spark for the provision of O&M services for the C&I Portfolio (the "**Spark C&I Agreement**") and the Residential Portfolio

(the "**Spark Residential Agreement**" and, together with the Spark C&I Agreement, the "**Spark Agreements**"). The key terms of the Spark Agreements include the following:

Term	One-year initial term, with automatic renewals for successive one-year terms unless a party delivers a written notice of non-renewal no less than 45 days before the expiry of the then-current term. The Receiver may terminate the agreement on (i) five (5) days' written notice, in the event that at least 50% of the projects subject to the agreement have been sold in connection with a Court-approved SISP in the Receivership Proceedings; or (ii) sixty (60) days' written notice to Spark for convenience.
Scope of Services	The services to be provided by Spark are described in detail in schedules to the Spark Agreements. Spark will provide the following services, among others, for both the C&I Portfolio and the Residential Portfolio: (i) planned maintenance of the solar projects and the equipment located thereon; (ii) monitoring and performance analysis for the solar projects; and (iii) corrective maintenance and onsite communications.
Fees	Spark will be paid: (i) a fixed per-project fee for the completion of planned maintenance services; (ii) a fee for monitoring and performance services payable in monthly installments; (iii) in the case of the Spark Residential Agreement, an annual fee for asset management; and (iv) on an hourly basis in respect of additional services, in accordance with the pricing and payment terms set out in the schedules to the Spark Agreements.

Proposed FAAN Agreement

7.20 As described above, an agreement was negotiated with FAAN for the provision of Asset Administration services for both the C&I Portfolio and Residential Portfolio (the "**FAAN Agreement**"). The key terms of the FAAN Agreement include the following:

Term	One-year initial term, with automatic renewals for successive one-year terms unless a party delivers a written notice of non-renewal no less than 45 days before the expiry of the then-current term. The Receiver may terminate the agreement (i) on five (5) days' written notice, in the event that at least 50% of Grasshopper's projects have been sold in connection with a Court-approved SISP in the Receivership Proceedings; or (ii) on sixty (60) days' written notice to Spark for convenience.
Scope of Services	Until the date (the "**Transition Date**") on which the Receiver provides written notice to FAAN that services will no longer be provided by the Non-Debtor Service Providers, FAAN will provide such accounting, reporting and administrative services as the Receiver may reasonably request. Commencing on the Transition Date and continuing for the remainder of the term of the agreement, FAAN will provide the services set out on Schedule A to the agreement, including the following services: (i) accounting and financial reporting (including operating the Cash Management System); (ii) contract management; (iii) tax return preparation and 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.
Fees	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 Transition Date unless otherwise agreed by the Receiver.

Proposed Agreements

7.21 The Spark C&I Agreement, the Spark Residential Agreement, and the FAAN Agreement are attached hereto, in substantially final form, as Appendices "B", "C" and "D", respectively. While the Spark Agreements and FAAN Agreements are in substantially final form, certain modifications may be negotiated by the Receiver, in consultation with the Agent and the Lenders, prior to the finalization and execution of the agreements.

7.22 For the reasons set out above and to ensure the continuing operation and management of the Grasshopper business under the oversight of experienced service providers, the proposed Receivership Order: (i) authorizes the Receiver to execute the Spark Agreements and the FAAN Agreement in substantially the form attached to the Rorick Affidavit, with such modifications as may be agreed to between the Receiver and Spark and FAAN, respectively; and (ii) authorizes the Receiver to perform the obligations of the Receiver under the Spark Agreements and FAAN Agreement.

7.23 The proposed Receiver is of the view that: (i) the terms of the Spark Agreements and the FAAN Agreement are reasonable in the circumstances; (ii) the execution and performance of the agreements are necessary to ensure that the normal course operations of the Grasshopper business continue without disruption during the proposed receivership; and (iii) the agreements are in the best interests of the Debtors, the Non-Debtor Obligors, and their stakeholders.

8.0 PROPOSED RECEIVER'S CONTEMPLATED NEXT STEPS

8.1 On a preliminary basis, A&M ULC has assessed the anticipated cash flow needs of the Debtors. Based on this preliminary analysis, the Receivership Proceedings are currently expected to be self-funded through existing cash on hand and the revenues generated in the ordinary course of Grasshopper's business. Nevertheless, the proposed Receivership Order provides for the Court's approval of a receiver's borrowing facility of up to $5 million and a corresponding receiver's borrowing charge in accordance with the standard language in the Commercial List model order, in order to avoid the need to return to the Court if a funding need arises (particularly if such funding is required on an emergency basis).

8.2 The relief in the proposed Receivership Order is intended to minimize the risk of disruption by authorizing the Receiver:

(a) to inherit and utilize the existing Cash Management System, which is a complex structure of approximately 283 separate bank accounts that cannot be immediately replaced or replicated without risk of disruption to the Grasshopper business;

(b) to access Grasshopper's books and records and accounting systems, to assist with the ongoing transition of service functions to Spark and FAAN; and

(c) if necessary, to exercise any contractual, shareholder or partnership rights of the Debtors to ensure the proper governance and oversight of the Non-Debtor Obligors during the receivership.

8.3 If appointed, in addition to performing its statutory requirements under the BIA, the Receiver intends to, among other things:

(a) work with FAAN and Spark and other advisors as necessary to transition and stabilize Grasshopper's business operations and improve performance;

(b) establish regular reporting to stakeholders on operational performance, repair progress, and financial status; and

(c) engage with Grasshopper's existing insurance broker to ensure that insurance coverage is sufficient throughout the Receivership Proceedings.

8.4 Finally, after the business is stabilized the Receiver intends to return to Court to seek approval to implement a SISP in respect of the both the C&I Portfolio and the Residential Portfolio.

9.0 CONCLUSION

9.1 For the reasons set out in this Pre-Filing Report, A&M is of the view that the relief sought in the application for the Receivership Order is reasonable, appropriate and necessary having regard to the circumstances outlined herein.

*****

All of which is respectfully submitted,

Alvarez & Marsal Canada Inc., in its capacity as proposed receiver and manager of GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc., 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.

Per: 

Name: Stephen Ferguson
Title: Senior Vice-President

APPENDIX "C"
FIRST REPORT

[See attached]

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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

Applicants

- and -

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

Respondents

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

FIRST REPORT OF THE RECEIVER
ALVAREZ & MARSAL CANADA INC.

FEBRUARY 19, 2026

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APPENDICES

Appendix "A"	–	Receivership Order
Appendix "B"	–	Pre-Filing Report (without appendices)
Appendix "C"	–	List of Debtors, Non-Debtor Obligors, Non-Debtor Service Providers, and Third-Party Project Co-Owners
Appendix "D"	–	Notice of Termination of MSAs
Appendix "E"	–	Sale Advisor Agreement (Redacted)
Appendix "F"	–	Sale Process
Confidential Appendix	–	Sale Advisor Agreement (Unredacted)

1.0 INTRODUCTION

1.1 On September 23, 2025 (the "**Appointment Date**"), upon application by 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**"), Alvarez & Marsal Canada Inc. ("**A&M**") was appointed by an Order (Appointing Receiver) (the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), as receiver and manager (in such capacities, the "**Receiver**"), without security, of: (i) all of the assets, undertakings and properties of GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc., GSC Solar Fund II GP Inc., GSC Solar Leasing LP, GSC Solar Leasing II LP, GSC Solar Leasing GP Inc. and GSC Solar Leasing II GP Inc. (collectively, the "**Debtors**"); and (ii) the Residential Redirected Account (as defined in the Receivership Order). A copy of the Receivership Order, as amended on October 14, 2025, is attached as **Appendix "A"**.

1.2 The principal purpose of these receivership proceedings (the "**Receivership Proceedings**") has been to provide much-needed stability for the solar generation business operated by the Debtors and the Non-Debtor Obligors (as defined below) (collectively, the "**Grasshopper Entities**" or "**Grasshopper**") and to provide a forum, with appropriate supervision and funding, to address governance, management transition, and technical issues relating to Grasshopper's portfolio of solar generation projects (the "**Solar Projects**"). The Receivership Proceedings also provide a forum to institute a path forward to maximize the value of the Grasshopper Entities and their business and property for the benefit of stakeholders.

1.3 The Receiver, in its capacity as the proposed Receiver, previously filed the Pre-Filing Report of the Proposed Receiver dated September 22, 2025 (the "**Pre-Filing Report**") with the Court. A copy of the Pre-Filing Report (without appendices) is attached as **Appendix "B"**.

1.4 Additional details regarding Grasshopper, including an overview of the circumstances leading to the appointment of the Receiver, is contained in the Pre-Filing Report and the application record of the Applicants dated September 22, 2025, which includes the affidavit of Thomas Rorick, sworn September 21, 2025 (the "**Rorick Affidavit**"). The Rorick Affidavit, the Pre-Filing Report, and other Court filed documents and notices in these Receivership Proceedings can be found on the Receiver's case website at: www.alvarezandmarsal.com/gsc (the "**Case Website**").

2.0 PURPOSE OF THIS REPORT

2.1 The purpose of this first report (the "**First Report**") is to:

(i) describe the Receiver's key activities since the Appointment Date;

(ii) provide an overview of the relief sought by the Receiver pursuant to the proposed "**Sale Process Approval Order**", which among other things:

(a) approves a sale process (the "**Sale Process**") in respect of the business and property of the Grasshopper Entities, which Sale Process is attached as Schedule "A" to the proposed Sale Process Approval Order;

(b) approves the retention of Scotia Capital Inc. ("**Scotia Capital**" or the "**Sale Advisor**") by the Receiver *nunc pro tunc* to assist in the development and implementation of the Sale Process and authorizes and directs the Receiver to make payments contemplated when due under the Sale Advisor Agreement (as defined below); and

(c) grants a charge over the Debtors' Property (as defined in the Receivership Order) in favour of the Sale Advisor as security for the payment of any Completion Fee or Base Fee (each as defined in the Sale Advisor Agreement) which may become due and payable pursuant to the Sale Advisor Agreement (the "**Sale Advisor Charg**e"), which charge shall be subordinate in priority only to: (A) the Receiver's Charge and the Receiver's Borrowings Charge granted pursuant to the Receivership Order; and (B) the Encumbrances (as defined in the Receivership Order), if any, prescribed by sections 14.06(7), 81.4(4) and 81.6(2) of the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**"), and shall rank in priority of all other Encumbrances;

(iii) provide information regarding the Debtors' receipts and disbursements since the Appointment Date; and

(iv) provide an overview of the Receiver's conclusions and recommendations in respect of the Sale Process and the proposed Sale Process Approval Order.

3.0 TERMS OF REFERENCE AND DISCLAIMER

3.1 In preparing this First Report, A&M has obtained and relied upon unaudited financial information, books and records, and other documents of the Grasshopper Entities, and has held discussions with, and been provided with certain additional information from, management and employees of the Grasshopper Entities, the MSA Provider, Spark and FAAN (each as defined below) (collectively, the "**Information**").

3.2 A&M has reviewed the Information for reasonableness, internal consistency and use in the context in which it was provided. However, A&M has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards ("**CAS**") pursuant to the *Chartered Professional Accountants Canada Handbook*, and accordingly, A&M expresses no opinion or other form of assurance contemplated under CAS in respect of the Information.

3.3 This First Report has been prepared to provide general information regarding these Receivership Proceedings and to provide the Court with further information regarding the relief sought in the Receiver's motion for the Sale Process Approval Order returnable February 27, 2026 (the "**Receiver's Motion**"). Accordingly, the reader is cautioned that this First Report is not appropriate for any other purpose, and that the Receiver will not assume any responsibility or liability for any losses incurred by the reader as a result of the circulation, publication, reproduction or use of this First Report.

3.4 Unless otherwise stated, all monetary amounts contained in this First Report are expressed in Canadian dollars.

4.0 BACKGROUND

4.1 The Grasshopper group directly or indirectly owns and operates solar generation projects in Ontario, which consist of two primary portfolios, being:

(a) a commercial and industrial ("**C&I**") portfolio consisting of approximately 132 Solar Projects (the "**C&I Portfolio**"); and

(b) a residential portfolio consisting of approximately 3,200 Solar Projects (the "**Residential Portfolio**", and collectively with the C&I Portfolio, the "**Solar Portfolio**").

4.2 Grasshopper's business revolves around its participation in the "Feed-In Tariff" (known as "**FIT**") and "microFIT" programs of the Independent Electricity System Operator of Ontario ("**IESO**"), which are initiatives designed to incentivize greater use of renewable energy sources by providing guaranteed, long-term pricing for renewable electricity production.

4.3 As described in the Pre-Filing Report, Grasshopper obtained financing from the Lenders under a credit agreement dated as of March 19, 2018 (as amended and/or restated from time to time, the "**Credit Agreement**"). The Credit Agreement matured on June 29, 2025. As at September 1, 2025, the total indebtedness owing to the Agent and the Lenders under the Credit Agreement was $148,245,877.68, exclusive of fees, expenses, costs and similar amounts (the "**Indebtedness**").

4.4 As described below, Grasshopper is comprised of a complex structure of approximately 60 corporations and partnerships. The Residential Portfolio is wholly-owned by the Debtors.

The C&I Portfolio is owned by the Non-Debtor Obligors, in which the Debtors hold direct or indirect equity interests. Sixteen of the Non-Debtor Obligors have minority – but in some cases majority – third-party co-owners not under common ownership with Grasshopper (the "**Third-Party Project Co-Owners**").

4.5 The Debtors consist of the following eight entities:

(a) GSC Solar Fund I LP ("**Fund I LP**") and GSC Solar Fund II LP ("**Fund II LP**", and together with Fund I LP, the "**Borrowers**"), along with their respective general partners, GSC Solar Fund I GP Inc. and GSC Solar Fund II GP Inc. (collectively, the "**Borrower GPs**"); and

(b) GSC Solar Leasing LP and GSC Solar Leasing II LP (collectively, the "**Residential LPs**"), along with their respective general partners, GSC Solar Leasing GP Inc. and GSC Solar Leasing II GP Inc. (collectively, the "**Residential GPs**").

4.6 The equity in the Borrowers is held by GSC Solar Fund I Inc., and the equity in the Borrower GPs is held by GSC GP HoldCo Inc. (together with GSC Solar Fund I Inc., the "**Fund Equity HoldCos**"). The Receiver understands that the Fund Equity HoldCos have pledged to the Applicants their shares in the Borrowers and the Borrower GPs as security for the payment of the Indebtedness.

4.7 The C&I Portfolio is comprised of larger-scale Solar Projects installed on commercial or industrial real property under the FIT program. For C&I Solar Projects, Grasshopper incorporated one or more special-purpose subsidiaries (each, a "**C&I Project HoldCo**") to hold the underlying solar assets and contracts. Each Solar Project is held by one or more

C&I Project HoldCos that is a corporation or a limited partnership. The equity in certain C&I Project HoldCos is held by special purpose holding entities (each, a "**C&I Project Equity HoldCo**", and collectively with the C&I Project HoldCos, the "**C&I HoldCos**") that, in turn, are held by either Fund I LP or Fund II LP.

4.8 The "**Non-Debtor Obligors**" consist of the 49 C&I HoldCos. The Receiver understands that the Non-Debtor Obligors are guarantors of the Indebtedness and have granted a security interest in all or substantially all of their respective assets to secure the payment of the Indebtedness. For greater certainty, the Non-Debtor Obligors do not consist of any of the 11 Third-Party Project Co-Owners.

4.9 The "**Non-Debtor Service Providers**" consist of Grasshopper Solar Corporation ("**GSC**") and its affiliate, Grasshopper Solar Asset Management Inc. (collectively the "**MSA Provider**").[1] The Receiver understands that the Non-Debtor Service Providers and the Debtors have common ownership. The Non-Debtor Service Providers are entities that previously provided operations, maintenance and administrative services for the Grasshopper Entities through long-term, fixed price management services agreements (each, an "**MSA**") between the MSA Provider and the Grasshopper Entity that owned the particular Solar Project. The management services provided under the MSAs fell into two broad categories: (i) operations and maintenance ("**O&M**"); and (ii) administration and accounting functions ("**Asset Administration**"). The Non-Debtor Service Providers are not obligors in respect of the Indebtedness and have not granted any security interests to

[1] TwentyFifty Inc. and TwentyFifty Asset Management Inc. (collectively the "**TwentyFifty Entities**") were initially included as Non-Debtor Service Providers in the Pre-Filing Report and the Receivership Order. The Court amended the Receivership Order on October 14, 2025 to remove the TwentyFifty Entities from the definition of Non-Debtor Service Providers.

the Agent or the Lenders, except for the granting of a security interest in the Residential Redirected Account.[2]

4.10 For ease of reference, the following table provides a categorical overview of the various entities impacted in these Receivership Proceedings. A complete list of the specific entities that fall within each of these categories is provided at **Appendix "C"**.

Category	Role(s)
"Debtors" – Subject to Full Receivership	
"**Borrowers**"	Primary obligors under the Credit Agreement; ultimate owners of the equity in the Residential LPs and the equity in the C&I HoldCos (along with certain Third-Party Project Co-Owners).
"**Borrower GPs**"	General partners of the Borrowers.
"**Residential LPs**"	Own all assets of Grasshopper's Residential Portfolio.
"**Residential GPs**"	General partners of the Residential LPs.
"Non-Debtor Obligors" – Subject to Protective Relief	
"**C&I Project HoldCos**"	Own all assets for Grasshopper's C&I Portfolio.
"**C&I Equity HoldCos**"	Hold the equity in certain C&I Project HoldCos.
"Non-Debtor Service Providers" – Subject to Protective Relief	
"**MSA Provider**"	Provided all O&M and Asset Administration for Grasshopper prior to their termination during these Receivership Proceedings.

[2] The Residential Redirected Account is an account that was held in the name the MSA Provider for the benefit of the Residential LPs.

Category	Role(s)
Outside of the 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.

5.0 O&M AND ASSET ADMINISTRATION TRANSITION

5.1 Since the Appointment Date, the Receiver has worked to stabilize the operations and administration of Grasshopper without disruption, while analyzing a path forward to maximize value for stakeholders.

5.2 As discussed in the Pre-Filing Report, during the summer of 2025, the MSA Provider informed the Lenders that it would cease providing services under the MSAs on or before September 30, 2025. As part of the preparation and transition process, the Lenders, with the assistance of Alvarez & Marsal Canada ULC,[3] sought out alternative service providers for both O&M and Asset Administration services. In that regard, the Lenders ultimately selected Spark Power Renewables Canada Inc. ("**Spark**") to provide O&M services and FAAN Advisors Group Inc. ("**FAAN**") to provide Asset Administration services. To ensure the continuing operation and management of the Grasshopper business under the oversight of experienced service providers, the Receivership Order authorized the Receiver to enter into services agreements with Spark and FAAN in substantially the forms attached to the Pre-Filing Report.

[3] Prior to the Appointment Date, the Agent and the Lenders, through their counsel, Torys LLP, retained Alvarez & Marsal Canada ULC, an affiliate of A&M, as a financial consultant.

5.3 Accordingly, on September 29, 2025, pursuant to paragraph 4(c) of the Receivership Order and section 7.1 of each MSA, the Receiver, on behalf of the applicable Debtors, provided written notice to the MSA Provider of the termination of the MSAs (the "**Notice of Termination**"). The Receiver finalized and executed the Spark Services Agreements and the FAAN Services Agreement on September 29, 2025, and Spark and FAAN commenced providing services to Grasshopper on September 30, 2025. A copy of the Notice of Termination delivered to the MSA Provider is attached as **Appendix "D"**.

O&M Transition

5.4 As further described in the Pre-Filing Report and the Rorick Affidavit, prior to the Appointment Date, the Lenders had identified significant concerns with respect to the ongoing financial and operational performance of the Solar Portfolio. As such, following execution of the Spark Services Agreements, Spark's immediate priorities were to obtain proper control over Grasshopper's assets and data and to undertake an initial assessment of the performance and maintenance needs of the Solar Portfolio, with a focus on high-priority locations to inspect based on: (i) recent performance and potential revenue loss; and (ii) safety concerns.

5.5 Specific steps taken by Spark included:

(i) coordinating with the local distribution companies ("**LDCs**") for C&I projects to transfer responsibility for primary contact (for day-to-day emergency contact purposes);

(ii) with the assistance of the Receiver, obtaining access to the relevant performance monitoring platforms and portals;

(iii) with the assistance of the Receiver, updating C&I Portfolio landlord ("**C&I Landlord**") contact information;

(iv) initiating preventative maintenance site visits to document the status of C&I project sites and to identify items requiring corrective maintenance (both performance and safety-related);

(v) engaging a third-party service provider to conduct aerial inspections of all 132 C&I project sites to identify underperforming C&I locations;

(vi) initiating corrective maintenance actions at C&I project sites designed to improve performance and/or correct underlying safety and other issues which could present concerns to the public, C&I Landlords, or technicians of LDCs, Spark or other service providers accessing the sites;

(vii) attending at C&I project sites at the request of various LDCs for site shut-downs (to reduce the power generation load on the local grid for unrelated LDC maintenance);

(viii) attending at C&I project sites to perform winter stowage to reduce the likelihood of damage caused by snow and other winter weather; and

(ix) attending at residential sites to respond to the outstanding work orders from Residential Portfolio landlords ("**Residential Landlords**") which existed pre-

receivership (over 1,000 unactioned work orders were outstanding at the Appointment Date). Despite poor winter weather conditions impacting the ability to attend to certain of these work orders, Spark and various subcontractors have been able to schedule or close approximately 564 of the open work orders since the Appointment Date.

5.6 As of the date of this First Report, Spark has conducted inspection or repair visits to approximately 85 C&I project sites. Based on Spark's initial assessment, many C&I project sites require significant maintenance and/or repair work; this work has either been completed by Spark or has been assessed and will be scheduled once weather conditions permit. As weather conditions improve, Spark is expected to continue to assess the unvisited C&I project sites and refine the plan to rectify technical faults and equipment failures.

Asset Administration Transition

5.7 Following execution of the FAAN Services Agreement, FAAN's immediate priority was to obtain and transition operational control over the pre-existing IT systems and data, including but not limited to: (i) C&I Landlord and Residential Landlord information; (ii) accounting and bookkeeping information; and (iii) billing and revenue collection systems.

5.8 FAAN's primary workstreams are categorized as: (i) accounting related; and (ii) client-care related.

5.9 Specific accounting related steps taken by FAAN include:

(i) coordinating with Grasshopper's IT consultant, WebSan Solutions Inc., to gain access to the pre-existing enterprise resource planning system and customer relationship management platforms;

(ii) conducting a full reconciliation of the 2024 financial data to confirm completeness and accuracy;

(iii) developing standard operating procedures to follow throughout these Receivership Proceedings;

(iv) establishing a standardized month-end close checklist covering reconciliations, accrual entries, and variance analysis;

(v) recording all revenue statements and collecting and depositing cash in the methods documented in the Cash Management System (as defined in the Receivership Order);

(vi) with the assistance and review of the Receiver, setting up payment review processes for vendor invoices and preparing payments for C&I Landlords and Residential Landlords;

(vii) with the assistance of the Receiver, preparing HST returns for the Debtors and Non-Debtor Obligors and allocating expenditures among the Grasshopper Entities; and

(viii) closing out month-end and quarter-end financial reporting and compiling draft financial statements for the third-quarter ending September 30, 2025 and the year ending December 31, 2025, both of which will be integral for the Sale Process.

5.10 Specific client-care related steps taken by FAAN include:

(i) establishing a new "client care management system" to receive inbound inquiries in respect of these Receivership Proceedings (*e.g.*, setting up the client website, phone lines, emails, and mailboxes);

(ii) completing mail forwarding for various mailboxes of the Debtors and in relation to the Residential Redirected Account;

(iii) resuming more frequent communications with Residential Landlords; and

(iv) coordinating with Spark to schedule and address: (i) unfulfilled work orders from prior to the Appointment Date; and (ii) additional work orders received since the Appointment Date.

5.11 To assist in matters concerning the Residential Portfolio, FAAN has hired contractors to address client-care specific concerns for the Residential Portfolio such as: (i) lease transfer requests; (ii) postponements for homeowner refinancings; and (iii) general inquiries on these Receivership Proceedings.

6.0 OVERVIEW OF THE RECEIVER'S KEY ACTIVITIES TO DATE

6.1 In addition to the O&M and Asset Administration transition described above, the Receiver's activities in respect to these Receivership Proceedings since the Appointment Date have included, among other things, the following:

Communication Plan Implementation

(i) preparing and sending out initial communications regarding these Receivership Proceedings to the IESO, the Canada Revenue Agency ("**CRA**"), the relevant LDCs, the Third-Party Project Co-Owners, the Residential Landlords, the C&I Landlords, and the Debtors' insurance broker;

(ii) communicating with the CRA to advise of these Receivership Proceedings and to arrange for new HST accounts for the period of the Receivership Proceedings for the Debtors, working to file the required HST returns for the Debtors and Non-Debtor Obligors, and responding to information requests from the CRA in respect of various HST audits;

Cash Management[4]

(iii) establishing a receivership bank trust account (the "**Receivership Trust Account**");

(iv) preparing and sending out initial communications to The Bank of Nova Scotia, The

[4] The Cash Management System is comprised of approximately 280 unique bank accounts across the Cash Management Banks. The Receivership Order authorized the Receiver to continue to utilize the Cash Management System or to modify or replace it in such manner as the Receiver determines, in consultation with the Lenders.

Toronto-Dominion Bank, the Bank of Montreal and the Royal Bank of Canada (collectively, the "**Cash Management Banks**") to: (a) advise of the Receiver's appointment; (b) remove the pre-existing signing authorizations for the respective bank accounts related to the Debtors, the Non-Debtor Obligors and the Residential Redirected Account and to institute the Receiver as the sole signing authority; and (c) freeze the vast majority of accounts (except for accounts over which the Receiver had custody, control and oversight and which for procedural and practical reasons needed to remain open in order to clear ongoing payments for LDCs' fees, bank fees and uncleared cheques to Residential Landlords and C&I Landlords) (collectively the "**Cash Management Transition**");

(v) spending significant time with each of the Cash Management Banks implementing the Cash Management Transition;

(vi) conducting a comprehensive review of the Cash Management System to map the flow of funds, understand the receipts and disbursements, and assess how balances consolidate into the respective accounts;

(vii) implementing policies and procedures to aggregate receipts from the Cash Management Banks into the Receivership Trust Account and processing weekly disbursements from the Receivership Trust Account;

Ongoing Asset Administration and Monitoring

(viii) reviewing lease agreements of the C&I Portfolio to confirm rent amounts owed and the correct payees to disburse payments on a timely basis;

(ix) regularly meeting with Spark and FAAN, separately and collectively, to discuss ongoing matters and to formalize strategies regarding the path forward in these Receivership Proceedings;

(x) engaging DNV Canada Ltd. ("**DNV**") to: (a) perform independent operational assessments of the Solar Projects; (b) provide an assessment of corrective initiatives in progress and to be carried out by Spark; and (c) review the inputs to be included in the financial model in support of the Sale Process;[5]

(xi) engaging additional consultants to assist FAAN and Spark in various Asset Administration and O&M tasks;

(xii) working with the MSA Provider to finalize and execute an agreement that authorizes the Residential LPs (or the Receiver or its agents on their behalf) to administer real property registrations relating to the Residential Portfolio that for legacy reasons are registered in the name of GSC, which agreement authorizes the Residential LPs to administer notices of lease ("**NOLs**"), notices of security interest ("**NOSIs**"), and other registrations in the name and on behalf of the MSA Provider;

(xiii) administering postponements and other amendments to NOLs and NOSIs in response to requests by Residential Landlords relating to mortgage refinancings and home sales;

[5] As described in the Pre-Filing Report, on or around February 18, 2025, the MSA Provider, at the Lenders' insistence, engaged DNV as independent engineering consultant to review the technical performance of Grasshopper's projects and provide an estimate of the costs to remediate the existing issues. The Receiver understands that DNV's engagement with the MSA Provider ended prior to December 31, 2025.

Property Preservation

(xiv) issuing communication to the MSA Provider, explaining the requirements to comply with the Receivership Order and detailing the Receiver's requirements to support the transition of O&M and Asset Administration services to Spark and FAAN, respectively;

(xv) securing the books and records of the Debtors, including transferring physical files to a secure storage facility;

(xvi) performing electronic back-ups of books and records relating to the Grasshopper Entities that were maintained on the MSA Provider's servers, including lease and accounting records and specific information related to both the C&I Portfolio and the Residential Portfolio (*e.g.*, technical drawings and records);

Other Stakeholder Communication

(xvii) with the assistance of the Receiver's independent counsel, Goodmans LLP ("**Goodmans**"), corresponding with Reconstruct LLP as counsel to the MSA Provider and/or other affiliated entities in respect of various amounts alleged to be owing by the Debtors and/or Non-Debtor Obligors to such affiliated entities;

(xviii) with the assistance of Goodmans, corresponding with C&I Landlords and Residential Landlords (or their respective counsel) with respect to various Solar Project matters, including lease administration, assignment and termination matters;

(xix) with the assistance of Goodmans, engaging in discussions and correspondence with certain parties that have advanced litigation claims against Grasshopper to advise them of the stay of proceedings and to pursue consensual arrangements;

Other Matters

(xx) attending the Court hearing held on September 23, 2025, regarding the motion seeking approval of the Receivership Order;

(xxi) activating the Case Website and coordinating the upload on the Case Website of all Court-filed materials in respect of these Receivership Proceedings;

(xxii) activating the Receiver's telephone hotline and email account for these Receivership Proceedings, and responding to inquiries received through those contact points;

(xxiii) attending the Court case conference held on October 14, 2025 for the purpose of removing references to the TwentyFifty Entities in the Receivership Order;

(xxiv) reviewing Grasshopper's existing insurance coverage in place at the commencement of the Receivership Proceedings and arranging for the Receiver to be listed as a named insured and loss payee on the insurance policies;

(xxv) in consultation with Goodmans and the Lenders' insurance advisor, attending to the renewal of Grasshopper's insurance coverage, which included, among other things, removing coverage for the MSA Provider and other assets and entities owned by affiliates of the Debtors that are outside the scope of the Receivership Proceedings;

(xxvi) responding to communication from the IESO in respect of the Receivership Proceedings, including confirming that certain companies affiliated with Grasshopper which were subject to litigation with IESO are outside of the scope of the Receivership Proceedings;

(xxvii) preparing and sending the Notice and Statement of the Receiver on October 2, 2025, in accordance with subsections 245(1) and 246(1) of the BIA;

(xxviii) with the assistance of Goodmans, reviewing Solar Project agreements and related ownership, governance and distribution matters;

(xxix) engaging Power Advisory LLC to assist the Sale Advisor in connection with the Sale Process, including reporting on Ontario's FIT and microFIT programs and opportunities and financial considerations relating to re-contracting the Solar Projects following the expiry of existing FIT and microFIT contracts;

(xxx) preparing update reports to and meeting with the Lenders and their counsel, Torys LLP, on a frequent basis to discuss matters related to these Receivership Proceedings;

(xxxi) meeting with KPMG LLP, in its capacity as auditor of the Debtors and tax compliance and advisor to Grasshopper;

(xxxii) as described further below, designing and preparing for the commencement of the Sale Process, including implementing a request for proposals process ("**RFP Process**") to identify and retain an experienced sale advisor; and

(xxxiii) preparing this First Report and assisting Goodmans with the preparation of materials in respect of the Receiver's Motion.

7.0 SALE PROCESS

7.1 As described in the Pre-Filing Report, the Receiver's intention since the outset of these Receivership Proceedings has been to return to Court, after the Grasshopper business is stabilized, to seek approval to implement a sale process in respect of both the C&I Portfolio and Residential Portfolio.

7.2 As described in this First Report, the Receiver, with the assistance of Spark and FAAN, has made significant efforts during the initial months of these Receivership Proceedings to: (i) transition Asset Administration and O&M matters; (ii) identify and begin to implement areas of potential improvement for the Grasshopper business; and (iii) access and assemble the information that will be required by prospective purchasers of Grasshopper. As such, the Receiver is of the view that the Grasshopper business has been stabilized and that now is the appropriate time to commence a sale process for the business and property of the Grasshopper Entities (the "**Grasshopper Business and Property**").

7.3 Accordingly, the Receiver is now seeking the Court's approval of the proposed Sale Process which, as described in further detail below, is designed to efficiently and effectively solicit interest in and consummate one or more value-maximizing sale, investment, recapitalization, refinancing, restructuring or other transactions (each, a "**Transaction**") in respect of the Grasshopper Business and Property for the benefit of stakeholders. The Sale Process will solicit interest in Transactions in respect of: (i) the

Grasshopper Business and Property in whole or in part; (ii) the C&I Portfolio; and (iii) the Residential Portfolio.

Sale Advisor Selection Process

7.4 In anticipation of the proposed Sale Process, the Receiver commenced the RFP Process to identify and retain an experienced sale advisor with relevant expertise in renewable energy and infrastructure transactions. On December 15, 2025, a solicitation document and non-disclosure agreement were distributed to a six-party shortlist of potential sale advisors ("**Potential Sale Advisors**") identified by the Receiver, in consultation with the Lenders, as having the requisite expertise, qualifications and capabilities to assist with the development, planning and implementation of the Sale Process.

7.5 Upon execution of a non-disclosure agreement, the Potential Sale Advisors were granted access to an electronic data room populated with certain information relevant to Grasshopper. Five of the six Potential Sale Advisors ultimately submitted a proposal to the Receiver.

7.6 After reviewing the proposals and holding meetings with a select number of the Potential Sale Advisors to further assess their respective approaches, capabilities, and alignment with the objectives of the proposed Sale Process, the Receiver, in consultation with the Lenders, selected Scotia Capital as the Sale Advisor to assist in the development and implementation of the Sale Process.

7.7 Scotia Capital was selected as the Sale Advisor based on a number of factors, including: (i) Scotia Capital's extensive sell-side advisory experience in renewable asset transactions; (ii) Scotia Capital's broad and extensive sales network across Canada, the United States

and internationally; (iii) the credentials of Scotia Capital's proposed team; and (iv) that Scotia Capital's proposed fee structure for the Sale Process is reasonable, appropriate and competitive with other proposals received.

Sale Advisor Agreement[6]

7.8 The Receiver and Scotia Capital entered into an engagement letter on February 19, 2026, (the "**Sale Advisor Agreement**"), a copy of which is attached as **Appendix "E"**. Certain key terms of the Sale Advisor Agreement are summarized below:

(i) *Scope of Engagement*: The Sale Advisor shall act as exclusive sale advisor to the Receiver in connection with the Sale Process, including, among other things: (a) assisting in designing, preparing for, conducting and implementing the Sale Process; (b) providing financial analysis with respect to the terms of bids received in the Sale Process, including value of consideration and impact on stakeholders; and (c) assisting in negotiating and structuring the definitive terms of any Transaction(s);

(ii) *Fees and Expenses*: The Sale Advisor shall be eligible to be paid a Completion Fee or a Base Fee by the Debtors and shall be reimbursed for all reasonable out-of-pocket expenses, in each case subject to and in accordance with the terms of the Sale Advisor Agreement. The Completion Fee and the Base Fee are mutually exclusive, such that the Sale Advisor is not entitled to receive both the Completion

[6] Capitalized terms used and not defined in this section have the meanings given to them in the Sale Advisor Agreement.

Fee and the Base Fee. The high-level structure of the Completion Fee and Base Fee is as follows:

(a) A Completion Fee equal to a fixed percentage (the "**Fixed Percentage**") of Transaction Value, subject to a minimum Completion Fee of $1,500,000, is payable if Grasshopper completes a Transaction[7] during the term of the Sale Advisor Agreement or within twelve months thereafter with a party that executed a non-disclosure agreement during the Sale Process. For purposes of the Sale Advisor Agreement, a Transaction does not include any transaction (including, without limitation, any credit bid or foreclosure transaction) through which the Lenders acquire, directly or indirectly, any of the business, assets or equity interests of the Grasshopper Entities.

(b) A Base Fee of $500,000 is payable if: (A) during the term of the Sale Advisor Agreement, the Sale Advisor identifies one or more Qualified Bids (as defined in the Sale Process) that, if consummated, would result in the acquisition of substantially all of the business and assets of the Grasshopper Entities; and (B) the

[7] For purposes of the Sale Advisor Agreement, "**Transaction**" means, whether effected directly or indirectly, in a single transaction or a series of related transactions and regardless of the form or structure of the transaction: (a) the acquisition by one or more purchasers of all or substantially all of the assets of the Grasshopper Entities (an "**Asset Sale**"); (b) the acquisition by one or more purchasers, directly or indirectly, of the equity interests of Grasshopper Entities that collectively hold all or substantially all of the assets of the Grasshopper Entities (an "**Equity Sale**"); (c) an investment in the Grasshopper Entities by way of one or more transactions that results in the repayment or refinancing of the indebtedness owed to the Agent and/or the Lenders under the Credit Agreement; (d) any combination of Asset Sales and Equity Sales that results in the acquisition by one or more purchasers of all or substantially all of the business and assets of the Grasshopper Entities; or (e) any merger, business combination, amalgamation, plan of arrangement, consolidation, tender offer, takeover bid, reorganization, recapitalization, joint venture, asset swap or trade or other similar transaction pursuant to which substantially all of the business or assets of the Grasshopper Entities are combined with that of a purchaser.

Lenders unreasonably determine not to consent to the Receiver seeking Court approval of such transaction(s).

(iii) *Court Approval*: The Sale Advisor Agreement is subject to approval by the Court on terms acceptable to the Sale Advisor, acting reasonably. The Sale Advisor has indicated that it requires: (a) the Sale Advisor Charge as security for any Completion Fee or Base Fee that becomes payable pursuant to the Sale Advisor Agreement; and (b) certain other protections in the proposed Sale Process Approval Order providing that the Sale Advisor and its representatives shall have no liability in connection with or as a result of the Sale Process (other than arising from their gross negligence or wilful misconduct) and that the Sale Advisor shall not take possession or be deemed to take possession of the Property.

(iv) *Termination*: The Sale Advisor Agreement shall terminate upon the earliest of: (a) completion of one or more Transactions in respect of all or substantially all of the business and assets of the Grasshopper Entities; (b) termination by the Receiver or the Sale Advisor at any time without or without cause; and (c) twelve months from the date of the Sale Advisor Agreement. If the Sale Advisor Agreement is terminated by the Sale Advisor without cause, the Sale Advisor shall not be entitled to the payment of any Completion Fee or Base Fee.

(v) *Relationship of Sale Advisor and Lender*: The Sale Advisor is wholly-owned by The Bank of Nova Scotia (the "**Bank**"), which is a Lender under the Credit Agreement. Deutsche Bank AG, Canada Branch is the other Lender under the Credit Agreement and supports the engagement of Scotia Capital as the Sale

Advisor. The Sale Advisor Agreement contains provisions ensuring the separateness of the Bank's Sale Advisor and Lender functions, including that: (a) none of the individuals representing the Bank in its capacity as Lender shall be involved in the provision of services by the Sale Advisor, and vice versa; and (b) Scotia Capital will, in accordance with its standard procedures, establish ethical screens within the Bank to separate the Sale Advisor and Lender roles within the institution.

7.9 Pursuant to the proposed Sale Process Approval Order, the Receiver is seeking approval of the Sale Advisor Agreement and the retention of Scotia Capital under the terms thereof, as well as authorization to make payments to the Sale Advisor when earned and payable in accordance with the terms and conditions of the Sale Advisor Agreement. In addition, the proposed Sale Process Approval Order provides for the granting of the Sale Advisor Charge over the Debtors' Property as security for the payment of any Completion Fee or Base Fee which may become payable to the Sale Advisor. It is contemplated that the Sale Advisor Charge will rank subordinate in priority to: (a) the Receiver's Charge and the Receiver's Borrowings Charge granted pursuant to the Receivership Order; and (b) the Encumbrances, if any, prescribed by sections 14.06(7), 81.4(4) and 81.6(2) of the BIA, and in priority to all other Encumbrances.

7.10 The Fixed Percentage – which is multiplied by Transaction Value to determine the Completion Fee – has been redacted in the version of the Sale Advisor Agreement attached to this First Report. The Receiver will provide an unredacted version of the Sale Advisor Agreement to the Court in a confidential appendix to this First Report (the "**Confidential Appendix**"). Pursuant to the proposed Sale Approval Order, the Receiver is requesting that

the Court seal the Confidential Appendix until the completion of a Transaction pursuant to the Sale Process. The Receiver and the Sale Advisor believe that disclosure of the Fixed Percentage could cause bidders in the Sale Process to form a view with respect to the potential value range of Transactions, which would harm the competitive tension and effectiveness of the Sale Process. Accordingly, the Receiver believes that the temporary sealing of the Confidential Appendix is necessary to enhance the efficacy of the Sale Process and is in the best interests of the Grasshopper Entities and their stakeholders.

7.11 The Receiver believes that the Sale Advisor's fee structure is reasonable and supports the Receiver's overarching objective of efficiently soliciting all potential forms of interest in the Grasshopper Business and Property through the Sale Process. The Receiver is of the view that the Sale Advisor Charge is necessary and appropriate in the circumstances in light of the important role of the Sale Advisor in the successful implementation of the Sale Process. The engagement of the Sale Advisor pursuant to the terms of the Sale Advisor Agreement, including the granting of the Sale Advisor Charge, is supported by the Lenders.

Overview of the Sale Process[8]

7.12 The terms of the proposed Sale Process were developed in consultation with Sale Advisor and the Lenders. A copy of the Sale Process is attached as **Appendix "F"**.

7.13 The following table sets out a high-level summary of the key stages and milestones (each, a "**Milestone**") contemplated under the Sale Process. As described below, the Milestones may be extended or modified by the Receiver, with the consent of Secured Lenders, where

[8] This section provides only a high-level summary of the Sale Process. Readers should refer to the Sale Process attached as Schedule "A" to the proposed Sale Process Approval Order for the full terms of the Sale Process. Capitalized terms used and not otherwise defined in this section have the meanings given to them in the Sale Process.

the Receiver determines that such modification will better promote the purpose of the Sale Process.

Milestone	Date(s)
Phase 1	
Marketing Process and Initial Due Diligence Period	Commencing March 9, 2026
Phase 1 Bid Deadline	5:00 p.m. (Toronto time) on April 30, 2026
Phase 2	
Due Diligence Period for Qualified Bidders	Commencing May 6, 2026
Phase 2 Bid Deadline	5:00 p.m. (Toronto time) on June 25, 2026

7.14 The key terms of the Sale Process are summarized in the following table:

Summary of Sale Process		
Milestone / Step	**Timeline**	**Description of Activities**
Finalizing of Marketing Materials	As soon as reasonably practicable after the granting of the Sale Process Approval Order	The Sale Advisor and the Receiver will: • prepare a list of potential bidders who may have an interest in the Opportunity (the "**Bidder List**"); • prepare a public marketing brochure (the "**Teaser**") describing the Opportunity and a form of non-disclosure agreement (the "**NDA**") to be signed by Potential Bidders; • prepare a confidential information memorandum (the "**CIM**") with detailed information regarding the Grasshopper Business and Property; • cause a notice of the Sale Process to be posted on the Case Website; and • establish and populate an electronic data room (the "**Data Room**") developed for the Sale Process.

Summary of Sale Process		
Milestone / Step	**Timeline**	**Description of Activities**
Solicitation of Interest	Following completion of the above steps	• The Sale Advisor, with the assistance of the Receiver, will send the Teaser and NDA to all parties on the Bidder List and any other appropriate party who wishes to participate in the Sale Process and who requests a copy of the Teaser or is identified to the Sale Advisor or the Receiver as a potential bidder (each party being a "**Potential Bidder**").
Phase 1	During the period March 9, 2026 to April 30, 2026 (a period of 52 days)	• The Sale Advisor, under the supervision of the Receiver and in accordance with the Sale Process, will solicit non-binding indications of interest in the form of non-binding letters of intent ("**LOIs**") from Participating Bidders in respect of the Opportunity. • A Potential Bidder, upon execution of the NDA, will be deemed a "**Participating Bidder**" and will be provided with a copy of the CIM and access to the Data Room developed for Phase 1, and such other due diligence materials, information and opportunities relating to the Opportunity as the Receiver, in its reasonable business judgment, in consultation with the Sale Advisor, determines necessary or appropriate, provided that the Receiver and the Sale Advisor reserve the right to restrict any Participating Bidder's access to selected due diligence information or materials where such information or materials may have a negative impact on the conduct of the Sale Process or is otherwise not in best interests of the Grasshopper Entities or their stakeholders.
Phase 1 Bid Deadline	5:00 pm (Toronto time) on April 30, 2026	LOIs must be delivered to the Sale Advisor and Receiver before the Phase 1 Bid Deadline to be considered a "**Qualified LOI**". Qualified LOIs must also meet certain other criteria as set out in the Sale Process, including, among other things, that a Qualified LOI must contain: • an indication of the structure of the proposed Transaction, including: (i) whether the proposed Transaction is a sale, investment, recapitalization or other restructuring transaction; (ii) the specific assets and/or equity interests to be acquired in the proposed

Summary of Sale Process		
Milestone / Step	**Timeline**	**Description of Activities**
		Transaction; and (iii) whether the proposed Transaction relates to all or part of the Grasshopper Business and Property, the C&I Portfolio or the Residential Portfolio; • the purchase price or investment amount in Canadian dollars; • a description of the liabilities and obligations of the Grasshopper Entities that the Participating Bidder will assume; • specific statements concerning the proposed treatment of stakeholders of the Grasshopper Business and Property, including the Lenders, Project Landlords and Third-Party Project Co-Owners; • additional due diligence required to be conducted during Phase 2, if any; • any other terms or conditions of the proposal that the Participating Bidder believes are material to the proposed Transaction; • anticipated timing of closing of the proposed Transaction; and • such other information as may be reasonably requested by the Receiver. The Receiver, in consultation with the Sale Advisor and the Lenders, may waive compliance with any one or more of the requirements specified above and deem any such non-compliant LOI to be a Qualified LOI.
Assessment of LOIs	Within 6 days following the Phase 1 Bid Deadline	• The Receiver, in consultation with the Sale Advisor, will: (i) review the LOIs to determine whether they are Qualified LOIs that meet the criteria set out in the Sale Process; (ii) assess the Qualified LOIs to determine whether there is a reasonable prospect of obtaining one or more Qualified Bids; and (iii) to the extent required, request clarification of the terms of Qualified LOIs. • If the Receiver, in consultation with the Sale Advisor and the Lenders, determines there is a reasonable prospect of obtaining one or more Qualified Bids, the

Summary of Sale Process		
Milestone / Step	**Timeline**	**Description of Activities**
		Sale Process shall continue into Phase 2 in accordance with the Phase 2 procedures set forth below. • If the Receiver, in consultation with the Sale Advisor and with the consent of the Lenders, determines that no Qualified LOI has been received, or there is no reasonable prospect of a Qualified LOI resulting in a Qualified Bid, then the Receiver may give notice of the termination of the Sale Process by email to the Service List and Participating Bidders who submitted LOIs.
Phase 2	During the period May 6, 2026 to June 25, 2026 (a period of 50 days)	• A bid process letter for Phase 2 will be sent to all Participating Bidders who submitted Qualified LOIs and have been selected by the Receiver to participate in Phase 2 ("**Qualified Bidders**"). • Phase 2 of the Sale Process shall include the opportunity for Qualified Bidders to: (i) conduct additional due diligence; (ii) conduct targeted, supervised site visits in respect of the C&I Portfolio, to the extent authorized by the Receiver in its reasonable business judgment; and (iii) prepare and submit a Final Bid on or before the Phase 2 Bid Deadline. • During Phase 2, the Sale Advisor will post to the Data Room such further due diligence materials and information relating to the Grasshopper Business and Property as the Receiver, in its reasonable business judgment and in consultation with the Sale Advisor, determines appropriate.
Phase 2 Bid Deadline	5:00 pm (Toronto time) June 25, 2026	A Qualified Bidder that wishes to pursue the Opportunity must deliver a final binding proposal (each, a "**Final Bid**") by the Phase 2 Deadline. A Final Bid will be considered a qualified Final Bid (a "**Qualified Bid**") only if it is received by the Phase 2 Bid Deadline and complies with certain requirements as set out in the Sale Process, including, among other things, the following:

Summary of Sale Process		
Milestone / Step	**Timeline**	**Description of Activities**
		• it includes all of the requirements applicable to Qualified LOIs; • it specifies the aggregate purchase price, investment amount or other consideration to be paid by the Qualified Bidder; • it includes a letter stating that the Qualified Bidder's offer is irrevocable until the earlier of: (i) the approval by the Court of a Successful Bid; and (ii) 30 days following the Phase 2 Bid Deadline or such later date as may be agreed to, provided that if such Qualified Bidder is selected as a Successful Bidder, its offer will remain irrevocable until the closing of the Transaction with such Successful Bidder; • it includes such evidence of the Qualified Bidder's financial capacity (including, if applicable, written evidence of a commitment by a creditworthy bank or financial institution to provide any funding or financing required by the Qualified Bidder) as is necessary to enable the Receiver, in consultation with the Sale Advisor, to make a determination as to the financial capability of the Qualified Bidder (and, if applicable, its direct and indirect owners and principals) to consummate the proposed Transaction; • it includes evidence, in form and substance reasonably satisfactory to the Receiver and the Sale Advisor, of authorization and approval from the Qualified Bidder's board of directors or comparable governing body; • it includes the proposed form of Transaction Approval Order required by the Qualified Bidder to consummate the proposed Transaction; • it is unconditional, other than with respect to the receipt of the Transaction Approval Order and such other conditions as are specified in the transaction agreement; • it identifies any governmental, regulatory or other approvals required to complete the Transaction; and

Summary of Sale Process		
Milestone / Step	**Timeline**	**Description of Activities**
		• it is accompanied by satisfactory evidence that the Qualified Bidder has the ability to fund a deposit, in the form and amount to be set forth in the Bid Process Letter, within one (1) Business Day of the applicable Qualified Bidder being declared a Selected Qualified Bidder. The Receiver, in consultation with the Sale Advisor and with the consent of the Lenders, may waive compliance with any one or more of the requirements set forth in the Sale Process and deem a non-compliant Final Bid to be a Qualified Bid.
Evaluation and Selection of Successful Bid	As soon as possible after the Phase 2 Bid Deadline	• The Receiver, in consultation with the Sale Advisor and the Lenders, will review each Final Bid and, if one or more Qualified Bids is received, the Receiver, exercising its reasonable business judgment and following consultation with the Sale Advisor and with the consent of the Lenders, may: o negotiate with one or more of the Qualified Bidders who submitted a Qualified Bid, including requesting that such Qualified Bidder improve or otherwise modify the terms of its Qualified Bid; and o select one or more Qualified Bids that it considers to be the superior bid(s) in respect of the Grasshopper Business and Property or components thereof (each a "**Selected Qualified Bid**" and each Qualified Bidder who made a Selected Qualified Bid, a "**Selected Qualified Bidder**"). • In evaluating the Qualified Bids to determine the Selected Qualified Bid(s), the Receiver, in consultation with the Sale Advisor and the Lenders, may consider, among other things, the criteria outlined in the Sale Process, including: o the purchase price, investment amount or other consideration contemplated by the Qualified Bid; o the liabilities and obligations of the Grasshopper Entities to be assumed or satisfied under the Qualified Bid;

Summary of Sale Process		
Milestone / Step	**Timeline**	**Description of Activities**
		○ the conditionality of the Qualified Bid; ○ the structure of the proposed Transaction and the degree of any execution or closing risk; ○ the financial capability of the Qualified Bidder; and ○ the effect of the proposed Transaction on stakeholders of the Grasshopper Entities, including the Lenders, Project Landlords and Third-Party Project Co-Owners. • The Receiver may, in consultation with the Sale Advisor and the Lenders, decide to conduct an auction in connection with the selection of one or more Selected Qualified Bids. • Once one or more Selected Qualified Bids have been selected, the Receiver and the Sale Advisor, in consultation with the Lenders, shall negotiate and settle the terms of definitive transaction agreement(s) in respect of the Selected Qualified Bid(s), which Selected Qualified Bid(s) will be conditional upon Court approval at which time such Selected Qualified Bid will be a "**Successful Bid**" hereunder and the Selected Qualified Bidder who made such Selected Qualified Bid will be a "**Successful Bidder**" hereunder. • If the Receiver, after consultation with the Sale Advisor and the Lenders determines at any point during Phase 2 that there is no reasonable prospect of obtaining a Final Bid resulting in a Qualified Bid or that no Qualified Bid has been received at the end of Phase 2, then the Receiver may give notice of the termination of the Sale Process by email to the Service List and Qualified Bidders who submitted Final Bids.
Approval Motion for Successful Bid	Subject to Court availability)	• As soon as reasonably practicable after the selection of a Successful Bid, the Receiver will make a motion to the Court for an order approving the Transaction and granting such relief as may be necessary in connection with the consummation of the Transaction.

7.15 Additional key terms of the Sale Process include the following:

(i) the Opportunity will be presented and implemented on an "as is, where is" basis and without surviving representations or warranties of any kind by the Grasshopper Entities, the Receiver, the Sale Advisor, or any of their respective advisors or agents, except to the extent set forth in a definitive transaction agreement executed with a Successful Bidder and approved by the Court;

(ii) the Receiver, after consultation with the Sale Advisor and with the consent of the Lenders, shall have the right to extend or modify the Milestones and/or modify the terms, conditions or requirements for the Sale Process or adopt such other terms, conditions or requirements for the Sale Process (including terms, conditions or requirements that may depart from those set forth in the Sale Process), that in its reasonable business judgement will better promote the purpose of the Sale Process; provided that the adoption of any terms, conditions or requirements that materially deviate from the Sale Process shall require an order of the Court;

(iii) as set forth in the Sale Process, the Lenders have irrevocably confirmed to the Receiver that they will not be submitting a bid in the Sale Process; however, the Lenders reserve the right to submit a bid (including but not limited to a credit bid) if the Sale Process is terminated by the Receiver in accordance with its terms. Accordingly, in addition to the consultation and consent rights set forth in the Sale Process, the Sale Process provides that the Lenders shall be entitled to receive confidential information in respect of the Sale Process, including copies of all LOIs, Qualified LOIs and Final Bids;

(iv) the Receiver reserves the right: (i) not to accept any Qualified Bid or to otherwise terminate the Sale Process at any time and for any reason; and (ii) subject to the terms of the Sale Process, to deal with one or more bidders to the exclusion of others; and

(v) the completion of any Transaction shall be subject to the approval of the Court.

7.16 As described above, the Sale Process will solicit market interest in Transactions in respect of the Grasshopper Business and Property in whole or in part, including the C&I Portfolio and the Residential Portfolio. The Residential Portfolio assets are owned by two of the Debtors (the Residential LPs). The C&I Portfolio assets are owned by the C&I Project HoldCos, which are Non-Debtor Obligors.

7.17 Given Grasshopper's corporate structure, the Sale Process will include the business and assets held by all Grasshopper Entities, including the Debtors and the Non-Debtor Obligors. Although the Receiver is not the receiver of the Non-Debtor Obligors, the Receiver is appointed over the direct and indirect equity interests in the Non-Debtor Obligors owned by the Debtors. As described in the Rorick Affidavit, the Non-Debtor Obligors are guarantors of the Indebtedness under the Credit Agreement and have granted the Agent a security interest in all or substantially all of their respective assets to secure the payment of the Indebtedness. The Receiver also understands based on the Rorick Affidavit that the Agent has a security interest in the equity interests in the Non-Debtor Obligors held by the Third-Party Project Co-Owners.

7.18 The Rorick Affidavit indicated that the Agent and the Lenders reserved their rights to seek the appointment of a receiver in respect of all or certain of the Non-Debtor Obligors and/or

the equity interests in the applicable Non-Debtor Obligors held by the Third-Party Project Co-Owners at a later date if it became apparent that such appointment was necessary or appropriate to structure or implement a transaction identified as part of a future sale process. No such relief is being sought at this time. However, the proposed Sale Process Approval Order authorizes the Receiver to apply to this Court for advice and directions in connection with the Sale Process or the implementation thereof, including to seek to include the Non-Debtor Obligors or other obligors directly within the scope of the receivership if and when the Receiver may consider appropriate in connection with the implementation of the Sale Process or any proposed Transaction(s). The Receiver notes that whether or not any such relief is required will depend on the outcome of the Sale Process and the structure of potential Transaction(s) identified in connection therewith.

The Receiver's Conclusions on the Proposed Sale Process

7.19 The proposed Sale Process is designed to broadly canvass the market and identify all potential Transactions, in any form, that will maximize the value of the Grasshopper Business and Property and are acceptable to the Receiver and the Lenders.

7.20 The process contemplated by the Sale Process is appropriate in the circumstances and provides for significant flexibility as to the ultimate structure of any Transaction. The Receiver, with the consent of the Lenders, may select one or more Successful Bids to bring forward for Court approval. Alternatively, if the Receiver determines following Phase 1 or Phase 2 that there is no reasonable prospect of obtaining an acceptable Qualified Bid, the Receiver may, in consultation with the Sale Advisor and with the consent of the Lenders, terminate the Sale Process.

7.21 The Receiver recommends that the Court grant the proposed Sale Process Approval Order for the following reasons:

(i) it is the Receiver's view that the Sale Process is commercially reasonable;

(ii) the Sale Process contemplates a comprehensive, fair, open and transparent process developed in consultation with the Sale Advisor and the Lenders, and is intended to broadly canvass the market in an efficient manner to maximize the interest in and value of the Grasshopper Business and Property;

(iii) the Receiver is of the view that the Sale Process timelines are appropriate – including the 108 days between the formal commencement of the Sale Process and the Phase 2 Bid Deadline – and will allow Participating Bidders to perform diligence and submit offers in respect of the Opportunity. In addition, the Sale Process was designed to ensure maximum flexibility and provide the Receiver with appropriate authority to extend timelines or adjust procedures as may be necessary in the circumstances to enhance the prospects of achieving one or more value maximizing Transaction(s) through the Sale Process;

(iv) the Receiver is of the view that the information expected to be made available to Participating Bidders will allow such parties to make informed decisions and to prepare and submit bids in respect of the Opportunity;

(v) the Sale Process, including the Milestones, have been developed with input from and are supported by the Sale Advisor and the Lenders; and

(vi) given the Lenders' confirmation that they will not be submitting a bid in the Sale Process, the Receiver believes that the information sharing provisions and consultation and consent rights in favour of the Lenders in the Sale Process are appropriate in the circumstances.

8.0 RECEIPTS AND DISBURSEMENTS

8.1 Actual receipts and disbursements for the period from September 23, 2025 to January 30, 2026 (the "**Reporting Period**") are summarized in the following table:

Cash Flow Report **$000s**	**Actual**
Receipts:	
Commercial & Industrial Receipts	6,789
Residential Receipts	1,336
Total Receipts	**8,125**
Disbursements:	
O&M Management Services	(1,047)
Lease Payments	(671)
Asset Administration Services	(466)
General & Administrative	(252)
Employees & Contractors	(206)
Third-Party Co-Owner Payments	(144)
LDC Fees	(74)
Excise Tax Remittances	(37)
Restructuring Professional Fees	(1,934)
Total Disbursements	**(4,831)**
Net Cash Flow	**3,294**
Cash Balance: Debtors	
Opening Cash[1]	6,128
Net Cash Flow	3,294
Ending Cash: Debtors[2]	**9,422**

(1) Excluding opening cash held in bank accounts of the Non-Debtor Obligors of approximately $624,000
(2) Excluding ending cash held in bank accounts of the Non-Debtor Obligors of approximately $649,000

8.2 During the Reporting Period:

(i) total receipts of approximately $8.1 million were comprised of approximately $6.8 million of receipts related to revenue generated from the C&I Portfolio, and approximately $1.3 million of receipts from revenue generated from the Residential Portfolio; and

(ii) total disbursements of approximately $4.8 million were incurred, comprised of payments to Spark for the provision of O&M services, lease payments to C&I Landlords and Residential Landlords, payments to FAAN for the provision of Asset Administration services, general and administrative costs, payments to other administrative consultants and contractors, payments to Third-Party Project Co-Owners, the Receiver's fees and expenses incurred in exercising its powers and duties as Receiver, and the fees and expenses of the Receiver's independent legal counsel and the Lenders' counsel.

8.3 The opening cash balance of $6.1 million relates to the Debtors' cash balance (excluding amounts in Non-Debtor Obligor bank accounts) at the commencement of these Receivership Proceedings, which the Receiver took possession of immediately following the Appointment Date.

8.4 The Receiver's cash balance as at January 30, 2026 was approximately $9.5 million (excluding amounts in Non-Debtor Obligor bank accounts). The Receiver continues to ensure it has sufficient cash on hand to fund forward-looking disbursements and to address potential contingencies that may arise during the Receivership Proceedings. Based on the Receiver's most recent projections, the Receivership Proceedings are currently expected to

continue to be self-funded through the cash on hand and the revenues generated in the ordinary course of Grasshopper's business.

9.0 CONCLUSION AND RECOMMENDATIONS

9.1 For the reasons set out in this First Report, the Receiver is of the view that the relief sought in the Receiver's Motion is reasonable, appropriate and necessary having regard to the circumstances outlined herein. Accordingly, the Receiver respectfully requests that the Court grant the Sale Process Approval Order.

*****

All of which is respectfully submitted,

Alvarez & Marsal Canada Inc., in its capacity as receiver and manager of GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc., GSC Solar Fund II GP Inc., GSC Solar Leasing LP, GSC Solar Leasing II LP, GSC Solar Leasing GP Inc. and GSC Solar Leasing II GP Inc.

Per: _____ _____

Name: Stephen Ferguson
Title: Senior Vice-President

Name: Duncan MacRae
Title: Vice-President

APPENDIX "D"
SALE PROCESS APPROVAL ORDER

[See attached]

Electronically issued / Délivré par voie électronique : 27-Feb-2026 Court File No./N° du dossier du greffe: CV-25-00752340-00CL
Superior Court of Justice - Toronto - Commercial List / Cour supérieure de justice

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	FRIDAY, THE 27TH
	)	
JUSTICE CAVANAGH	)	DAY OF FEBRUARY, 2026

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

SALE PROCESS APPROVAL ORDER

THIS MOTION, made by Alvarez & Marsal Canada Inc., in its capacity as Court-appointed receiver and manager (the "**Receiver**"), without security, of: (a) GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc., 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. (collectively, the "**Debtors**"); and (b) the Residential Redirected Account, as defined in the Order

(Appointing Receiver) of this Court dated September 23, 2025 (as amended on October 14, 2025, and as may be further amended and restated from time to time, the "**Receivership Order**"), for an order, *inter alia*, approving the sale process in the form attached hereto as Schedule "A" (the "**Sale Process**") and certain related relief, was heard this day by judicial videoconference.

ON READING the Notice of Motion of the Receiver dated February 19, 2026, filed, and the First Report of the Receiver dated February 19, 2026 (the "**First Report**"), filed, and on hearing the submissions of counsel for the Receiver, counsel for the Applicants and counsel for the other parties appearing as noted on the counsel slip, no one else appearing for any party although duly served as appears from the certificate of service, filed,

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record herein is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used and not otherwise defined in this Order shall have the meanings ascribed to them in the Receivership Order or the Sale Process, as the case may be.

APPROVAL OF SALE ADVISOR AGREEMENT

3. **THIS COURT ORDERS** that the engagement letter dated February 19, 2026, engaging Scotia Capital Inc. as the Receiver's sale advisor to assist in the development and implementation of the Sale Process (in such capacity, the "**Sale Advisor**"), attached as attached as Appendix "E" to the First Report (the "**Sale Advisor Agreement**"), and the retention of the Sale Advisor under the terms thereof, is hereby ratified and approved *nunc pro tunc*, and the Receiver is authorized

and directed to make the payments contemplated thereunder when earned and payable in accordance with the terms and conditions of the Sale Advisor Agreement.

4. **THIS COURT ORDERS** that the Sale Advisor shall be entitled to the benefit of and is hereby granted a charge (the "**Sale Advisor Charge**") on the Property as security for the payment of any Completion Fee or Base Fee which may become payable to the Sale Advisor pursuant to the Sale Advisor Agreement. The Sale Advisor Charge shall be subordinate in priority to (a) the Receiver's Charge, (b) the Receiver's Borrowings Charge, and (c) the Encumbrances, if any, prescribed by sections 14.06(7), 81.4(4) and 81.6(2) of the BIA, and shall rank in priority to all other Encumbrances.

APPROVAL OF SALE PROCESS

5. **THIS COURT ORDERS** that the Sale Process attached as Schedule "A" hereto is hereby approved and the Receiver and the Sale Advisor are hereby authorized and directed to implement the Sale Process pursuant to the terms thereof. The Receiver and the Sale Advisor are hereby authorized and directed to do all things reasonably necessary or desirable to give full effect to the Sale Process and to perform their respective obligations thereunder, subject to prior approval of the Court being obtained before the completion of any transaction pursuant to the Sale Process (a "**Transaction**").

6. **THIS COURT ORDERS** that the Sale Advisor and its affiliates, partners, directors, officers, employees, legal advisors, representatives, agents and controlling persons (each a "**Sale Advisor Party**") shall have no liability with respect to any losses, claims, damages, liabilities or obligations of any nature or kind to any person in connection with or as a result of the Sale Process or the engagement of the Sale Advisor, except to the extent of losses, claims, damages, liabilities

or obligations that arise or result from the gross negligence or wilful misconduct of a Sale Advisor Party (with respect to such Person alone), in performing their obligations under the Sale Process, as determined by this Court in a final order that is not subject to appeal or other review and all rights to seek any such appeal or other review shall have expired.

7. **THIS COURT ORDERS** that, without limiting paragraph 6 hereof, no action or proceeding shall be commenced directly, or by way of counterclaim, third party claim or otherwise, against or in respect of a Sale Advisor Party, and all rights and remedies of any Person against or in respect of a Sale Advisor Party are hereby stayed and suspended, except with the written consent of the applicable Sale Advisor Party, or with leave of this Court on notice to the applicable Sale Advisor Party. Notice of any such motion seeking leave of this Court shall be served upon the applicable Sale Advisor Party at least seven (7) days prior to the return date of any such motion for leave.

8. **THIS COURT ORDERS** that, notwithstanding anything contained herein or in the Sale Process, the Sale Advisor shall not take possession of the Property or be deemed to take possession of the Property.

9. **THIS COURT ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in connection with the Sale Process or the implementation thereof, including to seek to include the Non-Debtor Obligors or other obligors under the Credit Agreement or other Loan and Security Documents directly within the scope of this receivership as and when the Receiver may determine to be appropriate in connection the implementation of the Sale Process or any proposed Transaction(s), including following the conclusion of Phase 1 of the Sale Process or in connection with any motion seeking this Court’s approval of such proposed Transaction(s).

10. **THIS COURT ORDERS** that in overseeing the Sale Process, the Receiver shall have all of the benefits and protections granted to it pursuant to the Receivership Order, any other Order of this Court in the within proceedings, or otherwise provided by the BIA or at law.

PIPEDA

11. **THIS COURT ORDERS** that, pursuant to clause 7(3)(c) of the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any similar legislation in any other applicable jurisdictions, the Receiver and the Sale Advisor, and their respective representatives and advisors, are hereby authorized and permitted to disclose and transfer to Participating Bidders and their respective advisors personal information of identifiable individuals, but only to the extent required to facilitate diligence in respect of, negotiate or attempt to complete a Transaction. Each Participating Bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation for the purpose of effecting a Transaction, and, if it does not complete a Transaction, shall return all such information to the Receiver, or, in the alternative, destroy all such information and provide confirmation of its destruction if requested by the Receiver. Any Participating Bidder with a Successful Bid shall maintain and protect the privacy of such information and, upon closing of the Transaction(s) contemplated in the Successful Bid(s), shall be entitled to use the personal information provided to it that is related to the Grasshopper Business and Property acquired pursuant to the Sale Process in a manner that is in all material respects identical to the prior use of such information by the Receiver, and shall return all other personal information to the Receiver,

or ensure that all other personal information is destroyed and provide confirmation of its destruction if requested by the Receiver.

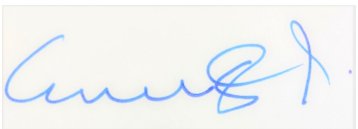
SEALING

12. **THIS COURT ORDERS** that, subject to further order of the Court, the Confidential Appendix to the First Report be and is hereby sealed and shall not form part of the public record until the Receiver files a certificate with the Court certifying the completion and closing of a Transaction completed pursuant to the Sale Process.

GENERAL

13. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

14. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in any other foreign jurisdiction, to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.



SCHEDULE "A"
SALE PROCESS

Attached.

GRASSHOPER ENTITIES
SALE PROCESS

On September 23, 2025, Alvarez & Marsal Canada Inc. was appointed as receiver and manager (in such capacity, the "**Receiver**") of all of the assets, undertakings and properties of GSC Solar Fund I LP ("**Fund I LP**"), GSC Solar Fund I GP Inc., GSC Solar Fund II LP ("**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. (each a "**Debtor**" and collectively, the "**Debtors**") pursuant to the Order (Appointing Receiver) (as amended on October 14, 2025, and as it may be further amended and restated from time to time, the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

The Receivership Order contains certain authorizations in relation to certain direct and indirect affiliates of Fund I LP and Fund II LP defined therein as the "**Non-Debtor Obligors**". A complete list of the Non-Debtor Obligors is set forth in **Appendix "A"** hereto. The Solar Projects (as defined herein) comprising the C&I Portfolio (as defined herein) are held by the Non-Debtor Obligors. Although the Receiver is not the receiver and manager of the Non-Debtor Obligors, it is appointed over the direct and indirect equity interests in the Non-Debtor Obligors owned by the Debtors. In addition, the Non-Debtor Obligors are guarantors of the obligations of Fund I LP and Fund II LP under the Credit Agreement. Accordingly, the Non-Debtor Obligors and their business and assets are included in the Sale Process.

On February 27, 2026, the Court granted an Order (the "**Sale Process Approval Order**") which, among other things, approved the commencement of a sale process (the "**Sale Process**") on the terms set out herein in respect of the Debtors and the Non-Debtor Obligors (each a "**Grasshopper Entity**" and collectively the "**Grasshopper Entities**") and the business and property of the Grasshopper Entities (the "**Grasshopper Business and Property**"). The purpose of the Sale Process is to solicit interest in and consummate one or more sale, investment, recapitalization, refinancing, restructuring or other transactions (each, a "**Transaction**") in respect of the Grasshopper Business and Property for the benefit of stakeholders, pursuant to the procedures and requirements set out herein.

The Receiver has retained Scotia Capital Inc. (the "**Sale Advisor**") to assist in the development and implementation of the Sale Process and related marketing strategy. The Sale Process will be conducted by the Sale Advisor on behalf of, and under the supervision of, the Receiver, in the manner set forth herein.

Defined Terms

1. Capitalized terms used herein have the meanings given to them in **Appendix "B"** hereto.

Opportunity

2. The Sale Process will solicit interest in, and provide the opportunity for interested parties to submit proposals with respect to, a Transaction in respect of the Grasshopper Business and Property (the "**Opportunity**"), including the Grasshopper Entities' portfolio of commercial and industrial Solar Projects (the "**C&I Portfolio**") and their portfolio of residential Solar Projects (the "**Residential Portfolio**"). The Sale Process will solicit

interest in Transactions in respect of: (a) the Grasshopper Business and Property in whole or in part; (b) the C&I Portfolio; and (c) the Residential Portfolio. Interested parties may submit proposals reflecting their desired Transaction structure, including the purchase of assets, the purchase of equity interests, the purchase of a combination of assets and equity interests, and/or the completion of an investment, recapitalization, refinancing or other restructuring transaction in respect of the Grasshopper Entities.

3. The Opportunity will be presented and implemented on an "as is, where is" basis and without surviving representations or warranties of any kind, nature, or description by the Grasshopper Entities, the Receiver, the Sale Advisor, or any of their respective advisors or agents, except to the extent set forth in a definitive transaction agreement executed with a Successful Bidder and approved by the Court.

4. In participating in the Sale Process, the Opportunity and any Transaction, Participating Bidders must rely solely on their own independent review, investigation and/or inspection of the Grasshopper Business and Property and all documents and information in respect thereof.

Timeline

5. The following table sets out a high-level summary of the key stages and milestones (each, a "**Milestone**") under the Sale Process:

Milestone	Date(s)
Phase 1	
Marketing Process and Initial Due Diligence Period	Commencing March 9, 2026
Phase 1 Bid Deadline	5:00 p.m. (Toronto time) on April 30, 2026
Phase 2	
Due Diligence Period for Qualified Bidders	Commencing May 6, 2026
Phase 2 Bid Deadline	5:00 p.m. (Toronto time) on June 25, 2026

Supervision and Amendment of the Sale Process

6. The marketing of the Opportunity and discussions and negotiations with Potential Bidders and Participating Bidders in respect of same, as described in the Sale Process, will be conducted by the Sale Advisor, under the supervision of the Receiver and in consultation with the Secured Lenders. For the avoidance of doubt, the Sale Advisor shall have no

authority or ability to bind the Receiver or the Grasshopper Entities, and all decisions contemplated to be made hereunder shall be made by the Receiver.

7. The Receiver, after consultation with the Sale Advisor and with the consent of the Secured Lenders, shall have the right to: (a) extend or modify the Milestones; and/or (b) modify the existing terms, conditions or requirements for the Sale Process or adopt such other terms, conditions or requirements for the Sale Process (including terms, conditions or requirements that may depart from those set forth herein), that in its reasonable business judgement will better promote the purpose of the Sale Process; provided that the adoption of any terms, conditions or requirements that materially deviate from the Sale Process shall require an order of the Court.

8. Any extensions to the Milestones or modifications to the terms, conditions or requirements of the Sale Process will be communicated to all Participating Bidders and Qualified Bidders, as applicable, posted on the website the Receiver maintains in respect of the Debtors' receivership proceedings at https://www.alvarezandmarsal.com/GSC (the "**Receiver's Website**") and communicated in such other manner, if any, as the Receiver determines is appropriate.

9. Potential Bidders and Participating Bidders are hereby advised that there is no obligation on the Receiver to complete any Transaction pursuant to the Sale Process. The Receiver reserves the right to terminate the Sale Process at any stage during the Sale Process, and no person participating in the Sale Process at any stage acquires or obtains any right or entitlement at any stage of the Sale Process to require that the Sale Process or any Transaction be completed or to receive any compensation as a result of any termination of the Sale Process.

Notice, Solicitation of Interest and Participation Requirements

10. As soon as reasonably practicable after the granting of the Sale Process Approval Order, the Sale Advisor, under the supervision and with the support of the Receiver, will:

    (a) prepare a list of potential bidders who may have an interest in the Opportunity (the "**Bidder List**");

    (b) prepare a public marketing brochure (the "**Teaser**") describing the Opportunity;

    (c) prepare a confidential information memorandum (the "**CIM**") with detailed information regarding the Grasshopper Business and Property;

    (d) cause a notice of the Sale Process (and such other relevant information that the Sale Advisor and the Receiver consider appropriate) to be posted on the Receiver's Website; and

    (e) establish and populate an electronic data room (the "**Data Room**") developed for the Sale Process, which will contain certain due diligence information in respect of the Grasshopper Business and Property.

11. Thereafter, the Sale Advisor, with the assistance of the Receiver, will send the Teaser and a form of non-disclosure agreement in respect of the Sale Process prepared by the Receiver's counsel (the "**NDA**") to: (a) all parties on the Bidder List; and (b) any other appropriate party who wishes to participate in the Sale Process (either on their own behalf or on behalf of their clients) and who requests a copy of the Teaser or is identified to the Sale Advisor or the Receiver as a potential bidder (each party in (a) and (b) being a "**Potential Bidder**").

12. To participate in the Sale Process, a Potential Bidder must deliver to the Sale Advisor and the Receiver a duly authorized and executed NDA in form and substance satisfactory to the Receiver. A Potential Bidder that has complied with this requirement will be deemed a "**Participating Bidder**" for purposes of the Sale Process.

13. At any time during the first phase of the Sale Process ("**Phase 1**") or the second phase of the Sale Process ("**Phase 2**"), the Receiver may, in its reasonable business judgment, and after consultation with the Sale Advisor and the Secured Lenders, eliminate a Participating Bidder from the Sale Process, in which case such bidder will no longer be a Participating Bidder for the purposes of the Sale Process.

PHASE 1
NON-BINDING LOIs

14. During Phase 1, the Sale Advisor (under the supervision of the Receiver and in accordance with the Sale Process) will solicit non-binding indications of interest in the form of non-binding letters of intent ("**LOIs**") from Participating Bidders in respect of the Opportunity.

Due Diligence

15. The Sale Advisor will provide each Participating Bidder with a copy of the CIM and access to the Data Room developed for Phase 1. Each Participating Bidder will also be provided with access to such other due diligence materials, information and opportunities relating to the Opportunity as the Receiver, in its reasonable business judgment, in consultation with the Sale Advisor, determines necessary or appropriate from time to time, subject to paragraph 17 below.

16. At the request of a Participating Bidder, the legal and financial advisor(s) and/or financing sources of such Participating Bidder may also be granted access to the materials and information described in paragraph 15 above; provided that, in each case, any such advisor or financing source: (a) is reasonably acceptable to the Sale Advisor and the Receiver; and (b) has executed or is bound by an NDA, or is subject to an alternative confidentiality arrangement acceptable to the Receiver.

17. The Receiver and the Sale Advisor reserve the right to restrict any Participating Bidder's access to selected due diligence information or materials at any time during Phase 1 or Phase 2, where the Receiver determines, in its reasonable business judgement, that such Participating Bidder's access to such information or materials may have a negative impact

on the conduct of the Sale Process or is otherwise not in best interests of the Grasshopper Entities or their stakeholders.

18. The Receiver and the Sale Advisor, and their respective agents, service providers, advisors, consultants and lawyers, make no representation or warranty as to the accuracy or completeness of the information: (a) contained in the Teaser, the CIM, the Sale Process or the Data Room; (b) provided in any manner through the due diligence process in Phase 1 or Phase 2; or (c) otherwise made available, except to the extent set forth in a definitive transaction agreement executed with the Successful Bidder and approved by the Court.

19. At no stage of the Sale Process shall any Participating Bidder communicate, directly or indirectly, with respect to the Opportunity, the Grasshopper Business and Property or a Transaction with any of the following parties, without the express prior written consent of the Receiver: (a) any other Participating Bidder; (b) any current or former director, officer or principal of any Grasshopper Entities or their affiliates; (c) any entity or person that is party to a "feed-in-tariff" agreement that relates to a Solar Project owned by any Grasshopper Entities; (d) any Project Landlord; (e) any Third-Party Project Co-Owner; (f) any Secured Lender; (g) any supplier, creditor, regulator (including Ontario's Independent Electric System Operator) or other business partner of the Grasshopper Entities; or (h) any of the foregoing parties' respective representatives or advisors. A Participating Bidder wishing to communicate in any way with any of the foregoing persons in respect of the Opportunity, the Grasshopper Business and Property or a Transaction shall request in writing in advance that the Receiver arrange and facilitate such communication. Where the Receiver consents to allow Participating Bidders access to any of the foregoing persons, the Receiver or its designee(s) shall have the right to participate directly in any such meetings, discussions, or communications, and to be copied on any communications that occur in writing.

Non-Binding LOIs and Qualified LOI Process

20. Any Participating Bidder that wishes to pursue the Opportunity must deliver an LOI in respect of such Opportunity by no later than 5:00 p.m. (Toronto time) on April 30, 2026 (the "**Phase 1 Bid Deadline**") to the Sale Advisor and the Receiver by email at the email addresses specified in Appendix "C" hereto.

21. An LOI will be considered a qualified LOI (a "**Qualified LOI**") only if it meets the following criteria:

    (a) the LOI is submitted by a Participating Bidder and received by the Receiver and the Sale Advisor on or before the Phase 1 Bid Deadline;

    (b) the LOI contains an acknowledgement of receipt of a copy of this Sale Process and an agreement to be bound by the terms of the Sale Process;

    (c) the LOI sets forth the identity of the Participating Bidder, the contact information for such Participating Bidder, and full disclosure of the direct and indirect owners

of the Participating Bidder and their principals, as well as the directors and officers and the intended management team of the Participating Bidder;

(d) the LOI provides a specific indication of the sources of financing for the proposed Transaction and preliminary evidence of the sources and availability of such financing, steps necessary and associated timing to obtain such financing and any related contingencies, as applicable, and such other financial information that will allow the Receiver, in consultation with the Sale Advisor, to make a reasonable business judgment as to the Participating Bidder's ability to consummate the proposed Transaction;

(e) the LOI includes a description of any necessary corporate, government, regulatory and shareholder approvals, consents or conditions to closing the proposed Transaction, and the expected timing and process for satisfying such conditions, together with information sufficient for the Receiver, in consultation with the Sale Advisor, to determine that these conditions are reasonable in relation to the Participating Bidder; and

(f) the LOI identifies or contains the following:

(i) an indication of the structure of the proposed Transaction, including: (A) whether the proposed Transaction is a sale, investment, recapitalization or other restructuring transaction; (B) the specific assets and/or equity interests to be acquired in the proposed Transaction and the names of the Grasshopper Entities that own such assets and/or equity interests; and (C) whether the proposed Transaction relates to all or part of the Grasshopper Business and Property, the C&I Portfolio or the Residential Portfolio;

(ii) the purchase price or investment amount in Canadian dollars;

(iii) a description of the liabilities and obligations of the Grasshopper Entities that the Participating Bidder will assume or that will otherwise be retained by the applicable Grasshopper Entities;

(iv) specific statements concerning the proposed treatment of stakeholders of the Grasshopper Business and Property, including the Secured Lenders, the Project Landlords and the Third-Party Project Co-Owners;

(v) additional due diligence required to be conducted during Phase 2, if any;

(vi) any other terms or conditions of the proposal that the Participating Bidder believes are material to the proposed Transaction;

(vii) anticipated timing of closing of the proposed Transaction; and

(viii) such other information as may be reasonably requested by the Receiver.

22. The Receiver, in consultation with the Sale Advisor and the Secured Lenders, may waive compliance with any one or more of the requirements specified above and deem any such non-compliant LOI to be a Qualified LOI; provided that, for the avoidance of doubt, the completion of any Transaction shall be subject to the approval of the Court.

Assessment of LOIs

23. Within six (6) days following the Phase 1 Bid Deadline, the Receiver, in consultation with the Sale Advisor:

    (a) will review the LOIs to determine whether they are Qualified LOIs that meet the criteria set out in paragraph 21 above;

    (b) will assess the Qualified LOIs to determine whether there is a reasonable prospect of obtaining one or more Qualified Bids, as defined and described below; and

    (c) to the extent required, may request clarification of the terms of Qualified LOIs (or, for the avoidance of doubt, any LOIs to determine if they are Qualified LOIs).

24. If the Receiver, in consultation with the Sale Advisor and the Secured Lenders, determines there is a reasonable prospect of obtaining one or more Qualified Bids, the Sale Process shall continue into Phase 2 in accordance with the Phase 2 procedures set forth below.

25. If the Receiver, in consultation with the Sale Advisor and with the consent of the Secured Lenders, determines that: (a) no Qualified LOI has been received; or (b) there is no reasonable prospect of a Qualified LOI resulting in a Qualified Bid, then the Receiver may give notice of the termination of the Sale Process by email to the Service List and Participating Bidders who submitted LOIs.

PHASE 2
FINAL BIDS

26. If the Sale Process proceeds to Phase 2, the Receiver, in consultation with the Sale Advisor, will prepare a bid process letter for Phase 2 (the "**Bid Process Letter**"), and the Bid Process Letter will be sent to all Participating Bidders who submitted Qualified LOIs and have been selected by the Receiver to participate in Phase 2 ("**Qualified Bidders**").

27. Phase 2 of the Sale Process shall include the opportunity for Qualified Bidders to: (a) conduct additional due diligence; (b) conduct targeted, supervised site visits in respect of the C&I Portfolio, to the extent authorized by the Receiver in its reasonable business judgment; and (c) prepare and submit a Final Bid on or before the Phase 2 Bid Deadline. During Phase 2, the Sale Advisor will post to the Data Room such further due diligence materials and information relating to the Opportunity and the Grasshopper Business and Property as the Receiver, in its reasonable business judgment and in consultation with the Sale Advisor, determines appropriate, subject to paragraph 17 above. Additionally, during Phase 2, the Sale Advisor may post to the Data Room one or more template transaction agreements and/or template Transaction Approval Orders as, and in such form and

substance as, the Receiver, in its reasonable business judgement and in consultation with the Sale Advisor and the Secured Lenders, determines appropriate, subject to paragraph 17.

Final Bids and Qualified Bid Process

28. A Qualified Bidder that wishes to pursue the Opportunity must deliver a final binding written proposal (the "**Final Bid**") by no later than 5:00 p.m. (Toronto time) on June 25, 2026 (the "**Phase 2 Bid Deadline**") to the Sale Advisor and the Receiver by email at the email addresses specified in Appendix "C".

29. A Final Bid will be considered a qualified Final Bid (a "**Qualified Bid**") only if it complies with the following requirements:

(a) it is received by the Phase 2 Bid Deadline;

(b) it includes all of the requirements applicable to Qualified LOIs described above, as well as all requirements set out in the Bid Process Letter;

(c) it includes a duly authorized transaction agreement, together with all completed exhibits and schedules thereto, accompanied by a blackline to the template transaction agreement, if any, provided by the Sale Advisor to Qualified Bidders in accordance with paragraph 27;

(d) it specifies the aggregate purchase price, investment amount or other consideration to be paid by the Qualified Bidder in Canadian dollars, as applicable;

(e) it includes a letter stating that the Qualified Bidder's offer is irrevocable until the earlier of: (i) the approval by the Court of a Successful Bid; and (ii) 30 days following the Phase 2 Bid Deadline or such later date as may be agreed to, provided that if such Qualified Bidder is selected as a Successful Bidder, its offer will remain irrevocable until the closing of the Transaction with such Successful Bidder;

(f) it includes such evidence of the Qualified Bidder's financial capacity (including, if applicable, written evidence of a commitment by a creditworthy bank or financial institution to provide any funding or financing required by the Qualified Bidder) as is necessary to enable the Receiver, in consultation with the Sale Advisor, to make a determination as to financial capability of the Qualified Bidder (and, if applicable, its direct and indirect owners and principals) to consummate the proposed Transaction;

(g) it includes evidence, in form and substance reasonably satisfactory to the Receiver and the Sale Advisor, of authorization and approval from the Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the proposed Transaction contemplated by the Final Bid;

(h) it includes the proposed form of Transaction Approval Order required by the Qualified Bidder to consummate the proposed Transaction, accompanied by a blackline to the template Transaction Approval Order, if any, provided by the Sale Advisor to Qualified Bidders in accordance with paragraph 27;

(i) it is unconditional, other than upon the receipt of the Transaction Approval Order and such other conditions as are specified in the transaction agreement (which shall not include any condition relating to financing or the outcome of due diligence by the Qualified Bidder);

(j) it fully discloses the identity of each entity that is entering into or sponsoring or participating in the proposed Transaction and such disclosure shall include, in the case of an entity formed for the purpose of entering into the proposed Transaction, the identity of each direct or indirect equity holder of such entity;

(k) it includes a statement that the Qualified Bidder will bear its own costs and expenses (including all legal and advisor fees) in connection with the proposed Transaction, and by submitting its Final Bid, is agreeing to refrain from and waive any assertion or request for reimbursement on any basis;

(l) it identifies any governmental, regulatory and other approvals required to consummate the proposed Transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals;

(m) it is accompanied by evidence satisfactory to the Receiver and the Sale Advisor that the Qualified Bidder has the ability to fund a deposit (the "**Deposit**") in the form and in such amount as will be determined by the Receiver, in consultation with the Sale Advisor, and set out in the Bid Process Letter, which Deposit shall be payable within one (1) Business Day of the applicable Qualified Bidder being declared a Selected Qualified Bidder and held in trust pursuant to paragraph 39 hereof;

(n) it includes an acknowledgment and representation that the Qualified Bidder: (i) has not engaged in any collusion with respect to the Sale Process and its bid is a good faith *bona fide* offer and it intends to consummate the proposed Transaction if selected as a Successful Bidder; (ii) had an opportunity to conduct any and all required due diligence prior to making its Final Bid, and has relied solely upon its own independent review, investigation and inspection in making its Final Bid; (iii) is not relying upon any written or oral statements, representations, promises, warranties, conditions, or guaranties whatsoever, whether express or implied (by operation of law or otherwise), made by any person or party, including the Receiver, the Sale Advisor or their respective directors, officers, employees, agents, service providers, advisors, consultants and lawyers or other representatives, regarding the proposed Transaction, the Sale Process, or any information (or the completeness of any information) provided in connection therewith, except as expressly stated in the definitive transaction agreement; (iv) is making its Final Bid on an "as is, where is" basis and without surviving representations or warranties of

any kind, nature, or description by the Grasshopper Entities, the Receiver, the Sale Advisor or any of their respective directors, officers, employees, agents, service providers, advisors, consultants and lawyers or other representatives, except to the extent set forth in the definitive transaction agreement; (v) is bound by this Sale Process and the Sale Process Approval Order; and (vi) is subject to the jurisdiction of the Court with respect to any disputes or other controversies arising under or in connection with the Sale Process, the Final Bid or the proposed Transaction; and

(o) it contains such other information as may be reasonably requested by the Receiver.

30. The Receiver, in consultation with the Sale Advisor and with the consent of the Secured Lenders, may waive compliance with any one or more of the requirements specified above and deem a non-compliant Final Bid to be a Qualified Bid.

Evaluation and Selection of Successful Bid

31. The Receiver, in consultation with the Sale Advisor and the Secured Lenders, will review each Final Bid and, if one or more Qualified Bids is received, the Receiver, exercising its reasonable business judgment and following consultation with the Sale Advisor and with the consent of the Secured Lenders, may:

(a) negotiate with one or more of the Qualified Bidders who submitted a Qualified Bid, including requesting that such Qualified Bidder improve or otherwise modify the terms of its Qualified Bid (and any such improved or modified Qualified Bid shall be deemed a Qualified Bid for all purposes under this Sale Process); and

(b) select one or more Qualified Bids that it considers to be the superior bid(s) in respect of the Grasshopper Business and Property or components thereof (each a "**Selected Qualified Bid**" and each Qualified Bidder who made a Selected Qualified Bid, a "**Selected Qualified Bidder**").

32. In evaluating the Qualified Bids to determine the Selected Qualified Bid(s) (with the consent of the Secured Lenders), the Receiver, in consultation with the Sale Advisor and the Secured Lenders, may consider such evaluation criteria as the Receiver may determine in the exercise of its reasonable business judgment, including, without limitation, the following criteria:

(a) the purchase price, investment amount or other consideration contemplated by the Qualified Bid;

(b) the liabilities and obligations of the Grasshopper Entities to be assumed, retained and/or satisfied under the Qualified Bid;

(c) the conditionality of the Qualified Bid;

(d) the financial capability of the Qualified Bidder and, if applicable, its ability to obtain any required financing for the proposed Transaction;

(e) the timeline to consummation of the Qualified Bid;

(f) the proposed structure of a Transaction and the degree of any execution or closing risk;

(g) the effect of the proposed Transaction on stakeholders of the Grasshopper Entities, including the Secured Lenders, Project Landlords and Third-Party Project Co-Owners;

(h) the terms of the proposed Transaction Approval Order required by the Qualified Bidder, including any terms relating to the Non-Debtor Obligors;

(i) the composition and structure of the Qualified Bids, including any overlap or interdependencies among such Qualified Bids, whether such Qualified Bids together or separately relate to Transactions in respect of all or certain of the Grasshopper Business and Property, and the manner in which the Qualified Bids maximize the overall value of the Grasshopper Business and Property;

(j) the identity, circumstances and ability of the Qualified Bidder to successfully consummate a Transaction in a manner that complies with all requirements of the Sale Process;

(k) the costs to the Receiver associated with the Qualified Bid and its consummation; and

(l) the terms of the proposed definitive transaction agreement, including the exhibits and schedules thereto, relating to the Qualified Bid.

33. The Receiver may, in consultation with the Sale Advisor and the Secured Lenders, decide to conduct an auction (the "**Auction**") in connection with the selection of one or more Selected Qualified Bids. For greater certainty, the Receiver shall not be required to conduct an Auction. If the Receiver determines that an Auction is to be conducted, the Receiver, in consultation with the Sale Advisor and the Secured Lenders, shall develop the process and procedures with respect to the Auction (the "**Auction Procedures**"), including the date, time and location of the Auction (which may be held virtually) and the bidding procedures at the Auction. If an Auction is conducted, the Receiver shall, not less than three (3) Business Day prior to the Auction, provide notice of the Auction and the Auction Procedures to the Qualified Bidders that are invited by the Receiver to participate in the Auction.

34. Once one or more Selected Qualified Bids have been selected, the Receiver and the Sale Advisor, in consultation with the Secured Lenders, shall negotiate and settle the terms of definitive transaction agreement(s) in respect of the Selected Qualified Bid(s), which Selected Qualified Bid(s) will be acceptable to the Secured Lenders and conditional upon Court approval, at which time such Selected Qualified Bid will be a "**Successful Bid**" hereunder and the Selected Qualified Bidder who made such Selected Qualified Bid will be a "**Successful Bidder**" hereunder.

35. If the Receiver, after consultation with the Sale Advisor and the Secured Lenders determines: (a) at any point during Phase 2, that there is no reasonable prospect of obtaining a Final Bid resulting in a Qualified Bid; or (b) that no Qualified Bid has been received at the end of Phase 2, then the Receiver may give notice of the termination of the Sale Process by email to the Service List and Qualified Bidders who submitted Final Bids.

Approval Motion for Successful Bid

36. The Receiver will make a motion to the Court (the "**Approval Motion**") for the granting of the Transaction Approval Order(s) in respect of the Successful Bid(s).

37. The Approval Motion will be held on a date to be scheduled by the Court at the request of the Receiver.

38. All Qualified Bids other than the Successful Bid(s) will be deemed rejected on the date of approval of the Successful Bid(s) by the Court.

Other Terms

Deposits

39. Deposits received in accordance with paragraph 29(m) will be retained by the Receiver and held in a non-interest-bearing account. If there is a Successful Bid, the Deposit paid by the Successful Bidder whose Qualified Bid is approved by the Court will be applied to the purchase price to be paid by the Successful Bidder upon closing of the Successful Bid and will be non-refundable, except as set forth in the definitive transaction agreement governing such Successful Bid. Any Deposits received from Qualified Bidders not ultimately selected as a Successful Bidder will be returned to such Qualified Bidders within ten (10) Business Days of the date upon which a Successful Bid is approved by the Court.

Secured Creditor Participation

40. Any secured creditor of the Grasshopper Entities shall have the right to credit bid its secured debt against the assets secured thereby, including principal, interest and any other secured obligations owing to such secured creditor by the Grasshopper Entities; provided that any such secured creditor shall be required to pay in full in cash on the closing of any transaction any obligations in priority to its secured debt (unless the holder of such priority obligation agrees to accept a lower payment than the total amount of obligations owed to them) and the reasonable fees and expenses of the Receiver necessary to conclude the receivership proceedings.

41. If any secured creditor of the Grasshopper Entities intends to participate as a Potential Bidder in the Sale Process (whether through a credit bid or otherwise), such secured creditor shall be required to comply with all terms and conditions of the Sale Process, in the same manner as would any other Potential Bidder.

42. The Secured Lenders have irrevocably confirmed to the Receiver that they will not be submitting a bid in the Sale Process; provided they reserve the right to submit a bid (including but not limited to a credit bid) if the Sale Process is terminated by the Receiver in accordance herewith. Accordingly, in addition to the consent and consultation rights in favour of the Secured Lenders provided for herein, the Receiver shall, in a timely manner, keep the Secured Lenders apprised of the status and progress of the Sale Process, and the Secured Lenders shall be entitled to receive confidential information in respect of the Sale Process, including copies of all LOIs, Qualified LOIs and Final Bids.

General

43. The Receiver reserves the right: (a) not to accept any Qualified Bid or to otherwise terminate the Sale Process at any time and for any reason; and (b) subject to the terms hereof, to deal with one or more bidders to the exclusion of others.

44. The Sale Process does not, and will not be interpreted to, create any contractual or other legal relationship between any Participating Bidder and the Receiver, the Sale Advisor, the Grasshopper Entities or the Secured Lenders, other than as specifically set forth in a definitive transaction agreement executed by the parties thereto.

45. At any time during the Sale Process the Receiver may, upon reasonable prior notice to the Service List, apply to the Court for advice and directions with respect to the discharge of its powers and duties hereunder or to seek advice and directions with respect to the Sale Process and/or any proposal received pursuant to the Sale Process.

APPENDIX "A"
NON-DEBTOR OBLIGORS

1. 2245073 Ontario Inc.
2. 2246253 Ontario Inc.
3. 2377512 Ontario Inc.
4. 2410581 Ontario Limited
5. 2421907 Ontario Limited
6. 2428760 Ontario Inc.
7. Biidaaske Inc.
8. Celeste Solar LP
9. CEW L3V Solar III Limited Partnership
10. Chi Biidaaske Inc.
11. Cleave Energy Holdings Ltd.
12. Gengrowth Energy LP
13. Grasshopper Solar FIT Projects Inc.
14. GSC Southlake Solar LP
15. GSC SPN 4 Projects LP
16. Howard Avenue Solar Inc.
17. ICM Realty Group Solar 2013 Inc.
18. LDREC SPN LP
19. SPN LP 1
20. SPN LP 3
21. SPN LP 4
22. SPN LP 5
23. SPN LP 10
24. SPN LP 14
25. SPN LP 15
26. Rising Sun Community Power Corp.
27. HSSW Limited Partnership
28. HSSW Property LP
29. GSC FIT 4.2 LP
30. GSC FIT 4.2 GP Inc.
31. GreenLife Solar Projects Inc.
32. GSC GreenLife Projects LP
33. GSC GreenLife Projects GP Inc.
34. 2410089 Ontario Inc.
35. 2416428 Ontario Inc.
36. 2422500 Ontario Inc.
37. Celeste Solar GP Inc.
38. GSC Gengrowth GP Inc.
39. GSC Southlake Solar GP Inc.
40. GSC SPN 4 Projects GP Inc.
41. Marina Del Rey Solar Inc.
42. McLevin Avenue Solar Inc.
43. Solar Power Network 001 Inc.
44. Solar Power Network 003 Inc.

45. Solar Power Network 006 Inc.
46. Solar Power Network 007 Inc.
47. Solar Power Network 009 Inc.
48. FIT Solar GP 1 Inc.
49. HSSW Property GP Inc.

APPENDIX "B"
DEFINED TERMS

(a) "**Approval Motion**" has the meaning attributed to it in paragraph 36;

(b) "**Auction**" has the meaning attributes to it in paragraph 33;

(c) "**Auction Procedures**" has the meaning attributes to it in paragraph 33;

(d) "**Bid Process Letter**" has the meaning attributed to it in paragraph 26;

(e) "**Business Day**" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario;

(f) "**C&I Portfolio**" has the meaning attributed to it in paragraph 2;

(g) "**CIM**" has the meaning attributed to it in paragraph 10(c);

(h) "**Court**" has the meaning attributed to it in the preamble;

(i) "**Credit Agreement**" means the second amended and restated credit agreement dated June 29, 202, as amended or modified from time to time, between Fund I LP and Fund II LP, as borrowers, Deutsche Bank Trust Company Americas, as collateral agent and administrative agent, and the Secured Lenders, as lenders;

(j) "**Data Room**" has the meaning attributed to it in paragraph 10(e);

(k) "**Debtor**" has the meaning attributed to it in the preamble;

(l) "**Deposit**" has the meaning attributed to it in paragraph 29(m);

(m) "**Final Bid**" has the meaning attributed to it in paragraph 28;

(n) "**Fund I LP**" has the meaning attributed to it in the preamble;

(o) "**Fund II LP**" has the meaning attributed to it in the preamble;

(p) "**Grasshopper Business and Property**" has the meaning attributed to it in the preamble;

(q) "**Grasshopper Entities**" has the meaning attributed to in the preamble;

(r) "**LOI**" has the meaning attributed to it in paragraph 14;

(s) "**Milestone**" has the meaning attributed to it in paragraph 5;

(t) "**NDA**" has the meaning attributed to it in paragraph 11;

(u) "**Non-Debtor Obligor**" has the meaning attributed to it in the preamble;

(v) "**Opportunity**" has the meaning attributed to it in paragraph 2;

(w) "**Participating Bidder**" has the meaning attributed to it in paragraph 12;

(x) "**Phase 1**" has the meaning attributed to it in paragraph 13;

(y) "**Phase 1 Bid Deadline"** has the meaning attributed to it in paragraph 20;

(z) "**Phase 2**" has the meaning attributed to it in paragraph 13;

(aa) "**Potential Bidder**" has the meaning attributed to it in paragraph 11;

(bb) "**Project Landlords**" means the landlords of leased real property from which the Grasshopper Entities operate Solar Projects;

(cc) "**Qualified Bid**" has the meaning attributed to it in paragraph 29;

(dd) "**Qualified Bidders**" has the meaning attributed to it in paragraph 26;

(ee) "**Qualified LOI**" has the meaning attributed to it in paragraph 21;

(ff) "**Receivership Order**" has the meaning attributed to it in the preamble;

(gg) "**Receiver's Website**" has the meaning attributed to it in paragraph 8;

(hh) "**Residential Portfolio**" has the meaning attributed to it in paragraph 2;

(ii) "**Sale Advisor**" has the meaning attributed to it in the preamble;

(jj) "**Sale Process**" has the meaning attributed to it in the preamble;

(kk) "**Sale Process Approval Order**" has the meaning attributed to it in the preamble;

(ll) "**Secured Lenders**" means Deutsche Bank AG, Canada Branch and The Bank of Nova Scotia, in their capacities as lenders under the Credit Agreement;

(mm) "**Selected Qualified Bid**" has the meaning attributed to it in paragraph 31(b);

(nn) "**Selected Qualified Bidder**" has the meaning attributed to it in paragraph 31(b);

(oo) "**Solar Project**" means a solar energy generation project owned and operated by a Grasshopper Entity;

(pp) "**Successful Bid**" has the meaning attributed to it in paragraph 33;

(qq) "**Successful Bidder**" has the meaning attributed to it in paragraph 33;

(rr) "**Teaser**" has the meaning attributed to it in paragraph 10(b);

(ss) "**Third-Party Project Co-Owners**" means the persons that directly or indirectly own equity interests in certain of the Non-Debtor Obligors;

(tt) "**Transaction**" has the meaning attributed to it in the preamble; and

(uu) "**Transaction Approval Order**" means an order of the Court approving the Transaction and granting such relief as may be necessary in connection with the consummation of the Transaction.

APPENDIX "C"
ADDRESSES FOR DELIVERY

To the Receiver:

Alvarez & Marsal Canada Inc.,
in its capacity as receiver and manager of the Grasshopper Debtors
Royal Bank Plaza South Tower
200 Bay Street
Suite 2900
Toronto, Ontario M5J 2J1

Attention: Stephen Ferguson, Senior Vice President
Email: sferguson@alvarezandmarsal.com

Attention: Duncan MacRae, Vice President
Email: dmacrae@alvarezandmarsal.com

To the Sale Advisor:

Scotia Capital Inc.
40 Temperance Street
6th Floor
Toronto, ON M5H 1Y4

Attention: Jared Steinfeld, Managing Director & Head, Canadian Power and Utilities
Email: jared.steinfeld@scotiabank.com

Attention: Dariusz Nieciecki, Director, Mergers & Acquisitions
Email: darius.nieciecki@scotiabank.com

Attention: Jamie Rosen, Associate Director, Power & Utilities
Email: jamie.rosen@scotiabank.com

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

DEUTSCHE BANK TRUST COMPANY AMERICAS, et al.	-and-	**GSC SOLAR FUND I LP**, **et al.**	Court File No: CV-25-00752340-00CL
Applicants		Respondents	

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

SALE PROCESS APPROVAL ORDER

GOODMANS LLP
Barristers & Solicitors
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

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Tel: (416) 979-2211
Fax: (416) 979-1234

Lawyers for the Receiver

APPENDIX "E"
SALE PROCESS ENDORSEMENT

[See attached]

ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-25-00752340- 00CL **DATE: FEBRUARY 27, 2026**

NO. ON LIST: 3

TITLE OF PROCEEDING: DEUTSCHE BANK TRUST COMPANY AMERICAS et al v GSC SOLAR FUND I LP et al
BEFORE: JUSTICE CAVANAGH

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Mike Noel	Counsel for the Applicants - Deutsche Bank Trust Company Americas et al	mnoel@torys.com
David Bish		dbish@torys.com

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Stephen Ferguson	Court-Appointed Receiver - Alvarez & Marsal Canada Inc.	sferguson@alvarezandmarsal.com
Bradley Wiffen	Counsel for Receiver - Alvarez & Marsal Canda Inc.	bwiffen@goodmans.ca
Sam Babe	Counsel for HIAH Economic Dev LP	sbabe@blg.com
Fraser Mackinnon Blair	Counsel for Nipissing First Nation	fraser.mackinnon.blair@dentons.com

ENDORSEMENT OF JUSTICE CAVANAGH:

[1] On September 23, 2025 (the "Appointment Date"), upon application by 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"), Alvarez & Marsal Canada Inc. was appointed by an Order (Appointing Receiver) (as amended, the "Receivership Order") of the Ontario Superior Court of Justice (Commercial List) (the "Court"), as receiver and manager (in such capacities, the "Receiver"), without security, of: (a) all of the assets, undertakings and properties of GSC Solar Fund I LP, GSC Solar Fund II LP, GSC Solar Fund I GP Inc ., GSC Solar Fund II GP Inc ., GSC Solar Leasing LP, GSC Solar Leasing II LP, GSC Solar Leasing GP Inc. and GSC Solar Leasing II GP Inc. (collectively, the "Debtors"); and (b) the Residential Redirected Account (collectively, the "Property").

[2] The Grasshopper Entities directly or indirectly own and operate the Solar Projects, which consist of two primary portfolios: (a) a commercial and industrial portfolio consisting of approximately 132 Solar Projects (the "C&I Portfolio"); and (b) a residential portfolio consisting of approximately 3,200 Solar Projects (the "Residential Portfolio").

[3] Grasshopper is comprised of a complex corporate structure of corporations and partnerships that own the Solar Projects. Pursuant to the Receivership Order, the Receiver was appointed in respect of eight Debtor entities. The Debtors hold direct or indirect equity interests in 49 subsidiaries and affiliates that constitute the "Non-Debtor Obligors" for purposes of the Receivership Order. Although the Receiver is not the receiver of the Non-Debtor Obligors, the Receivership Order contains a number of authorizations and protections in relation to the Non-Debtor Obligors (including a stay of proceedings and authorization for the Receiver to make payments on behalf of the Non-Debtor Obligors) to preserve normal course business operations during these proceedings.

[4] Grasshopper's Residential Portfolio is wholly-owned by the Debtors. The C&I Portfolio is owned by the Non-Debtor Obligors, in which the Debtors hold direct or indirect equity interests. Sixteen of the Non-Debtor Obligors have third-party co-owners (the "Third-Party Project Co- Owners") that have majority or minority equity interests in the applicable Non-Debtor Obligors.

[5] Grasshopper obtained financing from the Lenders under a credit agreement dated as of March 19, 2018 (as amended and/or restated, the "Credit Agreement") that matured on June 29, 2025. The Debtors and the Non-Debtor Obligors granted the Agent a security interest in all or substantially all of their assets to secure the repayment of the Credit Agreement indebtedness. The Agent also has a security interest in the equity interests in the Non-Debtor Obligors held by the Third-Party Project Co-Owners.

[6] The proposed Sale Process Approval Order approves the Sale Advisor Agreement and the retention of the Sale Advisor thereunder to assist in the development and implementation of the Sale Process. After evaluating the proposals received, the Receiver, in consultation with the Lenders, selected Scotia Capital as the Sale Advisor to assist in the development and implementation of the Sale Process. Scotia Capital was selected as the Sale Advisor based on several factors, including, its credentials, extensive experience in renewable asset transactions, and competitive fee structure. Under the Sale Advisor Agreement, the Sale Advisor is eligible to be paid a Completion Fee or a Base Fee by the Debtors (subject to the requirements in the Sale Advisor Agreement) and to be reimbursed for all reasonable out-of-pocket expenses.

[7] The proposed Sale Process Approval Order grants the Sale Advisor Charge as security for the payment of any Completion Fee or Base Fee that may become payable to the Sale Advisor under the Sale Advisor Agreement. The proposed Sale Advisor Charge will rank subordinate in priority to: (a) the Receiver's Charge and the Receiver's Borrowing Charge granted under the Receivership Order; and (b) the Encumbrances, if any, prescribed by sections 14.06(7), 81.4(4) and 81.6(2) of the Bankruptcy and Insolvency Act (the "BIA"), and will rank in priority to all other Encumbrances.

[8] The proposed Sale Process authorizes the Receiver and the Sale Advisor to canvass market interest for potential Transactions in respect of the Grasshopper Business and Property in whole or in part, including the C&I Portfolio and the Residential Portfolio. The proposed Sale Process was developed by the Receiver in consultation with the Sale Advisor and the Receiver's legal counsel. The Lenders were also consulted in the development of the Sale Process and support the commencement of the Sale Process in accordance with its terms.

[9] The proposed Sale Process will market the business and assets held by all Grasshopper Entities, including the Debtors and the Non-Debtor Obligors. Although the Receiver is not the receiver of the Non-Debtor Obligors, the Receiver is appointed over the direct and indirect equity interests in the Non-Debtor Obligors owned by the Debtors. In addition, the Non-Debtor Obligors have granted the Agent a security interest in all or substantially all of their respective assets to secure the repayment of the Indebtedness.

[10] The Applicants did not seek a receivership order over the Non-Debtor Obligors at the outset of these proceedings in order to preserve normal course business operations and stakeholder interests. However, the Applicants expressly reserved their rights to seek the appointment of a receiver in respect of some or all of the Non-Debtor Obligors and/or the equity interests in the applicable Non-Debtor Obligors held by the Third-Party Project Co-Owners at a later date if such appointment became necessary or appropriate.

[11] The proposed Sale Process Approval Order authorizes the Receiver to apply to this Court for advice and directions in connection with the Sale Process or the implementation thereof, including to seek to include the Non-Debtor Obligors or other obligors directly within the scope of the receivership if and when the Receiver may consider appropriate in connection with the implementation of the Sale Process or any proposed Transaction(s). The Receiver is not at this time seeking any such relief in connection with the Sale Process Approval Order. The Receiver expects that whether or not any such relief is required will become clear as the Sale Process develops and bidders' views emerge with respect to the structure of potential Transaction(s).

[12] The Receiver brings this motion for a sale process approval order (the "Sale Process Approval Order"), among other things:

a. approving a sale process (the "Sale Process") in respect of the Grasshopper Business and Property (as defined below);

b. authorizing and directing the Receiver and Scotia Capital Inc. ("Scotia Capital"), in its capacity as the Receiver's sale advisor in connection with the Sale Process (in such capacity, the "Sale Advisor"), to do all things reasonably necessary or desirable to give full effect to the Sale Process and to perform their respective obligations thereunder;

c. approving the engagement letter dated February 19, 2026, between the Receiver and the Sale Advisor (the "Sale Advisor Agreement"), and the retention of the Sale Advisor under the terms thereof, *nunc pro tunc*, and authorizing and directing the Receiver to make the payments contemplated thereunder when earned and payable in accordance with the terms and conditions of the Sale Advisor Agreement;

d. granting a charge on the Property in favour of the Sale Advisor (the "Sale Advisor Charge") as security for the payment of any Completion Fee or Base Fee (each as defined in the Sale Advisor Agreement) that may become payable to the Sale Advisor under the Sale Advisor Agreement; and

e. sealing the Confidential Appendix to the First Report, which contains an unredacted version of the Sale Advisor Agreement (the "Confidential Appendix").

Should the Sale Process be Approved?

[13] Section 243(1) of the BIA provides the Court with broad discretion to grant powers to a receiver, including the authority to take possession and control over the business and property and to take any other action that the court considers advisable.

[14] Although the decision to approve a sale process is distinct from the approval of a resulting sale transaction, courts have held that the reasonableness and adequacy of any sale process proposed by a court-appointed receiver is to be assessed in light of the factors (the *Soundair* factors) that a court will take into account when considering the approval of a proposed sale. In addition to the above *Soundair* factors, the Court must also assess: (a) the fairness, transparency and integrity of the proposed process; (b) the commercial efficacy of the proposed process in light of the specific circumstances facing the receiver; and (c) whether the sale process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale. See *Ontario Securities Commission v. Bridging Finance Inc.*, 2021 ONSC 5338 at paras. 7-8.

[15] I have considered the relevant factors and I am satisfied that the proposed Sale Process is reasonable and appropriate in the circumstances and will maximize the likelihood of obtaining the best available transaction(s) in respect of the Grasshopper Business and Property.

Should the Sale Advisor Agreement and the Sale Advisor Charge be Approved?

[16] The Court's jurisdiction to approve the Sale Advisor Agreement is confirmed in the Receivership Order, which directs that the Receiver is empowered to engage advisors to assist with the exercise of the Receiver's powers and mandate. In addition, the broad discretion contained in section 243(1)(c) of the BIA provides the statutory basis for the Court to approve the Receiver's engagement of the Sale Advisor and, by extension, the related Sale Advisor Charge.

[17] I am satisfied that the Sale Advisory Agreement and the Sale Advisory Charge should be approved. I accept the submissions at paras. 33-36 of the Receiver’s factum. I am satisfied that the fact that the Sale Advisor is wholly owned by The Bank of Nova Scotia, a Lender under the Credit Agreement, is being addressed properly, as described in para. 37 of the Receiver’s factum. The Lenders support this engagement.

Should information in the Confidential Appendix be sealed?

[18] The proposed Sale Process Approval Order provides for the sealing of the Confidential Appendix, which contains an unredacted version of the Sale Advisor Agreement, pending the closing of a Transaction entered into pursuant to the Sale Process.

[19] The Sale Advisor Agreement attached to the First Report on a public basis contains a redaction of the quantum of the Fixed Percentage. Under the Sale Advisor Agreement, the Fixed Percentage is multiplied by Transaction Value to determine the quantum of the Completion Fee. Importantly, the unredacted version of the Sale Advisor Agreement and the First Report disclose that the minimum Completion Fee is $1,500,000, which, if divided by the Fixed Percentage, provides a Transaction Value that potential bidders may view as a threshold. The effect of the proposed sealing order is to maintain the confidentiality of the Fixed Percentage until the completion of the Sale Process.

[20] The Receiver and the Sale Advisor believe that disclosure of the Fixed Percentage could cause bidders to form a view with respect to the potential value range of Transactions, which would harm the competitive tension and effectiveness of the Sale Process. I am satisfied that The Sale Process is more likely to maximize value where bidders form their expectations as to value based on their due diligence and review of the Grasshopper Business and Property, rather than anchoring on an advisor compensation metric established at the outset of the Sale Process. The temporary sealing of the Confidential Appendix is necessary to preserve the integrity of the Sale

Process and maximize recoveries of the Grasshopper Business and Property for the benefit of the Debtors' stakeholders.

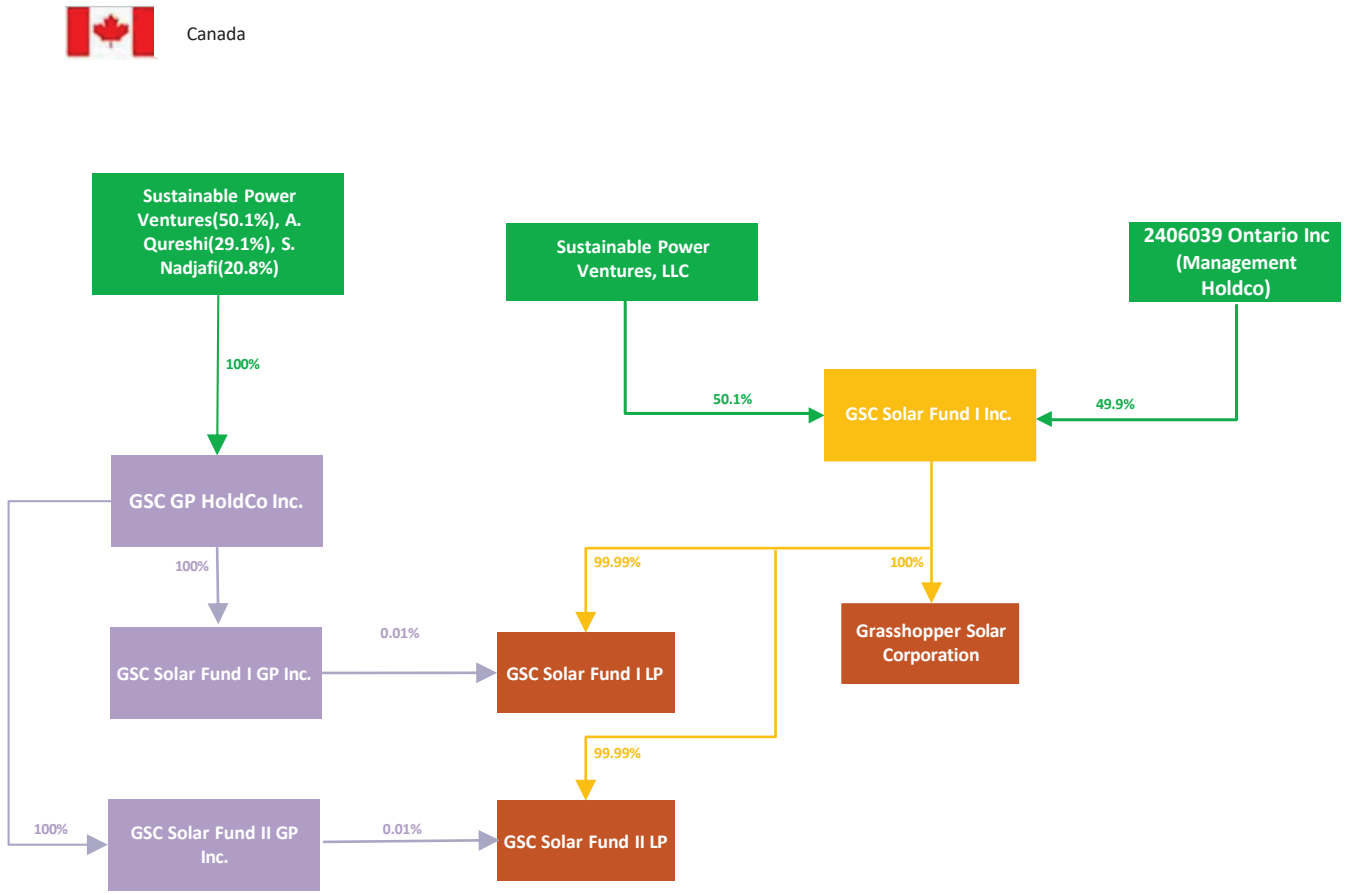
[21] I am satisfied that the *Sherman Estate* test is met in respect of the proposed limited sealing order.

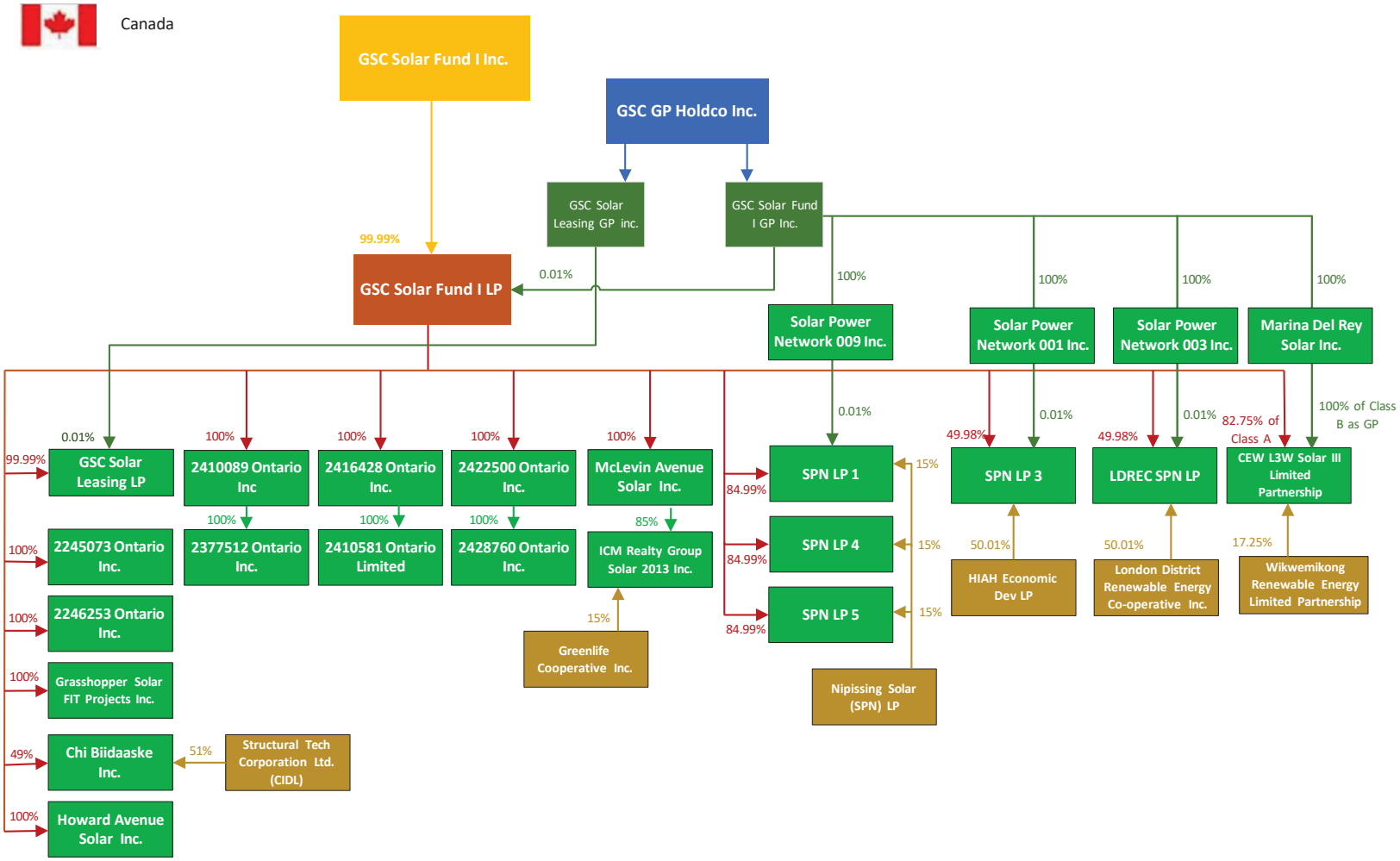
[22] Order to issue as signed by me today. This order is effective from today's date and is enforceable without the need for entry and filing.

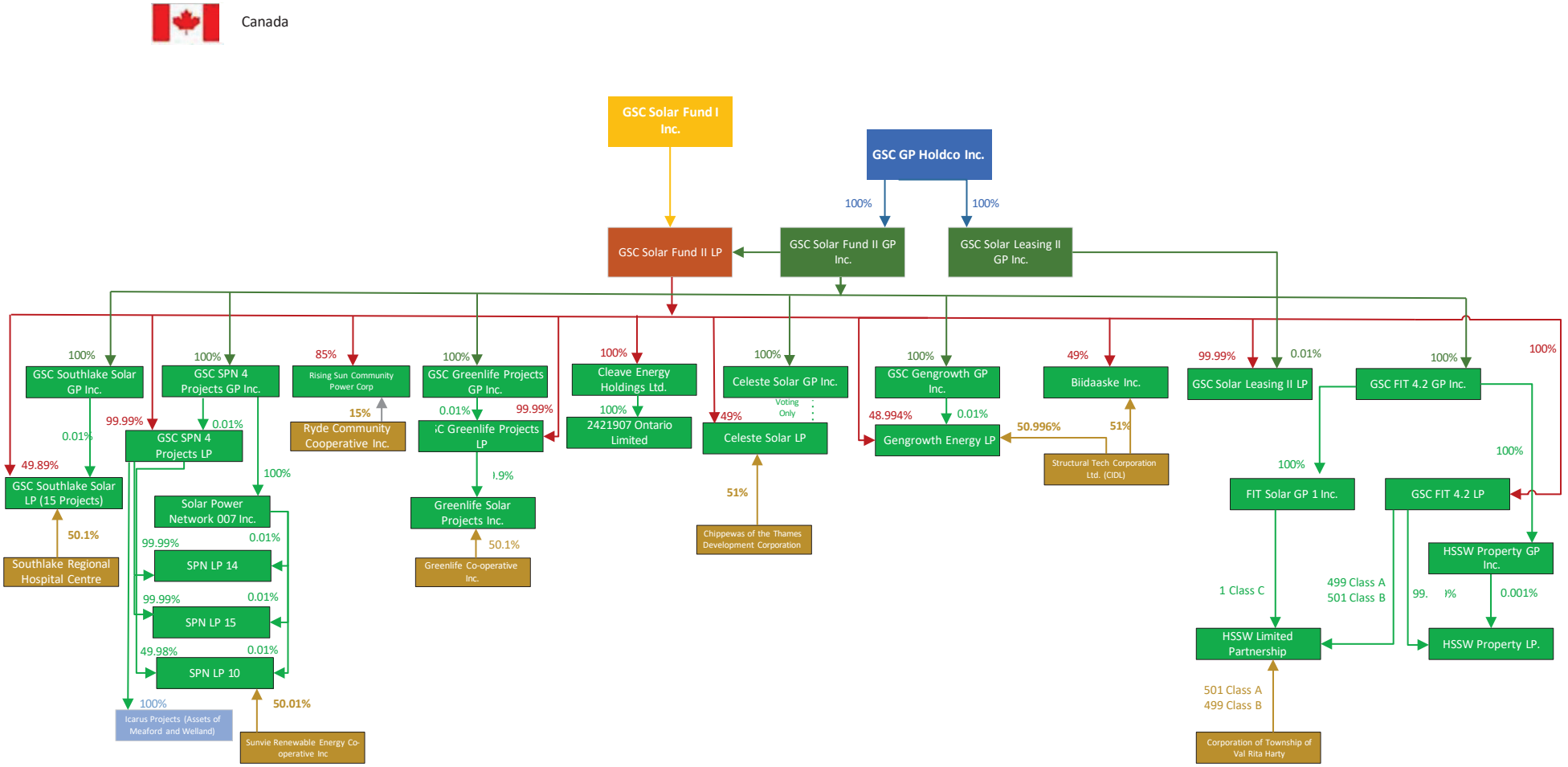


APPENDIX "F"
CORPORATE CHART

[See attached]


Canada
Sustainable Power Ventures(50.1%), A. Qureshi(29.1%), S. Nadjafi(20.8%)
Sustainable Power Ventures, LLC
2406039 Ontario Inc (Management Holdco)
100%
50.1%
49.9%
GSC Solar Fund I Inc.
GSC GP HoldCo Inc.
100%
99.99%
100%
0.01%
GSC Solar Fund I GP Inc.
GSC Solar Fund I LP
Grasshopper Solar Corporation
99.99%
100%
0.01%
GSC Solar Fund II GP Inc.
GSC Solar Fund II LP


Canada
GSC Solar Fund I Inc.
GSC GP Holdco Inc.
GSC Solar Leasing GP inc.
GSC Solar Fund I GP Inc.
99.99%
GSC Solar Fund I LP
0.01%
100%
Solar Power Network 009 Inc.
Solar Power Network 001 Inc.
Solar Power Network 003 Inc.
Marina Del Rey Solar Inc.
0.01%
99.99%
GSC Solar Leasing LP
100%
2410089 Ontario Inc
2416428 Ontario Inc.
2422500 Ontario Inc.
McLevin Avenue Solar Inc.
100%
2245073 Ontario Inc.
2377512 Ontario Inc.
2410581 Ontario Limited
2428760 Ontario Inc.
85%
ICM Realty Group Solar 2013 Inc.
15%
Greenlife Cooperative Inc.
100%
2246253 Ontario Inc.
100%
Grasshopper Solar FIT Projects Inc.
49%
Chi Biidaaske Inc.
51%
Structural Tech Corporation Ltd. (CIDL)
100%
Howard Avenue Solar Inc.
84.99%
SPN LP 1
SPN LP 4
SPN LP 5
15%
Nipissing Solar (SPN) LP
49.98%
SPN LP 3
HIAH Economic Dev LP
50.01%
LDREC SPN LP
London District Renewable Energy Co-operative Inc.
82.75% of Class A
CEW L3W Solar III Limited Partnership
Wikwemikong Renewable Energy Limited Partnership
17.25%
100% of Class B as GP


Canada
GSC Solar Fund I Inc.
GSC GP Holdco Inc.
100%
100%
GSC Solar Fund II LP
GSC Solar Fund II GP Inc.
GSC Solar Leasing II GP Inc.
100%
GSC Southlake Solar GP Inc.
100%
GSC SPN 4 Projects GP Inc.
85%
Rising Sun Community Power Corp
100%
GSC Greenlife Projects GP Inc.
100%
Cleave Energy Holdings Ltd.
100%
GSC Celeste Solar GP Inc.
Voting Only
100%
GSC Gengrowth GP Inc.
49%
Biidaaske Inc.
99.99%
0.01%
GSC Solar Leasing II LP
100%
GSC FIT 4.2 GP Inc.
100%
0.01%
99.99%
GSC SPN 4 Projects LP
0.01%
15%
Ryde Community Cooperative Inc.
0.01%
99.99%
iC Greenlife Projects LP
100%
2421907 Ontario Limited
49%
Celeste Solar LP
48.994%
0.01%
Gengrowth Energy LP
50.996%
51%
Structural Tech Corporation Ltd. (CIDL)
49.89%
GSC Southlake Solar LP (15 Projects)
100%
Solar Power Network 007 Inc.
I.9%
Greenlife Solar Projects Inc.
51%
Chippewas of the Thames Development Corporation
100%
FIT Solar GP 1 Inc.
100%
GSC FIT 4.2 LP
50.1%
Southlake Regional Hospital Centre
99.99%
0.01%
SPN LP 14
50.1%
Greenlife Co-operative Inc.
1 Class C
499 Class A
501 Class B
99.)%
0.001%
HSSW Property GP Inc.
99.99%
0.01%
SPN LP 15
HSSW Limited Partnership
HSSW Property LP.
49.98%
0.01%
SPN LP 10
50.01%
100%
Icarus Projects (Assets of Meaford and Welland)
Sunvie Renewable Energy Co-operative Inc
501 Class A
499 Class B
Corporation of Township of Val Rita Harty

APPENDIX "G"

Original Debtors

1. GSC Solar Fund I LP
2. GSC Solar Fund II LP
3. GSC Solar Fund I GP Inc.
4. GSC Solar Fund II GP Inc.
5. GSC Solar Leasing LP
6. GSC Solar Leasing II LP
7. GSC Solar Leasing GP Inc.
8. GSC Solar Leasing II GP Inc.

Non-Debtor Obligors

1. 2245073 Ontario Inc.
2. 2246253 Ontario Inc.
3. 2377512 Ontario Inc.
4. 2410581 Ontario Limited
5. 2421907 Ontario Limited
6. 2428760 Ontario Inc.
7. Biidaaske Inc.
8. Celeste Solar LP
9. CEW L3V Solar III Limited Partnership
10. Chi Biidaaske Inc.
11. Cleave Energy Holdings Ltd.
12. Gengrowth Energy LP
13. Grasshopper Solar FIT Projects Inc.
14. GSC Southlake Solar LP
15. GSC SPN 4 Projects LP
16. Howard Avenue Solar Inc.
17. ICM Realty Group Solar 2013 Inc.
18. LDREC SPN LP
19. SPN LP 1
20. SPN LP 3
21. SPN LP 4

22. SPN LP 5
23. SPN LP 10
24. SPN LP 14
25. SPN LP 15
26. Rising Sun Community Power Corp.
27. HSSW Limited Partnership
28. HSSW Property LP
29. GSC FIT 4.2 LP
30. GSC FIT 4.2 GP Inc.
31. GreenLife Solar Projects Inc.
32. GSC GreenLife Projects LP
33. GSC GreenLife Projects GP Inc.
34. 2410089 Ontario Inc.
35. 2416428 Ontario Inc.
36. 2422500 Ontario Inc.
37. Celeste Solar GP Inc.
38. GSC Gengrowth GP Inc.
39. GSC Southlake Solar GP Inc.
40. GSC SPN 4 Projects GP Inc.
41. Marina Del Rey Solar Inc.
42. McLevin Avenue Solar Inc.
43. Solar Power Network 001 Inc.
44. Solar Power Network 003 Inc.
45. Solar Power Network 006 Inc.
46. Solar Power Network 007 Inc.
47. Solar Power Network 009 Inc.
48. FIT Solar GP 1 Inc.
49. HSSW Property GP Inc.

Non-Debtor Service Providers

1. Grasshopper Solar Corporation
2. Grasshopper Solar Asset Management Inc.

Third-Party Project Co-Owners

1. London District Renewable Energy Co-operative Inc.
2. Greenlife Co-operative Inc.
3. Sunvie Renewable Energy Co-operative Inc.
4. Ryde Community Co-operative Inc.
5. Corporation of the Township of Val Rita-Harty
6. Southlake Regional Health Centre
7. Wikwemikong Renewable Energy Limited Partnership
8. Structural Tech Corporation Ltd.
9. HIAH Economic Dev LP
10. Nipissing Solar (SPN) LP
11. Chippewas of the Thames Development Corporation

APPENDIX "H"
C&I ASSET PURCHASE AGREEMENT (REDACTED)

[See attached]

ASSET PURCHASE AGREEMENT
(C&I PORTFOLIO)

BETWEEN

ALVAREZ & MARSAL CANADA INC., solely in its capacity as court-appointed receiver and manager of all of the assets, undertakings and properties of the Debtors, and not in its personal or corporate capacity

as Receiver

- and -

ST. REGIS SOLAR POWER CORPORATION

as Buyer

July 24, 2026

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ASSET PURCHASE AGREEMENT (C&I PORTFOLIO)

THIS AGREEMENT is made as of July 24, 2026.

BETWEEN:

ALVAREZ & MARSAL CANADA INC., solely in its capacity as court-appointed receiver and manager of all of the assets, undertakings and properties of the Debtors, and not in its personal or corporate capacity (in such capacity, the "**Receiver**")

- and -

ST. REGIS SOLAR POWER CORPORATION, a corporation incorporated under the laws of Ontario (the "**Buyer**")

RECITALS:

A. On September 23, 2025, upon application by the Agent and the Lenders under section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and section 101 of the *Courts of Justice Act* (Ontario) (the "**Receivership Proceedings**"), Alvarez & Marsal Canada Inc. was appointed as receiver and manager of all of the assets, undertakings and properties of the Initial Debtors pursuant to an Order (Appointing Receiver) (as amended on October 14, 2025 and as it may be further amended from time to time, the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

B. On February 27, 2026, the Court granted an Order (the "**Sale Process Approval Order**"), among other things, authorizing the Receiver to undertake a sale process (the "**Sale Process**") to solicit proposals for one or more sale, investment, recapitalization, refinancing, restructuring or other transactions in respect of the Grasshopper Business and Property (as defined in the Sale Process), and authorizing and directing the Receiver and Scotia Capital Inc. to implement the Sale Process pursuant to its terms.

C. Pursuant to the Sale Process Approval Order and subject to the issuance of the Additional Debtors Order and the Approval and Vesting Order by the Court, the Receiver, on behalf of the Sellers, has agreed to sell, convey, assign, transfer and deliver to the Buyer, and the Buyer has agreed to purchase, the Purchased Assets, on the terms and subject to the conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement,

(a) "**Actions**" means, with respect to any Person, all Claims, causes of action, rights of recovery, rights of set-off and rights of recoupment of such Person, and its interest in any litigation and in the proceeds of any judgment, order or decree issued or made in respect thereof;

(b) "**Additional Contracts**" has the meaning given to such term in Section 2.1(g);

(c) "**Additional Debtors**" means the Sellers that become Debtors under the Receivership Order following the date of this Agreement pursuant to the Additional Debtors Order;

(d) "**Additional Debtors Order**" means an order of the Court appointing the Receiver as the receiver and manager of all of the assets, undertakings and properties of each Seller that is not an Initial Debtor, which Additional Debtors Order shall be in form and substance acceptable to the Parties, acting reasonably. For greater certainty, the Additional Debtors Order may be in the form of an amendment to the Receivership Order;

(e) "**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and "control" and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person ("**A**") controls another Person ("**B**") where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose;

(f) "**Agent**" means Deutsche Bank Trust Company Americas, in its capacity as collateral agent and administrative agent under the Credit Agreement;

(g) "**Agreement**" means this Asset Purchase Agreement and all attached Exhibits and Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions referred to in this Agreement and all attached Schedules and unless otherwise indicated, references to Articles, Sections and Schedules are to Articles, Sections and Schedules in this Agreement;

(h) "**Applicable Law**" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Transaction, the Sellers, the Receiver, the Buyer, the Purchased Assets or the Assumed Liabilities;

(i) "**Approval and Vesting Order**" means an approval and vesting order of the Court, among other things, approving this Agreement and vesting in and to the Buyer or its designee(s) all right, title and interest in and to the Purchased Assets, free and clear of and from any and all Encumbrances, to the extent and as provided for in such approval and vesting order, in form and substance acceptable to the Parties, acting reasonably;

(j) "**Assignment Order**" means an order or orders of the Court authorizing and approving the assignment of any Consent Required Contract to the Buyer for which a Counterparty Consent has not been obtained by the Consent Deadline, in form and substance acceptable to the Parties, acting reasonably;

(k) "**Assumed Legacy Co-Owner Agreements**" means any Legacy Co-Owner Agreements that the Buyer determines, in its sole discretion, are to be assumed (including in any amended or modified form) in connection with the Transaction following the date of this Agreement, which the Buyer shall notify the Receiver of in writing not less than two (2) Business Days prior to Closing;

(l) "**Assumed Liabilities**" has the meaning given to such term in Section 2.3. Assumed Liabilities do not include Cure Costs, which shall be satisfied in accordance with Section 2.6(c);

(m) "**BIA**" has the meaning given to such term in Recital A;

(n) "**Business Day**" means any day except Saturday, Sunday or any day on which the principal commercial banks are generally not open for business during normal banking hours in the City of Toronto;

(o) "**Buyer**" has the meaning given to such term in the preamble to this Agreement;

(p) "**Cash Purchase Price**" has the meaning given to such term in Section 3.1(a);

(q) "**Claims**" means all debts, obligations, expenses, costs, damages, losses, actions, liabilities, Encumbrances, accounts payable, indebtedness, rights, entitlements and claims of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise);

(r) "**Closing**" means the completion of the Transaction at the Closing Time;

(s) "**Closing Date**" means the date upon which all of the conditions to Closing have been satisfied or waived in accordance with the terms of this Agreement;

(t) "**Closing Documents**" means all contracts, agreements, acknowledgments, documents and instruments required by this Agreement to be delivered at or before the Closing;

(u) "**Closing Time**" means the time set forth on the Receiver's Certificate or such other time on the Closing Date as the Parties may agree to in writing that the Closing Time shall take place, acting reasonably;

(v) "**Connection Agreements**" means, with respect to each Purchased Project, each Contract between the applicable Seller and the local distribution company, utility company or other off-take provider relating to such Purchased Project;

(w) "**Consent Deadline**" means ten (10) Business Days prior to the date on which the Receiver intends to seek the Court Orders, or such later date as the Parties may agree to in writing;

(x) "**Consent Required Contract**" means any Transferred Contract which is not assignable in whole or in part without obtaining a Counterparty Consent;

(y) "**Contract**" means any contract, agreement, lease, sublease, license, sublicense, sale order, purchase order, instrument, or other commitment, whether written or oral, that is binding on any Person or any part of its property under Applicable Law;

(z) "**Counterparty Consent**" means any approval, authorization, waiver or consent of any Person (other than a Seller) that is necessary, pursuant to the terms of a Consent Required Contract, to transfer and assign the Seller's right, title or interest in and to such Consent Required Contract to the Buyer;

(aa) "**Court**" has the meaning given to such term in Recital A;

(bb) "**Court Orders**" has the meaning given to such term in Section 8.1(a);

(cc) "**Credit Agreement**" means the second amended and restated credit agreement dated June 29, 2023, between, among others, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the Agent and the Lenders, as amended, restated or modified from time to time;

(dd) "**Cure Costs**" means, in respect of any Transferred Contract, the amount, if any, to be paid to:

(i) cure monetary defaults existing as of Closing under such Transferred Contract, other than defaults arising solely by reason of the insolvency of any Seller, the commencement of the Receivership Proceedings or the appointment of the Receiver, or any failure to perform a non-monetary obligation; or

(ii) obtain a Counterparty Consent or Assignment Order required to assign such Transferred Contract to the Buyer in accordance with this Agreement,

in each case only to the extent such amounts are required by the terms of such Transferred Contract, the Assignment Order (if applicable), the Approval and Vesting Order or Applicable Law;

(ee) "**Cure Costs Cap**" means $[redacted];

(ff) "**Debtors**" means, at any particular time, the Persons that are Debtors under the Receivership Order at such time, including the Initial Debtors as of the date of this Agreement and any Additional Debtors that become Debtors following the date of this Agreement pursuant to the Additional Debtors Order;

(gg) "**Deposit**" has the meaning given to such term in Section 3.2(a);

(hh) "**Encumbrance**" means any lien, mortgage, charge (including any charge granted by the Court in the Receivership Proceedings), hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, right of first refusal, encumbrance, claim, trust, deemed or statutory trust, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property, or adverse claim of any nature or kind and shall include all "Encumbrances" as such term is defined in the Approval and Vesting Order;

(ii) "**Environmental Law**" means any Applicable Law concerning pollution or protection of the environment, including all those relating to the use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or clean-up of any hazardous material, toxic substance, pollutant or hazardous waste defined or regulated as such under any Applicable Law;

(jj) "**Estimated Purchase Price**" has the meaning given to such term in Section 3.2(b);

(kk) "**ETA**" means Part IX of the *Excise Tax Act* (Canada);

(ll) "**Excluded Actions**" means any existing or future Action of the Debtors (including the Sellers) or the Receiver: (i) relating exclusively to an Excluded Asset or Excluded Liability; (ii) against or in respect of Grasshopper Solar Corporation, Grasshopper Solar Asset Management Inc., or any shareholder, director, officer, principal, employee, representative or advisor of Grasshopper Solar Corporation or Grasshopper Solar Asset Management Inc.; or (iii) commenced against any of the Debtors;

(mm) "**Excluded Assets**" has the meaning given to such term in Section 2.2;

(nn) "**Excluded Liabilities**" has the meaning given to such term in Section 2.4;

(oo) "**Excluded Receipts**" has the meaning given to such term in Section 2.2(c);

(pp) "**FAAN**" means FAAN Advisors Group Inc.;

(qq) "**FAAN Agreement**" means the Services Agreement dated September 29, 2025, between FAAN and the Receiver;

(rr) "**FIT Contract**" means, with respect to each Purchased Project, the feed-in-tariff contract between IESO, as sponsor, and the applicable Seller, as supplier, with respect to such Purchased Project, which FIT Contract is identified by its particular contract identification number set forth on Schedule "B" to this Agreement;

(ss) "**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, court, judicial body, arbitral body or other law, rule or regulation-making entity:

(i) having jurisdiction over the Receiver, the Sellers, the Buyer, the Purchased Assets or the Assumed Liabilities on behalf of any country, province, state, region, municipality, township, locality or other geographical or political subdivision thereof; or

(ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power;

(tt) "**GST/HST**" means all goods and services tax and harmonized sales tax imposed under the ETA (including, for greater certainty, any provincial component of such harmonized sales tax), and any other similar statute enacted by the provinces or territories of Canada;

(uu) "**ICA**" means the *Investment Canada Act* (Canada) and the regulations promulgated thereunder;

(vv) "**IESO**" means Ontario's Independent Electricity System Operator;

(ww) "**including**" and "**includes**" shall be interpreted on an inclusive basis and shall be deemed to be followed by the words "**without limitation**";

(xx) "**Initial Debtors**" means the Debtors under the Receivership Order as of the date of this Agreement, being 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.;

(yy) "**Insurance Policies**" means all contracts of insurance, insurance policies and insurance plans of the Receiver, the Debtors, the Sellers or any of their respective Affiliates, including property, commercial general liability insurance, recall insurance, umbrella insurance, directors' and officers' insurance, fiduciary liability insurance, employment practices liability insurance and group term life insurance,

and including any tail or run-off insurance policies in respect of any of the foregoing, and including any and all rights to make Claims thereunder;

(zz) "**Interim Period**" means the period commencing on July 1, 2026 and ending at 11:59 p.m. on the day immediately preceding the Closing Date;

(aaa) "**Interim Period Adjustment Amount**" means the amount by which Interim Period Receipts exceed Interim Period Operating Expenses, if positive, or by which Interim Period Operating Expenses exceed Interim Period Receipts, if negative;

(bbb) "**Interim Period Adjustment Statement**" means a written statement prepared by the Receiver substantially in the form set forth in Schedule "D" to this Agreement;

(ccc) "**Interim Period Loss**" means the amount of which Interim Period Operating Expenses exceed Interim Period Receipts;

(ddd) "**Interim Period Operating Expenses**" means all amounts actually disbursed by the Receiver or the Sellers during the Interim Period in respect of the ordinary-course operating costs and expenses arising from or relating to the ownership, operation or use of the Purchased Projects during the Interim Period, including ordinary-course payments in respect of service providers (including the Spark and FAAN Interim Period Fees and fees and expenses in respect of corrective maintenance), utilities, Landlords (including the full amount of all lease payments made to Landlords during the Interim Period pursuant to the Property Leases) and other counterparties under the Transferred Contracts, but excluding Cure Costs, transaction fees and expenses, restructuring costs, fees and expenses incurred in connection with the Receivership Proceedings or the Transaction, and any other non-ordinary-course costs or expenses;

(eee) "**Interim Period Profit**" means the amount by which Interim Period Receipts exceed Interim Period Operating Expenses;

(fff) "**Interim Period Receipts**" means all revenues, payments, proceeds, collections and other receipts actually received by the Receiver or the Sellers during the Interim Period arising from or relating to the ownership, operation or use of the Purchased Projects during the Interim Period (net of GST/HST or other Taxes paid or remitted pursuant to Applicable Law), including receipts under the FIT Contracts and Connection Agreements, but excluding Excluded Receipts, insurance proceeds not arising in the ordinary course, Tax refunds and any other non-ordinary-course receipts;

(ggg) "**Landlord**" means, with respect to each Property Lease, the Person that is the landlord or lessor under such Property Lease;

(hhh) "**Legacy Co-Owner Agreements**" means all shareholder agreements, limited partnership agreements, partnership agreements, co-ownership agreements, joint venture agreements and other governance, economic, participation, profit-sharing, distribution, buy-sell, indemnity or similar agreements or arrangements, in each

case entered into prior to Closing, among or affecting any Seller and any Third-Party Project Co-Owner or any Affiliate thereof, including all amendments, side letters, joinders and ancillary agreements thereto;

(iii) "**Lenders**" means Deutsche Bank AG, Canada Branch and The Bank of Nova Scotia, in their capacities as lenders under the Credit Agreement;

(jjj) "**Non-Disclosure Agreement**" means the non-disclosure agreement between the Receiver and the Buyer (or its Affiliate) dated March 13, 2026;

(kkk) "**Operating Receipts**" means all revenues, payments, proceeds, collections or other receipts arising from the operation of the Purchased Projects;

(lll) "**Outside Date**" means September 30, 2026, as such date may be extended pursuant to Section 3.2(b) (if applicable), or such later date as the Parties may agree to in writing;

(mmm) "**Participation Project**" means any Purchased Project that constitutes a "Participation Project" as defined in, and pursuant to the terms of, the FIT Contract applicable to such Purchased Project;

(nnn) "**Parties**" means the Receiver and the Buyer collectively, and "**Party**" means either the Receiver or the Buyer, as applicable;

(ooo) "**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

(ppp) "**Project Agreements**" means, with respect to each Purchased Project, the applicable FIT Contract, Property Lease and Connection Agreements;

(qqq) "**Project Agreements Threshold**" means Project Agreements in respect of: (i) more than [redacted] Purchased Projects; or (ii) Purchased Projects having an aggregate value of more than $[redacted] based on the values set forth in the Purchase Price Allocation;

(rrr) "**Property Lease**" means, with respect to each Purchased Project, the real property lease between the Landlord, as landlord, and the applicable Seller, as tenant, with respect to the real property on which such Purchased Project is situated;

(sss) "**Purchase Price**" has the meaning given to such term in Section 3.1;

(ttt) "**Purchase Price Allocation**" means the Purchase Price allocation delivered by the Buyer and accepted by the Receiver concurrently with the execution of Agreement;

(uuu) "**Purchased Actions**" has the meaning given to such term in Section 2.1(a)

(vvv) "**Purchased Assets**" has the meaning given to such term in Section 2.1;

(www) "**Purchased Equipment**" has the meaning given to such term in Section 2.1(b);

(xxx) "**Purchased Projects**" means the solar electricity generation projects listed on Schedule "B" to this Agreement, and "Purchased Project" means any of them;

(yyy) "**Purchased Project Site**" means, with respect to each Purchased Project, the real property site at which such Purchased Project is situated;

(zzz) "**Receiver**" has the meaning given to such term in the preamble to this Agreement;

(aaaa) "**Receiver's Certificate**" means the certificate, substantially in the form attached to the Approval and Vesting Order, to be delivered by the Receiver to evidence the Closing of the Transaction;

(bbbb) "**Receivership Order**" has the meaning given to such term in Recital A;

(cccc) "**Receivership Proceedings**" has the meaning given to such term in Recital A;

(dddd) "**Reconciliation Period**" means the period commencing on the Closing Date and ending on the date that is 120 days following the Closing Date;

(eeee) "**Residential Portfolio**" means the portfolio of residential solar electricity generation projects owned and operated by certain of the Debtors;

(ffff) "**Residential Portfolio Transaction**" has the meaning given to such term in Section 6.1(d);

(gggg) "**Residential Portfolio Transaction Agreement**" has the meaning given to such term in Section 6.1(d);

(hhhh) "**Sale Process**" has the meaning given to such term in Recital B;

(iiii) "**Sale Process Approval Order**" has the meaning given to such term in Recital B;

(jjjj) "**Sanctions**" has the meaning given to such term in Section 5.12;

(kkkk) "**Sellers**" means the Persons listed on Schedule "A" to this Agreement, and "**Seller**" means any of them;

(llll) "**Seller Released Parties**" has the meaning given to such term in Section 7.12;

(mmmm) "**Solar Equipment**" means all solar photovoltaic panels, electrical cables, transformers, inverters, meters, monitoring systems, batteries, energy storage systems, brackets, mounting structures, racking systems, support structures, ballasts, grounding equipment, and all other materials, machinery, apparatus, components, parts, accessories, and ancillary equipment, used or intended to be

used in connection with the generation, conversion, transmission, storage, or monitoring of solar energy;

(nnnn) "**Spark**" means Spark Power Renewables Canada Inc.;

(oooo) "**Spark and FAAN Interim Period Fees**" has the meaning given to such term in Section 7.7(c);

(pppp) "**Spark C&I Agreement**" means the Operation and Maintenance Agreement (C&I Portfolio) dated September 29, 2025, between Spark and the Receiver;

(qqqq) "**Tax**" and "**Taxes**" means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of a similar nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST/HST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority including any installment payments, interest, penalties, fines or other additions associated therewith, whether or not disputed;

(rrrr) "**Tax Act**" means the *Income Tax Act* (Canada), and any other similar statute enacted by the provinces or territories of Canada;

(ssss) "**Tax Certificate and Indemnity**" has the meaning given to such term in Section 7.6(e);

(tttt) "**Tax Returns**" means all returns, information returns, reports, elections, agreements, declarations, or other documents of any nature or kind required to be filed with any applicable Governmental Authority in respect of Taxes;

(uuuu) "**Taxing Authority**" means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection, or other imposition of any Tax;

(vvvv) "**Third-Party Project Co-Owner**" means, in respect of any Seller, any Person (other than an Affiliate of such Seller) who holds an equity interest (including any shareholdings or partnership interest) in such Seller;

(wwww) "**Transaction**" means, collectively, the sale and purchase of the Purchased Assets pursuant to this Agreement and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the

Purchased Assets, including the assumption of the Assumed Liabilities by the Buyer;

(xxxx) "**Transfer Taxes**" has the meaning given to such term in Section 7.6(c); and

(yyyy) "**Transferred Contracts**" means, collectively, the Project Agreements and the Additional Contracts.

1.2 Schedules and Exhibits

The schedules and exhibits to this Agreement are an integral part of this Agreement.

Schedule	**Description**
Schedule A	Sellers
Schedule B	Purchased Projects
Schedule C	List of Additional Contracts
Schedule D	Form of Interim Period Adjustment Statement

1.3 Statutes

Unless specified otherwise, reference in this Agreement to a statute or regulations refers to that statute or those regulations, as the case may be, as may be amended, or to any restated or successor legislation of comparable effect.

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 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.

1.6 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.8 Entire Agreement

This Agreement, the agreements and other documents required to be delivered pursuant to this Agreement, and the Non-Disclosure Agreement constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as otherwise specifically set forth in this Agreement, any document required to be delivered pursuant to or in respect of this Agreement, and the Non-Disclosure Agreement.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue; Dispute Resolution

(a) This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein (including the BIA), without regard to the conflicts of law principles thereof.

(b) The Parties consent to the exclusive jurisdiction and venue of the Court prior to the termination of the Receivership Proceedings, and thereafter to the Courts of the Province of Ontario, for the resolution of any disputes arising under or in connection with this Agreement.

(c) Each Party agrees that service of process on such Party as provided in Section 11.4 shall be deemed effective service of process on such Party.

ARTICLE 2
PURCHASE AND SALE

2.1 Agreement to Purchase and Sell Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing Time, the Sellers and the Receiver shall sell, convey, assign and transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and accept, free and clear of all Encumbrances, all of the right, title and interest

of the Sellers and the Receiver at the Closing Time in, to and under the following specific properties, assets and rights (collectively, the "**Purchased Assets**"):

(a) *Purchased Actions* – all right, title and interest of the Sellers in and to any existing or future Action to the extent relating to the Purchased Assets, the Transferred Contracts or the Assumed Liabilities (the "**Purchased Actions**");

(b) *Purchased Equipment* – the Solar Equipment owned by the Sellers that is located at the Purchased Project Sites (the "**Purchased Equipment**");

(c) *Spare Equipment* – all spare or replacement parts and equipment owned by the Sellers relating to the Purchased Projects that have not been used in the operation of the Purchased Projects prior to the Closing Time, provided that any such parts or equipment are in the physical possession of the Receiver or Spark, including any such parts or equipment stored at warehouse premises located at 3176 Ridgeway Drive, Mississauga, Ontario;

(d) *Property Leases* – the Sellers' interests in the Property Leases;

(e) *FIT Contracts* – the Sellers' interests in the FIT Contracts;

(f) *Connection Agreements* – the Sellers' interests in the Connection Agreements;

(g) *Additional Contracts* – the interests of the Sellers and/or the Receiver in the Contracts specified in Schedule "C" to this Agreement (collectively, the "**Additional Contracts**");

(h) *IT Infrastructure* – any information technology infrastructure, including computers, servers and applications, owned by the Sellers;

(i) *Equipment Records* – all operating manuals and documentation relating to the Purchased Equipment that is in the physical possession of the Receiver;

(j) *Business Records* – all business and financial records and files of the Sellers in the physical possession of the Receiver relating to the Purchased Projects, including the general ledger and accounting records, customer lists, supplier lists, data, operating manuals, plans and specifications;

(k) *Digital Assets and Contact Information* – all websites and website content, domain names, social media accounts and related login credentials, telephone numbers, facsimile numbers and e-mail addresses of the Sellers used in the operation of the Purchased Projects;

(l) *Computer Software* – all software and related documentation owned by the Sellers relating to the Purchased Projects, including, all functional specifications, narrative descriptions, flow charts, operating manuals, training manuals and other related material;

(m) *Prepaid Expenses* – the full benefit of all prepaid expenses and deposits in respect of the Purchased Projects paid by the Sellers or the Receiver, on behalf of the Sellers, to any Person, including any supplier, public utility, Landlord, Contract counterparty or Governmental Authority;

(n) *Governmental Authorizations* **–** all permits, licences, certificates, approvals, authorizations, registrations and other instruments issued by any Governmental Authority relating to the Purchased Projects, to the extent transferable under Applicable Law; and

(o) *Assumed Legacy Co-Owner Agreements* – the Sellers' interests in the Assumed Legacy Co-Owner Agreements.

2.2 Excluded Assets

Except for the Purchased Assets specifically identified in Section 2.1, the Buyer shall not purchase or acquire any of the other assets, property or undertakings of the Sellers (collectively, the "**Excluded Assets**"), which Excluded Assets shall remain the property of the Sellers, including all of the following:

(a) *Excluded Projects* – all assets, properties and undertakings of the Sellers relating to solar electricity generation projects that are not Purchased Projects, including any excluded Purchased Projects pursuant to Section 2.6(f);

(b) *Cash* – all cash, cash equivalents, bank accounts and investments held by the Sellers or the Receiver, on behalf of the Sellers, at the Closing Time;

(c) *Excluded Receipts* – all revenues, payments, proceeds, collections and other receipts, regardless of whether received prior to, on or following the Closing Date, arising from or relating to (i) the ownership, operation or use of the Purchased Projects prior to the commencement of the Interim Period, or (ii) any Excluded Assets (collectively, the "**Excluded Receipts**");

(d) *Contracts* – all Contracts other than the Transferred Contracts;

(e) *Tax Assets* – all Tax Returns and all Tax assets and Tax attributes, including the benefit of any refundable Taxes or refund of Taxes (including any input tax credits under the ETA), and any claim or right of the Sellers to any incentive, refund, rebate or credit of Taxes (including any refundable Tax credits);

(f) *Loans* – any loans, debts or other amounts due or payable to the Sellers, including any loans, debts or other amounts due or payable to the Sellers by any Affiliate;

(g) *Rights under this Agreement* – the Receiver's rights under this Agreement, the Closing Documents and the Transaction, including, for greater certainty, all cash or other consideration that is paid in satisfaction of the Purchase Price;

(h) *Insurance Policies* – all Insurance Policies and all rights and proceeds thereunder, including the right to recover any insurance proceeds;

(i) *Excluded Actions* – all Excluded Actions;

(j) *Retainers* – all rights in respect of any retainers paid by the Sellers or the Receiver, on behalf of the Sellers, to professional service providers or any other Person;

(k) *Corporate Records* – all corporate and organizational records of the Sellers, including constating documents, minute books, corporate seals, Tax records, and all other records relating to the internal corporate affairs of the Sellers; and

(l) *Legacy Co-Owner Agreements* – all Legacy Co-Owner Agreements other than the Assumed Legacy Co-Owner Agreements, if any.

2.3 Assumption of Liabilities

The Buyer shall assume, as of the Closing Date, and shall pay, discharge and perform, as the case may be, from and after the Closing Date, the following debts, liabilities and obligations of the Sellers (collectively, the "**Assumed Liabilities**"):

(a) *Obligations under Transferred Contracts* – all liabilities and obligations of the Sellers under the Transferred Contracts that arise from and after the Closing Date in respect of the performance of the Transferred Contracts from and after the Closing Date, together with any Cure Costs expressly payable by the Buyer pursuant to Section 2.6(c); provided that, other than such Cure Costs and other amounts expressly assumed pursuant to Section 2.6(c), the Buyer shall not assume any liabilities or obligations of the Sellers under any Transferred Contract to the extent arising out of or relating to any breach, default, act, omission or circumstance occurring or existing at or prior to the Closing Date;

(b) *Purchased Assets* – all liabilities and obligations pertaining to the ownership or use of the Purchased Assets from and after Closing, including any liabilities and obligations arising under Environmental Laws; and

(c) *Taxes* – all Taxes assumed by the Buyer pursuant to Section 7.6.

2.4 Excluded Liabilities

Except as expressly assumed pursuant to Section 2.3, all of the Sellers' debts, liabilities and obligations, of any kind or nature, shall remain the sole responsibility of the Sellers, and the Buyer shall not assume, accept or undertake any debt, liability or obligation of the Sellers of any kind whatsoever, except as expressly assumed pursuant to Section 2.3, whether accrued, contingent, known or unknown or otherwise, and specifically including the following debts, liabilities and obligations which shall be retained by, and which shall remain the sole responsibility of, the Sellers (collectively, the "**Excluded Liabilities**"):

(a) *Intercompany Obligations and Legacy Co-Owner Agreements* – any debt, liability or obligation owing by any Seller to any: (i) Affiliate of such Seller; or (ii) direct or indirect shareholder of such Seller or any Affiliate thereof, including any Third-Party Project Co-Owner or any Affiliate thereof, and, in each case, any debt, liability or obligation arising under, in respect of or relating to any Legacy Co-Owner Agreement, other than liabilities expressly assumed from and after Closing under any Assumed Legacy Co-Owner Agreement;

(b) *Trade Obligations* – any debt, liability or obligation owing by a Seller or the Receiver to any trade vendor or service provider, including: (i) Spark, whether arising under the Spark C&I Agreement or otherwise; or (ii) FAAN, whether arising under the FAAN Agreement or otherwise, in each case other than any Cure Costs or other amounts expressly assumed by the Buyer pursuant to Section 2.3(a) or Section 2.6;

(c) *Funded Indebtedness* – any indebtedness for borrowed money owing by a Seller, including any debt, liability or obligation under the Credit Agreement or any related security or other documents securing or evidencing obligations under the Credit Agreement;

(d) *Intellectual Property Claims* – any Claims against the Sellers for infringements of any intellectual property rights of any Person relating to any period prior to the Closing Date;

(e) *Excluded Assets* – all debts, liabilities and obligations relating to the Excluded Assets; and

(f) *Taxes* – all debts, liabilities and obligations for Taxes of the Sellers not assumed pursuant to Section 2.3 or Section 7.6.

2.5 As is, Where is

THE BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PURCHASED ASSETS ARE PURCHASED AND THE ASSUMED LIABILITIES ARE ASSUMED BY THE BUYER ON AN "AS IS, WHERE IS" BASIS AS THEY SHALL EXIST AT THE CLOSING TIME WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE PURCHASED ASSETS OR THE ASSUMED LIABILITIES, AND WITHOUT ANY RECOURSE TO THE SELLERS OR THE RECEIVER OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, REPRESENTATIVES OR ADVISORS. THE BUYER AGREES TO ACCEPT THE PURCHASED ASSETS AND THE ASSUMED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING DATE BASED ON THE BUYER'S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE SELLERS OR THE RECEIVER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless

specifically stated in this Agreement, the Buyer acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by the Sellers or the Receiver in this Agreement or in any instrument furnished in connection with this Agreement, as to description, fitness for purpose, sufficiency to carry on any business, merchantability, quantity, condition, quality, title, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever, and all of the same are expressly excluded. The provisions of this Section 2.5 shall survive and not merge on Closing.

2.6 Assignment of Transferred Contracts

(a) The Receiver and the Buyer shall use commercially reasonable efforts to obtain any necessary Counterparty Consent to the assignment of any Consent Required Contract following the filing of the motion materials for the Approval and Vesting Order.

(b) In the event that a Counterparty Consent required to assign any Consent Required Contract is not obtained on or before the Consent Deadline, the Receiver shall, at the written request of the Buyer, seek an Assignment Order for such Consent Required Contract.

(c) Unless the Parties otherwise agree, to the extent that any Cure Costs are payable with respect to a Transferred Contract, the Buyer shall: (i) where such Transferred Contract is assigned pursuant to an Assignment Order, pay such Cure Costs in accordance with such Assignment Order; and (ii) where such Transferred Contract is not assigned pursuant to an Assignment Order, pay such Cure Costs in the manner set out in such Transferred Contract, the applicable Counterparty Consent or Applicable Law. For greater certainty, the Buyer shall be solely responsible for paying or otherwise satisfying all Cure Costs in respect of the Transferred Contracts. Notwithstanding anything to the contrary in this Agreement, any Transferred Contract, any Assignment Order or the Approval and Vesting Order, the aggregate maximum liability of the Buyer for all Cure Costs payable pursuant to or in connection with this Agreement and the Transaction shall not exceed the Cure Costs Cap, and the Buyer shall have no obligation to pay any Cure Costs in excess of the Cure Costs Cap.

(d) To the extent that a Counterparty Consent or Assignment Order in respect of a Consent Required Contract has not been obtained on or prior to Closing, this Agreement shall not constitute an assignment or transfer of, or an attempted assignment or transfer of, such Consent Required Contract, unless and until such Counterparty Consent or Assignment Order has been obtained, unless the Purchased Project associated with such Counterparty Consent or Assignment Order is excluded in accordance with Section 2.6(f).

(e) Notwithstanding anything else contained in this Agreement, if a Counterparty Consent or Assignment Order in respect of any Consent Required Contract that is

not a Project Agreement is not obtained and, as a result, such Contract is not transferred to the Buyer at Closing, then, unless the Buyer otherwise agrees in writing, such Contract shall be deemed not to be a Purchased Asset, shall be excluded from the Transferred Contracts and the related liabilities shall be Excluded Liabilities, and the completion of the Transaction shall not be affected thereby and there shall be no abatement, reduction or adjustment to the Purchase Price as a result thereof.

(f) Notwithstanding anything else contained in this Agreement, if a Counterparty Consent or Assignment Order in respect of any Project Agreement for a particular Purchased Project is not obtained on or prior to Closing then: (i) such Project Agreement and all other Project Agreements, Purchased Assets and Assumed Liabilities relating exclusively to such Purchased Project shall be deemed excluded from Closing and shall be deemed to be Excluded Assets or Excluded Liabilities, as applicable; (ii) such Purchased Project shall be deemed deleted from the Purchased Projects; (iii) the completion of the Transaction shall not be affected as a result thereof; and (iv) the Purchase Price shall be reduced by the amount allocated to such Purchased Project in the Purchase Price Allocation, provided that, if a Counterparty Consent or Assignment Order is not obtained on or prior to Closing in respect of Project Agreements that collectively exceed the Project Agreements Threshold, then the Buyer shall have the option, in its sole discretion, to proceed with Closing as contemplated by this Section 2.6(f) or to terminate this Agreement as a result of the failure to satisfy the condition set forth in Section 6.2(d).

ARTICLE 3
PURCHASE PRICE AND RELATED MATTERS

3.1 Purchase Price

The total consideration payable by the Buyer to the Receiver, on behalf of the Sellers, for the Purchased Assets (the "**Purchase Price**") shall be the aggregate of:

(a) a cash payment equal to (i) $[redacted], *minus* (ii) the Interim Period Profit, if any, *plus* (iii) the Interim Period Loss, if any, as finally determined in accordance with Section 7.7, and subject to reduction for any Purchased Project(s) excluded from Closing pursuant to Section 2.6(f) (the sum of the foregoing being the "**Cash Purchase Price**"); and

(b) the amount of the Assumed Liabilities (for greater certainty, excluding any Assumed Liabilities that are not payable on or before, or accrued as of, the Closing).

3.2 Satisfaction of the Purchase Price

(a) The Buyer has paid to the Receiver, pursuant to the Sale Process Approval Order, $[redacted] (the "**Deposit**") as a deposit towards the Cash Purchase Price, to be held by the Receiver and to be applied against the Cash Purchase Price or returned

to the Buyer, as the case may be, in accordance with the terms and conditions of this Agreement.

(b) The Buyer shall satisfy the Purchase Price on the Closing Date by: (i) the Deposit being irrevocably released to the benefit of the Receiver, on behalf of the Sellers, and applied against the Cash Purchase Price; (ii) paying to the Receiver, on behalf of the Sellers, an amount of cash via wire transfer of immediately available funds to an account designated in writing by the Receiver at least two (2) Business Days prior to the Closing Date equal to the Cash Purchase Price less the Deposit, as such Cash Purchase Price is adjusted by the Receiver's good faith estimate of the Interim Period Adjustment Amount delivered pursuant to Section 7.7(d) (the "**Estimated Purchase Price**"); (iii) assuming the Assumed Liabilities; and (iv) without limiting subparagraph (iii), paying or satisfying any Cure Costs in accordance with Section 2.6(c). The Buyer may, in its sole discretion, by written notice to the Receiver five (5) days prior to the Outside Date, extend the Outside Date up to one (1) time for a period of thirty (30) days; provided however, that if the Buyer exercises such right, it shall pay to the Receiver an additional $[redacted], forming part of the Deposit.

3.3 Purchase Price Allocation

The Purchase Price shall be allocated among the Purchased Assets in accordance with the Purchase Price Allocation delivered by the Buyer and accepted by the Receiver concurrently with the execution of Agreement. Such Purchase Price Allocation shall be binding, and the Buyer and the Receiver, on behalf of the Sellers, shall report the purchase and sale of the Purchased Assets and file all filings which are necessary or desirable under the Tax Act to give effect to such allocations and shall not take any position or action inconsistent with such Purchase Price Allocation. Such Purchase Price Allocation shall also be used to determine the amount of any reduction to the Purchase Price for any Purchased Project excluded from Closing pursuant to Section 2.6(f).

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE RECEIVER

The Receiver represents and warrants to the Buyer as follows, and acknowledges that the Buyer is relying upon the following representations and warranties in connection with the Transaction:

4.1 Existence

The Receiver is duly organized and validly existing under the laws of its jurisdiction of organization.

4.2 Due Authorization and Enforceability of Obligations

Subject to the granting and terms of the Approval and Vesting Order and the Additional Debtors Order: (a) the Receiver has the power, authority and capacity to enter into and perform its obligations under this Agreement; (b) the execution and delivery of this Agreement and the consummation of the Transaction by the Receiver have been duly authorized; (c) this Agreement constitutes a valid and binding obligation of the Receiver enforceable against it in accordance with

its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

4.3 GST/HST Registrants

Each Seller is a "registrant" for GST/HST purposes under Subdivision (d) of Division V of Part IX of the ETA and the Receiver will notify the Buyer of the Sellers' registration numbers prior to the Closing Date.

4.4 No Other Representations and Warranties

Notwithstanding anything else contained in this Agreement, except for the representations and warranties contained in this Article 4, none of the Receiver, the Sellers nor any other Person on behalf of the Receiver or the Sellers makes any representation or warranty, express or implied, with respect to the Receiver, the Sellers, the Purchased Assets, the Assumed Liabilities or the Transaction.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Receiver as follows, and acknowledges that the Receiver is relying upon the following representations and warranties in connection with the Transaction:

5.1 Existence

The Buyer is duly organized and validly existing under the laws of its jurisdiction of organization.

5.2 Due Authorization and Enforceability of Obligations

The Buyer has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement have been duly authorized by all necessary action of the Buyer. This Agreement has been duly executed and delivered by the Buyer and constitutes a valid and binding obligation of the Buyer enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

5.3 Absence of Conflicts

The Buyer is not a party to, bound or affected by or subject to any provision in its articles, by-laws or other constating documents or, subject to Section 5.4, Applicable Laws, approvals, franchises, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority that would be violated, breached by, or under which any default would occur or with notice or the passage of time would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any Closing Documents to be entered into or delivered under the terms and conditions of this Agreement, except for any violations, breaches or defaults that would not have a material and adverse effect on the ability of the Buyer to consummate the Transaction.

5.4 Approvals and Consents

Subject to mutual determination by the Parties as to whether notification is required pursuant to Part IX of the *Competition Act* (Canada), no material authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer or any of the Closing Documents to be executed and delivered by the Buyer hereunder or otherwise in connection with the Transaction.

5.5 Residence of the Buyer

The Buyer is not a non-resident of Canada within the meaning of the Tax Act.

5.6 GST/HST Registrant

The Buyer is a "registrant" for GST/HST purposes under Subdivision (d) of Division V of Part IX of the *Excise Tax Act* (Canada) and its registration number is 807093513RT0001.

5.7 Investment Canada Act

At the Closing Time, the Buyer will not be a "non-Canadian" within the meaning of the ICA.

5.8 Financing

The Buyer has, or will have at the Closing, sufficient cash on hand or other sources of immediately available funds to enable it to pay the Cash Purchase Price and consummate the Transaction.

5.9 Informed and Sophisticated Buyer

The Buyer is an informed and sophisticated buyer and has engaged expert advisors and is experienced in the evaluation and purchase of the assets of distressed enterprises as contemplated hereunder. The Buyer has undertaken such investigations and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement.

5.10 Diligence

The Buyer acknowledges and agrees that: (a) it is purchasing the Purchased Assets and assuming the Assumed Liabilities on an "**as is, where is**" basis; (b) it has relied upon its own independent review, investigation and inspection of the documents and information made available by or on behalf of the Sellers or the Receiver for the purpose of the Transaction, as well as of the Purchased Assets and the Assumed Liabilities; (c) except as expressly set forth in this Agreement, it is not relying upon any written or oral statements, documents, information, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Purchased Assets, the Assumed Liabilities or the Transaction; and (d) the obligations of the Buyer under this Agreement are not conditional upon any additional due diligence. For greater certainty, nothing in this Section 5.10 limits Buyer's right to rely upon any express

representation, warranty, covenant or agreement expressly set out in this Agreement or the Closing Documents. The provisions of this Section 5.10 shall survive and not merge on Closing.

5.11 Litigation

There are no Claims, arbitration or legal, administrative or other proceedings or investigations by any Governmental Authority pending or, to the knowledge of the Buyer, threatened against or relating to the Buyer which, if adversely determined, would reasonably be expected to: (a) prohibit, restrict or enjoin the completion of the Transaction; (b) prevent the Buyer from paying the Cash Purchase Price to the Receiver; or (c) delay, restrict or prevent the Buyer from fulfilling any of its obligations set out in this Agreement.

5.12 Sanctions

None of the Buyer, any of its subsidiaries or, to the knowledge of the Buyer, any director, officer, agent, employee, Affiliate or representative of the Buyer or any of its subsidiaries is, or is controlled or 50% or more owned by or is acting on behalf of, a Person currently the subject of applicable economic sanctions including those administered or enforced by the government of Canada, the United States of America, or the United Kingdom (collectively, "**Sanctions**"). None of the Buyer or any of its subsidiaries is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions. To the Buyer's knowledge, neither it nor any of its subsidiaries has engaged in any dealings or transactions with or for the benefit of a Person subject to Sanctions.

5.13 No Brokers

No agent, broker, Person or firm acting on behalf of the Buyer is, or will be, entitled to any commission or brokers' or finders' fees from the Buyer or from any Affiliate of the Buyer, in connection with any of the transactions contemplated by this Agreement.

ARTICLE 6
CONDITIONS

6.1 Conditions for the Benefit of the Buyer and the Receiver

The respective obligations of the Buyer and the Receiver to consummate the Transaction are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions, which conditions are for the benefit of both the Buyer and the Receiver and may only be waived, in whole or in part, by both the Buyer and the Receiver:

(a) no provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the Transaction shall be in effect;

(b) the Additional Debtors Order shall have been granted and shall not have been stayed, varied (except with the consent of the Receiver and the Buyer) or vacated;

(c) the Approval and Vesting Order shall have been granted and shall not have been stayed, varied (except with the consent of the Receiver and the Buyer) or vacated; and

(d) all of the conditions to closing of the transaction with respect to the Residential Portfolio (the "**Residential Portfolio Transaction**") set forth in the transaction agreement dated as of the date hereof between the Receiver and the Buyer (the "**Residential Portfolio Transaction Agreement**") shall have been satisfied or waived in accordance with the terms of the Residential Portfolio Transaction Agreement, and the Transaction and the Residential Portfolio Transaction shall be consummated concurrently.

6.2 Conditions for the Benefit of the Buyer

The obligation of the Buyer to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

(a) the representations and warranties of the Receiver set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;

(b) the covenants contained in this Agreement to be performed by the Receiver at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

(c) the Buyer shall have received the following Closing Documents from the Receiver, in each case in form and substance reasonably satisfactory to the Buyer:

(i) the Receiver's closing certificate contemplated by this Agreement;

(ii) the Approval and Vesting Order, the Additional Debtors Order and, if applicable, any Assignment Order, each entered and in effect in accordance with this Agreement;

(iii) such assignments, bills of sale, transfer documents, possession letters, direction letters and other instruments of transfer as are reasonably necessary to convey the Purchased Assets to the Buyer;

(iv) all other Closing Documents expressly required pursuant to this Agreement to be delivered by the Receiver on Closing; and

(d) subject to Section 2.6(f), with respect to each Project Agreement that is a Consent Required Contract, the requisite Counterparty Consent shall have been obtained or the Court shall have granted an Assignment Order ordering the assignment of such Project Agreement to the Buyer at Closing; provided that, for greater certainty: (i) this condition shall be satisfied if, in aggregate, the Project Agreements that are Consent Required Contracts for which a Counterparty Consent or Assignment

Order is not obtained do not collectively exceed the Project Agreements Threshold; and (ii) the Buyer may, in its sole discretion by written notice to the Receiver prior to Closing, waive the failure of this condition solely with respect to such Purchased Projects and proceed to Closing in accordance with Section 2.6(f).

6.3 Conditions for the Benefit of the Receiver

The obligation of the Receiver to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Receiver of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Receiver):

(a) the representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;

(b) the covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

(c) the Receiver shall have received a certificate confirming the satisfaction of the conditions contained in Sections 6.3(a) and 6.3(b) signed for and on behalf of the Buyer without personal liability by an executive officer of the Buyer or other Person reasonably acceptable to the Receiver, in each case in form and substance reasonably satisfactory to the Receiver;

(d) the Receiver shall have received the Tax Certificate and Indemnity contemplated by Section 7.6(e);

(e) the Receiver shall have received certified copies of: (i) the constating documents of the Buyer; (ii) resolutions of the board of directors (or equivalent governing body) of the Buyer approving the entering into of this Agreement and the completion of the Transaction; and (iii) a list of the officers and directors of the Buyer authorized to sign agreements together with their specimen signatures;

(f) the Receiver shall have received a certificate of status, compliance, good standing or like certificate with respect to the Buyer issued by the appropriate Governmental Authority of its jurisdiction of incorporation or formation;

(g) the Receiver, on behalf of the Sellers, shall have received the entirety of the Cash Purchase Price; and

(h) the Receiver shall have received the following Closing Documents from the Buyer, in each case in form and substance reasonably satisfactory to the Receiver: the certificate contemplated by Section 6.3(c); the Tax Certificate and Indemnity contemplated by Section 7.6(e); the certified copies and certificates contemplated by Sections 6.3(e) and 6.3(f); and such other Closing Documents as are expressly required by this Agreement to be delivered by the Buyer on Closing.

6.4 No Frustration of Closing Conditions

Neither the Buyer nor the Receiver may rely on the failure of any condition to their respective obligations to consummate the Transaction set forth in Sections 6.1 to 6.3, as the case may be, to be satisfied if such failure was caused by such Party's or its Affiliates' failure to use commercially reasonable efforts to satisfy the conditions to the consummation of the Transaction or by any other breach of a representation, warranty or covenant of such Party hereunder.

ARTICLE 7
ADDITIONAL AGREEMENTS OF THE PARTIES

7.1 Participation Projects

(a) At the Closing Time, the Buyer will have implemented, or will be in a position to implement after Closing and before the expiration of any applicable cure period, those arrangements and steps that are required of the Buyer under the applicable FIT Contract, IESO requirements and Applicable Law in respect of each Participation Project that immediately prior to Closing constituted a Participation Project, including by filing or delivering such declarations, assumption agreements and other prescribed forms, notices, evidence and supporting materials as may be required of the Buyer by IESO or under any applicable Project Agreement.

(b) Without limiting the generality of Section 7.1(a), and subject in each case to the applicable FIT Contract, IESO requirements and Applicable Law, the arrangements and steps referred to in 7.1(a) may be effected by: (i) maintaining one or more existing Third-Party Project Co-Owners; (ii) implementing one or more replacement or alternative qualifying participation arrangements; (iii) electing not to maintain, replace or replicate any existing Third-Party Project Co-Owner or other participation structure and instead accepting the financial or economic consequences of not doing so; or (iv) such other structure acceptable to IESO; provided that nothing in this Section 7.1 shall be construed to require the Buyer to assume or continue any Legacy Co-Owner Agreement.

7.2 Access to Information

(a) Until the Closing Time, the Receiver, on behalf of the Sellers, shall give to the Buyer's personnel engaged in the Transaction and their accountants, legal advisers, consultants and representatives reasonable access to the books and records related to the Purchased Assets and the Assumed Liabilities, in all cases during normal business hours, and shall furnish them with all such information relating to the Purchased Assets and the Assumed Liabilities as the Buyer may reasonably request in connection with the Transaction. Notwithstanding anything in this Section 7.2 to the contrary, any such access shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the operations at the Purchased Projects. Notwithstanding the foregoing, the Receiver shall not be required to disclose any information, records, files or other data to the Buyer where such disclosure would: (i) be prohibited by any Applicable Laws; (ii) have the effect

of causing the waiver of any applicable privilege; or (iii) in the Receiver's sole discretion, cause significant competitive harm to the Sellers or the Purchased Projects if the Transaction is not consummated. Notwithstanding the foregoing, prior to Closing, without the prior written consent of the Receiver, the Buyer shall not contact any of the counterparties to the FIT Contracts, Property Leases, Connection Agreements or any other Transferred Contracts, any landlords, any suppliers or any Governmental Authorities having jurisdiction over the Purchased Projects.

(b) The Receiver may retain copies of all books and records included in the Purchased Assets to the extent necessary or useful for the administration of the Receivership Proceedings (or any subsequent bankruptcy or wind-down of any of the Sellers), the filing of any Tax Return, any Tax audit, or for compliance with any Applicable Law or the terms and conditions of this Agreement.

(c) Upon reasonable prior notice to the Buyer, the Receiver and any bankruptcy trustee appointed in respect of a Seller shall have access to, and the right to copy, at their own expense, all books and records included in the Purchased Assets for purposes of the Receivership Proceedings (or any subsequent bankruptcy of any of the Sellers), the filing of any Tax Return, any Tax audit or compliance with any Applicable Law or the terms and conditions of this Agreement. From time to time following the Closing at the request of any Seller, the Receiver or any bankruptcy trustee appointed in respect of any Seller, the Buyer shall make available knowledgeable employees to co-operate with such parties and respond to information requests, provided that such requests will be limited to reasonable requests for information or assistance that will not reasonably be expected to materially interfere with the day-to-day duties or activities of such employees and shall be at the sole expense of the requesting Person.

(d) The Buyer shall be liable for any and all Claims whatsoever caused by or in any way arising out of any access to the Purchased Projects or the Purchased Assets by the Buyer or its personnel, accountants, legal advisers, consultants or representatives pursuant to this Section 7.2.

7.3 Buyer Information for Consents

The Buyer shall, at the Receiver's request, furnish the Receiver with copies of such documents and information with respect to the Buyer and its designee(s), including financial information, as the Receiver may reasonably request in connection with obtaining any consents, approvals, permits or authorizations contemplated by this Agreement, including in connection with any motion for the Court Orders.

7.4 Further Assurances

Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall

use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of the Court to the Parties, the Parties shall use their commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable under Applicable Laws to consummate and make effective the Transaction, including using commercially reasonable efforts to satisfy the conditions precedent to the obligations of the Parties hereto.

7.5 Regulatory Approvals

The Buyer shall use reasonable best efforts to obtain any authorization, consent or approval of, and to make any filing with or notice to, any Governmental Authority or other Person that is required to be obtained or made by the Buyer in connection with the execution, delivery or performance of this Agreement or the completion of the Transaction.

7.6 Tax Matters

(a) The Buyer and the Receiver agree to use commercially reasonable efforts to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters and for the answer to any inquiry of a Governmental Authority relating to Tax matters.

(b) For purposes of any Tax Return related to the Transaction (including, for greater certainty, any Tax election), the Buyer and, to the extent applicable, the Receiver, on behalf of the Sellers, agree to report the Transaction in a manner consistent with the Purchase Price Allocation determined in accordance with Section 3.3, and the Buyer and the Receiver shall not voluntarily take any action inconsistent therewith in any such Tax Return, refund claim, litigation or otherwise, unless required by Applicable Laws. The Buyer and the Receiver, on behalf of the Sellers, shall each be responsible for the preparation of their own Tax Returns.

(c) All amounts payable by the Buyer to the Receiver pursuant to this Agreement are exclusive of any GST/HST, or any other Taxes, duties, charges or fees of the type described in this Section 7.6(c) that are imposed under Applicable Law solely by reason of the sale, transfer, assignment and delivery of the Purchased Assets pursuant to the Transaction, together with any recording, registration or filing fees or similar charges payable in connection therewith (collectively, "**Transfer Taxes**"). Transfer Taxes shall be borne by the Buyer only to the extent required by Applicable Law; provided that Transfer Taxes do not include, and the Buyer shall not be responsible for, any Taxes imposed on or measured by the income, profits, gains, receipts or capital of any Seller, including any Taxes arising from or relating to the sale by any Seller of the Purchased Assets, all of which shall be for the

account of the Sellers. The Buyer and the Receiver will cooperate in a commercially reasonable manner to: (i) determine the amount of Transfer Taxes payable in connection with the Transaction; (ii) minimize Transfer Taxes; and (iii) prepare and file any and all required Tax Returns for or with respect to such Transfer Taxes with the appropriate Taxing Authorities.

(d) All Taxes imposed with respect to the Purchased Assets or the ownership, use or operation thereof for any taxable period, or portion thereof, ending on or before the Closing Date shall be for the account of the Sellers, including any such Taxes that are assessed, reassessed or become payable after the Closing Date and including any lien, claim, charge or other Encumbrance arising from or relating to such Taxes for any such pre-Closing period. The Buyer shall be responsible only for Taxes imposed with respect to the Purchased Assets or the ownership, use or operation thereof for any taxable period, or portion thereof, beginning after the Closing Date, except to the extent otherwise expressly provided in this Agreement. For greater certainty, the Buyer shall be responsible for the payment of any Taxes (including GST/HST) to be paid or remitted in respect of revenues, payments, proceeds, collections or other receipts actually received by the Buyer after the Closing Date, regardless of whether such revenues, payments, proceeds, collections or receipts arise from or relate to the operation of the Purchased Projects prior to, on or following the Closing Date.

(e) For any Purchase Price that is allocated to Purchased Assets that are "real property" for purposes of the ETA, the Receiver will not charge GST/HST on Closing, but the Buyer will self-assess the applicable GST/HST in accordance with subsections 221(2) and 228(4) of the ETA, and shall indemnify and hold harmless the Receiver in respect of same. In this respect, the Buyer shall deliver to the Receiver a certificate and indemnity in a mutually agreed form (the "**Tax Certificate and Indemnity**").

(f) If requested by the Buyer and if available (as determined by the Parties, acting reasonably), at Closing the Buyer and the Receiver, on behalf of each applicable Seller, will jointly execute one or more elections, in the prescribed form and containing the prescribed information, to have subsection 167(1) of the ETA apply to the purchase and sale of the Purchased Assets so that no GST/HST is payable in respect of such purchase and sale. The Buyer will file such elections with the applicable Governmental Authority within the time prescribed by the ETA for the reporting period of the Buyer in which the purchase and sale of the Purchased Assets takes place.

(g) If the Receiver, on behalf of the Sellers, is required by Applicable Law or by administration thereof to collect any applicable Transfer Taxes from the Buyer, the Buyer shall pay such amounts to the Receiver concurrent with the payment of any consideration payable pursuant to this Agreement, and the Receiver, on behalf of the Sellers, shall remit or account for such Transfer Taxes to the applicable Governmental Authority on a timely basis and otherwise in accordance with Applicable Laws.

(h) Notwithstanding Section 7.6(c), the Buyer hereby waives compliance by the Receiver, on behalf of the Sellers, with section 6 of the *Retail Sales Tax Act* (Ontario) and with any similar provision contained in any other Applicable Law in respect of the Transfer Taxes.

7.7 Interim Period Adjustment

(a) From and after the date hereof until the Closing or earlier termination of this Agreement, except (i) as contemplated by this Agreement, (ii) as required by Applicable Law, the FIT Contracts, any Project Agreement or any Order of the Court, or (iii) with the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed), the Sellers and the Receiver, solely in its capacity as court-appointed receiver of the Sellers and not in its personal or corporate capacity, shall use commercially reasonable efforts to cause the Purchased Projects to be operated and maintained only in the ordinary course of business consistent with past practice during the Receivership Proceedings, and shall not take, or permit to be taken, any action outside the ordinary course of business during the Receivership Proceedings in respect of the Purchased Projects that would reasonably be expected to be materially adverse to the Purchased Projects or the Buyer's interest therein following Closing. Without limiting the generality of the foregoing, and except as required by Applicable Law, any Project Agreement or any Order of the Court, or in the case of emergency corrective maintenance reasonably necessary to protect life, safety or material property, the Receiver shall not cause or permit FAAN or Spark to undertake any non-ordinary-course expenditure in respect of the Purchased Projects during the period between execution of this Agreement and the Closing Date, including any corrective maintenance that is reasonably expected to exceed $10,000.00 (excluding GST/HST) in the aggregate for any individual Purchased Project, without the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed); provided that, in the case of any such emergency corrective maintenance, the Receiver shall give the Buyer prompt written notice with reasonable detail and the anticipated cost.

(b) It is the intention of the Parties that, as between themselves, the economic benefit and burden of the Purchased Projects during the Interim Period shall be for the account of the Buyer.

(c) Not less than five (5) Business Days prior to the anticipated Closing Date, the Receiver shall obtain from each of Spark and FAAN, an invoice for all of their respective fees and expenses that relate solely to the operation and management of the Purchased Projects during the Interim Period (collectively, the "**Spark and FAAN Interim Period Fees**"). The Receiver shall pay the Spark and FAAN Interim Period Fees on or prior to the Closing Date; provided that the aggregate of such fees and expenses of FAAN for any full calendar month during the Interim Period shall not exceed $21,600.00 (excluding GST/HST and flow-through charges) (pro rated for any partial month) with respect to the total monthly fees and expenses from FAAN, without the Buyer's prior written consent, and any amounts

in excess of such cap that are not approved by the Buyer shall not constitute Interim Period Operating Expenses.

(d) Not less than five (5) Business Days prior to the anticipated Closing Date, the Receiver shall prepare and deliver to the Buyer a provisional Interim Period Adjustment Statement setting out in reasonable detail its good faith estimate of: (i) the Interim Period Receipts; (ii) the Interim Period Operating Expenses; and (iii) the Interim Period Adjustment Amount, together with reasonable supporting detail.

(e) The Cash Purchase Price payable on Closing shall be adjusted by the Receiver's good faith estimate of the Interim Period Adjustment Amount delivered pursuant to Section 7.7(d).

(f) Within sixty (60) days following the Closing Date (or such later date as the Receiver may advise is required for the Receiver to obtain from third parties and review all production and remittance documentation relating to all production periods falling within the Interim Period), the Receiver shall prepare and deliver to the Buyer a final Interim Period Adjustment Statement setting out in reasonable detail the actual Interim Period Receipts, Interim Period Operating Expenses and Interim Period Adjustment Amount, together with reasonable supporting documentation.

(g) The Buyer shall have ten (10) Business Days following receipt of the final Interim Period Adjustment Statement to review it and provide written notice to the Receiver of any objections thereto. If the Buyer does not deliver written notice of objection within such ten (10) Business Day period, the final Interim Period Adjustment Statement shall be deemed accepted. If the Buyer delivers written notice of objection, the Parties shall negotiate in good faith and use commercially reasonable efforts to resolve any disputed items within ten (10) Business Days after the Receiver's receipt of such notice. Any disputed items that cannot be resolved by the Parties shall be referred to the Court for adjudication.

(h) Within five (5) Business Days following the final determination of the Interim Period Adjustment Amount and the corresponding final determination of the Cash Purchase Price: (i) if the final Cash Purchase Price is greater than the Estimated Purchase Price paid by the Buyer on the Closing Date, the Buyer shall pay the difference to the Receiver, and (ii) if the final Cash Purchase Price is less than the Estimated Purchase Price paid by the Buyer on the Closing Date, the Receiver shall refund the difference to the Buyer.

(i) During the Reconciliation Period:

(i) any Excluded Receipts received by the Buyer or its designee(s) shall be received and held in trust for, and remitted to, the Receiver on behalf of the Sellers;

(ii) any Operating Receipts in respect of the operation of the Purchased Projects that are received by the Receiver or the Sellers from and after the Closing Date shall be received and held in trust for, and remitted to, the Buyer, unless such Operating Receipts (x) constitute Excluded Receipts, or (y) are otherwise reflected in the Interim Period Adjustment Amount, in which case the Receiver shall be entitled to retain such Operating Receipts;

(iii) the Buyer shall reimburse the Receiver for any expense paid by the Receiver or the Sellers after the Closing Date that relates to the Interim Period and would otherwise constitute an Interim Period Operating Expense, but for the fact that such expense was not paid by the Receiver or the Sellers, as appliable, until following the Interim Period and accordingly was not reflected in the Interim Period Adjustment Amount; and

(iv) the Receiver shall reimburse the Buyer for any Cure Costs paid by the Buyer during the Reconciliation Period that, in aggregate for all Purchased Projects, exceed the Cure Costs Cap.

(j) Each Party shall promptly inform the other Party of any receipt or expense during the Reconciliation Period that is remittable or reimbursable pursuant to Section 7.7(i). Any amount to be remitted or reimbursed by one Party to the other Party pursuant to Section 7.7(i) shall: (i) if arising prior to the date on which the Receiver delivers the final Interim Period Adjustment Statement pursuant to Section 7.7(f), be included as an adjustment in such final Interim Period Adjustment Statement; or (ii) if arising following the date on which the Receiver delivers the final Interim Period Adjustment Statement pursuant to Section 7.7(f), be promptly remitted or reimbursed by the applicable Party within ten (10) Business Days of the date on which the applicable receipt was received or expense was incurred.

(k) Following the determination of the Purchase Price and payment by the Buyer or Receiver, as applicable, under Section 7.7(h), neither the Receiver and the Sellers, on the one hand, nor the Buyer and its designee(s), on the other hand, shall have any further obligation under this Section 7.7 after the Reconciliation Period to determine, collect, remit or account for any Operating Receipts, Interim Period Receipts, Interim Period Operating Expenses, Excluded Receipts or any other receipts or expenses, other than to remit any amount required under Section 7.7(j) in respect of receipts or expenses actually incurred during the Reconciliation Period and not yet remitted or reimbursed.

7.8 Interim Period Conduct

(a) During the Interim Period, the Receiver shall cause the Sellers to pay all lease and other ordinary course payments under the Project Leases as and when they become due in accordance with the Project Leases.

(b) During the Interim Period, the Receiver shall use commercially reasonable efforts to prevent any construction lien, claim for lien or similar Encumbrance from

arising, being preserved, perfected or registered against any Purchased Project or other Purchased Asset, and if any such construction lien, claim for lien or similar Encumbrance arises, is preserved, perfected or registered against any Purchased Project or other Purchased Asset as a result of any act or omission of the Receiver, the Sellers or their respective agents or contractor, the Receiver shall promptly notify the Buyer in writing and shall cause the same to be discharged, vacated, bonded off or otherwise removed at or prior to Closing, in each case at no cost to the Buyer.

7.9 Fees and Expenses

Except as expressly provided in this Agreement, all fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the completion of the Transaction, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Person incurring such fees or expenses.

7.10 Receiver's Capacity

Notwithstanding anything else contained herein or elsewhere, the Buyer irrevocably acknowledges and agrees that:

(a) the Receiver is entering into this Agreement and all Closing Documents solely in its capacity as receiver and manager in the Receivership Proceedings and with no personal or corporate liability whatsoever, and the Buyer hereby disclaims any such liability;

(b) the Receiver and its Affiliates, agents, shareholders, officers, directors, partners, employees, legal counsel and advisors shall have no personal or corporate liability of any kind whatsoever, in contract, in tort, at law, in equity or otherwise as a result of or in any way connected with the Purchased Assets, this Agreement or the Transaction contemplated hereby, including if the Transaction fails to close for any reason whatsoever, provided that nothing in this Section 7.10 shall limit liability from the fraud or wilful misconduct of any such Person as determined by a final, non-appealable order of a court of competent jurisdiction; and

(c) the provisions of this Section 7.10 shall survive the completion of the Transaction and not merge on Closing and shall survive the non-completion and/or termination of this Agreement for any reason.

7.11 Advice and Direction

The Parties acknowledge that the Receiver is entitled (but not required) to seek the advice and directions of the Court in respect of any determination to be made, consent right to be exercised or other action to be taken by the Receiver under this Agreement.

7.12 Release by the Buyer

Effective as of the Closing Time, the Buyer, for and on behalf of itself and its Affiliates, hereby irrevocably releases and forever discharges the Sellers, the Debtors and the Receiver, and each of their respective current officers, directors, employees and professional advisors (including legal and financial advisors) acting in such capacity (the "**Seller Released Parties**"), from any and all Claims, whether or not presently known, that the Buyer and its Affiliates ever had, now have or hereafter may have against any of the Seller Released Parties in their capacity as such and arising out of acts, omissions or circumstances occurring prior to the Closing Time and relating to the Purchased Assets, the Assumed Liabilities, this Agreement or the Transaction; provided that nothing in this Section 7.12 shall release any Seller Released Party from: (a) any Claim arising from the fraud or wilful misconduct of such Seller Released Party as determined on a final basis by the Court; or (b) any of its obligations pursuant to this Agreement or any Closing Document.

ARTICLE 8
COURT ORDERS

8.1 Court Orders

The Receiver and the Buyer will effectuate the Transaction pursuant to the Receivership Proceedings under Applicable Laws, with each taking or causing to be taken all such action and executing and delivering or causing to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to effect the Transaction in such other agreed-upon manner. Without limiting the generality of the foregoing, the Parties acknowledge that the Transaction is an asset purchase only and does not provide for the transfer to the Buyer of any legacy equity, shareholder, partnership, governance, debt or distribution rights or obligations of any Third-Party Project Co-Owner, except to the extent expressly included in the Purchased Assets or the Transferred Contracts, including any Assumed Legacy Co-Owner Agreements. Without limiting the generality of the foregoing:

(a) The Receiver shall provide the Buyer with a proposed service list for the motion seeking the Approval and Vesting Order, any Assignment Order, and any Additional Debtors Order (collectively, the "**Court Orders**") no later than three (3) Business Days prior to the filing of such motion materials, and the Buyer shall have the right, acting reasonably, to review, comment on, approve and supplement such service list after receipt thereof. The Receiver shall consider in good faith any comments or additions proposed by the Buyer and shall include on the applicable service list such additional Persons as the Buyer may reasonably request;

(b) the Agent and/or the Lenders shall serve and file, as soon as reasonably practicable following the date of this Agreement, an application or motion seeking the Additional Debtors Order, which application or motion shall be heard prior to, or concurrently with, the Receiver's motion seeking the Approval and Vesting Order;

(c) the Receiver shall serve and file: (i) as soon as reasonably practicable following the execution of this Agreement, a motion seeking the Approval and Vesting Order; and (ii) to the extent that a Counterparty Consent has not been obtained in respect

of a Consent Required Contract on or prior to the Consent Deadline and the Buyer has requested that the Receiver do so pursuant to Section 2.6(b), a motion seeking an Assignment Order;

(d) the Buyer agrees that it will promptly take such actions as are reasonably requested by the Receiver to assist in obtaining each of the applicable Court Orders, including providing customary affidavits or other confirmations relating to the Buyer's ability to perform its obligations under this Agreement and, where applicable, such information and documents as are reasonably required in connection with any consent, assignment or regulatory filing contemplated by this Agreement;

(e) the Receiver shall use its commercially reasonable efforts to obtain the Court Orders as soon as reasonably practicable and, in the case of any Assignment Order, at such time as may be agreed between the Receiver and the Buyer; and

(f) the Buyer and its legal counsel shall be given a reasonable opportunity to review and comment on the motion materials seeking the granting of the Court Orders.

ARTICLE 9
TERMINATION

9.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

(a) if Closing does not occur on or before the Outside Date, as such date may be extended by the Buyer in accordance with this Agreement; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 9.1(a) if the non-occurrence of Closing on or by such Outside Date is caused by such Party's failure to perform or comply with any of the covenants, representations, warranties, agreements or conditions hereof to be performed or complied with by such Party on or before the Closing Date;

(b) subject to any approvals required from the Court or otherwise pursuant to the Receivership Proceedings, by mutual written consent of the Receiver and the Buyer;

(c) by either Party, upon written notice to the other, if a Governmental Authority issues an order prohibiting the Transaction contemplated hereby, which order shall have become final;

(d) by the Receiver upon written notice to the Buyer if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.1 or 6.3 on the Closing Date and such violation or breach has not been waived by the Receiver or cured by the Buyer within five (5) days after written notice thereof from the Receiver, unless the Receiver is in material breach of its obligations under this Agreement;

(e) by the Buyer upon written notice to the Receiver, if there has been a material violation or breach by the Receiver of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 6.1 or 6.2 on the Closing Date and such violation or breach has not been waived by the Buyer or cured by the Receiver within five (5) days after written notice thereof from the Buyer, unless the Buyer is in material breach of its obligations under this Agreement;

(f) by the Buyer or the Receiver if the Court finally declines to grant the Approval and Vesting Order and such denial is not accompanied by leave to reapply or otherwise cannot reasonably be remedied prior to the Outside Date; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 9.1(f) if such non-approval of the Transaction is caused by such Party's failure to perform or comply with any of the covenants, representations, warranties, agreements or conditions hereof to be performed or complied with on or before the Closing Date; and

(g) by the Receiver if: (i) the Receivership Order is stayed, vacated, amended or modified in a manner that prevents the Receiver from completing the Transaction and such impediment cannot reasonably be remedied prior to the Outside Date; (ii) the Court finally declines to grant the Additional Debtors Order and such denial is not accompanied by leave to reapply or otherwise cannot reasonably be remedied prior to the Outside Date; or (iii) the Court or any other Governmental Authority issues any final order, decree or ruling, or takes any other final action, that prevents the Receiver from completing the Transaction prior to the Outside Date.

9.2 Effect of Termination

(a) In the event of termination of this Agreement pursuant to Section 9.1, this Agreement shall forthwith become null and void, except as set forth in this Section 9.2 and Article 11, provided that, subject to Section 9.2(b), nothing herein shall relieve any Party from liability for any breach of this Agreement, or impair the right of any Party to compel specific performance by any other Party, of its obligations under this Agreement.

(b) If this Agreement is terminated pursuant to Sections 9.1(a), 9.1(b), 9.1(c), 9.1(e), 9.1(f) or 9.1(g), the Receiver shall return the Deposit to the Buyer within ten (10) Business Days following the date of termination of this Agreement, and the return of the Deposit shall be the sole and exclusive remedy of the Buyer in respect of any violation or breach by the Receiver of this Agreement and termination of this Agreement and the Buyer hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Buyer may or would otherwise be entitled to as against the Receiver. For greater certainty, if this Agreement is terminated as a result of the Buyer's failure to perform or comply with any covenants, representations, warranties, agreements or conditions set out herein, the Buyer shall forfeit the Deposit, and Section 9.2(c) shall apply.

(c) If this Agreement is terminated pursuant to Section 9.1(d), the Deposit shall be forfeited by the Buyer to, and shall become the sole property of, the Receiver, as liquidated damages and not as a penalty, and such forfeiture shall be the sole and exclusive remedy of the Receiver and the Sellers against the Buyer in respect of such termination and the circumstances giving rise thereto. The Parties agree that the amount of the Deposit constitutes a genuine pre-estimate of the Receiver's liquidated damages as a result of the Closing not occurring. The Buyer hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Receiver's liquidated damages. For certainty, in the event that any GST/HST is deemed to be included under section 182 of the ETA in connection with the forfeiture of the Deposit, the Buyer shall pay to the Receiver, on behalf of the Sellers, an additional amount to account for any such GST/HST, which the Receiver shall remit to the applicable Governmental Authority on behalf of the Sellers when and to the extent required by the ETA.

ARTICLE 10
CLOSING

10.1 Location and Time of Closing

The Closing shall take place electronically at the Closing Time, or by such other fashion or at such other place as may be agreed upon in writing by the Parties, in which the closing documentation will be delivered by email exchange of signature pages in PDF or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals except as otherwise provided in this Agreement.

10.2 Closing Deliveries

(a) At the Closing, the Receiver shall deliver to the Buyer:

(i) the documents required to be delivered by it pursuant to Section 6.2; and

(ii) any other documents reasonably requested by the Buyer in order to effect or evidence the consummation of the Transaction or otherwise expressly provided for under this Agreement.

(b) At the Closing, the Buyer shall deliver to the Receiver:

(i) the documents required to be delivered by the Buyer pursuant to Section 6.3; and

(ii) any other documents reasonably requested by the Receiver in order to effect or evidence the consummation of the Transaction or otherwise expressly provided for under this Agreement.

10.3 Delivery of Purchased Assets

(a) Delivery of the Purchased Assets shall be deemed to occur at the Closing without any physical movement or relocation thereof. The Purchased Assets shall be delivered to the Buyer at the location where such Purchased Assets are situated as of the Closing Date, and neither the Receiver nor the Sellers shall have any obligation to move, transport or otherwise relocate any of the Purchased Assets from their then-current locations. Title to and risk of loss in respect of the Purchased Assets shall pass to the Buyer at the Closing, and from and after the Closing the Buyer shall be solely responsible for the care, custody, control and relocation (if applicable) of the Purchased Assets from their then-current locations.

(b) If, after Closing, any property or assets that constitute Excluded Assets are paid to, delivered to or otherwise received by the Buyer, then the Buyer shall hold such assets in trust for the Receiver, on behalf of the Sellers, and shall promptly deliver such assets to the Receiver. If, after Closing, any property or assets that constitute Purchased Assets or any amounts relating to the Assumed Liabilities are paid to, delivered to or otherwise received by the Receiver, then the Receiver shall hold such assets in trust for the Buyer and shall promptly deliver such assets to the Buyer.

10.4 Receiver's Certificate

The Parties hereby acknowledge and agree that the Receiver shall be entitled to deliver the Receiver's Certificate to the Buyer and file the Receiver's Certificate with the Court without independent investigation upon: (a) receiving written confirmation from the Buyer (or the Buyer's counsel) that all conditions to Closing in favour of the Buyer set forth in Article 6 have been satisfied or waived; and (b) receiving the entirety of the Cash Purchase Price, and the Receiver shall have no liability to the Buyer or any other Person as a result of delivering and filing the Receiver's Certificate or otherwise in connection with this Agreement or the Transaction contemplated hereunder (whether based on contract, tort or any other theory).

ARTICLE 11
GENERAL MATTERS

11.1 Public Notices and Disclosure

(a) No press release or other announcement concerning the Transaction shall be made by the Receiver or the Buyer without the prior consent of the other (such consent not to be unreasonably withheld); provided, however, that the Buyer may make a press release or other announcement concerning the Transaction after the Closing without the prior consent of the Receiver and, further, any Party may, without such consent but subject to the restrictions set forth in Section 11.1(c), make such disclosure if the same is required by Applicable Law (including the Receivership Proceedings or compliance with applicable securities law) or by any court or securities commission or other similar regulatory authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party

making such disclosure shall use commercially reasonable efforts to give prior written notice to the other (including sharing a draft of any such proposed disclosure), and if such prior notice is not possible, to give such notice immediately following the making of such disclosure. Notwithstanding the foregoing: (i) in advance of the Agreement being publicly filed with the Court, the Receiver may provide the Agreement to (A) the Agent and the Lenders and their respective advisors, and (B) other stakeholders of the Sellers and the Debtors in the Receivership Proceedings who are subject to a confidentiality agreement or duty of confidentiality, where the Receiver determines that such disclosure is necessary or desirable to facilitate the consummation of the Transaction; and (ii) the Agreement and the Transaction may be disclosed by the Receiver to the Court, subject to redacting such confidential or sensitive information from the public record as the Receiver may determine, in consultation with the Buyer, is appropriate and permitted by Applicable Laws, and the Buyer shall have a reasonable opportunity to request sealing, redaction or other confidentiality treatment for filed materials containing the Buyer's confidential information.

(b) The Parties further agree that: (i) the Receiver may prepare and file reports and other documents with the Court containing references to the Transaction and the terms thereof; and (ii) the Receiver and its advisors may prepare and file such reports and other documents in the Receivership Proceedings containing references to the Transaction and the terms thereof as may reasonably be necessary to obtain the Approval and Vesting Order, the Additional Debtors Order and/or any Assignment Order, or to comply with the Receiver's obligations in connection with the Receivership Proceedings. Wherever possible, the Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing.

(c) From and after the execution of this Agreement, the Buyer and its Affiliates, and their respective directors, officers, members, employees, agents, consultants and advisors (including lawyers, financial advisors and accountants), may disclose and discuss the Transaction and such information relating to the Purchased Assets, the Purchased Projects, the Purchase Price and the Transaction as the Buyer reasonably determines is necessary or advisable in connection with any actual or proposed equity or debt financing, syndication, co-investment or other capital raising or investment activity of the Buyer or any of its Affiliates (including any offering or financing that is not specifically related to the Transaction), including in any offering memorandum, private placement memorandum, lender presentation, investor presentation or other financing or marketing materials, and in discussions with existing or prospective investors, lenders, financing sources and co-investors, provided in each case that such Persons are informed of the confidential nature of such information and such Persons have an obligation to the Buyer to maintain the confidentiality of such information. Notwithstanding anything to the contrary in this Section 11.1, the Buyer shall not issue any press release or securities law filing accessible by the general public: (i) in respect of the Transaction, until the Receiver has served its motion record seeking approval of the Transaction; or (ii) that discloses the Purchase Price (except for the fact that the Purchase Price is less than the aggregate outstanding obligations under the Credit Agreement), until Closing.

For certainty, and notwithstanding the above, the Buyer shall not be restricted from disclosing or discussing any information which has become publicly available through Court filings; provided that such disclosure or discussion does not include any information which has been sealed by the Court or redacted from publicly available Court filings.

(d) For greater certainty, the disclosures permitted by this Section 11.1 are permitted notwithstanding the terms of the Non-Disclosure Agreement entered into by the Buyer and the Receiver in connection with the Transaction, and the Non-Disclosure Agreement shall be deemed to be amended accordingly.

11.2 Survival

The representations and warranties of the Receiver in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction are set forth solely for the purpose of Section 6.2 and none of them shall survive Closing. The Receiver shall have no liability, whether before or after the Closing, for any breach of the Receiver's representations or warranties, and the Buyer acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 9.1). None of the Receiver's covenants contained in Article 7 to be performed on or prior to the Closing shall survive the Closing. The Parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing, and the Parties' obligations under Sections 1.10 (*Governing Law*), 2.5 (*As Is, Where Is*), 7.1 (*Participation Projects*), 7.6 (*Tax Matters*), 7.7 (*Interim Period Adjustment*), 7.8 (*Fees and Expenses*), 7.10 (*Receiver's Capacity*), 7.12 (*Release by the Buyer*) and this Article 11 shall survive the Closing indefinitely unless otherwise set forth herein.

11.3 Assignment; Binding Effect

(a) Subject to Section 11.3(b), no Party may assign its right or benefits under this Agreement without the consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any rights in any Person or entity not a Party to this Agreement other than the Receiver and the express third party beneficiaries of Section 7.12 hereof.

(b) Upon prior written notice to the Receiver not less than ten (10) Business Days prior to Closing, the Buyer shall be permitted to designate one or more of its Affiliates to acquire some or all of the Purchased Assets, provided that no such designation shall relieve the Buyer of any of its obligations pursuant to this Agreement.

11.4 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email (if sent during normal business hours of the recipient on a Business Day

and, if not, then on the next Business Day); (iii) two (2) days after deposit with a nationally-recognized courier or overnight service; or (iv) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

(a) If to the Buyer, at:

St. Regis Solar Power Corporation
5 Douglas Street, Suite 301
Guelph, ON N1H 2S8

Attention: Matt Kennedy / Laurie Crocker
Email: mkennedy@skylineenergy.ca / lcrocker@skylinegrp.ca

with copies (which shall not constitute notice) to:

McCarthy Tétrault LLP

Attention: Tom McInerney / Sean Collins, KC
Email: tmcinerney@mccarthy.ca / scollins@mccarthy.ca

(b) If to the Receiver, at:

Alvarez & Marsal Canada Inc., in its capacity as receiver and manager of the Debtors and not in its personal or corporate capacity
Royal Bank South Tower
200 Bay Street, Suite 2900
Toronto ON M5J 2J1

Attention: Stephen Ferguson / Duncan MacRae
Email: sferguson@alvarezandmarsal.com / dmacrae@alvarezandmarsal.com

with copies (which shall not constitute notice) to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Bradley Wiffen / Brandon Hoffman / Josh Sloan
E-mail: bwiffen@goodmans.ca / bhoffman@goodmans.ca / jsloan@goodmans.ca

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

11.5 Time of the Essence

Time shall be of the essence in respect of the obligations of the Parties arising prior to Closing under this Agreement.

11.6 Specific Performance

The Buyer acknowledges and agrees that the Receiver would be damaged irreparably in the event the Buyer does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that the Receiver may have under law or equity, the Receiver shall be entitled, without the requirement of posting a bond or other security, to injunctive relief to prevent any breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

11.7 Counterparts; Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. The Parties consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act 2000*, S.O., 2000, c. 17, as amended from time to time, with respect to this Agreement and any other documents respecting this Transaction.

[The remainder of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

ST. REGIS SOLAR POWER CORPORATION

Per: _____

Name: Robert Stein

Title: Authorized Signing Officer

ALVAREZ & MARSAL CANADA INC., solely in its capacity as court-appointed receiver and manager of the Debtors, and not in its personal or corporate capacity

Per: _____

Name:

Title:

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

ST. REGIS SOLAR POWER CORPORATION

Per: _____

Name:

Title:

ALVAREZ & MARSAL CANADA INC., solely in its capacity as court-appointed receiver and manager of the Debtors, and not in its personal or corporate capacity

Per: _____

Name: Stephen Ferguson

Title: Senior Vice President

SCHEDULE "A"
SELLERS

1. 2245073 Ontario Inc.
2. 2246253 Ontario Inc.
3. 2377512 Ontario Inc.
4. 2410581 Ontario Limited
5. 2421907 Ontario Limited
6. 2428760 Ontario Inc.
7. Biidaaske Inc.
8. Celeste Solar LP
9. CEW L3V Solar III Limited Partnership
10. Chi Biidaaske Inc.
11. Cleave Energy Holdings Ltd.
12. Gengrowth Energy LP
13. Grasshopper Solar FIT Projects Inc.
14. GreenLife Solar Projects Inc.
15. GSC Southlake Solar LP
16. GSC SPN 4 Projects LP
17. SPN LP 10
18. SPN LP 14
19. SPN LP 15
20. Howard Avenue Solar Inc.
21. HSSW Limited Partnership
22. ICM Realty Group Solar 2013 Inc.
23. LDREC SNP LP
24. Rising Sun Community Power Corp.
25. SPN LP 1
26. SPN LP 3
27. SPN LP 4
28. SPN LP 5

SCHEDULE "B"
PURCHASED PROJECTS

Project ID	Project Name	Seller	Project Address	FIT Contract Identification Number
286538	SA1	2245073 Ontario Inc.	77 Netherby Road, Welland, ON L0S 1K0	F-001518-SPV-130-505
286539	SA2	2245073 Ontario Inc.	129 Netherby Road, Welland, ON L0S 1K0	F-001519-SPV-130-505
286540	SA3	2246253 Ontario Inc.	1053 Wellington St. S, Dresden, ON N0P 1M0	F-001338-SPV-130-505
286543	Woodlawn	2377512 Ontario Inc.	20 Woodlawn, Guelph, ON N1H 1G7	F-002234-SPV-130-502
286541	Hempstead	2410581 Ontario Limited	95 Hempstead, Hamilton, ON L8W 2E7	F-001808-SPV-130-502
308325	48 Nery Ave	2421907 Ontario Limited	48 Nery Ave., Picton, ON K0K 2T0	F-002055-SPV-130-502
286542	Mill Street	2428760 Ontario Inc.	73 Mill St, Hensall, ON N0M 1X0	F-001977-SPV-130-502
286608	Cook	Biidaaske Inc.	81605 Side Road 6, Owen Sound, ON N4K 5N5	F-006034-SPV-310-722
286609	Derby Works	Biidaaske Inc.	62190 Side Road 3, RR#3, Owen Sound, ON N4K 5N5	F-004673-SPV-301-712
286606	IP Compost	Biidaaske Inc.	28 Avenue East, Owen Sound, ON N4K 5N3	F-004672-SPV-301-712
286607	IP Public Works	Biidaaske Inc.	2125 18th Avenue East, Owen Sound, ON N4K 1W8	F-004671-SPV-301-712
286605	IP Rail Trail	Biidaaske Inc.	Pt Parl Lot 8, Range 10 EGR PL, Owen Sound, ON N4K 5N3	F-004670-SPV-301-712
286610	Celeste	Celeste Solar LP	N 1/2 Lot 18 CONCESSION 4, North Plantagenet Alfred/ Plantagenet, ON K0B 1L0	F-004710-SPV-301-712
286596	Marina del Rey	CEW L3V Solar III Limited Partnership	4130 Bayview Ave., R.R. 7, Orillia, ON L3V 6H7	F-006274-SPV-310-528
286548	Maybrook	Chi Biidaaske Inc.	1 Maybrook Drive, Scarborough, ON M1V 5J7	F-004590-SPV-301-518
286546	Saltsman	Chi Biidaaske Inc.	115 Saltsman Drive, Cambridge, ON N3H 4R7	F-003133-SPV-211-508
286547	Savannah	Chi Biidaaske Inc.	195 Savannah Oaks Drive, Brantford, ON N3V 1E8	F-004580-SPV-301-518

Project ID	Project Name	Seller	Project Address	FIT Contract Identification Number
286550	Snow Valley	Chi Biidaaske Inc.	1471 Snow Valley Road Minesing, ON L0L 1Y3	F-004584-SPV-301-518
286549	Stayner	Chi Biidaaske Inc.	6319 Highway 26, Stayner, ON L0M 1S0	F-004593-SPV-301-518
308329	1036 Gilead Rd	Cleave Energy Holdings Ltd.	1036 Gilead Road, Bloomfield, ON K0K 1G0	F-001582-SPV-130-502
308330	13644 Loyalist Pkwy	Cleave Energy Holdings Ltd.	13644 Loyalist Parkway, Prince Edward, ON K0K 2T0	F-001602-SPV-130-502
308328	15860 Loyalist Pkwy	Cleave Energy Holdings Ltd.	15860 Loyalist Parkway, Prince Edward, ON K0K 1G0	F-000916-SPV-130-502
308322	162 Fish Lake Rd	Cleave Energy Holdings Ltd.	162 Fish Lake Road, Demorestville, ON K0K 1W0	F-000984-SPV-130-502
308323	1944 County Rd #5	Cleave Energy Holdings Ltd.	1944 County Road 5, Picton, ON K0K 2T0	F-001083-SPV-130-502
308324	247 Kingsley Rd	Cleave Energy Holdings Ltd.	247 Kingsley Road, Picton, ON K0K 2T0	F-000915-SPV-130-502
308327	3154 County Rd 1	Cleave Energy Holdings Ltd.	3154 County Road 1, Bloomfield, ON K0K 1G0	F-001594-SPV-130-502
308321	473 South Big Island Rd	Cleave Energy Holdings Ltd.	473 South Big Island Road, Prince Edward, ON K0K 1W0	F-000985-SPV-130-502
308326	553 County Rd 22	Cleave Energy Holdings Ltd.	553 County Road 22, Picton, ON K0K 2T0	F-000922-SPV-130-502
286597	Beaverton	Gengrowth Energy LP	B1830 Concession Road 11 Beaverton, L0K 1A0	F-003841-SPV-211-702
286598	Colborne	Gengrowth Energy LP	495 County Road 25, Colborne, ON K0K 1S0	F-003830-SPV-211-702
286603	Crowley Line	Gengrowth Energy LP	1209 Crowley Line, Peterborough, ON K9J 6X7	F-004572-SPV-301-712
286604	Highway 134	Gengrowth Energy LP	2721 Hwy 134, Douro, ON K0L 1S0	F-004571-SPV-301-712
286602	Kings Warf	Gengrowth Energy LP	332 Kings Wharf Road, Lindsay, ON K9V 4R3	F-006075-SPV-310-722
286599	McGregor	Gengrowth Energy LP	238 Neil McGreggor Road, Grafton, K0K 2G0	F-003824-SPV-211-702
286601	Old Nordwood	Gengrowth Energy LP	3161 Old Norwood Road, Peterborough, ON K9J 6X8	F-004567-SPV-301-712

Project ID	Project Name	Seller	Project Address	FIT Contract Identification Number
286600	Thorah	Gengrowth Energy LP	33935 Thorah Sideroad, Beaverton, ON L0K 1A0	F-003834-SPV-211-702
286551	Ironside	Grasshopper Solar FIT Projects Inc.	100 Ironside, Brampton, ON L7A 0E4	F-004559-SPV-301-518
308738	G1	GreenLife Solar Projects Inc.	2882 Shelter Valley Road, Alnwick/Haldimand ON K0K 2G0	F-004684-SPV-301-712
308744	G10	GreenLife Solar Projects Inc.	1707 Bessie Ave N, Trent Lakes, ON K0M 1A0	F-004686-SPV-301-712
308745	G12	GreenLife Solar Projects Inc.	171 Isaac Road, Alnwick/Haldimand ON K0K 2H0	F-004685-SPV-301-712
308746	G14	GreenLife Solar Projects Inc.	3155 Lakeshore Road, Port Hope, ON L1A 3V7	F-006081-SPV-310-722
308747	G15	GreenLife Solar Projects Inc.	1024 Peterborough County Road 36, Trent Lakes, ON K0M 1A0	F-006039-SPV-310-722
308748	G16	GreenLife Solar Projects Inc.	25 Anderson Road, Havelock-Belmont-Methuen, ON K0L 1Z0	F-006078-SPV-310-722
308749	G17	GreenLife Solar Projects Inc.	2262 County Road 44, Havelock-Belmont-Methuen, ON K0L 2H0	F-006084-SPV-310-722
308750	G18	GreenLife Solar Projects Inc.	1312 Crowley Line, Otonabee-South Monaghan ON K9J 6X7	F-004683-SPV-301-712
308751	G19	GreenLife Solar Projects Inc.	6330 Ganaraska Road, Port Hope, ON L0A 1B0	F-006082-SPV-310-722
308739	G2	GreenLife Solar Projects Inc.	1474 County Road 507 Buckhorn, Trent Lakes, ON K0L 1J0	F-006040-SPV-310-722
308752	G24	GreenLife Solar Projects Inc.	4811 Harwood Road, Baltimore, ON K0K 2E0	F-006083-SPV-310-722
308740	G3	GreenLife Solar Projects Inc.	14603 Highway 62, Madoc ON K0K 2K0	F-004668-SPV-301-712
308741	G5	GreenLife Solar Projects Inc.	1234 Asphodel 6th Line, Asphodel-Norwood, ON K0L 1Y0	F-006036-SPV-310-722
308742	G6	GreenLife Solar Projects Inc.	58 Moore Road, Alnwick/Haldimand ON K0K 1M0	F-006087-SPV-310-722

Project ID	Project Name	Seller	Project Address	FIT Contract Identification Number
308743	G7	GreenLife Solar Projects Inc.	2161 Blezard Line, Otonabee-South Monaghan, ON K0L 2B0	F-004682-SPV-301-712
308676	1759 Highway 43	GSC Southlake Solar LP	1759 Ontario 43, Smiths Falls, ON K7A 5B8	F-004723-SPV-301-712
308677	203 Acton Drive	GSC Southlake Solar LP	203 Acton Drive, Montague, ON K7A 5B8	F-004726-SPV-301-712
308678	2884 Main Street	GSC Southlake Solar LP	2884 Main Street, Greater Sudbury, ON P0M 1E0	F-004747-SPV-301-712
308755	313 Pipeline Rd	GSC Southlake Solar LP	313 Pipeline Road, Cramahe, ON K0K 1M0	F-006106-SPV-310-722
308680	3134 Main Street	GSC Southlake Solar LP	3134 Main Street, Greater Sudbury, ON P0M 1E0	F-006105-SPV-310-722
308679	3189 Vern Drive	GSC Southlake Solar LP	3189 Vern Drive, Sudbury, ON P0M 1E0	F-004739-SPV-301-712
308629	382 Quesnel Road	GSC Southlake Solar LP	382 Quesnel Road, West Nipissing, ON P2B 2V8	F-004750-SPV-301-712
308630	420 Quesnel Road	GSC Southlake Solar LP	420 Quesnel Road, West Nipissing, ON P2B 2V9	F-004752-SPV-301-712
308631	580 Quesnel Road	GSC Southlake Solar LP	580 Quesnel Road, West Nipissing, ON P2B 2V9	F-004754-SPV-301-712
308756	8010 Stonehouse Rd	GSC Southlake Solar LP	8010 Stone House Road, Port Hope, ON L0A 1B0	F-006236-SPV-310-722
308636	84 Quesnel Road E	GSC Southlake Solar LP	83 Garden Village Road, Sturgeon Falls, ON P2B 2W5	F-004743-SPV-301-712
308632	84 Quesnel Road W	GSC Southlake Solar LP	83 Garden Village Road, Sturgeon Falls, ON P2B 2W5	F-004742-SPV-301-712
308754	Fire Route 53	GSC Southlake Solar LP	3 Fire Route 53, Havelock, ON K0L 1Z0	F-006232-SPV-310-722
308641	Le Blanc	GSC Southlake Solar LP	2694 Highway 7, Otonabee / Indian River, ON K0L 2B0	F-004729-SPV-301-712
308634	Wellington	GSC Southlake Solar LP	5994 Wellington Road 24, Hillsburgh ON N0B 1Z0	F-004737-SPV-301-712
308667	Meaford	GSC SPN 4 Projects LP	206497 Highway 26, Meaford, ON N4L 1W7	F-006863-SPV-402-538
308668	Welland	GSC SPN 4 Projects LP	180-200 Fitch Street, Welland, ON L3C 2S2	F-006833-SPV-402-538

Project ID	Project Name	Seller	Project Address	FIT Contract Identification Number
286552	Howard	Howard Avenue Solar Inc.	7826 Howard Avenue McGregor, ON M9A 6Z6	F-002374-SPV-130-502
308737	Dekoning	HSSW Limited Partnership	136 Dartmoor Road, Sebright, ON L0K 1W0	F-007219-SPV-402-732
308736	Hopkins	HSSW Limited Partnership	19 Somerville Con 3, Fenelon Falls, ON K0M 1N0	F-007354-SPV-402-732
308734	Sterrenburg	HSSW Limited Partnership	2674 County Road 42, Stayner, ON L0M 1S0	F-007299-SPV-402-537
308735	Van den Hurk	HSSW Limited Partnership	2141 Sideroad 3/4, RR#1, New Lowell, ON L0M 1N0	F-007311-SPV-402-537
286545	120 McLevin	ICM Realty Group Solar 2013 Inc.	120 McLevin Avenue, Toronto, ON M1B 3E9	F-003904-SPV-211-508
286544	140/150 McLevin	ICM Realty Group Solar 2013 Inc.	140 McLevin Avenue, Toronto, ON M1B 3E9	F-003908-SPV-211-508
286586	1717 Oxford St. E., London ON, N5V 2Z5	LDREC SPN LP	1717 Oxford Street East, London, ON N5V 2Z5	F-006056-SPV-310-528
286585	2200 Wharncliffe Road S., London ON, N6P 1L1	LDREC SPN LP	2200 Wharncliffe Road South, London, ON N6P 1L1	F-006057-SPV-310-528
286584	2449 Dundas St. E, London ON, N5V 3C8	LDREC SPN LP	2449 Dundas Street, London, ON N5V 3C8	F-006055-SPV-310-528
286579	330 Sovereign Rd., London ON, N6M 1A8	LDREC SPN LP	330 Sovereign Road, London, ON N6M 1A8	F-006049-SPV-310-528
286580	363 Sovereign Rd., London ON, N6M 1A3	LDREC SPN LP	363 Sovereign Road, London, ON N6M 1A3	F-006050-SPV-310-528
286581	570 Industrial Rd London ON, N5V 1V1	LDREC SPN LP	570 Industrial Road, London, ON N5V 1V1	F-006051-SPV-310-528
286587	760 Wharncliffe Rd S London N6J 2N4	LDREC SPN LP	760 Wharncliffe Road South, London, ON N6J 2N4	F-006054-SPV-310-528
286582	85 Midpark Rd London ON, N6N 1B2	LDREC SPN LP	85 Midpark Road, London, ON N6N 1B2	F-006052-SPV-310-528
308683	38 Stephenson Road 8 W	Rising Sun Community Power Corp.	38 Stephenson 8 Road East, Huntsville, ON P0B 1M0	F-006256-SPV-310-722

Project ID	Project Name	Seller	Project Address	FIT Contract Identification Number
308684	970 Old Muskoka Road	Rising Sun Community Power Corp.	970 Old Muskoka Road, Huntsville, ON P1H 2J2	F-006276-SPV-310-722
286594	129 Erie Street South, Leamington	SPN LP 1	129 Erie Street South, Leamington, ON N8H 3B5	F-006330-SPV-310-527
286570	1724 County Rd 20 Leamington	SPN LP 1	1724 ESSEX Road, Wheatley, ON N8H 3V7	F-006303-SPV-310-528
286569	1755 Sylvestre Drive, Tecusmeh	SPN LP 1	1755 Sylvestre Drive, Tecumseh, ON N8N 2L9	F-006328-SPV-310-528
286593	24 Oak Street East. Leamington	SPN LP 1	24 Oak Street, Leamington, ON N8H 2C1	F-006289-SPV-310-528
286574	2627 Temple Dr.,Windsor	SPN LP 1	2627 Temple Drive, Windsor, ON N8W 5E5	F-006321-SPV-310-528
286591	2720 St. Etienne Blvd., Windsor	SPN LP 1	2720 St. Etienne Boulevard, Windsor, ON N8W 5B1	F-006322-SPV-310-528
286573	370 Erie St. East, Windsor	SPN LP 1	370 Erie St. East, Windsor, ON N9A 3X3	F-006319-SPV-310-528
286592	55 Talbot Street West, Leamington	SPN LP 1	55 Talbot Street West, Leamington, ON N8H 1M5	F-006284-SPV-310-528
308672	111 Sherwood Drive	SPN LP 10	111 Sherwood Drive, Brantford, ON N3T 6J9	F-007279-SPV-402-538
308673	320 North Park St.	SPN LP 10	320 North Park Street, Brantford, ON N3R 4L3	F-007369-SPV-402-538
308670	55 Plant Farm Blvd.	SPN LP 10	55 Plant Farm Boulevard, Brantford, ON N3S 7W2	F-007239-SPV-402-538
308675	600 Wall Street	SPN LP 10	600 Wall Street Wallaceburg, ON N8A 3H9	F-007298-SPV-402-538
308674	635 Tecumseh Rd. West	SPN LP 10	635 Tecumseh Road, West Windsor, ON N8X 1H4	F-007339-SPV-402-538
308671	75 Plant Farm Blvd.	SPN LP 10	75 Plant Farm Boulevard, Brantford, ON N3S 7W2	F-007289-SPV-402-538
308662	20682 Hurontario Street	SPN LP 14	20682 Hurontario Street, Caledon, ON L7K 1X1	F-007155-SPV-402-538
308663	354 Tiffin Street	SPN LP 14	354 Tiffin Street, Barrie, ON L4N 9W7	F-007357-SPV-402-538
308664	649 South Service Rd.	SPN LP 14	649 South Service Road, Grimsby, ON L3M 4E8	F-007274-SPV-402-538

Project ID	Project Name	Seller	Project Address	FIT Contract Identification Number
308665	93 Healey Rd.	SPN LP 14	93 Healey Road, Caledon, ON L7E 5R2	F-007306-SPV-402-538
308646	265 Industrial Road	SPN LP 15	265 Industrial Road, Cambridge, ON N3H 4R9	F-007150-SPV-402-538
308644	305 Industrial Road	SPN LP 15	305 Industrial Road, Cambridge, ON N3H 4R7	F-007143-SPV-402-538
286564	11 Dansk Crt, Etobicoke	SPN LP 3	11 Dansk Court, Toronto, ON M9W 5N6	F-006017-SPV-310-528
286562	1212 North Street, Dresden	SPN LP 3	1212 North Street, Dresden, ON N0L 1M0	F-004666-SPV-301-518
286553	1295 North Service Road, Burlington	SPN LP 3	1295 North Service Road, Burlington, ON L7P 3A7	F-004606-SPV-301-518
286559	1389 Advance Rd., Oakville	SPN LP 3	1389 Advance Road, Oakville, ON L6L 6L1	F-004627-SPV-301-518
286558	1390 Advance Road, Oakville	SPN LP 3	1390 Advance Road, Oakville, ON L6L 6L6	F-004614-SPV-301-518
286561	196 Erie Street North., Wheatley	SPN LP 3	196 Erie Street North, Wheatley, ON N0P 2P0	F-004665-SPV-301-518
286566	2333 Wyecroft Rd., Oakville	SPN LP 3	2333 Wyecroft Road, Oakville, ON L6L 6L4	F-006032-SPV-310-528
286555	25 Museum Dr., Orillia	SPN LP 3	25 Museum Drive, Orillia, ON L3V 7T9	F-004676-SPV-301-518
286568	275 Victoria St., St. Marys	SPN LP 3	275 Victoria Street, St. Marys, ON N4X 1C6	F-006021-SPV-310-528
286565	30 Curtis Ave. North, Paris	SPN LP 3	30 Curtis Avenue North, Paris, ON N3L 3V3	F-006030-SPV-310-528
286556	329 Parkside Dr., Waterdown	SPN LP 3	329 Parkside Drive, Hamilton, ON L0R 2H1	F-004628-SPV-301-518
286567	405 Eastport Blvd, Hamilton	SPN LP 3	405 Eastport Boulevard, Hamilton, ON L8H 7S3	F-006027-SPV-310-528
286563	49 Bond Ave, Chatham	SPN LP 3	49 Bond Avenue, Chatham-Kent, ON N0P 2L0	F-004674-SPV-301-518
286588	565 Richmond St., Chatham	SPN LP 3	565 Richmond Street, Chatham-Kent, ON N7M 1R2	F-006007-SPV-310-528
286560	600 Gillard St., Wallaceburg	SPN LP 3	600 Gillard Street, Chatham-Kent, ON N8A 4Z5	F-004664-SPV-301-518

Project ID	Project Name	Seller	Project Address	FIT Contract Identification Number
286554	666 Burnhamthorpe Road, Etobicoke	SPN LP 3	666 Burnhamthorpe Road, Toronto, ON M9C 2Z4	F-004609-SPV-301-518
286557	71 City View Drive, Toronto	SPN LP 3	71 City View Drive, Toronto, ON M9W 5A5	F-004611-SPV-301-518
286590	107 & 109 Greenock Street East, Port Dover	SPN LP 4	107 & 109 Greenock Street East, Port Dover, ON N0A 1N0	F-006299-SPV-310-528
286577	192 Mary Street, Brantford	SPN LP 4	192 Mary Street, Brantford, ON N3S 3C2	F-006316-SPV-310-528
286572	2100 Main St Val Caron	SPN LP 4	2100 Main Street, Val Caron, ON P3N 1S7	F-004797-SPV-301-518
286595	24 Norfolk Street Simcoe	SPN LP 4	24 Norfolk Street, Simcoe, ON N3Y 5C6	F-006290-SPV-310-528
286575	25 Oriole Pkwy., Elmira	SPN LP 4	25 Oriole Parkway East, Woolwich, ON N3B 1B6	F-006302-SPV-310-528
286578	46 Zatonski Ave., Brantford	SPN LP 4	46 Zatonski Avenue, Brantford, ON N3V 1G1	F-006317-SPV-310-528
286576	490 Elgin St., Brantford	SPN LP 4	490 Elgin Street, Brantford, ON N3S 7P8	F-006308-SPV-310-528
286589	80 Second Ave West, Simcoe	SPN LP 4	80 Second Avenue West, Simcoe, ON N3Y 2P3	F-006291-SPV-310-528
286571	54 Parkway Ave., Markham	SPN LP 5	54 Parkway Avenue, Markham, ON L3P 2G4	F-004787-SPV-301-518

SCHEDULE "C"
ADDITIONAL CONTRACTS

1. The Spark C&I Agreement.

2. The FAAN Agreement.

3. VCOM License Agreement dated October 15, 2025 between meteocontrol North America, Inc. and the Receiver, as amended and restated, to the extent it relates to the Purchased Assets.

SCHEDULE "D"
FORM OF INTERIM PERIOD ADJUSTMENT STATEMENT

See attached.

C&I Portfolio	Amount ($CAD)	
Interim Period Receipts		
C&I Revenue Receipts	$[●]	
Interim Period Receipts	$[●]	[a]
Interim Period Operating Expenses		
Spark Interim Period Operating Expenses	$[●]	
FAAN Interim Period Operating Expenses	$[●]	
Spark and FAAN Interim Period Fees	$[●]	[b]
FAAN Flow-Through Charges	$[●]	
Lease Payments	$[●]	
Insurance	$[●]	
LDC Fees	$[●]	
Employees & Contractors	$[●]	
Operating General & Administrative	$[●]	
Other	$[●]	
Other Interim Period Operating Expenses	$[●]	[c]
Interim Period Operating Expenses	$[●]	[b] + [c] = [d]
Interim Period Adjustment Amount	$[●]	[a] + [d] = [e]
Interim Period Profit	$[●]	[e] > 0
Interim Period Loss	$[●]	[e] < 0

APPENDIX "I"
RESIDENTIAL EQUITY PURCHASE AGREEMENT (REDACTED)

[See attached]

EQUITY PURCHASE AGREEMENT
(RESIDENTIAL PORTFOLIO)

BETWEEN

ALVAREZ & MARSAL CANADA INC., solely in its capacity as court-appointed receiver and manager of all of the assets, undertakings and properties of the Debtors, and not in its personal or corporate capacity

as Receiver

- and -

Skyline Clean Energy Limited Partnership, by its general partner, Skyline Clean Energy GP Inc.
as Buyer

July 24, 2026

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EQUITY PURCHASE AGREEMENT (RESIDENTIAL PORTFOLIO)

THIS AGREEMENT is made as of July 24, 2026.

BETWEEN:

> **ALVAREZ & MARSAL CANADA INC.**, solely in its capacity as court-appointed receiver and manager of all of the assets, undertakings and properties of the Debtors, and not in its personal or corporate capacity (in such capacity, the "**Receiver**")
>
> - and -
>
> **Skyline Clean Energy Limited Partnership, by its general partner, Skyline Clean Energy GP Inc.**, a partnership formed under the laws of the Province of Ontario (the "**Buyer**")

RECITALS:

A. On September 23, 2025, upon application by the Agent and the Lenders under section 243(1) of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**") and section 101 of the *Courts of Justice Act* (Ontario) (the "**Receivership Proceedings**"), Alvarez & Marsal Canada Inc. was appointed as receiver and manager of (i) all of the assets, undertakings and properties of the Debtors, and (ii) the Residential Redirected Account pursuant to an Order (Appointing Receiver) (as amended on October 14, 2025 and as it may be further amended from time to time, the "**Receivership Order**") of the Ontario Superior Court of Justice (Commercial List) (the "**Court**").

B. On February 27, 2026, the Court granted an Order (the "**Sale Process Approval Order**"), among other things, authorizing the Receiver to undertake a sale process (the "**Sale Process**") to solicit proposals for one or more sale, investment, recapitalization, refinancing, restructuring or other transactions in respect of the Grasshopper Business and Property (as defined in the Sale Process), and authorizing and directing the Receiver and Scotia Capital Inc. to implement the Sale Process pursuant to its terms.

C. Pursuant to the Sale Process Approval Order and subject to the issuance of the Approval and Reverse Vesting Order by the Court, the Receiver, on behalf of the Sellers, has agreed to sell, convey, assign and transfer to the Buyer, and the Buyer has agreed to purchase, the Purchased Assets, on the terms and subject to the conditions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement,

(a) "**Action**" means, with respect to any Person, any Claim, counterclaim, crossclaim, action, suit, cause of action, demand, complaint, right of recovery, lawsuit, litigation or proceeding of such Person, and the proceeds of any judgment, order or decree issued or made in respect thereof;

(b) "**Additional Retained Contracts**" has the meaning given to such term in Section 3.1(e);

(c) "**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, in each case, whether directly or indirectly through one or more intermediaries, and "control" and any derivation thereof means the control by one Person of another Person in accordance with the following: a Person ("**A**") controls another Person ("**B**") where A has the power to determine the management and policies of B by contract or status (for example, the status of A being the general partner of B) or by virtue of beneficial ownership of a majority of the voting interests in B; and for certainty and without limitation, if A owns shares to which are attached more than 50% of the votes permitted to be cast in the election of directors (or other Persons performing a similar role) of B, then A controls B for this purpose;

(d) "**Agent**" means Deutsche Bank Trust Company Americas, in its capacity as collateral agent and administrative agent under the Credit Agreement;

(e) "**Agreement**" means this Equity Purchase Agreement and all attached Exhibits and Schedules, in each case as the same may be supplemented, amended, restated or replaced from time to time in accordance with the terms hereof, and the expressions "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions referred to in this Agreement and all attached Schedules and unless otherwise indicated, references to Articles, Sections and Schedules are to Articles, Sections and Schedules in this Agreement;

(f) "**Applicable Law**" means any domestic or foreign statute, law (including the common law), ordinance, rule, regulation, restriction, by-law (zoning or otherwise), order, or any consent, exemption, approval or licence of any Governmental Authority, that applies in whole or in part to the Transaction, the Sellers, the Residential Entities, the Receiver, the Buyer, the Purchased Assets, the Retained Assets or the Retained Liabilities;

(g) "**Approval and Reverse Vesting Order**" means an approval and reverse vesting order of the Court, that approves this Agreement and the Transaction and orders,

among other things, that at Closing: (i) all right, title and interest of the Sellers in and to the Purchased Equity Interests shall be transferred to and vested in the Buyer or its designee(s), free and clear of all Claims and Encumbrances; (ii) all right, title and interest in and to the Residential Redirected Account shall be transferred to and vested in the Buyer or its designee, free and clear of all Claim and Encumbrances; (iii) the Residential Entities shall retain the Retained Assets, free and clear of all Encumbrances other than Retained Liabilities and Permitted Encumbrances; and (iv) the Excluded Assets and the Excluded Liabilities shall be transferred to and vested in ResidualCo;

(h) "**BIA**" has the meaning given to such term in Recital A;

(i) "**Business Day**" means any day except Saturday, Sunday or any day on which the principal commercial banks are generally not open for business during normal banking hours in the City of Toronto;

(j) "**Buyer**" has the meaning given to such term in the preamble to this Agreement;

(k) "**C&I Portfolio**" means the portfolio of commercial and industrial solar electricity generation projects owned and operated by certain Affiliates of the Debtors;

(l) "**C&I Portfolio Transaction**" has the meaning given to such term in Section 7.1(c);

(m) "**C&I Portfolio Transaction Agreement**" has the meaning given to such term in Section 7.1(c);

(n) "**Claims**" means all debts, obligations, expenses, costs, damages, losses, actions, liabilities, Encumbrances, accounts payable, indebtedness, rights, entitlements and claims of any kind or nature whatsoever (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured or due or not yet due, in law or in equity and whether based in statute or otherwise);

(o) "**Closing**" means the completion of the Transaction at the Closing Time;

(p) "**Closing Cash**" has the meaning given to such term in Section 3.2(b);

(q) "**Closing Date**" means the date upon which all of the conditions to Closing have been satisfied or waived in accordance with the terms of this Agreement;

(r) "**Closing Documents**" means all contracts, agreements, acknowledgments, documents and instruments required by this Agreement to be delivered at or before the Closing;

(s) "**Closing Time**" means the time set forth on the Receiver's Certificate or such other time on the Closing Date as the Parties may agree to in writing that the Closing Time shall take place, acting reasonably;

(t) "**Contract**" means any contract, agreement, lease, sublease, license, sublicense, sale order, purchase order, instrument, or other commitment, whether written or oral, that is binding on any Person or any part of its property under Applicable Law;

(u) "**Court**" has the meaning given to such term in Recital A;

(v) "**Credit Agreement**" means the second amended and restated credit agreement dated June 29, 2023, between, among others, GSC Solar Fund I LP and GSC Solar Fund II LP, as borrowers, the Agent and the Lenders, as amended, restated or modified from time to time;

(w) "**Cure Costs**" means the aggregate amount, if any, required to cure monetary defaults of the Residential Entities existing as at Closing under those Retained Contracts that (i) by their terms require the consent, approval or waiver of any counterparty in connection with the Transaction or the change of control of the Residential Entities, or (ii) are Property Leases, in each case other than defaults arising solely by reason of the insolvency of any Seller, the commencement of the Receivership Proceedings or the appointment of the Receiver, or any non-monetary obligation, calculated net of any amounts owing to the applicable Residential Entity under the same Retained Contract. For greater certainty, no amount shall constitute a Cure Cost in respect of any Retained Contract that neither requires such consent, approval or waiver nor is a Property Lease;

(x) "**Debtors**" means the Debtors under the Receivership Order from time to time, which Debtors as of the date of this Agreement are 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.;

(y) "**Deposit**" has the meaning given to such term in Section 4.2(a);

(z) "**Designated Projects**" means the Purchased Projects set forth on the list delivered by the Receiver and agreed to by the Buyer concurrently with the execution of this Agreement;

(aa) "**Disclaimed Project**" has the meaning given to such term in Section 3.5;

(bb) "**Encumbrance**" means any lien, mortgage, charge (including any charge granted by the Court in the Receivership Proceedings), hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, right of first refusal, encumbrance, claim, trust, deemed or statutory trust, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property, or adverse claim of any nature or kind and shall include all "**Encumbrances**" as such term is defined in the Approval and Reverse Vesting Order;

(cc) "**Environmental Law**" means any Applicable Law concerning pollution or protection of the environment, including all those relating to the use, production,

generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or clean-up of any hazardous material, toxic substance, pollutant or hazardous waste defined or regulated as such under any Applicable Law;

(dd) "**Equity Interest**" means, with respect to any Person, any share, partnership interest, limited partnership interest, membership interest, unit, participation or other equity interest in such Person, and any option, warrant, security or other right convertible into or exercisable or exchangeable for, any of the foregoing;

(ee) "**Estimated Purchase Price**" has the meaning given to such term in Section 4.2(b);

(ff) "**ETA**" means Part IX of the *Excise Tax Act* (Canada);

(gg) "**Excluded Action**" has the meaning given to such term in Section 8.13;

(hh) "**Excluded Assets**" has the meaning given to such term in Section 3.2;

(ii) "**Excluded Bank Accounts**" has the meaning given to such term in Section 3.2(c);

(jj) "**Excluded Liabilities**" has the meaning given to such term in Section 3.4;

(kk) "**Excluded Projects**" has the meaning given to such term in Section 3.2(a);

(ll) "**Excluded Receipts**" has the meaning given to such term in Section 3.2(d);

(mm) "**Former Service Provider Action**" means any existing or future Action of the Residential Entities or the Receiver against or in respect of Grasshopper Solar Corporation, Grasshopper Solar Asset Management Inc., or any shareholder, director, officer, principal, employee, representative or advisor of Grasshopper Solar Corporation or Grasshopper Solar Asset Management Inc., in each case arising from or relating to any act, omission, circumstance or matter existing or occurring on or prior to the Closing (whether or not commenced as at the Closing), but excluding any Action arising solely from acts or omissions first occurring after the Closing;

(nn) "**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, court, judicial body, arbitral body or other law, rule or regulation-making entity:

(i) having jurisdiction over the Receiver, the Sellers, the Residential Entities, the Buyer, the Purchased Assets, the Retained Assets or the Retained Liabilities on behalf of any country, province, state, region, municipality, township, locality or other geographical or political subdivision thereof; or

(ii) exercising or entitled to exercise any administrative, judicial, legislative, regulatory or taxing authority or power;

(oo) "**GST/HST**" means all goods and services tax and harmonized sales tax imposed under the ETA (including, for greater certainty, any provincial component of such harmonized sales tax), and any other similar statute enacted by the provinces or territories of Canada;

(pp) "**ICA**" means the *Investment Canada Act* (Canada) and the regulations promulgated thereunder;

(qq) "**including**" and "**includes**" shall be interpreted on an inclusive basis and shall be deemed to be followed by the words "**without limitation**";

(rr) "**Insurance Policies**" means all contracts of insurance, insurance policies and insurance plans of the Receiver, the Debtors or any Affiliates of the Debtors, including property, commercial general liability insurance, recall insurance, umbrella insurance, directors' and officers' insurance, fiduciary liability insurance, employment practices liability insurance and group term life insurance, and including any tail or run-off insurance policies in respect of any of the foregoing, and including any and all rights to make Claims thereunder;

(ss) "**Interim Period**" means (i) with respect to Interim Period Receipts, the period commencing on August 1, 2026 and ending at 11:59 p.m. on the day immediately preceding the Closing Date, and (ii) with respect to Interim Period Operating Expenses, the period commencing on July 1, 2026 and ending at 11:59 p.m. on the day immediately preceding the Closing Date;

(tt) "**Interim Period Adjustment Amount**" means the amount by which Interim Period Receipts exceed Interim Period Operating Expenses, if positive, or by which Interim Period Operating Expenses exceed Interim Period Receipts, if negative;

(uu) "**Interim Period Adjustment Statement**" means a written statement prepared by the Receiver substantially in the form set forth on Schedule "E" to this Agreement;

(vv) "**Interim Period Loss**" means the amount by which Interim Period Operating Expenses exceed Interim Period Receipts;

(ww) "**Interim Period Operating Expenses**" means all amounts actually disbursed by the Receiver or the Residential Entities during the Interim Period in respect of the ordinary-course operating costs and expenses arising from or relating to the ownership, operation or use of the Purchased Projects during the Interim Period, including ordinary-course payments in respect of service providers (including the Spark and FAAN Interim Period Fees and fees and expenses in respect of corrective maintenance), utilities, Landlords (including the full amount of all lease payments made to Landlords during the Interim Period pursuant to Property Leases), homeowners and other counterparties under the Contracts, but excluding Cure Costs, transaction fees and expenses, restructuring costs, fees and expenses incurred in connection with the Receivership Proceedings or the Transaction, and any other non-ordinary-course costs or expenses; provided that such expenses shall

not include any expenses incurred by the Receiver in connection with the collection of any Excluded Receipts collected in relation to Section 3.2(d)(ii);

(xx) "**Interim Period Profit**" means the amount by which Interim Period Receipts exceed Interim Period Operating Expenses;

(yy) "**Interim Period Receipts**" means all revenues, payments, proceeds, collections and other receipts actually received by the Receiver or the Residential Entities during the Interim Period arising from or relating to the ownership, operation or use of the Purchased Projects (net of GST/HST or other Taxes paid or remitted pursuant to Applicable Law), but excluding Excluded Receipts, insurance proceeds not arising in the ordinary course, Tax refunds and any other non-ordinary-course receipts;

(zz) "**Landlord**" means, with respect to each Property Lease, the Person that is the landlord or lessor under such Property Lease;

(aaa) "**Lenders**" means Deutsche Bank AG, Canada Branch and The Bank of Nova Scotia, in their capacities as lenders under the Credit Agreement;

(bbb) "**Mailboxes**" means, collectively, (i) the mailbox located at 6045 Creditview Road, Unit 392, Mississauga, Ontario, and (ii) the mailbox located at 5935 Airport Road, Suite 210, Mississauga, Ontario, in each case at which mail in respect of the Residential Entities is received;

(ccc) "**Non-Disclosure Agreement**" means the non-disclosure agreement between the Receiver and the Buyer (or its Affiliate) dated March 13, 2026;

(ddd) "**Operating Receipts**" means all revenues, payments, proceeds, collections or other receipts arising from the operation of the Purchased Projects;

(eee) "**Outside Date**" means September 30, 2026, as such date may be extended pursuant to Section 4.2(b) (if applicable), or such later date as the Parties may agree to in writing;

(fff) "**Parties**" means the Receiver and the Buyer collectively, and "**Party**" means either the Receiver or the Buyer, as applicable;

(ggg) "**Permitted Claimant**" has the meaning given to such term in Section 8.13;

(hhh) "**Permitted Encumbrances**" shall have the meaning given to such term in the Approval and Reverse Vesting Order;

(iii) "**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or other entity however designated or constituted;

(jjj) "**Property Lease**" means, with respect to each Purchased Project, the real property lease between the Landlord, as landlord, and the applicable Seller, as tenant, with respect to the real property on which such Purchased Project is situated;

(kkk) "**Purchase Price**" has the meaning given to such term in Section 4.1;

(lll) "**Purchased Assets**" means the Purchased Equity Interests and the Residential Redirected Account;

(mmm) "**Purchased Equity Interests**" means, collectively, the Purchased Residential I LP Equity Interests and the Purchased Residential II LP Equity Interests;

(nnn) "**Purchased Projects**" means the solar electricity generation projects listed on Schedule "A" to this Agreement, and "Purchased Project" means any of them;

(ooo) "**Purchased Project Site**" means, with respect to each Purchased Project, the real property site at which such Purchased Project is situated;

(ppp) "**Purchased Residential I LP Equity Interests**" means all Equity Interests of Residential I LP owned by GSC Solar Fund I LP or GSC Solar Leasing GP Inc.;

(qqq) "**Purchased Residential II LP Equity Interests**" means all Equity Interests of Residential II LP owned by GSC Solar Fund II LP or GSC Solar Leasing II GP Inc.;

(rrr) "**Receiver**" has the meaning given to such term in the preamble to this Agreement;

(sss) "**Receiver's Certificate**" means the certificate, substantially in the form attached to the Approval and Reverse Vesting Order, to be delivered by the Receiver to evidence the Closing of the Transaction;

(ttt) "**Receivership Order**" has the meaning given to such term in Recital A;

(uuu) "**Receivership Proceedings**" has the meaning given to such term in Recital A;

(vvv) "**Reconciliation Period**" means the period commencing on the Closing Date and ending on the date that is 120 days following the Closing Date;

(www) "**Retained Actions**" has the meaning given to such term in Section 3.1(n);

(xxx) "**Retained Assets**" has the meaning given to such term in Section 3.1;

(yyy) "**Retained Bank Accounts**" has the meaning given to such term in Section 3.1(b);

(zzz) "**Retained Contracts**" means the Property Leases and the Additional Retained Contracts, and "**Retained Contract**" means any of them;

(aaaa) "**Retained Equipment**" has the meaning given to such term in Section 3.1(a);

(bbbb) "**Residential Entities**" means GSC Solar Leasing LP and GSC Solar Leasing II LP;

(cccc) "**Residential I LP**" means GSC Solar Leasing LP;

(dddd) "**Residential II LP**" means GSC Solar Leasing II LP;

(eeee) "**Residential Redirected Account**" means bank account number 03132-1011808 at Royal Bank of Canada;

(ffff) "**ResidualCo**" means: (a) with respect to any Excluded Assets or Excluded Liabilities of Residential I LP, GSC Solar Leasing GP Inc.; and (b) with respect to any Excluded Assets or Excluded Liabilities of Residential II LP, GSC Solar Leasing II GP Inc., or such other Debtor(s) as may be designated by the Receiver and set forth in the Receiver's Certificate;

(gggg) "**Retained Liabilities**" has the meaning given to such term in Section 3.3;

(hhhh) "**Sale Process**" has the meaning given to such term in Recital B;

(iiii) "**Sale Process Approval Order**" has the meaning given to such term in Recital B;

(jjjj) "**Sanctions**" has the meaning given to such term in Section 6.10;

(kkkk) "**Sellers**" means, collectively, GSC Solar Fund I LP, GSC Solar Leasing GP Inc., GSC Solar Fund II LP and GSC Solar Leasing II GP Inc. and "**Seller**" means any of them;

(llll) "**Seller Released Parties**" has the meaning given to such term in Section 8.11;

(mmmm) "**Solar Equipment**" means all solar photovoltaic panels, electrical cables, transformers, inverters, meters, monitoring systems, batteries, energy storage systems, brackets, mounting structures, racking systems, support structures, ballasts, grounding equipment, and all other materials, machinery, apparatus, components, parts, accessories, and ancillary equipment, used or intended to be used in connection with the generation, conversion, transmission, storage, or monitoring of solar energy;

(nnnn) "**Spark**" means Spark Power Renewables Canada Inc.;

(oooo) "**Spark and FAAN Interim Period Fees**" has the meaning given to such term in Section 8.7(c);

(pppp) "**Spark Residential Agreement**" means the Operation and Maintenance Agreement (Residential Portfolio) dated September 29, 2025, between Spark and the Receiver;

(qqqq) "**Tax**" and "**Taxes**" means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of a similar nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding, payroll, health, transfer, value added, alternative, or add on minimum tax including GST/HST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority including any installment payments, interest, penalties, fines or other additions associated therewith, whether or not disputed;

(rrrr) "**Tax Act**" means the *Income Tax Act* (Canada), and any other similar statute enacted by the provinces or territories of Canada;

(ssss) "**Tax Returns**" means all returns, information returns, reports, elections, agreements, declarations, or other documents of any nature or kind required to be filed with any applicable Governmental Authority in respect of Taxes;

(tttt) "**Taxing Authority**" means any Governmental Authority, domestic or foreign, having jurisdiction over the assessment, determination, collection, or other imposition of any Tax;

(uuuu) "**Transaction**" means, collectively, the sale and purchase of the Purchased Assets pursuant to this Agreement and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets, including the retention of the Retained Assets and the Retained Liabilities by the Residential Entities and the transfer and vesting of the Excluded Assets and the Excluded Liabilities in and to ResidualCo; and

(vvvv) "**Transfer Taxes**" has the meaning given to such term in Section 8.6(c).

1.2 Schedules and Exhibits

The schedules and exhibits to this Agreement are an integral part of this Agreement.

Schedule	**Description**
Schedule A	Purchased Projects
Schedule B	Retained Bank Accounts
Schedule C	Additional Retained Contracts
Schedule D	Purchase Price Allocation
Schedule E	Form of Interim Period Adjustment Statement

1.3 Statutes

Unless specified otherwise, reference in this Agreement to a statute or regulations refers to that statute or those regulations, as the case may be, as may be amended, or to any restated or successor legislation of comparable effect.

1.4 Headings and Table of Contents

The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

1.5 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.

1.6 Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian dollars.

1.7 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof.

1.8 Entire Agreement

This Agreement, the agreements and other documents required to be delivered pursuant to this Agreement, and the Non-Disclosure Agreement constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as otherwise specifically set forth in this Agreement, any document required to be delivered pursuant to or in respect of this Agreement, and the Non-Disclosure Agreement.

1.9 Waiver, Amendment

Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by all Parties hereto. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

1.10 Governing Law; Jurisdiction and Venue; Dispute Resolution

(a) This Agreement, the rights and obligations of the Parties under this Agreement, and any claim or controversy directly or indirectly based upon or arising out of this Agreement or the Transaction (whether based on contract, tort, or any other theory), including all matters of construction, validity and performance, shall in all respects be governed by, and interpreted, construed and determined in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein (including the BIA), without regard to the conflicts of law principles thereof.

(b) The Parties consent to the exclusive jurisdiction and venue of the Court prior to the termination of the Receivership Proceedings, and thereafter to the Courts of the Province of Ontario, for the resolution of any disputes arising under or in connection with this Agreement.

(c) Each Party agrees that service of process on such Party as provided in Section 12.4 shall be deemed effective service of process on such Party.

ARTICLE 2
PURCHASED ASSETS

2.1 Agreement to Purchase and Sell Purchased Equity Interests

Subject to the terms and conditions of this Agreement, at the Closing Time, the Receiver, on behalf of the Sellers, shall sell, convey, assign and transfer to the Buyer or its designee(s), and the Buyer or its designee(s) shall purchase, acquire and accept, free and clear of all Encumbrances, all of the Sellers' right, title and interest in and to the Purchased Equity Interests.

2.2 Agreement to Purchase and Sell Residential Redirected Account

Subject to the terms and conditions of this Agreement, at the Closing Time, the Receiver shall sell, convey, assign and transfer to the Buyer, and the Buyer shall purchase, acquire and accept, free and clear of all Encumbrances, all right, title and interest in and to the Residential Redirected Account.

ARTICLE 3
RESTRUCTURING OF RESIDENTIAL ENTITIES

3.1 Retained Assets

Pursuant to the Approval and Reverse Vesting Order, at the Closing Time, the Residential Entities shall retain all of their respective assets, property and undertakings except for the Excluded Assets (collectively, the "**Retained Assets**"). Without limiting the generality of the foregoing, the Retained Assets shall include the following:

(a) *Retained Equipment* – the Solar Equipment owned by the Residential Entities that is located at the Purchased Project Sites (the "**Retained Equipment**");

(b) *Retained Bank Accounts* – the bank accounts of the Residential Entities listed on Schedule "B" to this Agreement (collectively, the "**Retained Bank Accounts**");

(c) *Mailboxes* – all right, title and interest of the Residential Entities in and to the Mailboxes, and all associated access rights;

(d) *Property Leases* – all right, title and interest of the Residential Entities in and to the Property Leases;

(e) *Additional Retained Contracts* – all right, title and interest of the Residential Entities or the Receiver in the Contracts listed on Schedule "C" to this Agreement (collectively, the "**Additional Retained Contracts**");

(f) *IT Infrastructure* – any information technology infrastructure, including computers, servers and applications, owned by the Residential Entities;

(g) *Equipment Records* – all operating manuals and documentation relating to the Retained Equipment that is in the physical possession of the Receiver;

(h) *Business Records* – all business and financial records and files of the Residential Entities in the physical possession of the Receiver relating to the Purchased Projects, including the general ledger and accounting records, customer lists, supplier lists, data, operating manuals, plans and specifications;

(i) *Corporate Records* – all corporate and organizational records of the Residential Entities, including constating documents, minute books, corporate seals, Tax Returns, and all other records relating to the internal corporate affairs of the Residential Entities;

(j) *Post-Closing Tax Refunds* – all right, title and interest of the Residential Entities in and to any refund, rebate, incentive or credit relating to Taxes arising from, relating to or allocable to the activities and operations of the Residential Entities from and after the Closing Date;

(k) *Digital Assets and Contact Information* – all websites and website content, domain names, social media accounts and related login credentials, telephone numbers, facsimile numbers and e-mail addresses of the Residential Entities used in the operation of the Purchased Projects;

(l) *Computer Software* – all software and related documentation owned by the Residential Entities relating to the Purchased Projects, including all functional specifications, narrative descriptions, flow charts, operating manuals, training manuals and other related material;

(m) *Prepaid Expenses* – the full benefit of all prepaid expenses and deposits in respect of the Purchased Projects paid by the Residential Entities or the Receiver, on behalf of the Residential Entities, to any Person, including any supplier, public utility, Landlord, Contract counterparty or Governmental Authority;

(n) *Retained Actions* – all right and interest of the Residential Entities in any existing or future Action in favour of the Residential Entities relating to the Property Leases, or constituting or arising from any warranty, indemnity or latent-defect claim in respect of the Retained Equipment, but excluding any Former Service Provider Action (the "**Retained Actions**"); and

(o) *Governmental Authorizations* – all permits, licences, certificates, approvals, authorizations, registrations and other instruments issued by any Governmental Authority relating to the Purchased Projects, to the extent transferable under Applicable Law.

3.2 Excluded Assets

Pursuant to the Approval and Reverse Vesting Order, at the Closing Time, all of the following assets of the Residential Entities, as applicable, shall be transferred to, vested in and assumed by ResidualCo (the "**Excluded Assets**"):

(a) *Excluded Projects* – all assets, properties and undertakings of the Residential Entities relating to solar electricity generation projects that are not Purchased Projects (collectively, the "**Excluded Projects**"), including any Solar Equipment and any real property leases relating to Excluded Projects;

(b) *Closing Cash* – all cash and cash equivalents held by the Residential Entities or the Receiver, on behalf of the Residential Entities, at the Closing Time (collectively, the "**Closing Cash**"), including all cash or cash equivalents held in the Residential Redirected Account at the Closing Time (and including, for greater certainty, all cash and cash equivalents arising from operations during the Interim Period);

(c) *Excluded Bank Accounts* – all bank accounts of the Residential Entities, or the Receiver on behalf of the Residential Entities, that are not Retained Bank Accounts (the "**Excluded Bank Accounts**");

(d) *Excluded Receipts* – all revenues, payments, proceeds, collections or other receipts arising from or relating to: (i) the ownership, operation or use of the Purchased Projects that are received prior to August 1, 2026; (ii) the Designated Projects that are received during the Interim Period or the Reconciliation Period but which relate to the ownership, operation or use of the Designated Projects for the period prior to July 1, 2026; (iii) the ownership, operation or use of Excluded Projects, whether received prior to, on or following the Closing Date; (iv) any Excluded Assets, whether received prior to, on or following the Closing Date; and (v) refunds, rebates, incentives or credits relating to Taxes allocable to the activities and operations of the Residential Entities prior to the Closing Date, whether received prior to, on or following the Closing Date (collectively, the "**Excluded Receipts**");

(e) *Contracts* – all Contracts other than the Retained Contracts;

(f) *Rights under this Agreement* – the Receiver's rights under this Agreement, the Closing Documents and the Transaction, including, for greater certainty, all cash or other consideration that is paid in satisfaction of the Purchase Price;

(g) *Insurance Policies* – all Insurance Policies and all rights thereunder, including the right to recover any insurance proceeds;

(h) *Actions* – all right and interest of the Residential Entities or the Receiver in (i) any Former Service Provider Action, and (ii) any other existing or future Action that relates to acts, omissions, transactions, events or circumstances arising or occurring prior to Closing, other than the Retained Actions;

(i) *Retainers* –all rights in respect of any retainers paid by the Residential Entities or the Receiver, on behalf of the Residential Entities, to professional service providers in connection with the Receivership Proceedings, the Sale Process or the Transaction, but excluding, for greater certainty, any Prepaid Expenses, utility deposits, Landlord deposits or other operating deposits or prepaid amounts relating to the Purchased Projects; and

(j) *Shareholder and Partnership Agreements* – other than the Additional Retained Contracts, all existing shareholder agreements, partnership agreements, limited partnership agreements, co-ownership agreements and similar organizational arrangements to which any Residential Entity is a party or by which it is bound.

3.3 Retained Liabilities

Pursuant to the Approval and Reverse Vesting Order, at the Closing Time, the Residential Entities shall retain and shall remain obligated from and after Closing to pay or otherwise satisfy the following liabilities and obligations (collectively, the "**Retained Liabilities**"):

(a) *Obligations under Retained Contracts* – all liabilities and obligations arising under or in respect of the Retained Contracts in respect of performance of the Retained Contracts from and after the Closing Date;

(b) *Cure Costs* – all Cure Costs in respect of the Retained Contracts;

(c) *Post-Closing Obligations Relating to Retained Assets* – all liabilities and obligations pertaining to the ownership or use of the Retained Assets from and after Closing, including any liabilities and obligations arising under Environmental Laws; and

(d) *Post-Closing Tax Obligations* – all liabilities and obligations of the Residential Entities for Taxes arising from, relating to or allocable to the activities and operations of the Residential Entities from and after the Closing Date (including any Taxes to be paid or remitted in respect of revenues, payments, proceeds, collections or other receipts actually received by the Residential Entities after the Closing Date that arise from or relate to the operation of the Purchased Projects prior to, on or following the Closing Date).

3.4 Excluded Liabilities

At the Closing Time, all Claims and Encumbrances against the Residential Entities or the Retained Assets, other than the Retained Liabilities (collectively, the "**Excluded Liabilities**"), shall be transferred to, vested in and assumed by ResidualCo pursuant to the Approval and Reverse Vesting Order and, from and after the Closing Time, the Residential Entities shall have no obligation to pay or perform the Excluded Liabilities. Without limiting the generality of the foregoing, the Excluded Liabilities shall include:

(a) *Intercompany Obligations* – any debt, liability or obligation owing by any Residential Entity to any Affiliate or any direct or indirect shareholder of such Residential Entity;

(b) *Trade Obligations* – any debt, liability or obligation owing by a Residential Entity or the Receiver to any trade vendor or service provider under any Contract that is not a Retained Contract;

(c) *Funded Indebtedness* – any indebtedness for borrowed money owing by a Residential Entity, including any debt, liability or obligation under the Credit Agreement or any related security or other documents securing or evidencing obligations under the Credit Agreement;

(d) *Excluded Assets* – all debts, liabilities and obligations relating to the Excluded Assets prior to, on and after the Closing Date; and

(e) *Pre-Closing Tax Obligations* – all liabilities and obligations of the Residential Entities for Taxes that are, or become, due and payable in respect of any period, or portion of a period, ending on or before the Closing Date, including, for greater certainty: (i) all Taxes in respect of any income, profits or gains arising, accruing or allocable to any such period (whether or not arising from operations, and including any income, profits or gains allocable to the partners of the Residential Entities); and (ii) any Tax that becomes payable as a result of an income inclusion arising in such a period from the settlement, forgiveness, release or non-assumption of any intercompany or other obligation in connection with the Transaction.

3.5 Disclaimed Projects

From the date of this Agreement until the Closing Date, the Receiver shall be permitted, with the prior written consent of the Buyer, to disclaim any solar electricity generation project operated by the Residential Entities (a "**Disclaimed Project**"), including any Disclaimed Project otherwise listed herein as a Purchased Project. Upon its disclaimer, such Disclaimed Project shall automatically constitute an Excluded Project for all purposes of this Agreement. For greater certainty, there shall be no adjustment to the Purchase Price as a result of the designation of any Disclaimed Project.

3.6 As is, Where is

THE BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PURCHASED ASSETS AND THE RETAINED ASSETS ARE ACQUIRED, AND THE RETAINED LIABILITIES ARE RETAINED BY THE BUYER, ON AN "AS IS, WHERE IS" BASIS AS THEY SHALL EXIST AT THE CLOSING TIME WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT TO THE PURCHASED ASSETS, THE RETAINED ASSETS OR THE RETAINED LIABILITIES, AND WITHOUT ANY RECOURSE TO THE SELLERS OR THE RECEIVER OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS, REPRESENTATIVES OR ADVISORS. THE BUYER AGREES TO ACCEPT THE PURCHASED ASSETS, THE RETAINED ASSETS AND THE RETAINED LIABILITIES IN THE CONDITION, STATE AND LOCATION THEY ARE IN ON THE CLOSING DATE BASED ON THE BUYER'S OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE SELLERS OR THE RECEIVER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. Unless specifically stated in this Agreement, the Buyer acknowledges and agrees that no representation, warranty, term or condition, understanding or collateral agreement, whether statutory, express or implied, oral or written, legal, equitable, conventional, collateral or otherwise, is being given by the Sellers or the Receiver in this Agreement or in any instrument furnished in connection with this Agreement, as to description, fitness for purpose, sufficiency to carry on any business, merchantability, quantity, condition, quality, title, value, suitability, durability, environmental condition, assignability or marketability thereof, or in respect of any other matter or thing whatsoever, and all of the same are expressly excluded. The provisions of this Section 3.6 shall survive and not merge on Closing.

ARTICLE 4
PURCHASE PRICE AND RELATED MATTERS

4.1 Purchase Price

The total consideration payable by the Buyer to the Receiver, on behalf of the Sellers, for the Purchased Assets is equal to: (a) $[redacted], *minus* (b) the Interim Period Profit, if any, *plus* (c) the Interim Period Loss, if any, as finally determined in accordance with Section 8.7 (the "**Purchase Price**").

4.2 Satisfaction of the Purchase Price

(a) The Buyer has paid to the Receiver, pursuant to the Sale Process Approval Order, $[redacted] (the "**Deposit**") as a deposit towards the Purchase Price, to be held by the Receiver and to be applied against the Purchase Price or returned to the Buyer, as the case may be, in accordance with the terms and conditions of this Agreement.

(b) The Purchase Price shall be satisfied on the Closing Date by: (i) the Deposit being irrevocably released to the benefit of the Receiver, on behalf of the Sellers, and

applied against the Purchase Price; and (ii) the Buyer paying to the Receiver, on behalf of the Sellers, an amount of cash via wire transfer of immediately available funds to an account designated in writing by the Receiver at least two (2) Business Days prior to the Closing Date equal to the Purchase Price less the Deposit, as such Purchase Price is adjusted by the Receiver's good faith estimate of the Interim Period Adjustment Amount delivered pursuant to Section 8.7(d) (the "**Estimated Purchase Price**"). The Buyer may, in its sole discretion, by written notice to the Receiver five (5) days prior to the Outside Date, extend the Outside Date up to one (1) time for a period of thirty (30) days; provided however, that if the Buyer exercises such right, it shall pay to the Receiver an additional $[redacted] forming part of the Deposit.

4.3 Purchase Price Allocation

The Purchase Price shall be allocated between the Purchased Residential I LP Equity Interests and the Purchased Residential II LP Equity Interests in the manner set out in Schedule "D" to this Agreement. Such allocation shall be binding on the Parties, and the Buyer and the Receiver, on behalf of the Sellers, shall report the Purchase Price and the sale of the Purchased Equity Interests, and file all returns and filings necessary or desirable under the Tax Act to give effect to such allocation, and shall not take any position or action inconsistent with such allocation.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE RECEIVER

The Receiver represents and warrants to the Buyer as follows, and acknowledges that the Buyer is relying upon the following representations and warranties in connection with the Transaction:

5.1 Existence of the Receiver

The Receiver is duly organized and validly existing under the laws of its jurisdiction of organization.

5.2 Existence of the Residential Entities

Each of the Residential Entities is a limited partnership duly formed and organized under the laws of the Province of Ontario and has not been dissolved or terminated.

5.3 Due Authorization and Enforceability of Obligations

Subject to the granting and terms of the Approval and Reverse Vesting Order: (a) the Receiver has the power, authority and capacity to enter into and perform its obligations under this Agreement; (b) the execution and delivery of this Agreement and the consummation of the Transaction by the Receiver have been duly authorized; (c) this Agreement constitutes a valid and binding obligation of the Receiver enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

5.4 Purchased Equity Interests

(a) The Purchased Residential I LP Equity Interests constitute all of the issued and outstanding Equity Interests of Residential I LP. GSC Solar Fund I LP and GSC Solar Leasing GP Inc. are, and immediately prior to the Closing Time will be, the sole registered and beneficial owners of the Purchased Residential I LP Equity Interests. Subject to the granting of the Approval and Reverse Vesting Order, the applicable Sellers will transfer the Purchased Residential I LP Equity Interests to the Buyer or its designee(s), free and clear of all Claims and Encumbrances.

(b) The Purchased Residential II LP Equity Interests constitute all of the issued and outstanding Equity Interests of Residential II LP. GSC Solar Fund II LP and GSC Solar Leasing II GP Inc. are, and immediately prior to the Closing Time will be, the sole registered and beneficial owners of the Purchased Residential II LP Equity Interests. Subject to the granting of the Approval and Reverse Vesting Order, the applicable Sellers will transfer the Purchased Residential II LP Equity Interests to the Buyer or its designee(s), free and clear of all Claims and Encumbrances.

5.5 No Other Representations and Warranties

Notwithstanding anything else contained in this Agreement, except for the representations and warranties contained in this Article 5, none of the Receiver, the Sellers nor any other Person on behalf of the Receiver or the Sellers makes any representation or warranty, express or implied, with respect to the Receiver, the Sellers, the Purchased Assets, the Retained Assets, the Retained Liabilities or the Transaction.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to the Receiver as follows, and acknowledges that the Receiver is relying upon the following representations and warranties in connection with the Transaction:

6.1 Existence

The Buyer is duly organized and validly existing under the laws of its jurisdiction of organization.

6.2 Due Authorization and Enforceability of Obligations

The Buyer has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement have been duly authorized by all necessary action of the Buyer. This Agreement has been duly executed and delivered by the Buyer and constitutes a valid and binding obligation of the Buyer enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization and similar laws affecting creditors generally and by general principles of equity.

6.3 Absence of Conflicts

The Buyer is not a party to, bound or affected by or subject to any provision in its articles, by-laws or other constating documents or, subject to Section 6.4, Applicable Laws, approvals, franchises, orders, certificates, consents, directives, notices, licences, permits, variances, registrations or other rights issued, granted or given by or from any Governmental Authority that would be violated, breached by, or under which any default would occur or with notice or the passage of time would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any Closing Documents to be entered into or delivered under the terms and conditions of this Agreement, except for any violations, breaches or defaults that would not have a material and adverse effect on the ability of the Buyer to consummate the Transaction.

6.4 Approvals and Consents

Subject to mutual determination by the Parties as to whether notification is required pursuant to Part IX of the *Competition Act* (Canada), no material authorization, consent or approval of, or filing with or notice to, any Governmental Authority or any other Person is required in connection with the execution, delivery or performance of this Agreement by the Buyer or any of the Closing Documents to be executed and delivered by the Buyer hereunder or otherwise in connection with the Transaction.

6.5 Investment Canada Act

At the Closing Time, the Buyer is not a non-Canadian within the meaning of the ICA.

6.6 Financing

The Buyer has, or will have at the Closing, sufficient cash on hand or other sources of immediately available funds to enable it to pay the Purchase Price and consummate the Transaction.

6.7 Informed and Sophisticated Buyer

The Buyer is an informed and sophisticated buyer and has engaged expert advisors and is experienced in the evaluation and purchase of the assets of distressed enterprises as contemplated hereunder. The Buyer has undertaken such investigations and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement.

6.8 Diligence

The Buyer acknowledges and agrees that: (a) it is purchasing the Purchased Assets, and the Residential Entities are retaining the Retained Assets and the Retained Liabilities, on an "**as is, where is**" basis; (b) it has relied upon its own independent review, investigation and inspection of the documents and information made available by or on behalf of the Sellers or the Receiver for the purpose of the Transaction, as well as of the Purchased Assets, the Retained Assets and the Retained Liabilities; (c) except as expressly set forth in this Agreement, it is not relying upon any written or oral statements, documents, information, representations, promises, warranties or

guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Purchased Assets, the Retained Assets, the Retained Liabilities or the Transaction; and (d) the obligations of the Buyer under this Agreement are not conditional upon any additional due diligence. Nothing in this Section 6.8 limits the Buyer's reliance on the express representations, warranties, covenants and agreements of the Receiver set out in this Agreement. The provisions of this Section 6.8 shall survive and not merge on Closing.

6.9 Litigation

There are no Claims, arbitration or legal, administrative or other proceedings or investigations by any Governmental Authority pending or, to the knowledge of the Buyer, threatened against or relating to the Buyer which, if adversely determined, would reasonably be expected to: (a) prohibit, restrict or enjoin the completion of the Transaction; (b) prevent the Buyer from paying the Purchase Price to the Receiver; or (c) delay, restrict or prevent the Buyer from fulfilling any of its obligations set out in this Agreement.

6.10 Sanctions

None of the Buyer, any of its subsidiaries or, to the knowledge of the Buyer, any director, officer, agent, employee, Affiliate or representative of the Buyer or any of its subsidiaries is, or is controlled or 50% or more owned by or is acting on behalf of, a Person currently the subject of applicable economic sanctions including those administered or enforced by the government of Canada, the United States of America, or the United Kingdom (collectively, "**Sanctions**"). None of the Buyer or any of its subsidiaries is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions. To the Buyer's knowledge, neither it nor any of its subsidiaries has engaged in any dealings or transactions with or for the benefit of a Person subject to Sanctions.

6.11 No Brokers

No agent, broker, Person or firm acting on behalf of the Buyer is, or will be, entitled to any commission or brokers' or finders' fees from the Buyer or from any Affiliate of the Buyer, in connection with any of the transactions contemplated by this Agreement.

ARTICLE 7
CONDITIONS

7.1 Conditions for the Benefit of the Buyer and the Receiver

The respective obligations of the Buyer and the Receiver to consummate the Transaction are subject to the satisfaction of, or compliance with, at or prior to the Closing Time, each of the following conditions, which conditions are for the benefit of both the Buyer and the Receiver and may only be waived, in whole or in part, by both the Buyer and the Receiver:

(a) no provision of any Applicable Law and no judgment, injunction, order or decree that prohibits the consummation of the Transaction shall be in effect;

(b) the Approval and Reverse Vesting Order shall have been granted and shall not have been stayed, varied (except with the consent of the Receiver and the Buyer) or vacated; and

(c) all of the conditions to closing of the transaction with respect to the C&I Portfolio (the "**C&I Portfolio Transaction**") set forth in the transaction agreement dated as of the date hereof between the Receiver and the Buyer (the "**C&I Portfolio Transaction Agreement**") shall have been satisfied or waived in accordance with the terms of the C&I Portfolio Transaction Agreement, and the Transaction and the C&I Portfolio Transaction shall be consummated concurrently.

7.2 Conditions for the Benefit of the Buyer

The obligation of the Buyer to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Buyer of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Buyer):

(a) the representations and warranties of the Receiver set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;

(b) the covenants contained in this Agreement to be performed by the Receiver at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

(c) the Buyer shall have received a certificate confirming the satisfaction of the conditions contained in Sections 7.2(a) and 7.2(b), signed for and on behalf of the Receiver without personal liability by an authorized representative of the Receiver, in each case in form and substance reasonably satisfactory to the Buyer;

(d) the Receiver shall have delivered to the Buyer certificates evidencing the Purchased Equity Interests duly endorsed in blank for transfer, or accompanied by irrevocable unit transfer powers duly executed in blank, in each case, by the holder of record; and

(e) the Buyer shall have received all other Closing Documents required pursuant to this Agreement to be delivered by the Receiver on Closing in form and substance reasonably satisfactory to the Buyer.

7.3 Conditions for the Benefit of the Receiver

The obligation of the Receiver to consummate the Transaction is subject to the satisfaction of, or compliance with, or waiver by the Receiver of, at or prior to the Closing Time, each of the following conditions (each of which is acknowledged to be for the exclusive benefit of the Receiver):

(a) the representations and warranties of the Buyer set forth in this Agreement shall be true and correct in all material respects at the Closing Time with the same force and effect as if made at and as of such time;

(b) the covenants contained in this Agreement to be performed by the Buyer at or prior to the Closing Time shall have been performed in all material respects as at the Closing Time;

(c) the Receiver shall have received a certificate confirming the satisfaction of the conditions contained in Sections 7.3(a) and 7.3(b) signed for and on behalf of the Buyer without personal liability by an executive officer of the Buyer or other Person reasonably acceptable to the Receiver, in each case in form and substance reasonably satisfactory to the Receiver;

(d) the Receiver shall have received certified copies of: (i) the constating documents of the Buyer; (ii) resolutions of the board of directors (or equivalent governing body) of the Buyer approving the entering into of this Agreement and the completion of the Transaction; and (iii) a list of the officers and directors of the Buyer authorized to sign agreements together with their specimen signatures;

(e) the Receiver shall have received a certificate of status, compliance, good standing or like certificate with respect to the Buyer issued by the appropriate Governmental Authority of its jurisdiction of incorporation or formation;

(f) the Receiver, on behalf of the Sellers, shall have received the entirety of the Purchase Price; and

(g) the Receiver shall have received all other Closing Documents required pursuant to this Agreement to be delivered by the Buyer on Closing in form and substance reasonably satisfactory to the Receiver.

7.4 No Frustration of Closing Conditions

Neither the Buyer nor the Receiver may rely on the failure of any condition to their respective obligations to consummate the Transaction set forth in Sections 7.1 to 7.3, as the case may be, to be satisfied if such failure was caused by such Party's or its Affiliates' failure to use commercially reasonable efforts to satisfy the conditions to the consummation of the Transaction or by any other breach of a representation, warranty or covenant of such Party hereunder.

ARTICLE 8
ADDITIONAL AGREEMENTS OF THE PARTIES

8.1 Access to Information

(a) Until the Closing Time, the Receiver, on behalf of the Sellers, shall give to the Buyer's personnel engaged in the Transaction and their accountants, legal advisers, consultants and representatives reasonable access to the books and records related to the Purchased Equity Interests, the Retained Assets and the Retained Liabilities,

in all cases during normal business hours, and shall furnish them with all such information relating to the Purchased Equity Interests, the Retained Assets and the Retained Liabilities as the Buyer may reasonably request in connection with the Transaction. Notwithstanding anything in this Section 8.1 to the contrary, any such access shall be conducted upon reasonable advance notice and in such manner as does not materially disrupt the conduct of the operations at the Purchased Projects. Notwithstanding the foregoing, the Receiver shall not be required to disclose any information, records, files or other data to the Buyer where such disclosure would: (i) be prohibited by any Applicable Laws; (ii) have the effect of causing the waiver of any applicable privilege; or (iii) cause significant competitive harm to the Residential Entities, the Sellers or the Purchased Projects if the Transaction is not consummated. Notwithstanding the foregoing, prior to Closing, without the prior written consent of the Receiver (which consent shall not be unreasonably withheld), the Buyer shall not contact any of the counterparties to the Property Leases or any other Retained Contracts, any landlords, any suppliers or any Governmental Authorities having jurisdiction over the Purchased Projects.

(b) The Receiver may retain copies of all books and records included in the Retained Assets to the extent necessary or useful for the administration of the Receivership Proceedings (or any subsequent bankruptcy or wind-down of any of the Sellers), the filing of any Tax Return, any Tax audit, or for compliance with any Applicable Law or the terms and conditions of this Agreement.

(c) Upon reasonable prior notice to the Buyer, the Receiver and any bankruptcy trustee appointed in respect of a Seller shall have access to, and the right to copy, at their own expense and in all cases during normal business hours, all books and records included in the Retained Assets for purposes of the Receivership Proceedings (or any subsequent bankruptcy of any of the Sellers), the filing of any Tax Return, any Tax audit or compliance with any Applicable Law or the terms and conditions of this Agreement. From time to time following the Closing at the request of any Seller, the Receiver or any bankruptcy trustee appointed in respect of any Seller, the Buyer shall make available during normal business hours knowledgeable employees to co-operate with such parties and respond to information requests, provided that such requests will be limited to reasonable requests for information or assistance that will not reasonably be expected to materially interfere with the day-to-day duties or activities of such employees and shall be at the sole expense of the requesting Person. Notwithstanding the foregoing, the Buyer shall not be required to disclose any information, records, files or other data to the Receiver where such disclosure would: (i) be prohibited by any Applicable Laws; or (ii) have the effect of causing the waiver of any applicable privilege.

(d) The Buyer shall be liable for any and all Claims whatsoever caused by or in any way arising out of any access to the Purchased Projects or the Retained Assets by the Buyer or its personnel, accountants, legal advisers, consultants or representatives pursuant to this Section 8.1.

8.2 Buyer Information for Consents

The Buyer shall using commercially reasonable efforts, at the Receiver's request, furnish the Receiver with copies of such documents and information with respect to the Buyer and its designee(s), including financial information, as the Receiver may reasonably request in connection with obtaining any consents, approvals, permits or authorizations contemplated by this Agreement, including in connection with any motion for the Approval and Reverse Vesting Order.

8.3 Further Assurances

(a) Each of the Parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use commercially reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement. Upon and subject to the terms and conditions of this Agreement and subject to the directions of the Court to the Parties, the Parties shall use their commercially reasonable efforts to take or cause to be taken all actions and to do or cause to be done all things necessary, proper or advisable under Applicable Laws to consummate and make effective the Transaction, including using commercially reasonable efforts to satisfy the conditions precedent to the obligations of the Parties hereto.

(b) Without limiting Sections 8.1 and 8.2, from the date of this Agreement until the date that is 90 days following the Closing Date, or such shorter period as the Parties may reasonably agree, the Receiver shall cooperate in good faith with the Buyer's commercially reasonable efforts to transition the administration and collection functions of the Purchased Projects, including with respect to legacy mailbox access and forwarding arrangements, Landlord and local distribution company payment-direction updates, and bank, deposit and cheque-processing transition steps, in each case solely to the extent within the Receiver's control and subject to Applicable Law, contractual or other third-party requirements, available information and the Receiver's court-supervised duties and obligations in the Receivership Proceedings; provided that nothing in this Section shall require the Receiver to incur material unreimbursed cost, assume ongoing operational responsibility after Closing, commence or continue litigation, or take any action that would, in the Receiver's reasonable judgment, prejudice or delay any discharge application or otherwise be inconsistent with the Receivership Order, the Approval and Reverse Vesting Order or any other Order of the Court.

8.4 Regulatory Approvals

The Buyer shall use reasonable best efforts to obtain any authorization, consent or approval of, and to make any filing with or notice to, any Governmental Authority or other Person that is required to be obtained or made by the Buyer in connection with the execution, delivery or performance of this Agreement or the completion of the Transaction.

8.5 Purchased Projects

From and after the date of this Agreement until August 1, 2026, the Receiver shall not, and shall cause the Residential Entities not to, without the prior written consent of the Buyer, directly or indirectly sell, assign, transfer, convey, dispose of, relinquish, abandon, disclaim or otherwise divest themselves of any right, title or interest in or to any Purchased Project, or enter into any agreement, commitment or arrangement to do any of the foregoing, or take any other action the effect of which would be to materially impair the Buyer's expected interest in any Purchased Project.

8.6 Tax Matters

(a) The Buyer and the Receiver agree to use commercially reasonable efforts to furnish or cause to be furnished to each other, as promptly as practicable, such information and assistance relating to the Purchased Assets, the Retained Assets and the Retained Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other required or optional filings relating to Tax matters, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution of any suit or other proceedings relating to Tax matters and for the answer to any inquiry of a Governmental Authority relating to Tax matters.

(b) For purposes of any Tax Return related to the Transaction (including, for greater certainty, any Tax election), the Buyer and, to the extent applicable, the Receiver, on behalf of the Sellers, agree to report the Transaction in a manner consistent with the Purchase Price allocation determined in accordance with Section 4.3, and the Buyer and the Receiver shall not voluntarily take any action inconsistent therewith in any such Tax Return, refund claim, litigation or otherwise, unless required by Applicable Laws. The Buyer and the Receiver, on behalf of the Sellers, shall each be responsible for the preparation of their own Tax Returns.

(c) All amounts payable by the Buyer to the Receiver pursuant to this Agreement are exclusive of any GST/HST, or any other federal, provincial, state or local or foreign value-added, sale, use, consumption, multi-staged, ad valorem, personal property, customs, excise, stamp, transfer, land or real property transfer, or similar Taxes, duties, or charges, or any recording, registration or filing fees or similar charges that are imposed by reason of the sale, transfer, assignment and delivery of the Purchased Assets (collectively, "**Transfer Taxes**"). All Transfer Taxes resulting from the purchase and sale of the Purchased Assets are the responsibility of and for the account of the Buyer, but only to the extent required by Applicable Law. For greater certainty, the Buyer's obligation in respect of Transfer Taxes expressly excludes any income, profits or capital gains Taxes, and any Taxes on gains arising on the sale of the Purchased Equity Interests, none of which shall constitute Transfer Taxes or be the responsibility of, or payable by, the Buyer. The Buyer and the Receiver will cooperate in a commercially reasonable manner to: (i) determine the amount of Transfer Taxes payable in connection with the Transaction; (ii) minimize Transfer Taxes; and (iii) prepare and file any and all required Tax

Returns for or with respect to such Transfer Taxes with any and all appropriate Taxing Authorities.

8.7 Closing Cash and Interim Period Adjustment

(a) The Parties agree that Closing Cash is an Excluded Asset for purposes of the Transaction. Accordingly, the Receiver shall, on or prior to Closing, use its best efforts to transfer all Closing Cash to one or more bank accounts of the Receiver that are not Retained Bank Accounts. To the extent that any Closing Cash is not transferred to the Receiver on or prior to Closing or remains in a Retained Bank Account or the Residential Redirected Account following Closing, the Buyer shall cause the Residential Entities to transfer such Closing Cash to the Receiver as soon as practicable following Closing.

(b) It is the intention of the Parties that, as between themselves, the economic benefit and burden of the ownership and operation of the Purchased Projects during the Interim Period shall be for the account of the Buyer.

(c) Not less than five (5) Business Days prior to the anticipated Closing Date, the Receiver shall obtain from each of Spark and FAAN, an invoice for all of their respective fees and expenses that relate solely to the operation and management of the Purchased Projects during the Interim Period (collectively, the "**Spark and FAAN Interim Period Fees**"). The Receiver shall pay the Spark and FAAN Interim Period Fees on or prior to the Closing Date; provided that the aggregate of such fees and expenses of FAAN for any full calendar month during the Interim Period shall not exceed $86,400.00 (excluding GST/HST and flow-through charges) (pro rated for any partial month) with respect to the total monthly fees and expenses from FAAN, without the Buyer's prior written consent, and any amounts in excess of such cap that are not approved by the Buyer shall not constitute Interim Period Operating Expenses. Except as required by Applicable Law, any Project Agreement or any Order of the Court, or in the case of emergency corrective maintenance reasonably necessary to protect life, safety or material property, the Receiver and the Sellers shall not cause or permit Spark to undertake any non-ordinary-course expenditure in respect of the Purchased Projects during the period between execution of this Agreement and the Closing Date, including any corrective maintenance that is reasonably expected to exceed $50,000 (excluding GST/HST) for the Purchased Projects in the aggregate, without the prior written consent of the Buyer (not to be unreasonably withheld, conditioned or delayed); provided that, in the case of any such emergency corrective maintenance, the Receiver shall give the Buyer prompt written notice with reasonable detail and the anticipated cost.

(d) Not less than five (5) Business Days prior to the anticipated Closing Date, the Receiver shall prepare and deliver to the Buyer a provisional Interim Period Adjustment Statement setting out in reasonable detail its good faith estimate of: (i) the Interim Period Receipts; (ii) the Interim Period Operating Expenses; and

(iii) the Interim Period Adjustment Amount, together with reasonable supporting detail.

(e) The Purchase Price payable on Closing shall be adjusted by the Receiver's good faith estimate of the Interim Period Adjustment Amount delivered pursuant to Section 8.7(d).

(f) Within sixty (60) days following the Closing Date (or such later date as the Receiver may advise is required for the Receiver to obtain from third parties and review all necessary information), the Receiver shall prepare and deliver to the Buyer a final Interim Period Adjustment Statement setting out in reasonable detail the actual Interim Period Receipts, Interim Period Operating Expenses and Interim Period Adjustment Amount, together with reasonable supporting documentation.

(g) The Buyer shall have ten (10) Business Days following receipt to review the final Interim Period Adjustment Statement and provide written notice to the Receiver of any objections thereto. If the Buyer does not deliver written notice of objection within such ten (10) Business Day period, the final Interim Period Adjustment Statement shall be deemed accepted. If the Buyer delivers written notice of objection, the Parties shall negotiate in good faith and use commercially reasonable efforts to resolve any disputed items within ten (10) Business Days after the Receiver's receipt of such notice. Any disputed items that cannot be resolved by the Parties shall be referred to the Court for adjudication.

(h) Within five (5) Business Days following the final determination of the Interim Period Adjustment Amount and the corresponding final determination of the Purchase Price: (i) if the final Purchase Price is greater than the Estimated Purchase Price paid by the Buyer on the Closing Date, the Buyer shall pay the difference to the Receiver; and (ii) if the final Purchase Price is less than the Estimated Purchase Price paid by the Buyer on the Closing Date, the Receiver shall refund the difference to the Buyer.

(i) During the Reconciliation Period:

(i) any Excluded Receipts received by the Residential Entities, the Buyer or its designee(s) shall be received and held in trust for, and remitted to, the Receiver;

(ii) any Operating Receipts in respect of the operation of the Purchased Projects that are received by the Receiver or the Sellers from and after the Closing Date shall be received and held in trust for, and remitted to, the Residential Entities or as the Buyer may direct, unless such Operating Receipts (x) constitute Excluded Receipts, or (y) are otherwise reflected in the Interim Period Adjustment Amount, in which case the Receiver shall be entitled to retain such Operating Receipts; and

(iii) the Buyer shall reimburse the Receiver for any expense paid by the Receiver or the Sellers from and after the Closing Date that relates to the Interim

Period and would otherwise constitute an Interim Period Operating Expense, but for the fact that such expense was not paid by the Receiver or the Sellers, as applicable, until following the Interim Period and accordingly was not reflected in the Interim Period Adjustment.

(j) The Receiver and the Buyer (on behalf of itself and the Residential Entities) shall promptly inform the other Party of any receipt or expense during the Reconciliation Period that is remittable or reimbursable pursuant to Section 8.7(i). Any amount to be remitted or reimbursed by the Receiver or the Buyer (on behalf of itself and the Residential Entities) to the other Party pursuant to Section 8.7(i) shall: (i) if arising prior to the date on which the Receiver delivers the final Interim Period Adjustment Statement pursuant to Section 8.7(f), be included as an adjustment in such final Interim Period Adjustment Statement; or (ii) if arising following the date on which the Receiver delivers the final Interim Period Adjustment Statement pursuant to Section 8.7(f), be promptly remitted or reimbursed by the applicable Party within ten (10) Business Days of the date on which the applicable receipt was received or expense was incurred.

(k) Following the final determination of the Purchase Price and payment by the Buyer or Receiver, as applicable, under Section 8.7(h), neither the Receiver and the Sellers, on the one hand, nor the Residential Entities, the Buyer and its designee(s), on the other hand, shall have any further obligation under this Section 8.7 after the Reconciliation Period to determine, collect, remit or account for any Operating Receipts, Interim Period Receipts, Interim Period Operating Expenses, Excluded Receipts or any other receipts or expenses, other than to remit any amount required under Section 8.7(i) in respect of receipts or expenses actually incurred during the Reconciliation Period and not yet remitted or reimbursed.

8.8 Fees and Expenses

Except as expressly provided in this Agreement, all fees and expenses incurred in connection with the negotiation and settlement of this Agreement and the completion of the Transaction, including the fees and disbursements of counsel, financial advisors and accountants, shall be paid by the Person incurring such fees or expenses.

8.9 Receiver's Capacity

Notwithstanding anything else contained herein or elsewhere, the Buyer irrevocably acknowledges and agrees that:

(a) the Receiver is entering into this Agreement and all Closing Documents solely in its capacity as receiver and manager in the Receivership Proceedings and with no personal or corporate liability whatsoever, and the Buyer hereby disclaims any such liability;

(b) the Receiver and its Affiliates, agents, shareholders, officers, directors, partners, employees, legal counsel and advisors shall have no personal or corporate liability of any kind whatsoever, in contract, in tort, at law, in equity or otherwise as a result

of or in any way connected with the Purchased Assets, the Retained Assets, the Retained Liabilities, this Agreement or the Transaction contemplated hereby, including if the Transaction fails to close for any reason whatsoever, provided that nothing in this Section 8.9 shall limit liability from the fraud or wilful misconduct of any such Person as determined by a final, non-appealable order of a court of competent jurisdiction; and

(c) the provisions of this Section 8.9 shall survive the completion of the Transaction and not merge on Closing and shall survive the non-completion and/or termination of this Agreement for any reason.

8.10 Advice and Direction

The Parties acknowledge that the Receiver is entitled (but not required) to seek the advice and directions of the Court in respect of any determination to be made, consent right to be exercised or other action to be taken by the Receiver under this Agreement.

8.11 Release by the Buyer

Effective as of the Closing Time, the Buyer, for and on behalf of itself and its Affiliates, hereby irrevocably releases and forever discharges the Sellers, the Debtors and the Receiver, and each of their respective current officers, directors, employees and professional advisors (including legal and financial advisors) acting in such capacity (the "**Seller Released Parties**"), from any and all Claims, whether or not presently known, that the Buyer and its Affiliates ever had, now have or hereafter may have against any of the Seller Released Parties in their capacity as such and arising out of acts, omissions or circumstances occurring prior to the Closing Time and relating to the Purchased Equity Interests, the Retained Assets, the Retained Liabilities, this Agreement or the Transaction; provided that nothing in this Section 8.11 shall release any Seller Released Party from: (a) any Claim arising from the fraud or wilful misconduct of such Seller Released Party as determined on a final basis by the Court; or (b) any of its obligations pursuant to this Agreement or any Closing Document.

8.12 Status of ResidualCos

Until the earlier of: (a) such time as (i) a replacement general partner has been duly admitted as the general partner of each of Residential I LP and Residential II LP, as applicable, and (ii) each ResidualCo has ceased to be the general partner of Residential I LP and Residential II LP, as applicable; and (b) the first day following the Reconciliation Period, the Receiver shall not, and shall cause each ResidualCo not to, make, file, authorize or consent to any assignment in bankruptcy under the BIA. The Receiver shall not, and shall cause each ResidualCo not to, take any action or commence any proceeding that would reasonably be expected to result in either Residential I LP or Residential II LP making an assignment in bankruptcy under the BIA or otherwise becoming bankrupt under the BIA. Promptly following Closing, the Buyer shall use its best efforts to take such actions and make such filings as are necessary to cause a replacement general partner to be appointed and duly admitted in respect of each of Residential I LP and Residential II LP.

8.13 Excluded Actions

In this Section, "**Excluded Action**" means each Former Service Provider Action and each other Action that forms part of the Excluded Assets. From and after Closing, each Excluded Action may be commenced, continued, prosecuted, settled and enforced only by the Receiver or ResidualCo (or the Receiver on its behalf), or by any successor, assignee or trustee in bankruptcy of ResidualCo to which such Excluded Action is transferred (each a "**Permitted Claimant**"), in the Permitted Claimant's own name. None of the Receiver, ResidualCo, any Permitted Claimant or their respective representatives shall commence, continue, maintain or threaten any Excluded Action in the name of, or by joining, naming or purporting to bind, any Residential Entity, or represent that any Residential Entity is asserting any such Excluded Action, in each case without the Buyer's prior written consent. The Receiver shall ensure that any assignment or transfer of an Excluded Action is made subject to, and conditional on the transferee agreeing in writing to be bound by, this Section 8.13.

ARTICLE 9
COURT ORDERS

9.1 Approval and Reverse Vesting Order

On the Closing Date and pursuant to the Approval and Reverse Vesting Order:

(a) all right, title and interest of the Sellers in and to the Purchased Equity Interests shall be transferred to and vested in the Buyer or its designee(s), free and clear of all Claims and Encumbrances;

(b) all right, title and interest in and to the Residential Redirected Account shall be transferred to and vested in the Buyer or its designee, free and clear of all Claims and Encumbrances;

(c) the Residential Entities shall retain the Retained Assets, free and clear of all Claims and Encumbrances other than the Retained Liabilities and the Permitted Encumbrances; and

(d) the Excluded Assets and the Excluded Liabilities shall be transferred to and assumed by ResidualCo.

9.2 Pursuit of Approval and Reverse Vesting Order

The Receiver and the Buyer will take or cause to be taken all such action and execute and deliver or cause to be executed and delivered to the other such conveyances, transfers, documents and further assurances as may be reasonably necessary or desirable to obtain the Approval and Reverse Vesting Order and to effect the Transaction in such other agreed-upon manner. Without limiting the generality of the foregoing, the Receiver shall seek the Approval and Reverse Vesting Order, and:

(a) the Buyer and its legal counsel shall be given a reasonable opportunity, sufficiently in advance of filing and service in the context of the Receivership Proceedings, to

review and comment on the proposed motion materials, proposed service list and proposed form of Approval and Reverse Vesting Order and related filing package, and to identify additional parties that the Buyer reasonably believes should receive notice, and the Receiver shall consider such comments and any such proposed additions acting reasonably and in good faith;

(b) the Receiver shall serve and file as soon as reasonably practicable following the execution of this Agreement, the motion seeking the Approval and Reverse Vesting Order;

(c) the Buyer agrees that it will promptly take such actions as are reasonably requested by the Receiver to assist in obtaining the Approval and Reverse Vesting Order; and

(d) the Receiver shall use its commercially reasonable efforts to obtain the Approval and Reverse Vesting Order as soon as reasonably practicable.

ARTICLE 10
TERMINATION

10.1 Termination

This Agreement may be terminated at any time prior to Closing as follows:

(a) if Closing does not occur on or before the Outside Date, as such date may be extended by the Buyer in accordance with this Agreement; provided, however, that the Party seeking to terminate this Agreement may not terminate pursuant to this Section 10.1(a) if the non-occurrence of Closing on or by such Outside Date is caused by such Party's failure to perform or comply with any of the covenants, representations, warranties, agreements or conditions hereof to be performed or complied with by such Party on or before the Closing Date;

(b) subject to any approvals required from the Court or otherwise pursuant to the Receivership Proceedings, by mutual written consent of the Receiver and the Buyer;

(c) by either Party, upon written notice to the other, if a Governmental Authority issues an order prohibiting the Transaction contemplated hereby, which order shall have become final;

(d) by the Receiver upon written notice to the Buyer if there has been a material violation or breach by the Buyer of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 7.1 or 7.3 on the Closing Date and such violation or breach has not been waived by the Receiver or cured by the Buyer within five (5) days after written notice thereof from the Receiver, unless the Receiver is in material breach of its obligations under this Agreement;

(e) by the Buyer upon written notice to the Receiver, if there has been a material violation or breach by the Receiver of any covenant, representation or warranty which would prevent the satisfaction of any condition set forth in Section 7.1 or 7.2 on the Closing Date and such violation or breach has not been waived by the Buyer or cured by the Receiver within five (5) days after written notice thereof from the Buyer, unless the Buyer is in material breach of its obligations under this Agreement; and

(f) by the Receiver if: (i) the Receivership Order is stayed, vacated or amended or modified in a manner that prevents or materially impedes the Receiver from completing the Transaction; or (ii) the Court or any other Governmental Authority issues any order, decree or ruling, or takes any other action, that prevents or materially impedes the Receiver from completing the Transaction.

10.2 Effect of Termination

(a) In the event of termination of this Agreement pursuant to Section 10.1, this Agreement shall forthwith become null and void, except as set forth in this Section 10.2 and Article 12, provided that, subject to Section 10.2(b), nothing herein shall relieve any Party from liability for any breach of this Agreement, or impair the right of any Party to compel specific performance by any other Party, of its obligations under this Agreement.

(b) If this Agreement is terminated pursuant to Sections 10.1(a), 10.1(b), 10.1(c), 10.1(e) or 10.1(f), the Receiver shall return the Deposit to the Buyer within ten (10) Business Days following the date of termination of this Agreement, and the return of the Deposit shall be the sole and exclusive remedy of the Buyer in respect of any violation or breach by the Receiver of this Agreement and termination of this Agreement and the Buyer hereby expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which the Buyer may or would otherwise be entitled to as against the Receiver. For greater certainty, if this Agreement is terminated as a result of the Buyer's failure to perform or comply with any covenants, representations, warranties, agreements or conditions set out herein, the Buyer shall forfeit the Deposit, and Section 10.2(c) shall apply.

(c) If this Agreement is terminated pursuant to Section 10.1(d), the Deposit shall be forfeited by the Buyer to, and shall become the sole property of, the Receiver, as liquidated damages and not as a penalty, and such forfeiture shall be the sole and exclusive remedy of the Receiver and its Affiliates against the Buyer and its Affiliates in respect of such termination and the matters giving rise thereto; provided that nothing in this Section 10.2(c) shall limit any Claim arising from the fraud or wilful misconduct of the Buyer or its Affiliates. The Parties agree that the amount of the Deposit constitutes a genuine pre-estimate of the Receiver's liquidated damages as a result of the Closing not occurring. The Buyer hereby waives any claim or defence that the amount of the Deposit is a penalty or is otherwise not a genuine pre-estimate of the Receiver's liquidated damages.

ARTICLE 11
CLOSING

11.1 Location and Time of Closing

The Closing shall take place electronically at the Closing Time, or by such other fashion or at such other place as may be agreed upon in writing by the Parties, in which the closing documentation will be delivered by email exchange of signature pages in PDF or functionally equivalent electronic format, which delivery will be effective without any further physical exchange of the originals or copies of the originals except as otherwise provided in this Agreement.

11.2 Closing Deliveries

(a) At the Closing, the Receiver shall deliver to the Buyer:

(i) the documents required to be delivered by it pursuant to Section 7.2; and

(ii) any other documents reasonably requested by the Buyer in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.

(b) At the Closing, the Buyer shall deliver to the Receiver:

(i) the documents required to be delivered by the Buyer pursuant to Section 7.3; and

(ii) any other documents reasonably requested by the Receiver in order to effect or evidence the consummation of the Transaction or otherwise provided for under this Agreement.

11.3 Post-Closing Asset Deliveries

If, after Closing, any property or assets that constitute Excluded Assets are in the possession of, paid to, delivered to or otherwise received by the Residential Entities, the Buyer or the Buyer's designee(s), then such Persons shall hold such assets in trust for the Receiver, on behalf of the Sellers, and the Buyer shall promptly deliver, and cause the Buyer's designee(s) and the Residential Entities to promptly deliver, such assets to the Receiver. If, after Closing, any property or assets that constitute Retained Assets are in the possession of, paid to, delivered to or otherwise received by the Receiver or the Sellers, then the Receiver shall hold such assets in trust for the Residential Entities and shall promptly deliver such assets to the Residential Entities.

11.4 Receiver's Certificate

The Parties hereby acknowledge and agree that the Receiver shall be entitled to deliver the Receiver's Certificate to the Buyer and file the Receiver's Certificate with the Court without independent investigation upon: (a) receiving written confirmation from the Buyer (or the Buyer's counsel) that all conditions to Closing in favour of the Buyer set forth in Article 7 have been satisfied or waived; and (b) receiving the entirety of the Purchase Price, and the Receiver shall

have no liability to the Buyer or any other Person as a result of delivering and filing the Receiver's Certificate or otherwise in connection with this Agreement or the Transaction contemplated hereunder (whether based on contract, tort or any other theory).

ARTICLE 12
GENERAL MATTERS

12.1 Public Notices and Disclosure

(a) No press release or other announcement concerning the Transaction shall be made by the Receiver or the Buyer without the prior consent of the other (such consent not to be unreasonably withheld); provided, however, that the Buyer may make a press release or other announcement concerning the Transaction after the Closing without the prior consent of the Receiver and, further, any Party may, without such consent but subject to the restrictions set forth in Section 12.1(c), make such disclosure if the same is required by Applicable Law (including the Receivership Proceedings or compliance with applicable securities laws) or by any court or securities commission or other similar regulatory authority having jurisdiction over such Party or any of its Affiliates, and, if such disclosure is required, the Party making such disclosure shall use commercially reasonable efforts to give prior written notice to the other (including sharing a draft of any such proposed disclosure), and if such prior notice is not possible, to give such notice immediately following the making of such disclosure. Notwithstanding the foregoing: (i) in advance of the Agreement being publicly filed with the Court, the Receiver may provide the Agreement to (A) the Agent and the Lenders and their respective advisors, and (B) other stakeholders of the Sellers and the Debtors in the Receivership Proceedings who are subject to a confidentiality agreement or duty of confidentiality, where the Receiver determines that such disclosure is necessary or desirable to facilitate the consummation of the Transaction; and (ii) before any public filing of this Agreement or related motion materials, the Receiver shall consult with the Buyer regarding proposed redactions and confidential treatment requests where reasonably practicable, recognizing the Receiver's court-supervised obligations and that ultimate determinations will remain subject to Applicable Law, Court requirements and other applicable statutory obligations, it being understood that such consultation shall not give the Buyer any consent right or veto with respect to any sealing, redaction or confidentiality determination required to be made by the Receiver or the Court.

(b) The Parties further agree that: (i) the Receiver may prepare and file reports and other documents with the Court containing references to the Transaction and the terms thereof; and (ii) the Receiver and its advisors may prepare and file such reports and other documents in the Receivership Proceedings containing references to the Transaction and the terms thereof as may reasonably be necessary to obtain the Approval and Reverse Vesting Order or to comply with the Receiver's obligations in connection with the Receivership Proceedings. Wherever possible, the Buyer shall be afforded an opportunity to review and comment on such materials prior to their filing.

(c) From and after the execution of this Agreement, the Buyer and its Affiliates, and their respective directors, officers, members, employees, agents, consultants and advisors (including lawyers, financial advisors and accountants), may disclose and discuss the Transaction and such information relating to the Purchased Assets, the Purchased Projects, the Purchase Price and the Transaction as the Buyer reasonably determines is necessary or advisable in connection with any actual or proposed equity or debt financing, syndication, co-investment or other capital raising or investment activity of the Buyer or any of its Affiliates (including any offering or financing that is not specifically related to the Transaction), including in any offering memorandum, private placement memorandum, lender presentation, investor presentation or other financing or marketing materials, and in discussions with existing or prospective investors, lenders, financing sources and co-investors, provided in each case that such Persons are informed of the confidential nature of such information and such Persons have an obligation to the Buyer to maintain the confidentiality of such information. Notwithstanding anything to the contrary in this Section 12.1, the Buyer shall not issue any press release or securities law filing accessible to the general public: (i) in respect of the Transaction, until the Receiver has served its motion record seeking approval of the Transaction; or (ii) that discloses the Purchase Price (except for the fact that the Purchase Price is less than the aggregate outstanding obligations under the Credit Agreement), until Closing. For certainty, and notwithstanding the above, the Buyer shall not be restricted from disclosing or discussing any information which has become publicly available through Court filings; provided that such disclosure or discussion does not include any information which has been sealed by the Court or redacted from publicly available Court filings.

(d) For greater certainty, the disclosures permitted by this Section 12.1 are permitted notwithstanding the terms of the Non-Disclosure Agreement entered into by the Buyer and the Receiver in connection with the Transaction, and the Non-Disclosure Agreement shall be deemed to be amended accordingly.

12.2 Survival

The representations and warranties of the Receiver in this Agreement or in any agreement, document or certificate delivered pursuant to or in connection with this Agreement or the Transaction are set forth solely for the purpose of Section 7.2 and none of them shall survive Closing. The Receiver shall have no liability, whether before or after the Closing, for any breach of the Receiver's representations or warranties, and the Buyer acknowledges that its exclusive remedy for any such breach shall be termination of this Agreement prior to the Closing (but only if permitted by Section 10.1). None of the Receiver's covenants contained in Article 8 to be performed on or prior to the Closing shall survive the Closing. The Parties' respective covenants and agreements set forth herein that by their specific terms contemplate performance after Closing, and the Parties' obligations under Sections 1.10 (*Governing Law*), 3.6 (*As Is, Where Is*), 8.5 (*Tax Matters*), 8.7 (*Closing Cash and Interim Period Adjustment*), 8.8 (*Fees and Expenses*), 8.9 (*Receiver's Capacity*), 8.11 (*Release by Buyer*) and this Article 12 shall survive the Closing indefinitely unless otherwise set forth herein.

12.3 Assignment; Binding Effect

(a) Subject to Section 12.3(b), no Party may assign its right or benefits under this Agreement without the consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any rights in any Person or entity not a Party to this Agreement other than the Receiver and the express third-party beneficiaries of Section 8.9 and Section 8.11 hereof.

(b) Upon prior written notice to the Receiver not less than ten (10) Business Days prior to Closing, the Buyer shall be permitted to designate one or more of its Affiliates to acquire some or all of the Purchased Assets, provided that no such designation shall relieve the Buyer of any of its obligations pursuant to this Agreement.

12.4 Notices

Any notice, request, demand or other communication required or permitted to be given to a Party pursuant to the provisions of this Agreement will be in writing and will be effective and deemed given under this Agreement on the earliest of: (i) the date of personal delivery; (ii) the date of transmission by email (if sent during normal business hours of the recipient on a Business Day and, if not, then on the next Business Day); (iii) two (2) days after deposit with a nationally-recognized courier or overnight service; or (iv) five (5) days after mailing via certified mail, return receipt requested. All notices not delivered personally or by email will be sent with postage and other charges prepaid and properly addressed to the Party to be notified at the address set forth for such Party:

(a) If to the Buyer, at:

Skyline Clean Energy Limited Partnership
c/o Skyline Clean Energy GP Inc.
5 Douglas Street, Suite 301
Guelph, ON N1H 2S8

Attention: Matt Kennedy
Email: mkennedy@skylineenergy.ca

With a copy to:

Attention: Laurie Crocker, General Counsel
Email: lcrocker@skylinegrp.ca

with copies (which shall not constitute notice) to:

McCarthy Tétrault LLP

Attention: Tom McInerney / Sean Collins, KC
Email: tmcinerney@mccarthy.ca / scollins@mccarthy.ca

If to the Receiver, at:

Alvarez & Marsal Canada Inc., in its capacity as receiver and manager of the Debtors and not in its personal or corporate capacity
Royal Bank South Tower
200 Bay Street, Suite 2900
Toronto ON M5J 2J1

Attention: Stephen Ferguson / Duncan MacRae
Email: sferguson@alvarezandmarsal.com / dmacrae@alvarezandmarsal.com

with copies (which shall not constitute notice) to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Bradley Wiffen / Brandon Hoffman / Josh Sloan
E-mail: bwiffen@goodmans.ca / bhoffman@goodmans.ca / jsloan@goodmans.ca

Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

12.5 Time of the Essence

Time shall be of the essence in respect of the obligations of the Parties arising prior to Closing under this Agreement.

12.6 Specific Performance

The Buyer acknowledges and agrees that the Receiver would be damaged irreparably in the event the Buyer does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that the Receiver may have under law or equity, the Receiver shall be entitled, without the requirement of posting a bond or other security, to injunctive relief to prevent any breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

12.7 Counterparts; Signatures

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. The Parties consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act 2000*, S.O., 2000, c. 17, as amended from time to time, with respect to this Agreement and any other documents respecting this Transaction.

[The remainder of this page is intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

SKYLINE CLEAN ENERGY LIMITED PARTNERSHIP, by its general partner, SKYLINE CLEAN ENERGY GP INC.

Per: _____

Name: Robert Stein

Title: Authorized Signing Officer

ALVAREZ & MARSAL CANADA INC., solely in its capacity as court-appointed receiver and manager of the Debtors, and not in its personal or corporate capacity

Per: _____

Name:

Title:

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first written above.

SKYLINE CLEAN ENERGY LIMITED PARTNERSHIP, by its general partner, SKYLINE CLEAN ENERGY GP INC.

Per: _____

Name:

Title:

ALVAREZ & MARSAL CANADA INC., solely in its capacity as court-appointed receiver and manager of the Debtors, and not in its personal or corporate capacity

Per: _____

Name: Stephen Ferguson

Title: Senior Vice President

SCHEDULE “A”
PURCHASED PROJECTS

See attached.

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
1	101485	16993-0369	WE1318679	GSC Solar Leasing LP
2	102444	13155-0067	PR2716971	GSC Solar Leasing LP
3	102813	03642-1502	YR2892456	GSC Solar Leasing LP
4	103396	22711-0034	WR1148804	GSC Solar Leasing LP
5	103408	22643-0654	WR1148948	GSC Solar Leasing LP
6	103504	03492-0434	YR2892505	GSC Solar Leasing LP
7	103694	22584-0633	WR1148860	GSC Solar Leasing LP
8	103729	22623-0122	WR1148969	GSC Solar Leasing LP
9	103838	03052-0130	YR2892813	GSC Solar Leasing LP
10	103891	40179-0228	HT237236	GSC Solar Leasing LP
11	103916	16327-0401	DR1748814	GSC Solar Leasing LP
12	104131	02935-0080	YR2892991	GSC Solar Leasing LP
13	104149	26521-0447	DR1234058	GSC Solar Leasing LP
14	104226	10262-1304	AT5010019	GSC Solar Leasing LP
15	104233	64096-0222	SN570485	GSC Solar Leasing LP
16	104268	16913-0638	WE1319261	GSC Solar Leasing LP
17	104346	14121-0085	PR3402624	GSC Solar Leasing LP
18	104390	58075-0749	SC1553178	GSC Solar Leasing LP
19	104584	03216-0031	YR2156113	GSC Solar Leasing LP
20	104697	14525-0263	OC2051444	GSC Solar Leasing LP
21	104760	63103-0211	KL82144	GSC Solar Leasing LP
22	104790	13213-0886	PR3402736	GSC Solar Leasing LP
23	104847	16428-0714	DR1406713	GSC Solar Leasing LP
24	104856	05239-0039	LC247134	GSC Solar Leasing LP
25	105037	45084-0399	LX85130	GSC Solar Leasing LP
26	105343	40193-0078	HT237295	GSC Solar Leasing LP
27	105772	01306-0632	CE665045	GSC Solar Leasing LP
28	105838	58076-0165	SC1553344	GSC Solar Leasing LP
29	105896	06247-0045	AT4135359	GSC Solar Leasing LP
30	105898	01586-0089	CE690588	GSC Solar Leasing LP
31	106238	46210-0167	NR619541	GSC Solar Leasing LP
32	106248	32168-0051	BC259357	GSC Solar Leasing LP
33	106930	06167-0084	AT5010031	GSC Solar Leasing LP
34	106953	70532-0085	CE857477	GSC Solar Leasing LP
35	106987	13183-0382	PR3402987	GSC Solar Leasing LP
36	107025	58769-0183	SC1912236	GSC Solar Leasing LP
37	107030	24944-0124	HR1583391	GSC Solar Leasing LP
38	107036	24949-0040	HR1583397	GSC Solar Leasing LP
39	107133	03216-2770	YR2893608	GSC Solar Leasing LP
40	107171	14253-2920	PR2658454	GSC Solar Leasing LP
41	107205	17245-0149	WE1039177	GSC Solar Leasing LP
42	107344	03271-1785	YR2893625	GSC Solar Leasing LP
43	107492	03209-0999	YR2893677	GSC Solar Leasing LP
44	107592	16954-0135	WE1319283	GSC Solar Leasing LP
45	107748	64440-0027	SN486324	GSC Solar Leasing LP
46	107776	13311-0511	PR3403186	GSC Solar Leasing LP
47	107881	00553-0014	CK122273	GSC Solar Leasing LP
48	108005	71308-0051	WC678899	GSC Solar Leasing LP
49	108019	16905-0243	WE1319391	GSC Solar Leasing LP
50	108076	17336-0122	WE1619633	GSC Solar Leasing LP
51	108100	13231-0096	PR3403371	GSC Solar Leasing LP
52	108256	16981-0082	WE940553	GSC Solar Leasing LP
53	108430	16948-0221	WE1319386	GSC Solar Leasing LP
54	108501	17552-0044	WE1319387	GSC Solar Leasing LP
55	108529	16982-0223	WE1319393	GSC Solar Leasing LP
56	108673	17206-0074	WE1083845	GSC Solar Leasing LP
57	108745	34028-0116	DC202583	GSC Solar Leasing LP
58	108795	03490-0127	YR2893711	GSC Solar Leasing LP
59	109061	58727-0498	SC1553835	GSC Solar Leasing LP
60	109107	14211-2345	PR4088345	GSC Solar Leasing LP
61	109217	22433-0080	WR795410	GSC Solar Leasing LP
62	109281	10485-0107	AT4309810	GSC Solar Leasing LP
63	109314	13332-0099	PR3403369	GSC Solar Leasing LP
64	109394	03234-0152	YR2261605	GSC Solar Leasing LP
65	109426	03774-0078	WR882610	GSC Solar Leasing LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
66	109437	58836-0458	SC1194899	GSC Solar Leasing LP
67	109452	14168-0130	PR3403366	GSC Solar Leasing LP
68	109460	03136-0096	YR2894167	GSC Solar Leasing LP
69	109462	25079-2739	HR1583664	GSC Solar Leasing LP
70	109549	17417-0783	WE1621562	GSC Solar Leasing LP
71	109553	22734-2018	WR1149718	GSC Solar Leasing LP
72	109622	25021-0037	HR1583665	GSC Solar Leasing LP
73	109771	26650-0621	DR1364732	GSC Solar Leasing LP
74	109858	03738-0383	YR2893710	GSC Solar Leasing LP
75	110167	14243-0092	PR2677616	GSC Solar Leasing LP
76	110186	22701-0033	WR795376	GSC Solar Leasing LP
77	110261	14253-1635	PR3403361	GSC Solar Leasing LP
78	110458	16272-1112	DR1364734	GSC Solar Leasing LP
79	110532	14219-1559	PR3403362	GSC Solar Leasing LP
80	110644	14254-1485	PR3403364	GSC Solar Leasing LP
81	110650	22601-0200	WR1149723	GSC Solar Leasing LP
82	110677	17009-0351	WE1319385	GSC Solar Leasing LP
83	110744	03044-0477	YR2893714	GSC Solar Leasing LP
84	110759	17106-0069	WE1319383	GSC Solar Leasing LP
85	110864	24847-0018	HR1583667	GSC Solar Leasing LP
86	110909	03100-0041	YR2893720	GSC Solar Leasing LP
87	110937	16306-0086	DR1750220	GSC Solar Leasing LP
88	110943	22548-0262	WR1149500	GSC Solar Leasing LP
89	110956	03242-0393	YR2893776	GSC Solar Leasing LP
90	110960	03061-2172	YR2893781	GSC Solar Leasing LP
91	111004	14087-0370	PR3403411	GSC Solar Leasing LP
92	111037	03340-0452	YR2893788	GSC Solar Leasing LP
93	111112	03340-2977	YR2893799	GSC Solar Leasing LP
94	111164	39179-0048	HA57237	GSC Solar Leasing LP
95	111320	14146-0135	PR2716972	GSC Solar Leasing LP
96	111326	71229-0106	WC553510	GSC Solar Leasing LP
97	111329	16905-0715	WE1319396	GSC Solar Leasing LP
98	111343	16345-0152	DR1342597	GSC Solar Leasing LP
99	111463	16407-0029	DR1749637	GSC Solar Leasing LP
100	111575	14047-0064	PR3403561	GSC Solar Leasing LP
101	111626	13200-0186	PR3403404	GSC Solar Leasing LP
102	111645	13370-0586	PR3403791	GSC Solar Leasing LP
103	111650	03340-2728	YR2894039	GSC Solar Leasing LP
104	111680	17022-0279	WE1319509	GSC Solar Leasing LP
105	111740	02956-0222	YR2293155	GSC Solar Leasing LP
106	111762	17519-0177	WE1319523	GSC Solar Leasing LP
107	111938	03328-2994	YR2259914	GSC Solar Leasing LP
108	111982	14240-0014	PR2679258	GSC Solar Leasing LP
109	112042	24897-0157	HR1583661	GSC Solar Leasing LP
110	112053	24844-0361	HR1583671	GSC Solar Leasing LP
111	112138	03234-0345	YR2156195	GSC Solar Leasing LP
112	112160	03201-0113	YR2894217	GSC Solar Leasing LP
113	112260	03307-0186	YR2894137	GSC Solar Leasing LP
114	112303	17225-0265	WE1319550	GSC Solar Leasing LP
115	112341	17588-0175	WE1319560	GSC Solar Leasing LP
116	112386	00176-0309	CO191711	GSC Solar Leasing LP
117	112845	17588-0064	WE1319577	GSC Solar Leasing LP
118	112915	03208-2216	YR2894216	GSC Solar Leasing LP
119	112974	24924-1067	HR1583765	GSC Solar Leasing LP
120	112998	02951-0644	YR2894219	GSC Solar Leasing LP
121	113007	03736-0105	YR2894221	GSC Solar Leasing LP
122	113057	70010-0366	YR2894222	GSC Solar Leasing LP
123	113059	24752-0708	HR1583763	GSC Solar Leasing LP
124	113091	14201-0496	PR3403792	GSC Solar Leasing LP
125	115519	03329-3154	YR2106227	GSC Solar Leasing LP
126	115721	03623-0874	YR2591298	GSC Solar Leasing LP
127	115991	26572-1142	DR1749841	GSC Solar Leasing LP
128	116278	13311-0550	PR3403793	GSC Solar Leasing LP
129	116483	07342-0081	AT4099264	GSC Solar Leasing LP
130	116559	26934-1480	DR1749851	GSC Solar Leasing LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
131	116706	50281-0147	NK115055	GSC Solar Leasing LP
132	116716	02954-0228	YR2894677	GSC Solar Leasing LP
133	116725	14248-0019	PR3404308	GSC Solar Leasing LP
134	117649	58007-0029	SC1223153	GSC Solar Leasing LP
135	118935	03288-0235	YR2894678	GSC Solar Leasing LP
136	119845	24962-0764	HR1584066	GSC Solar Leasing LP
137	120222	22734-2480	WR881743	GSC Solar Leasing LP
138	120358	06029-0261	AT4154892	GSC Solar Leasing LP
139	120714	03287-0120	YR2261458	GSC Solar Leasing LP
140	120766	22727-1944	WR1149984	GSC Solar Leasing LP
141	121453	14359-1821	PR3404309	GSC Solar Leasing LP
142	121809	03037-0184	YR2894679	GSC Solar Leasing LP
143	121810	17051-0292	WE1021674	GSC Solar Leasing LP
144	121812	58727-0284	SC1230185	GSC Solar Leasing LP
145	121816	14220-1718	PR2716970	GSC Solar Leasing LP
146	121822	03860-0094	WR868529	GSC Solar Leasing LP
147	121852	22471-0080	WR1149985	GSC Solar Leasing LP
148	121880	16980-0195	WE1319806	GSC Solar Leasing LP
149	122068	02995-0083	YR2259912	GSC Solar Leasing LP
150	122074	03061-3150	YR2894681	GSC Solar Leasing LP
151	122077	02908-0125	YR2406650	GSC Solar Leasing LP
152	122104	03860-0027	WR881744	GSC Solar Leasing LP
153	122110	14164-0334	PR2677620	GSC Solar Leasing LP
154	122124	13237-0054	PR2714725	GSC Solar Leasing LP
155	122128	03738-0381	YR2296120	GSC Solar Leasing LP
156	122466	71168-0464	WC436092	GSC Solar Leasing LP
157	122481	64373-0043	SN440615	GSC Solar Leasing LP
158	122613	06051-0262	AT4079551	GSC Solar Leasing LP
159	122933	22428-0016	WR890449	GSC Solar Leasing LP
160	122955	14254-7044	PR3404310	GSC Solar Leasing LP
161	122998	14306-0116	PR2724080	GSC Solar Leasing LP
162	123001	02982-0108	YR2293156	GSC Solar Leasing LP
163	123013	22734-2479	WR869085	GSC Solar Leasing LP
164	123038	16962-0485	WE1014904	GSC Solar Leasing LP
165	123074	17565-0902	WE1021676	GSC Solar Leasing LP
166	123075	16409-0096	DR1382808	GSC Solar Leasing LP
167	123111	14182-0031	PR2677622	GSC Solar Leasing LP
168	123124	14254-4517	PR3404311	GSC Solar Leasing LP
169	123200	14134-0060	PR3404312	GSC Solar Leasing LP
170	123642	71186-3353	WC440664	GSC Solar Leasing LP
171	123929	14223-1213	PR2677615	GSC Solar Leasing LP
172	124050	02994-0151	YR2894693	GSC Solar Leasing LP
173	124069	17296-0295	WE1021673	GSC Solar Leasing LP
174	124254	22569-0121	WR909952	GSC Solar Leasing LP
175	124780	22606-0090	WR890450	GSC Solar Leasing LP
176	124901	14224-1190	PR2677621	GSC Solar Leasing LP
177	124902	14093-0625	PR2793312	GSC Solar Leasing LP
178	125150	13508-0021	PR2716969	GSC Solar Leasing LP
179	125175	22698-1937	WR885075	GSC Solar Leasing LP
180	125184	14112-0144	PR2793302	GSC Solar Leasing LP
181	125362	02907-0208	YR2293157	GSC Solar Leasing LP
182	125594	13245-0067	PR3404326	GSC Solar Leasing LP
183	125680	71258-0123	WC434393	GSC Solar Leasing LP
184	125714	14368-1543	PR3404335	GSC Solar Leasing LP
185	125781	24962-0386	HR1271537	GSC Solar Leasing LP
186	125866	03341-2051	YR2296121	GSC Solar Leasing LP
187	125885	58928-0187	SC1231935	GSC Solar Leasing LP
188	125938	14071-1265	PR3404410	GSC Solar Leasing LP
189	125957	13416-0177	PR2831423	GSC Solar Leasing LP
190	125977	14086-2119	PR2716966	GSC Solar Leasing LP
191	125999	08098-0258	ER986580	GSC Solar Leasing LP
192	126000	14210-0390	PR2677617	GSC Solar Leasing LP
193	126057	03330-0283	YR2261459	GSC Solar Leasing LP
194	126068	13239-6862	PR3404417	GSC Solar Leasing LP
195	126113	46279-0202	NR375846	GSC Solar Leasing LP

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196	126247	16909-0112	WE1319850	GSC Solar Leasing LP
197	126304	16921-0060	WE1038654	GSC Solar Leasing LP
198	126439	03328-6732	YR2294014	GSC Solar Leasing LP
199	126463	13311-0026	PR2679260	GSC Solar Leasing LP
200	126467	17019-0025	WE1022457	GSC Solar Leasing LP
201	126605	14359-1143	PR2717714	GSC Solar Leasing LP
202	126635	24940-0749	HR1250364	GSC Solar Leasing LP
203	126724	13405-0372	PR2679259	GSC Solar Leasing LP
204	126826	13522-0129	PR2719053	GSC Solar Leasing LP
205	126876	17349-0407	WE1051826	GSC Solar Leasing LP
206	126937	22620-0187	WR885076	GSC Solar Leasing LP
207	126976	03554-0286	YR2296122	GSC Solar Leasing LP
208	127098	02906-0158	YR2295475	GSC Solar Leasing LP
209	127101	03195-1532	YR2294015	GSC Solar Leasing LP
210	127125	00504-0168	CK122160	GSC Solar Leasing LP
211	127179	13242-0419	PR2715380	GSC Solar Leasing LP
212	127318	46228-0180	NR391850	GSC Solar Leasing LP
213	127344	16415-0097	DR1384861	GSC Solar Leasing LP
214	127349	14110-0103	PR4088463	GSC Solar Leasing LP
215	127458	17105-0166	WE1056873	GSC Solar Leasing LP
216	127510	01159-0210	CE658817	GSC Solar Leasing LP
217	127563	16379-0080	DR1363438	GSC Solar Leasing LP
218	195121	63235-0158	KL145843	GSC Solar Leasing LP
219	127632	14220-3406	PR2716967	GSC Solar Leasing LP
220	127654	14171-0798	PR2715381	GSC Solar Leasing LP
221	127734	01125-0131	CE659733	GSC Solar Leasing LP
222	127760	71318-0130	WC435238	GSC Solar Leasing LP
223	127762	24962-2648	HR1911062	GSC Solar Leasing LP
224	127776	13525-1280	PR2679261	GSC Solar Leasing LP
225	127828	71273-0167	WC427629	GSC Solar Leasing LP
226	127916	26650-0639	DR1342596	GSC Solar Leasing LP
227	127928	22448-0294	WR882005	GSC Solar Leasing LP
228	127967	14360-0697	PR2717716	GSC Solar Leasing LP
229	128017	13239-7318	PR2717713	GSC Solar Leasing LP
230	128036	16945-0161	WE1037621	GSC Solar Leasing LP
231	128060	01070-0227	CE659731	GSC Solar Leasing LP
232	128061	01586-0200	CE658818	GSC Solar Leasing LP
233	128097	71333−0033 (LT)	WC441800	GSC Solar Leasing LP
234	128100	01303-0223	CE659859	GSC Solar Leasing LP
235	128177	64330-0121	SN464126	GSC Solar Leasing LP
236	128197	22641-1459	WR882850	GSC Solar Leasing LP
237	128203	24935-0791	HR1302803	GSC Solar Leasing LP
238	128305	14071-1267	PR2719052	GSC Solar Leasing LP
239	128464	16271-1177	DR1365652	GSC Solar Leasing LP
240	128486	22194-0331	WR882006	GSC Solar Leasing LP
241	128609	26410-3005	DR1368135	GSC Solar Leasing LP
242	128667	16942-0564	WE1037622	GSC Solar Leasing LP
243	128701	08101-0158	ER985207	GSC Solar Leasing LP
244	128756	08307-0114	ER991615	GSC Solar Leasing LP
245	128777	01094-1488	CE659734	GSC Solar Leasing LP
246	128787	01252-0189	CE659857	GSC Solar Leasing LP
247	128902	17271-0239	WE1038650	GSC Solar Leasing LP
248	128921	13423-0057	PR2716968	GSC Solar Leasing LP
249	128949	17148-0101	WE1623679	GSC Solar Leasing LP
250	129017	16407-0166	DR1363439	GSC Solar Leasing LP
251	129025	01318-0166	CE699022	GSC Solar Leasing LP
252	129035	08288-0317	ER985208	GSC Solar Leasing LP
253	129052	01092-0004	CE659858	GSC Solar Leasing LP
254	129068	01221-0465	CE648644	GSC Solar Leasing LP
255	129084	71493-0400	WC435239	GSC Solar Leasing LP
256	129127	01167-0257	CE659732	GSC Solar Leasing LP
257	129170	58746-0096	SC1211977	GSC Solar Leasing LP
258	129321	14250-1648	PR2717715	GSC Solar Leasing LP
259	129339	16262-1631	DR1364736	GSC Solar Leasing LP
260	129378	01229-0209	CE729222	GSC Solar Leasing LP

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261	129426	01571-0330	CE659856	GSC Solar Leasing LP
262	129432	17197-0081	WE1047901	GSC Solar Leasing LP
263	129438	71492-0926	WC441255	GSC Solar Leasing LP
264	129504	03591-0133	YR2314356	GSC Solar Leasing LP
265	129526	63116-0230	KL101069	GSC Solar Leasing LP
266	129551	24950-0308	HR1267466	GSC Solar Leasing LP
267	129587	16942-0691	WE1065389	GSC Solar Leasing LP
268	129638	58751-0132	SC1230186	GSC Solar Leasing LP
269	129639	13313-0294	PR2724082	GSC Solar Leasing LP
270	129755	64385-0036	SN435479	GSC Solar Leasing LP
271	129785	14168-0035	PR2750502	GSC Solar Leasing LP
272	129825	13222-0359	PR2724079	GSC Solar Leasing LP
273	129841	16350-0134	DR1384858	GSC Solar Leasing LP
274	129929	01254−0212	CE690860	GSC Solar Leasing LP
275	130015	14144-0509	PR2724078	GSC Solar Leasing LP
276	130064	03842-0067	WR889248	GSC Solar Leasing LP
277	130076	16425-2612	DR1364735	GSC Solar Leasing LP
278	130126	71226-0031	WC434563	GSC Solar Leasing LP
279	130127	71341-0068	WC434564	GSC Solar Leasing LP
280	130144	14195-0351	PR2724496	GSC Solar Leasing LP
281	130210	17262-0245	WE1083847	GSC Solar Leasing LP
282	130238	13220-0216	PR2719054	GSC Solar Leasing LP
283	130301	58127-0079	SC1231934	GSC Solar Leasing LP
284	130324	14196-0204	PR2724081	GSC Solar Leasing LP
285	130349	14209-0725	PR2741154	GSC Solar Leasing LP
286	130381	14241-0232	PR2739064	GSC Solar Leasing LP
287	130435	16407-0031	DR1364733	GSC Solar Leasing LP
288	130448	14200-0179	PR2735607	GSC Solar Leasing LP
289	130473	17212-0048	WE1039178	GSC Solar Leasing LP
290	130569	58776-0069	SC1255658	GSC Solar Leasing LP
291	130706	58992-0167	SC1265179	GSC Solar Leasing LP
292	130828	01145-0187	CE668018	GSC Solar Leasing LP
293	130846	03572-0063	YR2296123	GSC Solar Leasing LP
294	130921	17290-0033	WE1047903	GSC Solar Leasing LP
295	130935	14144-0293	PR2719433	GSC Solar Leasing LP
296	131047	01224-0370	CE665042	GSC Solar Leasing LP
297	131053	08089-0777	ER984626	GSC Solar Leasing LP
298	131213	64264-2098	SN435239	GSC Solar Leasing LP
299	131241	01324-0205	CE665040	GSC Solar Leasing LP
300	131330	58992-0034	SC1247641	GSC Solar Leasing LP
301	131518	16922-0117	WE1045872	GSC Solar Leasing LP
302	131540	71221-0101	WC441801	GSC Solar Leasing LP
303	131581	17501-0296	WE1037623	GSC Solar Leasing LP
304	131593	22600-0180	WR883408	GSC Solar Leasing LP
305	131610	22600-0137	WR894784	GSC Solar Leasing LP
306	131711	13121-0732	PR2750506	GSC Solar Leasing LP
307	131739	00579-0066	CK123209	GSC Solar Leasing LP
308	131817	14171-0009	PR2724077	GSC Solar Leasing LP
309	131827	26597-0130	DR1427589	GSC Solar Leasing LP
310	131878	08301-0041	ER1017202	GSC Solar Leasing LP
311	131906	16354-0027	DR1365651	GSC Solar Leasing LP
312	132053	14173-1916	PR2782401	GSC Solar Leasing LP
313	132098	08491-0019	ER985206	GSC Solar Leasing LP
314	132137	40450-0193	HT171955	GSC Solar Leasing LP
315	132147	01563-1344	CE690581	GSC Solar Leasing LP
316	132199	17119-0198	WE1103501	GSC Solar Leasing LP
317	132272	51082-0075	ND117981	GSC Solar Leasing LP
318	132328	22650-0045	WR926885	GSC Solar Leasing LP
319	132418	00576-0029	CK126564	GSC Solar Leasing LP
320	132518	26616-0370	DR1365484	GSC Solar Leasing LP
321	132561	01202-0355	CE668927	GSC Solar Leasing LP
322	132609	13177-0694	PR2810889	GSC Solar Leasing LP
323	132696	17293-0116	WE1038653	GSC Solar Leasing LP
324	132753	17243-0156	WE1068490	GSC Solar Leasing LP
325	132793	51082-0076	ND119680	GSC Solar Leasing LP

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326	132956	02967-0134	YR2314355	GSC Solar Leasing LP
327	132960	22185-0148	WR909955	GSC Solar Leasing LP
328	230569	16936-0157	WE1214556	GSC Solar Leasing LP
329	132992	00682-0031	CK110770	GSC Solar Leasing LP
330	133015	17368-0201	WE1064171	GSC Solar Leasing LP
331	133037	25074-0660	HR1269373	GSC Solar Leasing LP
332	133047	58831-1745	SC1265402	GSC Solar Leasing LP
333	133091	13397-0670	PR2724075	GSC Solar Leasing LP
334	133181	22641-1376	WR943420	GSC Solar Leasing LP
335	133226	58838-0006	SC1285539	GSC Solar Leasing LP
336	133280	24936-7580	HR1289435	GSC Solar Leasing LP
337	133350	14133-0259	PR2724076	GSC Solar Leasing LP
338	133381	03794-0084	WR906900	GSC Solar Leasing LP
339	133588	01333-0079	CE699242	GSC Solar Leasing LP
340	133919	36069-0534	FC206418	GSC Solar Leasing LP
341	133936	26409-4293	DR1406219	GSC Solar Leasing LP
342	134218	34110-0098	DC165290	GSC Solar Leasing LP
343	134235	24996-0170	HR1302778	GSC Solar Leasing LP
344	134243	14219-1902	PR3404670	GSC Solar Leasing LP
345	134253	40409-0062	HT175166	GSC Solar Leasing LP
346	134289	40583-0078	HT173961	GSC Solar Leasing LP
347	134347	01370-0163	CE685477	GSC Solar Leasing LP
348	134350	36143-0030	FC207492	GSC Solar Leasing LP
349	134423	25075-0680	HR1302815	GSC Solar Leasing LP
350	134622	01159-0262	CE665048	GSC Solar Leasing LP
351	134632	07169-0455	HR1470287	GSC Solar Leasing LP
352	134676	46104-0489	NR496361	GSC Solar Leasing LP
353	134770	14140-0312	PR2741155	GSC Solar Leasing LP
354	134812	26755-0011	DR1384862	GSC Solar Leasing LP
355	134819	22727-4101	WR923429	GSC Solar Leasing LP
356	134901	26861-0040	DR1545458	GSC Solar Leasing LP
357	137169	01202-0141	CE685474	GSC Solar Leasing LP
358	137334	58820-0035	SC1291850	GSC Solar Leasing LP
359	137361	22727-0237	WR938682	GSC Solar Leasing LP
360	137385	14192-0001	PR2735608	GSC Solar Leasing LP
361	137429	08496-0310	ER1006461	GSC Solar Leasing LP
362	137439	22734-1837	WR897346	GSC Solar Leasing LP
363	137459	14243-0305	PR2810920	GSC Solar Leasing LP
364	137460	17150-0290	WE1083850	GSC Solar Leasing LP
365	137479	14254-6403	PR2793294	GSC Solar Leasing LP
366	137486	64359-0162	SN453887	GSC Solar Leasing LP
367	137585	44242-0103	LE75731	GSC Solar Leasing LP
368	137759	16292-0060	DR1416434	GSC Solar Leasing LP
369	137770	03232-0742	YR2380907	GSC Solar Leasing LP
370	137824	46205-0082	NR391891	GSC Solar Leasing LP
371	137906	51141-0234	ND125261	GSC Solar Leasing LP
372	137928	17485-0892	WE1068655	GSC Solar Leasing LP
373	137991	22711-0139	WR889247	GSC Solar Leasing LP
374	138014	36080-0013	FC204598	GSC Solar Leasing LP
375	138026	16262-0752	DR1384859	GSC Solar Leasing LP
376	138086	14120-0100	PR2830610	GSC Solar Leasing LP
377	138291	00503-0374	CK215599	GSC Solar Leasing LP
378	138294	14084-0299	PR2793812	GSC Solar Leasing LP
379	138307	08103-0166	ER1017311	GSC Solar Leasing LP
380	138339	16330-0087	DR1374689	GSC Solar Leasing LP
381	138352	17258-0105	WE1047222	GSC Solar Leasing LP
382	138383	16353-0135	DR1376593	GSC Solar Leasing LP
383	138419	64282-0016	SN459320	GSC Solar Leasing LP
384	138436	14254-8575	PR2750504	GSC Solar Leasing LP
385	138867	13371-1008	PR3404744	GSC Solar Leasing LP
386	138899	16919-0069	WE1319982	GSC Solar Leasing LP
387	138917	14086-2453	PR2793842	GSC Solar Leasing LP
388	139022	34068-0179	DC163388	GSC Solar Leasing LP
389	139077	14254-3885	PR2793903	GSC Solar Leasing LP
390	139112	06279-0019	AT3927140	GSC Solar Leasing LP

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391	139113	22448-0360	WR909969	GSC Solar Leasing LP
392	139196	25074-0199	HR1333731	GSC Solar Leasing LP
393	139265	06297-0128	AT3958699	GSC Solar Leasing LP
394	139378	06347-0327	AT4019777	GSC Solar Leasing LP
395	139537	14338-0262	PR2782516	GSC Solar Leasing LP
396	139540	24962-2121	HR1310694	GSC Solar Leasing LP
397	139543	64302-0230	SN447258	GSC Solar Leasing LP
398	139626	64048-0290	SN450715	GSC Solar Leasing LP
399	139745	64451-0017	SN454240	GSC Solar Leasing LP
400	139767	46344-0029	NR385416	GSC Solar Leasing LP
401	139979	71348-0007	WC450526	GSC Solar Leasing LP
402	140005	14187-0104	PR2874058	GSC Solar Leasing LP
403	140080	40453-0158	HT177593	GSC Solar Leasing LP
404	140093	17187-0099	WE1053255	GSC Solar Leasing LP
405	140142	26410-2586	DR1377524	GSC Solar Leasing LP
406	140190	22492-0084	WR909794	GSC Solar Leasing LP
407	140225	26655-0039	DR1445194	GSC Solar Leasing LP
408	140265	14366-1457	PR2782431	GSC Solar Leasing LP
409	140267	17253-0136	WE1053252	GSC Solar Leasing LP
410	140284	17286-0282	WE1047906	GSC Solar Leasing LP
411	140285	17219-0058	WE1047905	GSC Solar Leasing LP
412	140295	14200-0509	PR2750505	GSC Solar Leasing LP
413	140430	03234-0190	YR2328009	GSC Solar Leasing LP
414	140458	14226-0433	PR2811754	GSC Solar Leasing LP
415	140485	64063-0092	SN453848	GSC Solar Leasing LP
416	140517	22173-0069	WR916103	GSC Solar Leasing LP
417	140622	75031-0330	CE729501	GSC Solar Leasing LP
418	140779	16375-0040	DR1382809	GSC Solar Leasing LP
419	140786	46188-0323	NR387150	GSC Solar Leasing LP
420	140837	16955-0118	WE1045874	GSC Solar Leasing LP
421	140853	10007-0774	AT4019422	GSC Solar Leasing LP
422	140912	14223-2661	PR2793340	GSC Solar Leasing LP
423	141160	14143-0240	PR2874914	GSC Solar Leasing LP
424	141536	16301-0096	DR1445447	GSC Solar Leasing LP
425	141652	46196-0176	NR393457	GSC Solar Leasing LP
426	141756	64112-0062	SN455775	GSC Solar Leasing LP
427	141763	13194-0076	PR2810931	GSC Solar Leasing LP
428	141842	17241-0210	WE1065397	GSC Solar Leasing LP
429	141888	13525-1313	PR2830718	GSC Solar Leasing LP
430	141907	01395-0518	CE668009	GSC Solar Leasing LP
431	141915	01560-1878	CE680748	GSC Solar Leasing LP
432	141938	64445-0098	SN440616	GSC Solar Leasing LP
433	141943	03568-0292	YR2520235	GSC Solar Leasing LP
434	141947	22662-0332	WR891049	GSC Solar Leasing LP
435	142177	02903-0047	YR2436635	GSC Solar Leasing LP
436	142242	26591-0107	DR1384860	GSC Solar Leasing LP
437	142300	14253-4015	PR2750503	GSC Solar Leasing LP
438	142384	02940-1191	YR2590353	GSC Solar Leasing LP
439	142385	22600-0274	WR923446	GSC Solar Leasing LP
440	142638	06232-0163	AT4156143	GSC Solar Leasing LP
441	142661	10199-0129	AT4021946	GSC Solar Leasing LP
442	142676	58651-0064	SC1256717	GSC Solar Leasing LP
443	142770	22727-3249	WR897347	GSC Solar Leasing LP
444	142791	46162-0121	NR387149	GSC Solar Leasing LP
445	142811	01582-0154	CE685480	GSC Solar Leasing LP
446	142957	16379-0125	DR1502589	GSC Solar Leasing LP
447	143031	01560-1694	CE661309	GSC Solar Leasing LP
448	143032	01560-1842	CE664109	GSC Solar Leasing LP
449	143034	01560-1289	CE664106	GSC Solar Leasing LP
450	143035	01560-1730	CE668014	GSC Solar Leasing LP
451	143037	01560-1665	CE664107	GSC Solar Leasing LP
452	143039	01560-1808	CE733452	GSC Solar Leasing LP
453	143040	01560-1206	CE668008	GSC Solar Leasing LP
454	143041	01559-1362	CE661129	GSC Solar Leasing LP
455	143043	01560-1321	CE668011	GSC Solar Leasing LP

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456	143044	01306-0385	CE668010	GSC Solar Leasing LP
457	143045	01560-2558	CE665041	GSC Solar Leasing LP
458	143046	01560-2562	CE664103	GSC Solar Leasing LP
459	143049	01306-1054	CE661128	GSC Solar Leasing LP
460	143174	58834-0100	C1270811	GSC Solar Leasing LP
461	143242	17014-0044	WE1064200	GSC Solar Leasing LP
462	143469	64227-0086	SN461420	GSC Solar Leasing LP
463	143497	58617-0128	SC1242850	GSC Solar Leasing LP
464	143533	26662-0549	DR1750444	GSC Solar Leasing LP
465	143553	01391-0443	CE685485	GSC Solar Leasing LP
466	143829	13226-0018	PR2830124	GSC Solar Leasing LP
467	144006	13431-0001	PR2978001	GSC Solar Leasing LP
468	144341	36013-0172	FC207524	GSC Solar Leasing LP
469	144567	00577-0071	CK122272	GSC Solar Leasing LP
470	144631	16433-0033	DR1406719	GSC Solar Leasing LP
471	144673	26418-0129	DR1406667	GSC Solar Leasing LP
472	144675	32018-0135	BC280985	GSC Solar Leasing LP
473	144684	01242-0568	CE685482	GSC Solar Leasing LP
474	144858	17272-0145	WE1045871	GSC Solar Leasing LP
475	144877	70555-0115	CE668019	GSC Solar Leasing LP
476	144885	64226-0141	SN453691	GSC Solar Leasing LP
477	144937	08963-0051	ER994491	GSC Solar Leasing LP
478	144958	00570-0018	CK122279	GSC Solar Leasing LP
479	144959	14076-0231	PR2782657	GSC Solar Leasing LP
480	144971	14113-0161	PR2861932	GSC Solar Leasing LP
481	145257	64292-0017	SN453892	GSC Solar Leasing LP
482	145606	16905-0592	WE1084148	GSC Solar Leasing LP
483	145728	07361-0359	AT4153515	GSC Solar Leasing LP
484	145796	01217-0277	CE733456	GSC Solar Leasing LP
485	145848	14360-3298	PR3404864	GSC Solar Leasing LP
486	145928	08299-0026	ER1017330	GSC Solar Leasing LP
487	145985	16928-0058	WE1051828	GSC Solar Leasing LP
488	146124	16389-0344	DR1374688	GSC Solar Leasing LP
489	146126	01554-6941	CE690733	GSC Solar Leasing LP
490	146161	01262-1554	CE706090	GSC Solar Leasing LP
491	146227	01074-0491	CE664102	GSC Solar Leasing LP
492	146260	02940-1027	YR2396270	GSC Solar Leasing LP
493	146269	01095-0126	CE702509	GSC Solar Leasing LP
494	146271	17111-0121	WE1053253	GSC Solar Leasing LP
495	146283	17019-0254	WE1076035	GSC Solar Leasing LP
496	146292	00809-0378	CK109001	GSC Solar Leasing LP
497	146296	22331-0227	WR909935	GSC Solar Leasing LP
498	146392	01142-0079	CE699262	GSC Solar Leasing LP
499	146401	14085-1786	PR2735609	GSC Solar Leasing LP
500	146420	64396-0074	SN447254	GSC Solar Leasing LP
501	146432	14116-0181	PR2830284	GSC Solar Leasing LP
502	146450	08091-0165	ER994492	GSC Solar Leasing LP
503	146484	01214-0272	CE699040	GSC Solar Leasing LP
504	146501	07356-0063	AT4079988	GSC Solar Leasing LP
505	146527	01185-0060	CE702255	GSC Solar Leasing LP
506	146579	01102-0549	CE699251	GSC Solar Leasing LP
507	146686	01099-0259	CE699264	GSC Solar Leasing LP
508	146707	17588-0111	WE1056875	GSC Solar Leasing LP
509	146750	17349-0119	WE1064205	GSC Solar Leasing LP
510	146853	08056-0840	ER990039	GSC Solar Leasing LP
511	146885	03043-0165	YR2396474	GSC Solar Leasing LP
512	146948	01560-1209	CE664105	GSC Solar Leasing LP
513	146953	01561-3118	CE668007	GSC Solar Leasing LP
514	146954	14229-0128	PR2811111	GSC Solar Leasing LP
515	146967	01094-0122	CE699243	GSC Solar Leasing LP
516	146969	03011-0266	YR2301362	GSC Solar Leasing LP
517	146982	02936-0146	YR2532852	GSC Solar Leasing LP
518	146992	01572-0339	CE668016	GSC Solar Leasing LP
519	250899	22703 - 0030	WR1056173	GSC Solar Leasing II LP
520	147031	17265-0220	WE1056874	GSC Solar Leasing LP

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521	147044	01560-0516	CE668021	GSC Solar Leasing LP
522	147074	16976-0097	WE1053256	GSC Solar Leasing LP
523	147082	16920-0070	WE1075982	GSC Solar Leasing LP
524	147093	06194-0043	AT4135509	GSC Solar Leasing LP
525	147123	26410-3931	DR1427616	GSC Solar Leasing LP
526	147134	01597-1924	CE665049	GSC Solar Leasing LP
527	147139	17510-0005	WE1064185	GSC Solar Leasing LP
528	147150	01560-0293	CE665044	GSC Solar Leasing LP
529	147201	01560-0237	CE668012	GSC Solar Leasing LP
530	147227	01253-0187	CE690595	GSC Solar Leasing LP
531	147240	17046-0335	WE1039179	GSC Solar Leasing LP
532	147248	13414-0230	PR3404918	GSC Solar Leasing LP
533	147265	13176-0184	PR2830739	GSC Solar Leasing LP
534	147272	01243-0390	CE706058	GSC Solar Leasing LP
535	147317	58776-0057	SC1213970	GSC Solar Leasing LP
536	147376	64312-0308	SN447455	GSC Solar Leasing LP
537	147449	64390-0037	SN450189	GSC Solar Leasing LP
538	147476	17485-0245	WE1068882	GSC Solar Leasing LP
539	147543	16920-0228	WE1045875	GSC Solar Leasing LP
540	147598	17430-0054	WE1068467	GSC Solar Leasing LP
541	148411	02963-1630	YR2895181	GSC Solar Leasing LP
542	148486	53237-0074	PC133555	GSC Solar Leasing LP
543	148505	58107-0035	SC1255687	GSC Solar Leasing LP
544	148633	16272-2280	DR1500879	GSC Solar Leasing LP
545	148734	22456-0094	WR909966	GSC Solar Leasing LP
546	148782	06065-0169	AT4081300	GSC Solar Leasing LP
547	148997	00103-0196	CO144416	GSC Solar Leasing LP
548	149086	03626-2319	YR2524161	GSC Solar Leasing LP
549	149091	00172-0130	CO135395	GSC Solar Leasing LP
550	149095	64473-0103	SN453606	GSC Solar Leasing LP
551	149157	58235-0231	SC1228534	GSC Solar Leasing LP
552	149186	14251-1106	PR2890095	GSC Solar Leasing LP
553	149284	16322-0383	DR1406192	GSC Solar Leasing LP
554	149299	64265-0158	SN447256	GSC Solar Leasing LP
555	149330	46177-0010	NR391806	GSC Solar Leasing LP
556	149333	35211-0070	CT118343	GSC Solar Leasing LP
557	149360	16429-1992	DR1427402	GSC Solar Leasing LP
558	149363	17214-0103	WE1083866	GSC Solar Leasing LP
559	149426	17054-0242	WE1045873	GSC Solar Leasing LP
560	149429	17054-0276	WE1047221	GSC Solar Leasing LP
561	149612	22633-0074	WR938471	GSC Solar Leasing LP
562	149787	08101-0532	ER1006387	GSC Solar Leasing LP
563	149808	24940-0691	HR1278374	GSC Solar Leasing LP
564	149825	14367-1808	PR2763605	GSC Solar Leasing LP
565	149915	26616-0138	DR1416465	GSC Solar Leasing LP
566	149965	40305-0185	HT173434	GSC Solar Leasing LP
567	150105	26618-0143	DR1389858	GSC Solar Leasing LP
568	150192	16304-0225	DR1386727	GSC Solar Leasing LP
569	150313	13171-0089	PR2811665	GSC Solar Leasing LP
570	150348	13384-0326	PR2782567	GSC Solar Leasing LP
571	150448	17019-0132	WE1047907	GSC Solar Leasing LP
572	150496	14367-0592	PR2862587	GSC Solar Leasing LP
573	150535	16966-0175	WE1075768	GSC Solar Leasing LP
574	150822	08130-2283	ER998052	GSC Solar Leasing LP
575	150887	46175-0122	NR391808	GSC Solar Leasing LP
576	150917	01125-0316	CE699032	GSC Solar Leasing LP
577	151126	17565-1657	WE1047224	GSC Solar Leasing LP
578	151204	53110-0031	PC132102	GSC Solar Leasing LP
579	151217	17111-0165	WE1064194	GSC Solar Leasing LP
580	151240	10470-0124	AT4135229	GSC Solar Leasing LP
581	151291	46049-0104	NR391894	GSC Solar Leasing LP
582	151365	44243-0102	LE74886	GSC Solar Leasing LP
583	151367	50120-0653	NK115151	GSC Solar Leasing LP
584	151641	17128-0044	WE1053251	GSC Solar Leasing LP
585	151648	01094-0849	CE668022	GSC Solar Leasing LP

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586	243457	13288-0130	PR3161789	GSC Solar Leasing LP
587	151732	34020-0141	DC164668	GSC Solar Leasing LP
588	151758	17052-0185	WE1068328	GSC Solar Leasing LP
589	151767	17050-0318	WE1068388	GSC Solar Leasing LP
590	151790	33270-0064	BR106936	GSC Solar Leasing LP
591	151796	16961-0270	WE1064166	GSC Solar Leasing LP
592	151811	01560-0252	CE727761	GSC Solar Leasing LP
593	151813	01555-7328	CE664108	GSC Solar Leasing LP
594	151834	01560-0294	CE728231	GSC Solar Leasing LP
595	151838	58144-0534	SC1302686	GSC Solar Leasing LP
596	151841	01106-0236	CE706187	GSC Solar Leasing LP
597	151843	01566-0557	CE664101	GSC Solar Leasing LP
598	151901	22559-0138	WR923209	GSC Solar Leasing LP
599	151998	35203-0103	CT119991	GSC Solar Leasing LP
600	152312	13521-0104	PR2793007	GSC Solar Leasing LP
601	152323	01561-2198	CE702296	GSC Solar Leasing LP
602	152457	38204-0299	CH63949	GSC Solar Leasing LP
603	152496	46214-0083	NR496439	GSC Solar Leasing LP
604	152522	16271-0865	DR1416523	GSC Solar Leasing LP
605	152569	01571-0197	CE702300	GSC Solar Leasing LP
606	152609	06308-0075	AT4099436	GSC Solar Leasing LP
607	152762	46354-0084	NR408517	GSC Solar Leasing LP
608	152782	01561-3714	CE690737	GSC Solar Leasing LP
609	152811	00698-0191	CK113693	GSC Solar Leasing LP
610	153003	17153-0123	WE1047223	GSC Solar Leasing LP
611	153010	17018-0052	WE1054571	GSC Solar Leasing LP
612	153030	14223-2735	PR2830410	GSC Solar Leasing LP
613	153051	17074-0046	WE1075785	GSC Solar Leasing LP
614	153054	17016-0183	WE1084179	GSC Solar Leasing LP
615	153087	16956-0089	WE1051827	GSC Solar Leasing LP
616	153274	64395-0349	SN459412	GSC Solar Leasing LP
617	153312	01555-6842	CE686057	GSC Solar Leasing LP
618	153313	36074-0154	FC214218	GSC Solar Leasing LP
619	153316	01555-6318	CE665043	GSC Solar Leasing LP
620	153331	01555-6473	CE702188	GSC Solar Leasing LP
621	153473	58572-0132	SC1265231	GSC Solar Leasing LP
622	153498	38247-0077	CH64676	GSC Solar Leasing LP
623	153737	26612-0203	DR1400034	GSC Solar Leasing LP
624	153782	03765-0660	WR923247	GSC Solar Leasing LP
625	153804	01097-0147	CE699247	GSC Solar Leasing LP
626	153835	142590056	PR3011264	GSC Solar Leasing LP
627	153863	58027-0040	SC1221564	GSC Solar Leasing LP
628	153928	17241-0193	WE1097765	GSC Solar Leasing LP
629	153929	58749-0144	SC1285351	GSC Solar Leasing LP
630	153931	17025-0270	WE1084181	GSC Solar Leasing LP
631	153938	14366-2148	PR2763603	GSC Solar Leasing LP
632	153959	06385-0102	AT4135235	GSC Solar Leasing LP
633	153976	17018-0134	WE1064230	GSC Solar Leasing LP
634	154040	16991-0103	WE1645708	GSC Solar Leasing LP
635	154174	26568-0288	DR1505230	GSC Solar Leasing LP
636	154362	17196-0191	WE1075790	GSC Solar Leasing LP
637	154364	22654-0450	WR910208	GSC Solar Leasing LP
638	154547	01188-0222	CE693645	GSC Solar Leasing LP
639	154589	36057-0422	FC207489	GSC Solar Leasing LP
640	154635	01586-0326	CE685509	GSC Solar Leasing LP
641	154667	03206-2722	YR2314357	GSC Solar Leasing LP
642	154758	36013-0259	FC207497	GSC Solar Leasing LP
643	154759	14085-1111	PR2908290	GSC Solar Leasing LP
644	154779	01164-0086	CE699244	GSC Solar Leasing LP
645	154817	26500-0135	DR1445184	GSC Solar Leasing LP
646	154851	01561-4609	CE733599	GSC Solar Leasing LP
647	155047	63210-0156	KL106420	GSC Solar Leasing LP
648	155074	53106-0166	PC136373	GSC Solar Leasing LP
649	155129	14143-1965	PR2763604	GSC Solar Leasing LP
650	155160	58664-0090	SC1265298	GSC Solar Leasing LP

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651	155191	03238-0017	YR2352705	GSC Solar Leasing LP
652	155229	26747-0107	DR1374687	GSC Solar Leasing LP
653	155256	36238-0019	FC227015	GSC Solar Leasing LP
654	155278	07308-0295	AT4334243	GSC Solar Leasing LP
655	155360	64264-2070	SN450193	GSC Solar Leasing LP
656	155380	06011-0115	AT4099488	GSC Solar Leasing LP
657	155387	17327-0010	WE1084234	GSC Solar Leasing LP
658	155412	13239-0828	PR2830088	GSC Solar Leasing LP
659	155496	58091-2861	SC1247651	GSC Solar Leasing LP
660	155595	17384-3110	WE1084438	GSC Solar Leasing LP
661	155656	64407-0180	SN450269	GSC Solar Leasing LP
662	156066	13397-0172	PR2862694	GSC Solar Leasing LP
663	156111	26780-0232	DR1427799	GSC Solar Leasing LP
664	156133	32033-0399	BC287065	GSC Solar Leasing LP
665	156185	40417-0123	HT237536	GSC Solar Leasing LP
666	156208	13168-0106	PR2862437	GSC Solar Leasing LP
667	156229	16332-0274	DR1427453	GSC Solar Leasing LP
668	156287	01202-0242	CE664104	GSC Solar Leasing LP
669	156416	08065-1462	ER1006386	GSC Solar Leasing LP
670	191357	46184-0041	NR401243	GSC Solar Leasing LP
671	156522	10168-0128	AT4153527	GSC Solar Leasing LP
672	156536	64218-0122	SN461412	GSC Solar Leasing LP
673	156561	01567-1217	CE706024	GSC Solar Leasing LP
674	156768	46268-0061	NR399243	GSC Solar Leasing LP
675	156784	64132-0145	SN461413	GSC Solar Leasing LP
676	156836	64126-0167	SN479044	GSC Solar Leasing LP
677	156852	26616-0473	DR1389859	GSC Solar Leasing LP
678	156856	249623214	HR1355858	GSC Solar Leasing LP
679	156930	35164-0988	CT120030	GSC Solar Leasing LP
680	156932	64282-0011	SN461517	GSC Solar Leasing LP
681	156980	58831-0942	SC1280114	GSC Solar Leasing LP
682	157010	03270-0476	YR2364757	GSC Solar Leasing LP
683	157054	06219-0103	AT4135238	GSC Solar Leasing LP
684	157094	58933-0384	SC1247725	GSC Solar Leasing LP
685	157177	70000-0301	YR2352975	GSC Solar Leasing LP
686	157193	64173-0103	SN447468	GSC Solar Leasing LP
687	157233	16336-0154	DR1405944	GSC Solar Leasing LP
688	157259	06405-0250	AT4178182	GSC Solar Leasing LP
689	157364	13194-1864	PR2811038	GSC Solar Leasing LP
690	157383	75170-0052	CE693678	GSC Solar Leasing LP
691	157521	14313-0416	PR4605545	GSC Solar Leasing LP
692	157553	08082-0078	ER998051	GSC Solar Leasing LP
693	157586	00556-0010	CK122275	GSC Solar Leasing LP
694	157600	06063-0339	AT4079555	GSC Solar Leasing LP
695	157620	01561-4608	CE729255	GSC Solar Leasing LP
696	157635	16961-0246	WE1098214	GSC Solar Leasing LP
697	157636	64410-0189	SN450188	GSC Solar Leasing LP
698	157638	40379-0019	HT178615	GSC Solar Leasing LP
699	157652	16347-0034	DR1427643	GSC Solar Leasing LP
700	157722	64366-0159	SN464171	GSC Solar Leasing LP
701	157766	08132-0331	ER1011439	GSC Solar Leasing LP
702	157776	16945-1162	WE1084043	GSC Solar Leasing LP
703	157810	17054-0272	WE1098041	GSC Solar Leasing LP
704	157814	51137-0163	ND126795	GSC Solar Leasing LP
705	157831	14103-0144	PR2830204	GSC Solar Leasing LP
706	157844	64372-0023	SN447316	GSC Solar Leasing LP
707	157896	58904-0060	SC1329577	GSC Solar Leasing LP
708	157988	01290-0214	CE726823	GSC Solar Leasing LP
709	157993	01567-1156	CE858360	GSC Solar Leasing LP
710	158094	01571-0195	CE712309	GSC Solar Leasing LP
711	158096	14114-0414	PR2793522	GSC Solar Leasing LP
712	158133	34141-0017	DC170160	GSC Solar Leasing LP
713	158399	40429-0087	HT178658	GSC Solar Leasing LP
714	158489	16327-0109	DR1405933	GSC Solar Leasing LP
715	158519	22712-0617	WR909933	GSC Solar Leasing LP

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716	158615	22471-0055	WR909939	GSC Solar Leasing LP
717	158679	16914-0208	WE1109239	GSC Solar Leasing LP
718	158728	34133-0791	DC202657	GSC Solar Leasing LP
719	158740	58104-0372	SC1332079	GSC Solar Leasing LP
720	158753	14339-0123	PR2782417	GSC Solar Leasing LP
721	158764	01101-0067	CE702270	GSC Solar Leasing LP
722	158841	13135-1317	PR2874307	GSC Solar Leasing LP
723	158901	75173-0013	CE693681	GSC Solar Leasing LP
724	158964	24997-0111	HR1303933	GSC Solar Leasing LP
725	159031	13332-0109	PR2793208	GSC Solar Leasing LP
726	159072	01355-0116	CE699248	GSC Solar Leasing LP
727	159183	35172-0091	CT123165	GSC Solar Leasing LP
728	159348	16952-0005	WE1076019	GSC Solar Leasing LP
729	159349	64141−0034	SN453626	GSC Solar Leasing LP
730	159371	58842-0044	SC1265709	GSC Solar Leasing LP
731	159405	03272-0765	YR2352786	GSC Solar Leasing LP
732	159431	50290-0165	NK91571	GSC Solar Leasing LP
733	159475	03768-0034	WR916235	GSC Solar Leasing LP
734	159527	58138-0354	SC1280115	GSC Solar Leasing LP
735	159578	43461-0073	LA161466	GSC Solar Leasing LP
736	159662	03554-4274	YR2379067	GSC Solar Leasing LP
737	159678	03488-0091	YR2397397	GSC Solar Leasing LP
738	159842	58202-0230	SC1265616	GSC Solar Leasing LP
739	159953	22467-0949	WR909908	GSC Solar Leasing LP
740	159987	64033-0489	SN478847	GSC Solar Leasing LP
741	160055	06471-0192	AT4298414	GSC Solar Leasing LP
742	160152	01561-2342	CE685543	GSC Solar Leasing LP
743	160200	17413-0035	WE1064143	GSC Solar Leasing LP
744	160263	00087-1186	CO137947	GSC Solar Leasing LP
745	160320	16923-0244	WE1064132	GSC Solar Leasing LP
746	160577	17070-0100	WE1084142	GSC Solar Leasing LP
747	160718	01358-0095	CE685546	GSC Solar Leasing LP
748	161037	17015-0022	WE1075921	GSC Solar Leasing LP
749	161125	07576-0223	AT4154915	GSC Solar Leasing LP
750	161229	03245-0244	YR2406925	GSC Solar Leasing LP
751	161497	46161-0309	NR406085	GSC Solar Leasing LP
752	161551	17560-0251	WE1098044	GSC Solar Leasing LP
753	161552	41225-0066	HC135640	GSC Solar Leasing LP
754	161677	06423-0369	AT4081968	GSC Solar Leasing LP
755	161790	75039-0104	CE693745	GSC Solar Leasing LP
756	161823	58805-0042	SC1291875	GSC Solar Leasing LP
757	161828	58807-0226	SC1255843	GSC Solar Leasing LP
758	161833	34133-0590	DC202660	GSC Solar Leasing LP
759	161836	01102-0402	CE702520	GSC Solar Leasing LP
760	161945	03840-0346	WR972497	GSC Solar Leasing LP
761	162279	01545-1204	CE690814	GSC Solar Leasing LP
762	162385	46228-0061	NR393499	GSC Solar Leasing LP
763	162435	06264-0049	AT4135241	GSC Solar Leasing LP
764	162449	01561-2168	CE702269	GSC Solar Leasing LP
765	162476	1733-70080	WE1064159	GSC Solar Leasing LP
766	162495	00086-0228	CO139546	GSC Solar Leasing LP
767	162508	08498-0395	ER1020643	GSC Solar Leasing LP
768	162540	21036-0137	AT4135362	GSC Solar Leasing LP
769	162557	58925-1202	SC1255854	GSC Solar Leasing LP
770	162680	58110-0569	SC1279882	GSC Solar Leasing LP
771	162742	02956-0054	YR2363488	GSC Solar Leasing LP
772	162777	01563-1300	CE702522	GSC Solar Leasing LP
773	162785	40510-0081	HT178561	GSC Solar Leasing LP
774	162815	03642-2381	YR2407016	GSC Solar Leasing LP
775	163034	14223-7578	PR2841936	GSC Solar Leasing LP
776	163259	17414-0857	WE1068505	GSC Solar Leasing LP
777	163295	14114-1161	PR2830151	GSC Solar Leasing LP
778	163330	02956-0221	YR2363550	GSC Solar Leasing LP
779	163356	16988-0086	WE1097985	GSC Solar Leasing LP
780	163455	58806-0065	SC1285353	GSC Solar Leasing LP

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781	163732	64108-0093	SN455868	GSC Solar Leasing LP
782	163759	14140-0432	PR2841971	GSC Solar Leasing LP
783	163826	01219-0043	CE690727	GSC Solar Leasing LP
784	164230	03796-1440	WR1150222	GSC Solar Leasing LP
785	165132	16911-0383	WE1083938	GSC Solar Leasing LP
786	165372	16365-0051	DR1427685	GSC Solar Leasing LP
787	165390	03576-0236	YR2379452	GSC Solar Leasing LP
788	165472	01198-0055	CE707537	GSC Solar Leasing LP
789	165520	32257-0201	BC283950	GSC Solar Leasing LP
790	165548	64443-0178	SN453891	GSC Solar Leasing LP
791	165622	02929-0147	YR2522133	GSC Solar Leasing LP
792	165633	22260-0455	WR909890	GSC Solar Leasing LP
793	165733	22467-0032	WR923280	GSC Solar Leasing LP
794	165748	16922-0190	WE1109094	GSC Solar Leasing LP
795	165832	06055-0028	AT4178607	GSC Solar Leasing LP
796	165885	35164-1465	CT118993	GSC Solar Leasing LP
797	165935	14226-2861	PR2811539	GSC Solar Leasing LP
798	165941	64307-0215	SN450565	GSC Solar Leasing LP
799	165943	00116-0114	CO141742	GSC Solar Leasing LP
800	166005	58831-1712	SC1255949	GSC Solar Leasing LP
801	166040	16978-0422	WE1083872	GSC Solar Leasing LP
802	166080	58812-0294	PR2811575	GSC Solar Leasing LP
803	166114	58737-1171	SC1255862	GSC Solar Leasing LP
804	166118	46387-0144	NR399307	GSC Solar Leasing LP
805	166226	14093-2266	PR2830133	GSC Solar Leasing LP
806	166307	22482-0047	WR938604	GSC Solar Leasing LP
807	166309	40375-0018	HT178546	GSC Solar Leasing LP
808	166316	14062-0009	PR2842000	GSC Solar Leasing LP
809	166338	16407-0245	DR1416680	GSC Solar Leasing LP
810	166369	06145-0629	AT4135248	GSC Solar Leasing LP
811	166381	03842-0334	WR1150360	GSC Solar Leasing LP
812	166388	64230-0091	SN461415	GSC Solar Leasing LP
813	166401	01103-0369	CE702316	GSC Solar Leasing LP
814	166410	64106-0120	SN464166	GSC Solar Leasing LP
815	166434	64445-0186	SN447482	GSC Solar Leasing LP
816	166625	26498-0008	DR1427825	GSC Solar Leasing LP
817	166771	22509-0060	WR917224	GSC Solar Leasing LP
818	166815	14223-2221	PR2862406	GSC Solar Leasing LP
819	166909	58220-0350	SC1265707	GSC Solar Leasing LP
820	166990	24935-1405	HR1303270	GSC Solar Leasing LP
821	167068	58831-1067	SC1265294	GSC Solar Leasing LP
822	167266	13212-0498	PR2874220	GSC Solar Leasing LP
823	167298	14364-0305	PR2811575	GSC Solar Leasing LP
824	167323	03663-0197	YR2407100	GSC Solar Leasing LP
825	167342	58960-0134	SC1265708	GSC Solar Leasing LP
826	167344	26417-0349	DR1427819	GSC Solar Leasing LP
827	167381	58091-1515	SC1255939	GSC Solar Leasing LP
828	167530	03779-0864	WR910046	GSC Solar Leasing LP
829	236194	03014 - 1205	YR2716930	GSC Solar Leasing II LP
830	167708	58169-0568	SC1280148	GSC Solar Leasing LP
831	167823	01237-0266	CE699266	GSC Solar Leasing LP
832	167831	08125-0171	ER1204491	GSC Solar Leasing LP
833	167980	16922-0237	WE1084245	GSC Solar Leasing LP
834	168054	58066-0048	SC1555035	GSC Solar Leasing LP
835	168244	58033-0043	SC1368071	GSC Solar Leasing LP
836	168297	24935-5315	HR1356003	GSC Solar Leasing LP
837	168344	26409-1402	DR1445009	GSC Solar Leasing LP
838	168345	03330-0042	YR2435773	GSC Solar Leasing LP
839	168400	63170-0151	KL105093	GSC Solar Leasing LP
840	168418	03844-0411	WR934324	GSC Solar Leasing LP
841	168424	64438-0120	SN447280	GSC Solar Leasing LP
842	168476	22734-0326	WR923228	GSC Solar Leasing LP
843	168555	58835-0106	SC1248086	GSC Solar Leasing LP
844	168563	14152-0089	PR2861689	GSC Solar Leasing LP
845	168652	26411-1752	DR1406670	GSC Solar Leasing LP

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846	168844	22728-0176	WR971484	GSC Solar Leasing LP
847	169106	22639-0094	WR923275	GSC Solar Leasing LP
848	169114	58916-0051	SC1271196	GSC Solar Leasing LP
849	169134	13371-0451	PR2874207	GSC Solar Leasing LP
850	169160	17005-0268	WE1109377	GSC Solar Leasing LP
851	169215	03341-5352	YR2397492	GSC Solar Leasing LP
852	169289	14220-2131	PR2862341	GSC Solar Leasing LP
853	169342	14245-0441	PR2831520	GSC Solar Leasing LP
854	169352	71324-0089	WC450616	GSC Solar Leasing LP
855	169471	16995-0022	WE1109171	GSC Solar Leasing LP
856	169478	46343-0449	NR408616	GSC Solar Leasing LP
857	169488	25050-1016	HR1310752	GSC Solar Leasing LP
858	169537	01561-4652	CE858502	GSC Solar Leasing LP
859	169542	01313-2665	CE706173	GSC Solar Leasing LP
860	169546	01560-1208	CE729239	GSC Solar Leasing LP
861	169547	58107-0034	SC1368612	GSC Solar Leasing LP
862	169894	16272-0672	DR1427363	GSC Solar Leasing LP
863	169947	01561-1780	CE702384	GSC Solar Leasing LP
864	169972	26772-0055	DR1434737	GSC Solar Leasing LP
865	170099	58108-0078	SC1291891	GSC Solar Leasing LP
866	170131	03841-0427	WR916331	GSC Solar Leasing LP
867	170133	26455-0199	DR1416858	GSC Solar Leasing LP
868	170144	58552-0150	SC1554632	GSC Solar Leasing LP
869	170146	24935-5714	HR1303367	GSC Solar Leasing LP
870	170172	14242-0063	PR2862339	GSC Solar Leasing LP
871	170244	02937-2005	YR2435793	GSC Solar Leasing LP
872	170391	00087-0989	CO191924	GSC Solar Leasing LP
873	170742	16332-0360	DR1504774	GSC Solar Leasing LP
874	170760	17022-0084	WE1097988	GSC Solar Leasing LP
875	170808	64471-0056	SN461459	GSC Solar Leasing LP
876	171018	71143-0053	WC461769	GSC Solar Leasing LP
877	171080	14273-0214	PR2874923	GSC Solar Leasing LP
878	171276	17297-0086	WE1103217	GSC Solar Leasing LP
879	171375	25074-0481	HR1310738	GSC Solar Leasing LP
880	171411	14223-4189	PR2793857	GSC Solar Leasing LP
881	171422	13148-1048	PR2811741	GSC Solar Leasing LP
882	171459	06216-0326	AT4214821	GSC Solar Leasing LP
883	171601	03047-1073	YR2407207	GSC Solar Leasing LP
884	171962	50236-0099	NK93927	GSC Solar Leasing LP
885	172219	22218-0036	WR923065	GSC Solar Leasing LP
886	172244	03343-1513	YR2407210	GSC Solar Leasing LP
887	172268	06226-0127	AT4135263	GSC Solar Leasing LP
888	172371	02963-3344	YR2397476	GSC Solar Leasing LP
889	172426	64357-0164	SN453663	GSC Solar Leasing LP
890	172479	22530-0247	WR934109	GSC Solar Leasing LP
891	172486	24940-2807	HR1319569	GSC Solar Leasing LP
892	172490	64355-0054	SN459323	GSC Solar Leasing LP
893	172533	46185-0011	NR406072	GSC Solar Leasing LP
894	172556	13121-0712	PR2874216	GSC Solar Leasing LP
895	172572	06321-0127	AT4135267	GSC Solar Leasing LP
896	172598	64114-0056	SN461465	GSC Solar Leasing LP
897	172669	17002-0194	WE1076026	GSC Solar Leasing LP
898	172675	43484-0378	LA164858	GSC Solar Leasing LP
899	172712	10374-0039	AT4309855	GSC Solar Leasing LP
900	172738	58737-2109	SC1265724	GSC Solar Leasing LP
901	172834	03242-0493	YR2396408	GSC Solar Leasing LP
902	172959	64415-0178	SN447217	GSC Solar Leasing LP
903	172986	17072-0106	WE1861244	GSC Solar Leasing LP
904	173011	26482-1022	DR1416849	GSC Solar Leasing LP
905	173017	13239-0709	PR2978019	GSC Solar Leasing LP
906	173137	01313-1630	CE706174	GSC Solar Leasing LP
907	173161	16413-0207	DR1452285	GSC Solar Leasing LP
908	173166	36057-0259	FC216791	GSC Solar Leasing LP
909	173184	64098-0237	SN447336	GSC Solar Leasing LP
910	173244	22445-0132	WR934456	GSC Solar Leasing LP

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911	173246	36057-0735	FC216794	GSC Solar Leasing LP
912	173259	46204-0107	NR393492	GSC Solar Leasing LP
913	173287	08430-0349	ER1017497	GSC Solar Leasing LP
914	173341	03327-5171	YR2397142	GSC Solar Leasing LP
915	173377	14241-0072	PR2889405	GSC Solar Leasing LP
916	173626	58019-0069	SC1285558	GSC Solar Leasing LP
917	173650	14189-0078	PR2830272	GSC Solar Leasing LP
918	173740	50236-0301	NK87912	GSC Solar Leasing LP
919	173780	13426-0334	PR2862867	GSC Solar Leasing LP
920	173994	06295-0185	AT4135867	GSC Solar Leasing LP
921	174095	17111-0125	WE1109426	GSC Solar Leasing LP
922	174130	46250-0088	NR406133	GSC Solar Leasing LP
923	174152	40444-0020	HT193445	GSC Solar Leasing LP
924	174166	58235-0227	SC1265714	GSC Solar Leasing LP
925	174343	03287-0122	YR2397401	GSC Solar Leasing LP
926	174489	14218-0143	PR2874515	GSC Solar Leasing LP
927	174504	58129-0121	SC1265710	GSC Solar Leasing LP
928	174538	17111-0124	WE1083875	GSC Solar Leasing LP
929	174592	17347-0097	WE1103192	GSC Solar Leasing LP
930	174633	01560-2575	CE699373	GSC Solar Leasing LP
931	174650	08481-0092	ER1033756	GSC Solar Leasing LP
932	174699	01228-0200	CE702276	GSC Solar Leasing LP
933	174715	17018-0077	WE1076027	GSC Solar Leasing LP
934	174759	26569-0685	DR1434153	GSC Solar Leasing LP
935	174894	26534-0259	DR1434166	GSC Solar Leasing LP
936	174774	58763-0839	SC1271230	GSC Solar Leasing LP
937	179310	16342-0034	DR1434332	GSC Solar Leasing LP
938	179326	16426-0496	DR1434353	GSC Solar Leasing LP
939	174795	16377-0209	DR1445641	GSC Solar Leasing LP
940	174797	03330-0059	YR2397404	GSC Solar Leasing LP
941	174802	01560-1376	CE702378	GSC Solar Leasing LP
942	174807	03025-0398	YR2450504	GSC Solar Leasing LP
943	180460	03625-0443	YR2407591	GSC Solar Leasing LP
944	174887	03272-2847	YR2449967	GSC Solar Leasing LP
945	174892	13500-0185	PR2842137	GSC Solar Leasing LP
946	181457	01560-2183	CE694006	GSC Solar Leasing LP
947	174905	02976-0147	YR2435842	GSC Solar Leasing LP
948	181841	14244-0245	PR2842478	GSC Solar Leasing LP
949	174915	06480-0201	AT4214833	GSC Solar Leasing LP
950	174916	06447-0293	AT4309905	GSC Solar Leasing LP
951	175465	13291-0349	PR2874531	GSC Solar Leasing LP
952	175553	13233-0108	PR2862361	GSC Solar Leasing LP
953	175585	22716-0776	WR938494	GSC Solar Leasing LP
954	175607	17464-0083	WE1084454	GSC Solar Leasing LP
955	175646	50286-0294	NK87952	GSC Solar Leasing LP
956	175672	58906-0266	SC1256012	GSC Solar Leasing LP
957	175717	26612-0204	DR1451951	GSC Solar Leasing LP
958	175725	13239-7158	PR2862419	GSC Solar Leasing LP
959	175734	46227-0311	NR399393	GSC Solar Leasing LP
960	175743	14196-0262	PR2830116	GSC Solar Leasing LP
961	175767	03341-5360	YR2396443	GSC Solar Leasing LP
962	175780	32041-0098	BC289221	GSC Solar Leasing LP
963	175894	17400-0446	WE1109428	GSC Solar Leasing LP
964	175903	25079-3027	HR1324678	GSC Solar Leasing LP
965	176066	08307-0071	ER1033906	GSC Solar Leasing LP
966	176129	34049-0039	DC170979	GSC Solar Leasing LP
967	176176	16311-0263	DR1427550	GSC Solar Leasing LP
968	176206	00533-0254	CK126565	GSC Solar Leasing LP
969	176254	22201-0115	WR938341	GSC Solar Leasing LP
970	176362	58025-0440	SC1271253	GSC Solar Leasing LP
971	176381	01561-4744	CE712256	GSC Solar Leasing LP
972	176451	22602-0113	WR1150488	GSC Solar Leasing LP
973	176476	58182-0163	SC1291914	GSC Solar Leasing LP
974	176491	75174-0181	CE690879	GSC Solar Leasing LP
975	176530	22169-0370	WR938227	GSC Solar Leasing LP

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976	176572	03329-0639	YR2435799	GSC Solar Leasing LP
977	176727	16272-2000	DR1545435	GSC Solar Leasing LP
978	176732	17417-0716	WE1109202	GSC Solar Leasing LP
979	176787	22727-1563	WR934350	GSC Solar Leasing LP
980	176792	46284-0164	NR406200	GSC Solar Leasing LP
981	176960	22727-2999	WR934205	GSC Solar Leasing LP
982	177011	24940-3240	HR1324687	GSC Solar Leasing LP
983	177055	58091-2979	SC1265726	GSC Solar Leasing LP
984	177068	34007-0038	DC167519	GSC Solar Leasing LP
985	177220	64411-0315	SN477557	GSC Solar Leasing LP
986	177364	64396-0240	SN464167	GSC Solar Leasing LP
987	177774	58763-0665	SC1292144	GSC Solar Leasing LP
988	186252	14220-3636	PR4080077	GSC Solar Leasing LP
989	188479	14210-1845	PR2842484	GSC Solar Leasing LP
990	188568	14254-5657	PR2842485	GSC Solar Leasing LP
991	188757	14221-4660	PR2842489	GSC Solar Leasing LP
992	178083	40389-0049	HT186724	GSC Solar Leasing LP
993	178147	58729-0086	SC1271259	GSC Solar Leasing LP
994	178152	03232-1304	YR2524455	GSC Solar Leasing LP
995	178155	03242-0611	YR2397414	GSC Solar Leasing LP
996	188760	14073-0151	PR2842493	GSC Solar Leasing LP
997	189247	16272-1506	DR1434346	GSC Solar Leasing LP
998	178255	16425-1979	DR1445406	GSC Solar Leasing LP
999	178260	13222-0085	PR2862899	GSC Solar Leasing LP
1000	178271	26548-3373	DR1445165	GSC Solar Leasing LP
1001	178272	03580-0248	YR2424914	GSC Solar Leasing LP
1002	179296	16273-0037	DR1445459	GSC Solar Leasing LP
1003	188102	14366-0970	PR3406418	GSC Solar Leasing LP
1004	188166	16374-0064	DR1445418	GSC Solar Leasing LP
1005	188563	16297-0965	DR1445771	GSC Solar Leasing LP
1006	191952	14368-2934	PR2862436	GSC Solar Leasing LP
1007	174908	02907-0201	YR2436268	GSC Solar Leasing LP
1008	178276	03211-0044	YR2436552	GSC Solar Leasing LP
1009	178281	26548-3372	DR1505250	GSC Solar Leasing LP
1010	178359	64434-0230	SN455930	GSC Solar Leasing LP
1011	178438	28066-0038	PE237056	GSC Solar Leasing LP
1012	178443	00174-0716	CO151331	GSC Solar Leasing LP
1013	178477	17248-0125	WE1084153	GSC Solar Leasing LP
1014	178491	22651-0282	WR938249	GSC Solar Leasing LP
1015	178526	22698-1554	WR938342	GSC Solar Leasing LP
1016	178575	22258-0153	WR934334	GSC Solar Leasing LP
1017	178631	13411-0082	PR2889614	GSC Solar Leasing LP
1018	178671	58211-0290	SC1291916	GSC Solar Leasing LP
1019	178673	03195-0301	YR2436275	GSC Solar Leasing LP
1020	178693	01277-0299	CE858480	GSC Solar Leasing LP
1021	178703	58091-3395	SC1292124	GSC Solar Leasing LP
1022	178866	16985-0760	WE1118195	GSC Solar Leasing LP
1023	178910	14201-0319	PR2861896	GSC Solar Leasing LP
1024	178912	14114-0393	PR2889547	GSC Solar Leasing LP
1025	178915	26592-0049	DR1429177	GSC Solar Leasing LP
1026	178931	03029-0027	YR2397530	GSC Solar Leasing LP
1027	178940	36013-0182	FC224909	GSC Solar Leasing LP
1028	178996	13233-0107	PR2862372	GSC Solar Leasing LP
1029	179079	16297-0725	DR1460020	GSC Solar Leasing LP
1030	179162	46343-0445	NR396392	GSC Solar Leasing LP
1031	179164	22584-0202	WR972277	GSC Solar Leasing LP
1032	179168	03270-0656	YR2407578	GSC Solar Leasing LP
1033	179233	03324-0212	YR2469887	GSC Solar Leasing LP
1034	179264	58987-0042	SC1292192	GSC Solar Leasing LP
1035	179266	71339-0036	WC477122	GSC Solar Leasing LP
1036	178010	58750-0250	SC1285412	GSC Solar Leasing LP
1037	178043	03340-3946	YR2435899	GSC Solar Leasing LP
1038	178259	16286-0138	DR1452304	GSC Solar Leasing LP
1039	178273	03642-2417	YR2435889	GSC Solar Leasing LP
1040	179276	03234-0413	YR2436596	GSC Solar Leasing LP

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1041	179284	03171-0037	YR2435847	GSC Solar Leasing LP
1042	179290	58928-1181	SC1285502	GSC Solar Leasing LP
1043	179314	16428-0363	DR2030733	GSC Solar Leasing LP
1044	180081	26569-0670	DR1452147	GSC Solar Leasing LP
1045	181447	01560-0829	CE702282	GSC Solar Leasing LP
1046	181488	58924-0185	SC1285695	GSC Solar Leasing LP
1047	181511	01560-0224	CE702406	GSC Solar Leasing LP
1048	181658	70559-0343	CE702412	GSC Solar Leasing LP
1049	179333	03580-0177	YR2435996	GSC Solar Leasing LP
1050	179361	03646-0018	YR2450916	GSC Solar Leasing LP
1051	179446	03624-0078	YR2397523	GSC Solar Leasing LP
1052	179525	17156-0410	WE1109242	GSC Solar Leasing LP
1053	179568	03758-0449	WR972484	GSC Solar Leasing LP
1054	181767	70504-0890	CE858477	GSC Solar Leasing LP
1055	179640	43148-0094	LA176172	GSC Solar Leasing LP
1056	179657	70012-2543	YR2519001	GSC Solar Leasing LP
1057	179702	58804-0129	SC1265738	GSC Solar Leasing LP
1058	179839	08090-0750	ER1055690	GSC Solar Leasing LP
1059	179897	22459-0176	WR938627	GSC Solar Leasing LP
1060	180000	17016-0087	WE1097994	GSC Solar Leasing LP
1061	181842	01554-6786	CE704472	GSC Solar Leasing LP
1062	182390	14366-2614	PR2874245	GSC Solar Leasing LP
1063	180042	24962-3339	HR1584640	GSC Solar Leasing LP
1064	182442	58765-0285	SC1285417	GSC Solar Leasing LP
1065	186501	14115-0120	PR2874623	GSC Solar Leasing LP
1066	186651	26527-0167	DR1452635	GSC Solar Leasing LP
1067	187087	26479-1434	DR1451969	GSC Solar Leasing LP
1068	187112	26482-0264	DR1451964	GSC Solar Leasing LP
1069	180146	14273-0175	PR2889086	GSC Solar Leasing LP
1070	180196	13252-0069	PR3157970	GSC Solar Leasing LP
1071	180302	22260-0460	WR916756	GSC Solar Leasing LP
1072	180412	22734-1308	WR934218	GSC Solar Leasing LP
1073	187205	03206-2953	YR2436651	GSC Solar Leasing LP
1074	187676	03291-0191	YR2435913	GSC Solar Leasing LP
1075	187752	03011-0670	YR2435863	GSC Solar Leasing LP
1076	187816	14220-2550	PR2875072	GSC Solar Leasing LP
1077	180487	35244-0330	CT118309	GSC Solar Leasing LP
1078	180489	58747-0127	SC1242723	GSC Solar Leasing LP
1079	180490	24975-0101	HR1283765	GSC Solar Leasing LP
1080	180491	03829-0017	WR894791	GSC Solar Leasing LP
1081	180492	07610-0021	AT3952684	GSC Solar Leasing LP
1082	180495	40529-0047	HT174860	GSC Solar Leasing LP
1083	180497	46168-0023	NR387161	GSC Solar Leasing LP
1084	180499	14090-0031	PR2750582	GSC Solar Leasing LP
1085	180500	22711-0136	WR894790	GSC Solar Leasing LP
1086	180518	22734-1988	WR943629	GSC Solar Leasing LP
1087	180539	24962-2164	HR1356001	GSC Solar Leasing LP
1088	180935	71493-0615	WC484795	GSC Solar Leasing LP
1089	181016	14244-0161	PR2889632	GSC Solar Leasing LP
1090	181093	14334-0108	PR2962653	GSC Solar Leasing LP
1091	181165	70536-0012	CE748386	GSC Solar Leasing LP
1092	188112	14220-3702	PR2875065	GSC Solar Leasing LP
1093	188222	14210-1915	PR2874252	GSC Solar Leasing LP
1094	188358	40381-0357	HT185497	GSC Solar Leasing LP
1095	188497	03043-0166	YR2436379	GSC Solar Leasing LP
1096	188569	14071-1544	PR2874053	GSC Solar Leasing LP
1097	188575	14071-0038	PR2875045	GSC Solar Leasing LP
1098	188631	03308-0634	YR2436018	GSC Solar Leasing LP
1099	188947	16364-0148	DR1452180	GSC Solar Leasing LP
1100	188955	02937-1760	YR2436718	GSC Solar Leasing LP
1101	188983	14074-0021	PR2875057	GSC Solar Leasing LP
1102	189071	03554-2751	YR2436678	GSC Solar Leasing LP
1103	189499	14252-0411	PR2874069	GSC Solar Leasing LP
1104	189594	02941-0337	YR2436360	GSC Solar Leasing LP
1105	189608	58971-0048	SC1285438	GSC Solar Leasing LP

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1106	189609	14144-0148	PR2875600	GSC Solar Leasing LP
1107	181674	00577-0067	CK122335	GSC Solar Leasing LP
1108	189638	16272-1017	DR1452387	GSC Solar Leasing LP
1109	189765	03314-0313	YR2435920	GSC Solar Leasing LP
1110	189850	14221-0363	PR2875303	GSC Solar Leasing LP
1111	191141	16368-0040	DR1452404	GSC Solar Leasing LP
1112	181740	14223-7602	PR2831412	GSC Solar Leasing LP
1113	191897	14368-2933	PR2874078	GSC Solar Leasing LP
1114	191951	14368-2954	PR2875113	GSC Solar Leasing LP
1115	192021	14367-1775	PR2875098	GSC Solar Leasing LP
1116	181839	22734-2258	WR1481393	GSC Solar Leasing LP
1117	192122	02940-0833	YR2436027	GSC Solar Leasing LP
1118	192425	02944-0092	YR2436396	GSC Solar Leasing LP
1119	193057	14251-0991	PR2875267	GSC Solar Leasing LP
1120	182112	13511-0004	PR2968127	GSC Solar Leasing LP
1121	182127	58933-0492	SC1332898	GSC Solar Leasing LP
1122	182231	17453-0175	WE1109244	GSC Solar Leasing LP
1123	182328	03065-2290	YR2523750	GSC Solar Leasing LP
1124	147028	01561-2263	CE668013	GSC Solar Leasing LP
1125	193639	14254-0612	PR2875634	GSC Solar Leasing LP
1126	193916	17417-0856	WE1103477	GSC Solar Leasing LP
1127	194047	14094-2034	PR2875541	GSC Solar Leasing LP
1128	195224	14239-0144	PR2874087	GSC Solar Leasing LP
1129	182799	16416-0187	DR1452343	GSC Solar Leasing LP
1130	184305	26650-0751	DR2190955	GSC Solar Leasing LP
1131	185998	14169-0212	PR2889634	GSC Solar Leasing LP
1132	195636	14029-0052	PR2875389	GSC Solar Leasing LP
1133	186082	58910-0176	SC1330898	GSC Solar Leasing LP
1134	186100	16271-0653	DR1460325	GSC Solar Leasing LP
1135	186103	26616-0319	DR1452165	GSC Solar Leasing LP
1136	186105	26364-0055	DR1451884	GSC Solar Leasing LP
1137	186107	26509-0550	DR2190965	GSC Solar Leasing LP
1138	186108	58773-0085	SC1332763	GSC Solar Leasing LP
1139	195976	16948-0229	WE1103077	GSC Solar Leasing LP
1140	186151	24935-5871	HR1584884	GSC Solar Leasing LP
1141	195991	14084-0261	PR2875374	GSC Solar Leasing LP
1142	186242	14246-0328	PR2910946	GSC Solar Leasing LP
1143	196023	16908-0672	WE1103437	GSC Solar Leasing LP
1144	186251	14221-3474	PR2961467	GSC Solar Leasing LP
1145	196024	16908-0047	WE1102877	GSC Solar Leasing LP
1146	186253	14147-0224	PR2874246	GSC Solar Leasing LP
1147	186293	14085-5120	PR2862450	GSC Solar Leasing LP
1148	196341	16943-0110	WE1102797	GSC Solar Leasing LP
1149	196390	14364-0364	PR2874693	GSC Solar Leasing LP
1150	196448	14251-1888	PR2874705	GSC Solar Leasing LP
1151	196458	16940-0224	WE1102883	GSC Solar Leasing LP
1152	196795	16924-0121	WE1103092	GSC Solar Leasing LP
1153	196968	16936-0011	WE1103087	GSC Solar Leasing LP
1154	197076	17004-0127	WE1103446	GSC Solar Leasing LP
1155	197078	14151-0017	PR2874722	GSC Solar Leasing LP
1156	186466	26587-0583	DR1452348	GSC Solar Leasing LP
1157	197125	16970-0097	WE1103454	GSC Solar Leasing LP
1158	197765	17002-0167	WE1103472	GSC Solar Leasing LP
1159	174781	02995-0109	YR2450062	GSC Solar Leasing LP
1160	179279	03752-0244	YR2450886	GSC Solar Leasing LP
1161	179289	03249-0261	YR2449982	GSC Solar Leasing LP
1162	179324	13189-0384	PR2889441	GSC Solar Leasing LP
1163	179637	58760-0081	SC1292123	GSC Solar Leasing LP
1164	186575	51175-0481	ND136814	GSC Solar Leasing LP
1165	180033	26409-3844	DR1460354	GSC Solar Leasing LP
1166	186676	28142-0312	PE250861	GSC Solar Leasing LP
1167	186695	64068-0187	SN477706	GSC Solar Leasing LP
1168	186705	17242-0309	WE1098001	GSC Solar Leasing LP
1169	186785	46190-0120	NR404428	GSC Solar Leasing LP
1170	186901	24962-3946	HR1935244	GSC Solar Leasing LP

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1171	186907	01198-0068	CE733600	GSC Solar Leasing LP
1172	186908	46415-0115	NR496638	GSC Solar Leasing LP
1173	186992	35199-0013	CT129676	GSC Solar Leasing LP
1174	187045	64098-0234	SN464183	GSC Solar Leasing LP
1175	187059	16920-0835	WE1109438	GSC Solar Leasing LP
1176	180096	26410-2168	DR1460599	GSC Solar Leasing LP
1177	180471	26595-0743	DR1460010	GSC Solar Leasing LP
1178	181471	03711-0009	YR2450565	GSC Solar Leasing LP
1179	181478	58729-0599	SC1292405	GSC Solar Leasing LP
1180	181666	01572-0447	CE706196	GSC Solar Leasing LP
1181	187122	17290-0004	WE1097850	GSC Solar Leasing LP
1182	181717	75033-0219	CE706294	GSC Solar Leasing LP
1183	181745	01581-0518	CE706249	GSC Solar Leasing LP
1184	182358	03606-0040	YR2450004	GSC Solar Leasing LP
1185	187340	17526-0057	WE1141310	GSC Solar Leasing LP
1186	187406	24962-2120	HR1380203	GSC Solar Leasing LP
1187	187489	35163-0246	CT126161	GSC Solar Leasing LP
1188	187588	38105-0317	CH68290	GSC Solar Leasing LP
1189	187605	22595-0510	WR1150806	GSC Solar Leasing LP
1190	186345	14114-0197	PR2890008	GSC Solar Leasing LP
1191	187663	17446-0206	WE1103052	GSC Solar Leasing LP
1192	186446	14251-2392	PR2890104	GSC Solar Leasing LP
1193	186565	64141-0148	SN464194	GSC Solar Leasing LP
1194	187083	26409-2975	DR1460565	GSC Solar Leasing LP
1195	187099	26520-0214	DR1460610	GSC Solar Leasing LP
1196	187797	46054-0131	NR401233	GSC Solar Leasing LP
1197	187120	03307-0148	YR2450015	GSC Solar Leasing LP
1198	187873	58776-0052	SC1332771	GSC Solar Leasing LP
1199	187265	14221-1986	PR2890021	GSC Solar Leasing LP
1200	188016	08139-0016	ER1055687	GSC Solar Leasing LP
1201	188181	14071-1621	PR2889429	GSC Solar Leasing LP
1202	188316	32612-0310	BC291963	GSC Solar Leasing LP
1203	188625	16429-1080	DR1460569	GSC Solar Leasing LP
1204	188716	13404-0638	PR2889450	GSC Solar Leasing LP
1205	189589	58928-1222	SC1292169	GSC Solar Leasing LP
1206	189593	14308-1283	PR2890046	GSC Solar Leasing LP
1207	189595	03233-0428	YR2450417	GSC Solar Leasing LP
1208	189597	14150-0055	PR2889019	GSC Solar Leasing LP
1209	189991	16272-0110	DR1460249	GSC Solar Leasing LP
1210	191063	14150-0760	PR2890035	GSC Solar Leasing LP
1211	191246	03308-0616	YR2450084	GSC Solar Leasing LP
1212	191949	14367-0826	PR2889637	GSC Solar Leasing LP
1213	191963	58091-1738	SC1292127	GSC Solar Leasing LP
1214	192274	14368-2932	PR2889060	GSC Solar Leasing LP
1215	192749	14210-1120	PR2889565	GSC Solar Leasing LP
1216	192776	03014-0877	YR2450067	GSC Solar Leasing LP
1217	192803	14318-0080	PR2889078	GSC Solar Leasing LP
1218	192933	14085-4447	PR2889081	GSC Solar Leasing LP
1219	188520	22713-4166	WR938534	GSC Solar Leasing LP
1220	193376	14071-1202	PR2890038	GSC Solar Leasing LP
1221	194035	58831-1143	SC1292416	GSC Solar Leasing LP
1222	194038	70012-0335	YR2450079	GSC Solar Leasing LP
1223	194057	26446-0245	DR1460374	GSC Solar Leasing LP
1224	194235	14321-0219	PR2890130	GSC Solar Leasing LP
1225	194703	14139-0267	PR2889762	GSC Solar Leasing LP
1226	194710	14099-0267	PR2889067	GSC Solar Leasing LP
1227	195377	14208-0181	PR2890233	GSC Solar Leasing LP
1228	195613	14142-0267	PR2889648	GSC Solar Leasing LP
1229	188626	71186-1399	WC477885	GSC Solar Leasing LP
1230	195968	13194-2590	PR2889431	GSC Solar Leasing LP
1231	188659	43176-0064	LA211839	GSC Solar Leasing LP
1232	188687	64159-0077	SN477625	GSC Solar Leasing LP
1233	196015	14308-0634	PR2889777	GSC Solar Leasing LP
1234	196035	16911-0665	WE1109047	GSC Solar Leasing LP
1235	196041	16908-0131	WE1109301	GSC Solar Leasing LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
1236	196056	14080-0657	PR2889757	GSC Solar Leasing LP
1237	196060	16911-0690	WE1109043	GSC Solar Leasing LP
1238	196088	03249-0275	YR2450101	GSC Solar Leasing LP
1239	196164	14220-2512	PR2889780	GSC Solar Leasing LP
1240	189054	01107-0017	CE702586	GSC Solar Leasing LP
1241	196262	03065-2767	YR2450689	GSC Solar Leasing LP
1242	189159	14148-0297	PR2862435	GSC Solar Leasing LP
1243	196263	02937-1812	YR2450399	GSC Solar Leasing LP
1244	196344	58080-0325	SC1291985	GSC Solar Leasing LP
1245	196351	14251-2423	PR2889479	GSC Solar Leasing LP
1246	196363	14251-1634	PR2890052	GSC Solar Leasing LP
1247	196393	16262-1588	DR1460281	GSC Solar Leasing LP
1248	196602	14366-0988	PR2890225	GSC Solar Leasing LP
1249	189342	22734-1766	WR1150878	GSC Solar Leasing LP
1250	189495	17511-0735	WE1141275	GSC Solar Leasing LP
1251	196701	14254-5670	PR2890056	GSC Solar Leasing LP
1252	196713	58927-0112	SC1292475	GSC Solar Leasing LP
1253	196770	17011-0033	WE1109314	GSC Solar Leasing LP
1254	196790	16923-0406	WE1109200	GSC Solar Leasing LP
1255	189574	03554-3559	YR2519126	GSC Solar Leasing LP
1256	196798	14307-0217	PR2889491	GSC Solar Leasing LP
1257	196802	14307-0098	PR2889830	GSC Solar Leasing LP
1258	196869	03571-0006	YR2450938	GSC Solar Leasing LP
1259	196947	14100-0372	PR2889589	GSC Solar Leasing LP
1260	196992	14224-0888	PR2889108	GSC Solar Leasing LP
1261	197164	14166-0176	PR2890271	GSC Solar Leasing LP
1262	197287	22727-1241	WR943674	GSC Solar Leasing LP
1263	197337	22584-0073	WR943885	GSC Solar Leasing LP
1264	189636	46169-0198	NR406362	GSC Solar Leasing LP
1265	197340	22584-0072	WR943882	GSC Solar Leasing LP
1266	197433	22586-0025	WR943886	GSC Solar Leasing LP
1267	197469	14084-0800	PR2890277	GSC Solar Leasing LP
1268	189743	40430-0216	HT193932	GSC Solar Leasing LP
1269	197519	22572-0065	WR943890	GSC Solar Leasing LP
1270	197619	46257-0189	NR408735	GSC Solar Leasing LP
1271	189815	58015-0047	SC1265747	GSC Solar Leasing LP
1272	197628	46313-0286	NR408557	GSC Solar Leasing LP
1273	197806	16985-0697	WE1109325	GSC Solar Leasing LP
1274	197833	16921-0078	WE1109234	GSC Solar Leasing LP
1275	182344	14366-0483	PR2889001	GSC Solar Leasing LP
1276	181451	01573-0464	CE712284	GSC Solar Leasing LP
1277	189922	64400-0397	SN464069	GSC Solar Leasing LP
1278	186489	26540-0101	DR1751311	GSC Solar Leasing LP
1279	188159	32612-0344	BC348727	GSC Solar Leasing LP
1280	189179	14078-0304	PR2910946	GSC Solar Leasing LP
1281	191061	58013-2275	SC1555050	GSC Solar Leasing LP
1282	189818	16272-0199	DR1472163	GSC Solar Leasing LP
1283	191129	58237-0012	SC1555052	GSC Solar Leasing LP
1284	191135	17565-3093	WE1109032	GSC Solar Leasing LP
1285	191927	16425-0365	DR1472147	GSC Solar Leasing LP
1286	191210	58123-0478	SC1332694	GSC Solar Leasing LP
1287	195222	14223-4600	PR2911001	GSC Solar Leasing LP
1288	195602	14143-0976	PR2911247	GSC Solar Leasing LP
1289	191280	51095-0050	ND132264	GSC Solar Leasing LP
1290	156504	01162-0173	CE668017	GSC Solar Leasing LP
1291	191405	58933-0027	SC1292146	GSC Solar Leasing LP
1292	191410	13425-0059	PR2968167	GSC Solar Leasing LP
1293	191426	63199-0068	KL115396	GSC Solar Leasing LP
1294	191439	46414-0107	NR404388	GSC Solar Leasing LP
1295	191524	17369-0572	WE1103281	GSC Solar Leasing LP
1296	191539	01336-0172	CE858878	GSC Solar Leasing LP
1297	191655	08420-0271	ER1026475	GSC Solar Leasing LP
1298	191667	28122-0064	PE250943	GSC Solar Leasing LP
1299	191683	03740-0229	YR2521888	GSC Solar Leasing LP
1300	191686	22727-3095	WR972814	GSC Solar Leasing LP

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1301	191768	43276-0100	LA172683	GSC Solar Leasing LP
1302	191847	46391-0188	NR496667	GSC Solar Leasing LP
1303	196169	14220-3629	PR2911010	GSC Solar Leasing LP
1304	197069	17018-0214	WE1118283	GSC Solar Leasing LP
1305	197082	14096-0051	PR2911139	GSC Solar Leasing LP
1306	197087	14074-0075	PR2911020	GSC Solar Leasing LP
1307	197419	14240-0022	PR2911258	GSC Solar Leasing LP
1308	197425	22727-1077	WR951551	GSC Solar Leasing LP
1309	174792	03249-0115	YR2520155	GSC Solar Leasing LP
1310	178269	03328-0811	YR2518245	GSC Solar Leasing LP
1311	180061	03122-0096	YR2517922	GSC Solar Leasing LP
1312	181487	03311-0038	YR2517949	GSC Solar Leasing LP
1313	182457	13363-0143	PR2961436	GSC Solar Leasing LP
1314	186354	14251-2722	PR2929290	GSC Solar Leasing LP
1315	192062	71325-0033	WC464167	GSC Solar Leasing LP
1316	192068	58682-0189	SC1555054	GSC Solar Leasing LP
1317	186430	03308-1036	YR2517975	GSC Solar Leasing LP
1318	186502	14114-0960	PR2961422	GSC Solar Leasing LP
1319	187653	14084-5239	PR2961461	GSC Solar Leasing LP
1320	188204	14211-3289	PR2961571	GSC Solar Leasing LP
1321	192139	17481-0181	WE1109028	GSC Solar Leasing LP
1322	188436	03331-2304	YR2518129	GSC Solar Leasing LP
1323	192253	03737-0223	YR2523716	GSC Solar Leasing LP
1324	188438	14071-2292	PR2961635	GSC Solar Leasing LP
1325	192310	71492-0219	WC464174	GSC Solar Leasing LP
1326	188576	14220-3514	PR2961646	GSC Solar Leasing LP
1327	192336	02929-0032	YR2590285	GSC Solar Leasing LP
1328	188619	14143-1051	PR2961556	GSC Solar Leasing LP
1329	188785	14221-4333	PR2961722	GSC Solar Leasing LP
1330	192360	43439-0226	LA172037	GSC Solar Leasing LP
1331	189552	14152-0046	PR2962186	GSC Solar Leasing LP
1332	192481	50275-0248	NK115214	GSC Solar Leasing LP
1333	192549	17110-0125	WE1103402	GSC Solar Leasing LP
1334	192581	46392-0099	NR408590	GSC Solar Leasing LP
1335	192603	14093-1432	PR2962889	GSC Solar Leasing LP
1336	189794	14367-0391	PR2962196	GSC Solar Leasing LP
1337	189897	58030-0222	SC1328726	GSC Solar Leasing LP
1338	192661	00002-0011	CO157510	GSC Solar Leasing LP
1339	192665	64402-0350	SN477749	GSC Solar Leasing LP
1340	189958	14150-0833	PR2962208	GSC Solar Leasing LP
1341	191880	17565-1453	WE1139042	GSC Solar Leasing LP
1342	191938	02958-0144	YR2519046	GSC Solar Leasing LP
1343	192348	58972-0093	SC1438697	GSC Solar Leasing LP
1344	192821	03064-5317	YR2436856	GSC Solar Leasing LP
1345	192922	28080-0150	PE252701	GSC Solar Leasing LP
1346	192652	14351-1104	PR2963250	GSC Solar Leasing LP
1347	192935	02937-1511	YR2896378	GSC Solar Leasing LP
1348	192947	14318-0112	PR2962713	GSC Solar Leasing LP
1349	192970	14322-0032	PR2962534	GSC Solar Leasing LP
1350	193066	14320-0168	PR2962483	GSC Solar Leasing LP
1351	196022	14223-0914	PR2963101	GSC Solar Leasing LP
1352	196027	14187-0118	PR2962903	GSC Solar Leasing LP
1353	193007	03578-0177	YR2896380	GSC Solar Leasing LP
1354	196040	16908-0203	WE1139447	GSC Solar Leasing LP
1355	196226	14303-0236	PR2964334	GSC Solar Leasing LP
1356	196335	03554-3897	YR2519648	GSC Solar Leasing LP
1357	193124	16332-0202	DR1510055	GSC Solar Leasing LP
1358	193275	03242-0420	YR2450087	GSC Solar Leasing LP
1359	193349	00125-0037	CO144356	GSC Solar Leasing LP
1360	193350	00087-1307	CO145992	GSC Solar Leasing LP
1361	196343	16943-0408	WE1139272	GSC Solar Leasing LP
1362	193491	58911-0615	SC1330567	GSC Solar Leasing LP
1363	193504	03583-0036	YR2436887	GSC Solar Leasing LP
1364	196444	14241-0040	PR2963335	GSC Solar Leasing LP
1365	196480	03745-0091	YR2519739	GSC Solar Leasing LP

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1366	196600	14254-3101	PR2963366	GSC Solar Leasing LP
1367	196775	26409-0512	DR1502032	GSC Solar Leasing LP
1368	196864	14111-0026	PR2963435	GSC Solar Leasing LP
1369	196897	14306-0399	PR2963485	GSC Solar Leasing LP
1370	193918	46208-0181	NR404389	GSC Solar Leasing LP
1371	196920	02944-0053	YR2519826	GSC Solar Leasing LP
1372	197024	14251-0821	PR2963997	GSC Solar Leasing LP
1373	194011	35244-0473	CT126162	GSC Solar Leasing LP
1374	194025	14094-2018	PR3406507	GSC Solar Leasing LP
1375	197093	14094-5181	PR2963937	GSC Solar Leasing LP
1376	197094	14097-0048	PR2964007	GSC Solar Leasing LP
1377	197110	14364-1131	PR2964030	GSC Solar Leasing LP
1378	197115	16970-0110	WE1139789	GSC Solar Leasing LP
1379	197139	03065-2745	YR2520264	GSC Solar Leasing LP
1380	197161	14112-0019	PR2964084	GSC Solar Leasing LP
1381	197192	14253-0259	PR2964126	GSC Solar Leasing LP
1382	197252	22604-0297	WR971574	GSC Solar Leasing LP
1383	197300	14210-1491	PR2964231	GSC Solar Leasing LP
1384	197386	22609-0262	WR971621	GSC Solar Leasing LP
1385	194236	22646-0019	WR999643	GSC Solar Leasing LP
1386	197461	14084-0717	PR2964317	GSC Solar Leasing LP
1387	194261	58187-0016	SC1339675	GSC Solar Leasing LP
1388	197468	22565-0317	WR971606	GSC Solar Leasing LP
1389	197502	14211-1359	PR2964268	GSC Solar Leasing LP
1390	194405	03574-0943	YR2424851	GSC Solar Leasing LP
1391	194551	14194-0419	PR2889644	GSC Solar Leasing LP
1392	194581	22713-4023	WR938539	GSC Solar Leasing LP
1393	197503	14085-4065	PR3406990	GSC Solar Leasing LP
1394	198066	03065-1559	YR2520635	GSC Solar Leasing LP
1395	198133	03740-0259	YR2896675	GSC Solar Leasing LP
1396	178045	26570-0833	DR1505217	GSC Solar Leasing LP
1397	178254	26555-0545	DR1505240	GSC Solar Leasing LP
1398	194749	14226-0437	PR2962732	GSC Solar Leasing LP
1399	194787	16913-0808	WE1144034	GSC Solar Leasing LP
1400	179299	03260-0399	YR2524366	GSC Solar Leasing LP
1401	180028	03272-1141	YR2522907	GSC Solar Leasing LP
1402	180106	13508-0284	PR3405546	GSC Solar Leasing LP
1403	194992	14223-6446	PR2971516	GSC Solar Leasing LP
1404	195087	75002-0038	CE728751	GSC Solar Leasing LP
1405	156920	07445 - 0435	AT4646420	GSC Solar Leasing II LP
1406	195163	26780-0066	DR1472161	GSC Solar Leasing LP
1407	195165	08096-0234	ER1020849	GSC Solar Leasing LP
1408	195167	26409-3148	DR1445497	GSC Solar Leasing LP
1409	181452	01560-0725	CE729231	GSC Solar Leasing LP
1410	181480	58727-0139	SC1330825	GSC Solar Leasing LP
1411	181664	03339-0643	YR2524482	GSC Solar Leasing LP
1412	181691	00536-0456	CK122158	GSC Solar Leasing LP
1413	182034	70542-0479	CE858478	GSC Solar Leasing LP
1414	195239	14201-0057	PR2963468	GSC Solar Leasing LP
1415	195262	24935-1734	HR1585050	GSC Solar Leasing LP
1416	195273	01596-0685	CE727275	GSC Solar Leasing LP
1417	186137	26553-0108		GSC Solar Leasing LP
1418	186305	16371-0172	DR2190978	GSC Solar Leasing LP
1419	195382	58194-0275	SC1280197	GSC Solar Leasing LP
1420	195383	46148-0168	NR406360	GSC Solar Leasing LP
1421	195384	46227-0234	NR401247	GSC Solar Leasing LP
1422	195385	28005-0038	PE240355	GSC Solar Leasing LP
1423	195404	03568-0058	YR2524172	GSC Solar Leasing LP
1424	186357	26548-1357	DR1503435	GSC Solar Leasing LP
1425	186420	26572-1863	DR2190980	GSC Solar Leasing LP
1426	186503	26540-0371	DR1612975	GSC Solar Leasing LP
1427	187761	03272-0638	YR2524520	GSC Solar Leasing LP
1428	195545	14201-0058	PR2967515	GSC Solar Leasing LP
1429	188093	26558-0344	HR1584924	GSC Solar Leasing LP
1430	188263	58374-0115	SC1331395	GSC Solar Leasing LP

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1431	188303	26558-0374	DR2191137	GSC Solar Leasing LP
1432	188348	43458-0189	LA172031	GSC Solar Leasing LP
1433	189241	26547-0463	DR1751359	GSC Solar Leasing LP
1434	189331	14154-0266	PR3406444	GSC Solar Leasing LP
1435	189582	58737-2342	SC1330508	GSC Solar Leasing LP
1436	189641	14368-0050	PR3406446	GSC Solar Leasing LP
1437	189914	58927-0197	SC1330841	GSC Solar Leasing LP
1438	195870	01560-1629	CE858925	GSC Solar Leasing LP
1439	195910	58179-0382	SC1555083	GSC Solar Leasing LP
1440	195932	03328-5144	YR2519388	GSC Solar Leasing LP
1441	191277	03271-3950	YR2524334	GSC Solar Leasing LP
1442	191903	14094-3490	PR3406457	GSC Solar Leasing LP
1443	191942	02958-0038	YR2896367	GSC Solar Leasing LP
1444	192111	02937-1162	YR2522271	GSC Solar Leasing LP
1445	192118	26409-4368	DR2191144	GSC Solar Leasing LP
1446	192120	02940-0580	YR2523808	GSC Solar Leasing LP
1447	192234	03233-0233	YR2524346	GSC Solar Leasing LP
1448	192338	02944-0195	YR2896369	GSC Solar Leasing LP
1449	192688	14368-2846	PR3406462	GSC Solar Leasing LP
1450	192937	02944-0001	YR2523784	GSC Solar Leasing LP
1451	192941	14084-0251	PR2967248	GSC Solar Leasing LP
1452	193074	03047-0460	YR2896390	GSC Solar Leasing LP
1453	193646	17415-0873	WE1140860	GSC Solar Leasing LP
1454	193851	71417-0072	WC477780	GSC Solar Leasing LP
1455	193915	14210-0209	PR2967259	GSC Solar Leasing LP
1456	193987	14093-0361	PR2967294	GSC Solar Leasing LP
1457	194031	03327-4539	YR2896393	GSC Solar Leasing LP
1458	194052	03641-2049	YR2522494	GSC Solar Leasing LP
1459	194053	03641-2783	YR2519091	GSC Solar Leasing LP
1460	194287	14313-1145	PR3406511	GSC Solar Leasing LP
1461	194591	43171-0029	LA172297	GSC Solar Leasing LP
1462	194711	14094-4303	PR2967275	GSC Solar Leasing LP
1463	195238	58737-1598	SC1330926	GSC Solar Leasing LP
1464	195464	14301-0227	PR3406514	GSC Solar Leasing LP
1465	195493	03109-0396	YR2591285	GSC Solar Leasing LP
1466	195495	58729-0672	SC1330905	GSC Solar Leasing LP
1467	196075	03752-0245	YR2450165	GSC Solar Leasing LP
1468	195599	26934-1054	DR1751435	GSC Solar Leasing LP
1469	195606	14143-1149	PR2966225	GSC Solar Leasing LP
1470	195836	14211-1718	PR3406517	GSC Solar Leasing LP
1471	195961	26934-0654	DR1503860	GSC Solar Leasing LP
1472	195987	03327-5608	YR2524662	GSC Solar Leasing LP
1473	195998	16911-0516	WE1320728	GSC Solar Leasing LP
1474	196020	26616-1826	DR1751441	GSC Solar Leasing LP
1475	196026	14029-0316	PR3406519	GSC Solar Leasing LP
1476	196037	16908-0126	WE1320780	GSC Solar Leasing LP
1477	196046	14084-0297	PR2895994	GSC Solar Leasing LP
1478	196230	64119-0095	SN478029	GSC Solar Leasing LP
1479	196078	14364-0365	PR2963182	GSC Solar Leasing LP
1480	196261	46192-0043	NR412106	GSC Solar Leasing LP
1481	196093	16945-0612	WE1170452	GSC Solar Leasing LP
1482	196278	58836-0176	SC1330880	GSC Solar Leasing LP
1483	196337	14359-1151	PR3406527	GSC Solar Leasing LP
1484	196350	14251-2536	PR2967403	GSC Solar Leasing LP
1485	196367	16920-0059	WE1141285	GSC Solar Leasing LP
1486	196382	03251-0277	YR2896749	GSC Solar Leasing LP
1487	196392	16920-0045	WE1320782	GSC Solar Leasing LP
1488	196414	14355-1090	PR3406975	GSC Solar Leasing LP
1489	196420	03324-5456	YR2896761	GSC Solar Leasing LP
1490	196422	03324-2768	YR2524632	GSC Solar Leasing LP
1491	196465	14094-2319	PR3180920	GSC Solar Leasing LP
1492	196466	14253-4352	PR2963297	GSC Solar Leasing LP
1493	196576	14098-0206	PR3406983	GSC Solar Leasing LP
1494	196654	03237-0178	YR2521843	GSC Solar Leasing LP
1495	196688	58831-1046	SC1555202	GSC Solar Leasing LP

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1496	196796	16922-0308	WE1141276	GSC Solar Leasing LP
1497	196842	26451-0095	DR1502266	GSC Solar Leasing LP
1498	196860	14224-1391	PR3406757	GSC Solar Leasing LP
1499	196861	14251-0403	PR3406758	GSC Solar Leasing LP
1500	196913	28065-0183	PE251047	GSC Solar Leasing LP
1501	196371	46190-0121	NR412135	GSC Solar Leasing LP
1502	196979	02940-0447	YR2894674	GSC Solar Leasing LP
1503	197097	25050-1994	HR1585117	GSC Solar Leasing LP
1504	197101	16428-0695	DR1504759	GSC Solar Leasing LP
1505	197146	14074-0084	PR3406778	GSC Solar Leasing LP
1506	197150	14157-0096	PR3406779	GSC Solar Leasing LP
1507	197158	14102-0096	PR3406783	GSC Solar Leasing LP
1508	197242	22810-0048	WR1150981	GSC Solar Leasing LP
1509	197248	46228-0084	NR420569	GSC Solar Leasing LP
1510	197259	58779-0181	SC1329680	GSC Solar Leasing LP
1511	197261	22600-0138	WR972805	GSC Solar Leasing LP
1512	197329	25050-0383	HR1585130	GSC Solar Leasing LP
1513	197341	14150-0146	PR3406795	GSC Solar Leasing LP
1514	197393	17562-0028	WE1320793	GSC Solar Leasing LP
1515	197411	22621-0112	WR1151006	GSC Solar Leasing LP
1516	197415	02957-0318	YR2896645	GSC Solar Leasing LP
1517	197424	25043-1949	HR1585155	GSC Solar Leasing LP
1518	197430	02957-0205	YR2896653	GSC Solar Leasing LP
1519	197435	58138-0303	SC1332094	GSC Solar Leasing LP
1520	197552	22613-0371	WR972790	GSC Solar Leasing LP
1521	197555	22607-1710	WR971628	GSC Solar Leasing LP
1522	197559	22813-0088	WR1151009	GSC Solar Leasing LP
1523	197594	22707-1558	WR1151015	GSC Solar Leasing LP
1524	197631	14221-2901	PR3406897	GSC Solar Leasing LP
1525	197636	14221-3848	PR3406894	GSC Solar Leasing LP
1526	196614	13139-0148	PR3041327	GSC Solar Leasing LP
1527	196620	14250-0555	PR2911014	GSC Solar Leasing LP
1528	196622	14071-2353	PR3406985	GSC Solar Leasing LP
1529	196624	13182-0020	PR2874256	GSC Solar Leasing LP
1530	196627	01145-0200	CE712286	GSC Solar Leasing LP
1531	196628	01586-0740	CE858926	GSC Solar Leasing LP
1532	197679	14360-2057	PR2968183	GSC Solar Leasing LP
1533	197686	03172-0122	YR2522372	GSC Solar Leasing LP
1534	197693	13213-0359	PR2968368	GSC Solar Leasing LP
1535	197695	14359-1226	PR3406889	GSC Solar Leasing LP
1536	197698	70004-1443	YR2896648	GSC Solar Leasing LP
1537	197705	14315-0217	PR3406887	GSC Solar Leasing LP
1538	197716	14071-0559	PR3406884	GSC Solar Leasing LP
1539	197798	14251-2612	PR2967350	GSC Solar Leasing LP
1540	197813	14114-0954	PR2967184	GSC Solar Leasing LP
1541	197814	14367-2100	PR3406872	GSC Solar Leasing LP
1542	197855	14360-0515	PR2968235	GSC Solar Leasing LP
1543	197859	58032-2077	SC1331014	GSC Solar Leasing LP
1544	197860	58013-2251	SC1331004	GSC Solar Leasing LP
1545	197863	14223-1554	PR2967499	GSC Solar Leasing LP
1546	197878	58933-0455	SC1330950	GSC Solar Leasing LP
1547	197989	02936-0550	YR2523687	GSC Solar Leasing LP
1548	197991	58157-0163	SC1555260	GSC Solar Leasing LP
1549	198058	58737-1478	SC1555261	GSC Solar Leasing LP
1550	198069	58015-0116	SC1330991	GSC Solar Leasing LP
1551	198126	58771-0038	SC1330835	GSC Solar Leasing LP
1552	174757	16337-0328	DR1750979	GSC Solar Leasing LP
1553	181469	03259-1150	YR2538417	GSC Solar Leasing LP
1554	181692	00531-0182	CK122331	GSC Solar Leasing LP
1555	181709	00536-0317	CK122334	GSC Solar Leasing LP
1556	186233	26553-0089	DR1514371	GSC Solar Leasing LP
1557	187127	03732-0282	YR2538378	GSC Solar Leasing LP
1558	196915	22641-2579	WR973798	GSC Solar Leasing LP
1559	187748	26453-0258	DR1513410	GSC Solar Leasing LP
1560	188441	14071-0270	PR3406441	GSC Solar Leasing LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
1561	188564	16297-0883	DR1510636	GSC Solar Leasing LP
1562	189236	32068-0325	BC300656	GSC Solar Leasing LP
1563	189328	32074-0250	BC300651	GSC Solar Leasing LP
1564	189510	13378-0521	PR2978047	GSC Solar Leasing LP
1565	189558	58807-0153	SC1332821	GSC Solar Leasing LP
1566	197039	17384-1477	WE1320790	GSC Solar Leasing LP
1567	189652	03316-0134	YR2896364	GSC Solar Leasing LP
1568	189951	14115-0123	PR2971351	GSC Solar Leasing LP
1569	192315	17565-4455	WE1140869	GSC Solar Leasing LP
1570	192654	14326-1600	PR3406461	GSC Solar Leasing LP
1571	192975	32612-1187	BC294439	GSC Solar Leasing LP
1572	193661	14071-2729	PR3164244	GSC Solar Leasing LP
1573	193996	14093-0360	PR2971365	GSC Solar Leasing LP
1574	194033	03641-0069	YR2525797	GSC Solar Leasing LP
1575	194059	26426-0177	DR1505669	GSC Solar Leasing LP
1576	194275	14330-0334	PR2970629	GSC Solar Leasing LP
1577	194652	34003-1683	DC176340	GSC Solar Leasing LP
1578	194913	64152-0017	SN480703	GSC Solar Leasing LP
1579	195207	58123-0999	SC1555081	GSC Solar Leasing LP
1580	195373	03061-1750	YR2532868	GSC Solar Leasing LP
1581	195459	14302-0019	PR3406513	GSC Solar Leasing LP
1582	195775	26932-0094	DR1751437	GSC Solar Leasing LP
1583	197123	17472-0016	WE1141252	GSC Solar Leasing LP
1584	195967	14220-3663	PR2927307	GSC Solar Leasing LP
1585	196008	14143-0385	PR2971537	GSC Solar Leasing LP
1586	196059	26641-0044	DR1514775	GSC Solar Leasing LP
1587	196136	14097-0049	PR3406522	GSC Solar Leasing LP
1588	196149	13239-7469	PR2978057	GSC Solar Leasing LP
1589	196155	13239-1521	PR2978080	GSC Solar Leasing LP
1590	196296	22727-3608	WR976493	GSC Solar Leasing LP
1591	196330	14085-1151	PR3406525	GSC Solar Leasing LP
1592	197166	03064-5748	YR2896557	GSC Solar Leasing LP
1593	196334	32187-0244	BC300650	GSC Solar Leasing LP
1594	197229	17020-0141	WE1109318	GSC Solar Leasing LP
1595	196345	13502-0454	PR2977788	GSC Solar Leasing LP
1596	196349	13518-2867	PR2978263	GSC Solar Leasing LP
1597	196361	16262-1197	DR1510639	GSC Solar Leasing LP
1598	196398	13239-4700	PR2978296	GSC Solar Leasing LP
1599	196404	13139-0181	PR3406972	GSC Solar Leasing LP
1600	196412	13189-1494	PR2978309	GSC Solar Leasing LP
1601	197289	58919-0031	SC1332850	GSC Solar Leasing LP
1602	196413	02958-0279	YR2532883	GSC Solar Leasing LP
1603	196469	14143-0392	PR3406981	GSC Solar Leasing LP
1604	196484	02936-0090	YR2532899	GSC Solar Leasing LP
1605	196497	58906-0238	SC1332829	GSC Solar Leasing LP
1606	196659	58765-0608	SC1332838	GSC Solar Leasing LP
1607	196662	03328-1845	YR2896553	GSC Solar Leasing LP
1608	196668	14366-0552	PR2974105	GSC Solar Leasing LP
1609	196703	13177-0432	PR3406750	GSC Solar Leasing LP
1610	196789	14235-2683	PR3406752	GSC Solar Leasing LP
1611	196803	58729-0082	SC1332843	GSC Solar Leasing LP
1612	196868	14251-0404	PR3406759	GSC Solar Leasing LP
1613	197067	14078-0062	PR2971653	GSC Solar Leasing LP
1614	197086	16425-1770	DR1510390	GSC Solar Leasing LP
1615	197160	14224-0418	PR3406785	GSC Solar Leasing LP
1616	197360	16425-2650	DR1751534	GSC Solar Leasing LP
1617	197418	14150-0884	PR2971702	GSC Solar Leasing LP
1618	197421	17510-0242	WE1148453	GSC Solar Leasing LP
1619	197427	58214-0207	SC1336760	GSC Solar Leasing LP
1620	197473	22592-0056	WR975200	GSC Solar Leasing LP
1621	197485	14208-0366	PR2971718	GSC Solar Leasing LP
1622	197489	14220-3332	PR2971739	GSC Solar Leasing LP
1623	197439	14223-7586	PR2889501	GSC Solar Leasing LP
1624	197499	22727-4184	WR975203	GSC Solar Leasing LP
1625	197545	22727-3596	WR1151012	GSC Solar Leasing LP

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1626	197554	22607-1734	WR1151013	GSC Solar Leasing LP
1627	197472	22629-0259	WR999466	GSC Solar Leasing LP
1628	197573	14360-0532	PR3406992	GSC Solar Leasing LP
1629	197625	22607-1903	WR975834	GSC Solar Leasing LP
1630	197629	22607-1902	WR976445	GSC Solar Leasing LP
1631	197642	22728-0224	WR1151018	GSC Solar Leasing LP
1632	197752	58123-0770	SC1332706	GSC Solar Leasing LP
1633	197757	58138-0356	SC1555256	GSC Solar Leasing LP
1634	197764	58138-0515	SC1332718	GSC Solar Leasing LP
1635	197528	38207-0178	CH68698	GSC Solar Leasing LP
1636	197773	58131-0581	SC1332723	GSC Solar Leasing LP
1637	197780	14366-0547	PR2971791	GSC Solar Leasing LP
1638	197812	58032-0475	SC1332958	GSC Solar Leasing LP
1639	197848	58032-2075	SC1332961	GSC Solar Leasing LP
1640	197862	58130-0054	SC1332742	GSC Solar Leasing LP
1641	197866	14093-0398	PR2971828	GSC Solar Leasing LP
1642	197883	58910-0377	SC1332886	GSC Solar Leasing LP
1643	197886	58032-2050	SC1332971	GSC Solar Leasing LP
1644	197894	58169-0814	SC1340129	GSC Solar Leasing LP
1645	197917	58032-2073	SC1331147	GSC Solar Leasing LP
1646	197963	58157-0029	SC1332910	GSC Solar Leasing LP
1647	197964	03330-2192	YR2896651	GSC Solar Leasing LP
1648	198034	14152-0068	PR2971842	GSC Solar Leasing LP
1649	198055	03340-4661	YR2539862	GSC Solar Leasing LP
1650	198056	58013-1288	SC1332975	GSC Solar Leasing LP
1651	198124	03327-4184	YR2539909	GSC Solar Leasing LP
1652	198130	58772-0043	SC1332856	GSC Solar Leasing LP
1653	198139	58763-0086	SC1332861	GSC Solar Leasing LP
1654	198355	02940-0565	YR2532931	GSC Solar Leasing LP
1655	178270	26556-0123	DR1545901	GSC Solar Leasing LP
1656	180469	03731-3142	YR2590623	GSC Solar Leasing LP
1657	181838	70559-0115	CE748440	GSC Solar Leasing LP
1658	186069	14248-0097	PR3041319	GSC Solar Leasing LP
1659	188555	32612-0812	BC307382	GSC Solar Leasing LP
1660	189820	58011-0263	SC1332948	GSC Solar Leasing LP
1661	191991	16425-1335	DR1545425	GSC Solar Leasing LP
1662	194259	14330-0389	PR3040816	GSC Solar Leasing LP
1663	194958	03061-4517	YR2590807	GSC Solar Leasing LP
1664	194964	03731-1080	YR2590246	GSC Solar Leasing LP
1665	195227	14145-0005	PR3041257	GSC Solar Leasing LP
1666	195595	13514-0134	PR3041273	GSC Solar Leasing LP
1667	197792	03272-0923	YR2529485	GSC Solar Leasing LP
1668	195964	03726-1268	YR2590403	GSC Solar Leasing LP
1669	196034	14308-1172	PR2986681	GSC Solar Leasing LP
1670	196071	58911-1390	SC1368226	GSC Solar Leasing LP
1671	196108	14360-2826	PR3041499	GSC Solar Leasing LP
1672	196238	13239-2716	PR2978248	GSC Solar Leasing LP
1673	197827	14085-1375	PR3157991	GSC Solar Leasing LP
1674	196269	13239-7442	PR3041053	GSC Solar Leasing LP
1675	196397	14351-0516	PR3041189	GSC Solar Leasing LP
1676	196631	17036-0344	WE1170471	GSC Solar Leasing LP
1677	196993	13194-0236	PR3041110	GSC Solar Leasing LP
1678	197080	16428-0663	DR1545501	GSC Solar Leasing LP
1679	197294	25031-0784	HR1415691	GSC Solar Leasing LP
1680	197553	22727-3339	WR975796	GSC Solar Leasing LP
1681	197610	14360-1494	PR3041314	GSC Solar Leasing LP
1682	197770	46280-0165	NR432772	GSC Solar Leasing LP
1683	197885	22465-0026	WR976461	GSC Solar Leasing LP
1684	197899	58032-1486	SC1368305	GSC Solar Leasing LP
1685	197916	13239-5537	PR3041208	GSC Solar Leasing LP
1686	197974	58157-0161	SC1368323	GSC Solar Leasing LP
1687	179288	03485-0079	YR2562524	GSC Solar Leasing LP
1688	186248	13355-0153	PR3011282	GSC Solar Leasing LP
1689	186506	26554-0105	DR1500903	GSC Solar Leasing LP
1690	195622	26934-1165	DR1528507	GSC Solar Leasing LP

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1691	196326	13518-0123	PR3406523	GSC Solar Leasing LP
1692	197084	17014-0040	WE1158259	GSC Solar Leasing LP
1693	197095	16271-1029	DR1751538	GSC Solar Leasing LP
1694	197396	17510-0563	WE1320796	GSC Solar Leasing LP
1695	198009	16978-0439	WE1170484	GSC Solar Leasing LP
1696	197617	14221-3340	PR3406899	GSC Solar Leasing LP
1697	194233	26411-0449	DR1547204	GSC Solar Leasing LP
1698	196526	13189-1132	PR3152971	GSC Solar Leasing LP
1699	192938	14211-0409	PR3161370	GSC Solar Leasing LP
1700	197772	16988 - 0018	WE1226628	GSC Solar Leasing II LP
1701	194043	14321 - 0151	PR3177723	GSC Solar Leasing II LP
1702	174874	16409-0279	DR1427574	GSC Solar Leasing LP
1703	178009	03190-0086	YR2895656	GSC Solar Leasing LP
1704	178251	03287-0092	YR2397421	GSC Solar Leasing LP
1705	178253	03271-4173	YR2397510	GSC Solar Leasing LP
1706	178263	58904-0059	SC1265750	GSC Solar Leasing LP
1707	198287	46279-0032	NR404440	GSC Solar Leasing LP
1708	198292	03641-1668	YR2301809	GSC Solar Leasing LP
1709	179285	03554-3383	YR2397430	GSC Solar Leasing LP
1710	198829	24935-6336	HR1381525	GSC Solar Leasing LP
1711	198830	24935-4317	HR1381536	GSC Solar Leasing LP
1712	198832	24935-4819	HR1381548	GSC Solar Leasing LP
1713	198834	03586-0095	YR2520655	GSC Solar Leasing LP
1714	200572	58737-1836	SC1353021	GSC Solar Leasing LP
1715	201415	22614-0016	WR988800	GSC Solar Leasing LP
1716	202374	03340-0277	YR2562676	GSC Solar Leasing LP
1717	202424	70542-0094	CE740265	GSC Solar Leasing LP
1718	202776	16923-0756	WE1158210	GSC Solar Leasing LP
1719	202827	01281-0012	CE740235	GSC Solar Leasing LP
1720	203394	58091-1971	SC1353097	GSC Solar Leasing LP
1721	203443	03065-2314	YR2562685	GSC Solar Leasing LP
1722	204099	16314-0255	DR1528547	GSC Solar Leasing LP
1723	240431	43219-0080	LA174173	GSC Solar Leasing LP
1724	240432	43484-0429	LA174175	GSC Solar Leasing LP
1725	240434	03773-0063	WR981821	GSC Solar Leasing LP
1726	240436	03850-0043	WR1151052	GSC Solar Leasing LP
1727	240437	00604-0192	CK123425	GSC Solar Leasing LP
1728	240438	00604-0193	CK123426	GSC Solar Leasing LP
1729	240439	01294-0214	CE733993	GSC Solar Leasing LP
1730	240440	00167-0264	CE734002	GSC Solar Leasing LP
1731	240441	01597-2562	CE734009	GSC Solar Leasing LP
1732	240442	01244-0532	CE734113	GSC Solar Leasing LP
1733	240443	01395-0511	CE734114	GSC Solar Leasing LP
1734	240444	01560-1927	CE734115	GSC Solar Leasing LP
1735	240445	01560-2420	CE734119	GSC Solar Leasing LP
1736	240446	75119-0243	CE734124	GSC Solar Leasing LP
1737	240447	38147-0033	CH87404	GSC Solar Leasing LP
1738	240448	46206-0531	NR424384	GSC Solar Leasing LP
1739	240450	46222-0222	NR424386	GSC Solar Leasing LP
1740	240451	16939-0080	WE1150805	GSC Solar Leasing LP
1741	240452	16928-0229	WE1150807	GSC Solar Leasing LP
1742	240453	16971-0046	WE1320899	GSC Solar Leasing LP
1743	240454	16972-0029	WE1150815	GSC Solar Leasing LP
1744	240455	17127-0187	WE1150817	GSC Solar Leasing LP
1745	240456	58530-0415	SC1343449	GSC Solar Leasing LP
1746	240457	75119-0727	CE734150	GSC Solar Leasing LP
1747	240462	48119-0172	MT173357	GSC Solar Leasing LP
1748	240463	53059-0092	PC140631	GSC Solar Leasing LP
1749	240465	75244-0272	CE734157	GSC Solar Leasing LP
1750	240467	08130-1088	ER1063998	GSC Solar Leasing LP
1751	240468	08130-1565	ER1064004	GSC Solar Leasing LP
1752	240469	08130-1323	ER1064006	GSC Solar Leasing LP
1753	240470	08430-0503	ER1064010	GSC Solar Leasing LP
1754	240472	08332-0179	ER1064020	GSC Solar Leasing LP
1755	240474	24936-5529	HR1392628	GSC Solar Leasing LP

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1756	240475	24935-1327	HR1392656	GSC Solar Leasing LP
1757	240476	03554-4169	YR2545387	GSC Solar Leasing LP
1758	240478	06053-1267	AT5005902	GSC Solar Leasing LP
1759	240479	06053-1785	AT4346376	GSC Solar Leasing LP
1760	240480	06053-1748	AT4346389	GSC Solar Leasing LP
1761	240481	64080-0171	SN483050	GSC Solar Leasing LP
1762	240482	17097-0084	WE1150818	GSC Solar Leasing LP
1763	240487	75008-0131	CE734153	GSC Solar Leasing LP
1764	240488	58388-0055		GSC Solar Leasing LP
1765	189764	46279-0047	NR440849	GSC Solar Leasing LP
1766	239981	17020-0118	WE1220333	GSC Solar Leasing LP
1767	239780	46350-0404	NR440864	GSC Solar Leasing LP
1768	239865	17024-0093	WE1190464	GSC Solar Leasing LP
1769	233727	46333-0193	NR440853	GSC Solar Leasing LP
1770	176569	13252-0429	PR3061577	GSC Solar Leasing LP
1771	187706	24962-2814	HR1416808	GSC Solar Leasing LP
1772	180075	26410-2192	DR1427069	GSC Solar Leasing LP
1773	195164	13356-0321	PR3061632	GSC Solar Leasing LP
1774	258305	16928 - 0049	WE1228702	GSC Solar Leasing II LP
1775	230573	06493-0003	AT4457715	GSC Solar Leasing LP
1776	233871	01573-0066	CE761317	GSC Solar Leasing LP
1777	244698	16952-0158	WE1190483	GSC Solar Leasing LP
1778	233240	46185-0140	NR440859	GSC Solar Leasing LP
1779	231160	16927-0040	WE1190479	GSC Solar Leasing LP
1780	244887	22384 - 0075	WR1053673	GSC Solar Leasing II LP
1781	231814	16920-0133	WE1190492	GSC Solar Leasing LP
1782	236189	16920-0423	WE1190494	GSC Solar Leasing LP
1783	230763	46258-0242	NR440868	GSC Solar Leasing LP
1784	231797	16374-0274	DR1573542	GSC Solar Leasing LP
1785	248795	13246-0176	PR3090331	GSC Solar Leasing LP
1786	229810	01571-0321	CE761326	GSC Solar Leasing LP
1787	204386	01573-0318	CE761330	GSC Solar Leasing LP
1788	244543	17340-0102	WE1190477	GSC Solar Leasing LP
1789	235806	22349-0138	WR1017566	GSC Solar Leasing LP
1790	231892	22547-0072	WR1017576	GSC Solar Leasing LP
1791	148669	70543-0348	CE761335	GSC Solar Leasing LP
1792	144206	24979-0087	HR1437645	GSC Solar Leasing LP
1793	204293	22614-0276	WR1017527	GSC Solar Leasing LP
1794	237681	03309-0010	YR2635272	GSC Solar Leasing LP
1795	239583	16976-0004	WE1215468	GSC Solar Leasing LP
1796	232850	16959-0117	WE1190468	GSC Solar Leasing LP
1797	186569	13381-0441	PR3107875	GSC Solar Leasing LP
1798	204438	02907-0159	YR2651343	GSC Solar Leasing LP
1799	231282	17311-0063	WE1197844	GSC Solar Leasing LP
1800	234554	22265-0155	WR1023796	GSC Solar Leasing LP
1801	241961	17120-0075	WE1215471	GSC Solar Leasing LP
1802	241698	17511-0090	WE1215484	GSC Solar Leasing LP
1803	249907	46147 - 0319	NR455550	GSC Solar Leasing II LP
1804	240105	17297-0043	WE1215665	GSC Solar Leasing LP
1805	230929	16962-0206	WE1215685	GSC Solar Leasing LP
1806	234124	22721-0153	WR1042177	GSC Solar Leasing LP
1807	240045	17446-0246	WE1215707	GSC Solar Leasing LP
1808	242689	17565-3298	WE1215714	GSC Solar Leasing LP
1809	249701	46215-0323	NR450856	GSC Solar Leasing LP
1810	196292	58032-1849	SC1378067	GSC Solar Leasing LP
1811	232636	16945-0442	WE1215493	GSC Solar Leasing LP
1812	151649	28217-0093	PE237002	GSC Solar Leasing LP
1813	229539	64126-0161	SN516030	GSC Solar Leasing LP
1814	229874	22705-0088	WR1042240	GSC Solar Leasing LP
1815	253567	17565-3594	WE1215770	GSC Solar Leasing LP
1816	254118	16923-0680	WE1215981	GSC Solar Leasing LP
1817	236098	16945-1206	WE1215989	GSC Solar Leasing LP
1818	251564	03288-0153	YR2690486	GSC Solar Leasing LP
1819	249322	17124-0097	WE1215798	GSC Solar Leasing LP
1820	232172	17314-0080	WE1215805	GSC Solar Leasing LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
1821	234154	17485-1175	WE1215814	GSC Solar Leasing LP
1822	236145	02951-0050	YR2690546	GSC Solar Leasing LP
1823	253715	46282-0145	NR450947	GSC Solar Leasing LP
1824	234023	64086-0131	SN516109	GSC Solar Leasing LP
1825	232811	22542-0069	WR1042341	GSC Solar Leasing LP
1826	235722	03005-0267	YR2690565	GSC Solar Leasing LP
1827	238350	70012-1583	YR2690904	GSC Solar Leasing LP
1828	229935	13364-0124	PR3151540	GSC Solar Leasing LP
1829	235796	22710-1379	WR1041923	GSC Solar Leasing LP
1830	250742	14080-1546	PR3152881	GSC Solar Leasing LP
1831	145478	64425-0173	SN515442	GSC Solar Leasing LP
1832	180461	03559-0068	YR2396504	GSC Solar Leasing LP
1833	245994	13236-0100	PR3149112	GSC Solar Leasing LP
1834	232642	13302-0286	PR3152033	GSC Solar Leasing LP
1835	203474	13135-0588	PR3152048	GSC Solar Leasing LP
1836	245595	17022-0237	WE1215841	GSC Solar Leasing LP
1837	253712	16943-0273	WE1215849	GSC Solar Leasing LP
1838	229362	16418 - 0039	DR1623804	GSC Solar Leasing II LP
1839	153995	17061-0403	WE1047220	GSC Solar Leasing LP
1840	239476	17315-0143	WE1216189	GSC Solar Leasing LP
1841	243387	03210-0377	YR2691163	GSC Solar Leasing LP
1842	240375	22238-0306	WR1042599	GSC Solar Leasing LP
1843	246399	13213-0105	PR3152378	GSC Solar Leasing LP
1844	238922	03153-0028	YR2691401	GSC Solar Leasing LP
1845	244881	13246-0195	PR3152578	GSC Solar Leasing LP
1846	229679	13336-0106	PR3152608	GSC Solar Leasing LP
1847	232826	13249-0270	PR3152669	GSC Solar Leasing LP
1848	234636	16966-0129	WE1220282	GSC Solar Leasing LP
1849	237516	16981-0151	WE1215832	GSC Solar Leasing LP
1850	258785	16918 - 0176	WE1226805	GSC Solar Leasing II LP
1851	236077	03035-0052	YR2691547	GSC Solar Leasing LP
1852	239376	17099-0350	WE1216391	GSC Solar Leasing LP
1853	242947	46054-0121	NR451071	GSC Solar Leasing LP
1854	235540	17277-0218	WE1216422	GSC Solar Leasing LP
1855	242178	03234-0292	YR2690665	GSC Solar Leasing LP
1856	234581	22724-0108	WR1042367	GSC Solar Leasing LP
1857	240671	58727 - 0623	SC1440513	GSC Solar Leasing II LP
1858	234269	22609-0135	WR1042612	GSC Solar Leasing LP
1859	243052	13518-3032	PR3152587	GSC Solar Leasing LP
1860	250550	17002-0192	WE1216439	GSC Solar Leasing LP
1861	141600	08096-0081	ER1110531	GSC Solar Leasing LP
1862	230468	58895-0164	SC1422641	GSC Solar Leasing LP
1863	229493	13213-1808	PR3153123	GSC Solar Leasing LP
1864	238324	22684-1546	WR1042926	GSC Solar Leasing LP
1865	238084	03232-0796	YR2692004	GSC Solar Leasing LP
1866	248694	75115-0271	CE778225	GSC Solar Leasing LP
1867	241020	16982-0196	WE1215721	GSC Solar Leasing LP
1868	245471	03232-1183	YR2692153	GSC Solar Leasing LP
1869	229899	22727-4026	WR1042987	GSC Solar Leasing LP
1870	238100	22459-0016	WR1042219	GSC Solar Leasing LP
1871	229789	22693-0103	WR1042995	GSC Solar Leasing LP
1872	230381	13516-0072	PR3153391	GSC Solar Leasing LP
1873	158300	13361-0160	PR3153399	GSC Solar Leasing LP
1874	220732	02906-0052	YR2692229	GSC Solar Leasing LP
1875	238556	22727-4860	WR1043008	GSC Solar Leasing LP
1876	244961	22263 - 0223	WR1056091	GSC Solar Leasing II LP
1877	236522	17481-0166	WE1216671	GSC Solar Leasing LP
1878	232602	17018-0163	WE1216679	GSC Solar Leasing LP
1879	245973	03210-0340	YR2692274	GSC Solar Leasing LP
1880	181491	75029-0611	CE690676	GSC Solar Leasing LP
1881	166433	03842-0110	WR1046521	GSC Solar Leasing LP
1882	173419	14085-2295	PR3161322	GSC Solar Leasing LP
1883	187057	51144-0143	ND152509	GSC Solar Leasing LP
1884	186429	58773-0022	SC1265740	GSC Solar Leasing LP
1885	230856	16272 - 1750	DR1623520	GSC Solar Leasing II LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
1886	204353	16329-0056	DR1614219	GSC Solar Leasing LP
1887	229457	14085-2331	PR3161432	GSC Solar Leasing LP
1888	232414	46415-0174	NR452604	GSC Solar Leasing LP
1889	233663	16939-0009	WE1220272	GSC Solar Leasing LP
1890	229898	22548-0181	WR1042808	GSC Solar Leasing LP
1891	235649	03042-0195	YR2698960	GSC Solar Leasing LP
1892	236805	22521-0015	WR1046604	GSC Solar Leasing LP
1893	236974	17002-0086	WE1861266	GSC Solar Leasing LP
1894	242466	16425 - 2103	DR1623526	GSC Solar Leasing II LP
1895	237311	17275-0262	WE1220307	GSC Solar Leasing LP
1896	237875	03218-0075	YR2699023	GSC Solar Leasing LP
1897	245790	16992-0081	WE1190474	GSC Solar Leasing LP
1898	186487	14253-3014	PR2831415	GSC Solar Leasing LP
1899	245858	13500-0288	PR3153303	GSC Solar Leasing LP
1900	236685	22451-0058	WR1042570	GSC Solar Leasing LP
1901	242687	03208-1675	YR2699089	GSC Solar Leasing LP
1902	242696	17036−0409	WE1220368	GSC Solar Leasing LP
1903	204200	16415-0159	DR1614208	GSC Solar Leasing LP
1904	244137	01158-0246	CE780710	GSC Solar Leasing LP
1905	244903	03270-0241	YR2699164	GSC Solar Leasing LP
1906	245310	02973-0607	YR2699182	GSC Solar Leasing LP
1907	246140	16974-0226	WE1220408	GSC Solar Leasing LP
1908	246381	17385-0940	WE1220416	GSC Solar Leasing LP
1909	248220	01147-0210	CE780743	GSC Solar Leasing LP
1910	248233	01560-2122	CE780749	GSC Solar Leasing LP
1911	252966	22684-4329	WR1046814	GSC Solar Leasing LP
1912	249528	22623-0023	WR1046750	GSC Solar Leasing LP
1913	250455	16942-0344	WE1220460	GSC Solar Leasing LP
1914	250798	22597-0105	WR1046776	GSC Solar Leasing LP
1915	252933	22707-1273	WR1046794	GSC Solar Leasing LP
1916	234915	17078 - 0216	WE1226860	GSC Solar Leasing II LP
1917	253726	22692-0074	WR1046817	GSC Solar Leasing LP
1918	254045	22287-0052	WR1046837	GSC Solar Leasing LP
1919	254774	16907-0536	WE1220518	GSC Solar Leasing LP
1920	256199	22464-0099	WR1046879	GSC Solar Leasing LP
1921	255711	22492-0086	WR1046894	GSC Solar Leasing LP
1922	250323	17560-0437	WE1220532	GSC Solar Leasing LP
1923	251085	64119-0519	SN518485	GSC Solar Leasing LP
1924	237390	22206-0384	WR1481635	GSC Solar Leasing LP
1925	151660	17352-0077	WE1226600	GSC Solar Leasing II LP
1926	229906	22607-0599	WR1046554	GSC Solar Leasing LP
1927	176573	28217 - 0176	PE273819	GSC Solar Leasing II LP
1928	187918	14366-0822	PR2831537	GSC Solar Leasing LP
1929	250636	22467 - 1048	WR1056167	GSC Solar Leasing II LP
1930	229633	46279 - 0219	NR456847	GSC Solar Leasing II LP
1931	230279	14085 - 2073	PR3177774	GSC Solar Leasing II LP
1932	245707	13213 - 0912	PR3177879	GSC Solar Leasing II LP
1933	233922	17263 - 0283	WE1226690	GSC Solar Leasing II LP
1934	241318	13148-0520	PR3161705	GSC Solar Leasing LP
1935	234433	01137-0073	CE761321	GSC Solar Leasing LP
1936	249415	01360 - 0041	CE786758	GSC Solar Leasing II LP
1937	248860	58013 - 1755	SC1437832	GSC Solar Leasing II LP
1938	249045	16907 - 0813	WE1226746	GSC Solar Leasing II LP
1939	242579	22571 - 0329	WR1056075	GSC Solar Leasing II LP
1940	253248	17064 - 0096	WE1226783	GSC Solar Leasing II LP
1941	254086	70013 - 0514	YR2712807	GSC Solar Leasing II LP
1942	244860	22681 - 1029	WR1056085	GSC Solar Leasing II LP
1943	255388	46155 - 0119	NR630988	GSC Solar Leasing II LP
1944	230327	16973 - 0104	WE1226820	GSC Solar Leasing II LP
1945	233046	17286 - 0318	WE1226834	GSC Solar Leasing II LP
1946	243216	16920-0114	WE1215747	GSC Solar Leasing LP
1947	236786	64113 - 0240	SN521491	GSC Solar Leasing II LP
1948	237407	17053 - 0126	WE1226872	GSC Solar Leasing II LP
1949	240654	22457-0138	WR1042469	GSC Solar Leasing LP
1950	249881	16913 - 0092	WE1226890	GSC Solar Leasing II LP

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1951	252974	22681 - 1368	WR1053824	GSC Solar Leasing II LP
1952	237112	03340-0400	YR2698994	GSC Solar Leasing LP
1953	234606	13371 - 0924	PR3182575	GSC Solar Leasing II LP
1954	250321	17560 - 0360	WE1228586	GSC Solar Leasing II LP
1955	231146	16943 - 0259	WE1226932	GSC Solar Leasing II LP
1956	250313	03734 - 0039	YR2717110	GSC Solar Leasing II LP
1957	234227	22725 - 0325	WR1053885	GSC Solar Leasing II LP
1958	236107	03340 - 1469	YR2716444	GSC Solar Leasing II LP
1959	236156	22311 - 0132	WR1055770	GSC Solar Leasing II LP
1960	237206	03340 - 1606	YR2716495	GSC Solar Leasing II LP
1961	237328	17277 - 0027	WE1228612	GSC Solar Leasing II LP
1962	238114	22452 - 0161	WR1055801	GSC Solar Leasing II LP
1963	238895	01094 - 0045	CE786693	GSC Solar Leasing II LP
1964	241045	70012 - 2421	YR2716556	GSC Solar Leasing II LP
1965	241396	70013 - 0228	YR2716571	GSC Solar Leasing II LP
1966	250048	64120 - 0050	SN522453	GSC Solar Leasing II LP
1967	250884	17097 - 1673	WE1228660	GSC Solar Leasing II LP
1968	250929	17481 - 0151	WE1228664	GSC Solar Leasing II LP
1969	253617	22513 - 0064	WR1056883	GSC Solar Leasing II LP
1970	253652	22707 - 0072	WR1055871	GSC Solar Leasing II LP
1971	244555	16984 - 0072	WE1320529	GSC Solar Leasing II LP
1972	232967	17088-0348	WE1215455	GSC Solar Leasing LP
1973	258621	22707 - 0941	WR1055889	GSC Solar Leasing II LP
1974	259865	46228 - 0100	NR456392	GSC Solar Leasing II LP
1975	236290	22201 - 0247	WR1057249	GSC Solar Leasing II LP
1976	235280	16310-0064	DR1608760	GSC Solar Leasing LP
1977	253588	01573 - 0186	CE786763	GSC Solar Leasing II LP
1978	233898	16382 - 0176	DR1623850	GSC Solar Leasing II LP
1979	242927	70017 - 0478	YR2719308	GSC Solar Leasing II LP
1980	256518	46347 - 0051	NR456437	GSC Solar Leasing II LP
1981	253865	17096-0061	WE1215878	GSC Solar Leasing LP
1982	240025	22727 - 1580	WR984695	GSC Solar Leasing II LP
1983	238440	22727-2537	WR1042990	GSC Solar Leasing LP
1984	244193	46198 - 0049	NR456851	GSC Solar Leasing II LP
1985	204199	13222-0095	PR3153434	GSC Solar Leasing LP
1986	245108	01126 - 0372	CE786866	GSC Solar Leasing II LP
1987	249217	01140 - 0191	CE786872	GSC Solar Leasing II LP
1988	242656	17036-0258	WE1220348	GSC Solar Leasing LP
1989	250459	17105 - 0517	WE1228917	GSC Solar Leasing II LP
1990	250475	16907 - 1040	WE1228921	GSC Solar Leasing II LP
1991	254310	64076 - 0062	SN521518	GSC Solar Leasing II LP
1992	244552	13250-0283	PR3152160	GSC Solar Leasing LP
1993	258124	58131 - 0666	SC1440802	GSC Solar Leasing II LP
1994	254780	01360 - 0043	CE787365	GSC Solar Leasing II LP
1995	248734	03327-6185	YR2699302	GSC Solar Leasing LP
1996	229897	22600 - 0364	WR1053860	GSC Solar Leasing II LP
1997	256270	32213 - 0148	BC325298	GSC Solar Leasing II LP
1998	196755	01096 - 0560	CE794098	GSC Solar Leasing II LP
1999	254290	22643 - 1136	WR1067492	GSC Solar Leasing II LP
2000	239653	03340 - 3846	YR2735949	GSC Solar Leasing II LP
2001	249440	22681 - 0237	WR1066895	GSC Solar Leasing II LP
2002	255633	13199 - 0479	PR3206369	GSC Solar Leasing II LP
2003	256637	46223 - 0031	NR460382	GSC Solar Leasing II LP
2004	254322	01555 - 7392	CE794695	GSC Solar Leasing II LP
2005	250360	13218 - 0141	PR3208150	GSC Solar Leasing II LP
2006	251472	17339 - 0032	WE1238655	GSC Solar Leasing II LP
2007	244634	01566 - 0059	CE794724	GSC Solar Leasing II LP
2008	242349	16425 - 2104	DR1640666	GSC Solar Leasing II LP
2009	243778	03327 - 4131	YR3500320	GSC Solar Leasing II LP
2010	254425	14080 - 1541	PR3208253	GSC Solar Leasing II LP
2011	255116	16907 - 1200	WE1239105	GSC Solar Leasing II LP
2012	260826	17000 - 0461	WE1239004	GSC Solar Leasing II LP
2013	254039	01321 - 0150	CE793723	GSC Solar Leasing II LP
2014	255097	01218 - 0328	CE794788	GSC Solar Leasing II LP
2015	248910	17385 - 1221	WE1238891	GSC Solar Leasing II LP

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2016	249751	46414 - 0154	NR460893	GSC Solar Leasing II LP
2017	238326	22456 - 0072	WR1066693	GSC Solar Leasing II LP
2018	250648	22713 - 5294	WR1066279	GSC Solar Leasing II LP
2019	257566	13524 - 0360	PR3208341	GSC Solar Leasing II LP
2020	258639	13213 - 0362	PR3208091	GSC Solar Leasing II LP
2021	259685	22727 - 1553	WR1065954	GSC Solar Leasing II LP
2022	229797	13518 - 2513	PR3208227	GSC Solar Leasing II LP
2023	232198	46205 - 0038	NR460311	GSC Solar Leasing II LP
2024	249602	22451 - 0142	WR1066205	GSC Solar Leasing II LP
2025	257885	32217 - 0060	BC325391	GSC Solar Leasing II LP
2026	240888	22192 - 0046	WR1066758	GSC Solar Leasing II LP
2027	254225	14084-2758	PR3206991	GSC Solar Leasing II LP
2028	255966	07161 - 0109	HR1492299	GSC Solar Leasing II LP
2029	236369	22722 - 1097	WR1067184	GSC Solar Leasing II LP
2030	254424	16963 - 0063	WE1238866	GSC Solar Leasing II LP
2031	254536	46283 - 0097	NR460838	GSC Solar Leasing II LP
2032	257526	13185 - 0034	PR3207938	GSC Solar Leasing II LP
2033	258460	16996 - 0086	WE1238950	GSC Solar Leasing II LP
2034	233329	16961 - 0342	WE1237867	GSC Solar Leasing II LP
2035	255265	22258 - 0062	WR1072297	GSC Solar Leasing II LP
2036	255418	17350 - 0130	WE1243555	GSC Solar Leasing II LP
2037	258371	32203 - 0118	BC326752	GSC Solar Leasing II LP
2038	253568	22534 - 0119	WR1072379	GSC Solar Leasing II LP
2039	244844	01586 - 0615	CE798819	GSC Solar Leasing II LP
2040	259352	22689 - 0272	WR1072838	GSC Solar Leasing II LP
2041	242083	58727 - 0374	SC1460985	GSC Solar Leasing II LP
2042	255682	07135 - 0222	HR1497869	GSC Solar Leasing II LP
2043	239141	58924 - 0437	SC1461018	GSC Solar Leasing II LP
2044	260075	03206 - 2756	YR2747668	GSC Solar Leasing II LP
2045	244470	22400 - 0285	WR1073264	GSC Solar Leasing II LP
2046	262606	16908 - 0225	WE1244432	GSC Solar Leasing II LP
2047	256806	46178 - 0033	NR464193	GSC Solar Leasing II LP
2048	237204	03341 - 4928	YR2751647	GSC Solar Leasing II LP
2049	238835	58763 - 1392	SC1467428	GSC Solar Leasing II LP
2050	258431	51113 - 0051	ND158576	GSC Solar Leasing II LP
2051	261471	22193 - 0381	WR1075538	GSC Solar Leasing II LP
2052	264929	46254 - 0114	NR464212	GSC Solar Leasing II LP
2053	267789	17272 - 0054	WE1246641	GSC Solar Leasing II LP
2054	259390	22684 - 1635	WR1075520	GSC Solar Leasing II LP
2055	260600	22691 - 0224	WR1075563	GSC Solar Leasing II LP
2056	234375	17347 - 0936	WE1246672	GSC Solar Leasing II LP
2057	260760	14058 - 0081	PR3226756	GSC Solar Leasing II LP
2058	257941	03738 - 0274	YR2752007	GSC Solar Leasing II LP
2059	238298	58924 - 0406	SC1464699	GSC Solar Leasing II LP
2060	242298	64078 - 0306	SN531773	GSC Solar Leasing II LP
2061	261243	17511 - 0434	WE1246791	GSC Solar Leasing II LP
2062	262885	16913 - 0754	WE1246791	GSC Solar Leasing II LP
2063	249168	01308 - 0507	CE801079	GSC Solar Leasing II LP
2064	260465	46234 - 0076	NR464624	GSC Solar Leasing II LP
2065	267182	17112 - 0075	WE1246927	GSC Solar Leasing II LP
2066	258554	32612 - 1553	BC327617	GSC Solar Leasing II LP
2067	243600	64082 - 0088	SN532017	GSC Solar Leasing II LP
2068	259267	17105 - 0514	WE1246932	GSC Solar Leasing II LP
2069	243037	01320 - 0332	CE801121	GSC Solar Leasing II LP
2070	254042	01382 - 0293	CE801464	GSC Solar Leasing II LP
2071	265687	03061 - 1226	YR2753455	GSC Solar Leasing II LP
2072	268825	17263 - 0075	WE1247803	GSC Solar Leasing II LP
2073	259571	22526 - 0063	WR1075973	GSC Solar Leasing II LP
2074	240248	03270 - 0468	YR2752942	GSC Solar Leasing II LP
2075	266549	58361 - 0383	SC1465296	GSC Solar Leasing II LP
2076	255692	16905 - 0651	WE1246972	GSC Solar Leasing II LP
2077	258352	17022 - 0036	WE1246965	GSC Solar Leasing II LP
2078	254391	01332 - 0030	CE801090	GSC Solar Leasing II LP
2079	262180	14114 - 0421	PR3228793	GSC Solar Leasing II LP
2080	243141	13135 - 0938	PR3228807	GSC Solar Leasing II LP

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2081	238081	03340 - 1736	YR2753481	GSC Solar Leasing II LP
2082	262263	64076 - 0122	SN532175	GSC Solar Leasing II LP
2083	264369	46188 - 1588	NR464637	GSC Solar Leasing II LP
2084	262143	14223 - 5408	PR3228949	GSC Solar Leasing II LP
2085	261580	22727 - 4066	WR1076787	GSC Solar Leasing II LP
2086	271696	16905 - 0267	WE1247784	GSC Solar Leasing II LP
2087	203502	58911 - 0769	SC1466071	GSC Solar Leasing II LP
2088	259337	03060 - 0889	YR3936641	GSC Solar Leasing II LP
2089	262617	58077 - 0190	SC1466148	GSC Solar Leasing II LP
2090	258153	07202 - 2876	HR1501781	GSC Solar Leasing II LP
2091	260314	46206 - 0208	NR464874	GSC Solar Leasing II LP
2092	244857	13356 - 0234	PR3230545	GSC Solar Leasing II LP
2093	254343	03843 - 0059	WR1076980	GSC Solar Leasing II LP
2094	264964	17089 - 0065	WE1247985	GSC Solar Leasing II LP
2095	262099	58068 - 0047	SC1466076	GSC Solar Leasing II LP
2096	259504	03841 - 0384	WR1076883	GSC Solar Leasing II LP
2097	242080	03061 - 1048	YR2754381	GSC Solar Leasing II LP
2098	264433	22600 - 0244	WR1076861	GSC Solar Leasing II LP
2099	257113	01213 - 0434	CE801823	GSC Solar Leasing II LP
2100	265745	58735 - 0144	SC1465957	GSC Solar Leasing II LP
2101	259582	03259 - 1370	YR3500365	GSC Solar Leasing II LP
2102	260088	13288 - 0186	PR4143705	GSC Solar Leasing II LP
2103	254071	22638 - 0307	WR1078216	GSC Solar Leasing II LP
2104	265748	03827 - 0372	WR1481766	GSC Solar Leasing II LP
2105	261996	58763 - 0397	SC1946903	GSC Solar Leasing II LP
2106	267290	46239 - 0086	NR466927	GSC Solar Leasing II LP
2107	268393	17282 - 0037	WE1252998	GSC Solar Leasing II LP
2108	264796	17414 - 0249	WE1253011	GSC Solar Leasing II LP
2109	242764	03327 - 5551	YR3500658	GSC Solar Leasing II LP
2110	256658	46280 - 0127	NR466895	GSC Solar Leasing II LP
2111	203610	64074 - 0455	SN519032	GSC Solar Leasing II LP
2112	249855	70569 - 0028	CE805683	GSC Solar Leasing II LP
2113	241173	13239 - 3983	PR3243459	GSC Solar Leasing II LP
2114	256741	03065 - 3886	YR2765280	GSC Solar Leasing II LP
2115	263463	64400 - 0616	SN749830	GSC Solar Leasing II LP
2116	245427	58831 - 0314	SC1471243	GSC Solar Leasing II LP
2117	259989	03206 - 2707	YR2762427	GSC Solar Leasing II LP
2118	255949	26562 - 1103	DR1659281	GSC Solar Leasing II LP
2119	259482	26509 - 0167	DR1659276	GSC Solar Leasing II LP
2120	245828	22520 - 0118	WR1481889	GSC Solar Leasing II LP
2121	239733	58806 - 0071	SC1947008	GSC Solar Leasing II LP
2122	250951	16978 - 0326	WE1253051	GSC Solar Leasing II LP
2123	259208	26503 - 0122	DR1659284	GSC Solar Leasing II LP
2124	230840	22395 - 0106	WR1080927	GSC Solar Leasing II LP
2125	250476	16907 - 1037	WE1253055	GSC Solar Leasing II LP
2126	240539	13247 - 0133	PR3243390	GSC Solar Leasing II LP
2127	258506	32074 - 0193	BC328425	GSC Solar Leasing II LP
2128	243868	17087 - 0606	WE1252928	GSC Solar Leasing II LP
2129	259574	26569 - 1489	DR1659267	GSC Solar Leasing II LP
2130	256130	17351 - 0126	WE1253064	GSC Solar Leasing II LP
2131	258799	32171 - 0152	BC328273	GSC Solar Leasing II LP
2132	244501	17565 - 0650	WE1253074	GSC Solar Leasing II LP
2133	258101	13289 - 0154	PR3243005	GSC Solar Leasing II LP
2134	245957	64132 - 0411	SN534670	GSC Solar Leasing II LP
2135	232710	58828 - 0020	SC1471266	GSC Solar Leasing II LP
2136	255417	17347 - 1152	WE1249988	GSC Solar Leasing II LP
2137	263688	58831 - 0151	SC1947012	GSC Solar Leasing II LP
2138	258378	32193 - 0033	BC328270	GSC Solar Leasing II LP
2139	264631	46208 - 0149	NR467931	GSC Solar Leasing II LP
2140	266449	22671 - 0063	WR1079011	GSC Solar Leasing II LP
2141	266905	16998 - 0078	WE1255037	GSC Solar Leasing II LP
2142	264681	22237 - 0062	WR1085870	GSC Solar Leasing II LP
2143	266044	22689 - 0107	WR1085574	GSC Solar Leasing II LP
2144	262389	03754 - 1107	YR2762389	GSC Solar Leasing II LP
2145	261104	13416 - 0270	PR3235752	GSC Solar Leasing II LP

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2146	257792	01299 - 0576	CE803502	GSC Solar Leasing II LP
2147	266988	58739 - 0102	SC1477905	GSC Solar Leasing II LP
2148	266871	22396 - 0113	WR1091756	GSC Solar Leasing II LP
2149	264937	13177 - 0104	PR3270111	GSC Solar Leasing II LP
2150	256312	01369 - 0245	CE803503	GSC Solar Leasing II LP
2151	249353	13518 - 2543	PR3235305	GSC Solar Leasing II LP
2152	259505	26569 - 1490	DR1659290	GSC Solar Leasing II LP
2153	233818	17298 - 0098	WE1255020	GSC Solar Leasing II LP
2154	255954	22295 - 0081	WR1085862	GSC Solar Leasing II LP
2155	258865	58737 - 0601	SC1471241	GSC Solar Leasing II LP
2156	245393	13135 - 0190	PR3235786	GSC Solar Leasing II LP
2157	262467	22468 - 0007	WR1085694	GSC Solar Leasing II LP
2158	263527	16920 - 0230	WE1262566	GSC Solar Leasing II LP
2159	235307	01376 - 0253	CE802888	GSC Solar Leasing II LP
2160	262425	46291 - 0139	NR465730	GSC Solar Leasing II LP
2161	239747	03252 - 0300	YR2762455	GSC Solar Leasing II LP
2162	255556	13397 - 0754	PR3270682	GSC Solar Leasing II LP
2163	271158	16986 - 0084	WE1262792	GSC Solar Leasing II LP
2164	264498	58806 - 0245	SC1477900	GSC Solar Leasing II LP
2165	259238	17023 - 0140	WE1249982	GSC Solar Leasing II LP
2166	268087	35208 - 0008	CT148795	GSC Solar Leasing II LP
2167	263540	58909 - 0079	SC1484855	GSC Solar Leasing II LP
2168	268256	46160 - 0078	NR467821	GSC Solar Leasing II LP
2169	268425	16980 - 0165	WE1255028	GSC Solar Leasing II LP
2170	261408	32263 - 0340	BC328494	GSC Solar Leasing II LP
2171	242514	03065 - 1383	YR2773413	GSC Solar Leasing II LP
2172	233300	01126 - 0379	CE802885	GSC Solar Leasing II LP
2173	251230	22684 - 0680	WR1092037	GSC Solar Leasing II LP
2174	256135	02936 - 0282	YR2784338	GSC Solar Leasing II LP
2175	255468	03059 - 6640	YR2784348	GSC Solar Leasing II LP
2176	258810	22296 - 0150	WR1080933	GSC Solar Leasing II LP
2177	271764	17279 - 0150	WE1262811	GSC Solar Leasing II LP
2178	256324	75243 - 0165	CE812970	GSC Solar Leasing II LP
2179	271304	16945 - 0126	WE1262814	GSC Solar Leasing II LP
2180	261257	58985 - 0127	SC1555290	GSC Solar Leasing II LP
2181	231673	22728 - 0552	WR1085511	GSC Solar Leasing II LP
2182	237089	22408 - 0043	WR1085850	GSC Solar Leasing II LP
2183	237323	02938 - 0375	YR2784488	GSC Solar Leasing II LP
2184	243258	46172 - 0167	NR472042	GSC Solar Leasing II LP
2185	237835	22167 - 0184	WR1080917	GSC Solar Leasing II LP
2186	248640	75097 - 0270	CE814173	GSC Solar Leasing II LP
2187	245868	01111 - 0259	CE814179	GSC Solar Leasing II LP
2188	239174	01055 - 0163	CE803494	GSC Solar Leasing II LP
2189	252986	22698 - 1978	WR1481913	GSC Solar Leasing II LP
2190	254640	13212 - 0146	PR3235823	GSC Solar Leasing II LP
2191	231903	46172 - 0570	NR465731	GSC Solar Leasing II LP
2192	257379	26546 - 0041	DR1659228	GSC Solar Leasing II LP
2193	257371	26523 - 0025	DR1666406	GSC Solar Leasing II LP
2194	253424	03787 - 0034	WR1079003	GSC Solar Leasing II LP
2195	241656	03060 - 5849	YR2762411	GSC Solar Leasing II LP
2196	236007	17000 - 0126	WE1264556	GSC Solar Leasing II LP
2197	260706	13518 - 2754	PR3235321	GSC Solar Leasing II LP
2198	257989	07169 - 0255	HR1520744	GSC Solar Leasing II LP
2199	250748	01197 - 0310	CE803497	GSC Solar Leasing II LP
2200	263648	01124 - 0231	CE814213	GSC Solar Leasing II LP
2201	258065	16994 - 0066	WE1264633	GSC Solar Leasing II LP
2202	263873	58638 - 0088	SC1947019	GSC Solar Leasing II LP
2203	261119	13247 - 0433	PR3275552	GSC Solar Leasing II LP
2204	261962	22454 - 0158	WR1093844	GSC Solar Leasing II LP
2205	264797	58928 - 1820	SC1487110	GSC Solar Leasing II LP
2206	265033	22684 - 4255	WR1093888	GSC Solar Leasing II LP
2207	263278	22529 - 0054	WR1093921	GSC Solar Leasing II LP
2208	261846	02944 - 0257	YR2788370	GSC Solar Leasing II LP
2209	267007	64085 - 0088	SN537315	GSC Solar Leasing II LP
2210	265374	22302 - 0216	WR1085499	GSC Solar Leasing II LP

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2211	262380	14093 - 2674	PR3253261	GSC Solar Leasing II LP
2212	266578	22325 - 0055	WR1548950	GSC Solar Leasing II LP
2213	263529	22395 - 0284	WR1049084	GSC Solar Leasing II LP
2214	267126	17027 - 0090	WE1255397	GSC Solar Leasing II LP
2215	260313	58091 - 1497	SC1477925	GSC Solar Leasing II LP
2216	269287	16268 - 0114	DR1677104	GSC Solar Leasing II LP
2217	267257	26529 - 0094	DR1666367	GSC Solar Leasing II LP
2218	262551	17089 - 0092	WE1255102	GSC Solar Leasing II LP
2219	271349	16947 - 0152	WE1264948	GSC Solar Leasing II LP
2220	271293	17009 - 0284	WE1264992	GSC Solar Leasing II LP
2221	271501	16995 - 0048	WE1266255	GSC Solar Leasing II LP
2222	272460	64111 - 0037	SN542137	GSC Solar Leasing II LP
2223	275905	2272- - 0146	WR1095361	GSC Solar Leasing II LP
2224	274380	22684 - 4306	WR1095383	GSC Solar Leasing II LP
2225	269664	22381 - 0156	WR1095397	GSC Solar Leasing II LP
2226	261135	58911 - 0874	SC1471257	GSC Solar Leasing II LP
2227	243135	16429 - 2079	DR1659082	GSC Solar Leasing II LP
2228	262821	35163 - 0110	CT223582	GSC Solar Leasing II LP
2229	267811	75239 - 0049	CE808503	GSC Solar Leasing II LP
2230	249792	46225 - 0220	NR472859	GSC Solar Leasing II LP
2231	270272	17009 - 0052	WE1266336	GSC Solar Leasing II LP
2232	263292	64053 - 0072	SN542169	GSC Solar Leasing II LP
2233	229655	64400 - 0669	SN542172	GSC Solar Leasing II LP
2234	258633	22260 - 0349	WR1095459	GSC Solar Leasing II LP
2235	272949	13183 - 0358	PR3279641	GSC Solar Leasing II LP
2236	265197	75001 - 0213	CE815423	GSC Solar Leasing II LP
2237	269637	17090 - 0013	WE1255290	GSC Solar Leasing II LP
2238	264726	22686 - 0095	WR1085527	GSC Solar Leasing II LP
2239	268928	16266 - 0657	DR1678990	GSC Solar Leasing II LP
2240	258390	07202 - 0854	HR1503961	GSC Solar Leasing II LP
2241	265062	70727 - 0075	CE815307	GSC Solar Leasing II LP
2242	266047	16945 - 1630	WE1255325	GSC Solar Leasing II LP
2243	266515	17099 - 0252	WE1646989	GSC Solar Leasing II LP
2244	271050	22727 - 4137	WR1095272	GSC Solar Leasing II LP
2245	264594	01555 - 6532	CE815289	GSC Solar Leasing II LP
2246	272010	16908 - 0643	WE1266178	GSC Solar Leasing II LP
2247	268165	22346 - 0125	WR1095247	GSC Solar Leasing II LP
2248	229554	13213 - 1261	PR3279199	GSC Solar Leasing II LP
2249	261071	46182 - 0666	NR472763	GSC Solar Leasing II LP
2250	253345	03209 - 1254	YR2794573	GSC Solar Leasing II LP
2251	256890	16429 - 1478	DR1680947	GSC Solar Leasing II LP
2252	249156	01157 - 0671	CE807110	GSC Solar Leasing II LP
2253	270080	22727 - 2844	WR1096757	GSC Solar Leasing II LP
2254	262903	58075 - 0761	SC1490645	GSC Solar Leasing II LP
2255	265569	70552 - 0101	CE816445	GSC Solar Leasing II LP
2256	268005	01561 - 1313	CE807350	GSC Solar Leasing II LP
2257	268593	01545 - 0895	CE808494	GSC Solar Leasing II LP
2258	268734	02963 - 2194	YR2810744	GSC Solar Leasing II LP
2259	276349	16986 - 0146	WE1275841	GSC Solar Leasing II LP
2260	263736	13309 - 0104	PR3302987	GSC Solar Leasing II LP
2261	267856	01555 - 4777	CE807263	GSC Solar Leasing II LP
2262	263145	46196 - 0165	NR467937	GSC Solar Leasing II LP
2263	267861	01094 - 1486	CE807344	GSC Solar Leasing II LP
2264	270321	22294 - 0178	WR1104561	GSC Solar Leasing II LP
2265	258166	75120 - 0057	CE807370	GSC Solar Leasing II LP
2266	279358	64119 - 0264	SN561345	GSC Solar Leasing II LP
2267	253443	01389 - 0027	CE821927	GSC Solar Leasing II LP
2268	259265	03828 - 0004	WR1103968	GSC Solar Leasing II LP
2269	235868	03341 - 6284	YR2773399	GSC Solar Leasing II LP
2270	276059	03561 - 0067	YR3500910	GSC Solar Leasing II LP
2271	264819	32179 - 0012	BC329901	GSC Solar Leasing II LP
2272	270359	70561 - 0129	CE807377	GSC Solar Leasing II LP
2273	272006	16981 - 0003	WE1275257	GSC Solar Leasing II LP
2274	273819	22680 - 0224	WR1104065	GSC Solar Leasing II LP
2275	250663	13217 - 0129	PR3249084	GSC Solar Leasing II LP

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2276	250912	01560 - 0629	CE807099	GSC Solar Leasing II LP
2277	255854	03005 - 0032	YR2762421	GSC Solar Leasing II LP
2278	232979	16987 - 0219	WE1255064	GSC Solar Leasing II LP
2279	258381	32201 - 0013	BC335638	GSC Solar Leasing II LP
2280	264527	32116 - 0444	BC329912	GSC Solar Leasing II LP
2281	258766	03307 - 0607	YR2810481	GSC Solar Leasing II LP
2282	258671	01562 - 0158	CE822398	GSC Solar Leasing II LP
2283	249904	46295 - 0005	NR488399	GSC Solar Leasing II LP
2284	260483	16383 - 0239	DR1666575	GSC Solar Leasing II LP
2285	263637	22499 - 0196	WR1085490	GSC Solar Leasing II LP
2286	269149	16262 - 1166	DR1691688	GSC Solar Leasing II LP
2287	273769	03796 - 0762	WR1104310	GSC Solar Leasing II LP
2288	267971	01163 - 0155	CE807246	GSC Solar Leasing II LP
2289	267421	01330 - 0275	CE807359	GSC Solar Leasing II LP
2290	272871	17090 - 0597	WE1275532	GSC Solar Leasing II LP
2291	269592	16920 - 0131	WE1255367	GSC Solar Leasing II LP
2292	264315	70012 - 1392	YR2773324	GSC Solar Leasing II LP
2293	257073	07145 - 0031	HR1509571	GSC Solar Leasing II LP
2294	266985	17088 - 0016	WE1255040	GSC Solar Leasing II LP
2295	267041	32207 - 0045	BC329888	GSC Solar Leasing II LP
2296	269597	16272 - 1309	DR1691694	GSC Solar Leasing II LP
2297	268205	64127 - 0338	SN547218	GSC Solar Leasing II LP
2298	272558	16927 - 0052	WE1275551	GSC Solar Leasing II LP
2299	267294	58929 - 0194	SC1477916	GSC Solar Leasing II LP
2300	266934	16978 - 0367	WE1255046	GSC Solar Leasing II LP
2301	250493	22394 - 0034	WR1104321	GSC Solar Leasing II LP
2302	267017	22476 - 0172	WR1085473	GSC Solar Leasing II LP
2303	266452	22689 - 0318	WR1085584	GSC Solar Leasing II LP
2304	270841	17068 - 0091	WE1275553	GSC Solar Leasing II LP
2305	275374	35220 - 0145	CT151942	GSC Solar Leasing II LP
2306	277065	16911 - 0568	WE1275459	GSC Solar Leasing II LP
2307	270396	17525 - 0078	WE1256339	GSC Solar Leasing II LP
2308	280245	58013 - 2073	SC1500213	GSC Solar Leasing II LP
2309	267715	22659 - 0164	WR1083940	GSC Solar Leasing II LP
2310	257692	17177 - 0076	WE1275474	GSC Solar Leasing II LP
2311	270029	16920 - 0288	WE1275479	GSC Solar Leasing II LP
2312	269828	16993 - 0060	WE1262597	GSC Solar Leasing II LP
2313	276416	17053 - 0265	WE1275503	GSC Solar Leasing II LP
2314	266009	22632 - 0056	WR1083923	GSC Solar Leasing II LP
2315	269264	22266 - 0137	WR1104406	GSC Solar Leasing II LP
2316	254219	01561 - 4931	CE822407	GSC Solar Leasing II LP
2317	244333	01562 - 0376	CE802890	GSC Solar Leasing II LP
2318	240015	58924 - 0515	SC1477962	GSC Solar Leasing II LP
2319	257447	01325 - 0107	CE807291	GSC Solar Leasing II LP
2320	251153	17184 - 0284	WE1255303	GSC Solar Leasing II LP
2321	266145	17016 - 0075	WE1255316	GSC Solar Leasing II LP
2322	268389	32263 - 0012	YR2809545	GSC Solar Leasing II LP
2323	270746	01561 - 4938	CE822402	GSC Solar Leasing II LP
2324	269231	01359 - 0215	CE821858	GSC Solar Leasing II LP
2325	276641	22414 - 0043	WR1103905	GSC Solar Leasing II LP
2326	274924	13378 - 0889	PR3300928	GSC Solar Leasing II LP
2327	257463	07223 - 0028	HR1503083	GSC Solar Leasing II LP
2328	267298	74008 - 0193	SC1499915	GSC Solar Leasing II LP
2329	271978	22538 - 0058	WR1104343	GSC Solar Leasing II LP
2330	271844	01347 - 0214	CE822220	GSC Solar Leasing II LP
2331	259362	22609 - 0121	WR1104428	GSC Solar Leasing II LP
2332	263705	16419 - 0091	DR1738059	GSC Solar Leasing II LP
2333	262357	14210 - 2470	PR3253238	GSC Solar Leasing II LP
2334	275796	16272 - 1317	DR1738076	GSC Solar Leasing II LP
2335	251896	01312 - 1079	CE850518	GSC Solar Leasing II LP
2336	257646	07184 - 1782	HR1573786	GSC Solar Leasing II LP
2337	265182	01386 - 0124	CE850568	GSC Solar Leasing II LP
2338	266492	32068 - 0612	BC329909	GSC Solar Leasing II LP
2339	269152	01572 - 0136	CE807276	GSC Solar Leasing II LP
2340	270493	13199 - 0218	PR3384313	GSC Solar Leasing II LP

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2341	263390	01395 - 0522	CE850576	GSC Solar Leasing II LP
2342	266649	32068 - 0236	BC345857	GSC Solar Leasing II LP
2343	266293	35166 - 0458	CT158629	GSC Solar Leasing II LP
2344	272616	32612 - 0383	BC345859	GSC Solar Leasing II LP
2345	265296	32612 - 0966	BC345856	GSC Solar Leasing II LP
2346	275862	35208 - 0199	CT158633	GSC Solar Leasing II LP
2347	275266	22684 - 3218	WR1140775	GSC Solar Leasing II LP
2348	270702	35244 - 1312	CT158634	GSC Solar Leasing II LP
2349	269414	01554 - 6116	CE850598	GSC Solar Leasing II LP
2350	267735	01561 - 3479	CE850632	GSC Solar Leasing II LP
2351	275246	26704 - 0150	DR1738275	GSC Solar Leasing II LP
2352	278416	02940 - 1037	YR2878418	GSC Solar Leasing II LP
2353	271354	13218 - 0009	PR3384596	GSC Solar Leasing II LP
2354	276387	03576 - 0488	YR2878483	GSC Solar Leasing II LP
2355	245807	01074 - 0484	CE850670	GSC Solar Leasing II LP
2356	257301	70504 - 0056	CE850677	GSC Solar Leasing II LP
2357	273962	16381 - 0012	DR1738356	GSC Solar Leasing II LP
2358	260557	58138 - 0683	SC1543155	GSC Solar Leasing II LP
2359	257158	01074 - 0750	CE803483	GSC Solar Leasing II LP
2360	261492	14251 - 1837	PR3235956	GSC Solar Leasing II LP
2361	267726	35198 - 0323	CT158670	GSC Solar Leasing II LP
2362	277848	35197 - 0163	CT158679	GSC Solar Leasing II LP
2363	268479	35180 - 0132	CT148808	GSC Solar Leasing II LP
2364	272691	13121 - 0614	PR3384792	GSC Solar Leasing II LP
2365	276977	22381 - 0173	WR1141017	GSC Solar Leasing II LP
2366	269751	01560 - 2187	CE850756	GSC Solar Leasing II LP
2367	276055	58032 - 0632	SC1543214	GSC Solar Leasing II LP
2368	276081	03060 - 1834	YR2878876	GSC Solar Leasing II LP
2369	277086	17091 - 0221	WE1311245	GSC Solar Leasing II LP
2370	276721	35220 - 0110	CT158702	GSC Solar Leasing II LP
2371	275886	22273 - 0039	WR1141084	GSC Solar Leasing II LP
2372	284622	03481 - 0300	YR2878900	GSC Solar Leasing II LP
2373	269096	01110 - 0290	CE850789	GSC Solar Leasing II LP
2374	269943	16262 - 2010	DR1738537	GSC Solar Leasing II LP
2375	275388	35203 - 0126	CT158705	GSC Solar Leasing II LP
2376	256881	13249 - 0281	PR3385153	GSC Solar Leasing II LP
2377	237567	03341 - 6285	YR2878942	GSC Solar Leasing II LP
2378	249917	14080 - 1258	PR3385178	GSC Solar Leasing II LP
2379	256236	01545 - 1151	CE850819	GSC Solar Leasing II LP
2380	258978	22682 - 0061	WR1079008	GSC Solar Leasing II LP
2381	271555	01125 - 0027	CE850835	GSC Solar Leasing II LP
2382	265658	75118 - 0187	CE850852	GSC Solar Leasing II LP
2383	273869	14210 - 0500	PR3385288	GSC Solar Leasing II LP
2384	272747	14251 - 2530	PR3385774	GSC Solar Leasing II LP
2385	274497	22643 - 0816	WR1141406	GSC Solar Leasing II LP
2386	271986	01376 - 0346	CE851034	GSC Solar Leasing II LP
2387	267240	22641 - 0106	WR1141435	GSC Solar Leasing II LP
2388	238894	58091 - 2067	SC1543705	GSC Solar Leasing II LP
2389	277260	22290 - 0272	WR1141461	GSC Solar Leasing II LP
2390	278834	63225 - 0032	KL144366	GSC Solar Leasing II LP
2391	279759	28470 - 0181	PE297922	GSC Solar Leasing II LP
2392	274203	03624 - 0317	YR2879613	GSC Solar Leasing II LP
2393	276720	16921 - 0099	WE1311587	GSC Solar Leasing II LP
2394	268467	01214 - 0281	CE807250	GSC Solar Leasing II LP
2395	275317	35217 - 0097	CT158761	GSC Solar Leasing II LP
2396	272903	70012 - 0728	YR2879562	GSC Solar Leasing II LP
2397	268701	22707 - 0764	WR1141458	GSC Solar Leasing II LP
2398	242238	13155 - 0357	PR3386032	GSC Solar Leasing II LP
2399	258389	16262 - 2069	DR1659077	GSC Solar Leasing II LP
2400	234931	03328 - 1308	YR2881614	GSC Solar Leasing II LP
2401	260354	07202 - 1622	HR1562623	GSC Solar Leasing II LP
2402	262985	32287 - 0061	BC343440	GSC Solar Leasing II LP
2403	264707	70542 - 1855	CE820450	GSC Solar Leasing II LP
2404	265641	01162 - 0163	CE1112330	GSC Solar Leasing II LP
2405	267878	75113 - 0608	CE820445	GSC Solar Leasing II LP

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2406	267978	35241 - 0087	CT156963	GSC Solar Leasing II LP
2407	270246	01555 - 6780	CE820568	GSC Solar Leasing II LP
2408	270506	35244 - 0412	CT151522	GSC Solar Leasing II LP
2409	270706	35170 - 0399	CT157040	GSC Solar Leasing II LP
2410	272171	01551 - 0833	CE843740	GSC Solar Leasing II LP
2411	272945	16952 - 0179	WE1302717	GSC Solar Leasing II LP
2412	273653	01178 - 0160	CE1112335	GSC Solar Leasing II LP
2413	273658	03758 - 0706	WR1131929	GSC Solar Leasing II LP
2414	274121	01248 - 0243	CE1084322	GSC Solar Leasing II LP
2415	274563	01200 - 0144	CE820459	GSC Solar Leasing II LP
2416	274859	46149 - 0046	NR476126	GSC Solar Leasing II LP
2417	276868	17088 - 0136	WE1273864	GSC Solar Leasing II LP
2418	277393	22653 - 0227	WR1132058	GSC Solar Leasing II LP
2419	278206	75113 - 0030	CE843861	GSC Solar Leasing II LP
2420	279024	75118 - 0023	CE845755	GSC Solar Leasing II LP
2421	279474	22397 - 0072	WR1102649	GSC Solar Leasing II LP
2422	279592	75115 - 0259	CE843870	GSC Solar Leasing II LP
2423	280171	46354 - 0144	NR476374	GSC Solar Leasing II LP
2424	282864	28447 - 0019	PE286949	GSC Solar Leasing II LP
2425	260735	16905 - 0719	WE1255332	GSC Solar Leasing II LP
2426	263944	01255 - 0265	CE1112339	GSC Solar Leasing II LP
2427	273715	46350 - 0378	NR488923	GSC Solar Leasing II LP
2428	275563	03061 - 1652	YR2862173	GSC Solar Leasing II LP
2429	276580	46163 - 1203	NR488929	GSC Solar Leasing II LP
2430	230841	16263 - 0121	DR1727598	GSC Solar Leasing II LP
2431	254349	13409 - 0038	PR3365672	GSC Solar Leasing II LP
2432	255698	46416 - 0025	NR467826	GSC Solar Leasing II LP
2433	260000	53096 - 0007	PC160278	GSC Solar Leasing II LP
2434	266490	22606 - 0289	WR1085535	GSC Solar Leasing II LP
2435	266694	26572 - 1331	DR1666432	GSC Solar Leasing II LP
2436	268001	01256 - 0199	CE843978	GSC Solar Leasing II LP
2437	268757	32263 - 0168	BC343442	GSC Solar Leasing II LP
2438	270500	35167 - 0068	CT157116	GSC Solar Leasing II LP
2439	270651	13363 - 0195	PR3366033	GSC Solar Leasing II LP
2440	270825	01365 - 0499	CE844080	GSC Solar Leasing II LP
2441	271679	01271 - 2612	CE844343	GSC Solar Leasing II LP
2442	271723	01394 - 0017	CE844345	GSC Solar Leasing II LP
2443	271870	32272 - 0086	BC344054	GSC Solar Leasing II LP
2444	272038	22546 - 0021	WR1132253	GSC Solar Leasing II LP
2445	272189	03474 - 0073	YR2862601	GSC Solar Leasing II LP
2446	272928	58110 - 1402	SC1533316	GSC Solar Leasing II LP
2447	273662	71208 - 0068		GSC Solar Leasing II LP
2448	274151	46199 - 0069	NR489023	GSC Solar Leasing II LP
2449	275170	17153 - 0173	WE1303200	GSC Solar Leasing II LP
2450	275264	13172 - 0053	PR3366336	GSC Solar Leasing II LP
2451	275393	26517 - 0088	DR1728010	GSC Solar Leasing II LP
2452	275571	03840 - 0258	WR1132412	GSC Solar Leasing II LP
2453	276519	28054 - 0157	PE295434	GSC Solar Leasing II LP
2454	276713	28052 - 0133	PE295441	GSC Solar Leasing II LP
2455	276749	03640 - 0099	YR2862924	GSC Solar Leasing II LP
2456	277116	16374 - 0018	DR1728166	GSC Solar Leasing II LP
2457	277445	35178 - 0010	CT157187	GSC Solar Leasing II LP
2458	277468	28472 - 1248	PE286935	GSC Solar Leasing II LP
2459	277633	22684 - 0934	WR1102587	GSC Solar Leasing II LP
2460	277883	03340 - 4667	YR2863137	GSC Solar Leasing II LP
2461	278278	53109 - 0062	PC160366	GSC Solar Leasing II LP
2462	278578	28478 - 0095	PE286930	GSC Solar Leasing II LP
2463	279216	63266 - 0254	KL137916	GSC Solar Leasing II LP
2464	279497	22290 - 0103	WR1102850	GSC Solar Leasing II LP
2465	279615	01236 - 0155	CE844362	GSC Solar Leasing II LP
2466	279671	22225 - 0339	WR1102824	GSC Solar Leasing II LP
2467	279837	03793 - 0040	WR1132670	GSC Solar Leasing II LP
2468	281382	03732 - 1013	YR2807668	GSC Solar Leasing II LP
2469	282127	22287 - 0510	WR1482273	GSC Solar Leasing II LP
2470	282921	46392 - 0055	NR489214	GSC Solar Leasing II LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
2471	283867	51081 - 0029	ND170686	GSC Solar Leasing II LP
2472	284646	22590 - 0162	WR1103115	GSC Solar Leasing II LP
2473	297655	53108 - 0014	PC241672	GSC Solar Leasing II LP
2474	255506	02936 - 2047	YR2863589	GSC Solar Leasing II LP
2475	254207	22734 - 1952	WR1132675	GSC Solar Leasing II LP
2476	256409	26562 - 0854	DR1739256	GSC Solar Leasing II LP
2477	257454	13288 - 0564	PR3235272	GSC Solar Leasing II LP
2478	265414	13205 - 0138	PR3243316	GSC Solar Leasing II LP
2479	269459	13518 - 3171	PR3337402	GSC Solar Leasing II LP
2480	262198	01592 - 1207	CE834149	GSC Solar Leasing II LP
2481	274645	13371 - 1040	PR3338288	GSC Solar Leasing II LP
2482	274657	22618 - 0275	WR1120201	GSC Solar Leasing II LP
2483	274444	28124 - 0118	PE291772	GSC Solar Leasing II LP
2484	281116	03507 - 0099	YR2806707	GSC Solar Leasing II LP
2485	282259	28096 - 0059	PE291775	GSC Solar Leasing II LP
2486	232191	46175 - 0265	NR483941	GSC Solar Leasing II LP
2487	276943	22165 - 0200	WR1120224	GSC Solar Leasing II LP
2488	278959	01573 - 0040	CE822393	GSC Solar Leasing II LP
2489	271889	13525 - 1761	PR3338948	GSC Solar Leasing II LP
2490	273476	22713 - 0613	WR1122632	GSC Solar Leasing II LP
2491	279038	01311 - 0866	CE822372	GSC Solar Leasing II LP
2492	281737	28425 - 0128	PE287694	GSC Solar Leasing II LP
2493	293660	03618 - 0100	YR2807961	GSC Solar Leasing II LP
2494	241382	03131 - 0272	YR2805122	GSC Solar Leasing II LP
2495	261322	14029 - 0183	PR3344460	GSC Solar Leasing II LP
2496	271835	70565 - 0087	CE836434	GSC Solar Leasing II LP
2497	257896	58013 - 3081	SC1521981	GSC Solar Leasing II LP
2498	277477	58157 - 0637	SC1521989	GSC Solar Leasing II LP
2499	285896	58151 - 0020	SC1522009	GSC Solar Leasing II LP
2500	239925	22523 - 0035	WR1482600	GSC Solar Leasing II LP
2501	263264	22692 - 1043	WR1120832	GSC Solar Leasing II LP
2502	271294	16963 - 0145	WE1292145	GSC Solar Leasing II LP
2503	274144	01561 - 2877	CE822296	GSC Solar Leasing II LP
2504	273554	22595 - 0477	WR1122700	GSC Solar Leasing II LP
2505	281126	17301 - 0005	WE1294002	GSC Solar Leasing II LP
2506	280307	03861 - 0024	WR1122705	GSC Solar Leasing II LP
2507	278532	26725 - 0049	DR1692272	GSC Solar Leasing II LP
2508	282244	28138 - 0023	PE287608	GSC Solar Leasing II LP
2509	279522	16419 - 0185	DR1715521	GSC Solar Leasing II LP
2510	277499	25032 - 1032	HR1531042	GSC Solar Leasing II LP
2511	277787	46154 - 0042	NR485032	GSC Solar Leasing II LP
2512	278480	25050 - 2365	HR1531231	GSC Solar Leasing II LP
2513	285809	22279 - 0407	WR1102867	GSC Solar Leasing II LP
2514	284864	25047 - 0261	HR1531580	GSC Solar Leasing II LP
2515	286705	53081 - 0047	PC156223	GSC Solar Leasing II LP
2516	279528	22212 - 0144	WR1097991	GSC Solar Leasing II LP
2517	287152	16914 - 0041	WE1277175	GSC Solar Leasing II LP
2518	298185	46160 - 0065	NR480507	GSC Solar Leasing II LP
2519	279510	17353 - 0069	WE1273791	GSC Solar Leasing II LP
2520	296360	16915 - 0007	WE1274394	GSC Solar Leasing II LP
2521	277016	13194 - 0814	PR3344753	GSC Solar Leasing II LP
2522	277790	64425 - 0044	SN557223	GSC Solar Leasing II LP
2523	283574	64224 - 0180	SN548088	GSC Solar Leasing II LP
2524	283069	13330 - 0190	PR3344792	GSC Solar Leasing II LP
2525	286040	02995 - 0031	YR2881850	GSC Solar Leasing II LP
2526	282708	46195 - 0316	NR477661	GSC Solar Leasing II LP
2527	296013	26871 - 0004	DR2192398	GSC Solar Leasing II LP
2528	275556	03163 - 0077	YR2812396	GSC Solar Leasing II LP
2529	282773	51112 - 0204	ND164322	GSC Solar Leasing II LP
2530	279326	25046 - 0088	HR1534537	GSC Solar Leasing II LP
2531	249879	01596 - 0526	CE787377	GSC Solar Leasing II LP
2532	237911	46350 - 0084	NR460696	GSC Solar Leasing II LP
2533	242456	22727 - 3553	WR1130379	GSC Solar Leasing II LP
2534	257106	32272 - 0095	BC335342	GSC Solar Leasing II LP
2535	258502	07184 - 0951	HR1509577	GSC Solar Leasing II LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
2536	264244	58076 - 0229	SC1545181	GSC Solar Leasing II LP
2537	269190	32263 - 0011	BC329899	GSC Solar Leasing II LP
2538	269556	22684 - 0201	WR1130428	GSC Solar Leasing II LP
2539	271045	01109 - 0009	CE823987	GSC Solar Leasing II LP
2540	273471	16901 - 0431	WE1279851	GSC Solar Leasing II LP
2541	275283	01390 - 0152	CE824177	GSC Solar Leasing II LP
2542	276255	03624 - 1015	YR2859602	GSC Solar Leasing II LP
2543	276826	35198 - 0035	CT156973	GSC Solar Leasing II LP
2544	277908	01561 - 2630	CE824743	GSC Solar Leasing II LP
2545	278116	03586 - 0288	YR2816878	GSC Solar Leasing II LP
2546	279442	17026 - 0182	WE1302345	GSC Solar Leasing II LP
2547	279478	22529 - 0019	WR1107724	GSC Solar Leasing II LP
2548	281901	22683 - 0315	WR1103049	GSC Solar Leasing II LP
2549	282640	70512 - 0301	CE1112856	GSC Solar Leasing II LP
2550	283176	03186 - 2120	YR2861102	GSC Solar Leasing II LP
2551	283286	03642 - 2431	YR2847919	GSC Solar Leasing II LP
2552	285399	25010 - 0055	HR1531526	GSC Solar Leasing II LP
2553	285680	53103 - 0142	PC157108	GSC Solar Leasing II LP
2554	285894	58987 - 0067	SC1502556	GSC Solar Leasing II LP
2555	285958	17244 - 0061	WE1296236	GSC Solar Leasing II LP
2556	286966	22654 - 0384	WR1108888	GSC Solar Leasing II LP
2557	287137	22564 - 0127	WR1126001	GSC Solar Leasing II LP
2558	287655	03554 - 2747	YR2861108	GSC Solar Leasing II LP
2559	287721	14254 - 1812	PR4606492	GSC Solar Leasing II LP
2560	288106	53096 - 0134	PC157467	GSC Solar Leasing II LP
2561	288141	58013 - 1480	SC1502689	GSC Solar Leasing II LP
2562	288272	22641 - 0479	WR1125601	GSC Solar Leasing II LP
2563	294990	03293 - 0297	YR2840209	GSC Solar Leasing II LP
2564	295096	22630 - 0053	WR1103243	GSC Solar Leasing II LP
2565	295736	53110 - 0082	PC156657	GSC Solar Leasing II LP
2566	297026	22464 - 0242	WR1109652	GSC Solar Leasing II LP
2567	297082	26452 - 0221	DR1726339	GSC Solar Leasing II LP
2568	297608	22688 - 0015	WR1106164	GSC Solar Leasing II LP
2569	298029	34113 - 0096	DC196143	GSC Solar Leasing II LP
2570	298063	22722 - 0143	WR1109023	GSC Solar Leasing II LP
2571	298523	22727 - 3747	WR1482653	GSC Solar Leasing II LP
2572	275668	03234 - 0474	YR2806047	GSC Solar Leasing II LP
2573	283326	03582 - 0182	YR2850425	GSC Solar Leasing II LP
2574	283580	26568 - 0049	DR1697427	GSC Solar Leasing II LP
2575	278847	75178 - 0400	CE824763	GSC Solar Leasing II LP
2576	281214	26619 - 0697	DR1717484	GSC Solar Leasing II LP
2577	285756	51076 - 0293	ND243974	GSC Solar Leasing II LP
2578	295786	28145 - 0032	PE287841	GSC Solar Leasing II LP
2579	276295	02973 - 0645	YR3502461	GSC Solar Leasing II LP
2580	256337	01564 - 1992	CE1112974	GSC Solar Leasing II LP
2581	277062	64403 - 0149	SN546043	GSC Solar Leasing II LP
2582	279728	46328 - 0029	NR477638	GSC Solar Leasing II LP
2583	287445	14332 - 0076	PR3305193	GSC Solar Leasing II LP
2584	298517	64389 - 0054	SN548352	GSC Solar Leasing II LP
2585	283289	22336 - 0107	WR1107541	GSC Solar Leasing II LP
2586	276758	13371 - 0350	PR3352273	GSC Solar Leasing II LP
2587	244904	22238 - 0280	WR1102092	GSC Solar Leasing II LP
2588	255463	13518 - 1825	PR4145654	GSC Solar Leasing II LP
2589	255613	07199 - 0076	HR1576117	GSC Solar Leasing II LP
2590	237762	16959 - 0053	WE1302433	GSC Solar Leasing II LP
2591	244944	03328 - 2493	YR2861119	GSC Solar Leasing II LP
2592	229396	13135 - 0836	PR3249123	GSC Solar Leasing II LP
2593	283284	17384 - 1226	WE1278826	GSC Solar Leasing II LP
2594	258629	01206 - 0113	CE823672	GSC Solar Leasing II LP
2595	261872	17030 - 0147	WE1302436	GSC Solar Leasing II LP
2596	265961	17184 - 0131	WE1277246	GSC Solar Leasing II LP
2597	266970	03835 - 0058	WR1131593	GSC Solar Leasing II LP
2598	267815	32068 - 0518	BC444715	GSC Solar Leasing II LP
2599	269281	16429 - 0787	DR1729404	GSC Solar Leasing II LP
2600	272481	03041 - 0171	YR2861129	GSC Solar Leasing II LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
2601	277265	03272 - 1299	YR2814853	GSC Solar Leasing II LP
2602	277621	16272 - 2216	DR1729409	GSC Solar Leasing II LP
2603	278479	51085 - 1522	ND170835	GSC Solar Leasing II LP
2604	279063	75135 - 0246	CE824714	GSC Solar Leasing II LP
2605	279822	02967 - 0151	YR2807087	GSC Solar Leasing II LP
2606	279920	32050 - 0199	BC336021	GSC Solar Leasing II LP
2607	283339	03829 - 0059	WR1103303	GSC Solar Leasing II LP
2608	284013	53114 - 0268	PC157096	GSC Solar Leasing II LP
2609	284566	32052 - 0143	BC335251	GSC Solar Leasing II LP
2610	286138	28063 - 0014	PE287072	GSC Solar Leasing II LP
2611	286935	17157 - 0031	WE1279207	GSC Solar Leasing II LP
2612	287370	25013 - 0097	HR1936509	GSC Solar Leasing II LP
2613	287553	17092 - 0144	WE1279642	GSC Solar Leasing II LP
2614	287642	17354 - 0137	WE1277416	GSC Solar Leasing II LP
2615	287734	01555 - 5566	CE825593	GSC Solar Leasing II LP
2616	288444	13183 - 0297	PR3352171	GSC Solar Leasing II LP
2617	295633	34019 - 0230	DC196980	GSC Solar Leasing II LP
2618	296923	13288 - 0057	PR3307751	GSC Solar Leasing II LP
2619	297171	17553 - 0117	WE1277610	GSC Solar Leasing II LP
2620	298130	24992 - 0429	HR1535287	GSC Solar Leasing II LP
2621	271549	26519 - 0233	DR1729423	GSC Solar Leasing II LP
2622	280160	17282 - 0054	WE1276634	GSC Solar Leasing II LP
2623	243210	03271 - 6058	YR2806140	GSC Solar Leasing II LP
2624	278600	16264 - 0920	DR1695902	GSC Solar Leasing II LP
2625	273227	51105 - 0462	ND165349	GSC Solar Leasing II LP
2626	276660	25012 - 0155	HR1537137	GSC Solar Leasing II LP
2627	281433	26479 - 1171	DR1717477	GSC Solar Leasing II LP
2628	284539	58138 - 0694	SC1523952	GSC Solar Leasing II LP
2629	285796	46334 - 0129	NR485767	GSC Solar Leasing II LP
2630	283054	58091 - 1495	SC1948235	GSC Solar Leasing II LP
2631	276609	75184 - 1019	CE824822	GSC Solar Leasing II LP
2632	281809	2272- - 1181	WR1108062	GSC Solar Leasing II LP
2633	285309	26616 - 1480	DR1718776	GSC Solar Leasing II LP
2634	273948	03585 - 0230	YR3502862	GSC Solar Leasing II LP
2635	280497	28124 - 0123	PE391350	GSC Solar Leasing II LP
2636	287392	25067 - 0084	HR1534830	GSC Solar Leasing II LP
2637	283708	13449 - 0927	PR3350625	GSC Solar Leasing II LP
2638	287574	70542 - 0008	CE1113179	GSC Solar Leasing II LP
2639	278447	01561 - 3739	CE825622	GSC Solar Leasing II LP
2640	282739	24996 - 0008	HR1538260	GSC Solar Leasing II LP
2641	271640	16911 - 0346	WE1297765	GSC Solar Leasing II LP
2642	287063	51095 - 0223	ND169357	GSC Solar Leasing II LP
2643	277450	51110 - 0106	ND169378	GSC Solar Leasing II LP
2644	296344	58992 - 0120	SC1533951	GSC Solar Leasing II LP
2645	273082	13202 - 0135	PR3364245	GSC Solar Leasing II LP
2646	275849	16973 - 0063	WE1303634	GSC Solar Leasing II LP
2647	270227	13404 - 1186	PR3367252	GSC Solar Leasing II LP
2648	279338	22459 - 0146	WR1102572	GSC Solar Leasing II LP
2649	280153	46392 - 0189	NR479073	GSC Solar Leasing II LP
2650	275578	22641 - 1423	WR1132825	GSC Solar Leasing II LP
2651	296407	03844 - 0532	WR1108721	GSC Solar Leasing II LP
2652	295399	51095 - 0271	ND165601	GSC Solar Leasing II LP
2653	278010	53148 - 0054	PC159633	GSC Solar Leasing II LP
2654	287605	46215 - 0293	NR487340	GSC Solar Leasing II LP
2655	283788	28090 - 0073	PE294200	GSC Solar Leasing II LP
2656	271646	13229 - 0064	PR4146183	GSC Solar Leasing II LP
2657	273808	22692 - 0298	WR1132639	GSC Solar Leasing II LP
2658	264736	13396 - 0025	PR3370552	GSC Solar Leasing II LP
2659	277132	16272 - 2262	DR1728551	GSC Solar Leasing II LP
2660	274872	14080 - 1613	PR3309487	GSC Solar Leasing II LP
2661	273469	01567 - 1167	CE822307	GSC Solar Leasing II LP
2662	275939	22258 - 0061	WR1102413	GSC Solar Leasing II LP
2663	266383	03796 - 0369	WR1132692	GSC Solar Leasing II LP
2664	281845	03811 - 0356	WR1132701	GSC Solar Leasing II LP
2665	268943	22305 - 0055	WR1132809	GSC Solar Leasing II LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
2666	282549	25043 - 3028	HR1536153	GSC Solar Leasing II LP
2667	282478	01306 - 0802	CE824427	GSC Solar Leasing II LP
2668	274634	46114 - 0017	NR489191	GSC Solar Leasing II LP
2669	277087	17087 - 1073	WE1276774	GSC Solar Leasing II LP
2670	280679	22691 - 0183	WR1105527	GSC Solar Leasing II LP
2671	282428	46415 - 0707	NR477590	GSC Solar Leasing II LP
2672	279573	53081 - 0063	PC160381	GSC Solar Leasing II LP
2673	275465	17359 - 0104	WE1279160	GSC Solar Leasing II LP
2674	279272	17162 - 0093	WE1276700	GSC Solar Leasing II LP
2675	276996	58145 - 0301	SC1501766	GSC Solar Leasing II LP
2676	283769	25043 - 2394	HR1564823	GSC Solar Leasing II LP
2677	288375	03554 - 0312	YR2812426	GSC Solar Leasing II LP
2678	283582	53147 - 0273	PC156251	GSC Solar Leasing II LP
2679	280141	25050 - 0948	HR1535015	GSC Solar Leasing II LP
2680	286720	34116 - 0187	DC196542	GSC Solar Leasing II LP
2681	297182	14283 - 0126	PR3314007	GSC Solar Leasing II LP
2682	296742	03599 - 0118	YR2807999	GSC Solar Leasing II LP
2683	297481	53096 - 0049	PC156994	GSC Solar Leasing II LP
2684	288067	16927 - 0041	WE1277436	GSC Solar Leasing II LP
2685	285049	22267 - 0202	WR1109663	GSC Solar Leasing II LP
2686	298078	03308 - 0900	YR2825785	GSC Solar Leasing II LP
2687	274360	46307 - 0085	NR476507	GSC Solar Leasing II LP
2688	265829	17353 - 0113	WE1277572	GSC Solar Leasing II LP
2689	258271	32074 - 0623	BC336242	GSC Solar Leasing II LP
2690	261942	22734 - 1373	WR1132688	GSC Solar Leasing II LP
2691	259353	32125 - 0004	BC329894	GSC Solar Leasing II LP
2692	264973	14223 - 7262	PR3253276	GSC Solar Leasing II LP
2693	266393	32204 - 0086	BC329891	GSC Solar Leasing II LP
2694	259884	22264 - 0061	WR1132864	GSC Solar Leasing II LP
2695	278795	64163 - 0247	SN548603	GSC Solar Leasing II LP
2696	269785	25004 - 0349	HR1564992	GSC Solar Leasing II LP
2697	237287	22820 - 0098	WR1132895	GSC Solar Leasing II LP
2698	277006	16271 - 1569	DR2234541	GSC Solar Leasing II LP
2699	277923	26494 - 0428	DR1728952	GSC Solar Leasing II LP
2700	273457	16425 - 3245	DR1734055	GSC Solar Leasing II LP
2701	277334	26562 - 1261	DR1728957	GSC Solar Leasing II LP
2702	258142	32273 - 0138	BC335094	GSC Solar Leasing II LP
2703	284601	22738 - 0078	WR1107522	GSC Solar Leasing II LP
2704	277928	22480 - 0029	WR1124150	GSC Solar Leasing II LP
2705	277517	70011 - 0278	YR2847924	GSC Solar Leasing II LP
2706	254710	02969 - 0026	YR2863683	GSC Solar Leasing II LP
2707	285085	32054 - 0488	BC336016	GSC Solar Leasing II LP
2708	284810	46112 - 0027	NR478548	GSC Solar Leasing II LP
2709	275546	03826 - 0074	WR1483041	GSC Solar Leasing II LP
2710	282345	14318 - 0031	PR3311903	GSC Solar Leasing II LP
2711	287268	13386 - 0363	PR3298359	GSC Solar Leasing II LP
2712	285012	13217 - 0415	PR3312291	GSC Solar Leasing II LP
2713	287197	03554 - 3793	YR2849647	GSC Solar Leasing II LP
2714	282943	32047 - 0034	BC336810	GSC Solar Leasing II LP
2715	284472	22381 - 0157	WR1125259	GSC Solar Leasing II LP
2716	287143	02930 - 0361	YR2818716	GSC Solar Leasing II LP
2717	282567	63230 - 0138	KL141775	GSC Solar Leasing II LP
2718	286990	01342 - 0258	CE825529	GSC Solar Leasing II LP
2719	285733	46239 - 0233	NR486464	GSC Solar Leasing II LP
2720	283809	28056 - 0257	PE287060	GSC Solar Leasing II LP
2721	297131	46317 - 0159	NR487294	GSC Solar Leasing II LP
2722	287020	53081 - 0609	PC157098	GSC Solar Leasing II LP
2723	286930	46350 - 0295	NR487331	GSC Solar Leasing II LP
2724	297127	16986 - 0264	WE1299376	GSC Solar Leasing II LP
2725	296979	46414 - 0281	NR487420	GSC Solar Leasing II LP
2726	296725	53148 - 0092	PC160404	GSC Solar Leasing II LP
2727	265342	70513 - 2443	CE841347	GSC Solar Leasing II LP
2728	298950	17311 - 0211	WE1283580	GSC Solar Leasing II LP
2729	277446	03235 - 0340	YR2806572	GSC Solar Leasing II LP
2730	282477	01272 - 0794	CE825596	GSC Solar Leasing II LP

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2731	284704	03605 - 0084	YR2849956	GSC Solar Leasing II LP
2732	298785	58128 - 0164	SC1528943	GSC Solar Leasing II LP
2733	274068	16997 - 0066	WE1303730	GSC Solar Leasing II LP
2734	297444	22294 - 0163	WR1111928	GSC Solar Leasing II LP
2735	267365	46372 - 0090	NR477439	GSC Solar Leasing II LP
2736	284241	01560 - 1843	CE840710	GSC Solar Leasing II LP
2737	276269	16968 - 0054	WE1303753	GSC Solar Leasing II LP
2738	306980	16968 - 0076	WE1303771	GSC Solar Leasing II LP
2739	270289	01360 - 0044	CE824975	GSC Solar Leasing II LP
2740	291022	16991 - 0065	WE1303780	GSC Solar Leasing II LP
2741	298026	63237 - 1644	KL139075	GSC Solar Leasing II LP
2742	237585	03327 - 4911	YR2863892	GSC Solar Leasing II LP
2743	295647	51107 - 0379	ND170728	GSC Solar Leasing II LP
2744	261074	14254 - 3976	PR3353824	GSC Solar Leasing II LP
2745	295760	22472 - 0098	WR1133160	GSC Solar Leasing II LP
2746	261276	03009 - 0215	YR2864128	GSC Solar Leasing II LP
2747	284962	02942 - 0075	YR2864142	GSC Solar Leasing II LP
2748	297648	03766 - 0164	WR1112059	GSC Solar Leasing II LP
2749	288578	26409 - 1519	DR1729009	GSC Solar Leasing II LP
2750	295758	25050 - 0088	HR1540431	GSC Solar Leasing II LP
2751	271822	01394 - 0042	CE837844	GSC Solar Leasing II LP
2752	296529	02936 - 0198	YR2864140	GSC Solar Leasing II LP
2753	297907	58192 - 0027	SC1507933	GSC Solar Leasing II LP
2754	306874	13405 - 0237	PR3368153	GSC Solar Leasing II LP
2755	285402	46355 - 0082	NR489350	GSC Solar Leasing II LP
2756	267749	01342 - 0351	CE820571	GSC Solar Leasing II LP
2757	275281	03479 - 0716	YR2853726	GSC Solar Leasing II LP
2758	285993	01573 - 0276	CE840973	GSC Solar Leasing II LP
2759	249755	46175 - 0256	NR485788	GSC Solar Leasing II LP
2760	275628	01559 - 1264	CE841383	GSC Solar Leasing II LP
2761	306877	16945 - 1276	WE1303934	GSC Solar Leasing II LP
2762	285151	16262 - 2070	DR1729027	GSC Solar Leasing II LP
2763	280290	01551 - 0812	CE838728	GSC Solar Leasing II LP
2764	288149	03773 - 0392	WR1128180	GSC Solar Leasing II LP
2765	278825	50202 - 0297	NK109534	GSC Solar Leasing II LP
2766	296649	32235 - 0071	BC343723	GSC Solar Leasing II LP
2767	282340	17565 - 2694	WE1296186	GSC Solar Leasing II LP
2768	302271	13171 - 0097	PR3307653	GSC Solar Leasing II LP
2769	296493	34052 - 0029	DC249375	GSC Solar Leasing II LP
2770	263011	58624 - 0011	SC1534343	GSC Solar Leasing II LP
2771	287628	34020 - 1236	DC196944	GSC Solar Leasing II LP
2772	287191	32612 - 0309	BC343741	GSC Solar Leasing II LP
2773	295416	46308 - 0137	NR487701	GSC Solar Leasing II LP
2774	280938	26685 - 0040	DR1729103	GSC Solar Leasing II LP
2775	287237	26410 - 4015	DR1729154	GSC Solar Leasing II LP
2776	286035	64469 - 0027	SN546455	GSC Solar Leasing II LP
2777	278520	64223 - 0153	SN562508	GSC Solar Leasing II LP
2778	256364	32092 - 0151	BC343783	GSC Solar Leasing II LP
2779	264140	32612 - 0330	BC343777	GSC Solar Leasing II LP
2780	283413	58104 - 0277	SC1534555	GSC Solar Leasing II LP
2781	297271	34113 - 0129	DC197002	GSC Solar Leasing II LP
2782	282437	35265 - 0151	CT157314	GSC Solar Leasing II LP
2783	297101	58142 - 0010	SC1508759	GSC Solar Leasing II LP
2784	285269	46188 - 0564	NR489442	GSC Solar Leasing II LP
2785	287950	22229 - 0061	WR1133515	GSC Solar Leasing II LP
2786	287477	13525 - 0580	PR3368906	GSC Solar Leasing II LP
2787	261051	13524 - 0188	PR3296204	GSC Solar Leasing II LP
2788	298620	01370 - 0061	CE840230	GSC Solar Leasing II LP
2789	285168	03270 - 0211	YR3503531	GSC Solar Leasing II LP
2790	297691	22456 - 0056	WR1106109	GSC Solar Leasing II LP
2791	297798	46188 - 0472	NR477878	GSC Solar Leasing II LP
2792	273169	32043 - 0182	BC336238	GSC Solar Leasing II LP
2793	266291	46380 - 0200	NR631626	GSC Solar Leasing II LP
2794	277460	34070 - 0240	DC249377	GSC Solar Leasing II LP
2795	288481	46160 - 0079	NR489554	GSC Solar Leasing II LP

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2796	295581	03757 - 0022	WR1105806	GSC Solar Leasing II LP
2797	287075	26410 - 2760	DR1729686	GSC Solar Leasing II LP
2798	287160	58032 - 0405	SC1534987	GSC Solar Leasing II LP
2799	266210	13505 - 0013	PR3357988	GSC Solar Leasing II LP
2800	246304	17312 - 0082	WE1277647	GSC Solar Leasing II LP
2801	287682	46416 - 0590	NR486003	GSC Solar Leasing II LP
2802	268671	13291 - 0484	PR3369520	GSC Solar Leasing II LP
2803	267195	32036 - 0189	BC336831	GSC Solar Leasing II LP
2804	286926	58108 - 0255	SC1502584	GSC Solar Leasing II LP
2805	297380	58032 - 1860	SC1535090	GSC Solar Leasing II LP
2806	271519	17062 - 0262	WE1304709	GSC Solar Leasing II LP
2807	278036	24921 - 0330	HR1566155	GSC Solar Leasing II LP
2808	203857	13397 - 0550	PR4147102	GSC Solar Leasing II LP
2809	296461	26629 - 0504	DR1729848	GSC Solar Leasing II LP
2810	279166	14278 - 0005	PR3311881	GSC Solar Leasing II LP
2811	288232	25002 - 0265	HR1560337	GSC Solar Leasing II LP
2812	243793	01137 - 0124	CE837808	GSC Solar Leasing II LP
2813	295831	26456 - 0099	DR1729922	GSC Solar Leasing II LP
2814	298726	03164 - 0041	YR2865653	GSC Solar Leasing II LP
2815	282367	22212 - 0039	WR1124592	GSC Solar Leasing II LP
2816	240573	58910 - 1485	SC1535331	GSC Solar Leasing II LP
2817	285090	63256 - 0565	KL137925	GSC Solar Leasing II LP
2818	295091	03843 - 0121	WR1108825	GSC Solar Leasing II LP
2819	282170	64216 - 0049	SN750824	GSC Solar Leasing II LP
2820	279155	34020 - 0163	DC200381	GSC Solar Leasing II LP
2821	279052	17384 - 1165	WE1278175	GSC Solar Leasing II LP
2822	285954	13397 - 0562	PR3298981	GSC Solar Leasing II LP
2823	296787	22680 - 0495	WR1134182	GSC Solar Leasing II LP
2824	258712	32193 - 0062	BC343972	GSC Solar Leasing II LP
2825	276832	03708 - 1600	YR2853109	GSC Solar Leasing II LP
2826	276571	24921 - 0331	HR1566422	GSC Solar Leasing II LP
2827	295011	32040 - 0153	BC337794	GSC Solar Leasing II LP
2828	275785	26475 - 0093	DR1717479	GSC Solar Leasing II LP
2829	286016	26482 - 0283	DR1730104	GSC Solar Leasing II LP
2830	296151	46317 - 0158	NR486489	GSC Solar Leasing II LP
2831	284396	26838 - 0537	DR1720947	GSC Solar Leasing II LP
2832	287885	01563 - 1132	CE838702	GSC Solar Leasing II LP
2833	298454	26409 - 2780	DR1730126	GSC Solar Leasing II LP
2834	282638	22707 - 2722	WR1107928	GSC Solar Leasing II LP
2835	268986	16271 - 0146	DR1732487	GSC Solar Leasing II LP
2836	283300	17087 - 0075	WE1297232	GSC Solar Leasing II LP
2837	285071	26629 - 0220	DR1732483	GSC Solar Leasing II LP
2838	287949	51076 - 0034	ND165519	GSC Solar Leasing II LP
2839	287390	03013 - 0210	YR2851675	GSC Solar Leasing II LP
2840	287571	24929 - 0369	HR1566910	GSC Solar Leasing II LP
2841	262938	14202 - 0147	PR3299459	GSC Solar Leasing II LP
2842	279154	64209 - 0107	SN549308	GSC Solar Leasing II LP
2843	230300	01162 - 0050	CE837761	GSC Solar Leasing II LP
2844	288252	13242 - 0278	PR3314139	GSC Solar Leasing II LP
2845	287352	58106 - 0075	SC1498865	GSC Solar Leasing II LP
2846	273584	24923 - 0557	HR1558302	GSC Solar Leasing II LP
2847	307018	13237 - 0277	PR3359126	GSC Solar Leasing II LP
2848	297468	01167 - 0278	CE841420	GSC Solar Leasing II LP
2849	282260	13213 - 1260	PR3370976	GSC Solar Leasing II LP
2850	297126	01097 - 0679	CE841037	GSC Solar Leasing II LP
2851	288334	26410 - 3218	DR1730393	GSC Solar Leasing II LP
2852	287380	28113 - 0085	PE296047	GSC Solar Leasing II LP
2853	272548	16271 - 0390	DR1730401	GSC Solar Leasing II LP
2854	278397	26643 - 0165	DR1693386	GSC Solar Leasing II LP
2855	280037	13242 - 0462	PR3370972	GSC Solar Leasing II LP
2856	290481	16962 - 0201	WE1283594	GSC Solar Leasing II LP
2857	295438	25000 - 0014	HR1560564	GSC Solar Leasing II LP
2858	278284	22813 - 0159	WR1134522	GSC Solar Leasing II LP
2859	287901	17113 - 0158	WE1298121	GSC Solar Leasing II LP
2860	277115	64045 - 0191	SN563090	GSC Solar Leasing II LP

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2861	282636	22707 - 2723	WR1107401	GSC Solar Leasing II LP
2862	296802	64043 - 0414	SN563097	GSC Solar Leasing II LP
2863	295402	03594 - 0046	YR2819297	GSC Solar Leasing II LP
2864	277625	01149 - 0050	CE822317	GSC Solar Leasing II LP
2865	287335	26612 - 0453	DR1718817	GSC Solar Leasing II LP
2866	283751	58014 - 0109	SC1535801	GSC Solar Leasing II LP
2867	288455	58174 - 0020	SC1535811	GSC Solar Leasing II LP
2868	277109	32074 - 0734	BC336031	GSC Solar Leasing II LP
2869	287291	53113 - 0024	PC160626	GSC Solar Leasing II LP
2870	295756	58031 - 0083	SC1535845	GSC Solar Leasing II LP
2871	297832	17384 - 1993	WE1298320	GSC Solar Leasing II LP
2872	298947	03580 - 0146	YR2866523	GSC Solar Leasing II LP
2873	298313	01178 - 0092	CE840169	GSC Solar Leasing II LP
2874	275767	58012 - 0687	SC1500544	GSC Solar Leasing II LP
2875	298019	22684 - 4220	WR1134594	GSC Solar Leasing II LP
2876	287903	24924 - 0453	HR1560060	GSC Solar Leasing II LP
2877	284511	46415 - 0845	NR477644	GSC Solar Leasing II LP
2878	296866	51085 - 0885	ND171064	GSC Solar Leasing II LP
2879	297709	03453 - 0473	YR2866568	GSC Solar Leasing II LP
2880	277791	46188 - 0062	NR476192	GSC Solar Leasing II LP
2881	273364	22225 - 0037	WR1134641	GSC Solar Leasing II LP
2882	245872	01564 - 1561	CE841434	GSC Solar Leasing II LP
2883	288167	26934 - 0517	DR1693643	GSC Solar Leasing II LP
2884	275477	17000 - 0257	WE1280170	GSC Solar Leasing II LP
2885	278891	22655 - 0308	WR1134652	GSC Solar Leasing II LP
2886	272917	13194 - 2581	PR3348229	GSC Solar Leasing II LP
2887	260286	32612 - 1041	BC328497	GSC Solar Leasing II LP
2888	266524	25036 - 0056	HR1540694	GSC Solar Leasing II LP
2889	296992	46257 - 0319	NR486831	GSC Solar Leasing II LP
2890	284075	46215 - 0509	NR490675	GSC Solar Leasing II LP
2891	298623	01326 - 0107	CE840792	GSC Solar Leasing II LP
2892	296534	03322 - 2504	YR2869648	GSC Solar Leasing II LP
2893	285506	02936 - 0218	YR2853552	GSC Solar Leasing II LP
2894	287984	63210 - 0095	KL138453	GSC Solar Leasing II LP
2895	288048	34036 - 0393	DC199414	GSC Solar Leasing II LP
2896	258083	02947 - 0058	YR2869677	GSC Solar Leasing II LP
2897	265773	13241 - 0179	PR3249188	GSC Solar Leasing II LP
2898	277338	01564 - 1515	CE847470	GSC Solar Leasing II LP
2899	279549	03754 - 0663	YR2869877	GSC Solar Leasing II LP
2900	281070	58013 - 1054	SC1949267	GSC Solar Leasing II LP
2901	281407	14365 - 1334	PR3308932	GSC Solar Leasing II LP
2902	283181	58168 - 0740	SC1524134	GSC Solar Leasing II LP
2903	284731	58144 - 0386	SC1536928	GSC Solar Leasing II LP
2904	285069	14364 - 2639	PR3373392	GSC Solar Leasing II LP
2905	285297	34004 - 0292	DC197331	GSC Solar Leasing II LP
2906	287412	32190 - 0121	BC342359	GSC Solar Leasing II LP
2907	287453	28457 - 0103	PE296339	GSC Solar Leasing II LP
2908	296297	02984 - 0126	YR2869177	GSC Solar Leasing II LP
2909	296460	14093 - 1070	PR3374896	GSC Solar Leasing II LP
2910	297195	22654 - 0218	WR1109642	GSC Solar Leasing II LP
2911	298074	35206 - 0070	CT157854	GSC Solar Leasing II LP
2912	298954	58116 - 0267	SC1537792	GSC Solar Leasing II LP
2913	299140	25048 - 0004	HR1568721	GSC Solar Leasing II LP
2914	276183	01408 - 1951	CE845607	GSC Solar Leasing II LP
2915	281723	22486 - 0123	WR1136408	GSC Solar Leasing II LP
2916	283194	58033 - 0570	SC1537777	GSC Solar Leasing II LP
2917	296029	01597 - 1777	CE825667	GSC Solar Leasing II LP
2918	243957	03327 - 6385	YR2869157	GSC Solar Leasing II LP
2919	263404	75239 - 0144	CE847172	GSC Solar Leasing II LP
2920	264404	03841 - 0482	WR1106317	GSC Solar Leasing II LP
2921	264779	46160 - 0133	NR490574	GSC Solar Leasing II LP
2922	265261	32068 - 0921	BC344563	GSC Solar Leasing II LP
2923	266734	64186 - 0214	SN563891	GSC Solar Leasing II LP
2924	270111	16424 - 0041	DR1733127	GSC Solar Leasing II LP
2925	271201	22491 - 0268	WR1136424	GSC Solar Leasing II LP

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2926	271498	01369 - 0381	CE837796	GSC Solar Leasing II LP
2927	271556	14142 - 0264	PR3348223	GSC Solar Leasing II LP
2928	272013	01080 - 0071	CE847189	GSC Solar Leasing II LP
2929	275232	64429 - 0073	SN563893	GSC Solar Leasing II LP
2930	275977	58192 - 0123	SC1537809	GSC Solar Leasing II LP
2931	276296	28472 - 1216	PE296504	GSC Solar Leasing II LP
2932	277444	03009 - 0163	YR2869150	GSC Solar Leasing II LP
2933	277967	22287 - 0382	WR1136814	GSC Solar Leasing II LP
2934	278213	58074 - 0810	SC1538278	GSC Solar Leasing II LP
2935	278342	16293 - 0148	DR1732473	GSC Solar Leasing II LP
2936	279153	03307 - 0111	YR2869887	GSC Solar Leasing II LP
2937	279595	17112 - 0064	WE1276935	GSC Solar Leasing II LP
2938	280374	64220 - 0040	SN559238	GSC Solar Leasing II LP
2939	280782	51064 - 1040	ND171506	GSC Solar Leasing II LP
2940	280799	03642 - 3875	YR2851541	GSC Solar Leasing II LP
2941	280929	14334 - 0095	PR3354188	GSC Solar Leasing II LP
2942	281041	22375 - 0027	WR1136851	GSC Solar Leasing II LP
2943	281086	24850 - 0218	HR1569209	GSC Solar Leasing II LP
2944	281175	64240 - 0399	SN558586	GSC Solar Leasing II LP
2945	282100	03324 - 3587	YR2856131	GSC Solar Leasing II LP
2946	282188	22684 - 0876	WR1136960	GSC Solar Leasing II LP
2947	282366	17492 - 0126	WE1274215	GSC Solar Leasing II LP
2948	282713	22710 - 0383	WR1137073	GSC Solar Leasing II LP
2949	282764	22452 - 0134	WR1137074	GSC Solar Leasing II LP
2950	283007	14084 - 4602	PR3354736	GSC Solar Leasing II LP
2951	283357	71143 - 0045	WC536347	GSC Solar Leasing II LP
2952	283359	24855 - 0018	HR1569418	GSC Solar Leasing II LP
2953	283482	22641 - 0654	WR1127128	GSC Solar Leasing II LP
2954	283513	58168 - 1043	SC1523954	GSC Solar Leasing II LP
2955	284743	22684 - 3200	WR1137126	GSC Solar Leasing II LP
2956	284790	64180 - 0006	SN564207	GSC Solar Leasing II LP
2957	285006	22813 - 0065	WR1137164	GSC Solar Leasing II LP
2958	285077	22681 - 1389	WR1137184	GSC Solar Leasing II LP
2959	285261	22223 - 0050	WR1137223	GSC Solar Leasing II LP
2960	285286	22684 - 1820	WR1137243	GSC Solar Leasing II LP
2961	285628	26410 - 2859	DR2194011	GSC Solar Leasing II LP
2962	285946	24851 - 0257	HR1569736	GSC Solar Leasing II LP
2963	286075	64463 - 0207	SN564392	GSC Solar Leasing II LP
2964	286086	58045 - 0061	SC1539100	GSC Solar Leasing II LP
2965	286991	17505 - 0198	WE1296255	GSC Solar Leasing II LP
2966	287436	32019 - 0046	BC344863	GSC Solar Leasing II LP
2967	287480	64178 - 0574	SN559268	GSC Solar Leasing II LP
2968	287488	22636 - 0485	WR1127397	GSC Solar Leasing II LP
2969	287932	34019 - 0305	DC200787	GSC Solar Leasing II LP
2970	290848	17116 - 0040	WE1307657	GSC Solar Leasing II LP
2971	295085	64404 - 0102	SN559291	GSC Solar Leasing II LP
2972	295090	24994 - 0152	HR1558348	GSC Solar Leasing II LP
2973	295176	46339 - 0017	NR490924	GSC Solar Leasing II LP
2974	295204	71146 - 0029	WC537556	GSC Solar Leasing II LP
2975	295229	24865 - 0025	HR1569736	GSC Solar Leasing II LP
2976	295444	64029 - 0297		GSC Solar Leasing II LP
2977	295652	22727 - 4109	WR1137590	GSC Solar Leasing II LP
2978	296026	01273 - 2297	CE841026	GSC Solar Leasing II LP
2979	296027	01597 - 0237	CE841340	GSC Solar Leasing II LP
2980	296186	64403 - 0292	SN558709	GSC Solar Leasing II LP
2981	296228	24752 - 1967	HR1569761	GSC Solar Leasing II LP
2982	296405	03858 - 0191	WR1128876	GSC Solar Leasing II LP
2983	296410	03779 - 0036	WR1106281	GSC Solar Leasing II LP
2984	296415	14282 - 0079	PR3377248	GSC Solar Leasing II LP
2985	296619	03798 - 0226	WR1106039	GSC Solar Leasing II LP
2986	296887	02905 - 0091	YR2856794	GSC Solar Leasing II LP
2987	297386	46205 - 0035	NR490952	GSC Solar Leasing II LP
2988	297417	64028 - 0017	SN564497	GSC Solar Leasing II LP
2989	297536	22675 - 0038	WR1127433	GSC Solar Leasing II LP
2990	297927	64176 - 0428	SN564502	GSC Solar Leasing II LP

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2991	297997	17034 - 0195	WE1307850	GSC Solar Leasing II LP
2992	298214	22707 - 1369	WR1137755	GSC Solar Leasing II LP
2993	298640	25008 - 0134	HR1560586	GSC Solar Leasing II LP
2994	298870	70004 - 0985	YR2871428	GSC Solar Leasing II LP
2995	298921	17447 - 0111	WE1307931	GSC Solar Leasing II LP
2996	299168	13163 - 0048	PR3358303	GSC Solar Leasing II LP
2997	306884	22713 - 0612	WR1112066	GSC Solar Leasing II LP
2998	306953	22727 - 3655	WR1137758	GSC Solar Leasing II LP
2999	276132	26410 - 2263	DR1734036	GSC Solar Leasing II LP
3000	277094	58841 - 0089	SC1524878	GSC Solar Leasing II LP
3001	280027	51085 - 1205	ND168969	GSC Solar Leasing II LP
3002	295310	03059 - 7331	YR2856191	GSC Solar Leasing II LP
3003	296367	34070 - 0166	DC200822	GSC Solar Leasing II LP
3004	296874	22710 - 0390	WR1128461	GSC Solar Leasing II LP
3005	297726	03377 - 0709	YR2853267	GSC Solar Leasing II LP
3006	257492	07202 - 3541	HR1558558	GSC Solar Leasing II LP
3007	296294	03047 - 0384	YR2872259	GSC Solar Leasing II LP
3008	298924	22265 - 0084	WR1110763	GSC Solar Leasing II LP
3009	297413	63216 - 0043	KL143757	GSC Solar Leasing II LP
3010	230170	14085 - 1145	PR3235260	GSC Solar Leasing II LP
3011	268886	01067 - 0222	CE848460	GSC Solar Leasing II LP
3012	277975	22469 - 0494	WR1138172	GSC Solar Leasing II LP
3013	282845	03307 - 0526	YR3504383	GSC Solar Leasing II LP
3014	287791	16269 - 0151	DR1734787	GSC Solar Leasing II LP
3015	298034	03820 - 0138	WR1138242	GSC Solar Leasing II LP
3016	284757	34003 - 0654	DC200885	GSC Solar Leasing II LP
3017	278730	46387 - 0290	NR491236	GSC Solar Leasing II LP
3018	297546	22734 - 1253	WR1138292	GSC Solar Leasing II LP
3019	230705	01158 - 0059	CE837781	GSC Solar Leasing II LP
3020	299103	22679 - 0114	WR1138317	GSC Solar Leasing II LP
3021	279066	17524 - 0232	WE1279611	GSC Solar Leasing II LP
3022	274124	17296 - 0211	WE1296487	GSC Solar Leasing II LP
3023	287485	17029 - 0086	WE1297774	GSC Solar Leasing II LP
3024	287133	22182 - 0987	WR1138344	GSC Solar Leasing II LP
3025	298633	22722 - 1437	WR1138346	GSC Solar Leasing II LP
3026	296063	46134 - 0037	NR491261	GSC Solar Leasing II LP
3027	285055	22713 - 0879	WR1138357	GSC Solar Leasing II LP
3028	272858	63188 - 0145	KL143809	GSC Solar Leasing II LP
3029	287758	22182 - 0715	WR1138468	GSC Solar Leasing II LP
3030	276564	58687 - 0202	SC1540141	GSC Solar Leasing II LP
3031	268909	46260 - 0029	NR491334	GSC Solar Leasing II LP
3032	267267	01339 - 0435	CE837768	GSC Solar Leasing II LP
3033	270447	01561 - 3723	CE848711	GSC Solar Leasing II LP
3034	275580	22635 - 0096	WR1138550	GSC Solar Leasing II LP
3035	251442	25043 - 1045	HR1570824	GSC Solar Leasing II LP
3036	276566	16923 - 0243	WE1308661	GSC Solar Leasing II LP
3037	277775	32052 - 0037	BC345117	GSC Solar Leasing II LP
3038	280125	16330 - 0028	DR1717473	GSC Solar Leasing II LP
3039	281746	32221 - 0082	BC335146	GSC Solar Leasing II LP
3040	276895	34015 - 0360	DC200933	GSC Solar Leasing II LP
3041	280086	02940 - 0579	YR2873551	GSC Solar Leasing II LP
3042	275741	03641 - 2646	YR2849457	GSC Solar Leasing II LP
3043	278946	22447 - 0289	WR1105599	GSC Solar Leasing II LP
3044	279688	64233 - 0167	SN565023	GSC Solar Leasing II LP
3045	282613	22643 - 0130	WR1105721	GSC Solar Leasing II LP
3046	275994	58131 - 0540	SC1540261	GSC Solar Leasing II LP
3047	279106	32068 - 0977	BC345729	GSC Solar Leasing II LP
3048	287123	14093 - 2200	PR3379404	GSC Solar Leasing II LP
3049	297084	03238 - 0162	YR2853672	GSC Solar Leasing II LP
3050	278872	32068 - 1235	BC345649	GSC Solar Leasing II LP
3051	295529	22458 - 0111	WR1140239	GSC Solar Leasing II LP
3052	297071	53139 - 0115	PC161441	GSC Solar Leasing II LP
3053	284512	46392 - 0190	NR487010	GSC Solar Leasing II LP
3054	297151	02902 - 0141	YR2877283	GSC Solar Leasing II LP
3055	296999	22687 - 0019	WR1140293	GSC Solar Leasing II LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
3056	296033	01248 - 0191	CE841112	GSC Solar Leasing II LP
3057	288454	03424 - 0517	YR2824079	GSC Solar Leasing II LP
3058	296819	32193 - 0108	BC345739	GSC Solar Leasing II LP
3059	297498	17368 - 0461	WE1310486	GSC Solar Leasing II LP
3060	296694	03059 - 1502	YR2877258	GSC Solar Leasing II LP
3061	298682	58972 - 0139	SC1542485	GSC Solar Leasing II LP
3062	298907	22686 - 0094	WR1140291	GSC Solar Leasing II LP
3063	284257	13249 - 0103	PR3383100	GSC Solar Leasing II LP
3064	279395	22344 - 0018	WR1140298	GSC Solar Leasing II LP
3065	261381	46412 - 0125	NR492083	GSC Solar Leasing II LP
3066	277076	35173 - 0090	CT158553	GSC Solar Leasing II LP
3067	276790	64099 - 0114	SN546209	GSC Solar Leasing II LP
3068	276716	64056 - 0273	SN750845	GSC Solar Leasing II LP
3069	297846	22251 - 0030	WR1140344	GSC Solar Leasing II LP
3070	295867	22607 - 1780	WR1140360	GSC Solar Leasing II LP
3071	288113	03523 - 0048	YR2814046	GSC Solar Leasing II LP
3072	272609	17194 - 0151	WE1310508	GSC Solar Leasing II LP
3073	279676	22236 - 0149	WR1124147	GSC Solar Leasing II LP
3074	277560	22638 - 0312	WR1103008	GSC Solar Leasing II LP
3075	287326	22735 - 0019	WR1109745	GSC Solar Leasing II LP
3076	180743	13213 - 1186	PR3407170	GSC Solar Leasing II LP
3077	231092	01145 - 0171	CE828498	GSC Solar Leasing II LP
3078	241120	70012 - 0958	YR2896990	GSC Solar Leasing II LP
3079	255289	01218 - 0016	CE837819	GSC Solar Leasing II LP
3080	262301	14100 - 0317	PR3404283	GSC Solar Leasing II LP
3081	267232	03796 - 0203	WR1151180	GSC Solar Leasing II LP
3082	271726	01560 - 1624	CE859169	GSC Solar Leasing II LP
3083	274345	03796 - 1088	WR1151193	GSC Solar Leasing II LP
3084	272040	01561 - 2473	CE864387	GSC Solar Leasing II LP
3085	269331	46332 - 0662	NR631763	GSC Solar Leasing II LP
3086	275587	01173 - 0014	CE864389	GSC Solar Leasing II LP
3087	275006	22698 - 0669	WR1483966	GSC Solar Leasing II LP
3088	283065	26619 - 0702	DR1717467	GSC Solar Leasing II LP
3089	279918	25050 - 0748	HR1597365	GSC Solar Leasing II LP
3090	285552	22641 - 2533	WR1102801	GSC Solar Leasing II LP
3091	282513	46149 - 0269	NR501524	GSC Solar Leasing II LP
3092	284448	01370 - 0126	CE852240	GSC Solar Leasing II LP
3093	276800	25002 - 0357	HR1537142	GSC Solar Leasing II LP
3094	277799	22218 - 0100	WR1107951	GSC Solar Leasing II LP
3095	286928	51244 - 0392	ND164352	GSC Solar Leasing II LP
3096	284805	28008 - 0165	PE302685	GSC Solar Leasing II LP
3097	276888	17384 - 3996	WE1296753	GSC Solar Leasing II LP
3098	287635	26934 - 1322	DR1720580	GSC Solar Leasing II LP
3099	288448	64187 - 0289	SN575060	GSC Solar Leasing II LP
3100	295235	70010 - 1169	YR2918653	GSC Solar Leasing II LP
3101	297664	01173 - 0191	CE825689	GSC Solar Leasing II LP
3102	284993	16954 - 0084	WE1277275	GSC Solar Leasing II LP
3103	297759	03209 - 1969	YR2909623	GSC Solar Leasing II LP
3104	296616	22635 - 0067	WR1108941	GSC Solar Leasing II LP
3105	288991	22341 - 0020	WR1157861	GSC Solar Leasing II LP
3106	280219	75189 - 0459	CE826499	GSC Solar Leasing II LP
3107	287169	22607 - 0596	WR1160175	GSC Solar Leasing II LP
3108	275495	75137 - 1019	CE840184	GSC Solar Leasing II LP
3109	287145	01094 - 0308	CE840219	GSC Solar Leasing II LP
3110	284963	53171 - 0147	PC159746	GSC Solar Leasing II LP
3111	271381	17092 - 0048	WE1299119	GSC Solar Leasing II LP
3112	290836	01337 - 0315	CE866378	GSC Solar Leasing II LP
3113	283355	22182 - 0349	WR1128185	GSC Solar Leasing II LP
3114	284763	70559 - 0388	CE840826	GSC Solar Leasing II LP
3115	296357	17263 - 0076	WE1328861	GSC Solar Leasing II LP
3116	296854	22630 - 0010	WR1163238	GSC Solar Leasing II LP
3117	287926	03424 - 0286	YR2814257	GSC Solar Leasing II LP
3118	296305	03331 - 1703	YR2918658	GSC Solar Leasing II LP
3119	281848	25043 - 2933	HR1594674	GSC Solar Leasing II LP
3120	306913	03150 - 0015	YR2918664	GSC Solar Leasing II LP

No.	Project Number	Property Identification Number	Notice of Lease Registration Number	Residential Entity to be Registered Holder
3121	306896	34097 - 0055	DC197448	GSC Solar Leasing II LP
3122	297868	24999 - 0032	HR1594672	GSC Solar Leasing II LP
3123	298574	01153 - 0447	CE841443	GSC Solar Leasing II LP
3124	287771	64059 - 0140	SN575904	GSC Solar Leasing II LP
3125	261772	22631 - 0272	WR1124229	GSC Solar Leasing II LP
3126	275275	58651 - 0169	SC1498857	GSC Solar Leasing II LP
3127	277176	24991 - 0069	HR1595356	GSC Solar Leasing II LP
3128	273122	64226 - 0103	SN549185	GSC Solar Leasing II LP
3129	284288	22319 - 0146	WR1107572	GSC Solar Leasing II LP
3130	285850	51078 - 0042	ND168719	GSC Solar Leasing II LP
3131	266965	58572 - 0421	SC1569040	GSC Solar Leasing II LP
3132	295851	53154 - 0078	PC159394	GSC Solar Leasing II LP
3133	297851	26659 - 0463	DR1761831	GSC Solar Leasing II LP
3134	280594	32221 - 0211	BC351441	GSC Solar Leasing II LP
3135	295490	22641 - 0256	WR1163117	GSC Solar Leasing II LP
3136	298008	22641 - 0593	WR1163119	GSC Solar Leasing II LP
3137	298330	46204 - 0245	NR631765	GSC Solar Leasing II LP
3138	298432	26410 - 3899	DR1761829	GSC Solar Leasing II LP
3139	280298	03791 - 0202	WR1110802	GSC Solar Leasing II LP
3140	287981	26661 - 1382	DR1761826	GSC Solar Leasing II LP
3141	296638	26410 - 1937	DR1765468	GSC Solar Leasing II LP
3142	278006	16425 - 0546	DR1765503	GSC Solar Leasing II LP
3143	285473	16301 - 0171	DR1765470	GSC Solar Leasing II LP
3144	288056	03432 - 0120	YR2918159	GSC Solar Leasing II LP
3145	287315	16272 - 0458	DR1765742	GSC Solar Leasing II LP
3146	293772	16334 - 0059	DR1765747	GSC Solar Leasing II LP
3147	275582	28421 - 0008	PE304020	GSC Solar Leasing II LP
3148	296579	16271 - 0833	DR1765751	GSC Solar Leasing II LP
3149	293717	16300 - 0184	DR1765754	GSC Solar Leasing II LP
3150	293626	03589 - 0657	YR2918515	GSC Solar Leasing II LP
3151	307129	03135 - 0214	YR2915189	GSC Solar Leasing II LP
3152	272238	02943 - 0275	YR2918521	GSC Solar Leasing II LP
3153	297212	26480 - 0291	DR1763456	GSC Solar Leasing II LP
3154	276565	22420 - 0042	WR1160832	GSC Solar Leasing II LP
3155	279556	34035 - 0027	DC196714	GSC Solar Leasing II LP
3156	274358	22445 - 0034	WR1162881	GSC Solar Leasing II LP
3157	295601	22536 - 0109	WR1112260	GSC Solar Leasing II LP
3158	288678	03779 - 0248	WR1160821	GSC Solar Leasing II LP
3159	283810	22635 - 0495	WR1160829	GSC Solar Leasing II LP
3160	297725	22636 - 0456	WR1160815	GSC Solar Leasing II LP
3161	281448	03770 - 0292	WR1164373	GSC Solar Leasing II LP
3162	286731	32024 - 0103	BC351444	GSC Solar Leasing II LP
3163	253398	03825 - 0129	WR1078222	GSC Solar Leasing II LP

SCHEDULE "B"
RETAINED BANK ACCOUNTS

Bank	Account Number
BMO	29491983804
BMO	29491964945
BMO	29491965139
BMO	29491965147
BMO	29491965155
BMO	29491965163
BMO	29491969906
BMO	29491970587
BMO	29491971264
BMO	29491971272
BMO	29491971280
BMO	29491971299
BMO	29491972697
BMO	29491972718
BMO	29491973681
BMO	29491973702
BMO	29491973710
BMO	29491973729
BMO	29491975660
BMO	29491975679
BMO	29491976532
BMO	29491976540
BMO	29491976559
BMO	29491976567
BMO	29491976575
BMO	29491976583
BMO	29491979207
BMO	29491979995
BMO	29491980005
BMO	29491980013
BMO	29491980021

Bank	Account Number
BMO	29491980048
BMO	29491980056
BMO	29491980064
BMO	29491980072
BMO	29491980080
BMO	29491980099
BMO	29491980101
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BMO	29491980136
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BMO	29491980179
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BMO	29491980347
BMO	29491980355
BMO	29491980363
BMO	29491980371

Bank	Account Number
BMO	29491980398
BMO	29491980400
BMO	29491980515
BMO	29491980523
BMO	29491980531
BMO	29491980558
BMO	29491980566
BMO	29491980574
BMO	29491980582
BMO	29491980590
BMO	29491980603
BMO	29491980611
BMO	29491980638
BMO	29491980646
BMO	29491980654
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BMO	29491980697
BMO	29491980718
BMO	29491980726
BMO	29491980734
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BMO	29491981083
BMO	29491981091
BMO	29491981104
BMO	29491981112
BMO	29491981120
BMO	29491981139
BMO	29491981147
BMO	29491981163
BMO	29491981171
BMO	29491981198

Bank	Account Number
BMO	29491981200
BMO	29491981219
BMO	29491981315
BMO	29491981323
BMO	29491981331
BMO	29491981358
BMO	29491981366
BMO	29491981497
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BMO	29491981577
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BMO	29491982035
BMO	29491982676
BMO	29491982684
BMO	29491982692
BMO	29491982705

Bank	Account Number
BMO	29491982713
BMO	29491982721
BMO	29491982748
BMO	29491982756
BMO	29491982764
BMO	29491983003
BMO	29491983011
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BMO	29491956873
BMO	29491956961
BMO	29491958377
BMO	29491958385
BMO	29491958633
BMO	29491958641
BMO	29491958668
BMO	29491958676
BMO	29491958684
BMO	29491958692
BMO	29491958705
BMO	29491958713

Bank	Account Number
BMO	29491958721
BMO	29491958748
BMO	29491960274
BMO	29491960282
BMO	29491960725
BMO	29491960733
BMO	29491960741
BMO	29491960768
BMO	29491960792
BMO	29491945947
BMO	29491956304
BMO	29491956312
BMO	29491956320
BMO	29491956339
BMO	29491944557
BMO	29491944565
BMO	0002-1890-241
RBC	02952-4003687
RBC	00131-1019389
RBC	02952-1005248
RBC	02952-1029461
RBC	02952-1032655
RBC	02952-1032689
RBC	02952-1032697
RBC	02952-1032705
RBC	02952-1032721
RBC	02952-1032739
RBC	02952-1032747
RBC	02952-1032754
RBC	02952-1032788
RBC	02952-1032796
RBC	02952-1032804
RBC	02952-1032812

Bank	Account Number
RBC	02952-1032820
RBC	02952-1032838
RBC	02952-1032853
RBC	02952-1032861
RBC	02952-1032879
RBC	02952-1032903
RBC	02952-1032911
RBC	02952-1032929
RBC	02952-1032937
RBC	02952-1032945
RBC	02952-1032994
RBC	02952-1033083
RBC	02952-1033091
RBC	02952-1033109
RBC	02952-1033158
RBC	02952-1033166
RBC	02952-1033208
RBC	02952-1033232
RBC	02952-1033323
RBC	02952-1033406
RBC	02952-1033414
RBC	02952-1033430
RBC	02952-1033448
RBC	02952-1033455
RBC	02952-1033463
RBC	02952-1034420
RBC	02952-1034412
RBC	02952-1034453
RBC	02952-1034487
RBC	02952-1034495

SCHEDULE "C"
ADDITIONAL RETAINED CONTRACTS

1. The Spark Residential Agreement, as amended and restated.

2. Services Agreement dated September 29, 2025 between FAAN Advisors Group Inc. and Alvarez & Marsal Canada Inc, as amended and restated, to the extent it relates to Residential I LP and Residential II LP.

3. Assignment and Authorization Agreement dated October 10, 2025 between Grasshopper Solar Corporation, Residential I LP and Residential II LP, as amended and restated.

4. VCOM License Agreement dated October 15, 2025 between meteocontrol North America, Inc. and Alvarez & Marsal Canada Inc, as amended and restated, to the extent it relates to Residential I LP and Residential II LP.

5. Quote Q-00036579 from ABBYY USA Software House Inc. for the FlexiCapture on Premise, Distribution License and Professional Services Time and Materials, as amended and restated, to the extent it relates to Residential I LP and Residential II LP.

6. Amended and Restated Limited Partnership Agreement dated 2018 between GSC Solar Leasing GP Inc. and GSC Solar Fund I Inc., as amended and restated.

7. Limited Partnership Agreement dated August 2, 2017 between GSC Solar Leasing II GP Inc. and GSC Solar Fund I Inc., as amended and restated.

SCHEDULE "D"
PURCHASE PRICE ALLOCATION

Resi - Purchase Price Categories	Purchase Price Allocation
GSC Solar Leasing LP	[redacted]
GSC Solar Leasing II LP	[redacted]
Total Resi Price	[redacted]

SCHEDULE "E"
FORM OF INTERIM PERIOD ADJUSTMENT STATEMENT

See attached.

Residential Portfolio	Amount ($CAD)	
Interim Period Receipts		
C&I Revenue Receipts	$[●]	
Interim Period Receipts	$[●]	[a]
Interim Period Operating Expenses		
Spark Interim Period Operating Expenses	$[●]	
FAAN Interim Period Operating Expenses	$[●]	
Spark and FAAN Interim Period Fees	$[●]	[b]
FAAN Flow-Through Charges	$[●]	
Lease Payments	$[●]	
Insurance	$[●]	
LDC Fees	$[●]	
Employees & Contractors	$[●]	
Operating General & Administrative	$[●]	
Other	$[●]	
Other Interim Period Operating Expenses	$[●]	[c]
Interim Period Operating Expenses	$[●]	[b] + [c] = [d]
Interim Period Adjustment Amount	$[●]	[a] + [d] = [e]
Interim Period Profit	$[●]	[e] > 0
Interim Period Loss	$[●]	[e] < 0

APPENDIX "A"
BID SUMMARY

[Confidential]

APPENDIX "B"
C&I ASSET PURCHASE AGREEMENT (UNREDACTED)

[Confidential]

APPENDIX "C"
RESIDENTIAL EQUITY PURCHASE AGREEMENT (UNREDACTED)

[Confidential]

DEUTSCHE BANK TRUST COMPANY AMERICAS, DEUTSCHE BANK AG, CANADA BRANCH, and THE BANK OF NOVA SCOTIA	**GSC SOLAR FUND I LP, et. al.**	Court File No. CV-25-00752340-00CL
Applicants	Respondents	

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

SECOND REPORT OF THE RECEIVER
ALVAREZ & MARSAL CANADA INC.

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Barristers & Solicitors
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