Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

FARM CREDIT CANADA

Applicant

and

SIF AMBER (3.5) PROJECTS LP AND
SIF AMBER (3.5) PROJECTS GP INC.

Respondents

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

AFFIDAVIT

I, Jason Inman, of the City of Charlottetown, in the Province of Prince Edward Island, MAKE OATH AND SAY:

1. I am the Senior Account Manager, Special Credit at Farm Credit Canada ("**FCC**"), the Applicant in this proceeding, and, as such, have knowledge of the matters contained in this affidavit.

2. I make this affidavit in support of FCC's application for:

   (a) an Order (the "**Appointment Order**") appointing Grant Thornton Limited ("**GT**") as receiver (in such capacity, the "**Receiver**") over all property, assets and undertaking of SIF Amber (3.5) Projects LP ("**SIF LP**" or the "**Borrower**") and SIF Amber (3.5) Projects GP Inc. ("**SIF GP**" or the

"**Guarantor**", collectively, the "**Debtors**") pursuant to section 243 of the Bankruptcy and Insolvency Act, RSC 1985, c B-3 (the "**BIA**") and section 101 of the Courts of Justice Act, RSO 1990, c C43; and

(b) an Order (the "**Sale Order**") approving a sale and investment solicitation process ("**SISP**") .

3. I became involved in the Debtors' file in or around October 2022. Where this affidavit addresses matters that arose prior to my involvement in the file, the information set out is based on my review of the file, documents and correspondence.

4. All capitalized terms used herein and not otherwise defined have the meaning ascribed to them in the Credit Agreement, defined below.

Description of the Debtors

(a) *Corporate Structure*

5. Although there have been several changes in the beneficial ownership of the SIF LP, the Borrower has always been SIF Amber (3.5) Projects LP, by its general partner, SIF GP.[1]

6. The Borrower, SIF LP, was organized pursuant to the *Limited Partnerships Act* (Ontario), RSO 1990, c L.16. Attached as **Exhibit "A"** is a true copy of the Corporate

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[1] From time to time, the following entities have been utilized to carry out the Solar Farm Project: Solar Income Fund LP (#6) ("**SIF LP 6**"), Solar Power Income Fund GP #6 Inc. ("**SIF GP 6**"), Amber Energy Co-operative Inc., SIF Solar Energy Income & Growth Fund by its trustee, SIF Solar Energy Operating Trust by its trustee, and Parity Management and Consulting Inc. ("**Parity Management**").

Profile Report of SIF LP, obtained from the provincial ministry with a file current date of June 29, 2023.

7. The Guarantor, SIF GP, was incorporated pursuant to the *Business Corporations Act* (Ontario), RSO 1990, c B.16. Attached as **Exhibit "B"** is a true copy of the Corporate Profile Report of SIF GP, obtained from the provincial ministry with a file current date of June 29, 2023.

(b) *Nature of the Business*

8. The Debtor entities were each organized for the purpose of developing renewable energy generation facilities (i.e. rooftop solar projects) on existing real property located on farm land in Ontario (the "**Solar Farm Project**") at the municipal addresses:

(a) 47734 Talbot Line, Aylmer (PIN 35289-0110 (LT)) ("**Skipper**");

(b) 50292 Vienna Line, Aylmer (PIN 35314-0252 (LT)) ("**Field & Flock**");

(c) 52741 Nova Scotia Line, Port Burwell (PIN 35319-0185 (LT)) ("**Underhill**");

(d) 50338 Wilson Line, Springfield (PIN 35281-0153 (LT)) ("**Dawson**"); and

(e) 4548 Half Moon Road, Aylmer (PIN 35318-0197 (LT)) ("**Bossuyt**") (collectively, the "**Real Property**").

Attached as **Exhibit "C"** is a true copy of the parcel registers for the Real Property.

9. The Solar Farm Project contemplated the construction of rooftop photovoltaic units, including the generating facilities as well as all necessary attachments, accessories, and accessions (the "**Solar Farm Property**"). Power produced by the Solar Farm Project was to be sold in accordance with the terms and conditions of individual fixed price power purchase agreements with the Independent Electricity System Operator ("**IESO**") under the Feed-In Tariff Program (the "**FIT Program**") over a term of 20 years (the "**Fit Agreements**").

10. The solar farm business is seasonal, with peak revenue occurring between May and September. Reserves are typically required to fund the business during the remaining months of the year, when there is a reduced number of daylight hours.

(c) *Real Property Leases and Access to the Real Property*

11. Amber Energy Co-operative Inc. ("**Amber Energy**" or the "**Tenant**") entered into a lease with each of the Real Property owners (collectively, the "**Landlords**") for the portion of property on each parcel of Real Property needed to erect, construct, reconstruct, install, remove, maintain and operate the Solar Farm Project (the "**Leases**"). Through a series of assignments, Amber Energy transferred and assigned to SIF LP and then SIF LP transferred and assigned to FCC all of its right, title and interest in the Leases. Attached as **Exhibit "D"** is a true copy of the Specific Assignment of the Leases.

12. Additionally, the Landlords' each entered into an Acknowledgement Agreement, which provides for access to the Solar Farm Property, and acknowledges FCC has the right to access the Solar Farm Property on 48 hours written notice that SIF LP is in

default under the Credit Agreement and to exercise its rights and remedies, including to operate, use or remove the Solar Farm Property. Each Mortgagee in respect of the Landlords' Real Property also covenanted and agreed that, if the Mortgagee came into possession or ownership of the Real Property, or any portion of it, it would be bound by the Landlord's Acknowledgement Agreement.

The FCC Credit Facility

Credit Agreement

13. On December 21, 2016, SIF LP, as borrower, SIF GP, as guarantor, and FCC, as lender, entered into a Credit Agreement for purpose of financing the construction costs for the Solar Farm Project in the maximum principal amount of $5,573,357 (the "**Initial Credit Agreement**"). SIF GP was the signatory to the Credit Agreement for the Borrower, in its capacity as the general partner for SIF LP. Attached as **Exhibit "E"** is a true copy of the Credit Agreement dated December 21, 2016.

14. There have been five amendments to the Credit Agreement (which together with the Initial Credit Agreement, form the "Credit Agreement").

Amendments Nos. 1 and 2

15. Amendments No. 1 and No. 2 to the Credit Agreement provided for certain initial advances to fund ongoing construction costs and for certain unlimited guarantees by Amber Energy and Solar Income Fund Inc., which were to be released in accordance with the terms of these amendments upon satisfaction of the conditions prescribed for ordinary draws under the Credit Agreement.

Amendment No. 3

16. On April 6, 2017, SIF LP, SIF GP and FCC entered into a further amendment of the Credit Agreement ("**Amendment No. 3**") to provide a subsequent advance of $1,042,048.00 to fund ongoing construction costs and waiving certain conditions precedent in exchange for additional security from Amber Energy. Additionally, the maximum principal amount available under the credit facility was reduced from $5,573,357 to $4,005,787. Attached as **Exhibit "F"** is a true copy of Amendment No. 3 dated April 6, 2017.

Amendment No. 4

17. Following the execution of Amendment No. 3, a shareholder/limited partner dispute arose between Amber Energy and Solar Income Fund LP (#6) ("**SIF LP 6**"). Additionally, several suppliers filed construction liens and commenced civil proceedings against the Borrower.

18. On October 23, 2018, SIF LP, SIF GP and FCC entered into a further amendment of the Credit Agreement ("**Amendment No. 4**") to address the disputes described in paragraph 17. Among other things, Amendment No. 4:

(a) restructured the terms of the loan;

(b) established a segregated Distribution Account to fund certain distributions;

(c) reflected changes in the corporate structure of the Debtors;

(d) waived certain breaches under the Credit Agreement;

(e) released funds to pay certain lien holders; and,

(f) arranged for the transfer of certain assets from Amber Energy to the Borrower.

Attached as **Exhibit "G"** is a true copy of Amendment No. 4 dated October 23, 2018.

19. Amendment No. 4 was signed by SIF LP, SIF GP, Amber Energy and SIF LP 6.

20. As a condition precedent to Amendment No. 4, FCC required evidence of satisfactory settlement of the limited partner/shareholder disputes between SIF LP 6, Amber Energy and their respective shareholders and affiliates.

21. Upon execution and delivery of Amendment No. 4, both Amber Energy and Solar Income Fund Inc. were released from the guarantee obligations granted under previous amendments and all security previously granted by Amber Energy was released and discharged. Amendment No. 4 also contained a release from Solar Income Fund Inc. / SIF GP 6 in favour of FCC.

22. On the same date, FCC obtained a standalone release, separate from Amendment No. 4 at the same time from Solar Income Fund Inc. in exchange for the release of the guarantee by Solar Income Fund Inc.

Amendment No. 5 – Forbearance Agreement

23. The Solar Farm Project was operated for less than a year after Amendment No. 4 when the management company, Parity Management, approached FCC and advised

that it was operating at a loss and that in its view the Credit Agreement needed to be restructured. In late 2019, FCC and the Borrower entered into discussions to restructure the credit facilities and waive certain breaches but the parties could not reach an agreement.

24. On December 31, 2019, the Debtors failed to make the scheduled payment of principal and interest under the Credit Agreement, which was an Event of Default (the "**Existing Default**").

25. On January 24, 2020, Gowling WLG (Canada) LLP ("**Gowling**"), on behalf of FCC, issued a demand letter to each of the Debtors (the "**Demand Letters**"), each of which enclosed a notice of intention to enforce FCC's security pursuant to section 244 of the BIA (collectively, the "**NITES**"), and demanding repayment of the Indebtedness on or before February 7, 2020. Attached as **Exhibit "H"** is a true copy of the Demand Letter and NITES.

26. On May 15, 2020, FCC entered into a Forbearance Agreement with SIF LP and SIF GP, further amending the Credit Agreement ("**Amendment No. 5**" or the "**Forbearance Agreement**") to address the issues described above. Among other things, Amendment No. 5:

(a) provided terms on which FCC would forbear from enforcement of its security arising from the Existing Defaults;

(b) established a mechanism for FCC's loan to be paid through cash sweeps (the "**Cash Sweep Mechanism**"), which provided that SIF LP would pay to FCC all amounts due and paid to SIF LP during the previous month, other than the amounts FCC previously approved, including but not limited to: a maximum amount of funds for management expenses to Parity Management, operating and routine maintenance expenses, and an amount for the annual winter reserve to fund the expected shortfall in the months of November through March;

(c) provided a mechanism for a potential sale of assets to repay some or all of FCC's debt;

(d) provided for the cooperation of SIF LP and SIF GP in ongoing litigation relating to Court File No. CV-18-00611079-0000 (the "**Kronos Litigation**"); and

(e) required mutual releases from FCC, SIF LP, SIF GP, Amber Energy, SIF LP 6, SIF GP 6, SIF Solar Energy Income & Growth Management Fund, SIF Solar Energy Operating Trust, and Parity Management (the "**Releasors**").

Attached as **Exhibit "I"** is a true copy of Amendment No. 5 dated May 15, 2020.

27. As part of Amendment No. 5, SIF LP and SIF GP confirmed, acknowledged and agreed that:

(a) The Existing Defaults occurred and are continuing, each of which constitutes an Event of Default under the Credit Agreement and FCC has not waived the Existing Defaults and nothing in Amendment No. 5 was deemed to constitute a waiver of the Existing Defaults;

(b) SIF LP and SIF GP consented to the immediate enforcement of all or any part of the rights and remedies accorded to FCC under the Credit Agreement and applicable law in any manner determined by FCC; and

(c) FCC has the right to immediately exercise all or any part of its rights and remedies under the Credit Agreement, without any further notice, including the right to apply to the Court for the appointment of a receiver.

28. On May 15, 2020, the Debtors also executed a Consent to Receivership, by which SIF LP and SIF GP acknowledged and agreed that, upon the occurrence of a Terminating Event (as defined in the Credit Agreement), FCC would be entitled to seek a court- appointed receiver and the Debtors would consent to such appointment.

29. Amendment No. 5 was signed by SIF LP, SIF GP, Amber Energy, SIF LP 6, SIF GP 6, SIF Solar Energy Income & Growth Fund, SIF Solar Energy Operating Trust, and Parity Management.

The Security

30. FCC holds security interests over all of the Solar Farm Property of the Borrower used in and related to the Solar Farm Project. In particular, FCC holds the following

critical security agreements,[2] together with all other security documents listed in the NITES at Exhibit "H":

(a) a general security agreement over all present and after-acquired personal/movable property including, without limitation, inventory and receivables;

(b) a specific security agreement providing for a first charge and security interest (subject only to Permitted Liens) on all present and after-acquired FIT solar installations of the Borrower;

(c) a specific security agreement providing for a first charge and security interest (subject only to Permitted Liens) of all present and after-acquired rooftop photovoltaic units, attachments, accessories and accessions located on the Real Property;

(d) a specific assignment of the Material Project Agreements and Project Approvals;

(e) a specific assignment of the Solar Project Leases, together with any consents necessary to allow assignment and realization of such security;

(f) an Acknowledgement and Agreement from each owner of the Real Property where a rooftop unit is installed;

[2] Capitalized terms used in this section and not otherwise defined have the meanings ascribed to them in the relevant security instrument.

(g) a Mortgagee Consent and Non-Disturbance Agreement from each mortgagee of the Real Property; and

(h) a first ranking charge of the Borrower's leasehold interest in the Real Property.

31. The Security was perfected by the registrations against:

(a) the personal property of each of SIF LP and SIF GP in the provincial registry maintained under the *Personal Property Security Act* (Ontario), RSO 1990, c P.10 (the "**PPSA**"), registered December 22, 2016. Attached as **Exhibit "J"** is a true copy of the Ontario PPSA searches against SIF LP and SIF GP, with a file currency date of June 27, 2023; and

(b) the Leases and Real Property interests of the Borrower in the Solar Farm Project as follows:

(i) a Notice of Charge of Lease from SIF GP, in its capacity as general partner of SIF LP (the "**Chargor**") and FCC (the "**Chargee**") for each of the Real Property parcels. Attached as **Exhibit "K"** is a true copy of the Notices of Charge of Lease; and

(ii) a Notice of Security Interest ("**NOSI**") for each of the Real Property parcels. Attached as **Exhibit "L"** is a true copy of the Notices of Security Interest.

Events of Default, Demand Letters and Forbearance

32. As described in paragraph 24 above, on December 31, 2019 the Debtors failed to make scheduled payments under the Credit Agreement, which constituted an Event of Default under the Credit Agreement (the "**Existing Default**").

33. As described in paragraph 25, above, on January 24, 2020, Gowling, on behalf of FCC, issued Demand Letters and NITES and demanded repayment of the Indebtedness.

34. On May 15, 2020, as part of Amendment No. 5, FCC entered into a forbearance arrangements with the Debtors. Under the terms of these arrangements, as set out in Amendment No. 5, FCC agreed to forbear from exercising its rights and remedies related to the Existing Defaults until the earlier of September 30, 2020 and the occurrence or existence of a Terminating Event, as defined under the Credit Agreement (the "**Forbearance Period**"). FCC was entitled to extend the Forbearance Period but reserved its rights and remedies in the event of any such extension.

35. Pursuant to section 4 of Amendment No. 5 and the Consent to Receivership, upon the occurrence of a Terminating Event, FCC is entitled to immediately enforce its security and appoint a receiver over the Solar Farm Property. SIF LP has expressly consented to these remedies.

Voided Settlement Agreement

36. Following a series of extensions of the Forbearance Period, on January 16, 2023, Gowling, on behalf of FCC, provided an offer for a full and final settlement of the

Debtors' obligations under the Credit Agreement, and in particular, under Amendment No. 5 (the "**Settlement Agreement**"). The Settlement Agreement contemplated that: (i) SIF LP pay FCC $2,200,000 (the "**Settlement Amount**") as full and final settlement of its obligations to FCC, (ii) FCC, SIF LP and related parties (referred to as the Releasors) execute a full and final mutual release on terms similar to the release provided under Amendment No. 5, (iii) upon payment of the Settlement Amount, FCC discharge all liens and security interest arising from the Credit Agreement, and (iv) completion of (i)-(iii) payment of the Settlement Amount would occur on or before February 17, 2023. Attached as **Exhibit "M"** is a true copy of the Settlement Agreement.

37. On January 20, 2023, Adam Heinrich, on behalf of the Debtors, accepted the Settlement Agreement. Attached as **Exhibit "N"** is a true copy of Adam Heinrich's email dated January 20, 2023 accepting the Settlement Agreement.

38. The Debtors failed to complete the Settlement Transaction, as defined in the Settlement Agreement, by June 9, 2023. As a result, on June 21, 2023, Gowling, on behalf of FCC advised the Debtors that the parties were once again subject to the terms of Amendment No. 5. As noted in the Gowling email of June 21, 2023, the Debtors remain in breach of their obligations under Amendment No. 5 and the Credit Agreement, and in particular their obligation to pay the full amount of the Indebtedness, being $3,472,463.81 as at July 10, 2023, set out below. Attached as **Exhibit "O"** is a true copy of the June 21, 2023 email from Gowling to FCC.

39. On July 10, 2023, Gowling, on behalf of FCC, advised the Debtors that a Terminating Event had occurred pursuant to Amendment No. 5, terminating the forbearance arrangements set out therein and permitting FCC to immediately appoint a receiver. Attached as **Exhibit "P"** is a true copy of Gowling's Notice of Terminating Event Letter dated July 10, 2023.

Debtors Efforts to Refinance

40. Although FCC is aware that the Borrower claims that it has an offer to refinance the debt owed, based on a letter from CWB concerning this proposed financing (the "**CWB Maxium Letter**"), CWB Maxium has not yet granted credit approval for this financing and, to the best of FCC's knowledge, the financing remains subject to this and other conditions precedent and is not available. FCC has no information as to if and when credit approval will be granted in relation to CWB Maxium Letter. In any event, following the breach by the Borrower and termination of the Settlement Agreement, the Indebtedness as at July 10, 2023 is $3,472,463.81 and the financing amount contemplated by the CWB Maxium Letter is insufficient to repay the Indebtedness.

Appoint of GT as Receiver is Just and Convenient

41. As set out above, as of July 10, 2023, the aggregate outstanding Indebtedness owed by the Debtors is $3,472,463.81, excluding legal fees and disbursements and plus accruing interest (the "**Indebtedness**"). Attached as **Exhibit "Q"** is a copy of the Indebtedness as of July 10, 2023.

42. As further set out above, certain events of default have occurred under the Credit Agreement which are ongoing and outstanding; the statutory notice period provided for under the BIA and outlined in the NITES has expired; and, the Debtors have failed to refinance or provide proof of pending refinancing that would be sufficient to repay all of the Indebtedness.

43. It is my view that the appointment of a Receiver at this time will create a transparent marketing process for the sale of the Real Property and will provide a clear way forward for the repayment of amounts owed to FCC and other creditors of the Debtors.

44. If this Honourable Court sees fit to make such an appointment, Grant Thornton Limited ("**GT**") has consented to act as Court-appointed receiver. GT is a licensed insolvency trustee and has significant experience in mandates of this nature. Attached as **Exhibit "R"** is a copy of GT's Consent to Act as receiver.

45. This affidavit is sworn in support of FCC's application for the Appointment Order and Sale Order and for no other or improper purpose.

Sale Process

46. Pursuant to the Consent to Receivership, as noted in paragraph 28, above, upon the occurrence of a Terminating Event, FCC is entitled to appoint a receiver with the power to sell all or any portion of the Solar Farm Property. SIF LP expressly consented to these remedies.

47. FCC seeks to sell the Solar Farm Property. As set out in the Receiver's Report, FCC seeks the proposed Sale Process be approved concurrent with the appointment of the Receiver for the following reasons:

(a) a 90-day Sale Process is necessary and should be initiated immediately due to the seasonal nature of the Solar Farm Project; and

(b) GT has advised that the sale process has been designed to both reach a broad group of potentially interested parties and provide adequate time for interested parties to conduct diligence on the Solar Farm Property.

SWORN BEFORE ME at the City of Calgary, in the Province of Alberta via video conference in the City of Ottawa, in the Province of Ontario on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Heather Fisher
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Heather Fisher (75006L)
Commissioner for Taking Affidavits

DocuSigned by:
Jason Inman
FFA39D40B4A1417...

Jason Inman

This is Exhibit "A" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

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Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Transaction Number: APP-A10218971535
Report Generated on June 29, 2023, 10:19

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

SIF AMBER (3.5) PROJECTS LP as of June 29, 2023

Act	Limited Partnerships Act
Type	Ontario Limited Partnership
Firm Name	SIF AMBER (3.5) PROJECTS LP
Business Identification Number (BIN)	260721600
Declaration Status	Active
Declaration Date	July 13, 2016
Expiry Date	July 11, 2026
Principal Place of Business	34 King Street East, 700, Toronto, Ontario, Canada, M5C 2X8
Activity (NAICS Code)	[Not Provided] - [Not Provided]

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

General Partners

Number of General Partners	1

Partners

Partner 1

Name	SIF AMBER (3.5) PROJECTS GP INC.
Ontario Corporation Number (OCN)	2526908
Entity Type	Ontario Business Corporation
Registered or Head Office Address	90 Woodlawn Road West, Guelph, Ontario, Canada, N1H 1B2

Firm Name History

Name	SIF AMBER (3.5) PROJECTS LP
Effective Date	July 13, 2016

Active Business Names

This entity does not have any active business names registered under the Business Names Act in Ontario.

Expired or Cancelled Business Names

This entity does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Document List

Filing Name	Effective Date
LPA - Declaration of Change for a Limited Partnership (Automated process - Address of Corporate Partner Amended)	January 16, 2023
Renewal of an Ontario Limited Partnership Declaration	June 30, 2021
LPA - File a Declaration of an Ontario Limited Partnership	July 13, 2016

Certified a true copy of the record of the Ministry of Public and Business Service Delivery.

V. Quintanilla W.

Director/Registrar

This is Exhibit “B” referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Heather Fisher
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Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Transaction Number: APP-A10218973475
Report Generated on June 29, 2023, 10:19

Ontario

Ministry of Public and
Business Service Delivery

Profile Report

SIF AMBER (3.5) PROJECTS GP INC. as of June 29, 2023

Act	Business Corporations Act
Type	Ontario Business Corporation
Name	SIF AMBER (3.5) PROJECTS GP INC.
Ontario Corporation Number (OCN)	2526908
Governing Jurisdiction	Canada - Ontario
Status	Active
Date of Incorporation	July 11, 2016
Registered or Head Office Address	90 Woodlawn Road West, Guelph, Ontario, Canada, N1H 1B2

Active Director(s)

Minimum Number of Directors	1
Maximum Number of Directors	10

Name	GRAHAM DYER
Address for Service	90 Woodlawn Road West, Guelph, Ontario, Canada, N1H 1B2
Resident Canadian	Yes
Date Began	January 01, 2023

Name	ADAM S. HEINRICH
Address for Service	34 King Street East, 700, Toronto, Ontario, Canada, M5C 2X8
Resident Canadian	Yes
Date Began	September 24, 2018

Name	TIM SMALL
Address for Service	34 King Street East, 700, Toronto, Ontario, Canada, M5C 2X8
Resident Canadian	Yes
Date Began	May 14, 2021

Active Officer(s)

Name	GRAHAM DYER
Position	Vice-President
Address for Service	90 Woodlawn Road West, Guelph, Ontario, Canada, N1H 1B2
Date Began	January 01, 2023

Name	ADAM S. HEINRICH
Position	President
Address for Service	34 King Street East, 700, Toronto, Ontario, Canada, M5C 2X8
Date Began	September 24, 2018

Corporate Name History

Name	SIF AMBER (3.5) PROJECTS GP INC.
Effective Date	July 11, 2016

Active Business Names

This corporation does not have any active business names registered under the Business Names Act in Ontario.

Expired or Cancelled Business Names

This corporation does not have any expired or cancelled business names registered under the Business Names Act in Ontario.

Transaction Number: APP-A10218973475
Report Generated on June 29, 2023, 10:19

Document List

Filing Name	Effective Date
CIA - Notice of Change PAF: NATHAN CHAN	January 26, 2023
CIA - Notice of Change PAF: ADAM S. HEINRICH	January 16, 2023
CIA - Notice of Change PAF: NATHAN CHAN - DIRECTOR	June 11, 2021
CIA - Notice of Change PAF: ADAM S. HEINRICH - DIRECTOR	November 01, 2018
CIA - Notice of Change PAF: BRYAN T. SMITS - OTHER	July 25, 2018
CIA - Initial Return PAF: ALLAN GROSSMAN - DIRECTOR	January 19, 2017
BCA - Articles of Incorporation	July 11, 2016

All “PAF” (person authorizing filing) information is displayed exactly as recorded in the Ontario Business Registry. Where PAF is not shown against a document, the information has not been recorded in the Ontario Business Registry.

This is Exhibit "C" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Heather Fisher
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Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

PROPERTY DESCRIPTION: PART OF LOTS 8 & 9 CON 8 SOUTH DORCHESTER AS IN E352457; MALAHIDE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2007/03/26

OWNERS' NAMES	CAPACITY	SHARE
943448 ONTARIO INC.	ROWN	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2007/03/23 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 2007/03/26 ***						
E221338	1979/04/24	LEASE		*** COMPLETELY DELETED ***	MID EASTERN OIL & GAS LIMITED	
E234362	1980/10/27	ASSIGNMENT LEASE		*** DELETED AGAINST THIS PROPERTY ***	CANADA-CITIES SERVICE LTD. PETRO-CANADA EXPLORATION INC. ONTARIO ENERGY CORPORATION	
REMARKS: MULTI; ADDED TO PIN 35282-0109 BY CT27319						
E248174	1983/01/14	ASSIGNMENT LEASE		*** DELETED AGAINST THIS PROPERTY ***	ONEXCO OIL & GAS LTD.	
REMARKS: MULTI *CORRECTIONS: THIS INSTRUMENT WAS DELETED FROM THIS PROPERTY IN ERROR AND WAS RE-INSTATED ON 2019/03/14 AT 15:22 BY CLARK, ANITA.*						
E352457	1994/04/26	TRANSFER			943448 ONTARIO INC.	C
CT68149	2011/04/20	CHARGE	$1,500,000	943448 ONTARIO INC.	LIBRO CREDIT UNION LIMITED	C
CT68150	2011/04/20	APL (GENERAL)		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				943448 ONTARIO INC.		
REMARKS: DELETING E221338, E234362, E248174						
CT138561	2017/04/13	NOTICE OF LEASE	$2	943448 ONTARIO INC.	AMBER ENERGY CO-OPERATIVE INC.	C
CT138577	2017/04/13	NO CHARGE LEASE		*** COMPLETELY DELETED *** AMBER ENERGY CO-OPERATIVE INC.	FARM CREDIT CANADA	
REMARKS: CT138561.						
CT142205	2017/07/10	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CPE INC.		
CT144076	2017/08/21	CERTIFICATE		*** COMPLETELY DELETED *** CPE INC.		
REMARKS: CT142205						
CT152833	2018/04/25	NO ASSG LESSEE INT	$2	AMBER ENERGY CO-OPERATIVE INC.	SIF AMBER (3.5) PROJECTS GP INC. SIF AMBER (3.5) PROJECTS LP.	C
REMARKS: CT138561.						
CT153100	2018/05/02	NO CHARGE LEASE	$5,573,357	SIF AMBER (3.5) PROJECTS GP INC.	FARM CREDIT CANADA	C
REMARKS: CT138561.						
CT153108	2018/05/02	NO SEC INTEREST	$5,573,357	FARM CREDIT CANADA		C
CT154219	2018/06/01	APL DEL CONST LIEN		*** COMPLETELY DELETED *** CPE INC.		
REMARKS: CT142205. CT144076						
CT174202	2019/11/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA		
REMARKS: CT138577.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

PROPERTY DESCRIPTION: PT LT 74-77 CON NTR MALAHIDE PT 1 11R6455, AS IN E416330 (THIRDLY); DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN E416330; MALAHIDE

PROPERTY REMARKS: AKA LT 1, 2, 3, 4 CON 7 MALAHIDE.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2007/03/26

OWNERS' NAMES: SKIPWELL FARMS INC.
CAPACITY: ROWN
SHARE:

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2007/03/23 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2007/03/26 **						
E135254	1969/07/18	BYLAW				C
11R6455	1996/12/30	PLAN REFERENCE				C
E416330	2002/05/03	TRANSFER	$925,000		SKIPWELL FARMS INC.	C
E416609	2002/05/15	CHARGE		*** COMPLETELY DELETED ***	ROYAL BANK OF CANADA	
CT27576	2008/04/18	CHARGE		*** COMPLETELY DELETED *** SKIPWELL FARMS INC. SCHIPPER, GERALD	ROYAL BANK OF CANADA	
CT29647	2008/06/04	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: RE: E416609						
CT45623	2009/07/17	CHARGE		*** DELETED AGAINST THIS PROPERTY *** SCHIPPER, GERALD	FARM CREDIT CANADA	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				SKIPWELL FARMS INC.		
CT48466	2009/09/28	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: CT27576.						
CT135039	2016/12/29	CHARGE	$5,000,000	SKIPWELL FARMS INC.	NATIONAL BANK OF CANADA	C
CT136515	2017/02/13	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA		
REMARKS: CT45623.						
CT138563	2017/04/13	NOTICE OF LEASE	$2	SKIPWELL FARMS INC.	AMBER ENERGY CO-OPERATIVE INC.	C
CT138579	2017/04/13	NO CHARGE LEASE		*** COMPLETELY DELETED *** AMBER ENERGY CO-OPERATIVE INC.	FARM CREDIT CANADA	
REMARKS: CT138563.						
CT147630	2017/11/14	NOTICE	$2	SKIPWELL FARMS INC.		C
REMARKS: NON-DISTURBANCE						
CT152835	2018/04/25	NO ASSG LESSEE INT	$2	AMBER ENERGY CO-OPERATIVE INC.	SIF AMBER (3.5) PROJECTS GP INC. SIF AMBER (3.5) PROJECTS LP.	C
REMARKS: CT138563.						
CT153102	2018/05/02	NO CHARGE LEASE	$5,573,357	SIF AMBER (3.5) PROJECTS GP INC.	FARM CREDIT CANADA	C
REMARKS: CT138563.						
CT153110	2018/05/02	NO SEC INTEREST	$5,573,357	FARM CREDIT CANADA		C
CT174200	2019/11/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA		
REMARKS: CT138579.						

PROPERTY DESCRIPTION: PART OF LOT 17 CON 3 MALAHIDE DESIGNATED AS PART 1, 11R3761, PART OF LOT 18 CON 3 MALAHIDE AS IN E302793; S/T E302793; MALAHIDE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2007/03/26

OWNERS' NAMES: FIELD AND FLOCK FARMS LTD.

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2007/03/23 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2007/03/26 **						
E135254	1969/07/18	BYLAW				C
E302793	1989/03/01	TRANSFER		*** COMPLETELY DELETED ***	RIC-DEL INC.	
11R3761	1989/03/23	PLAN REFERENCE				C
E418581	2002/07/22	CHARGE		*** COMPLETELY DELETED ***	THE BANK OF NOVA SCOTIA	
E437156	2004/07/07	LEASE		*** COMPLETELY DELETED ***	ECHO ENERGY INC.	
CT28709	2008/05/14	APL COURT ORDER		*** DELETED AGAINST THIS PROPERTY *** ONTARIO SUPERIOR COURT OF JUSTICE IN BANKRUPTCY	GRANT THORNTON LIMITED	
REMARKS: RE: APPOINT INTERIM RECEIVER DELETED BY COURT ORDER CT30499						
CORRECTIONS: 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 35314-0189 IN ERROR AND WAS RE-INSTATED ON 2008/09/09 BY LORI VAN BOMMEL. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 35314-0249 IN ERROR AND WAS RE-INSTATED ON 2008/09/09 BY LORI VAN BOMMEL. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 35314-0250 IN ERROR AND WAS RE-INSTATED ON 2008/09/09 BY LORI VAN BOMMEL. 'THIS INSTRUMENT' WAS DELETED FROM PROPERTY 35318-0169 IN ERROR AND WAS						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RE-INSTATED ON 2008/09/09 BY LORI VAN BOMMEL.						
CT40872	2009/03/11	APL COURT ORDER		*** COMPLETELY DELETED *** ONTARIO SUPERIOR COURT OF JUSTICE IN BANKRUPTCY	GRANT THORNTON LIMITED	
CT40883	2009/03/11	TRANSFER		*** COMPLETELY DELETED *** RIC-DEL INC.	SEBERG HOLDINGS INC.	
CT52712	2010/01/21	NOTICE		*** DELETED AGAINST THIS PROPERTY *** THE TORONTO-DOMINION BANK		
CT70985	2011/07/12	APL AMEND ORDER		*** DELETED AGAINST THIS PROPERTY *** ONTARIO SUPERIOR COURT OF JUSTICE	KPMG INC.	
REMARKS: E437156						
CT75746	2011/11/22	DISCHARGE INTEREST		*** COMPLETELY DELETED *** THE TORONTO-DOMINION BANK		
REMARKS: CT52712.						
CT78480	2012/02/08	LR'S ORDER		LAND REGISTRAR, LRO # 11		C
REMARKS: AMENDING DESCRIPTION						
CT80903	2012/04/27	TRANSFER	$1,300,000	SEBERG HOLDINGS INC.	FIELD AND FLOCK FARMS LTD.	C
REMARKS: PLANNING ACT STATEMENTS						
CT80904	2012/04/27	CHARGE		*** COMPLETELY DELETED *** FIELD AND FLOCK FARMS LTD.	FARM CREDIT CANADA	
CT105640	2014/07/25	CHARGE		*** COMPLETELY DELETED *** FIELD AND FLOCK FARMS LTD.	BANK OF MONTREAL	
CT105641	2014/07/25	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** FIELD AND FLOCK FARMS LTD.	BANK OF MONTREAL	
REMARKS: CT105640.						
CT107103	2014/09/09	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA		
REMARKS: CT80904.						
CT138560	2017/04/13	NOTICE OF LEASE	$2	FIELD AND FLOCK FARMS LTD.	AMBER ENERGY CO-OPERATIVE INC.	C
REMARKS: EXPIRY DATE: NOVEMBER 21, 2033.						
CT138576	2017/04/13	NO CHARGE LEASE		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
				AMBER ENERGY CO-OPERATIVE INC.	FARM CREDIT CANADA	
REMARKS: CT138560.						
CT140813	2017/06/09	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** ICARUS POWER GENERATION INC.		
CT142205	2017/07/10	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CPE INC.		
CT143430	2017/08/09	CERTIFICATE		*** COMPLETELY DELETED *** ICARUS POWER GENERATION INC.		
REMARKS: CT140813						
CT144076	2017/08/21	CERTIFICATE		*** COMPLETELY DELETED *** CPE INC.		
REMARKS: CT142205						
CT152834	2018/04/25	NO ASSG LESSEE INT	$2	AMBER ENERGY CO-OPERATIVE INC.	SIF AMBER (3.5) PROJECTS GP INC. SIF AMBER (3.5) PROJECTS LP.	C
REMARKS: CT138560.						
CT153099	2018/05/02	NO CHARGE LEASE	$5,573,357	SIF AMBER (3.5) PROJECTS GP INC.	FARM CREDIT CANADA	C
REMARKS: CT138560.						
CT153106	2018/05/02	NO SEC INTEREST	$5,573,357	FARM CREDIT CANADA		C
CT154219	2018/06/01	APL DEL CONST LIEN		*** COMPLETELY DELETED *** CPE INC.		
REMARKS: CT142205. CT144076						
CT154308	2018/06/05	APL DEL CONST LIEN		*** COMPLETELY DELETED *** ICARUS POWER GENERATION INC.		
REMARKS: CT140813.						
CT171176	2019/08/21	CHARGE		*** COMPLETELY DELETED *** FIELD AND FLOCK FARMS LTD.	BANK OF MONTREAL	
CT171177	2019/08/21	NO ASSGN RENT GEN		*** COMPLETELY DELETED *** FIELD AND FLOCK FARMS LTD.	BANK OF MONTREAL	
REMARKS: CT171176						
CT171238	2019/08/22	NOTICE		*** COMPLETELY DELETED *** FIELD AND FLOCK FARMS LTD.	BANK OF MONTREAL	

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: CT171176						
CT173890	2019/10/25	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA		
REMARKS: CT138576.						
CT188706	2020/11/02	CHARGE	$5,000,000	FIELD AND FLOCK FARMS LTD.	CANADIAN IMPERIAL BANK OF COMMERCE	C
CT189278	2020/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: CT105640.						
CT189279	2020/11/16	DISCH OF CHARGE		*** COMPLETELY DELETED *** BANK OF MONTREAL		
REMARKS: CT171176.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #11

35318-0197 (LT)

PREPARED FOR lsantos01
ON 2023/06/29 AT 11:39:23

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT RDAL BTN LT 10 AND 11 CON 1 MALAHIDE CLOSED BY UNREGISTERED BYLAW # 883; PT LT 11-12 CON 1 MALAHIDE AS IN E125291; MALAHIDE

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2007/03/26

OWNERS' NAMES: BOSSUYT, MARJORIE

CAPACITY: ROWN

SHARE:

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2007/03/23 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 2007/03/26 ***						
E125291	1968/03/01	TRANSFER	$2		BOSSUYT, JULIAN BOSSUYT, MARJORIE	C
E135254	1969/07/18	BYLAW				C
11R4904	1992/02/27	PLAN REFERENCE				C
E437231	2004/07/09	NO OPTION LEASE		*** COMPLETELY DELETED ***		
E438150	2004/08/11	NO OPTION LEASE		*** DELETED AGAINST THIS PROPERTY ***		
E441938	2004/12/08	LR'S AMENDMENT				C
CT38014	2008/12/05	NOTICE		*** DELETED AGAINST THIS PROPERTY *** 2181967 ONTARIO CORP.	2181967 ONTARIO CORP.	
REMARKS: MULTI ASSIGNMENT AGREEMENT						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Ontario ServiceOntario

LAND REGISTRY OFFICE #11

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

35318-0197 (LT)

PREPARED FOR lsantos01
ON 2023/06/29 AT 11:39:23

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
11R9203	2010/03/17	PLAN REFERENCE				C
CT127024	2016/06/03	APL OF SURV-LAND		BOSSUYT, JULIAN	BOSSUYT, MARJORIE	C
CT138564	2017/04/13	NOTICE OF LEASE	$2	BOSSUYT, MARJORIE	AMBER ENERGY CO-OPERATIVE INC.	C
CT138580	2017/04/13	NO CHARGE LEASE	$5,573,357	AMBER ENERGY CO-OPERATIVE INC.	FARM CREDIT CANADA	C
REMARKS: CT138564.						
CT142205	2017/07/10	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CPE INC.		
CT144076	2017/08/21	CERTIFICATE		*** COMPLETELY DELETED *** CPE INC.		
REMARKS: CT142205						
CT152832	2018/04/25	NO ASSG LESSEE INT	$2	AMBER ENERGY CO-OPERATIVE INC.	SIF AMBER (3.5) PROJECTS GP INC. SIF AMBER (3.5) PROJECTS LP.	C
REMARKS: CT138564.						
CT153098	2018/05/02	NO CHARGE LEASE		*** COMPLETELY DELETED *** SIF AMBER (3.5) PROJECTS GP INC.	FARM CREDIT CANADA	
REMARKS: CT138564.						
CT153109	2018/05/02	NO SEC INTEREST	$5,573,357	FARM CREDIT CANADA		C
CT154219	2018/06/01	APL DEL CONST LIEN		*** COMPLETELY DELETED *** CPE INC.		
REMARKS: CT142205. CT144076						
CT158586	2018/09/24	DISCHARGE INTEREST		*** COMPLETELY DELETED *** 2181967 ONTARIO CORP.		
REMARKS: CT38014. E438150, E437231						
CT174203	2019/11/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA		
REMARKS: CT153098.						

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
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PROPERTY DESCRIPTION: PART OF LOT 29 CON 1 MALAHIDE AS IN E411640; S/T E447948; MALAHIDE

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN E349844.

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2007/04/23

OWNERS' NAMES	CAPACITY	SHARE
CHAD UNDERHILL FARMS LIMITED	TCOM	AS TO A 99.9
UNDERHILL, CHAD RANDY	TCOM	AS TO A .01%

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
*** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2007/04/21 ***						
***SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:*						
*** SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES **						
*** AND ESCHEATS OR FORFEITURE TO THE CROWN.*						
*** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF*						
*** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY*						
*** CONVENTION.*						
*** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.*						
***DATE OF CONVERSION TO LAND TITLES: 2007/04/23 ***						
E135254	1969/07/18	BYLAW				C
E411640	2001/10/12	TRANSFER		*** COMPLETELY DELETED ***	419741 ONTARIO LIMITED	
E411641	2001/10/12	CHARGE		*** COMPLETELY DELETED ***	FARM CREDIT CORPORATION	
E433292	2004/03/01	CHARGE		*** COMPLETELY DELETED ***	ROYAL BANK OF CANADA	
E445447	2005/04/19	NO OPTION PURCHASE				C
E447948	2005/07/08	TRANSFER EASEMENT			ERIE SHORES WIND FARM GENERAL PARTNER INC. ERIE SHORES WIND FARM GENERAL PARTNER TRUST. ERIE SHORES WIND FARM LIMITED PARTNERSHIP	C
E447967	2005/07/08	POSTPONEMENT		*** COMPLETELY DELETED ***		

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: E433292						
E447972	2005/07/08	DEBENTURE		*** DELETED AGAINST THIS PROPERTY ***	SUN LIFE ASSURANCE COMPANY OF CANADA	
E452774	2006/01/27	DEBENTURE		*** DELETED AGAINST THIS PROPERTY ***	SUN LIFE ASSURANCE COMPANY OF CANADA	
E452967	2006/02/07	POSTPONEMENT		*** COMPLETELY DELETED ***		
REMARKS: E411641, E447948						
E460179	2007/04/18	LEASE		*** COMPLETELY DELETED ***	NRG CORP.	
CT28458	2008/05/08	LIEN		*** COMPLETELY DELETED *** HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF REVENUE		
CT32189	2008/07/30	DISCH OF CHARGE		*** COMPLETELY DELETED *** ROYAL BANK OF CANADA		
REMARKS: RE: E433292						
CT38422	2008/12/16	CERTIFICATE		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWNSHIP OF MALAHIDE		
REMARKS: TAX ARREARS CERTIFICATE						
CT55296	2010/04/09	TRANS POWER SALE		*** COMPLETELY DELETED *** FARM CREDIT CANADA	MUDFORD, MURRAY FREDERICK MUDFORD, MARNA LYNN	
REMARKS: E411641.						
CT55393	2010/04/14	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWNSHIP OF MALAHIDE		
REMARKS: CANCELS TAX ARREARS CERTIFICATE CT38422						
CT85907	2012/09/12	APL (GENERAL)		*** COMPLETELY DELETED *** NRG CORP.		
REMARKS: SURRENDER OF LEASE'S E460179						
CT100116	2014/01/03	TRANSFER	$700,000	MUDFORD, MARNA LYNN MUDFORD, MURRAY FREDERICK	CHAD UNDERHILL FARMS LIMITED UNDERHILL, CHAD RANDY	C

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
REMARKS: PLANNING ACT STATEMENTS.						
CT100117	2014/01/03	CHARGE		*** COMPLETELY DELETED *** CHAD UNDERHILL FARMS LIMITED UNDERHILL, CHAD RANDY	FARM CREDIT CANADA	
CT103881	2014/06/02	CHARGE	$3,000,000	CHAD UNDERHILL FARMS LIMITED UNDERHILL, CHAD RANDY	BANK OF MONTREAL	C
CT107821	2014/10/02	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA		
REMARKS: CT100117.						
CT124766	2016/03/30	CHARGE	$4,000,000	CHAD UNDERHILL FARMS LIMITED UNDERHILL, CHAD RANDY	BANK OF MONTREAL	C
CT138562	2017/04/13	NOTICE OF LEASE	$2	CHAD UNDERHILL FARMS LIMITED UNDERHILL, CHAD RANDY	AMBER ENERGY CO-OPERATIVE INC.	C
REMARKS: EXPIRY DATE: NOVEMBER 6, 2033						
CT138578	2017/04/13	NO CHARGE LEASE	$5,573,357	AMBER ENERGY CO-OPERATIVE INC.	FARM CREDIT CANADA	C
REMARKS: CT138562.						
CT142205	2017/07/10	CONSTRUCTION LIEN		*** COMPLETELY DELETED *** CPE INC.		
CT144076	2017/08/21	CERTIFICATE		*** COMPLETELY DELETED *** CPE INC.		
REMARKS: CT142205						
CT152831	2018/04/25	NO ASSG LESSEE INT	$2	AMBER ENERGY CO-OPERATIVE INC.	SIF AMBER (3.5) PROJECTS GP INC. SIF AMBER (3.5) PROJECTS LP.	C
REMARKS: CT138562.						
CT153101	2018/05/02	NO CHARGE LEASE		*** COMPLETELY DELETED *** SIF AMBER (3.5) PROJECTS GP INC.	FARM CREDIT CANADA	
REMARKS: CT138562.						
CT153107	2018/05/02	NO SEC INTEREST	$5,573,357	FARM CREDIT CANADA		C
CT154219	2018/06/01	APL DEL CONST LIEN		*** COMPLETELY DELETED *** CPE INC.		
REMARKS: CT142205. CT144076						

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
CT174201	2019/11/01	DISCH OF CHARGE		*** COMPLETELY DELETED *** FARM CREDIT CANADA		
REMARKS: CT153101.						
CT203702	2021/09/21	CHARGE	$9,000,000	CHAD UNDERHILL FARMS LIMITED UNDERHILL, CHAD RANDY	BANK OF MONTREAL	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is Exhibit “D” referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

SPECIFIC ASSIGNMENT OF LEASE

THIS AGREEMENT made as of the 3rd day of August, 2017.

BETWEEN:

SIF AMBER (3.5) PROJECTS LP

(the "**Assignor**")

AND

FARM CREDIT CANADA

(the "**Assignee**")

RECITALS:

A. The Assignor has entered into a credit agreement dated December 21, 2016 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**) with the Assignee providing for extensions of credit and other financial accommodations to be made to the Assignor;

B. By a lease agreement between Skipwell Farms Inc. (the "**Landlord**") and AMBER ENERGY CO-OPERATIVE INC. (the "**Tenant**") dated November 14, 2016 (the "**Lease**") and the Assignment and Assumption of Material Contracts & Warranties dated August 3, 2017 between the Tenant and SIF Amber (3.5) Projects LP (the "**Assignment re Leases**", together with the Lease, collectively, the "**Lease**") the portion of the property legally described as PIN# 35289-0110 (LT) (the "**Premises**") needed to erect, construct, reconstruct, install, remove, maintain and operated the Generating Facility (as defined in the Lease), the electrical connection line from the Generating Facility to the Connection Point (as defined in the Lease) and the LV/HV transformer near the Connection Point and all related equipment, rights, payments, income and proceeds was assigned to SIF AMBER (3.5) PROJECTS LP;

C. It is a condition precedent to the Assignee's obligations under the Credit Agreement that the Assignor assign all of the Assignor's right, title and interest in and to the Lease;

In consideration of the foregoing and in order to induce the Assignee to extend credit and make other financial accommodations under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee, as follows:

1. Definitions. Any capitalized term not otherwise defined herein which is defined in the Credit Agreement shall have the meaning ascribed to such terms in the Credit Agreement.

2. Assignment. To secure the payment, performance and observance of the Assignor's obligations under the Credit Agreement, the Assignor hereby transfers and assigns to the Assignee all of the Assignor's right, title and interest in and to the Lease.

3. Representations and Warranties. The Assignor represents and warrants to the Assignee that: (a) the Assignor is the sole owner of the entire leasehold interest in the Lease, free and clear of all Liens, except for Liens created in favour of the Assignee pursuant to, or in connection with, the Credit Agreement, (b) the Lease is valid and enforceable and has not been altered, modified or amended in any manner; (c) neither the Assignor nor the Landlord is in default under the Lease, nor has any event occurred which with the passage of time or the giving of notice would constitute a default under the Lease; and (d) no rent reserved in the Lease has been assigned or prepaid, except for prepaid rent for the current month.

4. Covenants. The Assignor covenants to and with the Assignee: (a) to observe and perform all obligations imposed upon the Assignor as the lessee under the Lease and not to do, or permit to be done, anything to impair the Assignor's rights thereunder; (b) not to assign the Assignor's interest under the Lease, existing at the date of this Assignment nor further sublet all or any part of the Premises; (c) not to modify the Lease, or cancel or terminate the same, or surrender possession of the Premises, or any part thereof, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld; and (d) to enforce the performance by the Landlord of the Landlord's obligations under the Lease.

5. Security. This Assignment is for collateral security purposes only. So long as no Event of Default has occurred and is continuing, and subject to the terms of the agreement between the Assignor, the Landlords, the Tenant and the Assignee dated April 14, 2016, the Assignor shall have the right to retain, use and enjoy all rights under the Lease, including the right to use and occupy the Premises.

6. Remedies for Default. Upon the occurrence of an Event of Default which is continuing beyond any applicable cure period provided for such Event of Default in the Credit Agreement, the Assignee, at its option, without in any way waiving such default may, without notice, and without regard to the adequacy of any security for the Assignor's obligations under the Credit Agreement: (a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of any or all of the Premises, and the Assignor hereby agrees to surrender possession, and have, hold, manage, lease and operate the same, on such terms, and for such period of time, as the Assignee may deem proper; and (b) in connection with the exercise of its rights under clause (a) above, terminate all of the Assignor's right to retain, use and enjoy all rights under the Lease.

7. Indemnification. The Assignee may, but shall not be obligated to, perform or discharge any obligation, duty or liability under the Lease or under or by reason of this Assignment, and the Assignor shall, and hereby agrees to, indemnify, defend and hold the Assignee harmless from, and against, any and all liability, loss, cost, damage or expense which may, or might be, incurred by the Assignee, directly, or indirectly, under the Lease or under or by reason of this Assignment (other than by reason of the gross negligence of the Assignee as determined in a final non-appealable judgment of a court of competent jurisdiction) and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the covenants or agreements contained in the Lease or Lease. If the Assignee incurs any such liability under the Lease or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including all reasonable costs, expenses and attorneys'

fees, shall be added to the Assignor's obligations under the Credit Agreement and the Assignor shall reimburse the Assignee therefor immediately upon demand. The parties hereto understand further that this Assignment shall not operate to place responsibility for the control, care, management or repair of any of the Premises upon the Assignee, or for the carrying out of any of the terms or conditions of the Lease, and it shall not operate to make the Assignee responsible or liable for any waste committed on the Premises by the Assignor or any other Person or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises, resulting in loss, injury or death to any lessee, invitee, licensee, employee, stranger or any other Person.

8. Release of Assignment. Upon payment, performance and observance in full of the Assignor's obligations under the Credit Agreement and the Assignee has no commitment to make further advances thereunder, this Assignment shall be void and of no further force or effect and the Assignee, upon the written request of the Assignor, shall execute such documents, as may be reasonably requested by the Assignor, to confirm the termination of this Assignment; provided, however, that the certificate of any officer or agent of the Assignee certifying that any of the Assignor's obligations under the Credit Agreement remain unsatisfied shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any Person may, and hereby is authorized to, rely thereon.

9. Remedies Cumulative. No right or remedy of the Assignee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity or under the Credit Agreement or the Loan Documents, but is cumulative and in addition thereto and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity or under the Credit Agreement or the Loan Documents, without first exhausting or affecting or impairing the security or any right or remedy afforded under this Assignment. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by the Assignor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by the Assignor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by the Assignee. No term or condition contained in this Assignment, may be waived, altered or changed except as evidenced in writing signed by the Assignor and the Assignee. In the event the Assignee shall have proceeded to enforce any right under this Assignment and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Assignee, then, and in every such case, the Assignor and the Assignee shall be restored to their former positions and rights hereunder in respect of the Lease, and all rights, remedies, and powers of the Assignee shall continue as though no such proceedings had been taken.

10. Miscellaneous.

A. Notices. All notices required or permitted to be given hereunder shall be given pursuant to the notice provisions of the Credit Agreement.

B. Headings. Section and subsection headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose or be given any substantive effect.

C. Applicable Law. This Assignment shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

D. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Assignor may not assign its rights or obligations hereunder without the written consent of the Assignee.

E. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Assignment shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Assignment or of such provision or obligation in any other jurisdiction.

F. Amendment. This Assignment may not be amended, supplemented, terminated or otherwise modified except by written instrument executed by the Assignor and the Assignee or otherwise in accordance with the Credit Agreement.

G. Execution in Counterparts and Execution by Facsimile/PDF. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or telecopied form or PDF form and the parties to this document adopt any signatures received by telecopier machines or by electronic mail as original signatures of the parties.

H. Execution. The Assignor agrees that the Assignee shall not be required to execute this agreement in order to receive the rights and benefits thereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________________
Name: Jamie Kent
Title: President

Per: ______________________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________________
Name:
Title:

Per: ______________________________
Name:
Title:

I/we have authority to bind the corporation.

EDC_LAW\ 1563350\2

IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________________
Name: Jamie Kent
Title: President

Per: ______________________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________________
Name: Kent Cunnington
Title: Senior Corporate Credit Manager

Per: ______________________________
Name:
Title:

I/we have authority to bind the corporation.

EDC_LAW\ 1563350\2

SPECIFIC ASSIGNMENT OF LEASE

THIS AGREEMENT made as of the 3th day of August, 2017.

BETWEEN:

SIF AMBER (3.5) PROJECTS LP

(the "**Assignor**")

AND

FARM CREDIT CANADA

(the "**Assignee**")

RECITALS:

A. The Assignor has entered into a credit agreement dated December 21, 2016 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**) with the Assignee providing for extensions of credit and other financial accommodations to be made to the Assignor;

B. By a lease agreement between Field and Flock Farms Ltd. (the "**Landlord**") and AMBER ENERGY CO-OPERATIVE INC. (the "**Tenant**") dated November 14, 2016 (the "**Lease**") and the Assignment and Assumption of Material Contracts & Warranties dated August 3, 2017 between the Tenant and SIF Amber (3.5) Projects LP (the "**Assignment re Leases**", together with the Lease, collectively, the "**Lease**") the portion of the property legally described as PIN# 35314-0252 (LT) (the "**Premises**") needed to erect, construct, reconstruct, install, remove, maintain and operated the Generating Facility (as defined in the Lease), the electrical connection line from the Generating Facility to the Connection Point (as defined in the Lease) and the LV/HV transformer near the Connection Point and all related equipment, rights, payments, income and proceeds was assigned to SIF AMBER (3.5) PROJECTS LP;

C. It is a condition precedent to the Assignee's obligations under the Credit Agreement that the Assignor assign all of the Assignor's right, title and interest in and to the Lease;

In consideration of the foregoing and in order to induce the Assignee to extend credit and make other financial accommodations under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee, as follows:

1. Definitions. Any capitalized term not otherwise defined herein which is defined in the Credit Agreement shall have the meaning ascribed to such terms in the Credit Agreement.

2. Assignment. To secure the payment, performance and observance of the Assignor's obligations under the Credit Agreement, the Assignor hereby transfers and assigns to the Assignee all of the Assignor's right, title and interest in and to the Lease.

3. Representations and Warranties. The Assignor represents and warrants to the Assignee that: (a) the Assignor is the sole owner of the entire leasehold interest in the Lease, free and clear of all Liens, except for Liens created in favour of the Assignee pursuant to, or in connection with, the Credit Agreement, (b) the Lease is valid and enforceable and has not been altered, modified or amended in any manner; (c) neither the Assignor nor the Landlord is in default under the Lease, nor has any event occurred which with the passage of time or the giving of notice would constitute a default under the Lease; and (d) no rent reserved in the Lease has been assigned or prepaid, except for prepaid rent for the current month.

4. Covenants. The Assignor covenants to and with the Assignee: (a) to observe and perform all obligations imposed upon the Assignor as the lessee under the Lease and not to do, or permit to be done, anything to impair the Assignor's rights thereunder; (b) not to assign the Assignor's interest under the Lease, existing at the date of this Assignment nor further sublet all or any part of the Premises; (c) not to modify the Lease, or cancel or terminate the same, or surrender possession of the Premises, or any part thereof, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld; and (d) to enforce the performance by the Landlord of the Landlord's obligations under the Lease.

5. Security. This Assignment is for collateral security purposes only. So long as no Event of Default has occurred and is continuing, and subject to the terms of the agreement between the Assignor, the Landlords, the Tenant and the Assignee dated April 14, 2016, the Assignor shall have the right to retain, use and enjoy all rights under the Lease, including the right to use and occupy the Premises.

6. Remedies for Default. Upon the occurrence of an Event of Default which is continuing beyond any applicable cure period provided for such Event of Default in the Credit Agreement, the Assignee, at its option, without in any way waiving such default may, without notice, and without regard to the adequacy of any security for the Assignor's obligations under the Credit Agreement: (a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of any or all of the Premises, and the Assignor hereby agrees to surrender possession, and have, hold, manage, lease and operate the same, on such terms, and for such period of time, as the Assignee may deem proper; and (b) in connection with the exercise of its rights under clause (a) above, terminate all of the Assignor's right to retain, use and enjoy all rights under the Lease.

7. Indemnification. The Assignee may, but shall not be obligated to, perform or discharge any obligation, duty or liability under the Lease or under or by reason of this Assignment, and the Assignor shall, and hereby agrees to, indemnify, defend and hold the Assignee harmless from, and against, any and all liability, loss, cost, damage or expense which may, or might be, incurred by the Assignee, directly, or indirectly, under the Lease or under or by reason of this Assignment (other than by reason of the gross negligence of the Assignee as determined in a final non-appealable judgment of a court of competent jurisdiction) and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the covenants or agreements contained in the Lease or Lease. If the Assignee incurs any such liability under the Lease or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including all reasonable costs, expenses and attorneys'

fees, shall be added to the Assignor's obligations under the Credit Agreement and the Assignor shall reimburse the Assignee therefor immediately upon demand. The parties hereto understand further that this Assignment shall not operate to place responsibility for the control, care, management or repair of any of the Premises upon the Assignee, or for the carrying out of any of the terms or conditions of the Lease, and it shall not operate to make the Assignee responsible or liable for any waste committed on the Premises by the Assignor or any other Person or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises, resulting in loss, injury or death to any lessee, invitee, licensee, employee, stranger or any other Person.

8. Release of Assignment. Upon payment, performance and observance in full of the Assignor's obligations under the Credit Agreement and the Assignee has no commitment to make further advances thereunder, this Assignment shall be void and of no further force or effect and the Assignee, upon the written request of the Assignor, shall execute such documents, as may be reasonably requested by the Assignor, to confirm the termination of this Assignment; provided, however, that the certificate of any officer or agent of the Assignee certifying that any of the Assignor's obligations under the Credit Agreement remain unsatisfied shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any Person may, and hereby is authorized to, rely thereon.

9. Remedies Cumulative. No right or remedy of the Assignee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity or under the Credit Agreement or the Loan Documents, but is cumulative and in addition thereto and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity or under the Credit Agreement or the Loan Documents, without first exhausting or affecting or impairing the security or any right or remedy afforded under this Assignment. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by the Assignor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by the Assignor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by the Assignee. No term or condition contained in this Assignment, may be waived, altered or changed except as evidenced in writing signed by the Assignor and the Assignee. In the event the Assignee shall have proceeded to enforce any right under this Assignment and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Assignee, then, and in every such case, the Assignor and the Assignee shall be restored to their former positions and rights hereunder in respect of the Lease, and all rights, remedies, and powers of the Assignee shall continue as though no such proceedings had been taken.

10. Miscellaneous.

A. Notices. All notices required or permitted to be given hereunder shall be given pursuant to the notice provisions of the Credit Agreement.

B. Headings. Section and subsection headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose or be given any substantive effect.

C. Applicable Law. This Assignment shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

D. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Assignor may not assign its rights or obligations hereunder without the written consent of the Assignee.

E. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Assignment shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Assignment or of such provision or obligation in any other jurisdiction.

F. Amendment. This Assignment may not be amended, supplemented, terminated or otherwise modified except by written instrument executed by the Assignor and the Assignee or otherwise in accordance with the Credit Agreement.

G. Execution in Counterparts and Execution by Facsimile/PDF. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or telecopied form or PDF form and the parties to this document adopt any signatures received by telecopier machines or by electronic mail as original signatures of the parties.

H. Execution. The Assignor agrees that the Assignee shall not be required to execute this agreement in order to receive the rights and benefits thereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________
Name: Jamie Kent
Title: President

Per: ______________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________
Name:
Title:

Per: ______________________
Name:
Title:

I/we have authority to bind the corporation.

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IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________
Name: Jamie Kent
Title: President

Per: ______________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________
Name: Kent Cunnington
Title: Senior Corporate Credit Manager

Per: ______________________
Name:
Title:

I/we have authority to bind the corporation.

EDC_LAW\ 1563363\2

SPECIFIC ASSIGNMENT OF LEASE

THIS AGREEMENT made as of the 3rd day of August, 2017.

BETWEEN:

SIF AMBER (3.5) PROJECTS LP

(the "**Assignor**")

AND

FARM CREDIT CANADA

(the "**Assignee**")

RECITALS:

A. The Assignor has entered into a credit agreement dated December 21, 2016 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**) with the Assignee providing for extensions of credit and other financial accommodations to be made to the Assignor;

B. By a lease agreement between Chad Underhill Farms Limited and Chad Randy Underhill (the "**Landlord**") and AMBER ENERGY CO-OPERATIVE INC. (the "**Tenant**") dated November 14, 2016 (the "**Lease**") and the Assignment and Assumption of Material Contracts & Warranties dated August 3, 2017 between the Tenant and SIF Amber (3.5) Projects LP (the "**Assignment re Leases**", together with the Lease, collectively, the "**Lease**") the portion of the property legally described as PIN# 35319-0185 (LT) (the "**Premises**") needed to erect, construct, reconstruct, install, remove, maintain and operated the Generating Facility (as defined in the Lease), the electrical connection line from the Generating Facility to the Connection Point (as defined in the Lease) and the LV/HV transformer near the Connection Point and all related equipment, rights, payments, income and proceeds was assigned to SIF AMBER (3.5) PROJECTS LP;

C. It is a condition precedent to the Assignee's obligations under the Credit Agreement that the Assignor assign all of the Assignor's right, title and interest in and to the Lease;

In consideration of the foregoing and in order to induce the Assignee to extend credit and make other financial accommodations under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee, as follows:

1. Definitions. Any capitalized term not otherwise defined herein which is defined in the Credit Agreement shall have the meaning ascribed to such terms in the Credit Agreement.

2. Assignment. To secure the payment, performance and observance of the Assignor's obligations under the Credit Agreement, the Assignor hereby transfers and assigns to the Assignee all of the Assignor's right, title and interest in and to the Lease.

3. Representations and Warranties. The Assignor represents and warrants to the Assignee that: (a) the Assignor is the sole owner of the entire leasehold interest in the Lease, free and clear of all Liens, except for Liens created in favour of the Assignee pursuant to, or in connection with, the Credit Agreement, (b) the Lease is valid and enforceable and has not been altered, modified or amended in any manner; (c) neither the Assignor nor the Landlord is in default under the Lease, nor has any event occurred which with the passage of time or the giving of notice would constitute a default under the Lease; and (d) no rent reserved in the Lease has been assigned or prepaid, except for prepaid rent for the current month.

4. Covenants. The Assignor covenants to and with the Assignee: (a) to observe and perform all obligations imposed upon the Assignor as the lessee under the Lease and not to do, or permit to be done, anything to impair the Assignor's rights thereunder; (b) not to assign the Assignor's interest under the Lease, existing at the date of this Assignment nor further sublet all or any part of the Premises; (c) not to modify the Lease, or cancel or terminate the same, or surrender possession of the Premises, or any part thereof, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld; and (d) to enforce the performance by the Landlord of the Landlord's obligations under the Lease.

5. Security. This Assignment is for collateral security purposes only. So long as no Event of Default has occurred and is continuing, and subject to the terms of the agreement between the Assignor, the Landlords, the Tenant and the Assignee dated April 14, 2016, the Assignor shall have the right to retain, use and enjoy all rights under the Lease, including the right to use and occupy the Premises.

6. Remedies for Default. Upon the occurrence of an Event of Default which is continuing beyond any applicable cure period provided for such Event of Default in the Credit Agreement, the Assignee, at its option, without in any way waiving such default may, without notice, and without regard to the adequacy of any security for the Assignor's obligations under the Credit Agreement: (a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of any or all of the Premises, and the Assignor hereby agrees to surrender possession, and have, hold, manage, lease and operate the same, on such terms, and for such period of time, as the Assignee may deem proper; and (b) in connection with the exercise of its rights under clause (a) above, terminate all of the Assignor's right to retain, use and enjoy all rights under the Lease.

7. Indemnification. The Assignee may, but shall not be obligated to, perform or discharge any obligation, duty or liability under the Lease or under or by reason of this Assignment, and the Assignor shall, and hereby agrees to, indemnify, defend and hold the Assignee harmless from, and against, any and all liability, loss, cost, damage or expense which may, or might be, incurred by the Assignee, directly, or indirectly, under the Lease or under or by reason of this Assignment (other than by reason of the gross negligence of the Assignee as determined in a final non-appealable judgment of a court of competent jurisdiction) and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the covenants or agreements contained in the Lease or Lease. If the Assignee incurs any such liability under the Lease or under or by reason of this Assignment or in defense of any such

claims or demands, the amount thereof, including all reasonable costs, expenses and attorneys' fees, shall be added to the Assignor's obligations under the Credit Agreement and the Assignor shall reimburse the Assignee therefor immediately upon demand. The parties hereto understand further that this Assignment shall not operate to place responsibility for the control, care, management or repair of any of the Premises upon the Assignee, or for the carrying out of any of the terms or conditions of the Lease, and it shall not operate to make the Assignee responsible or liable for any waste committed on the Premises by the Assignor or any other Person or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises, resulting in loss, injury or death to any lessee, invitee, licensee, employee, stranger or any other Person.

8. Release of Assignment. Upon payment, performance and observance in full of the Assignor's obligations under the Credit Agreement and the Assignee has no commitment to make further advances thereunder, this Assignment shall be void and of no further force or effect and the Assignee, upon the written request of the Assignor, shall execute such documents, as may be reasonably requested by the Assignor, to confirm the termination of this Assignment; provided, however, that the certificate of any officer or agent of the Assignee certifying that any of the Assignor's obligations under the Credit Agreement remain unsatisfied shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any Person may, and hereby is authorized to, rely thereon.

9. Remedies Cumulative. No right or remedy of the Assignee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity or under the Credit Agreement or the Loan Documents, but is cumulative and in addition thereto and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity or under the Credit Agreement or the Loan Documents, without first exhausting or affecting or impairing the security or any right or remedy afforded under this Assignment. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by the Assignor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by the Assignor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by the Assignee. No term or condition contained in this Assignment, may be waived, altered or changed except as evidenced in writing signed by the Assignor and the Assignee. In the event the Assignee shall have proceeded to enforce any right under this Assignment and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Assignee, then, and in every such case, the Assignor and the Assignee shall be restored to their former positions and rights hereunder in respect of the Lease, and all rights, remedies, and powers of the Assignee shall continue as though no such proceedings had been taken.

10. Miscellaneous.

A. Notices. All notices required or permitted to be given hereunder shall be given pursuant to the notice provisions of the Credit Agreement.

B. Headings. Section and subsection headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose or be given any substantive effect.

C. Applicable Law. This Assignment shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

D. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Assignor may not assign its rights or obligations hereunder without the written consent of the Assignee.

E. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Assignment shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Assignment or of such provision or obligation in any other jurisdiction.

F. Amendment. This Assignment may not be amended, supplemented, terminated or otherwise modified except by written instrument executed by the Assignor and the Assignee or otherwise in accordance with the Credit Agreement.

G. Execution in Counterparts and Execution by Facsimile/PDF. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or telecopied form or PDF form and the parties to this document adopt any signatures received by telecopier machines or by electronic mail as original signatures of the parties.

H. Execution. The Assignor agrees that the Assignee shall not be required to execute this agreement in order to receive the rights and benefits thereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________
Name: Jamie Kent
Title: President

Per: ______________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________
Name:
Title:

Per: ______________________
Name:
Title:

I/we have authority to bind the corporation.

EDC_LAW\ 1563356\2

IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________
Name: Jamie Kent
Title: President

Per: ______________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________
Name: Kent Cunnington
Title: Senior Corporate Credit Manager

Per: ______________________
Name:
Title:

I/we have authority to bind the corporation.

EDC_LAW\ 1563356\2

SPECIFIC ASSIGNMENT OF LEASE

THIS AGREEMENT made as of the 3rd day of August, 2017.

BETWEEN:

SIF AMBER (3.5) PROJECTS LP

(the "**Assignor**")

AND

FARM CREDIT CANADA

(the "**Assignee**")

RECITALS:

A. The Assignor has entered into a credit agreement dated December 21, 2016 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**) with the Assignee providing for extensions of credit and other financial accommodations to be made to the Assignor;

B. By a lease agreement between 943448 Ontario Inc. (the "**Landlord**") and AMBER ENERGY CO-OPERATIVE INC. (the "**Tenant**") dated November 14, 2016 (the "**Lease**") and the Assignment and Assumption of Material Contracts & Warranties dated August 3, 2017 between the Tenant and SIF Amber (3.5) Projects LP (the "**Assignment re Leases**", together with the Lease, collectively, the "**Lease**") the portion of the property legally described as PIN# 35281-0153 (LT) (the "**Premises**") needed to erect, construct, reconstruct, install, remove, maintain and operated the Generating Facility (as defined in the Lease), the electrical connection line from the Generating Facility to the Connection Point (as defined in the Lease) and the LV/HV transformer near the Connection Point and all related equipment, rights, payments, income and proceeds was assigned to SIF AMBER (3.5) PROJECTS LP;

C. It is a condition precedent to the Assignee's obligations under the Credit Agreement that the Assignor assign all of the Assignor's right, title and interest in and to the Lease;

In consideration of the foregoing and in order to induce the Assignee to extend credit and make other financial accommodations under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee, as follows:

1. Definitions. Any capitalized term not otherwise defined herein which is defined in the Credit Agreement shall have the meaning ascribed to such terms in the Credit Agreement.

2. Assignment. To secure the payment, performance and observance of the Assignor's obligations under the Credit Agreement, the Assignor hereby transfers and assigns to the Assignee all of the Assignor's right, title and interest in and to the Lease.

3. Representations and Warranties. The Assignor represents and warrants to the Assignee that: (a) the Assignor is the sole owner of the entire leasehold interest in the Lease, free and clear of all Liens, except for Liens created in favour of the Assignee pursuant to, or in connection with, the Credit Agreement, (b) the Lease is valid and enforceable and has not been altered, modified or amended in any manner; (c) neither the Assignor nor the Landlord is in default under the Lease, nor has any event occurred which with the passage of time or the giving of notice would constitute a default under the Lease; and (d) no rent reserved in the Lease has been assigned or prepaid, except for prepaid rent for the current month.

4. Covenants. The Assignor covenants to and with the Assignee: (a) to observe and perform all obligations imposed upon the Assignor as the lessee under the Lease and not to do, or permit to be done, anything to impair the Assignor's rights thereunder; (b) not to assign the Assignor's interest under the Lease, existing at the date of this Assignment nor further sublet all or any part of the Premises; (c) not to modify the Lease, or cancel or terminate the same, or surrender possession of the Premises, or any part thereof, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld; and (d) to enforce the performance by the Landlord of the Landlord's obligations under the Lease.

5. Security. This Assignment is for collateral security purposes only. So long as no Event of Default has occurred and is continuing, and subject to the terms of the agreement between the Assignor, the Landlords, the Tenant and the Assignee dated April 14, 2016, the Assignor shall have the right to retain, use and enjoy all rights under the Lease, including the right to use and occupy the Premises.

6. Remedies for Default. Upon the occurrence of an Event of Default which is continuing beyond any applicable cure period provided for such Event of Default in the Credit Agreement, the Assignee, at its option, without in any way waiving such default may, without notice, and without regard to the adequacy of any security for the Assignor's obligations under the Credit Agreement: (a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of any or all of the Premises, and the Assignor hereby agrees to surrender possession, and have, hold, manage, lease and operate the same, on such terms, and for such period of time, as the Assignee may deem proper; and (b) in connection with the exercise of its rights under clause (a) above, terminate all of the Assignor's right to retain, use and enjoy all rights under the Lease.

7. Indemnification. The Assignee may, but shall not be obligated to, perform or discharge any obligation, duty or liability under the Lease or under or by reason of this Assignment, and the Assignor shall, and hereby agrees to, indemnify, defend and hold the Assignee harmless from, and against, any and all liability, loss, cost, damage or expense which may, or might be, incurred by the Assignee, directly, or indirectly, under the Lease or under or by reason of this Assignment (other than by reason of the gross negligence of the Assignee as determined in a final non-appealable judgment of a court of competent jurisdiction) and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the covenants or agreements contained in the Lease or Lease. If the Assignee incurs any such liability under the Lease or under or by reason of this Assignment or in defense of any such

claims or demands, the amount thereof, including all reasonable costs, expenses and attorneys' fees, shall be added to the Assignor's obligations under the Credit Agreement and the Assignor shall reimburse the Assignee therefor immediately upon demand. The parties hereto understand further that this Assignment shall not operate to place responsibility for the control, care, management or repair of any of the Premises upon the Assignee, or for the carrying out of any of the terms or conditions of the Lease, and it shall not operate to make the Assignee responsible or liable for any waste committed on the Premises by the Assignor or any other Person or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises, resulting in loss, injury or death to any lessee, invitee, licensee, employee, stranger or any other Person.

8. Release of Assignment. Upon payment, performance and observance in full of the Assignor's obligations under the Credit Agreement and the Assignee has no commitment to make further advances thereunder, this Assignment shall be void and of no further force or effect and the Assignee, upon the written request of the Assignor, shall execute such documents, as may be reasonably requested by the Assignor, to confirm the termination of this Assignment; provided, however, that the certificate of any officer or agent of the Assignee certifying that any of the Assignor's obligations under the Credit Agreement remain unsatisfied shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any Person may, and hereby is authorized to, rely thereon.

9. Remedies Cumulative. No right or remedy of the Assignee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity or under the Credit Agreement or the Loan Documents, but is cumulative and in addition thereto and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity or under the Credit Agreement or the Loan Documents, without first exhausting or affecting or impairing the security or any right or remedy afforded under this Assignment. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by the Assignor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by the Assignor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by the Assignee. No term or condition contained in this Assignment, may be waived, altered or changed except as evidenced in writing signed by the Assignor and the Assignee. In the event the Assignee shall have proceeded to enforce any right under this Assignment and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Assignee, then, and in every such case, the Assignor and the Assignee shall be restored to their former positions and rights hereunder in respect of the Lease, and all rights, remedies, and powers of the Assignee shall continue as though no such proceedings had been taken.

10. Miscellaneous.

A. Notices. All notices required or permitted to be given hereunder shall be given pursuant to the notice provisions of the Credit Agreement.

B. Headings. Section and subsection headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose or be given any substantive effect.

C. Applicable Law. This Assignment shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

D. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Assignor may not assign its rights or obligations hereunder without the written consent of the Assignee.

E. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Assignment shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Assignment or of such provision or obligation in any other jurisdiction.

F. Amendment. This Assignment may not be amended, supplemented, terminated or otherwise modified except by written instrument executed by the Assignor and the Assignee or otherwise in accordance with the Credit Agreement.

G. Execution in Counterparts and Execution by Facsimile/PDF. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or telecopied form or PDF form and the parties to this document adopt any signatures received by telecopier machines or by electronic mail as original signatures of the parties.

H. Execution. The Assignor agrees that the Assignee shall not be required to execute this agreement in order to receive the rights and benefits thereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________
Name: Jamie Kent
Title: President

Per: ______________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________
Name:
Title:

Per: ______________________
Name:
Title:

I/we have authority to bind the corporation.

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IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________________
Name: Jamie Kent
Title: President

Per: ______________________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________________
Name: Kent Cunnington
Title: Senior Corporate Credit Manager

Per: ______________________________
Name:
Title:

I/we have authority to bind the corporation.

EDC_LAW\ 1563362\2

SPECIFIC ASSIGNMENT OF LEASE

THIS AGREEMENT made as of the 3rd day of August, 2017.

BETWEEN:

SIF AMBER (3.5) PROJECTS LP

(the "**Assignor**")

AND

FARM CREDIT CANADA

(the "**Assignee**")

RECITALS:

A. The Assignor has entered into a credit agreement dated December 21, 2016 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the **"Credit Agreement"**) with the Assignee providing for extensions of credit and other financial accommodations to be made to the Assignor;

B. By a lease agreement between Marjorie Bossuyt (the "**Landlord**") and AMBER ENERGY CO-OPERATIVE INC. (the "**Tenant**") dated November 14, 2016 (the "**Lease**") and the Assignment and Assumption of Material Contracts & Warranties dated August 3, 2017 between the Tenant and SIF Amber (3.5) Projects LP (the "**Assignment re Leases**", together with the Lease, collectively, the "**Lease**") the portion of the property legally described as PIN# 35318-0197 (LT) (the "**Premises**") needed to erect, construct, reconstruct, install, remove, maintain and operated the Generating Facility (as defined in the Lease), the electrical connection line from the Generating Facility to the Connection Point (as defined in the Lease) and the LV/HV transformer near the Connection Point and all related equipment, rights, payments, income and proceeds was assigned to SIF AMBER (3.5) PROJECTS LP;

C. It is a condition precedent to the Assignee's obligations under the Credit Agreement that the Assignor assign all of the Assignor's right, title and interest in and to the Lease;

In consideration of the foregoing and in order to induce the Assignee to extend credit and make other financial accommodations under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees with the Assignee, as follows:

1. Definitions. Any capitalized term not otherwise defined herein which is defined in the Credit Agreement shall have the meaning ascribed to such terms in the Credit Agreement.

2. Assignment. To secure the payment, performance and observance of the Assignor's obligations under the Credit Agreement, the Assignor hereby transfers and assigns to the Assignee all of the Assignor's right, title and interest in and to the Lease.

3. Representations and Warranties. The Assignor represents and warrants to the Assignee that: (a) the Assignor is the sole owner of the entire leasehold interest in the Lease, free and clear of all Liens, except for Liens created in favour of the Assignee pursuant to, or in connection with, the Credit Agreement, (b) the Lease is valid and enforceable and has not been altered, modified or amended in any manner; (c) neither the Assignor nor the Landlord is in default under the Lease, nor has any event occurred which with the passage of time or the giving of notice would constitute a default under the Lease; and (d) no rent reserved in the Lease has been assigned or prepaid, except for prepaid rent for the current month.

4. Covenants. The Assignor covenants to and with the Assignee: (a) to observe and perform all obligations imposed upon the Assignor as the lessee under the Lease and not to do, or permit to be done, anything to impair the Assignor's rights thereunder; (b) not to assign the Assignor's interest under the Lease, existing at the date of this Assignment nor further sublet all or any part of the Premises; (c) not to modify the Lease, or cancel or terminate the same, or surrender possession of the Premises, or any part thereof, without the prior written consent of the Assignee, which consent shall not be unreasonably withheld; and (d) to enforce the performance by the Landlord of the Landlord's obligations under the Lease.

5. Security. This Assignment is for collateral security purposes only. So long as no Event of Default has occurred and is continuing, and subject to the terms of the agreement between the Assignor, the Landlords, the Tenant and the Assignee dated April 14, 2016, the Assignor shall have the right to retain, use and enjoy all rights under the Lease, including the right to use and occupy the Premises.

6. Remedies for Default. Upon the occurrence of an Event of Default which is continuing beyond any applicable cure period provided for such Event of Default in the Credit Agreement, the Assignee, at its option, without in any way waiving such default may, without notice, and without regard to the adequacy of any security for the Assignor's obligations under the Credit Agreement: (a) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of any or all of the Premises, and the Assignor hereby agrees to surrender possession, and have, hold, manage, lease and operate the same, on such terms, and for such period of time, as the Assignee may deem proper; and (b) in connection with the exercise of its rights under clause (a) above, terminate all of the Assignor's right to retain, use and enjoy all rights under the Lease.

7. Indemnification. The Assignee may, but shall not be obligated to, perform or discharge any obligation, duty or liability under the Lease or under or by reason of this Assignment, and the Assignor shall, and hereby agrees to, indemnify, defend and hold the Assignee harmless from, and against, any and all liability, loss, cost, damage or expense which may, or might be, incurred by the Assignee, directly, or indirectly, under the Lease or under or by reason of this Assignment (other than by reason of the gross negligence of the Assignee as determined in a final non-appealable judgment of a court of competent jurisdiction) and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the covenants or agreements contained in the Lease or Lease. If the Assignee incurs any such liability under the Lease or under or by reason of this Assignment or in defense of any such

claims or demands, the amount thereof, including all reasonable costs, expenses and attorneys' fees, shall be added to the Assignor's obligations under the Credit Agreement and the Assignor shall reimburse the Assignee therefor immediately upon demand. The parties hereto understand further that this Assignment shall not operate to place responsibility for the control, care, management or repair of any of the Premises upon the Assignee, or for the carrying out of any of the terms or conditions of the Lease, and it shall not operate to make the Assignee responsible or liable for any waste committed on the Premises by the Assignor or any other Person or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises, resulting in loss, injury or death to any lessee, invitee, licensee, employee, stranger or any other Person.

8. Release of Assignment. Upon payment, performance and observance in full of the Assignor's obligations under the Credit Agreement and the Assignee has no commitment to make further advances thereunder, this Assignment shall be void and of no further force or effect and the Assignee, upon the written request of the Assignor, shall execute such documents, as may be reasonably requested by the Assignor, to confirm the termination of this Assignment; provided, however, that the certificate of any officer or agent of the Assignee certifying that any of the Assignor's obligations under the Credit Agreement remain unsatisfied shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any Person may, and hereby is authorized to, rely thereon.

9. Remedies Cumulative. No right or remedy of the Assignee hereunder is exclusive of any other right or remedy hereunder or now or hereafter existing at law or in equity or under the Credit Agreement or the Loan Documents, but is cumulative and in addition thereto and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity or under the Credit Agreement or the Loan Documents, without first exhausting or affecting or impairing the security or any right or remedy afforded under this Assignment. No delay in exercising, or omission to exercise, any such right or remedy will impair any such right or remedy or will be construed to be a waiver of any default by the Assignor hereunder, or acquiescence therein, nor will it affect any subsequent default hereunder by the Assignor of the same or different nature. Every such right or remedy may be exercised independently or concurrently, and when and so often as may be deemed expedient by the Assignee. No term or condition contained in this Assignment, may be waived, altered or changed except as evidenced in writing signed by the Assignor and the Assignee. In the event the Assignee shall have proceeded to enforce any right under this Assignment and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Assignee, then, and in every such case, the Assignor and the Assignee shall be restored to their former positions and rights hereunder in respect of the Lease, and all rights, remedies, and powers of the Assignee shall continue as though no such proceedings had been taken.

10. Miscellaneous.

A. Notices. All notices required or permitted to be given hereunder shall be given pursuant to the notice provisions of the Credit Agreement.

B. Headings. Section and subsection headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose or be given any substantive effect.

C. Applicable Law. This Assignment shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

D. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Assignor may not assign its rights or obligations hereunder without the written consent of the Assignee.

E. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Assignment shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Assignment or of such provision or obligation in any other jurisdiction.

F. Amendment. This Assignment may not be amended, supplemented, terminated or otherwise modified except by written instrument executed by the Assignor and the Assignee or otherwise in accordance with the Credit Agreement.

G. Execution in Counterparts and Execution by Facsimile/PDF. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or telecopied form or PDF form and the parties to this document adopt any signatures received by telecopier machines or by electronic mail as original signatures of the parties.

H. Execution. The Assignor agrees that the Assignee shall not be required to execute this agreement in order to receive the rights and benefits thereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________
Name: Jamie Kent
Title: President

Per: ______________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________
Name:
Title:

Per: ______________________
Name:
Title:

I/we have authority to bind the corporation.

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IN WITNESS WHEREOF this Assignment has been made by the Assignor as of the day and year first above written.

ASSIGNOR:

SIF AMBER (3.5) PROJECTS GP INC in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

Per: ______________________________
Name: Jamie Kent
Title: President

Per: ______________________________
Name: Charles Mazzacato
Title: Vice-President

I/we have authority to bind the corporation.

ASSIGNEE:

FARM CREDIT CANADA

Per: ______________________________
Name: Kent Cunnington
Title: Senior Corporate Credit Manager

Per: ______________________________
Name:
Title:

I/we have authority to bind the corporation.

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This is Exhibit "E" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

CREDIT AGREEMENT

SIF AMBER (3.5) PROJECTS LP,
as Borrower

- and -

SIF AMBER (3.5) PROJECTS GP INC.,
as Guarantor

- and -

FARM CREDIT CANADA,
as Lender

December 21, 2016

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CREDIT AGREEMENT

Made as of December 21, 2016

B E T W E E N:

SIF AMBER (3.5) PROJECTS LP,
a limited partnership organized under the laws of the Province of Ontario,

(hereinafter referred to as the "**Borrower**")

- and -

SIF AMBER (3.5) PROJECTS GP INC.,
a corporation organized under the laws of the Province of Ontario,

(hereinafter referred to as the "**Guarantor**")

- and -

FARM CREDIT CANADA,
as lender
(hereinafter referred to as "**FCC**")

WHEREAS the Borrower has requested that FCC makes available to the Borrower a certain credit facility and FCC has agreed to make a credit facility available to the Borrower upon and subject to the terms and conditions set forth in this Agreement; and

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises, the covenants herein contained and other valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties to this Agreement), the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings:

"**Acceptance Agreement**" has the meaning specified in Section 11.13.

"**Account Bank**" means a Canadian Schedule I or Schedule II bank acceptable to the Borrower and FCC.

"**Account(s)**" means any account established pursuant to the terms of this Agreement.

"**Acknowledgement and Agreement**" means an acknowledgement and agreement from the owner of a Property subject to a Solar Project Lease in the form attached hereto as Schedule III.

"**Advance**" means the borrowing by the Borrower under the Credit Facility and any reference relating to the amount of Advances shall mean the sum of the principal amount of all outstanding borrowings under the Credit Facility whether as a result of an Advance or deemed Advance.

"**Affiliate**" means an affiliated body corporate, partnership, joint venture or other entity and, for the purposes of this Agreement, (i) one body corporate, partnership, joint venture or other entity is affiliated with another if one such body corporate, partnership, joint venture or other entity is the Subsidiary of the other or both are Subsidiaries of the same body corporate, partnership, joint venture or other entity or each of them is controlled by the same Person and (ii) if two bodies corporate, partnerships, joint ventures or other entities are affiliated with the same body corporate, partnership, joint venture or other entity at the same time, they are deemed to be affiliated with each other.

"**Agreement**" means this agreement and all Schedules attached hereto as the same may be amended, restated, modified, replaced or superseded from time to time.

"**Agreement Currency**" has the meaning specified in Section 11.11.

"**Annual Review Fee**" has the meaning specified in Section 3.2.

"**Applicable Law**" or "**Law**" means, with respect to any Person, property, transaction, condition or event, any present or future (a) domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, convention, rule, regulation, restriction or by-law (zoning or otherwise); (b) judgment, order, writ, injunction, decision, direction, determination, ruling, decree or award; (e) regulatory policy, practice, ruling, interpretation, guideline, requirement or directive; or (d) authorization, binding on or affecting the Person, property, transaction or event referred to in the context in which the term is used in each case whether or not having the force of Law.

"**Applicable Margin**" means 5% (five hundred basis points).

"**Arm's Length**" has the meaning ascribed thereto for the purposes of the *Income Tax Act* (Canada) in effect as of the date hereof.

"**Assets**" means, with respect to any Person, any property, assets and undertakings of such Person of every kind and wheresoever situate, whether now owned or hereafter acquired (and, for greater certainty, includes any equity or like interest of any Person in any other Person) but for greater certainty does not include any Property not owned by the Borrower upon which a Project may be located.

"**Authorizations**" means, with respect to any Person, any order, permit, approval, grant, licence, consent, right, franchise, privilege, certificate, exemption, waiver, registration or other authorization of any Governmental Authority having jurisdiction over such Person or the property and assets of such Person, whether or not having the force of Law.

"**Banking Day**" means any day other than Saturday or Sunday, on which FCC's corporate office in Regina, Saskatchewan, is open for normal business.

"**Blocked Account Agreement**" has the meaning specified in Section 8.1(h).

"**Blocked Account Bank**" means The Toronto-Dominion Bank.

"**Borrower**" means SIF AMBER (3.5) PROJECTS LP, a limited partnership organized under the laws of the Province of Ontario, and its permitted successors and assigns.

"**Business Day**" means a day, other than a Saturday or a Sunday or other day on which banks are required or authorized to close in Toronto, Canada.

"**Canadian Dollars, CDN or $**" means the lawful currency of Canada in immediately available funds.

"**Capital Assets**" means, with respect to any Person, tangible fixed or capital assets owned or leased (in the case of a Capital Lease) by such Person.

"**Capital Contribution**" means the amount contributed in cash to the Borrower by its partners.

"**Capital Expenditures**" means, in respect of any Person and any period, all expenditures made by such Person during such period for the purchase, lease or acquisition of Capital Assets (including all amounts paid or accrued during such period on Capital Leases) and all other Debt incurred or assumed to acquire or construct Capital Assets (other than current Assets) required to be capitalized for financial reporting purposes in accordance with GAAP.

"**Capital Lease**" means any lease (i) which is required to be capitalized on a balance sheet of the lessee in accordance with GAAP, or (ii) for which the amount of the asset and liability thereunder should be disclosed in a note to such balance sheet as if so capitalized in accordance with GAAP.

"**Change of Control**" means any direct or indirect sale, transfer, issuance or other disposition of partnership interests, ownership interest, voting rights or economic interests by the Borrower or the Borrower's partners.

"**CLA**" means the *Construction Lien Act* (Ontario).

"**Claim**" means, with respect to any Person, any actual or prospective action, suit, order, charge, penalty, claim, demand, litigation, investigation or proceeding of any kind or nature whatsoever against or otherwise involving such Person or the property or assets of such Person.

"**Closing Date**" means January 13, 2016 or any other earlier or later date which may be agreed upon in writing by the parties hereto.

"**Collateral**" means the Assets of the Borrower in respect of which FCC has or will have a Security Interest pursuant to the Security Documents.

"**Collateral Accounts**" has the meaning specified in Section 8.2.

"**Commercial Operation**" means, with respect to each Project part of the FIT Program, has the meaning specified in the PPA relating to that Project.

"**Commercial Operation Date**" means the date on which each of the Projects has achieved Commercial Operation.

"**Commitment**" means the commitment of FCC in respect of the Credit Facility, as such commitment or commitments may be revised, adjusted or reduced from time to time pursuant to the terms of this Agreement; and "**Commitments**" means the aggregate amount of the commitments of FCC in respect of the Credit Facility.

"**Completion**" means, in the case of the Project, (i) receipt of all necessary Project Approvals for operation, maintenance, use, occupancy and upkeep of the Project, (ii) the achievement of Commercial Operation of the Project and (iii) the satisfaction of all requirements and conditions for "Final Completion" as defined under the PIA.

"**Compliance Certificate**" means a certificate of a senior officer of the Borrower substantially in the form of Schedule VII hereto.

"**Connection Agreement**" has the meaning ascribed in the FIT Rules.

"**Connection Cost Agreement**" means the connection cost agreement entered into with the applicable LDC in respect of each Project.

"**Connection Point**" means the electrical connection point between a Project and the Distribution System where electricity is injected into the Distribution System.

"**Contract Energy**" means the electricity output of each of the Projects.

"**Contributions**" is defined as loans or advances made to the Borrower by its shareholders or related companies.

"**Control**" means with respect to a Person, the holding, directly or indirectly, (other than by way of security only) by another Person of Equity Securities or economic interests in the first Person or the right to vote or direct the voting of Equity Securities of such Person if a corporation to which, in the aggregate, are attached more than 50% of the votes that may be cast to elect directors of the corporation, provided that the votes attached to those Equity Securities are sufficient, if exercised, to elect a majority of the directors of the corporation and means, with respect to control of a Person other than a corporation, the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, and whether through the ownership or control of voting Equity Securities, voting rights, contract or otherwise, without the cooperation of others and "**Controlling**" and "**Controlled**" have corresponding meanings.

"**Conversion**" means the conversion of all outstanding Obligations under the Credit Facility into a term loan having a term and amortization period which end on the Credit Facility Maturity Date.

"**Conversion Date**" means the earlier of: (i) a date agreed to the Borrower and FCC in writing; and (ii) June 13, 2018.

"**CPLTD**" means current portion of long term debt for any period, calculated in accordance with GAAP.

"**Credit Facility**" has the meaning set out in Section 2.1.

"**Credit Facility Maturity Date**" means the earlier of: (i) the 18th anniversary of the Conversion Date and (ii) June 13, 2036.

"**Credit Parties**" means, collectively, the Borrower and the Guarantor, the "**Credit Party**" means either of the Borrower or the Guarantor.

"**Debt**" of any Person means (without duplication) all obligations of such Person which in accordance with GAAP should be classified upon a balance sheet of such Person as liabilities of such Person, and in any event includes:

(a) all obligations of such Person for borrowed money or with respect to advances made to such Person of any kind;

(b) all obligations of such Person for borrowed money, whether or not evidenced by bonds, debentures, notes or similar instruments;

(c) all obligations of such Person under conditional sale or other title retention agreements other than leases which are accounted for under GAAP as operating leases relating to property acquired by such Person;

(d) all obligations of such Person in respect of the deferred purchase price of property or services (excluding current accounts payable incurred in the ordinary course of business);

(e) all Debt of others secured by (or for which the holder of such Debt has an existing right, contingent or otherwise, to be secured by) any Lien on property owned or acquired by such Person, whether or not the Debt secured thereby has been assumed;

(f) all Guarantees by such Person of Debt of others with the amount thereof quantified as the amount of liability which would reasonably be anticipated by such Person to be assumed by such Person;

(g) all obligations under Capital Leases and sale and leaseback obligations;

(h) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guarantee or in respect of bankers' acceptances;

(i) the aggregate amount at which any units, shares or other Equity Securities in the capital of such Person which are redeemable or retractable at the option of the holder may be retracted or redeemed for cash or debt provided all conditions precedent for such retraction or redemption have been satisfied; and

(j) all other indebtedness upon which interest charges are customarily paid by such Person;

in all cases excluding leases which are accounted for under GAAP as operating leases relating to property acquired by such Person (which includes for greater certainty all leases which do not provide for a purchase option and each Lease shall be deemed to be an operating lease under GAAP for purposes of the calculation of the Borrower's Debt), current accounts payable incurred in the ordinary course of business and endorsements to the benefit of third parties of negotiable instruments. The Debt of any Person shall include the Debt of any other Person to the extent such first Person has unlimited liability therefor as a result of such Person's ownership interest in or other relationship with such other Person.

"**Debt Service**" means, for any period, the sum of all interest payments, commitment fee payments and scheduled principal repayments under the Credit Facility paid (or payable), or projected to be payable, as the case may be, during such period.

"**Debt Service Reserve Account**" means the account to be maintained by the Borrower that is described and defined in Section 7.3(b) and is intended to be subject to the Security Interest created pursuant to the Security Documents.

"**Default**" means an event, condition or circumstance, the occurrence or non-occurrence of which would, with the giving of a notice, lapse of time, the making of any determination, or any combination thereof, constitute an Event of Default unless remedied within the prescribed delays or waived in writing by FCC.

"**Direct Agreement**" means, in respect of a Project Agreement or a Project Approval, an agreement provided by the counterparty and the Borrower in favour of FCC with respect to the matters customarily required by secured lenders (including, without limitation, consent to the Liens of the relevant Security Documents, notice of default, curative periods, step-in and continuity rights following enforcement, and limitations on the responsibilities of FCC) and includes the PIA Direct Agreement, the O&M Direct Agreement and the Management Direct Agreements.

"**Distribution Account**" means the account to be maintained by the Borrower that is described and defined in Section 7.3(c) and forms part of the Collateral.

"**Distribution System**" means the system connected to IESO grid for distributing electricity which is owned and operated by the LDC.

"**Drawdown**" means a drawdown of the Advance.

"**Drawdown Date**" means, in relation to the Advance, the date, which shall be a Business Day, on which the Drawdown of the Advance is made by the Borrower.

"**Drawings**" is defined as dividends, drawings, and repayment of shareholder loans or advances or related company loans or advances made by the Borrower.

"**DSCR**" means the debt service coverage ratio calculated in accordance with Section 7.6.

"**DSCR Calculation Date**" means, commencing six months following the Conversion Date, the last day of each of the second and fourth fiscal quarters of the Borrower in each Fiscal Year,

"**EBITDA**" shall mean, as to Borrower, with respect to any period, an amount equal to the consolidated net income of Borrower for such period determined in accordance with GAAP, plus or minus, to the extent deducted or added in determining such net income for such period, without duplication:

(a) depreciation, amortization, stock option expense;

(b) interest expenses;

(c) extraordinary gains or losses as disclosed on the unaudited quarterly financial statements and the annual review engagement financial statements and approved by FCC; and

(d) the provision for taxes for such period.

"**Environmental Claims**" include, without limitation: (i) any Claim by any Governmental Authority instituted, pending or completed or, to the best of the knowledge of the Borrower, threatened or anticipated, pursuant to any Environmental Laws against the Borrower, any real property owned or leased by the Borrower or managed by or under control of the Borrower, the Project, other Assets of the Borrower or any other property that the Borrower had charge, management or control over; and (ii) any Claim made or, to the best of the knowledge of the Borrower, threatened or anticipated, by any third party against the Borrower, any Project or any Property or Assets of the Borrower resulting from or relating to any Environmental Laws or any Hazardous Substance.

"**Environmental Laws**" means all Applicable Laws relating to the environment, occupational health and safety, Hazardous Substances, pollution or protection of the environment, including Applicable Laws relating to (i) on-site or off-site contamination; (ii) occupational health and safety relating to Hazardous Substances; (iii) chemical substances or products; (iv) Releases of Hazardous Substances into the environment; and (v) the manufacture, processing, distribution, use, treatment, storage, transport, disposal or handling of, or containment, investigation, clean-up or other remediation of or corrective action for Hazardous Substances.

"**Environmental Permits**" include, without limitation, all Project Approvals issued to the Borrower or to any Project pursuant to Environmental Laws and required for the operation, maintenance, use, occupancy and upkeep of any Project or the use or ownership of any real property or other Assets of the Borrower.

"**Equity Securities**" means, with respect to any Person, any and all shares, membership shares, interests, participations, rights in, or other equivalents (however designated and whether voting and non-voting) of, such Person's capital, whether outstanding on the date hereof or issued after the date hereof, including any interest in a partnership, limited partnership or other similar Person and any beneficial interest in a trust, and any and all rights, warrants, options or other rights exchangeable for or convertible into any of the foregoing.

"**ETA**" means the *Excise Tax Act* (Canada) and all successor legislation thereto.

"**Event of Default**" has the meaning specified in Section 9.1.

"**Excluded Assets**" means all Contract Energy as it is delivered in accordance with the terms of the PPAs.

"**FCC**" means Farm Credit Canada.

"**FCC's Counsel**" means the firm of Gowling WLG (Canada) LLP, Hamilton, Ontario, or such other firm or legal counsel as FCC may from time to time designate.

"**FCC Variable Mortgage Rate**" shall mean the rate from time to time publicly announced by FCC as its rate in effect for determining interest rates on Canadian Dollar variable interest denominated commercial mortgage loans in Canada. The Borrower agrees that FCC's publication of its Variable Mortgage Rate in its offices shall be conclusive and binding between the parties to determine the rate of interest applicable to the Construction Facility.

"Financial Model" means, at any time, a spreadsheet-based comprehensive cash flow base case model prepared by or on behalf of the Borrower to carry out the financial assessment of the Projects for the entire term of the Projects substantially in the form attached hereto as Schedule 5.1(f) and delivered to FCC in accordance with Sections 5.1(t) and 7.1(c), as amended, updated and replaced from time to time subject to, and in accordance with, the terms and conditions of this Agreement.

"Financing Documents" means, collectively, this Agreement, the Security Documents, the IE Agreement, the Direct Agreements, and all other documents and instruments executed and delivered to FCC by the Borrower from time to time in connection with the Credit Facility, including, cash consolidation, cash management and electronic funds transfer arrangements, in each case, as may be amended, supplemented, restated, replaced or otherwise modified from time to time, and **"Financing Document"** means any one of them.

"Fiscal Year" means, in respect of the Borrower, its fiscal year commencing on January 1 of each calendar year and ending on December 31 of such calendar year.

"FIT Program" means the FIT program established by IESO for projects over 10 kilowatts in size.

"FIT Rules" means the FIT Rules (as the case may be) applicable to the Projects as published by IESO.

"Force Majeure" has the meaning given to such term in the PPAs.

"GAAP" means either generally accepted accounting principles and its interpretations adopted by the Institute of Chartered Accountants or the International Financial Reporting Standards (**"IFRS"**) and its interpretations adopted by the International Accounting Standards Board (Canada) the choice of which shall be determined by the Borrower's auditors.

"Governmental Authority" means the government, parliament or legislature of Canada or any other nation, or of any political subdivision thereof, whether provincial, state, municipal or local, and any agency, authority, instrumentality, ministry, department, tribunal, regulatory body, commission, board, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

"GP Management Agreement" means the management agreement between the Borrower and Solar Income Fund Inc. dated November 10, 2016.

"Guarantor" means SIF AMBER (3.5) PROJECTS GP INC., a corporation organized under the laws of the Province of Ontario, and its permitted successors and assigns.

"Guarantee" of or by any Person (in this definition, the **"guarantor"**) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt of any other Person (in this definition, the "primary credit party") in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other financial obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof (whether in the form of a loan, advance, stock purchase, capital contribution or otherwise), (ii) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other financial obligation of the payment thereof, (iii) to maintain working capital, equity capital solvency, or any other balance sheet, income statement or other financial statement condition or liquidity of the primary credit party so as to enable the primary credit party to pay such Debt or other financial obligation, (iv) as an account party in respect of any letter of credit or letter of guarantee issued to support such Debt or other financial obligation, or (v) to purchase, sell or lease (as lessor or lessee) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Debt or to assure the holder of such Debt or other financial obligation against loss, provided the Guarantee shall not include endorsements of instruments for deposit or collection in the ordinary course of business.

"**Hazardous Substance**" means any substance, material or waste regulated, listed or prohibited by Environmental Laws including, without limitation: (i) those things included in the definition of "contaminants", "pollutants", "substances", "hazardous wastes", "deleterious substances", "dangerous goods", "hazardous substances", "toxic substances" or "waste" under Environmental Laws; or (ii) any substance, material or waste that is (a) petroleum hydrocarbons, (b) asbestos, (c) polychlorinated biphenyls, (d) metals, (e) polyaromatic hydrocarbons, (f) flammable explosives or (g) radioactive materials.

"**HST**" means any tax imposed under Part IX of the ETA or any successor legislation thereto;

"**IE Agreement**" means the consulting services agreement arising from the proposal dated August 29, 2016 from Stantec Consulting Ltd. among FCC, Stantec Consulting Ltd. and the Borrower or any replacement contract providing for the services of an independent engineer to FCC with respect to the FIT Program Projects;

"**IESO**" means the Independent Electricity System Operator of Ontario established under Part II of the *Electricity Act, 1998* (Ontario), or its successor;

"**Indemnifying Party**" has the meaning specified in Section 10.4(c).

"**Indemnitees**" has the meaning specified in Section 10.4(a).

"**Independent Engineer**" means Stantec Consulting Ltd., its successors and assigns and includes any other Person providing the services of an independent engineer to FCC pursuant to the terms of the FIT Program Projects.

"**Initial Drawdown**" means the first Drawdown made under the Credit Facility.

"**Interest Rate**" means FCC Variable Mortgage Rate plus the Applicable Margin.

"**LDC**" means the owner or operator of a Distribution System who is licensed by the OEB as an "electricity distributor" and whose licensed service area includes the location of the Projects.

"**Lease Payments**" means scheduled rental payments by the Borrower to the landlords under the Solar Project Leases.

"**Leases**" means all leases, subleases, agreements to lease, offers to lease, renewals of leases and other rights on interest of, in or to real property granted to the Borrower.

"**Lien**" means any right to any property, or the income or benefits flowing therefrom, which secures an obligation due to a Person or a claim of such Person, whether such interest is based on the common law, statute or contract, and includes any Security Interest, hypothec, pledge, mortgage, privilege, prior claim, lien, charge, assignment, transfer, cession, encumbrance, Capital Lease, instalment sale, conditional sale or trust receipt or a consignment or bailment for security purposes. The term "**Lien**" shall include reservations, exceptions, encroachments, easements, servitudes, rights-of-way, covenants, conditions, restrictions and other title exceptions and encumbrances (including, with respect to Equity Securities agreements having the effect of restricting the ability, in any material respect, of a Person to fulfill its obligations hereunder, voting trust agreements and all similar arrangements) affecting property. Solely for the purposes of determining whether a Lien exists for the purposes of this Agreement, a Person shall be deemed to be the owner of any property which it has acquired or holds subject to a conditional sale agreement, Capital Lease or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes and such retention or vesting shall constitute a Lien.

"**Losses**" has the meaning specified in Section 10.4(a).

"**Major Maintenance Reserve Account**" means the account maintained pursuant to Section 7.3(c).

"Management Direct Agreements" means the Direct Agreements between FCC and CPE Group.

"**Material Adverse Effect**" means any event or occurrence of whatever nature that could reasonably be expected to result in a material adverse effect on:

(a) the ability of the Borrower to pay or perform or comply with any of its material obligations under the Financing Documents or the Project Agreements;

(b) the validity, perfection or priority of the Liens on the Collateral in favour of FCC or the value of the Collateral (other than a change in value of the Collateral as a result of a change in market conditions and, with respect to priority of the Liens, subject to Permitted Liens that, pursuant to Applicable Law, are entitled to a higher priority than the Lien of FCC);

(c) the ability of FCC to enforce its rights and remedies under the Financing Documents or any related document, instrument or agreement;

(d) the validity or enforceability of any of the Financing Documents; or

(e) the business, conditions (financial or otherwise), prospects or operations of the Borrower; provided that such effect shall be determined, measured or assessed without regard to any macroeconomic financial condition generally;

"**Material Agreements**" means the Direct Agreements, each Project Agreement, each Solar Project Lease, any agreement governing the constitution, management or operations of the Borrower, including, but not limited to, the GP Management Agreement and the offering statement receipted by the Financial Services Commission of Ontario, or the agreements set out in Schedule V , and any other agreement, contract or document which is material to the Projects or to the business, operations or financial condition of the Borrower or the breach, non-performance or cancellation of which or the failure of which to renew would reasonably be expected to have a Material Adverse Effect and which cannot promptly be replaced by all alternative comparable contracts with comparable commercial terms.

"**Material Project Agreements**" means the O&M Agreement, the PIA the PPAs, the Connection Cost Agreements and the Connection Agreements.

"**Moody's**" means Moody's Investors Service, Inc. or any successor thereto.

"**Mortgagee Consent and Non-Disturbance Agreement**" means a mortgagee consent and non-disturbance agreement from a mortgagee of a Property subject to a Solar Project Lease in the form attached hereto as Schedule IV.

"**O&M Agreement**" means with respect to a Project, the agreement, as amended, between the Borrower and the O&M Contractor relating to the management, operation, maintenance, use, occupancy and upkeep of the Projects substantially in the form of Schedule 5.1(a) and any replacement agreement as contemplated by Section 9.1(o).

"**O&M Contractor**" means CPE Inc.

"O&M Direct Agreement" means the Direct Agreement between FCC and the O&M Contractor.

"**Obligations**" means, with respect to the Borrower, all of the Borrower's present and future indebtedness, liabilities and obligations of any and every kind, nature or description whatsoever (whether direct or indirect, joint or several or joint and several, absolute or contingent, matured or unmatured, in any currency and whether as principal debtor, guarantor, surety or otherwise, including without limitation any interest that accrues thereon or would accrue thereon but for the commencement of any case, proceeding or other action, whether voluntary or involuntary, relating to the bankruptcy, insolvency or reorganization whether or not allowed or allowable as a claim in any such case, proceeding or other action) to FCC under, in connection with, relating to or with respect to each of the Financing Documents, and any unpaid balance thereof.

"**OEB**" means the Ontario Energy Board or its successor.

"**Officer's Certificate**" means a certificate signed by a Senior Officer of the Guarantor or Amber Energy Co-operative Inc. on behalf of the Borrower or by a Senior Officer of the Guarantor.

"Operating Expenses" means, for any period, the costs incurred by the Borrower in developing, constructing, leasing, operating and maintaining the Projects during such year (including, without limitation, lease payments in respect of the Solar Projects); provided, however, that Operating Expenses shall not include:

(a) Debt Service;

(b) any allowance for amortization, depreciation or obsolescence of the Assets owned or used by the Borrower in connection with the Projects;

(c) any extraordinary items arising from the early extinguishment of Debt; and

(d) any losses from the sale, abandonment, reclassification, re-evaluation or other disposition of any Assets of the Borrower or the amount of any fees or expenses payable to FCC and which are not included in Debt Service provided that the net proceeds therefrom are applied in accordance with the provisions of this Agreement.

"Operations and Maintenance Account" means the account to be established pursuant to Section 7.3(a) at the Account Bank into which all proceeds of Drawdowns and revenues of the Borrower are to be deposited and from which all costs are to be paid.

"**Owners**" means, collectively, all present and future Persons who own any one of the Properties and "**Owner**" means any one of them.

"**Ownership**" has the meaning specified in Section 7.2(k).

"**Payment Date**" means the last Banking Day of each of March, June, September and December.

"**Pension Plan**" means any plan, program, agreement or arrangement for the purpose of applicable pension Law or under the *Income Tax Act* (Canada) (whether or not required under such Law) that is maintained or contributed to or to which there is or may be an obligation to contribute by the Borrower in respect of its employees or former employees.

"**Permitted Debt**" means:

(a) Debt hereunder or under any other Financing Document;

(b) Debt existing on the date hereof and set forth in Schedule VI;

(c) trade accounts due and payable within 90 days and considered unsecured obligations incurred in the ordinary course of business (but excluding Debt for borrowed money);

(d) Purchase Money Obligations, to the extent of the maximum amount permitted by sub-paragraph (k) of the definition of "Permitted Lien" below;

(e) Debt under any Solar Project Lease; and

(f) Debt consented to in writing by FCC from time to time.

"**Permitted Investments**" means:

(a) marketable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the Government of Canada (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the Government of Canada), in each case maturing within one year from the date of acquisition thereof; and

(b) investments in certificates of deposit, bankers' acceptances, commercial paper and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any Schedule I Canadian bank having, at such date of acquisition, a credit rating on its long-term unsecured debt of at least "A+" by S&P or "A2" by Moody's.

"Permitted Lien" means, with respect to any Person:

(a) Liens for Taxes, rates, assessments or other governmental charges or levies the payment of which is not yet due, or for which instalments have been paid based on reasonable estimates pending final assessments, or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person and in respect of which reserves have been maintained in accordance with GAAP;

(b) undetermined or inchoate Liens, rights of distress and charges incidental to current operations which have not at such time been filed or exercised, or which relate to obligations not due or payable or if due, the validity of which is being contested diligently and in good faith by appropriate proceedings by that Person and in respect of which reserves have been maintained in accordance with GAAP;

(c) reservations, limitations, provisos and conditions expressed in any original grant from the Crown or other grant of real or immovable property, or interests therein, which will not individually, in the aggregate or in combination with the Permitted Liens referred to in clauses (d) and (e) of this definition, in the opinion of FCC, acting reasonably, materially affect the use of the affected land for the purpose for which it is used by that Person;

(d) licences, permits, reservations, covenants, servitudes, easements, rights-of-way and rights in the nature of easements (including, without limiting the generality of the foregoing, licences, easements, rights-of-way and rights in the nature of easements for sidewalks, public ways, sewers, drains, gas, steam and water mains or electric light and power, or telephone and telegraph conduits, poles, wires and cables) and zoning, land use and building restrictions, by-laws, regulations and ordinances of Governmental Authorities, which will not individually or in combination with the Permitted Liens referred to in clauses (c) and (e) of this definition, in the opinion of FCC, acting reasonably, materially impair the use of the affected land for the purpose for which it is used by that Person;

(e) title defects, encroachments or irregularities which are of a minor nature and which in the aggregate will not individually or in combination with the Permitted Liens referred to in clauses (c) and (d) of this definition, in the opinion of FCC, acting reasonably, materially impair the use of the affected property for the purpose for which it is used by that Person;

(f) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, franchise, grant or permit acquired by that Person or by any statutory provision to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;

(g) the Liens resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure workers' compensation, unemployment insurance, surety or appeal bonds, costs of litigation when required by law, liens and claims incidental to current construction, mechanics', warehousemen's, carriers' and other similar liens, and public, statutory and other like obligations incurred in the ordinary course of business;

(h) Liens given to a public utility or any Governmental Authority when required by such utility or Governmental Authority in connection with the operations of that Person in the ordinary course of its business;

(i) the Liens created by a judgment of a court of competent jurisdiction, as long as the judgment is being contested diligently and in good faith by appropriate proceedings by that Person and does not result in a Default or Event of Default;

(j) the Liens created by the Security Documents;

(k) Purchase Money Security Interests provided that: (i) the aggregate Purchase Money Obligations or indebtedness or other obligations secured by all Purchase Money Security Interests shall not exceed $100,000 at any time from and after the Closing Date; and (ii) such Purchase Money Interest shall not form a Lien against any Collateral.

(l) subdivision agreements, site plan control agreements, development agreements, facilities sharing agreements, cost sharing agreements and other similar agreements which do not materially impair the use of the real property subject thereto for the purpose for which it is used by that Person;

(m) the rights of any tenant, occupant or licensee under any lease, occupancy agreement or licence which do not materially impair the use of the real property subject thereto for the purpose for which it is used by that Person;

(n) the Liens registered against title to the Property as of the date hereof and set out in Schedule I;

(o) Liens or covenants restricting or prohibiting access to or from lands abutting on controlled access highways or covenants affecting the use to which lands may be put; provided, however, that such Liens or covenants do not materially and adversely affect the use of the affected property for the purpose for which it is used by that Person;

(p) statutory Liens incurred or pledges or deposits made in favour of a Governmental Authority to secure the performance of obligations of any Person under Environmental Laws to which any assets of such Person are subject, provided that no Default or Event of Default shall have occurred and be continuing;

(q) any and all Liens or title defects that do not materially and adversely interfere with the ordinary conduct of business of any affected Person and that may be insured against pursuant to one or more title insurance policies readily available from locally recognized insurance companies;

(r) any other Liens expressly consented to in writing by FCC; and

(s) any extension, renewal or replacement of any Permitted Lien referred to in clauses (j), (m) and (p) of this definition.

"**Person**" means an individual, body corporate with or without share capital, partnership, limited partnership, joint venture, unincorporated association, syndicate, sole proprietorship, trust, pension fund, union, Governmental Authority and the heirs, beneficiaries, executors, legal personal representatives and administrators of an individual.

"**PIA**" means the master construction services agreement dated the [ ], made between the Borrower and the PIA Contractor with respect to the Projects substantially in the form of Schedule 5.1(r).

"**PIA Contractor**" means CPE Inc.

"**PIA Direct Agreement**" means the Direct Agreement between FCC and the PIA Contractor.

"**Plans and Specifications**" means the plans and specifications for the construction and design of the Projects, including any document describing the scope of work performed by the PIA Contractor or any other contract or subcontract for the construction of the Projects, all work drawings, engineering and construction schedules, project schedules, project monitoring systems, specifications status- lists, material and procurement ledgers, drawings and drawing lists, manpower allocation documents, management and project procedures documents, and project design criteria, as the same may be amended to the extent permitted by this Agreement.

"**PPA**" means one or more of the FIT Program Contracts between IESO and the Borrower or a Owner (as assigned to the Borrower) and "**PPAs**" means all of them.

"**PPSA**" means the *Personal Property Security Act* (Ontario).

"**Projects**" means the renewable energy generation facilities described in the PPAs and "**Project**" means any one of them.

"**Project Agreements**" means, collectively, all or any of the material agreements relating to any Project from time to time, including, the Material Project Agreements, and any other concession agreement, lease agreement, design or construction agreement, engineering agreement, procurement or supply agreement, maintenance agreement, operating agreement, or other agreement directly related to the design, building, interconnection, ownership, operation, occupancy, use, maintenance and upkeep of a Project that is material to a Project and, in each case, any amendment, restatement or supplement thereto and "**Project Agreement**" means any one of them.

"**Project Approvals**" means collectively, all approvals, certificates of approval, authorizations, certificates of authorization, consents, permits, licences, orders, instructions, registrations, publications, declarations, filings, notices and other actions to be taken in respect of any Governmental Authority with respect to or which are necessary for, the design, siting, construction, connection, operation, maintenance, use, occupancy, and upkeep of any Project and the sale of electricity under the PPAs and "**Project Approval**" means any one of them.

"**Project Costs**" means the aggregate of all hard and soft costs of designing, constructing and developing the Projects incurred by or on behalf of or for the account of the Borrower in order to attain Commercial Operation, including, without limitation and without duplication, (i) all engineering and construction costs for the Projects including the purchase of the solar photovoltaic units and the reimbursement of interconnection costs; (ii) start-up and commissioning costs and operating and maintenance costs and expenses related to the Projects prior to Completion; (iii) pre-construction land development costs and fees; (iv) transaction costs and fees related to the Projects including legal costs; (v) any and all interest and fees, including any agency fees, and upfront/structuring fees with respect to Debt incurred in relation to the Projects; (vi) applicable taxes and insurance costs in respect of the Projects; (vii) funding of working capital reserves for the Operations and Maintenance Account; and (viii) budgeted overall contingency allocation in respect of the Projects; provided, however, that none of the amounts expended from insurance proceeds and proceeds from performance bonds and labour and material payment bonds delivered in connection with the Projects or liquidated damages received in relation to the Projects shall be included in the Project Costs.

"**Project Plans**" means, with respect to any Project, the engineering and architectural drawings, plans and design specifications and other engineering work pertaining to the design, development and construction of the Projects, and any amendments thereto which have been approved by FCC.

"**Project Revenues**" has the meaning specified in Section 7.3(a).

"**Property**" means, with respect to each Project, the real property located in Ontario, Canada and more specifically described in Schedule I.

"**Prudent Utility Practices**" means the practices, methods, and acts that are consistent with the practices, methods, and acts engaged in or approved by a significant portion of the North American solar energy industry for projects of this size and that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Law, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy and expedition.

"**Purchase Money Obligations**" means all obligations of any Person (i) consisting of the deferred purchase price of any property, conditional sale obligation, obligations under any kind of title retention agreement (but excluding trade accounts payable arising in the ordinary course of business) and other purchase money obligation, in each case where the maturity of such obligations does not exceed the anticipated useful life of the property being acquired and was incurred at the time of the acquisition of such property to finance the purchase price for the acquisition of such property, including any cost of installation and expenditures made for any repairs or alterations or improvements performed thereon or added thereto within a period of 6 months after the acquisition thereof, and (ii) lease and leasing agreements that are capitalized in the balance sheet of the lessee of the leased property; provided, however, that any Lien arising in connection with any Purchase Money Obligations shall be limited to the specified asset being leased, or acquired, including additions and improvements thereto.

"**Purchase Money Security Interest**" means any Lien on a property or asset created, issued or assumed to secure the Purchase Money Obligation in respect of such property or asset and includes any extension, renewal or refunding thereof so long as the principal amount outstanding on the date of such extension, renewal or refunding is not increased; provided, however, that such encumbrance does not exceed the Purchase Money Obligation and is limited to the property acquired in connection with the assumption, issuance or incurring of such Purchase Money Obligation and is created, issued or assumed concurrently with the acquisition of such property.

"**Release**" when used as a verb, includes release, spill, leak, emit, deposit, discharge, leach, migrate or disposal of a Hazardous Substance into the environment and the term "**Release**" when used as a noun has a correlative meaning.

"Reserve Accounts" means, collectively, the Debt Service Reserve Account, the Operations and Maintenance Account, the Major Maintenance Reserve Account and the Distribution Account and "**Reserve Account**" means any one of them.

"**Restricted Payment**" means, with respect to any Person, any payment by such Person (i) of any dividends or other distribution on any of its Equity Securities, (ii) on account of, or for the purpose of setting apart any property for a sinking or other analogous fund for, the purchase, redemption, retirement or other acquisition of any of its Equity Securities or any warrants, options or rights to acquire any such Equity Securities, or the making by such Person of any other distribution in respect of any of its Equity Securities, (iii) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any Debt of such Person ranking in right of payment subordinate to any liability of such Person under the Financing Documents, (iv) of any principal of or interest or premium on or of any amount in respect of a sinking or analogous fund or defeasance fund for any indebtedness of such Person to a shareholder or partner of such Person or to an Affiliate of a shareholder or partner of such Person, (v) of any management, consulting or similar fee or any bonus payment or comparable payment, or by way of gift or other gratuity, to any Affiliate of such Person or to any partner, director or officer thereof, or (vi) any fees, reimbursements or other payments due under the GP Management Agreement.

"**Retail Settlement Code**" has the meaning given to such term in the PPAs.

"**S&P**" means Standard and Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or any successor thereto.

"**Security Documents**" means the agreements, documents and instruments described in Section 8.1 and any other security granted to FCC as security from time to time for the obligations of the Borrower under this Agreement and the other Financing Documents.

"**Security Interest**" has the meaning given to the term "security interest" in the PPSA.

"**Senior Officer**" means, in respect of any Person, the individual holding from time to time the position of: the president, a vice-president, a director, the chief executive officer or the chief financial officer of that Person.

"**Solar Project Lease**" means a lease agreement, in form and substance satisfactory to FCC, pursuant to which the Borrower has leased certain lands for the installation of multiple solar photovoltaic units.

"**Subsidiary**" means, at any time, as to any Person, any corporation, company or other Person (other than a natural person), (i) if at such time the first mentioned Person owns, directly or indirectly, Equity Securities in such corporation, company or other Person having ordinary voting power to elect a majority of the board of directors or Persons performing similar functions for such corporation, company or other Person or (ii) such corporation, company or other Person is Controlled by the first mentioned Person.

"**Taxes**" includes all present and future income, corporation, capital gains, capital and value-added, harmonized sales taxes and goods and services taxes and all stamp and other taxes and levies, imposts, deductions, duties, charges and withholdings whatsoever imposed by any Governmental Authority, together with interest thereon and penalties with respect thereto, if any, and charges, fees and other amounts made on or in respect thereof.

"**Title Insurance Policy**" has the meaning set out in Section 5.1 (bb).

"Total Interest" means for any period, the sum of all interest payments on the Credit Facility paid (or payable), or projected to be payable, as the case may be, during such period.

"Units" means the solar photovoltaic units built as part of a Project and "**Unit**" means any one of them.

"Upfront/Structuring Fee" has the meaning specified in Section 3.11.

1.2 Headings

The division of this Agreement into Articles and Sections and the insertion of an index and headings are for convenience of reference only and shall not affect the construction or interpretation hereof. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section, paragraph or other portion hereof and include any agreement supplemental hereto. Save as expressly provided herein, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Extended Meanings

Words importing the singular number only shall include the plural and vice versa, and words importing any gender shall include all genders. The term "including" means "including without limitation".

1.4 References to FCC

Any reference in this Agreement to FCC shall be construed so as to include its successors, permitted transferees or permitted assigns hereunder.

1.5 Accounting Terms and Practices

Unless otherwise provided herein, all accounting terms referred to herein shall be construed in accordance with GAAP and all financial data submitted pursuant to this Agreement shall be prepared in accordance with GAAP, consistently applied.

1.6 Non-Business Days

Whenever any payment to be made hereunder is stated to be due or any action to be taken hereunder is stated to be required to be taken on a day other than a Business Day, such payment shall be made or such action shall be taken on the next succeeding Business Day and, in the case of the payment of any monetary amount, the extension of time shall be included for the purposes of computation of interest or fees thereon.

1.7 References to Time of Day

Except as otherwise specified herein, a time of day shall be construed as a reference to Toronto, Canada time.

1.8 Severability

In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any Applicable Law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

1.9 Currency

All monetary amounts in this Agreement refer to Canadian Dollars unless otherwise specified.

1.10 References to Statutes

Except as otherwise provided herein, any reference in this Agreement to a statute shall be construed to be a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted.

1.11 References to Agreements

Except as otherwise provided herein, any reference herein to this Agreement or any other agreement or document shall be construed to be a reference to this Agreement or such other agreement or document, as the case may be, as the same may have been, or may from time to time be, amended, restated, varied, novated or supplemented.

1.12 Schedules

The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof:

Schedule I	- Property
Schedule II	- Permitted Liens
Schedule III	- Acknowledgement and Agreement
Schedule IV	- Mortgagee Consent and Non-Disturbance Agreement
Schedule V	- Material Agreements
Schedule VI	- Permitted Debt
Schedule VII	Compliance Certificate
Schedule 5.1(t)	- Form of Financial Model
Schedule 5.1(u)	- Form of O&M Agreement
Schedule 6.1(h)	- Form of Drawdown Certificate
Schedule 6.1(i)(iv)(C)	- Force Majeure Events
Schedule 6.1(m)	- Project Approvals
Schedule 6.1(n)	- Environmental
Schedule 11.12	- Form of Acceptance Agreement

ARTICLE 2
THE FACILITIES

2.1 Credit Facility

FCC has made available to the Borrower a non-revolving term loan facility in the maximum principal amount of $5,573,357 on the terms and subject to the conditions set forth herein (the "**Credit Facility**").

2.2 Purpose

The Credit Facility has been made available to the Borrower by FCC solely for the purpose of financing the Project Costs in an amount not to exceed $6,877,446 at Completion (which amount includes the amounts required to prefund the Debt Service Reserve Accounts and the Operations and Maintenance Account as required by this Agreement).

2.3 Conversion

On the Conversion Date, the Credit Facility shall be converted from an open variable rate loan to a fixed rate term loan at a fixed rate of interest based on FCC's then current term loan rates for loans of a similar amount, amortization and risk profile as the Credit Facility.

2.4 Term and Availability of Advances

(a) The Credit Facility shall be available until June 13, 2018 for Drawdowns in up to ten (10) tranches by the Borrower from FCC in a minimum principal amount of $150,000 provided that the minimum amount referred to above shall not apply to the final Drawdown.

(b) Drawdowns may only occur after the Borrower has met the applicable conditions set out in Article 5 of this Agreement (the "**Drawdown Requirements**").

2.5 Mandatory Repayments

(a) **Credit Facility.** Provided that the Credit Facility is not prepaid or earlier accelerated in accordance with Article 9, the Borrower shall:

(i) pay all accrued and unpaid interest and fees of the Credit Facility as determined by FCC in accordance with its usual business practices with such payments to be made from the Closing Date to the Conversion Date with each payment to be made on the last Banking Day of March, June, September and December; and

(ii) repay the principal amount of the Credit Facility in 72 quarterly blended instalments of principal and interest as determined by FCC in accordance with its usual business practices;

with such payments to be made from the Conversion Date to the Credit Facility Maturity Date with each payment to be made on the last Banking Day of March, June, September and December in accordance with the applicable repayment schedule (as determined by FCC) to be delivered by FCC to the Borrower on the Conversion Date, with the balance of the principal amount outstanding under the Credit Facility, together with all accrued and unpaid interest and fees thereon, to be paid on the Credit Facility Maturity Date.

(b) **Mandatory Prepayments.** In addition to the mandatory scheduled repayments of the Credit Facility described in Section 2.5(a) above, repayment of the principal amount of the Credit Facility shall be made from time to time as follows:

(i) in an amount equal to 100% of the net proceeds (being the gross proceeds less the cost of disposition and Taxes paid or payable in respect of such proceeds) of the sale, transfer or other disposition of Assets, other than a transfer of all of the assets of the Borrower, with the consent of FCC, to a Person who assumes all of the Obligations of the Borrower pursuant to documents in form and substance satisfactory to FCC, and proceeds from condemnation of Assets (other than proceeds from the sale of electricity in the ordinary course of the Borrower's business pursuant to the PPA and the sale of related products in the ordinary course of business pursuant to the terms of the PPA). Such proceeds shall be paid by the Borrower within 15 days following the later of (a) the effective date of such sale, transfer or other disposition; (b) receipt of any cash proceeds of such sale, transfer or other disposition or receipt of insurance proceeds, as applicable; and (c) receipt of cash proceeds from any note or promise to pay or, in the case of receipt of any other form of consideration, an amount equal to the fair market value of such consideration on the date of receipt of such consideration;

(ii) in an amount equal to 100% of the net proceeds of insurance (gross proceeds of insurance less amounts of insurance proceeds paid to replace the Asset for which the insurance proceeds are being paid, if any);

(iii) in an amount equal to 100% of net proceeds (being gross proceeds less costs, if any, of collection) of any delay liquidated damages under the PIA or the O&M Agreement and 100% of the proceeds of any other payment to the Borrower under any other Project Agreement with respect to claims for performance or other defaults under such Project Agreements by a party other than the Borrower, unless such net proceeds are used to fund Project Costs; and

(iv) in an amount equal to monies on deposit in the Distribution Account if such monies are required to be applied to prepayment of the Credit Facility in accordance with Section 7.3(d).

(c) FCC agrees that if Solar Income Fund LP (#6) proposes to sell all or any part of its Equity Securities in the Borrower and that FCC, in its sole discretion, determines that (i) the purchaser of said Equity Securities meets FCC's credit and 'Know Your Client' requirements, (ii) the sale would not result in the Borrower being in violation of FCC's loan eligibility requirements; and (iii) FCC is satisfied with the purchaser's credit worthiness and the purchaser's ability to satisfy any and all obligations of Solar Income Fund LP (#6) under the Material Agreements to which it is a party, FCC shall not unreasonably withhold written consent to such sale by Solar Income Fund LP (#6) and upon receipt of such written consent such sale by Solar Income Fund LP (#6) shall not trigger the Mandatory Prepayment provision outlined in Section 2.3(b)(i).

(d) All amounts payable pursuant to Section 2.5(b) shall be applied firstly to repay the principal of Credit Facility until all Advances made under the Credit Facility have been permanently repaid in full and the Credit Facility is reduced to nil, and secondly, to repay all other Obligations outstanding.

2.6 Optional Prepayments

Prior to the Conversion Date and the Conversion of the Credit Facility to a fixed rate term loan, the Borrower shall be entitled at any time and from time to time to prepay all or any portion of the principal amount of Advances outstanding under the Credit Facility, together with accrued and unpaid interest thereon, by irrevocable notice given to FCC not later than 10:00 a.m., (Toronto time) on the fifth Business Day prior to the relevant prepayment date. Any amount repaid shall permanently reduce the Credit Facility and may not be re-borrowed. All prepayments made pursuant to this Section 2.6 shall reduce the Credit Facility and shall further result in a reduction and permanent cancellation of an equal amount of such Credit Facility. All prepayments of the Credit Facility pursuant to this Section 2.6 shall be applied in accordance with Section 2.5(c).

From and after the Conversion Date and the Conversion of the Credit Facility to a fixed rate term loan, any prepayments are subject to an additional prepayment charge equal to the greater of (i) three (3) months interest on the amount prepaid at the interest rate in effect on the applicable loan as of the date of prepayment, and (ii) the amount of interest lost by FCC over the remaining term of the loan.

2.7 Interest on Advances

(a) Subject to Section 2.3 above and 2.7(b) below, the Borrower shall pay to FCC interest on the outstanding principal of the Credit Facility at the Interest Rate.

(b) Interest shall be payable by the Borrower to FCC quarterly in arrears on each Payment Date and shall be calculated on the basis of a three hundred and sixty five (365) day year and actual days elapsed. All interest accruing hereunder on and after an Event of Default or termination or non-renewal hereof shall be payable on demand and shall be charged at the Interest Rate plus 2% (the "**Default Interest Rate**").

ARTICLE 3
GENERAL MATTERS RELATING TO THE FACILITIES

3.1 Method and Place of Payment

(a) Each payment to be made by the Borrower under this Agreement shall be made without deduction, set-off or counterclaim.

(b) All payments of principal, interest and fees hereunder shall be made for value at or before 12:00 noon (Toronto time) on the day such amount is due by deposit or transfer thereof to the account of FCC maintained at the principal office of the sub-agent appointed by FCC in Toronto or such other place as the Borrower and FCC may from time to time agree. Payments received after such time shall be deemed to have been made on the following Business Day.

3.2 Annual Review Fee

The Borrower shall pay to FCC for its account the administrative fee of $5,000 per annum (the "**Annual Review Fee**"). The Annual Review Fee shall be payable on the Closing Date and on each anniversary date thereafter during any year or part year during which the Advance is outstanding.

3.3 Non-Compliance Risk Adjustment Fee.

If the Borrower breaches a financial covenant under this Agreement, FCC shall assess a risk adjustment fee equal to 50 basis points (0.50%) of the aggregate outstanding principal amount of all Credit Facilities determined as at the end of the applicable financial year of the Borrower. The amount of this fee shall be added to the Obligations. The Borrower acknowledges, agrees and confirms that this fee is a reasonable charge for FCC's costs incurred in connection with the protection and preservation of FCC's security interest in the Collateral after a financial covenant breach. As an example, based on an aggregate outstanding principal amount of a Credit Facility of $5,000,000, this fee would be $25,000.

The risk adjustment fee set out in this Section represents FCC's liquidated damages, not penalties, to compensate FCC for the higher than forecasted risk and/or non-performance of a covenant. The Borrower acknowledges, agrees and confirms that this fee is a reasonable estimation of the actual damages suffered by FCC upon a breach of a financial covenant contemplated by this Section, and that the Borrower shall pay such fee to FCC upon an Event of Default. The Borrower acknowledges, agrees and confirms that the precise amount of FCC's actual damages would be extremely difficult to calculate and that the fee set out in this Section represents a reasonable estimate of the actual damages and efforts incurred by FCC in responding to a financial covenant breach. Such fee is due and payable on demand by FCC and in any event not later than one hundred and twenty (120) days following the last day of each financial year. Payment of a fee does not cure the applicable financial covenant breach nor does it affect any of FCC's rights under this Agreement or any other loan document.

3.4 Reporting and Monitoring Default Fee

In the event of a late submission of financial reporting requirements set out in this Agreement, FCC may, in its sole and absolute discretion, charge the Borrower a reporting and monitoring default fee of $1,000 per instance per reporting period.

3.5 Execution of Notices

All Drawdown Certificates and notices of repayment, prepayment or cancellation and, unless otherwise provided herein, all other notices, requests, demands or other communications to be given to FCC by the Borrower hereunder shall be executed by any authorized signatory of the Borrower.

3.6 Evidence of Debt

FCC shall open and maintain in accordance with its usual practice books of account evidencing all Advances and all other amounts owing by the Borrower to FCC hereunder. FCC shall enter in such books: (i) each Drawdown Date in respect of each Advance; (ii) all amounts from time to time owing or paid by the Borrower to FCC, the amounts of principal, interest and fees payable from time to time hereunder; (iii) the unused portion available to be drawn down by the Borrower under the Credit Facility; and (iv) any payments made by Borrower hereunder. The information entered in the foregoing accounts shall constitute, in the absence of manifest error, *prima facie* evidence of the Obligations of the Borrower to FCC hereunder, the date FCC made each Advance available to the Borrower and the amounts the Borrower has paid from time to time on account of the principal of, interest on and fees related to the Advances.

3.7 Interest on Unpaid Costs and Expenses

Unless the payment of interest is otherwise specifically provided for herein, where the Borrower fails to pay any amount required to be paid by the Borrower hereunder when due, the Borrower shall pay interest on such unpaid amount, including overdue interest from the time such amount is due until paid at an annual rate equal to the Interest Rate plus 2%. Such interest shall be determined daily, compounded monthly in arrears on the last Banking Day of each month in each year and payable on demand.

3.8 Criminal Rate of Interest

In no event shall charges constituting interest payable to FCC exceed the maximum amount or the rate permitted under any Applicable Law, and if any part or provision of this Agreement is in contravention of any such Applicable Law, such part of provision shall be deemed to be amended to conform thereto.

3.9 Compliance with the *Interest Act* (Canada)

For the purposes of this Agreement, whenever any interest is calculated on the basis of a period of time other than a calendar year, the annual rate of interest to which each rate of interest determined pursuant to such calculation is equivalent for the purposes of the *Interest Act* (Canada) is such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days used in the basis of such determination.

3.10 Nominal Rate of Interest

The parties acknowledge and agree that all calculations of interest under this Agreement are to be made on the basis of the nominal interest rate described herein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest rates and the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.

3.11 Upfront/Structuring Fee

The Borrower agrees to pay to FCC an upfront fee equal to THIRTY-FIVE THOUSAND DOLLARS ($35,000) (the "**Upfront/Structuring Fee**"). The Upfront/Structuring Fee shall be fully earned by FCC. FCC acknowledges that the Borrower has paid FIFTEEN THOUSAND DOLLARS ($15,000) on account of such fee; the Borrower acknowledges and agrees that the balance of TWENTY THOUSAND DOLLARS ($20,000) shall be retained by FCC from the initial disbursement under this Agreement

3.12 Multi-disbursement Fee

To the extent multiple Advances are required in connection with any of the Credit Facilities, the first two (2) Advances shall be made at no cost to the Borrower. The fee for each subsequent Advance under any Credit Facility shall be $100 per Advance (which shall be retained by FCC from the disbursement proceeds). For clarity, there will be a separate multi-disbursement fee applied to Advances under each Credit Facility.

3.13 Net of Taxes

All payments made by the Borrower under this Agreement shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes except to the extent that such deduction or withholding is required by any Applicable Law, as modified by the administrative practice of any relevant Governmental Authority then in effect.

3.14 Payments

Unless otherwise expressly provided herein, Borrower shall make all payments pursuant to this Agreement or pursuant to any document, instrument or agreement delivered pursuant hereto by deposit into the designated payment account before 12:00 noon (Toronto time) on the day specified for payment and FCC shall be entitled to withdraw the amount of any payment due to FCC hereunder for such accounts on the day specified for payment. Any such payment received on the day specified for such payment but after 12:00 noon (Toronto time) shall be deemed to have been received prior to 12:00 noon (Toronto time) on the next following Business Day.

ARTICLE 4
CHANGE OF CIRCUMSTANCES AND INDEMNIFICATION

4.1 Illegality

If, with respect to FCC, the implementation of any existing provision of Applicable Law or the adoption of any Applicable Law, or any change therein or in the interpretation or application thereof by any court or by any statutory board or commission now or hereafter makes it unlawful for FCC to make, fund or maintain all or any portion of the Advance, to maintain all or any part of its Commitments hereunder or to give effect to its obligations in respect of all or any portion of an outstanding Advance, FCC may, by written notice thereof to the Borrower supplying reasonable supporting evidence (supported, at the request and expense of the Borrower, by an opinion of FCC's Counsel), declare the obligations of FCC under this Agreement to be terminated whereupon the same shall forthwith terminate, and the Borrower shall repay within the time required by such law (or as promptly as practicable if already unlawful or at the end of such longer period, if any, as FCC in its *bona fide* opinion may agree) the principal of the Advances made by FCC together with all accrued and unpaid interest thereon. If any such change shall affect only that portion of FCC's obligations under this Agreement that is, in the *bona fide* opinion of FCC, severable from the remainder of this Agreement so that the remainder of this Agreement may be continued in full force and effect without otherwise affecting any of the obligations of FCC or the Borrower hereunder, FCC shall declare its obligations under only that portion so terminated.

ARTICLE 5
CONDITIONS PRECEDENT

5.1 Conditions for Closing – Initial Drawdown

The obligation of FCC to enter into this Agreement and to provide the Initial Drawdown under the Credit Facility is subject to the following conditions being fulfilled or performed on or before the Closing Date:

(a) This Agreement and each of the other Financing Documents shall have been duly authorized, executed and delivered to FCC by the Credit Parties and shall constitute a legal, valid and binding obligation of the Credit Parties. The Direct Agreements and the Blocked Account Agreement shall have been duly authorized, executed and delivered by each party thereto and shall constitute a legal, valid and binding obligation of each party thereto.

(b) FCC shall be satisfied with its due diligence review of material issues related to the Projects, each Property and the Credit Parties.

(c) FCC shall have received a certificate from a Senior Officer of the Guarantor or Amber Energy Co-operative Inc. on behalf of the Borrower and a Senior Officer of the Guarantor addressed to FCC, certifying (attaching certified copies of):

(i) its partnership agreement, articles, by-laws and other constating documents;

(ii) resolutions of its partners or board of directors (or, where applicable, of similar authorizing groups) authorizing its execution, delivery and performance of the Financing Documents, the Material Agreements and the Material Project Agreements to which it is a party;

(iii) the names and (in the case of Persons executing Financing Documents, Material Agreements or Material Project Agreements on behalf of such Person) true signatures of the partners, directors, officers and other authorized signatories of such Person; and

(iv) the name of each Owner, the name of any Affiliate of each Owner on whose Property a Unit is has been installed, and the address and full legal description of the Property on which each Unit is has been installed.

(d) FCC shall have received certificates of good standing or like certificates in respect of the Credit Parties, Amber Energy Co-operative Inc., the PIA Contractor and the O&M Contractor issued by appropriate government officials of its jurisdiction of organization.

(e) This Agreement, the Security Documents and the Security Interest shall be in full force and effect.

(f) The Credit Parties shall have delivered to FCC the Financial Model for the Project, which shall be in form and substance satisfactory to FCC and which shall present projections indicating a DSCR of not less than 1.10:1.00 on the date of the Advance.

(g) FCC shall have received and be satisfied with the Project Plans.

(h) The Borrower shall have delivered to FCC their most recent annual review engagement financial statements and their most recent quarterly unaudited financial statements.

(i) FCC shall have received (i) a certificate from a partner, officer or representative of the Credit Parties responsible for insurance matters, dated as of the Closing Date stating that, *inter alia*, all insurance required by Prudent Utility Practices is in full force and effect and that all premiums then due thereon have been paid, (ii) certified copies of all policies evidencing such insurance (or a binder, commitment or certificates signed by the insurer or a broker authorized to bind the insurer), in form and substance reasonably satisfactory to FCC and to include a notation of FCC, including its successors and assigns, as first loss payee or an additional insured, as the case may be, on all policies (with the exception of workers compensation) and a waiver of subrogation in its favour. FCC shall be named as the first loss payee, using a standard lender loss payable or other equivalent form acceptable to FCC, and (iii) a certificate from the Credit Parties' insurance broker in a form acceptable to FCC, dated as of the Closing Date stating that, *inter alia*, all insurance required by this Section 5.1(i) is in full force and effect and that all premiums then due thereon have been paid.

(j) The Upfront/Structuring Fee, the Annual Review Fee and all other fees or reimbursable expenses payable to FCC and its advisors (including all reasonable fees and expenses of the Independent Engineer and FCC's Counsel) shall have been paid in full by the Credit Parties.

(k) All registrations, filings or recordings necessary to preserve, protect or perfect the enforceability and first priority of the Liens created under or pursuant to the Security Documents (subject only to Permitted Liens) shall have been completed.

(l) FCC shall have received a favourable opinion of legal counsel of the Credit Parties (addressed to FCC) as to such matters as FCC may reasonably request including, without limitation, corporate matters, enforceability opinions regarding the Financing Documents entered into on or before the Closing Date, the Material Project Agreements entered into on or before the Closing Date, the enforceability of the Security Documents, and creation and registration opinions in respect of the Security Documents and perfection of Security Interests granted under the Security Documents.

(m) All representations and warranties of the Credit Parties contained in this Agreement and all representations of the Credit Parties and contained in any other Financing Document or any Material Agreement shall be true and correct in all material respects on and as of the Closing Date as though made on and as of such date, and FCC shall have received a binding certificate of a Senior Officer of the Guarantor or Amber Energy Co-operative Inc. on behalf of the Borrower and a Senior Officer of the Guarantor certifying the same.

(n) As of the date of the Closing Date, there shall not have occurred any event relating to the ownership, operation or financial conditions of the Credit-Parties since the Closing Date which could reasonably be expected to have a Material Adverse Effect and the Credit Parties shall have delivered to FCC an Officer's Certificate to that effect.

(o) There shall be no actions, suits or proceedings (whether or not purportedly on its behalf) pending or threatened against or affecting the Credit Parties or the PIA Contractor before any Governmental Authority which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

(p) FCC shall have received Land Title Office, Personal Property Registry and such other searches as FCC consider appropriate, acting reasonably, in respect of the Property, the Collateral and the Credit Parties, as of a time and date satisfactory to FCC confirming (i) registration of the Security Documents or financing statements or other appropriate filings or notices in respect thereof, and (ii) that no Liens, other than Permitted Liens, are registered against or charge the assets of the Credit Parties or any of the Collateral.

(q) FCC shall have received such "know your customer" documentation as FCC may reasonably request.

(r) FCC shall be satisfied with the terms of the PIA for the Projects including key milestones agreed in the PIA and provisions for default by the PIA Contractor in the event of delays.

(s) FCC shall be satisfied with the terms of the O&M Agreement.

(t) The Credit Parties shall have delivered to FCC the Financial Model for the Projects substantially in the form of Schedule 5.1(t) audited and approved by the Independent Engineer which evidences that: (A) the minimum DSCR and an average DSCR required by Section 7.6(b) of this Agreement for the Projects will be satisfied with respect to the Projects at all times that any part of the Credit Facility is outstanding; and (B) there is sufficient working capital to complete the Projects, and is otherwise satisfactory to FCC.

(u) The Borrower shall have delivered to FCC three (3) Business Days prior to the proposed Advance a drawdown certificate, substantially in the form of Schedule 5.1(u) (a "**Drawdown Certificate**") which shall include:

(i) A certification that:

(A) in respect of all Units for which an Advance has been requested, all Project Agreements and Project Approvals including, but not limited to, third party consents required in the ownership and operating of the Collateral, are in full force and effect, except for those which are not yet required (having regard to the status of the Projects and the permitting strategy agreed with FCC in consultation with the Independent Engineer) together in each case with true and complete copies of any such Project Approvals (or amendments thereto) not previously provided to FCC in a prior Drawdown Certificate;

(B) in respect of all Units for which an Advance has been requested that;

(I) the Borrower has received an executed Lease Agreement from each registered owner (together with any spouse whose consent is required) of the Property on which such Unit is to be installed and such Lease Agreement has been registered on title to each such Property;

(II) a notice of security interest in favour of FCC is registered on title to each Property on which such Unit is to be installed;

(III) the registered owners to each Property on which such Unit is to be installed have executed and delivered to FCC or its solicitor an Acknowledgement and Agreement in respect of such Collateral;

(C) Such release and discharges as FCC may require in respect of each such Unit and related Collateral to ensure that FCC has a first priority Lien on such Unit and related Collateral including, but not limited to, from the PIA Contractor.

(v) The Borrower shall provide evidence to FCC of invoiced and due Project Costs and evidence to FCC from its partners of an equity injection in an aggregate amount of not less 20% of the incurred Project Costs.

(w) As part of the Advance, (i) the Debt Service Reserve Account and the Operations and Maintenance Account shall be pre-funded with sufficient funds from the Advance to cover the Debt Service requirements and the operations and management cost as required in accordance with Sections 7.3(a) and 7.3(b), and (ii) all fees owing to FCC shall be paid.

(x) For each Project part of the FIT Program, the Borrower shall have delivered to FCC, in form and substance satisfactory to FCC, copies of (i) the Borrower's NTP Requests (as defined in the applicable PPA), including the NTP Pre-requisites (as defined in the applicable PPA), (ii) the Notices to Proceed (as defined in the applicable PPA) issued by IESO to the Borrower in respect of the Projects, and (iii) evidence that the Incremental NTP Security (as defined in the PPAs) required to be delivered under the PPAs has been delivered to IESO.

(y) The Borrower shall have furnished evidence satisfactory to FCC, acting reasonably, that (i) it (or its nominee on its behalf) has good, valid and marketable registered leasehold title to the Properties and such interest therein is free and clear of all Liens, encumbrances or other exceptions to title except Permitted Liens, (ii) it (or its nominee on its behalf) has obtained, or will obtain, upon completion of the construction of the Project, all other material real property rights and interests in land required to facilitate the maintenance and operation of the Project and each material real property right and interest in land has been, or will be, upon completion of the construction of the Project, registered in accordance with Applicable Law and (iii) the Properties constitute all rights of occupation, easements, rights of way and other real property interests required for the access to, maintenance, repair, ownership, use and operation of the Project and the interconnection of the Project with Distribution System in accordance with the Connection Agreement(s) and all of the same will be in full force and effect (to the extent applicable) upon the completion of the construction of the Project.

(z) The Borrower shall provide evidence to FCC that all Accounts have been established.

(aa) FCC shall have received a certified copy of all documents requested by it evidencing all the rights necessary by the Borrower to own, operate, construct, use or maintain the Projects on the Property.

(bb) Each of the Material Project Agreements and Project Approvals shall be in full force and effect, and, to the Borrower's knowledge, there shall have occurred no change in circumstances with respect to the Borrower or any counterparty to a Material Project Agreement where such change could reasonably be expected to materially adversely affect its ability to perform its obligations under such Material Project Agreement.

(cc) No Default or Event of Default shall have occurred and be continuing.

(dd) The Borrower shall not have received notice of any treaty or other land claims that are pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower, the Properties or the Projects by any aboriginal, native or First Nation tribe, people or community group.

(ee) Delivery to FCC of customary mortgagee's title insurance policy for renewable energy projects (as amended from time to time in accordance with the terms hereof, the "Title Insurance Policy") or an amendment thereto naming FCC as insured in an amount and in form and substance satisfactory to FCC, acting reasonably, and issued by First Canadian Title Insurance Company or such other reputable and creditworthy title insurer acceptable to FCC, acting reasonably, all accompanied by evidence of the payment in full of premiums thereon in respect of the lands and premises forming the Properties.

(ff) FCC shall have received a report from the Independent Engineer in form and substance satisfactory to FCC in accordance with the terms of the IE Agreement that the Independent Engineer has conducted the desktop and physical inspections on Projects described in the Drawdown Certificate which report, inter alia, confirms with respect to the FIT Program Projects constructed on the Solar Project Lease locations: (A) the production estimates and uncertain analysis (both P50 and P90), (B) a detailed design review to include the components used, electrical , structural, civil, monitoring systems, (C) a review of the Financial Model with respect to electricity generation, maintenance costs, the amounts to be deposited into the Reserve Accounts, (D) a detailed review of the Fit Program Project Review for permits, construction budget, appropriateness of construction time frame, construction draw schedules (E) particulars with respect to the

Independent Engineer's site visits, reporting of costs incurred to date with respect to the Projects, progress draw reports together with recommendations, verification of expenditures financed by other sources and, if applicable, reporting of substantial completion, and (F) confirmation that the actual energy production meets the forecast and specifications.

(gg) The Borrower shall have delivered deliver to FCC (i) a surveyor's real property report, and (ii) an "as built" drawing for each Project and an "as built" survey of each Project and the Properties showing no encroachments of the Projects on any portion of any premises outside the Properties.

5.2 <u>Conditions for Closing – Subsequent Drawdowns</u>

In addition to the requirements set out in Section 5.1, the obligation of FCC to provide any Drawdown under the Credit Facility subsequent to the Initial Drawdown is subject to the following conditions being fulfilled or performed at or before any such subsequent Drawdown is made:

(a) The Borrower shall have delivered to FCC a Drawdown Certificate and all related deliveries.

(b) This Agreement, the Security Documents and the Security Interest shall be in full force and effect.

(c) As of the date of the Drawdown Certificate referenced in Section 5.2(a) above, there shall not have occurred any event relating to the ownership, operation or financial conditions of the Borrower since the Closing Date which could reasonably be expected to have a Material Adverse Effect and the Borrower shall have delivered to FCC an officer's certificate to that effect.

(d) No Default or Event of Default shall have occurred and be continuing.

(e) FCC shall have received a report from the Independent Engineer in form and substance satisfactory to FCC in accordance with the terms of the IE Agreement that the Independent Engineer has conducted the desktop and physical inspections on the proposed batch sample percentage of the Projects described in the Drawdown Certificate.

(f) The Borrower shall provide evidence to FCC of invoiced and due Project Costs and evidence to FCC from its partners of an equity injection in an aggregate amount of not less than 20% of the incurred Project Costs.

5.3 <u>Liens and Holdback Matters</u>

If a Lien is registered against any of the Properties and is not discharged within 10 Business Days of the Borrower being notified or otherwise becoming aware of such registration, FCC shall be entitled, in its sole discretion, to pay into court the amount required to effect removal of such Lien and the amount so paid shall be treated as a Drawdown of the Advance payable on demand. The Borrower agrees that FCC's Counsel will be required to maintain lien holdbacks administer all Advances under the Construction Loan as required by the governing *Builder's Lien Act*, *Construction Lien Act*, *Mechanic's Lien Act*, or any other provincial legislation or regulations that apply to construction projects in the province where the Project is located. In addition to the requirements under the *Construction Lien Act* for release of the hold back, the hold back shall not be released unless the following conditions have been fulfilled:

(a) For each Project part of the FIT Program, FCC shall have a copy of the Commercial Operation Date Acknowledgement for each Project.

(b) FCC shall have received a report from the Independent Engineer in form and substance satisfactory to FCC in accordance with the terms of the IE Agreement advising that the construction and other arrangements with respect to the Projects under the FIT Program and the required sample set of the Projects part of the FIT Program are of acceptable quality, including, without limitation, the connection of the Projects to the Distribution System, the compliance of the Projects with the FIT Rules and applicable PPAs, are acceptable, that Commercial Operation has been achieved for the Projects, and providing confirmation that the Projects have been constructed, connected, commissioned and synchronized to the Distribution System such that the Projects are available to deliver electricity in compliance with Prudent Utility Practices, the Connection Agreements and Applicable Laws.

(c) The Borrower shall have delivered to FCC three (3) Business Days prior to the proposed release a certificate from a senior officer of the Borrower certifying that in respect of all Units for which a release has been requested that:

(i) Commercial Operation has been achieved;

(ii) all such Units are connected to and approved by the applicable LDC;

(iii) all such Units have been approved by the Electrical Safety Authority of Ontario;

(iv) all such Units are producing and selling Contract Energy to IESO under the PPAs and the FIT Rules; and

(v) the Borrower has received: (i) for Units installed pursuant to a Lease, an executed Solar Project Lease from each registered owner (together with any spouse whose consent is required) of the Property on which such Unit has been installed and evidence that such Solar Project Lease has been registered on title to each such Property; or (ii) for Units installed pursuant to a Solar Project Lease; (A), an executed Solar Project Lease for the Property on which such Unit has been installed; (B) and evidence that such Solar Project Lease has been registered on title to such Property; and (C) all PPAs and amendments relating to such Property.

5.4 <u>Deemed Representation</u>

Each of the giving of any Drawdown Certificate which includes a request for an Advance and the acceptance by the Borrower of the proceeds of any Advance shall be deemed to constitute a representation and warranty by the Borrower that on the date of such Drawdown Certificate and on the date of any Advance being provided and after giving effect thereto, the applicable conditions precedent set forth in this Article 5 (other than any which have been waived in writing by FCC) shall have been satisfied, fulfilled or otherwise met.

5.5 Conditions Solely for the Benefit of FCC

All conditions precedent to the entitlement of the Borrower to any Advance hereunder are solely for the benefit of FCC, and no other Person shall have standing to require satisfaction or fulfilment of any condition precedent or that it be otherwise met and no other Person shall be deemed to be a beneficiary of any such condition, any and all of which may be freely waived (in whole or in part) in writing by FCC at any time FCC deem it advisable to do so in its sole discretion.

5.6 No Implied Waiver

The making of any Advance without one or more of the conditions precedent set forth in this Article 5 having been satisfied, fulfilled or otherwise met shall not constitute a waiver by FCC of any such condition with respect to any subsequent Advance, and FCC reserves the right to require that each such condition be satisfied, fulfilled or otherwise met prior to the making of any subsequent Advances.

5.7 No Approval of Work

The making of any Advance hereunder shall not be deemed an approval or acceptance by FCC of any work, labour, supplies, materials or equipment furnished or supplied with respect to the Project.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Credit Parties

The Credit Parties represent and warrant as follows to FCC and acknowledge and confirm that FCC is relying upon such representations and warranties as an inducement to the entering into by it of this Agreement and to the making of Advances:

(a) **Corporate Status.** The Borrower is a limited partnership and the Guarantor is a corporation both of which are duly created and validly existing under the laws of Ontario. The Borrower and Guarantor each have all necessary power and authority to construct and operate the Projects and otherwise to conduct its business as presently conducted and to own or lease its properties and assets in each jurisdiction where such properties and assets are situated or such business is conducted. The Borrower is not a partner or general partner of any partnership or limited partnership and does not hold any Equity Securities in any unlimited company. The Guarantor is the general partner of the Borrower but otherwise is not a partner or general partner of any partnership or limited partnership and does not hold any Equity Securities in any unlimited company.

(b) **Power and Authority.** The Borrower and Guarantor each have, and had at the relevant time in respect of the Projects Agreements, full power and authority to enter into the Financing Documents and the Project Agreements, and to do all acts and things and execute and deliver all documents as are required thereunder to be done, observed or performed by it in accordance with the terms thereof.

(c) **Authorization and Enforceability.** The execution and delivery of this Agreement, each of the Financing Documents and each of the Project Agreements and all documents, instruments and agreements required to be executed and delivered by each of the Credit Parties pursuant to the Financing Documents or the Project Agreements, and the performance of their respective obligations under the Financing Documents and the Project Agreements, have been duly authorized by all necessary action on the part of each of the Credit Parties and each of the Financing Documents and each of the Project Agreements constitutes a legal, valid and binding obligation of each of the Credit Parties enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.

(d) **Conflict with Constating Documents and Agreements**. Neither the execution and delivery of this Agreement, the Financing Documents or the Project Agreements nor the consummation by each of the Credit Parties of any of the transactions herein and therein contemplated, nor compliance by each of the Credit Parties with the terms, conditions and provisions hereof and thereof, will conflict with or result in a breach of any of the terms, conditions or provisions of:

(i) the constating documents of the each of the Credit Parties;

(ii) any Material Agreement;

(iii) any of the Project Agreements or any other agreement, instrument or arrangement to which each of the Credit Parties is now a party or by which each of the Credit Parties or its properties are, or may be, bound, or will constitute a default thereunder, where such conflict, breach or default could reasonably be expected to result in a Material Adverse Effect, or will result in the creation or imposition of any Lien (other than as created in favour of FCC or Permitted Liens) upon any of the properties or assets of each of the Credit Parties;

(iv) any judgment or order, writ, injunction or decree of any court; or

(v) any Applicable Law.

(e) **Third Party Consents.** All required third party consents which are required with respect to (i) the execution and delivery by each of the Credit Parties of, and performance of its obligations under, the Financing Documents and (ii) the assignment and grant of the Security Interests by each of the Credit Parties of and in the Project Agreements in accordance with the Security Documents have been received.

(f) **Liabilities**. Each of the Credit Parties has no Debt except Permitted Debt and except in respect of liabilities that have arisen in the ordinary course of the management of the affairs of each of the Credit Parties and as specifically contemplated by the Project Agreements, and each of the Credit Parties has no material financial obligations other than Permitted Debt.

(g) **Delivery of Agreements, etc.** The copy of the constating documents of each of the Credit Parties, and each of the Project Agreements, together with all amendments thereto certified by appropriate officers of each of the Credit Parties and delivered to FCC are true and accurate and there are no outstanding proposals to amend any such documents except as permitted in Section 7.2(e). Each of the Credit Parties has delivered to FCC copies of all Material Agreements.

(h) **Material Agreements.**

(i) As at the date hereof, except for the Material Agreements set out in Schedule 6.1(h)(i), each of the Credit Parties is not a party or otherwise subject to or bound or affected by any agreement the breach, non-performance or cancellation of which or the failure of which to renew would reasonably be expected to have a Material Adverse Effect.

(ii) Each of the Material Agreements is in full force and effect, unamended except as permitted by Section 7.2(e) and constitutes a valid and legally binding obligation of each of the parties thereto, enforceable against each such party in accordance with their respective terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court. All obligations and covenants set forth in the Material Agreements required to be met or complied with to the date hereof have been met or complied with except where non-compliance could not reasonably be expected to result in a Material Adverse Effect; and neither of the Credit Parties, nor to the Credit Parties' knowledge, any other party to a Material Agreement, is in default under any of the Material Agreements where such default could reasonably be expected to result in a Material Adverse Effect and, except as disclosed to FCC pursuant to Section 7.1(l), each of the Credit Parties has not received or given any notice of a default, disagreement or dispute under any of the Project Agreements). The only departure from the above paragraph is in the case of the Material Agreements between Hydro One Networks Inc. and Amber Co-Operative Inc. for which the Credit Parties undertake to use commercially reasonable efforts to secure the assignment to SIF Amber (3.5) Projects LP following the execution of this Agreement.

(iii) The Projects are being operated, in all material respects, in compliance with the provisions of the Material Agreements and the Project have been duly authorised by each of the Credit Parties and all necessary approvals of each of the Credit Parties to enter into the Financing Documents and Material Agreements to which it is a party and perform and satisfy its obligations thereunder have been obtained.

(i) **PPAs.**

(i) True and complete copies of the PPAs, together with any amendments, waivers and notices to or from IESO thereunder, have been provided to FCC.

(ii) All of the representations and warranties made by the Borrower to IESO in the applicable PPA were true and correct when made.

(iii) Where applicable, each PPA has been duly and validly assigned to the Borrower in compliance with Application Law and the terms of the PPA, and no authorization or consent of any Person is required in connection with such assignment other than the consent of IESO, which consent has been obtained pursuant to the assignment and novation agreement.

(iv) With respect to Projects part of the FIT Program:

(A) The PPAs are in good standing and no "IESO Event of Default", as defined in the PPAs, has occurred thereunder and the Borrower is in compliance with the PPAs in all respects.

(B) The Borrower is not aware of any events or circumstances which could reasonably be expected to result in an "IESO Event of Default" as such term is defined in the PPAs.

(C) Except as disclosed on Schedule 6.1(i)(iv)(C), no event of Force Majeure in respect of any of the Projects has occurred.

(D) No Person has elected to reduce the Contract Capacity (as defined in the PPAs) in respect of any of the Projects pursuant to the PPAs.

(E) Notice to Proceed (as defined in the PPAs) has been issued by IESO in respect of each Project and the Borrower has provided IESO the Incremental NTP Security (as defined in the PPAs) required for the Projects pursuant to the PPAs.

(v) The Projects meet the eligibility requirements set out in the FIT Rules.

(vi) No portion of the Contract Energy or related products is subject to any agreement or undertaking for the sale, delivery or conveyance thereof other than (i) the PPA, (ii) an agreement with a load customer relating to delivery of Contract Energy, (iii) a sale of Contract Energy to the LDC pursuant to the Retail Settlement Code, or (iv) such other agreement as may be required solely in order to comply with the provisions of the PPA.

(vii) The Borrower is registered under the ETA and has provided notice in writing of its HST registration number to IESO.

(j) **Intellectual Property.** The intellectual property used in connection with the Projects does not and will not infringe, and is not a misappropriation of, any third Person's intellectual property rights in Canada or to the knowledge of the Borrower outside of Canada where such infringement could reasonably be expected to result in a Material Adverse Effect, and as of the date of this Agreement, to the knowledge of the Borrower, no allegations of infringement or notices of misappropriation have been issued by any Person regarding the intellectual property used in connection with the Project. For certainty, no representation or warranty is made by the Borrower as to any equipment purchased by the Borrower in connection with the Projects being non-infringing of any intellectual property right.

(k) **Financial Statements and No Material Adverse Effect.** The financial statements of the Borrower most recently delivered to FCC fairly present in all material respects the financial condition of the Borrower as at such date and the results of its operations for the fiscal period then ended, in accordance with GAAP consistently applied; since the date of such financial statements, there has been no event which could reasonably be expected to result in Material Adverse Effect.

(l) **Litigation**. Other than actions, suits or proceedings claiming solely payment (whether by way of an amount owing, damages or otherwise) of an amount not exceeding $100,000 in the aggregate, there are no actions, suits or proceedings pending or, to the best of the knowledge and belief of the Borrower, threatened against or affecting the Projects, the Borrower, or any respective undertaking, property and assets, at law, in equity or before any arbitrator or before or by any Governmental Authority.

(m) **Project Approvals, etc. and Compliance with Laws**. A complete list of all Project Approvals required to enable the Borrower to carry on its business as now conducted by it and to operate and maintain the Projects and to own, lease and operate its properties to the extent now required having regard to the present status of operation, maintenance, use, occupancy or upkeep and to execute, deliver and perform its obligations under any Financing Documents or Material Agreement to which it is a party is set out in Schedule 6.1(m). Except as set forth in Schedule 6.1(m), all Project Approvals described in Part I of in Schedule 6.1(m) have been duly obtained and issued in the Borrower's name and are currently subsisting and are in full force and effect. Each Project Approval listed in Part II of Schedule 6.1(m) has not yet been obtained but is of a type routinely granted on application, would not normally be obtained at the current stage of construction or operation of the Project and the Borrower has no reason to believe such Project Approvals will not be obtained in the ordinary course. The Borrower and, to the Borrower's knowledge, the O&M Contractor (but solely with respect to the Projects), have complied in all material respects with all terms and provisions presently required to be complied with by them in all such Project Approvals and with all Applicable Law. The only departure from the above paragraph is in the case of the Material Agreements between Hydro One Networks Inc. and Amber Co-Operative Inc. for which the Credit Parties undertake to use commercially reasonable efforts to secure the assignment to SIF Amber (3.5) Projects LP following the execution of this Agreement.

(n) **Environmental Matters**. The Borrower has not generated, stored or Released any Hazardous Substances except in compliance with Environmental Laws. The Borrower has not received notice of any Environmental Claim nor is aware of any facts or circumstances which could reasonably be expected to give rise to any Environmental Claim or any environmental liability. The Projects and other Assets of the Borrower comply with Environmental Law and possess and are operated in compliance with all Environmental Permits. The Borrower has delivered to FCC true and complete copies of all environmental audits, evaluations, assessments, studies or tests relating to the Projects of which the Borrower is aware.

(o) **Ownership of Assets**. The Borrower owns its Assets (including leasehold interests in the Properties) with good and marketable title thereto, free and clear of all Liens other than Permitted Liens. The Borrower does not own any real property and, other than the Solar Project Leases, the Borrower is not bound by any agreement to own or lease any immovable or real property. The Borrower owns or will acquire in the ordinary course all assets and property (real or personal, tangible or intangible) necessary to operate the Projects as contemplated by the Material Agreements, other than any third-party easements required to connect the Projects to the Connection Point.

(p) **Leased Assets**. As of the date hereof, each lease of Assets is in good standing in all material respects and all amounts owing thereunder have been paid by the Borrower except any such amount the payment obligation in respect of which is in *bona fide* dispute for which adequate reserves are being maintained in accordance with GAAP or any lease which is not material to the operations of the Borrower.

(q) **Location of Business**. The property and assets and the principal place of business and chief executive office of the Borrower are all located in the Province of Ontario and in no other jurisdiction. The Borrower does not own or lease any real property in any jurisdiction other than the Province of Ontario.

(r) **No Default or Event of Default**. No Default or Event of Default has occurred and is continuing.

(s) **No Action for Winding-Up or Bankruptcy**. There has been no voluntary or involuntary action taken either by or against the Borrower for winding-up, dissolution, liquidation, bankruptcy, receivership, administration or similar or analogous events in respect of the Borrower of all or any material part of its Assets or revenues.

(t) **Taxes**. The Borrower has filed all tax returns which were required to be filed, paid all Taxes (including interest and penalties) which are due and payable other than any Tax the payment of which is being contested in good faith and for which adequate reserves are being maintained in accordance with GAAP.

(u) **Security**. The security constituted by the Security Documents constitutes a valid and perfected first ranking charge or Lien (subject to Permitted Liens) upon the interests of the Borrower in all of the Assets of the Borrower and its nominees, if applicable, including, without limitation, each of the Project Agreements (excluding Excluded Assets), free and clear of all Liens except Permitted Liens. All necessary registrations, filings or recordings of the Liens or notice or renewals thereof, have been made in all relevant jurisdictions and no further action is necessary in order to establish and perfect the Liens over all of the Assets of the Borrower including the Project Agreements.

(v) **Subsidiaries**. The Borrower has no Subsidiaries and no investment or Equity Securities in any Person other than Permitted Investments.

(w) **Year-End**. The fiscal year end of the Borrower is December 31.

(x) **Insurance**. All policies of fire, liability, workers' compensation, casualty, flood, business interruption for the PV electricity power projects and other forms of insurance owned or held by the Borrower are: (i) sufficient for compliance with all requirements of Applicable Law and the Material Agreements; (ii) are valid, outstanding and enforceable policies; and (iii) provide adequate insurance coverage in at least such amounts and against at least such risks (but including in any event, public liability) as would be prudent for Persons engaged in similar businesses and owning similar properties and assets in the same general areas in which the Borrower operates. All such policies are in full force and effect, all premiums with respect thereto have been paid in accordance with their respective terms, and no notice of cancellation or termination has been received with respect to any such policy. The Borrower does not maintain any formalized self-insurance program with respect to the Project, its Assets or operations or material risks with respect thereto, other than as consented to by FCC. As of the date hereof, the certificates of insurance to be delivered to FCC pursuant to Sections 5.1(i) and 7.1(m) contain accurate and complete descriptions of all policies of insurance owned or held by the Borrower on such date.

(y) **Pension Plans**. The Borrower is not party to and has neither established nor maintains a Pension Plan.

(z) **Sufficiency of Project Agreements**. Other than those that can be reasonably expected to be commercially available when and as required, the Borrower has all rights necessary:

(i) to secure any right material to the acquisition, leasing, development, construction, installation, completion, operation and maintenance of the Projects in accordance with all applicable laws, all without reference to any proprietary information not owned by the Borrower or available (under terms and conditions satisfactory to FCC) to the Borrower under the Project Agreements;

(ii) for the Projects and to enable the applicable Projects to be located, constructed, operated and maintained on the Property; and

(iii) to provide adequate ingress and egress for any reasonable purpose in connection with the Projects under the Project Agreements.

(aa) **Financial Model, Project Costs, etc.** The Borrower has prepared the Financial Model and is responsible for developing the assumptions on which the Financial Model is based. The Financial Model and any amendments to it (i) are based on reasonable assumptions as to all legal and factual matters material to the estimates set forth therein, and (ii) is consistent with the provisions of the Project Agreements, and (iii) indicates that the estimated Project Costs will not exceed funds available to pay Project Costs. As of the date hereof, there are no material Project Costs that are not included in the Financial Model.

(bb) **Construction of Projects**. To the Borrower's best knowledge, all work done on the Projects to the date hereof has been done in a good and workmanlike manner and in accordance with the Project Agreements, Prudent Utility Practices and all applicable laws.

(cc) **Title to Real Property**. A true and complete description of the Properties and all other lands required for the Projects is set forth in Schedule I. The Borrower has valid and enforceable leasehold interests or title to the Properties and all other lands required for the Projects pursuant to the Solar Project Leases, subject only to Permitted Liens.

(dd) **Roads; Access; Transmission Lines**

(i) All roads necessary for the full utilization of the Projects for their intended purposes under the Material Agreements have either been completed or the necessary rights of way therefor have been acquired by the Borrower or its nominees, as applicable, and such rights of way, permits or authorizations are, or, upon the completion of the construction of the Project, will be, and shall remain, in full force and effect.

(ii) all necessary easements, servitudes, rights-of-way, agreements and other rights for the interconnection and utilization of the distribution and transmission lines for the Project have been or, upon the completion of the construction of the Project, will be acquired by the Borrower or its nominee, as applicable.

(ee) **Sufficiency of Real Property Interests**

(i) The Property and other rights granted pursuant to the Material Agreements:

(A) comprise all of the property interests (both real and personal) necessary to secure any right material to the ownership, leasing, interconnection, completion, testing, commissioning, operation and maintenance of the Project in accordance with all Law and the applicable Material Agreements, all without reference to any proprietary information not owned by the Borrower or available (under terms and conditions satisfactory to FCC) to the Borrower under the Material Agreements;

(B) constitute all rights of occupation, easements, rights of way and other real property interests required for the location, interconnection, ownership, maintenance and operation of the Project in accordance with all applicable laws and the Material Agreements, and all of the same are sufficient to enable the Project to be located, operated and maintained on the Properties; and

(C) provide adequate ingress and egress for any reasonable purpose in connection with the interconnection, operation and maintenance of the Project in accordance with the Material Agreement.

(ii) There are no material services, materials or rights required for the interconnection, operation or maintenance of the Project in accordance with the Material Agreements, the plans and specifications, from and after the completion of the construction of the Project by the Borrower.

(ff) **Zoning and Expropriation.** Neither the Borrower, nor to the Borrower's best knowledge any lessor under Solar Project Leases, has received notice of any proposed rezoning of all or any part of the Properties nor any notice of any expropriation of all or any part of the Properties.

(gg) **Aboriginal Claims.** The Borrower is not aware of, and the Borrower has not received notice of, any assertion by any aboriginal person or group, or any person acting on behalf of any aboriginal person or group, by virtue of its aboriginal status, of:

(i) any claim or proceeding against any property of the Projects, the Borrower or any IESO, LDC and each other Person party to a Material Agreement which has material obligations thereunder;

(ii) any right, title, benefit or interest in any real property held by the Projects or the Borrower;

(iii) any claim of jurisdiction over any business of the Projects or the Borrower or any interest in real property held by the Project or the Borrower; or

(iv) any right to be consulted with respect to any use, development or improvement of any interest in real property held by the Projects or the Borrower,

and the Borrower is not aware of and the Borrower has not received, in relation to the properties on which the Projects will be constructed, any notice of: (A) the existence or potential existence of any aboriginal archaeological, burial, cultural or heritage sites; (B) any actual or alleged interference with aboriginal rights or treaty rights; or (C) any specific or comprehensive claims, which, in any of the above cases, would reasonably be expected to result in a Material Adverse Effect or is not of a general, non-specific nature or generally known to the public in the Province of Ontario and the Borrower has disclosed to FCC all written correspondence, notices, minutes of meetings and other documents received by the Borrower from or involving any aboriginal person or group or any person acting on behalf of any aboriginal person or group relating to any such claim, proceeding, conflict or controversy which could reasonably be expected to result in a Material Adverse Effect.

(hh) **Disclosure**. To the best knowledge of the Borrower after due inquiry, neither this Agreement, nor any Financing Document nor any certificate furnished to FCC or the Independent Engineer by the Borrower or on behalf of the Borrower, in connection with the transactions contemplated by this Agreement, the other Project Agreements or the Project, taking into account documentation furnished to FCC or to the Independent Engineer on or prior to the date hereof (such information to be taken as a whole, including, without limitation, updated or supplemented information), contains any untrue statement of a fact or omits to state a fact necessary in order to make the statements contained herein or therein not materially misleading under the circumstances in which they were made at the time such statements were made. There is no fact known to the Borrower which the Borrower has not disclosed to FCC in writing which could reasonably be expected to have a Material Adverse Effect.

The representations and warranties set out in this Section 6.1 shall survive the execution and delivery of this Agreement and the making of any Advances notwithstanding any investigations or examinations which may be made by FCC, its advisors or its counsel.

ARTICLE 7
COVENANTS

7.1 Affirmative Covenants

The Borrower covenants and agrees with FCC that, unless FCC otherwise consents in writing, so long as FCC has any obligation to make the Credit Facility available, any Advances are outstanding or the Borrower has any obligations under this Agreement:

(a) **Financial Reporting**. The Borrower shall deliver, or cause to be delivered, to FCC:

(i) within 120 days after the end of each Fiscal Year of the Borrower (commencing with the Fiscal Year ending December 31, 2016), the review engagement standalone financial statements of the Borrower for such year prepared in accordance with GAAP consisting of a balance sheet, a statement of income and a statement of changes in financial position, setting forth the corresponding figures for the previous Fiscal Year in comparative form, together with the report thereon of an independent auditor of recognized national standing and a

Compliance Certificate for such Financial Year calculated based upon those financial statements;

(ii) together with the financial statements delivered pursuant to Section 7.1(a)(i), a certificate of an officer of the Borrower to the effect that the information contained in such statements is prepared and presented in accordance with GAAP as then in effect and in a manner consistent with the past practices of the Borrower, and that such financial statements are accurate and complete in all material respects, subject to normal year-end audit adjustments in the case of unaudited financial statements, and present fairly in all material respects the results of operations and changes in the financial position of the Borrower, as of and to the date of such financial statements and stating that the Borrower is in compliance with the covenants set forth in Article 7 and providing a calculation of compliance with the financial covenants set forth in Section 7.6, that each of the representations and warranties of the Borrower set forth in Section 6.1 is true and correct in all material respects by reference to the facts and circumstances existing on the date of such certificate unless stated to be made as of a specified date, which date is acceptable to FCC (or specifying inaccuracies therein) and that no Default or Event of Default has occurred and is continuing (or specifying such non-compliance or Default or Event of Default and stating what action, if any, the Borrower is taking in connection therewith) and providing details of any Restricted Payments and a calculation of compliance with the financial ratio set forth in Section 7.6 after giving effect to such Restricted Payments; and

(iii) within 120 days after the end of each fiscal year of Amber Energy Co-operative Inc., the most recent annual notice to reader financial statements on a standalone basis for Amber Energy Co-operative Inc..

(b) **Additional Reporting Requirement**. The Borrower shall deliver or cause to be delivered to FCC all written reports delivered to the Borrower by the O&M Contractor pursuant to the terms of the O&M Agreement which are material to the Borrower's business or the O&M Agreement, within five Business Days of such report being delivered to the Borrower from the O&M Contractor.

(c) **Financial Model**. The Borrower shall annually deliver to FCC, within 30 days of the end of the Borrower's Fiscal Year, an updated Financial Model that shall, *inter alia*:

(i) contain a detailed breakdown of all obligations undertaken by the Borrower in respect of the Projects;

(ii) provide the current forecast of the Project Costs to achieve Completion of all Projects (if applicable);

(iii) contain a detailed breakdown of Project Revenues, including electricity production (if applicable);

(iv) other than to an immaterial extent, reflect the differences between the matters set out in such Financial Model and the current Financial Model; and

(v) contain a detailed breakdown of all Lease Payments in respect of each Solar Project Lease.

(d) **Status.** The Borrower will remain a partnership and the Guarantor will remain a corporation duly organized and validly subsisting under the laws of the Province of Ontario registered or otherwise qualified in all material respects to carry on business in each jurisdiction where necessary to conduct its business.

(e) **Prompt Payment**. The Borrower will duly and punctually pay all sums of money due and payable by it under, and otherwise perform the terms of this Agreement, the Project Agreement and any other Financing Document at the time and place and in the manner provided herein and therein.

(f) **Accounts**. The Borrower shall maintain all Accounts and shall deposit all funds received by it (including all funds received from IESO or an LDC) into such Accounts in accordance with Section 7.3.

(g) **Use of Proceeds**. The Borrower shall use the proceeds of Advances solely for the purposes specified in Section 2.2.

(h) **Conduct of Business**. The Borrower shall manage its business in a proper, prudent and efficient manner in all material respects and in a manner which will not have a Material Adverse Effect.

(i) **Maintenance of Assets**. The Borrower will maintain and preserve all of its Assets in all material respects that are necessary for the conduct of its business in good working order and condition, ordinary wear and tear excepted, in accordance with prudent industry standards (including Prudent Utility Standards).

(j) **Defend Title**. The Borrower will defend the title of its Assets against the claims and demands of all Persons other than FCC and those arising from Permitted Liens.

(k) **Notice of Event of Default**. The Borrower will deliver to FCC, forthwith upon becoming aware of any Default or Event of Default, an Officer's Certificate specifying such Default or Event of Default together with a statement of an officer setting forth details of such Default or Event of Default and the action which has been, or is proposed to be, taken with respect thereto.

(l) **Independent Engineer Reports.** The Borrower shall promptly provide FCC with a copy of any report of the Independent Engineer made available to the Borrower which has not already been made available to FCC.

(m) **Other Notifications**. The Borrower shall notify FCC of (and if applicable provide to FCC copies of such documents):

(i) any change in the name or jurisdiction of incorporation or organization of the Borrower and of any change in the location of the registered office or chief executive office or material assets of either of them which are subject to a Lien in favour of FCC promptly and in any event at least fifteen (15) Business Days prior to any such change;

(ii) any actions, suits or proceedings of which it becomes aware which are pending against or, to the best of its information, knowledge and belief, affecting the Borrower or any of its undertaking, property and assets at law, in equity or before any arbitrator or before or by any Governmental Authority in respect of which the Borrower determines acting reasonably and in good faith that there is a reasonable possibility of a determination which could, if determined adversely, reasonably be expected to have a Material Adverse Effect promptly and in any event within three (3) Business Days of becoming so aware;

(iii) any proposed material amendment to a Material Agreement or the Plans and Specifications, promptly and in any event at least fifteen (15) Business Days prior to such amendment being entered into;

(iv) the occurrence of any event of which it becomes aware resulting in Force Majeure under the PPA or any similar event under any of the other Project Agreements, promptly and in any event within three (3) Business Day of becoming so aware;

(v) the occurrence of any proceeding of which it becomes aware for the expropriation of any Assets of the Borrower or any Property, promptly and in any event within three (3) Business Day of becoming so aware;

(vi) any cancellation or material change in the limits, coverages or amounts of any insurance required by this Agreement, promptly and in any event within three (3) Business Days of becoming aware of such change;

(vii) any notices received from IESO or an LDC with respect to the Projects pursuant to the PPA and the Connection Agreements (as applicable), promptly and in any event within three (3) Business Days of receipt thereof;

(viii) the setting off of any amounts in excess of $100,000 owed by IESO to the Borrower against any amounts owed by the Borrower to IESO;

(ix) any dispute, alleged default or event which could cause or which could permit any Person to terminate a Material Agreement, promptly and in any event within three (3) Business Days of becoming aware of such event;

(x) any material change to the Financial Model or schedule for the construction of the Project or projected delay in Completion or material change in requirements for Completion, promptly and in any event within three (3) Business Days of becoming aware of such event;

(xi) any default under, or notice of default which has not been waived and any cure periods for which have lapsed, received or issued by the Borrower under, the Project Agreement, setting forth the details of the same and the action that the Borrower has taken and proposes to take with respect thereto, promptly but in any event within one (1) Business Day after the Borrower obtains knowledge or becomes aware thereof;

(xii) any pending or threatened litigation, arbitration, other proceedings or award of damages against the Borrower or with respect to the Project or any of the Borrower's Assets, which if adversely determined could be reasonably likely to have a Material Adverse Effect, setting forth the details of the same and the action that the Borrower has taken and proposes to take with respect thereto, promptly but in any event within three (3) Business Days after the Borrower obtains knowledge or becomes aware thereof;

(xiii) any event which has caused a Material Adverse Effect setting forth the details of the same and the action that the Borrower has taken and proposes to take with respect thereto, promptly but in any event within three (3) Business Days after the Borrower obtains knowledge or becomes aware thereof;

(xiv) prior to the Commercial Operation Date of all Projects, within thirty (30) days after the end of each calendar month, a report in respect of such calendar month setting out in reasonable detail:

(A) progress made against the construction schedule;

(B) the reasons for any material delays or cost overruns;

(C) expenditures reconciled against the Financial Model, together with an explanation for any material deviations therefrom; and

(D) such other matters as are contemplated by the reporting requirements of the PIA Contractor under the PIA.

(xv) the date of Completion and the Commercial Operation Date of each Project as confirmed by the issuance of a contract from IESO for each Project;

(xvi) promptly, such information and documents (including copies of receipts, invoices, Lien waivers, affidavits, statutory declarations and other documents) within the Borrower's possession (and use commercially reasonable efforts to obtain any such information and documents which the Borrower is entitled to receive under the PIA) relating to Project Costs under the PIA (including amounts claimed by, or due or to become due to, the PIA Contractor, any subcontractor or any other Person entitled to payment thereunder) and any Liens that may have been registered, filed or made against the Borrower's interest in the Projects or the Collateral, or in respect of which notice has been given to FCC, in each case, as FCC may reasonably request;

(xvii) promptly (but in any event within five (5) Business Days thereof) notice of the receipt by the Borrower of any allegations of infringement or receipt of any notice of misappropriation being issued by any Person regarding any intellectual property used in connection with the Project;

(xviii) promptly after the occurrence thereof, notice of the receipt of any notice from, or the taking of any other action by, any landlord or mortgagee of any Property subject to a Solar Project Lease, in each case with respect to the existence of any rental arrears or an actual or alleged failure to pay any rent or other default under the applicable Solar Project Lease, together with particulars in reasonable detail specifying the notice given or other action taken by such landlord or mortgagee and the nature of the claimed default and what action the Borrower is taking or proposes to take with respect thereto, and

(xix) such other matters or information respecting the business, condition (financial or otherwise), operations, performance, properties or prospects of the Borrower or the Projects as FCC may from time to time reasonably request.

(n) **Removal of Liens.** Promptly upon receipt of written notice of or otherwise becoming aware that there is a preserved or perfected Lien (other than a Permitted Lien) against the Projects or part thereof, or upon receiving notice from FCC that FCC has received "written notice of a lien" (as that term is defined in the CLA) relating to the Project, the Borrower shall discharge or cause to be discharged such lien or cause to be withdrawn such "written notice of a lien", in either case as soon as reasonably possible and in any event prior to the next Drawdown of an Advance.

(o) **Compliance with Applicable Laws.** The Borrower shall comply with all Applicable Laws, except in each case where any non-compliance could not reasonably be expected to have a Material Adverse Effect.

(p) **Necessary Authorizations.** The Borrower shall obtain (as and when required), maintain in full force and effect and, where applicable, renew and comply in all material respects with the terms of all material Authorizations from, and make such filings with, any Governmental Authority as may be necessary to carry on the Projects and its business, to own, lease and operate its properties and to enable it to enter into and perform its obligations under each of the Financing Documents and each of the Material Agreements and to render each Financing Document and each Material Agreement legal, valid, binding and enforceable.

(q) **Environmental.** The Borrower shall: (i) at all times ensure material compliance with Environmental Law; (ii) not to Release any Hazardous Substances, nor to permit same, at any time in material violation of Environmental Law; (iii) promptly notify FCC of: (a) any Release of any Hazardous Substances at, on or from the Assets of the Borrower in material violation of any Environmental Law; (b) any Environmental Claim received by the Borrower of or relating to any material violation of any Environmental Law; and (c) any facts or circumstances which could reasonably be expected to give rise to a material Environmental Claim, material compliance costs, material remedial action or material breach of any Environmental Law; (iv) remove promptly any Hazardous Substance from the Assets of the Borrower where failure to do so could reasonably be expected to have a Material Adverse Effect; (v) provide FCC with any assessment and/or audit report if such report has been required by any Governmental Authorities; and (vi) permit FCC and the Independent Engineer to, at their sole discretion, at the expense of the Borrower, conduct such investigations, assessments or audits as FCC or the Independent Engineer in its reasonable discretion deems appropriate to confirm compliance with the foregoing, and the Borrower shall cooperate with FCC and the Independent Engineer in conducting such investigations, assessments and audits. FCC and its officers, employees, agents and contractors (including, without limitation, the Independent Engineer) shall have and are hereby granted the right to enter upon and inspect the Assets of any of the Borrower for the foregoing purposes; provided that FCC shall use reasonable commercial efforts to minimize the disruption to the operation of the Projects and shall indemnify the Borrower for claims, losses, liabilities, suits and damages arising from damage to tangible property or bodily injury caused by FCC and its officers, employees, agents and contractors, other than the Independent Engineer.

(r) **Payment of Taxes.** The Borrower shall pay or cause to be paid, when due, all Taxes, property taxes, business taxes, social security premiums, assessments and governmental charges or levies imposed upon it or upon its income, sales, capital or profit or any property belonging to it unless any such Tax, social security premiums, assessment, charge or levy is contested by it in good faith with appropriate reserves, and to collect and remit when due all payroll and withholding taxes.

(s) **Timely and Accurate Input Tax Credit Claims.** The Borrower:

(i) is registered for HST purposes and will continue to be registered for HST purposes;

(ii) has a valid HST registration number of 740 135 926 RT0001;

(iii) has a reporting period for HST purposes of the calendar month, and will continue to have the calendar month as its reporting period for such purposes; and

(iv) will promptly comply with all requests of the Canada Revenue Agency for documentary support or other information respecting input tax credit claims made by it or other HST filings.

(t) **Insurance.** The Borrower shall maintain the insurances of the types and amounts, and with such insurance companies, as are required by this Agreement (including, without limitation, standard PV electricity power project policies with additional specialist protection as reasonably required by FCC) and shall cause FCC to be endorsed as the first loss payee on such policies of insurance for loss of property (including any resulting loss of revenues) in respect of all of its property and FCC, and FCC as an additional insured under all property and liability policies (with the exception of workers compensation) and provide a waiver of subrogation in its favour.

(u) **Visitation and Inspection Rights.**

(i) The Borrower shall permit FCC and the Independent Engineer, at any reasonable time or times, within normal business hours, following reasonable notice to the Borrower, to visit the Borrower's offices and examine and make copies of and abstracts from the books and records of the Borrower.

(ii) The Borrower shall permit the Independent Engineer, at the Borrower's cost and expense and in accordance with the IE Agreement, and any other authorized representatives of FCC, upon reasonable prior written notice and at reasonable times (in the case of any location which is subject to a Solar Project Lease such prior written notice shall be 48 hours to the applicable landlord), to carry out technical inspections of the Projects both prior to and following the Completion of a Project (including, for greater certainty, those Projects located on any Property which is subject to a Solar Project Lease); provided that such inspections shall be carried out in a manner that does not unreasonably disrupt the Projects and are in compliance with all generally applicable health, safety and security procedures and Applicable Law and that FCC shall indemnify the Borrower for claims, losses, liabilities, suits and damages arising from damage to tangible property or bodily injury caused by FCC and its officers, employees, agents and contractors other than the Independent Engineer.

(v) **Keeping of Books.** The Borrower shall keep proper books of record and account, in which full and correct entries shall be made of all financial transactions and the Assets and business of the Borrower in accordance with GAAP consistently applied.

(w) **Compliance with Project Agreements and Other Material Agreements.** The Borrower shall comply in all respects and perform its obligations under all Project Agreements and the Borrower shall comply in all respects and perform its obligations under all other Material Agreements except if the non-compliance or non-performance of obligations thereunder could reasonably be expected to have a Material Adverse Effect.

(x) **Enforcement of Material Agreements.** The Borrower shall, when it is in the best interests of the Projects to do so, enforce its rights under the Material Agreements in accordance with its terms.

(y) **PPAs.** The Borrower shall ensure that:

(i) no portion of the Contract Energy or related products is subject to any agreement or undertaking for the sale, delivery or conveyance thereof other than (A) the PPA, (B) an agreement with a load customer relating to delivery of contract energy, (C) a sale of Contract Energy to the LDC pursuant to the Retail Settlement Code, or (D) such other agreement as may be required solely in order to comply with the provisions of the PPAs; and

(ii) at all times it is registered for HST purposes under Part IX of the ETA and that IESO has notice in writing of its HST registration number.

(z) **New Material Agreements.** If the Borrower enters into a Material Agreement after the date of this Agreement, the Borrower will, at least fifteen (15) Business Days prior to entering into such Material Agreement, ensure that the form and substance of such proposed Material Agreement is satisfactory to FCC, acting reasonably, and, upon execution and delivery of such Material Agreement, shall provide a copy thereof to FCC, together with a specific assignment, and any consent required to permit the Borrower to assign by way of security, any such Material Agreement to FCC. The Borrower shall deliver the final operations and maintenance manual for the Projects to the Independent Engineer, with a copy to FCC, promptly upon receipt from the PIA Contractor.

(aa) **Cooperation.** Subject to appropriate confidentiality agreements being entered into if required, the Borrower at all times shall cooperate fully with the Independent Engineer and with any other consultant appointed by FCC from time to time in supplying all information and performing all necessary acts in order to permit the Independent Engineer and any other consultant to prepare and deliver any report reasonably requested by FCC in a timely fashion and in compliance with the requirements for any such report.

(bb) **Use of Insurance Proceeds.** If the Borrower receives proceeds from policies of insurance in respect of any of its assets in respect of which a security interest has been granted pursuant to the Security Documents, such proceeds shall be used, or committed to be used, in either case within 180 days, to repair or replace the assets in respect of which the insurance proceeds were received or, at the option of the Borrower or if not so used or committed, shall be treated as proceeds of disposition of assets and shall be applied to repayment of the Credit Facility as contemplated by Section 2.5(b).

(cc) **Perfection of Security**. The Borrower shall provide FCC with such assistance and do such things as may be required or as FCC may from time to time reasonably request so that the Security Documents will be and remain registered, recorded or filed from time to time in such manner and in such places as may in the reasonable opinion of FCC be necessary to perfect the Liens constituted thereby.

(dd) **Ranking.** The Borrower shall ensure that the Obligations under the Financing Documents at all times shall rank as senior secured obligations in priority in right of payment to all other obligations of the Borrower (other than those obligations that are secured by a Permitted Lien)

(ee) **Intellectual Property**. The Borrower shall maintain in full force and effect all material intellectual property rights of the Borrower necessary for the Project, and use reasonable efforts to maintain in full force and effect licences for other intellectual property rights required for the Project.

(ff) **Repair**. If any part of any Projects is damaged or destroyed, if reconstruction, restoration or repair is required pursuant to the terms of any of the Project Agreements, or if reconstruction, restoration or repair of the damaged or destroyed property is necessary in order that such damage or destruction does not materially and adversely affect the use of the Projects for its intended purpose or the completion by the Borrower of its obligations under the Project Agreements or the ability of the Borrower to comply with its obligations under this Agreement or the other Financing Documents, then, if commercially reasonable, the Borrower shall reconstruct, restore or repair the damaged or destroyed property.

(gg) **Completion.** The Borrower shall ensure that Completion with respect to the Projects shall occur on or before June 13, 2018.

(hh) **Construction.** The Borrower shall use commercially reasonable efforts to ensure that all work done on the Projects is done in accordance with the PIA, the other Project Agreements and Prudent Utility Practices and the most recently delivered Financial Model.

(ii) **Amendments, Change Orders, Completion.** Unless compliance hereof is waived in writing by FCC, the Borrower shall not direct or consent to any change notice under the PIA if such change order:

(i) will increase the Project Costs (exclusive of increases reimbursed by insurance awards, condemnation or expropriation awards or contractual damage awards) in excess of the amount of additional Capital Contributions made by the partners to fund such increase;

(ii) could reasonably be expected to permit or result in any material adverse modification of, or impair the enforceability of any warranty under the PIA, or materially delay Completion;

(iii) could reasonably be expected to materially impair or reduce the ability of the Projects to meet the minimum DSCR set forth in Section 7.6;

(iv) is not permitted by any other Material Agreement or could reasonably be expected to have a Material Adverse Effect or materially increase any obligation of the Borrower under any Material Agreement;

(v) could reasonably be expected to present a significant risk of the revocation or material modification of any Authorization held by the Borrower; or

(vi) could reasonably be expected to cause the Projects not to comply or lessen the Projects' ability to comply with Applicable Law, in any material respect.

(jj) **Operation of Projects and Compliance with Annual Financial Model.**

(i) Subject to Force Majeure, the Borrower shall keep and operate the Projects, or cause the same to be kept and operated, in good operating condition consistent (i) with Prudent Utility Practices, and (ii) in all material respects with (x) all Project Approvals, (y) all applicable laws, and (z) all applicable requirements of the Project Agreements. In addition, the Borrower will also make or cause to be made all repairs (structural and non-structural, extraordinary or ordinary) necessary to keep and operate the Projects in such condition.

(ii) The Borrower shall operate and maintain the Projects, or cause the Projects to be operated and maintained, in all material respects, including deposits to Reserve Accounts, within the Financial Model as approved on an annual basis and delivered pursuant to Section 7.1(c); provided, however, that the annual operating Financial Model may be amended with FCC's prior written consent, which shall not be unreasonably withheld or delayed, and in such event the Borrower shall operate and maintain the Projects, or cause the Projects to be operated and maintained, in all material respects, within the Financial Model as so amended. If FCC does not approve an annual operating Financial Model, (if such approval is required under the terms of this Agreement) FCC shall notify the Borrower of the items which are disapproved and the reason for such disapproval, and until such annual operating Financial Model is so approved, the annual operating Financial Model most recently in effect shall continue to apply, except that any items of the then-proposed annual operating Financial Model that have been approved shall be given effect in substitution of the corresponding items in the animal operating Financial Model most recently in effect.

(iii) The Borrower shall ensure that the operation and performance of the Projects is monitored and tested in accordance with the requirements of the O&M Agreement and the IE Agreement, and shall provide a detailed report of the results of such monitoring and testing to FCC.

(kk) **Preservation of Rights; Further Assurances.** The Borrower shall:

(i) Preserve, protect and defend in all material respects the rights of the Borrower under each and every Project Agreement, including, if appropriate, prosecution of suits to enforce any right of the Borrower thereunder and enforcement of any claims with respect thereto.

(ii) From time to time as reasonably requested by FCC, execute, record, register, deliver and/or file all such notices, statements, instruments and other documents (including any memorandum of lease or other agreement, financing statement, continuation statement, fixture filing, or estoppel certificate), execute such acknowledgements relating to the Debt and other Obligations of the Borrower stating the interest and charges then due and any known defaults, and take such other steps as may be necessary or advisable to render fully valid and enforceable under all Applicable Laws, the rights, Liens and priorities of FCC with respect to all Collateral and other security from time to time furnished under this Agreement and the other Financing Documents or intended to be so furnished, in each case in such form and at such times as shall be reasonably satisfactory to FCC, and pay all reasonable fees and expenses (including attorneys' fees) incidental to compliance with this Section 7.1(kk).

(iii) If the Borrower shall at any time acquire any real property, servitude or other such interest in real property not charged by the Security Documents, promptly upon acquisition, notify FCC and, if requested by FCC, execute, deliver and record a supplement to the Security Documents, reasonably satisfactory in form and substance to FCC, subjecting such real property or leasehold, easement or other interests to the Lien and security interest created by the Security Documents.

(ll) **Taxes, Other Government Charges and Utility Charges**. The Borrower shall pay, or cause to be paid, as and when due and prior to delinquency, all Taxes, assessments and governmental charges of any kind that may at any time be lawfully assessed or levied against or with respect to the Borrower or the Project, all utility and other charges incurred in the construction, operation, maintenance, use, occupancy and upkeep of the Projects, and all assessments and charges lawfully made by any Governmental Authority for public improvements that may be secured by a Lien on the Projects. However, the Borrower may contest in good faith any such taxes, assessments and other charges and, in such event, may permit the taxes, assessments or other charges so contested to remain unpaid during any period, including appeals, when the Borrower is in good faith contesting the same, so long as, (i) reserves reasonably satisfactory to FCC have been established in an amount sufficient to pay any such taxes, assessments or other charges, accrued interest thereon and potential penalties or other costs relating thereto, or other adequate provision for the payment thereof shall have been made; (ii) enforcement of the contested tax, assessment or other charge is effectively stayed for the entire duration of such contest; and (iii) any tax, assessment or other charge determined to be due, together with any interest or penalties thereon, is paid when due after resolution of such contest.

(mm) **Compliance with Laws, Instruments, etc**. The Borrower shall, at its expense, within such time as may be required by Applicable Law (i) comply, or cause compliance, with all Applicable Law where non-compliance could reasonably be expected to result in a Material Adverse Effect, whether or not compliance therewith shall require structural changes in the Projects or any part thereof or require major changes in operational practices or interfere with the use and enjoyment of the Projects or any part thereof; and (ii) procure, maintain and comply with, or cause to be procured, maintained and complied with, in all material respects, all Project Approvals required for the Projects or any part thereof, then being made or contemplated by the Material Agreements, except that the Borrower may, at its expense, contest by appropriate proceedings conducted in good faith the validity or application of any such Applicable Law, provided that (A) neither FCC nor the Borrower would be subject to any civil, statutory, penal or criminal liability for failure to comply therewith, (which, in the case of the Borrower only, would be sufficient to cause an Event of Default hereunder), and (B) all proceedings to enforce such Applicable Law against FCC, the Borrower, or the Projects or any part of any of the Projects, shall have been duly and effectively stayed during the entire pendency of such contest. Notwithstanding the generality of the foregoing: (1) within such time and as may be required by Applicable Law, procure the transfer or re-issuance, in the name of the Borrower, of all Project Approvals set out in Schedule 6.1(m) attached hereto; (2) comply, or cause compliance with all conditions and mitigation measures set out in Schedule 6.1(m), if required by Applicable Law; (3) within such time and as may be required by Applicable Law, procure all additional Project Approvals set out in Schedule 6.1(m); and (4) within such time and as may be required by Applicable Law, procure any modification to the Project Approval to take into account changes in the Project.

(nn) **Construction of Project**. The Borrower shall use commercially reasonable efforts to ensure that all work done on the Projects is done in a good and workmanlike manner and in accordance with the PIA and Prudent Utility Practices. The Borrower shall make or cause to be made all contracts and do or cause to be done all things necessary for the acquisition, construction, expansion, improvement, equipping and Completion of the Projects and cause the Projects to be constructed, expanded, improved and equipped to achieve Completion in all material respects with the Plans and Specifications, the PIA, the PPA and the Financial Model. Without limiting the generality of the foregoing, the Borrower shall diligently pursue and enforce, in all material respects, all of its rights and remedies under the PIA and any other contracts or agreements related to the construction of the Projects and shall ensure that each Project is constructed substantially in accordance with all such contracts and agreements, to the extent applicable.

(oo) **Incentive/Rebates**. The Borrower shall prepare all materials required in order to pursue and obtain any incentives or rebates provided by any applicable Governmental Authorities applicable to the Projects, and shall use all commercial efforts to pursue and obtain all such incentives or rebates; provided that the Borrower believes in good faith and acting reasonably that it qualifies for and could obtain such incentives or rebates on a reasonable basis, giving consideration to the quantum of such incentives or rebates and the time, effort and cost that would be involved to obtain them.

(pp) **Maintain Title**. The Borrower shall maintain and defend (or shall cause its nominee to maintain and defend) (a) all of its right, title, interest, claim, benefit, entitlement and privilege in the Properties pursuant to the Solar Project Leases free and clear of all Liens, encumbrances or other exceptions to title other than Permitted Liens, and (b) a good and valid enforceable title to all of its other assets, rights and properties, real and personal, present and future and, wherever situated, subject only to Permitted Liens. The Borrower shall take or cause to be taken all action necessary or desirable to maintain and preserve the Lien of the applicable Security Documents and the first-ranking priority thereof in accordance with the terms of the Security Documents, subject to any Permitted Liens.

(qq) **Solar Project Leases**. The Borrower agrees to perform all of its obligations under the Solar Project Leases, notify FCC of any default under any Solar Project Lease by the lessor thereunder forthwith upon becoming aware of any such default and notify FCC of the receipt by the Borrower of any notice of default under the Solar Project Leases given by the lessor thereunder by providing to FCC a copy of any such notice received by the Borrower forthwith upon receipt. The Borrower agrees to provide to FCC promptly upon request by FCC any and all information concerning the performance by the Borrower of its covenants under the Solar Project Leases and shall permit FCC or its representative to make investigations concerning the performance by the Borrower of its covenants under the Solar Project Leases.

7.2 Negative Covenants

The Borrower covenants and agrees with FCC that, unless FCC otherwise consent in writing, so long as FCC have any obligation to make the Credit Facility available, any Advances are outstanding or the Borrower has any obligations under this Agreement:

(a) **No Merger, Amalgamation, etc.** The Borrower shall not, directly or indirectly, sell, lease, transfer, assign, convey or otherwise dispose of any interest in any Project as a whole or all or substantially all of its Assets, and the Borrower will not merge or amalgamate pursuant to statutory authority or otherwise with any other Person.

(b) **General Partner.** The Borrower shall not become a partner or general partner of any partnership or limited partnership or acquire or hold any Equity Securities in any unlimited company.

(c) **Restriction on Disposition of Assets.** The Borrower shall not sell, assign, transfer, lease, convey, mortgage, pledge or otherwise dispose of any interest in any Project as a whole or any property, assets or investments, or grant any option or other right to purchase, lease or otherwise acquire any material assets, other than the sale of electricity and related products under the PPA and the sale or disposition of damaged or obsolescent equipment which the Borrower is replacing or is no longer useful in the business, in each case in the ordinary course of business.

(d) **Negative Pledge.** The Borrower shall not create, incur, assume or permit to exist any Lien, other than Permitted Liens, on any of its property, undertaking or assets now owned or hereafter acquired, or sign or file or suffer to exist under the PPSA or similar legislation of any jurisdiction, a financing statement that names the Borrower as debtor, or sign or suffer to exist, any security agreement authorizing any secured creditor thereunder to file such financing statement, or assign any accounts or other right to receive income, except as may be required in relation to Permitted Liens.

(e) **Restriction on Amendment of Material Agreements, etc.** The Borrower shall not amend, restate, supplement or otherwise modify, waive or release, cancel or terminate, or give any consent or approval to any amendment or modification to, or waiver, release, cancellation or termination in respect of, any of the plans and specifications, Project Agreements or any other Material Agreement except for non-material amendments which could not have a Material Adverse Effect. The Borrower shall not enter into any new Material Agreement other than any renewal of an existing written contract or equivalent on more favourable terms to the Borrower and other than any other written agreements, contracts, instruments or other undertakings and/or arrangements in the aggregate requiring payment by the Borrower of not more than $150,000 in any Fiscal Year and which is contemplated in the Financial Model and provided that, in either case, the making of such agreements, contracts, instruments or other undertakings and/or arrangements or the performance of their respective terms could not otherwise have a Material Adverse Effect or result in the occurrence of a Default.

(f) **Restriction on Non-Arm's Length Transactions.** The Borrower shall not enter into any transaction or agreement with any Person which is not at Arm's Length with the

Borrower other than the O&M Agreement, the PIA, the Solar Project Leases and the GP Management Agreement, unless such transaction or agreement is on terms no less favourable to the Borrower as would be obtainable in a comparable transaction with a Person which is at Arm's Length with the Borrower.

(g) **Restriction on Debt and Other Liabilities.** The Borrower shall not create, incur, assume or suffer to exist any Debt other than Permitted Debt. The Borrower will not make any expenditure or enter into any commitment or investment where the amount of such expenditure, commitment or investment is not included in, or is in an amount in excess of the amount included in, the Financial Model without the prior consent of FCC.

(h) **Restriction on Investments.** The Borrower shall not, directly or indirectly, make or hold any investment in, advances to, capital contributions to, loans to or Guarantees to, or give any financial assistance to or for the benefit of any Person, or make any acquisition of any Equity Securities, property or other assets of any Person, or enter into any joint venture, consortium, partnership or similar arrangement with any Person, except (i) by way of deposit or advance in relation to the purchase of goods, chattels and equipment for the Projects, or the investing of cash on hand in Permitted Investments, in each case as part of or as ancillary to the ordinary course of business, or (ii) with funds on deposit in the Distribution Account and available for distribution pursuant to Section 7.3(c).

(i) **Restriction on Change of Business.** The Borrower shall not, either directly or indirectly, enter into or carry on any business other than the design, building, financing and operation, maintenance, use, occupancy and upkeep of the Projects or incidental to such business or expand the business beyond the Projects without the prior written consent of FCC.

(j) **Restricted Payments.** The Borrower shall not declare, pay or make any Restricted Payment except:

(i) after the Completion of all the Projects, transfers of funds to the Distribution Account in accordance with Section 7.3(c) in respect of and only to the extent of, funds then on deposit in, and permitted to be distributed from the Distribution Account in accordance with Section 7.3(c); and

(ii) provided that: (I) no Event of Default has occurred and is continuing, and (II) FCC has not demanded repayment of the Obligations, payments to:

(A) the Guarantor in respect of its costs and expenses incurred in respect of the Project, not in advance;

(B) the O&M Contractor to a maximum of 3% of the Project's revenue payable on a quarterly basis, not in advance ("**Solar Service Fee**"); and

(C) the Solar Income Fund Inc. in respect of its management services fee of $18 per kw/DC pertaining to the Projects, paid monthly, not in advance ("**Management Incentive Fee**").

(k) **Restriction on Transfers of Ownership Interest.** The Borrower shall not permit any additional Equity Securities or other ownership interest ("**Ownership**") in the Borrower to be issued or any existing Equity Securities or Ownership in the Borrower to be transferred without FCC's written consent. Where FCC, in its sole discretion, determines that the purchaser of said Equity Securities meets FCC's credit and 'Know Your Client' requirements, FCC will not unreasonably withhold its written consent.

(l) **Restriction on Sale and Leasebacks and Securitizations**. The Borrower shall not enter into sale and leaseback transactions, securitization transactions or other similar transactions.

(m) **No Change in Accounting Treatment or Reporting Practices**. The Borrower shall not make any material change in its accounting or reporting or financial reporting practices, except as required or preferred by GAAP accounting standards or by Applicable Law and which changes are disclosed in writing to FCC. The Borrower shall not change its financial year end from December 31 or make or permit any change in its auditors; provided that it may change its auditors so long as the replacement auditors are an internationally recognized firm of independent public or chartered accountants.

(n) **Modifications to Constituent Documents**. The Borrower shall not amend, modify, waive or release, or give any consent or approval to any amendment or modification to, or waiver or release in respect of its constating documents, other than to the extent the same could not be reasonably expected to have a Material Adverse Effect.

(o) **Restrictions on Capital Expenditures**. The Borrower shall not incur any Capital Expenditure, other than Project Costs during the construction of the Project in any Fiscal Year in excess of 110% of the amount set forth for such fiscal year in the Financial Model.

(p) **Subsidiaries**. The Borrower shall not organize, create, establish, acquire or invest in any Subsidiary.

(q) **Accounts**. The Borrower shall not establish or maintain any deposit account or securities account, other than the Accounts.

(r) **Legal Name**. The Borrower shall not change its legal, trade or business name without providing FCC fifteen (15) Business Days' prior written notice.

(s) **Pension Plans**. The Borrower shall not become party to, establish or maintain a Pension Plan.

(t) **No Proceedings for Insolvency**. The Borrower shall not commence any proceeding for the dissolution, liquidation or winding-up of the Borrower or for the suspension of its operation or to appoint a receiver, a receiver and manager or trustee for the Borrower or for any substantial part of its respective Assets which is material to the conduct of its business or the Projects or any proceeding relating to them under any bankruptcy, insolvency, reorganization, arrangement or readjustment of debt law or statute of any jurisdiction whether now or hereafter in effect or approve of or acquiesce in any such proceeding.

(u) **Abandonment of Project**. The Borrower shall not:

(i) wilfully and voluntarily abandon any Project which is economically viable, as determined by the Borrower acting reasonably, or the construction, operation, maintenance, occupancy, use or upkeep of a Project for a continuous period of more than 90 days, except in the case of Force Majeure where such period shall be extended until it causes the occurrence of a default under any Material Agreement;

(ii) abandon such number of Projects as could reasonably be expected to materially impair or reduce the ability of the Borrower to meet the minimum DSCR set forth in Section 7.6; or

(iii) abandon a Project if it is not permitted by any other Material Agreement, could reasonably be expected to have a Material Adverse Effect or materially increase any obligation of the Borrower under any Material Agreement or could reasonably be expected to present a significant risk of the revocation or material modification of any Authorization held by the Borrower.

(v) **No Additional Real Property**. The Borrower shall not acquire any interest in any real property other than the Properties except with the prior written consent of FCC, which consent may be withheld in its sole discretion.

(w) **Restriction on Location of Assets**. The Borrower shall not locate any of its Assets in any place outside of the Province of Ontario or any of its tangible Assets relating to the Projects at a warehouse or other storage location not owned by the Borrower.

7.3 <u>**Establishment of Accounts**</u>

(a) **Operations and Maintenance Account**. The Borrower shall establish a segregated account designated as the "**Operations and Maintenance Account**". For purposes of this Agreement, a reference to the balance in the Operations and Maintenance Account shall mean, at any time, the aggregate of the amount of cash and Permitted Investments in such account at such time. Monies, securities and credits in the Operations and Maintenance Account shall be subject to the Security Interest. All revenues and, unless otherwise specifically allocated to another Account in this Agreement, all proceeds of Advances under the Credit Facility, all gross revenues from the sale of electricity and related products, proceeds of insurance (including business interruption insurance), liquidated damages, recoveries or compensation under the Project Agreements, warranty payments, drawings on any performance bonds or letters of credit received by the Borrower (collectively, "**Project Revenues**") and Capital Contributions shall be collected by or on behalf of the Borrower and promptly deposited by the Borrower to the credit of the Operations and Maintenance Account.

(b) **Debt Service Reserve Account**. The Borrower shall establish a segregated account designated as the "**Debt Service Reserve Account**" with respect to any or all Debt secured by the Security Documents. The Borrower shall deposit (or cause to be deposited) into the Debt Service Reserve Account from the initial Advance, cash in an amount equal to $245,000.00.

In respect of budgeted operating and maintenance costs identified in Section 7.3(a) above, the Borrower has the option to deliver a letter of credit, in form and content acceptable to FCC, as a substitute to the cash required to be deposited into the Debt Service Reserve Account.

Monies, securities and credits in the Debt Service Reserve Account shall be subject to the Security Interest and shall be paid by the Blocked Account Bank upon direction from FCC two (2) Business Days prior to each Payment Date on account of all amounts due under this Agreement. The Borrower shall ensure that any Permitted Investments in the Debt Service Reserve Account mature at least two (2) Business Days before the dates of, and are in the same currency as, the payments to be made hereunder. In the event that the amount held by the Blocked Account Bank in the Debt Service Reserve Account exceeds the amount of the Debt Service at any time, FCC shall, at the written request of the Borrower, direct the Blocked Account Bank to make a transfer equal to such excess out of the Debt Service Reserve Account to the Operations and Maintenance Account on behalf of the Borrower. The Borrower shall deliver to FCC a written request of the Borrower requesting such transfer and an Officer's Certificate certifying the amount of the excess held by the Blocked Account Bank in the Debt Service Reserve Account. Pending disbursement to FCC as provided in this Section 7.3(b), the Debt Service Reserve Account and any letters of credit held therein shall be held in trust by FCC and shall be subject to the Security Interest.

(c) **Major Maintenance Reserve Account**. Beginning on the eleventh (11) anniversary of the Closing Date until the eighteenth (18^{th}) anniversary of the Closing Date, the Borrower shall establish, maintain and fund a segregated account, such account to be designated as the "**Major Maintenance Reserve Account**" and shall deposit (or cause to be deposited) into the Major Maintenance Reserve Account all funds which were budgeted for major maintenance expenses regarding the inverter replacement (as set out in the Financial Model for years 11 through 18) and exceeded the actual expense incurred in the applicable Fiscal Year. FCC, acting reasonably, may on notice to the Borrower and after consultation with the Independent Engineer amend the commencement date for funding the Major Maintenance Reserve Account and the amounts to be deposited.

(d) **Distribution Account.** The Borrower shall establish, maintain and fund a segregated account designated as the "**Distribution Account**". The Borrower shall deposit into the Distribution Account such amounts as required pursuant to Section 7.4(a)(viii). Distributions from the Distribution Account to the Borrower's partners, to O&M Contractor of the Solar Services Fee, and to Solar Income Fund Inc. of the Management Incentive Fee shall be permitted subject to the following:

(i) No default or Event of Default has occurred and is continuing;

(ii) All required Reserve Accounts have been fully funded;

(iii) The DSCR shall be no less than 1.20:1.00 on a rolling 12 month basis; and

(iv) Distributions shall be made four (4) times annually on a quarterly basis within an agreed upon period following principal payment dates.

In the event that no funds have been distributed by the Borrower for any six-month period due to the Borrower's failure to satisfy the foregoing distribution release conditions, then on the principal payment date relating to the end of such immediately subsequent six-month period, the amounts then available in the Distribution Account shall be applied to the prepayment of the Credit Facility in accordance with Section 2.5(b).

7.4 **Disbursements from Operations and Maintenance Account**

(a) Funds in the Operations and Maintenance Account shall be disbursed and applied by the Borrower, or FCC on behalf of the Borrower, on or about the first day of each month, subject to the conditions set out below:

(i) first, to pay Lease Payments under any Solar Project Leases;

(ii) second, to pay Taxes relating to any of the Projects;

(iii) third, to pay all expenses to maintain in good standing the insurances of the types and amounts, and with such insurance companies, as are required by this Agreement;

(iv) fourth, to pay the operating and routine maintenance expenses (if any) and all expenses of the Borrower relating to the Projects;

(v) fifth, subject to Section 7.2(j) of this Agreement, payment of the Guarantor in respect of its costs and expenses incurred in respect of the Project, the O&M Contractor to a maximum of 3% of the Project's revenue payable on a quarterly basis, and the Solar Income Fund Inc. in respect of its management services fee of $18 per kw/DC pertaining to the Projects, paid monthly;

(vi) sixth, to pay all scheduled Debt Service amounts, expenses and other fees of the Credit Parties owing to FCC;

(vii) seventh, to transfer when required any amounts necessary to ensure that there are sufficient funds in the Debt Service Reserve Account to pay all amounts owing on the next Payment Date and as required to ensure that a minimum balance equal to amount of the Debt Service for the succeeding nine (9) months is maintained, and to transfer when required all amounts, if any, required to be deposited to the Major Maintenance Reserve Account; and

(viii) last, provided further no Default or Event of Default has occurred and is continuing, to transfer all remaining amounts to the Distribution Account; provided, however, that if a Default or Event of Default has occurred and is continuing funds will be deposited in the Debt Service Reserve Account prior to the Major Maintenance Reserve Account.

7.5 **Monies in Accounts**

(a) All money held in any Account established pursuant to this Agreement shall be held in cash or invested in Permitted Investments, or otherwise as provided herein, at the direction of a Senior Officer of the Borrower. Any direction by the Borrower to the Blocked Account Bank as to the investment of funds forming part of an Account shall be in writing and shall be provided to the Blocked Account Bank no later than 10:00 a.m. on the day on which the investment is to be made. Any such direction received by the Blocked Account Bank after 10:00 a.m. shall be deemed to have been given prior to 10:00 a.m. on the next Business Day.

(b) Permitted Investments purchased using money in any Account established under this Agreement shall be deemed at all times to be a part of such Account. Permitted Investments so purchased may be sold on commercially reasonable terms whenever it shall be necessary so to do in order to provide monies to make any withdrawal or payment from the Account. For the purposes of any such investment, a Permitted Investment shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Permitted Investment.

7.6 Minimum DSCR Ratio

(a) The DSCR shall be calculated in respect of the Borrower for the year ending on each DSCR Calculation Date as follows: (EBITDA less Drawings plus Contributions) divided by (CPLTD plus Total Interest).

(b) Commencing on the Closing Date, the pro-rated DSCR shall not be less than 1.10:1.00 on any DSCR Calculation Date.

(c) For purposes of the calculation of DSCR in this Section 7.6, the terms EBITDA, CPLTD and Total Interest shall be computed on a consolidated basis taking into account the EBITDA, CPLTD and Total Interest of the Borrower until six months after the last Project achieved Commenced Operation provided that no Default or Event of Default shall have occurred and be continuing under this Agreement.

ARTICLE 8
SECURITY

8.1 Security Documents

As general and continuing security for the due payment and performance of all Obligations, the following Security Documents have or will be executed and delivered to FCC in form and substance satisfactory to FCC:

(a) an unlimited guarantee from the Guarantor in favour of FCC in respect of all indebtedness, liabilities and obligations of the Borrower;

(b) a general security agreement providing for a first charge and security interest (subject only to Permitted Liens) on all the then present and future real property (including leasehold interest in real property), personal property, fixed assets, equipment, accounts receivable, inventory, intellectual property and all other assets and undertaking of the Borrower;

(c) a specific security agreement providing for a first charge and security interest (subject only to Permitted Liens) on all FIT solar installations of the Borrower;

(d) a general security agreement providing for a first charge and security interest (subject only to Permitted Liens) on all roof top Units located on the Properties;

(e) a notice of security interest registered on title to each Property on which a Unit is to be installed;

(f) a specific assignment of the Material Project Agreements and Project Approvals (to the extent such Project Approvals may be assigned), together with any consents necessary under such Material Project Agreements or Project Approvals to allow the assignment by way of security and the realization of such security, including for greater clarity the agreement with IESO contemplated in Section 11.3 of the PPA applicable to Projects part of the FIT Program;

(g) a specific assignment of the Solar Project Leases, together with any consents necessary under such the Solar Project Leases to allow the assignment by way of security and the realization of such security;

(h) a blocked account agreement in respect of the Accounts including the Operations and Maintenance Account and each Reserve Account (the "Blocked Account Agreement");

(i) an assignment of insurance against the property and assets of the Borrower naming FCC as the "sole" loss payee with respect to the Project;

(j) an Acknowledgement and Agreement from the owner of each Property on which a Unit is to be installed pursuant to a Solar Project Lease;

(k) a Mortgagee Consent and Non-Disturbance Agreement from each mortgagee of a Property on which a Unit is to be installed pursuant to a Solar Project Lease;

(l) a first ranking charge of the Borrower's leasehold interest in each Property on which a Unit is to be installed pursuant to a Solar Project Lease; and

(m) such other documents as FCC may now or hereafter reasonably require to give effect to, register and perfect the security interests created by the documents referred to in this Section 8.1, in the jurisdiction where such charged assets are located.

8.2 Dealing with Cash Collateral

Until the occurrence of an Event of Default that is continuing, each of the Distribution Account, the Operations and Maintenance Account, and the Major Maintenance Reserve Account (collectively, together with the Debt Service Reserve Account, the **"Collateral Accounts"**) shall be under the sole dominion and control of the Borrower and the Borrower shall have the authority to withdraw any amounts from, to draw cheques, bills of exchange or other instruments and orders for the payment of money against such Collateral Accounts or otherwise exercise any authority or powers with respect to such Collateral Accounts and any of the amounts deposited, transferred or otherwise credited to such Collateral Accounts, in each case without the consent of FCC, provided that all such actions by the Borrower shall otherwise be in compliance with the Financing Documents and in particular Section 7.2(j) and Section 7.3(c). The Borrower shall not draw upon the principal amount maintained in any Reserve Account, or draw upon any interest earned upon such principal amounts except to make expenditures that comply with the purpose for which such account was established as specified in this Agreement. The Borrower agrees that (i) upon the occurrence of an Event of Default that is continuing, the Borrower agrees that (a) it shall have no rights to withdraw amounts from any Collateral Account without the prior consent of FCC shall have all of the rights stated to arise upon the occurrence of an Event of Default that is continuing that are set forth in the Blocked Account Agreement, and (b) upon the occurrence of a Default or Event of Default that is continuing, it shall have no rights to withdraw amounts from, to draw cheques, bills of exchange or other instruments and orders for the payment of money against either the Debt Service Reserve Account or otherwise exercise any authority or powers with respect to such

Collateral Accounts and any of the amounts deposited, transferred or otherwise credited to such Collateral Accounts except with the prior consent of FCC for payments that comply with the purpose for which such account was established as specified in this Agreement.

8.3 General Provisions Relating to the Security Documents

Nothing in any Security Document now held or acquired in the future by or on behalf of FCC, nor any act or omission of FCC with respect to any such Security Document, will in any way prejudice or affect the rights, remedies or powers of FCC with respect to any other Security Document at any time held by or on behalf of FCC.

8.4 Registration

FCC may, at the expense of the Borrower, register, file or record the Security Documents or notices in respect of the Security Documents in all offices where such registration, filing or recording is, in the reasonable opinion of FCC or its counsel, necessary or of advantage to the creation, perfection and preservation of the security interests arising pursuant to the Security Documents. FCC may, at the Borrower's expense, renew such registrations, filings and recordings from time to time as and when required to keep them in full force and effect. The Borrower acknowledges that the forms of Security Documents have been prepared based upon the laws of the jurisdiction as noted therein (or, failing any such notation, the laws of the Province of Ontario) in effect at the date of execution of the Security Documents and that such laws may change, and that the laws of other jurisdictions may require the execution and delivery of different forms of security instruments in order to grant to FCC the rights intended to be granted by the applicable Security Document. The Borrower will, on request from FCC from time to time, to execute and deliver to FCC such additional security instruments and will amend or supplement any Security Documents theretofore provided to FCC:

(a) to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise;

(b) to facilitate the registration of appropriate forms of Security Documents in all appropriate jurisdictions; or

(c) if any entity having delivered security amalgamates with any other person or enters into any corporate reorganization;

in each case in order to confer upon FCC such Liens with such priority, as are intended to be created by such Security Documents.

The Borrower will pay or indemnify FCC against any and all registration fees and similar taxes or charges which may be payable or determined to be payable in connection with the execution, delivery, performance, registration or enforcement of any Security Document or any of the transactions contemplated by any Security Document.

ARTICLE 9
DEFAULT AND ACCELERATION

9.1 Events of Default

The occurrence of any one or more of the following events (each such event after the expiry of the cure period, if any, provided in connection therewith, being herein referred to as an "**Event of Default**") shall constitute a Default under this Agreement:

(a) if the Borrower shall fail to pay the principal of any Advances within two (2) Business Days of the date the same becomes due and payable;

(b) if the Borrower shall fail to pay interest on any Advances or to pay any other amount due hereunder within five (5) Business Days following the due date;

(c) if any assets of any Project become subject to a Lien other than a Permitted Lien or other than as a result of a voluntary action or failure to act on the part of the Borrower, and the Borrower fails to discharge such Lien within a period of thirty (30) days after notice in writing has been given by FCC to the Borrower requiring such discharge provided that if the Borrower is contesting such Lien in good faith and if the Borrower shall have provided such security as is necessary for satisfaction of the Lien, such longer period as the Borrower may reasonably require;

(d) if the Borrower shall default in any material respect for covenants without a materiality qualifier, or default for covenants with a materiality qualifier, in the observance or performance of any agreement, covenant or condition contained in Section 7.1 or Section 7.2 and such failure shall remain unremedied for fifteen (15) days after notice in writing has been given by FCC to the Borrower;

(e) if the Borrower shall default in any material respect for covenants without a materiality qualifier, or default for covenants with a materiality qualifier, in the observance or performance of any agreement, covenant or condition contained in Section 7.2, Section 7.3 or Section 7.3(c);

(f) if the Borrower, shall default in any material respect in the observance or performance of any agreement, covenant or condition contained in the Financing Documents (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this Section 9.1) and, if capable of remedy, such default shall not be remedied within a period of thirty (30) days after notice in writing thereof is given by FCC to the Borrower;

(g) if the DSCR is less than 1.10:1.00 on any of the DSCR Calculation Dates unless within five (5) Business Days of such date:

(i) the Partners have made an additional Capital Contribution (in cash by way of equity) sufficient to permit the Borrower to remedy any Event of Default under Section 9.1(a) and (b); and

(ii) the Borrower retains the Independent Engineer to review the Projects and provide to FCC a report (as soon as possible but within thirty (30) days) as to projected Project Revenues and Operating Expenses and based on such projections the likely DSCR, for the next twelve (12) consecutive month period following such date, and either

(A) the Independent Engineer's report projects the DSCR for such period to be not less than 1.10:1.00; or

(B) if the Independent Engineer's report projects DSCR for such period to be less than 1.10:1.00, the Partners make an additional Capital Contribution (in cash by way of equity) within five (5) Business Days of such report sufficient to permit the Borrower to repay, and the Borrower does repay, an amount on account of the principal amount outstanding under the Credit Facility which, after giving effect to such repayment of Debt, would result in the projected DSCR determined on a pro-forma basis for the next consecutive twelve (12) month period using the projected Project Revenues and Operating Expenses from the report of the Independent Engineer and assuming that the principal repayment was applied rateably to all scheduled mandatory repayments of principal outstanding under the Credit Facility being not less than 1.10:1.00;

(h) if the Borrower shall fail to pay the principal of (or lease payments on), or premium or interest on, any Debt outstanding in a principal amount which, when aggregated with the principal amount of all other Debt in respect of which any of them has failed to pay the principal of (or lease payments on), or premium or interest on, exceeds $100,000 (or the equivalent amount in any other currency) (excluding Debt due to FCC hereunder) when the same becomes due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure shall continue after the applicable grace period, if any, specified in the agreement or instrument relating to such Debt, or any other event of default or early termination event (howsoever described or designated) shall occur or condition shall exist, and shall continue after the applicable grace period, if any, specified in any agreement or instrument relating to any such Debt and the effect of such event is to accelerate, or permit the acceleration of, Debt in a principal amount which, when aggregated with the principal amount of all other Debt which is, or may be, declared due and payable prior to its specified maturity as a result of an event of default, exceeds $100,000 (or the equivalent amount in any other currency);

(i) if any of the representations or warranties made by the Borrower in Section 6.1 or by the Borrower under any Financing Document or in any report, certificate, financial statement or other document furnished pursuant to or in connection with any Financing Document shall prove to have been incorrect in any material respect when made or deemed to be made and, in the case of a representation or warranty not so qualified, such inaccuracy could reasonably be expected to have a Material Adverse Effect, unless such incorrect representation or warranty is capable of being corrected and the Borrower, in good faith, is diligently pursuing the correction of such incorrect representation or warranty, in which case the Borrower shall have thirty (30) days to correct such incorrect representation or warranty;

(j) if, after the date of this Agreement, there is a Change of Control or an acquisition of Control of the Borrower, unless FCC has provided its prior written consent to such a Change of Control or an acquisition of Control of the Borrower pursuant to Section 11.12;

(k) if the Borrower shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally as they become due or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against it seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, dissolution, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of thirty (30) days or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against it or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property) shall occur; or the Borrower, the PIA Contractor or the O&M Contractor, as the case may be, shall take any action to authorize any of the actions set forth above in this Section 9.1(k); provided, however, that in the case of the PIA Contractor and the O&M Contractor such event or occurrence shall not constitute on Event of Default if the PIA Contractor or the O&M Contractor, as the case may be, is replaced within sixty (60) days by a Person satisfactory to FCC, acting reasonably;

(l) if any interest of the Borrower in any of its respective assets or property having a value of greater than $100,000 in the aggregate be sold or foreclosed by any creditor or encumbrance or any Person acting under legal process, or should any Person take possession, or assume control through distress or legal process, of such property and assets of the Borrower and which could, singly or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(m) if any judgment or order or series of judgments or orders (whether or not related) for the payment of money in an aggregate amount in excess of $100,000, other than any judgment or order for which the Borrower will recover under a policy of insurance, shall be rendered against any one or more of the Borrower and (i) such judgment or order or series of judgments and/or orders are final with no further right of appeal and the Borrower has not satisfied FCC, acting reasonably, that the Borrower is able to satisfy such judgment or order or series of judgments and/or orders; or (ii) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or series of judgments and/or orders, as the case may be, which have not been stayed; or (iii) there shall be any period of thirty (30) consecutive days during which a stay of enforcement of such judgment or order or series of judgments and/or orders, as the case may be, by reason of a pending appeal or otherwise, shall not be in effect;

(n) if the Borrower or any other Person having care or control of a Project (i) shall be the subject of any Environmental Claim, including a Claim pertaining to the discovery of any Hazardous Substance which is related in any way to the Project, or (ii) the Release by such entity of any Hazardous Substance on or any violation of any Environmental Law shall occur which, in each case, could reasonably be expected to have a Material Adverse Effect;

(o) if the O&M Agreement has not been extended or a new operator appointed pursuant to a new agreement relating to the management, operation, maintenance, use, occupancy and upkeep of the Projects on terms and in form satisfactory to FCC at least ninety (90) days prior to the expiry of the O&M Agreement;

(p) if any Project Approvals shall be materially modified, suspended, revoked or cancelled by the issuing agency or other Governmental Authority having jurisdiction; provided, however, that the foregoing shall not result in an Event of Default under this Section 9.1(p) if the Borrower diligently pursues and obtains a replacement of such Project Approvals within fifteen (15) days after its modification, suspension, revocation or cancellation and during such time such event has not had, does not have and could not reasonably be expected to have a Material Adverse Effect;

(q) if the obligations of the Borrower hereunder or under any other Financing Document shall cease to constitute the legal, valid and binding obligations of the Borrower or shall cease to be in full force and effect or any Financing Document is declared to be void or voidable, in each case, as a result of any act or omission of the Borrower or is repudiated by the Borrower, or the validity, binding effect, legality or enforceability of any Financing Document is at any time contested or denied by the Borrower, or the Borrower denies that it has any or any further liability or obligation hereunder or thereunder or any action or proceeding is commenced to enjoin or restrain the performance or observance by the Borrower of any material term of any Financing Document or to question the validity or enforceability of any Financing Document and any such action or proceeding shall remain unstayed or undismissed for a period of thirty (30) days, or at any time it is unlawful or impossible for the Borrower to perform any of its material obligations hereunder or thereunder;

(r) if any Projects are abandoned after an Advance has been made with respect to such Project;

(s) if the perfection or priority of the Security Interest in favour of FCC constituted by the Security Documents is adversely affected other than by reason of the action, or failure to act, of FCC determine, in its unfettered discretion, that its security position is materially adversely affected and such default is the result of the action or failure to act of the Borrower or, if not as a result of the action or failure to act of the Borrower such default is not remedied within ten (10) Business Days following the issuance by FCC of a notice thereof to the Borrower;

(t) if IESO sets off an amount exceeding $50,000 in the aggregate in any Fiscal Year with respect to amounts owed by IESO to the Borrower;

(u) an event of default under any Financing Document or any Material Agreement where the counter party under such agreement takes steps to enforce their right upon an event of default and where such default or enforcement would have a Material Adverse Effect;

(v) if a default or event of default shall occur under any Solar Project Lease or if a Solar Project Lease is terminated prior to the end of its term or if a lessor is entitled to terminate a Solar Project Lease as a result of any breach or default by the Borrower under the Solar Project Lease, which breach has not been remedied within the applicable cure period, or if the Solar Project Lease shall cease to constitute the legal, valid and binding obligations of the lessor thereunder or shall cease to be in full force and effect, or

(w) the Conversion does not occur on or prior to the Conversion Date.

9.2 Acceleration

Upon the occurrence of an Event of Default and at any time thereafter while an Event of Default is continuing, FCC may by written notice to the Borrower:

(a) declare the Advances made to the Borrower and all other Obligations under any Financing Document to be immediately due and payable (whereupon the same shall become so payable together with accrued interest thereon and any other sums then owed by the Borrower hereunder) or declare such Advances to be due and payable on demand of FCC; and/or

(b) declare that the Commitments of FCC to make the Credit Facility available shall be cancelled, whereupon the same shall be cancelled.

If, pursuant to this Section 9.2, FCC declares any Advances made to the Borrower to be due and payable on demand, then, and at any time thereafter, FCC may by written notice to the Borrower call for repayment of such Advances on such date or dates as it may specify in such notice (whereupon the same shall become due and payable on such date together with accrued interest thereon and any other sums then owed by the Borrower hereunder) or withdraw its declaration with effect from such date as it may specify in such notice.

Notwithstanding anything herein to the contrary, upon the occurrence of an Event of Default, the Borrower hereby acknowledges that it shall then be indebted to, and shall be obligated to pay to FCC, as a separate and absolute obligation, (i) all unpaid principal amount of and accrued interest on the Advances and (ii) all other amounts accrued or owing hereunder or in connection with the Credit Facility and for such purpose, without limiting the generality of the foregoing, FCC shall apply any cash collateral which the Borrower has previously delivered to FCC in accordance with the terms of this Agreement.

9.3 Remedies Cumulative and Waivers

It is expressly understood and agreed that the rights and remedies of FCC hereunder, and under any other instrument executed pursuant to this Agreement (including the other Financing Documents), are cumulative and are in addition to and not in substitution for any rights or remedies provided by applicable law or by equity; and any single or partial exercise by FCC of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or any such other instrument shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which FCC may be lawfully entitled for such default or breach. Any waiver by FCC of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein or in any other instrument executed pursuant to this Agreement and any indulgence granted, either expressly or by course of conduct, by FCC shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of FCC under this Agreement or any such other instrument as a result of any other default or breach hereunder or under any such instrument.

9.4 Suspension of FCC's Obligations

Without prejudice to the rights which arise out of this Agreement or by applicable law, the occurrence of a Default or Event of Default shall, while such Default or Event of Default shall be continuing, relieve FCC of all obligations to make any Advances hereunder (whether or not any

Drawdown Certificate in respect of any such Advance shall have been received by FCC prior to the occurrence of a Default or Event of Default) or to accept or comply with any Drawdown Certificate.

9.5 Application of Payments

If any Event of Default shall occur and be continuing, all payments made by the Borrower hereunder shall be applied in the following order:

(a) first to the payment of any fees owed to FCC hereunder or under any Financing Document;

(b) second, to the payment of all reasonable out-of-pocket costs and expenses (including without limitation reasonable legal fees) of FCC in connection with enforcing the rights of FCC under the Financing Documents;

(c) third, to payment of any fees owed to FCC hereunder or under any other Financing Document;

(d) fourth, to the payment of all reasonable out-of-pocket costs and expenses (including without limitation reasonable legal fees) of FCC in connection with enforcing the rights of FCC under the Financing Documents;

(e) fifth, to the payment of all Obligations consisting of default interest;

(f) sixth, to the payment of all Obligations consisting of interest payable to FCC hereunder pro rata;

(g) seventh, to the payment of the outstanding principal amount of the Advances; and

(h) eighth, to the payment of the surplus, if any, to whomever may be lawfully entitled to receive such surplus.

ARTICLE 10
COSTS, EXPENSES AND INDEMNIFICATION

10.1 Costs and Expenses

(a) The Borrower shall pay promptly, upon request by FCC, accompanied by reasonable supporting documentation or other evidence, all reasonable costs and expenses in connection with preparation, printing, execution and delivery of this Agreement and the other documents to be delivered hereunder including, without limitation, the reasonable fees and out-of-pocket expenses of FCC's Counsel with respect thereto. Except for ordinary expenses of FCC relating to the day-to-day administration of this Agreement, the Borrower further agrees to pay all reasonable costs and expenses (including fees and expenses of counsel, accountants and other experts) in connection with the administration, interpretation, preservation or enforcement of rights of FCC under this Agreement and each other Financing Document including, without limitation, all costs and expenses sustained by it as a result of any failure by the Borrower to perform or observe its obligations contained in this Agreement or any other Financing Document.

(b) The Borrower shall pay FCC its reasonable remuneration for its services as hereunder and will pay or reimburse FCC upon its request for all reasonable expenses, disbursements and advances incurred or made by FCC in the administration or execution of its duties both before any Default hereunder and thereafter until all the duties of FCC shall be fully performed. Any amount due under this Section 10.1(b) and unpaid thirty (30) days after request for such payment shall bear interest from the expiration of such thirty days at a rate *per annum* equal to the rate normally charged by FCC for similar accounts, payable on demand. Such remuneration shall continue to be payable until the duties hereof shall be finally wound up, whether or not the duties of FCC shall be in course of administration by or under the direction of a court.

(c) FCC shall not be under any obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any party to this Agreement unless such party shall have offered to FCC sufficient funds and security or indemnity sufficient to FCC against the costs, expenses and liabilities which might be incurred by it in compliance with any such request or direction.

10.2 Indemnification by the Borrower and FCC

In addition to any liability of the Borrower to FCC under any other provision hereof, the Borrower shall indemnify FCC and hold FCC harmless against any costs or expenses incurred by FCC as a result (i) of any failure by the Borrower to fulfil any of its obligations hereunder in the manner provided herein including, without limitation, any cost or expense incurred by reason of the liquidation or re-employment in whole or in part of deposits or other funds required by FCC to fund or maintain the Advance as a result of the failure of the Borrower to complete the Drawdown or to make any repayment or other payment on the date required hereunder or specified by it in any notice given hereunder (but excluding costs arising solely out of loss of anticipated profits); or (ii) the failure of the Borrower to pay any other amount including, without limitation, any interest or fee due hereunder on its due date; or (iii) as a result of the prepayment or repayment by the Borrower of the Advances prior to its date of maturity for the Advances, excluding any permitted optional prepayment made pursuant to Section 2.7, but including, without limiting the generality of the foregoing, any repayment or prepayment resulting from the circumstances referred to in Section 4.1.

10.3 Funds

Each amount advanced, made available, disbursed or paid hereunder shall be advanced, made available, disbursed or paid, as the case may be, in immediately available funds or, after notice from FCC, in such other form of funds as may from time to time be customarily used in Toronto, Canada in the settlement of banking transactions similar to the banking transactions required to give effect to the provisions of this Agreement on the day such advance, disbursement or payment is to be made.

10.4 General Indemnity

(a) **Indemnity**. Subject to paragraphs (b) and (c) below, the Borrower agrees to indemnify and save harmless FCC and its respective officers, directors, employees, agents, advisors, representatives and affiliates (collectively, the "**Indemnitees**" and individually, an "**Indemnitee**") from and against any and all liabilities, costs, claims, damages, penalties, losses and expenses (including reasonable legal fees and disbursements of counsel but excluding any Indemnitee's loss of profits and consequential damages suffered by such Indemnitee) (collectively, the "**Losses**") as a result of any Claim asserted against the Indemnitees by a Person other than the Indemnitees under, pursuant to or in connection with any Financing Document or in connection with the agreement of FCC to provide the Credit Facility and the Advances made by FCC including, without limitation: (i) the costs of defending and/or counterclaiming or claiming over against third parties in respect of any Claim; and (ii) any Losses arising out of a settlement of any Claim made by the Indemnitees.

(b) **Limitations to Indemnity**. The foregoing obligations of indemnification shall not apply to any Losses suffered by the Indemnitees or any of them or to any Claim asserted against the Indemnitees or any of them to the extent such Loss or Claim has resulted from the gross negligence or wilful misconduct (including wilful misconduct that is a breach of this Agreement) of the Indemnitees or any of them.

(c) **Notification**. Whenever FCC shall have received notice that a Claim has been commenced or threatened, which, if successful, would subject the Borrower (the "**Indemnifying Party**") to the indemnity provisions of this Section 10.4, FCC shall as soon as reasonably possible notify (to the extent permitted by Law) the Indemnifying Party in writing of the Claim and of all relevant information FCC possesses relating thereto; provided, however, that failure to so notify the Borrower shall not release it from any liability which it may have on account of the indemnity set forth in this Section 10.4, except to the extent that the Indemnifying Party shall have been materially prejudiced by such failure.

10.5 **<u>Environmental Claims</u>**

(a) **Indemnity**. Subject to paragraphs (b) and (c) below, the Borrower agrees to indemnify and save harmless the Indemnitees from and against any and all Losses as a result of any Claims asserted against the Indemnitees by a Person other than the Indemnitees with respect to any Release, presence or the emission, deposit, issuance, discharge, transportation or disposal of any Hazardous Substance on, into, onto, under or from the Assets of the Borrower or which arises out of or in connection with any action of, or failure to act by, the Borrower or any predecessor, agent or employee thereof in contravention of any Environmental Laws including, without limitation: (i) the costs of defending and/or counterclaiming or claiming over against third parties in respect of any Claim; and (ii) any Losses arising out of a settlement of any Claim made by the Indemnitees.

(b) **Limitations to Indemnity**. The foregoing obligations of indemnification shall not apply to any Losses suffered by the Indemnitees or any of them or to any Claim asserted against the Indemnitees or any of them which relates, directly or indirectly, to any action or omission of any of the Indemnitees while in possession or control of the Assets of the Borrower which is grossly negligent or constitutes wilful misconduct.

(c) **Notification**. Whenever FCC shall have received notice that a Claim has been commenced or threatened, which, if successful, would subject the Borrower to the indemnity provisions of this Section 10.5 FCC shall as soon as reasonably possible notify the Borrower of the Claim and of all relevant information FCC possesses relating thereto.

ARTICLE 11
GENERAL

11.1 Term

This Agreement (other than the provisions hereof which by their terms expressly survive termination hereof) shall expire on the date that all of the Advances have been repaid in full, together with accrued interest thereon, all other amounts due to FCC hereunder have been paid and FCC have no further obligations under this Agreement have been paid.

11.2 Payments to be Made on Banking Days

Whenever any payment to be made under this Agreement is due on a day that is not a Banking Day, such payment shall be made on the immediately following Banking Day unless the following Banking Day falls in another calendar month, in which case payment shall be made on the immediately preceding Banking Day.

11.3 Survival

All covenants, agreements, representations and warranties made herein or in certificates delivered in connection herewith by or on behalf of the Borrower shall survive the execution and delivery of this Agreement and shall continue in full force and effect so long as there is any obligation of the Borrower to FCC hereunder.

11.4 Benefit of the Agreement

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the Borrower and the successors and permitted assigns of FCC.

11.5 Notices

All notices, requests, demands or other communications to or from the parties hereto shall be in writing and shall be given by overnight delivery service, by hand delivery or by telecopy to the addressee as follows:

(a) If to the Borrower or the Guarantor:

150 Bridgeland Avenue, Suites 202/206
Toronto, ON M6A 1Z5

Attn: Associate General Counsel

(b) If to FCC:

Farm Credit Canada
417 Exeter Road
London, Ontario N6E 2Z3

Attn: Graham Legge
e-mail: graham.legge@fcc-fac.ca

with a copy to Gowling WLG (Canada) LLP

1 Main Street West, Hamilton, Ontario, L8P 4Z5
Attn: Dom Glavota
Telecopier: 905-523-2941
E-Mail: dom.glavota@gowlingwlg.com

or at such other address or to such other individual as the Borrower may designate by notice to FCC may designate by notice to the Borrower, as the case may be. If any notice, request, demand or other communication is delivered or transmitted on a day other than a Business Day or after 3:00 p.m. on any Business Day, the same shall be deemed to have been effectively given and received on the next following Business Day.

11.6 Amendment and Waiver

This Agreement and documents collateral hereto may be modified or amended and a waiver of any breach of any term or provision of this Agreement shall be effective only if the Borrower and FCC agrees in writing. A waiver of any breach of any term or provision of this Agreement shall be limited to the specific breach waived.

If any modification, amendment or waiver to any provision of this Agreement or any of the documents collateral hereto affect the duties, obligations or protections of FCC, then such amendment, modification or waiver shall also require the written consent of FCC to become effective.

11.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. The parties hereto agree that any legal suit, action or proceeding arising out of this Agreement may be instituted in the courts of Ontario, and the parties hereto hereby accept and irrevocably submit to the non-exclusive jurisdiction of said courts and acknowledge their competence and agree to be bound by any judgment thereof.

11.8 Force Majeure

No party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 11.8.

11.9 Further Assurances

The Borrower, at its expense, will promptly execute and deliver, or cause to be executed and delivered, to FCC, upon request, all such other and further documents, agreements, certificates and instruments necessary or desirable to be in compliance with, or in respect of the accomplishment of the covenants and agreements the Borrower hereunder or to more fully state the obligations of the Borrower as set out in any Financing Document or to make any recording, file any notice or obtain any consents, all as may be necessary or appropriate in connection therewith.

11.10 Enforcement and Waiver by FCC

FCC shall have the right at all times to enforce the provisions of this Agreement and any other Financing Document and agreements to be delivered pursuant hereto or thereto in strict accordance with the terms hereof and thereof, notwithstanding any conduct or custom on the part of FCC in refraining from so doing at any time or times. The failure of FCC at any time or times to enforce rights under such provisions, strictly in accordance with the same, shall not be construed as having created a custom or in any way or manner modified or waived the same.

11.11 Judgment Currency

To the extent permitted by Applicable Law, if any judgment or order is rendered and expressed in a currency other than the currency (the "**Agreement Currency**") in which amounts are payable under the Credit Facility (i) for the payment of any amount owing by the Borrower in respect of the Credit Facility, this Agreement, or (ii) in respect of a judgment or order of another court for the payment of any amount described in (i) above, FCC, after recovery in full of the aggregate amount to which FCC are entitled pursuant to the judgment or order, will be entitled to receive immediately from the Borrower the amount of any shortfall in the Agreement Currency received by FCC as a consequence of sums paid in such other currency and will refund promptly to the Borrower any excess of the Agreement Currency received by FCC as a consequence of sums paid in such other currency if such shortfall or such excess arises or results from any variation between the rate of exchange at which the Agreement Currency is converted into the currency of the judgment or order for the purposes of such judgment or order and the rate of exchange at which FCC is, acting in a reasonable manner and in good faith in converting the currency received into the Agreement Currency, to purchase the Agreement Currency with the amount of the currency of the judgment or order actually received by FCC. The term "rate of exchange" includes, without limitation, any premiums and costs of exchange payable in connection with the purchase of or conversion into the Agreement Currency. Any amount due from the Borrower under the provisions of this Section 11.11 shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of the Credit Facility or this Agreement.

11.12 Successors and Assigns & Consent to Change of Control

This Agreement shall be binding upon and enure to the benefit of FCC, and the Borrower and its respective successors and permitted assigns, except that the Borrower shall not assign any rights or obligations with respect to this Agreement or any of the other Financing Documents without the prior written consent of FCC.

FCC agrees that if Solar Income Fund LP (#6) proposes to sell all or any part of its Equity Securities in the Borrower and a Change of Control would result and that FCC determines that (i) the purchaser of said Equity Securities meets FCC's credit and 'Know Your Client' requirements, (ii) the sale would not result in the Borrower being in violation of FCC's loan eligibility requirements; and (iii) FCC is satisfied with the purchaser's credit worthiness and the purchaser's ability to satisfy any and all obligations of Solar Income Fund LP (#6) under the Material Agreements to which it is a party, FCC will not unreasonable withhold its written consent to such sale by Solar Income Fund LP (#6) and upon receipt of such written consent from FCC such sale by Solar Income Fund LP (#6) shall not be an Event of Default under this Agreement.

11.13 Assignments

(a) FCC may assign, at any time, or transfer all or any part of its rights and obligations hereunder to such Persons, at such times and upon such terms as it may determine, without any obligation to obtain any consent of the Borrower; provided that until the occurrence of an Event of Default which is continuing any such assignment shall require the prior written consent of the Borrower, such consent not to be unreasonably withheld or delayed. Following the occurrence of an Event of Default or a Default that is continuing the prior written consent of the Borrower to any such assignment shall not be required. FCC shall obtain from the assignee an acceptance of the assignee, addressed to the parties to this Agreement (an "**Acceptance Agreement**") (as such Parties may be constituted at such time) and substantially in the form of Schedule 11.13, whereby the assignee agrees to be bound by this Agreement and the other Financing Documents in the place and stead of FCC to the extent of the rights and obligations of the assignor so assigned. After such execution and delivery of the Acceptance Agreement, and consent of the Borrower, to the extent required:

(i) the assignee thereunder shall be a party to this Agreement and, to the extent that rights and obligations hereunder have been assigned to it, have the rights and obligations of FCC hereunder, and

(ii) FCC thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such assignment agreement, relinquish its rights and be released from its obligations under this Agreement, other than obligations in respect of which it is then in default, and to the extent that it has assigned all of its interest, FCC shall cease to be a party hereto.

(b) Notwithstanding anything to the contrary set forth above, FCC may (without requesting the consent of the Borrower) pledge its Advances to the Bank of Canada or the U.S. Federal Reserve Bank in support of borrowings made by FCC from the Bank of Canada or the U.S. Federal Reserve Bank, as applicable.

11.14 <u>Participations</u>

FCC may sell participation to one or more banks, financial institutions or other Persons in or to all or a portion of its rights and obligations under this Agreement but the participant shall not become a lender and:

(a) FCC's obligations under this Agreement shall remain unchanged;

(b) FCC shall remain solely responsible to the other Parties hereto for the performance of such obligations;

(c) the Borrower shall continue to deal solely and directly with FCC in connection with FCC's rights and obligations under this Agreement;

(d) no participant shall have any right to approve any amendment or waiver of any provision of this Agreement, or any consent to any departure by any Person therefrom; and

(e) a participation by FCC of its interest (or a part thereof) hereunder or a payment by a participant to FCC as a result of the participation will not constitute a payment under this Agreement to FCC.

11.15 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

11.16 Facsimile and Electronic Delivery

To evidence the fact that it has executed this Agreement or any other document contemplated by or delivered under or in connection with this Agreement, a party may deliver a copy of its executed counterpart to all other parties thereto by transmitting such counterpart by facsimile (fax) or by electronic mail and, unless the parties agree to some other date as the date of delivery, the transmitting or posting party, as the case may be, shall be deemed to have delivered this Agreement on the date it transmitted such counterpart by facsimile (fax) or by electronic mail or posted such counterpart or such later date as the transmitting or posting party, as the case may be, specifies in a written notice to the other parties given with or prior to the transmission or posting, as the case may be, of its executed counterpart.

11.17 Paramountcy

In the event of a conflict or inconsistency between the provisions of this Agreement and the provisions of any other Financing Document, the provisions giving FCC greater rights or remedies shall govern (to the maximum extent permitted by Applicable Law), it being understood that the purpose of this Agreement and all of the other Financing Documents is to add to, and not detract from, the rights granted to the secured party under the Financing Documents.

11.18 Time of the Essence

Time shall be of the essence in this Agreement.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIF AMBER (3.5) PROJECTS GP INC. in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

by ______________________________
Name: Jamie Kent
Title: President

by ______________________________
Name: Charles Mazzacato
Title: Vice-President

I/We have the authority to bind the limited partnership.

SIF AMBER (3.5) PROJECTS GP INC.

by ______________________________
Name: Jamie Kent
Title: President

by ______________________________
Name: Charles Mazzacato
Title: Vice-President

I/We have the authority to bind the corporation.

FARM CREDIT CANADA

by ______________________________
Name: Tom Paas
Title: Senior Corporate Credit Manager

I/We have the authority to bind the corporation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIF AMBER (3.5) PROJECTS GP INC. in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

by ______________________________
Name: Jamie Kent
Title: President

by ______________________________
Name: Charles Mazzacato
Title: Vice-President

I/We have the authority to bind the limited partnership.

SIF AMBER (3.5) PROJECTS GP INC.

by ______________________________
Name: Jamie Kent
Title: President

by ______________________________
Name: Charles Mazzacato
Title: Vice-President

I/We have the authority to bind the corporation.

FARM CREDIT CANADA

by ______________________________
Name: Kent Cunnington
Title: Senior Corporate Credit Manager

I/We have the authority to bind the corporation.

Schedule I
Property

Project Name	PIN	Roll Number	Legal Description
SIF Solar Project 1 Messenger	35163-0292 (LT)		PART OF BLOCK 93 11M59 DESIGNATED AS PARTS 2 & 4, 11R8770; S/T E336387; S/T EASE OVER PART 4, 11R8770 AS IN CT15000; ST. THOMAS
SIF Solar Project 2 Schipper 2	35289-0110 (LT)		PT LT 74-77 CON NTR MALAHIDE PT 1 11R6455, AS IN E416330 (THIRDLY); DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN E416330; MALAHIDE
SIF Solar Project 3 Field & Flock	35314-0252 (LT)		PART OF LOT 17 CON 3 MALAHIDE DESIGNATED AS PART 1, 11R3761, PART OF LOT 18 CON 3 MALAHIDE AS IN E302793; S/T E302793; MALAHIDE
SIF Solar Project 4 Underhill	35319-0185 (LT)		PART OF LOT 29 CON 1 MALAHIDE AS IN E411640; S/T E447948; MALAHIDE
SIF Solar Project 5 Dawson	35281-0153 (LT)		PART OF LOTS 8 & 9 CON 8 SOUTH DORCHESTER AS IN E352457; MALAHIDE
SIF Solar Project 6 Bossuyt	35318-0197 (LT)		PT RDAL BTN LT 10 AND 11 CON 1 MALAHIDE CLOSED BY UNREGISTERED BYLAW # 883; PT LT 11-12 CON 1 MALAHIDE AS IN E125291; MALAHIDE

Schedule II
Permitted Liens

None.

Schedule III
Acknowledgement and Agreement

Please see attached.

ACKNOWLEDGEMENT AND AGREEMENT

TO: FARM CREDIT CANADA ("**FCC**")

FROM: [ ] (the "**Head Landlord**") and [ ] (the "**Sub Landlord**", together with the Head Landlord, collectively, the "**Landlords**" and individually, the "**Landlord**" may be either, as applicable)

RE: Lease agreement between the Head Landlord and the Sub Landlord dated [ ] (the "**Head Lease**") with respect to the portion of the property legally described as PIN# [ ] needed to erect, construct, reconstruct, install, remove, maintain and operate the Generating Facility (as defined in the Lease), the electrical connection line from the Generating Facility to the Connection Point (as defined in the Lease) (the "**Electrical Connection**") and the LV/HV transformer near the Connection Point (the "**Transformer**") (collectively, the "**Property**"), the Sublease & Consent to Sublease between the Head Landlord, the Sub Landlord and [ ] (the "**Tenant**") dated [ ] (the "**Sublease**", together with the Head Lease, collectively, the "**Leases**" and individually the "**Lease**", as applicable), the Agreement to Assign Subleases between the Tenant and [ ] (the "**Assignee**") dated [ ], as amended on [ ] (collectively, the "**Assignment re Leases**"), and the Agreement to Assign FIT Contracts between the Tenant and the Assignee dated [ ] (the "**Assignment re FIT Contracts**", together with the Assignment re Leases, collectively, the "**Assignments**")

AND RE: The Assignee's interest in (a) the FIT Contract # [ ], (b) the Leases; (c) the Generating Facility; (d) the Electrical Connection; (e) the Transformer; (f) the Property and (g) all related equipment, rights, payments, income and proceeds (collectively, the "**Collateral**")

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Landlord hereby covenants, agrees, warrants, represents and consents as follows:

1. Waiver/Release. The Landlords hereby waive and postpone in favour of FCC and its successors and assigns: (a) any contractual lien, hypothec, security interest, charge or interest and any other lien which it may be entitled to at law or in equity against the Collateral, (b) any and all rights granted by or under any present or future laws to levy or distrain for rent or any other charges which may be due to the Landlord against the Collateral, and (c) any and all other claims, liens and demands of every kind which the Landlord has or may hereafter have against any of the Collateral, FCC, the Tenant or the Assignee, arising from or relating to the Leases, Assignments or the Collateral.

2. Representations and Warranties. Each Landlord, the Tenant and the Assignee represents and warrants:

   a. that each Landlord is a landlord under the respective Lease;

   b. the Leases and Assignments, as applicable, are in full force and effect and have not been amended, modified, or supplemented;

   c. there is no defence, offset, claim or counterclaim by or in favour of any Landlord against the Sub Landlord, the Tenant or the Assignee under the respective Lease or Assignment or against the obligations of either Landlord or the Tenant under the respective Lease or Assignment;

d. no notice of default has been given under or in connection with any Lease which has not been cured, and neither Landlord has knowledge of any occurrence of any other default under or in connection with the Lease;

e. that each Landlord has consented to the Sublease and Assignment re Leases; and

f. no person other than the Landlords, including any mortgagee or creditor of any Landlord, save and except for those mortgagees noted on registered title to the Property, or those mortgagees disclosed by any Landlord to FCC in writing, has any right, title or interest in the Property, the Leases, the Assignments or any Collateral.

3. No rights to the Collateral. The Landlords covenant and agree that, notwithstanding that certain of the Collateral may have been or may be installed in, affixed to or otherwise become an accession or fixture to the Property, none of such Collateral shall be deemed to be an accession, fixture or part of the Property and shall at all times be considered property of the Assignee and remain subject to the security held by FCC (the "**Lender Security**"). The Landlords and the Tenant hereby disclaim any interest in the Collateral and agrees not to assert any claim to the Collateral. The Landlords and the Tenant agree that FCC or its representatives may enter upon the Property at any time, with reasonable notice, to inspect or, in addition to its other rights herein provided, exercise its rights with respect to the Collateral without interference from the Landlords or the Tenant.

4. No Default under Lease. The Landlords and the Tenant acknowledge and agree that the Assignee's grant of a lien and security interest to FCC in the Collateral and Assignments as security shall not constitute a default under either Lease or either Assignment nor permits either Landlords or the Tenant to terminate the applicable Lease or Assignment or for the exercise of any remedy by the Landlords or the Tenant. The Landlords and the Tenant hereby expressly consent to the Lender Security and the Assignments.

5. Acknowledgement of Security. The Landlords acknowledge and agree that:

a. to the extent necessary, the Landlords consent to the granting of security by the Assignee to FCC (the "**Security**");

b. the Assignee may extend, modify, renew or replace the Security without the consent of the Landlords and the word "Security" as used herein shall be deemed to include the Security as so extended, modified, or renewed or any replacement security or other document granted by the Assignee to FCC; and

c. FCC may enforce the Security and/or acquire title to the leasehold interest arising from the Lease (the "**Leasehold Interest**") in any lawful way, and/or may take possession of and manage the Leasehold Interest and/or FCC may assign the Lease subject to compliance by FCC with any provision of the Lease and the assignee shall be liable to perform the obligations imposed on the Assignee by the Lease only after and so long as such assignee has Landlordship or possession of the Leasehold Interest.

6. Access and Use. The Landlords and Tenant agree that FCC or its representatives may (i) upon 48 hours written notice, enter upon the Property to inspect the Collateral and (ii) upon 48 hours written notice confirming that the Assignee is in default under and pursuant to its credit agreement with FCC (the "**Credit Agreement**"), enter upon and use the Property, to exercise its rights and remedies under and pursuant to, and in accordance with, the Lender Security including, but not limited to, the right to operate, use, assemble,

appraise, display, sever, remove, maintain, prepare for sale, process or repair the Collateral or lease, transfer and/or sell (by private sale or public auction from the Property) the Collateral, or any part thereof. FCC shall also have the right, and a licence, to enter upon and use the Property (including any personal property that the Landlord or the Tenant leased to the Assignee prior to the exercise by either Landlord or Tenant of its rights and remedies, to enjoy all the rights and benefits of the Assignee under the Leases and Assignment re Leases, but without becoming the Assignee thereunder or otherwise assuming any obligations of the Assignee thereunder or any obligation to cure any defaults thereunder) including without limitation, the right to operate, use, assemble, appraise, display, sever, remove, maintain, prepare for sale, lease, process or repair the Collateral or lease, transfer and/or sell (by private sale or public auction from the Property) the Collateral, or any part thereof. During such time as FCC is actually in occupation of the Property, FCC shall pay to the Landlord the rent set out in the Head Lease plus any harmonized sales tax for each (6) months of use. FCC shall not be required to pay any other payments due or accruing due under the Leases, any other agreements or arrangements between the Landlords, the Tenant and the Assignee. The liability and responsibility of FCC, hereunder or otherwise in respect of the Collateral and/or Property shall be limited to the payment of the foregoing fee every (6) months, in arrears, during its use of the Property, further, the Leases and Assignment re Leases shall not terminate, be forfeited or expire without the express written consent of FCC until the expiry of the term of the Leases but the Leases shall be subject and subordinate to the rights of FCC hereunder.

7. Liability of FCC. Notwithstanding the provisions hereof or of the Security or of the mortgage and charge of the Leases contained in the Security, nothing herein or therein contained shall render FCC liable to the Landlords or the Tenant under the Leases or Assignments for the fulfilment or non-fulfilment of any of the obligations of the Sub Landlord, the Tenant or the Assignee thereunder. FCC hereby agrees with the Landlords and the Tenant that if FCC forecloses or takes possession of the Leasehold Interest pursuant to the Security, then, so long as FCC or its agent, nominee or assignee shall be the Landlord of or mortgagee in possession of the Leasehold Interest, FCC or its agent, nominee or assignee shall observe and perform all the obligations of the Assignee under the Leases and that if FCC or its agent, nominee or assignee exercises any power of sale under the Security, FCC shall require the purchaser to agree with the Landlord to observe and perform all the obligations of the Assignee under the Leases.

8. Events of Default. If the Assignee defaults under the Lease and fails to cure such default within any cure period allowed under the Lease, the Landlord agrees to give written notice of same to FCC and FCC shall have a period of sixty (60) days after the date of such notice within which to cure the default or defaults specified in such notice. If after the expiration of sixty (60) days after the giving of such notice as aforesaid the default specified in such notice shall continue to exist, then and in every such event, but not otherwise, at the option of the Landlord, the Lease may from and after the conclusion of the said period of sixty (60) days be terminated. Notwithstanding the foregoing provisions of this Section 8, if the default reasonably requires more time for FCC to cure than the aforesaid sixty (60) day period the Landlord shall not have the right to terminate the Lease if the curing of the default is promptly commenced by FCC after the giving of such notice to it, and is with due diligence thereafter completed.

9. No. Termination, Surrender etc. The Landlord will not agree with the Assignee and the Tenant to terminate, forfeit, cancel, alter, amend or modify the Lease or accept the surrender of the Property prior to the end of the term of the Lease, and the same shall not be effective, without the prior written consent of FCC, and the Landlord agrees that any right of termination of the Lease by the Assignee and the Tenant shall not be exercisable during the term of this Agreement without the prior written consent of FCC.

10. Successors and Assigns. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Landlords (including, without limitation, any successor

Landlord or encumbrancers of the Property), the Tenant, the Assignee and FCC. Specifically, the Landlords and Tenant acknowledge and agree that in connection with any refinancing of any loans to the Assignee or its affiliate (including, without limitation, an increase in the aggregate principal amount of indebtedness thereunder), FCC may assign this Agreement to a new lender extending such financing (the "**New Lender**"), in which event this Agreement shall, without further action by any party, be enforceable by the New Lender. Notwithstanding that the provisions of this paragraph are self-executing, the Landlords and the Tenant agree, upon request by the New Lender, to execute and deliver a written acknowledgment confirming the provisions of this paragraph in form satisfactory to the New Lender.

11. Registration by FCC. To the extent necessary, the Landlords and Tenant consent to the registration by FCC in any appropriate registry of any notice, document or fixture filing FCC in its discretion may deem desirable, appropriate or necessary, evidencing this Agreement, the Lease or the Lender Security in any Collateral which is or may in the future become a fixture or is or may in the future otherwise become attached to the Property. The Landlord shall not mortgage, charge or encumber the Property unless it further delivers, to FCC a written acknowledgement of any such mortgagee, chargee or encumbrancer to be bound by the terms hereof.

12. New Lease. If, as a result of a default under the Lease which is not capable of being cured by FCC, the Lease shall be terminated, or disclaimed before its stated expiration date, the applicable Landlord shall give written notice to FCC promptly accompanied by particulars of the nature and extent of the default which brought about termination and the Landlords agree that, upon the request of FCC, if such request is made in writing within sixty (60) days after the giving of the above-mentioned notice by the Landlord, it will grant to FCC or the nominee of FCC a new lease or sub lease of the Property between the Landlord, as landlord, and FCC or the nominee of FCC, as tenant, for a term equal in duration to the then remaining residue of the term of the Lease and at the same rent and otherwise upon the same terms and including the same covenants, provisos, agreements and conditions as are contained in the Lease; provided, however, the Landlord's obligation to grant the new lease or sub lease is conditional upon the Landlord being paid all moneys which would have been lawfully due and owing under the forfeited lease if it had not been forfeited (other than accelerated rent) to the date of the new lease or sub lease and the agreement of FCC or its nominee to perform such of the other covenants under the forfeited lease or sub lease which may be in default providing they are not incapable of being performed by FCC or its nominee. Any such new lease or sub lease and the leasehold estate thereby created shall retain the same priority as the Lease with respect to any mortgage of the Landlord's interest in the Property or other lien, charge or encumbrance thereof created by the Landlord. All revenues collected by the Landlord during the interval following termination of the Lease and prior to the commencement of the term of the new lease or sub lease shall be credited against any arrears under the Lease which would have existed had it not been terminated, and payments as they fall due under the new lease. The failure of FCC or its nominee to execute and deliver to the Landlord the new lease or sub lease within sixty (60) days after it has been tendered by the Landlord to FCC or its nominee, or to comply with any of the other provisions and conditions herein specified with respect to such new lease or sub lease, shall conclusively, unless otherwise agreed to in writing between the Landlord and FCC or its nominee, be deemed an abandonment and waiver on the part of FCC of all rights to obtain such new lease or sub lease.

13. Notice. All notices to any party under this Agreement shall be in writing and sent to such party by registered mail or by courier or by facsimile transmission, and shall be deemed to be given two days after delivery by mail or by courier or on the date of facsimile transmission to the addressee as follows:

If to the Tenant and Assignee:

150 Bridgeland Avenue, Suites 202/206
Toronto, ON M6A 1Z5

Attn: Associate General Counsel

If to the Head Landlord and Sub Landlord:

[ ]

Attn: [TBD]

If to FCC:

Loan Administration Centre
1133 St. George Boulevard
Suite 200
Moncton, NB E1E 4E1

Attn: Graham Legge
e-mail: graham.legge@fcc-fac.ca

14. Miscellaneous. The provisions of this Agreement shall continue in effect until the Landlord shall have received from FCC written certification that all loans and indebtedness of the Assignee under and pursuant to the Credit Agreement have been paid in full. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the Province of Ontario and the laws of Canada applicable therein.

15. Counterparts Facsimile. This Agreement may be executed in any number of counterparts or by facsimile, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

16. Independent Legal Advice. The Landlord acknowledges and agrees that it has been given an opportunity to seek independent legal advice before signing this agreement and that you have either obtained such independent legal advice or the Landlord has waived its right and opportunity to do so.

17. Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the Province of Ontario and the laws of Canada applicable therein.

18. Further Assurances. The Landlord agrees to execute, acknowledge, deliver and do and perform such further instruments and things as FCC may request to give effect to the terms hereof and to duly record this Agreement or a release, postponement and/or subordination in accordance with the terms hereof (including, without limitation, a revised landlord's waiver in form and substance sufficient for recording).

Remainder of page intentionally left blank

Acknowledged and Agreed on this ____ day of [ ], 2016.

HEAD LANDLORD: [ ]

Per: ______________________________
Name:
Title:

I have the authority to bind the corporation.

SUB LANDLORD:

______________________________ ______________________________
WITNESS [ ]

TENANT: **AMBER ENERGY CO-OPERATIVE INC.**

Per: ______________________________
Name:
Title:

I have the authority to bind the corporation.

ASSIGNEE:

SIF AMBER PROJECTS GP INC. in its capacity of general partner for **SIF AMBER PROJECTS LP**

Per: ______________________________
Name:
Title:

____
Name:
Title:

We have the authority to bind the limited partnership.

LENDER **FARM CREDIT CANADA**

Per: ______________________________
Name:
Title:

I have the authority to bind the corporation.

Schedule IV
Mortgagee Consent and Non-Disturbance Agreement

Please see attached.

MORTGAGEE CONSENT AND NON-DISTURBANCE AGREEMENT

This Agreement is made as of the ______ day of ________________, 2016, between:

[ ]
(the "**Mortgagee**")

- and –

FARM CREDIT CANADA
(the "**Lender**")

RECITALS:

A. By a lease agreement between [ ] (the "**Head Landlord**") and the [ ] (the "**Sub Landlord**", together with the Head Landlord, collectively, the "**Landlords**" and the "**Landlord**" may be either, as applicable) dated [ ] (the "**Head Lease**"), the Sublease & Consent to Sublease between the Head Landlord, the Sub Landlord and [ ] (the "**Tenant**") dated [ ] (the "**Sublease**", together with the Head Lease, collectively, the "**Leases**" and, individually, the "**Lease**", as applicable), the Agreement to Assign Subleases between the Tenant and [ ] (the "**Assignee**") dated [ ], as amended on [ ] (collectively, the "**Assignment re Leases**"), and the Agreement to Assign FIT Contracts between the Tenant and the Assignee dated [ ] (the "**Assignment re FIT Contracts**", together with the Assignment re Leases, collectively, the "**Assignments**") the Landlords and Tenant's interest in the FIT Contract # [ ] and the portion of the property legally described as PIN# [ ] (the "**Property**") needed to erect, construct, reconstruct, install, remove, maintain and operated the Generating Facility (as defined in the Lease), the electrical connection line from the Generating Facility to the Connection Point (as defined in the Lease) and the LV/HV transformer near the Connection Point and all related equipment, rights, payments, income and proceeds (collectively, the "**Collateral**") was assigned to the Assignee;

B. The Lender has agreed to provided financing to the Assignee secured, inter aria, by security agreements in respect of which financing statements have been filed pursuant to the *Personal Property Security Act* (Ontario), a notice of security interest and a charge of lease (collectively, the "**Security**");

C. The Security creates a charge and security interest in and over all of the Collateral;

D. The Landlords have entered into an Acknowledgement and Agreement with the Tenant, the Assignee and the Lender (the "**Acknowledgement and Agreement**"), a copy of which is attached as Schedule I hereto;

E. The Head Landlord has mortgaged the property legally described as PIN# [ ] (the "**Premises**") to the Mortgagee by a mortgage registered on [ ] as Instrument No. [ ]; and

F. The financing by the Lender of the Assignee is conditional upon the Mortgagee entering into this Agreement with the Lender.

WITNESS that in consideration of the premises and agreements herein and of the sum of TWO ($2.00) DOLLARS now paid by each of the parties to the other and of other valuable consideration, receipt of which is acknowledged, the Mortgagee and the Lender hereby covenant and agree as follows:

1. In the event that the Mortgagee comes into possession of or ownership of the Premises or any portion thereof, the Mortgagee hereby agrees to be bound by the terms of the Landlord's Waiver as if the Mortgagee had executed the Acknowledgment and Agreement as Head Landlord thereunder.

2. In the event that the Mortgagee comes into possession of or ownership of the Premises or any portion thereof, the. Lender hereby agrees to treat the Mortgagee as if the Mortgagee had executed the Acknowledgment and Agreement as Head Landlord thereunder.

3. All notices to any party under this Agreement shall be in writing and sent to such party by registered mail or by courier, as follows:

   (a) to the Lender:

   Loan Administration Centre
   1133 St. George Boulevard
   Suite 200
   Moncton, NB E1E 4E1

   Attention: Graham Legge
   E-mail: graham.legge@fcc.fac.ca

   (b) to the Mortgagee:

   ____
   ____
   ____

   Attention: ______________________

4. The provisions of this Agreement shall continue in effect until the Mortgagee shall have received from the Lender written certification that all loans and indebtedness of the Assignee have been paid in full.

5. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the Province of Ontario and the laws of Canada applicable therein.

6. This Agreement may be executed in any number of counterparts or by facsimile, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart

7. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective administrators, successors and assigns.

IN WITNESS. WHEREOF the parties hereto have executed this Agreement

FARM CREDIT CANADA

Per: ______________________________
Name:
Title:

I have the authority to bind the corporation.

[ ]

Per: ______________________________
Name:
Title:

I have the authority to bind the corporation.

Schedule V
Material Agreements

Any other current or future GP Management Agreement, O&M Agreement, Solar Project Leases and Connection Cost Agreements entered into during the term of the Credit Facility

Schedule VI
Permitted Debt

Nil

Schedule VII
Form of Compliance Certificate

Please see attached.

COMPLIANCE CERTIFICATE

To: Farm Credit Canada ("FCC") **Date: [•]**

From: SIF Amber Projects LP (the "Borrower")

Re: Credit Agreement between the Borrower, FCC and others dated [•], 2016 (as amended, restated, modified or replaced, the "**Credit Agreement**") and the Borrower's annual review engagement financial statements for the period ending [•]

I, [•], hereby certify for and on behalf of SIF Amber Projects GP Inc. in its capacity of general partner for the Borrower, that:

1. I an officer of [•] and I make these representations, warranties and certifications knowing that FCC will be acting in reliance thereon in extending or continuing to extend credit under the credit facilities in favour of the Borrower under the Credit Agreement.

2. I am familiar with and have examined the provisions of the Credit Agreement and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of the Borrower.

3. In accordance with the terms of our Credit Agreement, attached hereto are our annual review engagement financial statements prepared on a standalone basis as described below for the period ending [•]. We [are/are not] in compliance with all financial covenants set out in the Credit Agreement for such period end. The calculations made to determine compliance were the following:

Financial Covenant	Calculation	Compliance
Debt Service Coverage Ratio		
The Debt Service Coverage Ratio calculated for the Borrower on a standalone basis, at its fiscal year-end [insert year] and thereafter will not be less than 1.10:1.00. To be tested annually.	See Attached	[Yes/No]

4. I have further reviewed the Credit Agreement and have no knowledge of the occurrence of any Events of Default thereunder or any event that, with the passage of time, would constitute an Event of Default.

5. No events, circumstances or developments have arisen that would have a Material Adverse Effect or would cause any information or other matter previously disclosed to FCC by or on behalf of the Borrower or any of its affiliates, representatives or advisers to be incorrect in any material and adverse respect as at and immediately following the date of such financial statements or the date of delivery of the last Compliance Certificate.

[the remainder of this page was intentionally left blank]

SIF AMBER PROJECTS GP INC. in its capacity of general partner for **SIF AMBER PROJECTS LP,** as Borrower

____
Name:
Title:

____
Name:
Title:

I/We have the authority to bind the limited partnership.

Schedule 5.1(a)
Form of O&M Agreement

Please see attached.

OPERATION AND MAINTENANCE AGREEMENT

Between

KBRE LTD.

and

SIF AMBER (3.5) PROJECTS LP

OPERATION AND MAINTENANCE AGREEMENT

This Operation and Maintenance Agreement (the "**Agreement**"), is made and entered into as of the 25th day of May, 2017 (the "**Effective Date**") by KBRE Ltd. with offices in Toronto, Ontario (the "**Service Provider**"), and **SIF Amber (3.5) Projects LP** (the "**Owner**") with offices in Toronto, Ontario with respect to O & M Services as defined herein performed by the Service Provider in relation to the Installation as defined herein.

NOW THEREFORE, in consideration of the sum of Two Dollars ($2.00), mutual covenants, undertakings and conditions set forth below, the Parties agree as follows:

SECTION 1. DEFINITIONS

Unless otherwise required by the context in which any defined term appears, the following defined terms shall have meanings specified in this Section 1.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such first Person. For the purposes of this definition, "control" and its derivatives mean, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction securities or otherwise. "Control" may be deemed to exist notwithstanding that a Person owns or holds, directly or indirectly, less than 50% of the beneficial equity interest in another Person.

"**Applicable Law**" or "**Law**" means, with respect to any Person, property, transaction, condition or event, any present or future: (a) domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, convention, rule, regulation, restriction or by-law (zoning or otherwise); (b) judgment, order, writ, injunction, decision, direction, determination, ruling, decree or award; (c) regulatory policy, practice, ruling, interpretation, guideline, requirement or directive; or (d) Authorization, binding on or affecting the Person, property, transaction or event referred to in the context in which the term is used.

"**Assets**" means, with respect to any Person, any property, assets and undertakings of such Person of every kind and where so ever situate, whether now owned or hereafter acquired (and for greater certainty, included any equity or like interest of any Person in any other Person).

"**Authorization**" means, with respect to any Person, any order, permit, approval, grant, licence, consent, right, franchise, privilege, certification, exemption, waiver, registration or other authorization of any Governmental Authority having jurisdiction over such Person or the property and assets of such Person, whether or not having the force of Law.

"**Bankruptcy**" means a situation in which: (i) a Party shall file a voluntary petition in bankruptcy under Bankruptcy Law or shall consent to the institution of an involuntary case thereunder against it, or shall be adjudicated as bankrupt or insolvent, or shall file any petition or answer or consent seeking any reorganization arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the present or future applicable, federal, provincial or other statute of law relative to appointment of any trustee, receiver, conservator or liquidator of such Party or of all or any substantial part of its properties; (ii) a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against any Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future federal bankruptcy act, or any other present or future applicable the present or future federal bankruptcy act, or any other present or future applicable federal, provincial or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and either (a) such Party shall acquiesce to such order, judgment or decree or (b) such order, judgment or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or a trustee, receiver, conservator or liquidator of such Party shall be appointed either (a) with the consent or acquiescence of such Party or (b) such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive; (iii) a Party shall admit in writing its ability to pay its debts as they mature; (iv) a Party shall give notice to any person or entity of insolvency or pending insolvency, or suspension or pending suspension of operations; or (v) a Party shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"**Bankruptcy Law**" means the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* (Canada) and any other federal insolvency, reorganization, moratorium or similar law for the relief of debtors, or any successor statute.

"**Business Day**" shall mean any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario.

"**Claim**" means, with respect to any Person, any actual or prospective action, suit, order, charge, penalty, claim, demand, litigation, investigation or proceeding of any kind of nature whatsoever against or otherwise involving such Person or the property or assets of such Person;

"**COD**" means the date on which a System is deemed to have achieved Commercial Operation (as defined in the FIT Contract applicable to such System) pursuant to a written notice issued by IESO under Section 2.6(a) of the FIT Contract;

"**Connection Agreement**" means the agreement or agreements entered into between the LDC and the Owner (or its predecessor in title to the Installation and assigned to the Owner with the LDC's consent) with respect to the connection of the Installation to the local distribution system.

"**Connection Point**" means the electrical connection point between the Installation and the local distribution system where electricity is supplied into LDC's distribution system, as more particularly described in the Connection Agreement.

"**Confidential Information**" means (a) all information and documentation of a Party or its Affiliates, whether disclosed to or accessed thereby in connection with this Agreement, that is: (i) in writing or other tangible form and identified in writing as "confidential" at the time of disclosure; (ii) disclosed orally and identified at the time of disclosure as "confidential" and is thereafter summarized in writing by the disclosing Party, marked as confidential, and delivered to the receiving Party within thirty (30) days of such oral disclosure; or (iii) would reasonably be known or expected to be confidential or proprietary to a Party and (b) the terms of this Agreement.

"**Effective Date**" means the date set forth on page 2 of this agreement.

"**Environmental Claims**" include, without limitation: (i) any Claim by any Governmental Authority instituted, pending or completed or, to the best of the knowledge of the Owner, threatened or anticipated, pursuant to any Environmental Laws against the Owner, any real property owned or leased by the Owner or managed by or under control of the Owner, a System, other Assets of the Owner or any other property that any of the Owner had charge, management or control over; and (ii) any Claim made or, to the best of the knowledge of the Owner, threatened or anticipated, by any third party against the Owner, a System or any property or Assets of the Owner resulting from or relating to any Environmental Laws or any Hazardous Substance.

"**Environmental Laws**" means all Applicable Laws relating to the environment, occupational health and safety, Hazardous Substances, pollution or protection of the environment, including Applicable Laws relating to: (i) on-site or off-site contamination; (ii) occupational health and safety relating to Hazardous Substances; (iii) chemical substances or products; (iv) Releases of Hazardous Substances into the environment; and (v) the manufacture, processing, distribution, use, treatment, storage, transport, disposal or handling of, or containment, investigation, clean-up or other remediation of or corrective action for Hazardous Substances.

"**EPC Agreement**" [intentionally deleted]

"**FIT**" means Feed-in-Tariff.

"**FIT Contracts**" means the FIT contracts between the Owner and IESO governing the supply of power to the LDC from the System, listed in Schedule B hereto, and "**FIT Contract**" means any one of them.

"**Force Majeure**" has the meaning set forth in Section 15.1.

"**Good Utility Practices**" means the practices, methods, and acts (including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the renewable energy electric generation industry, and/or NERC) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should reasonably have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, permits, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy, and expedition. With respect to the Installation, Good Utility Practice(s) includes, but is not limited to taking all reasonable steps to ensure that:

(a) equipment, materials, resources, and supplies, including spare parts inventories, are available to meet the Installation's needs;

(b) sufficient operating personnel are available at all times and are adequately experienced and trained and licensed as necessary to operate the Installation properly, efficiently, and in coordination with Hydro One Networks Inc. or the applicable LDC and are capable of responding to reasonably foreseeable emergency conditions whether caused by events on or off the Installation Site;

(c) preventive, routine, and non-routine maintenance and repairs are performed on a basis that ensures reliable, long-term and safe operation, and are performed by knowledgeable, trained, and experienced personnel utilizing proper equipment on or off the Installation Site;

(d) appropriate monitoring and testing are performed to ensure equipment is functioning as designed;

(e) equipment is not operated in a manner that would invalidate any warranties provided in respect of the Installation, and is not operated in a reckless manner, in violation of manufacturer's guidelines or in a manner unsafe to workers, the general public, or the interconnected system or contrary to environmental laws, permits or regulations or without regard to defined limitations such as, flood conditions, safety inspection requirements, operating voltage, current, volt-ampere reactive (VAr) loading, frequency, rotational speed, polarity, synchronization, and/or control system limits;

(f) equipment and components meet or exceed the standard of durability that is generally used for electric generation operations in the region and will function properly over the full range of ambient temperature and weather conditions reasonably expected to occur at the Installation Site under normal conditions;

(g) equipment, components, and processes are appropriately permitted with any local, municipal, provincial, or federal Governmental Authority and are operated and maintained in accordance with applicable permit and regulatory requirements; and

(h) mounting/racking system are maintained and replaced as necessary.

"**Governmental Approval**" means any approval, consent, franchise, Permits, certificate, resolution, concession, license, or authorization issued by or on behalf of any applicable Governmental Authority,

"**Governmental Authority**" means the government, parliament or legislature of Canada or any other nation, or of any political subdivision thereof, whether provincial, state, municipal or local, and any agency, authority, instrumentality, ministry, department, tribunal, regulatory body, Commission, board, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

"**Hazardous Substance**" means any substance, material or waste regulated, listed or prohibited by Environmental Laws including, without limitation: (i) those things included in the definition of "contaminants", "pollutants", "substances", "hazardous wastes", "deleterious substances", "dangerous goods", "hazardous substances", "toxic substances" or "waste" under Environmental Laws; or (ii) any substance, material or waste that is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) flammable explosives or (e) radioactive materials.

"**IESO**" means with the Independent Electricity System Operator ("**IESO**") formerly the Ontario Power Authority (the "**OPA**").

"**Installation**" means all appurtenant structures and equipment, electrical interconnection facilities, and real property interests associated with a System as defined.

"**Installation Site**" means the real property described in a System.

"**Insolvent**" means with respect to a Person, that such Person shall generally not pay its debts as such debts become due or shall admit in writing its inability to pay its debts generally as they become due or a Bankruptcy situation occurs with respect to such Person.

"**Local Distribution Company**" or "**LDC**" means the local electric distribution company whose licensed service area includes the Installation Site.

"**Losses**" means any and all damages, fines, penalties, deficiencies, losses, liabilities (including settlements and judgments and excluding consequential and incidental damages), costs and expenses of any kind, character or description (including payments, refunds and delivery of additional goods and/or services, interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts and professionals or other reasonable fees and expenses of litigation or other proceedings or of any claim, default or assessment).

"**Maintenance Schedule**" means the maintenance schedule attached as Schedule A.

"**NERC**" means the North American Electric Reliability Council or any successor organization.

"**O & M Manual**" is a system manual which specifies operation and maintenance procedures for the Installation, as initially provided to Owner and as may be updated and redrafted by the Service Provider from time to time to meet the requirements of this Agreement.

"**O & M Services**" has the meaning set forth in Section 4 of this Agreement.

"**O & M Services Fee**" means an operation and maintenance services fee in the annual amount of Four Percent (4%) of the annual FIT revenue, payable on a quarterly basis in arrears. Payments will be calculated based on 4% of the revenue received each month by the Owner from the Local Distribution Company and paid to the Service Provider quarterly in arrears.

"**O&M Payment Date**" has the meaning set forth in Section 9.1 of this Agreement.

"**Owner Indemnified Party**" means any of Owner's officers, directors, partners, shareholders, employees, agents, contractors or subcontractors.

"**Party**" or "**Parties**" means Service Provider and Owner, individually or collectively, as appropriate.

"**Person**" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, firm, or other entity, or a Governmental Authority.

"**Permits**" has the meaning set forth in Section 9.4.

"**PV**" means photovoltaic.

"**Release**" when used as a verb, includes release, spill, leak, emit, deposit, discharge, leach, migrate or disposal of a Hazardous Substance into the environment and the term "Release" when used as a noun has a correlative meaning.

"**Replacement Equipment**" means all items of capital equipment comprising a System and Installation, including but not limited to photovoltaic modules, inverters, racking structures, and any other appurtenant structures.

"**Section**" means a section, clause, paragraph, subsection or article of this Agreement, unless specifically stated otherwise.

"**Solar Services**" means the sale and delivery of solar energy produced by a System to the LDC pursuant to the FIT Contract.

"**Subcontractor**" means (i) any subcontractor, vendor, or supplier of materials or labour to Service Provider or any other Subcontractor or (ii) any Person engaged or employed by either in connection with the performance of any portion of the O & M Services.

"**Subcontracts**" shall mean (a) any agreement entered into between the Service Provider and a Subcontractor as permitted under this Agreement and (b) any other subcontract entered into between the Subcontractor and another subcontractor permitted under this Agreement.

"**Subcontract Warranties**" shall mean any warranties under the Subcontracts.

"**Systems**" means the rooftop solar photovoltaic systems located municipally at those addresses listed in Schedule B hereto, and "**System**" means any one of them.

"**Term**" has the meaning set forth in Section 3.1 hereof.

"**Notice**" has the meaning set forth in Section 6.1.

"**Warranty**" or "**Warranties**" means (a) all warranties provided by the Service Provider and (b) the Subcontract Warranties.

SECTION 2. PERFORMANCE STANDARD

Service Provider agrees to provide O & M Services for the Systems under the terms hereof. Service Provider will conduct the O & M Services in accordance with Good Utility Practices, in a manner consistent with the preservation of the Warranties, Good Utility Practices, manufacturer's written recommendations, and in accordance with this Agreement.

SECTION 3. TERM

3.1 Term.

Unless earlier terminated pursuant to Section 6, the term of this Agreement shall be five (5) years from the Effective Date pursuant to this Agreement (the "**Initial Term**"). This Agreement shall automatically renew for an additional five (5) years at the end of the Initial Term, on the same terms and conditions, subject to either party providing written notice of termination to be effective at the end of the Initial Term no later than six (6) months prior to the completion of the Initial Term.

3.2 Commencement.

The O & M Services with respect to each System shall commence at COD.

SECTION 4. O & M SERVICES

The O & M Services include performing the operation and maintenance services described in Schedule A, the maintenance requirements specified in the Warranties, and the duties set forth in this Section 4 (collectively, the "**O & M Services**").

4.1 General Requirements.

Service Provider acknowledges that while performing the O & M Services and any other services under this Agreement it will abide by all terms applicable to the operation and maintenance of the Installation as may be set out in the FIT Contract and the Connection Agreement. Owner agrees to provide Service Provider with written notice of any changes to such terms. The Owner shall ensure the Service Provider has full access to the monitoring system installed at the project site in order to complete the O&M Services as detailed in these General Requirements and Schedule A. The Service Provider acknowledges and agrees that O & M Services, in respect of each System, include:

(a) operating the Installation and providing all operation and maintenance services for the Installation required by (i) the O & M Manual, or by written operation or maintenance instructions provided by Owner, and as may be specified in the applicable Warranties including procedures for responding to malfunctions or reduced performance, (ii) all Applicable Laws (iii) Good Utility Practices, (iv) the Ontario Electrical Safety Code in respect of solar power Installation, (vi) the FIT Contract and (vii) all applicable Permits;

(b) acting as Owner's agent (if requested to do so) in the enforcement of the Warranties;

(c) supervise and be responsible for the quality of components supplied by or the work conducted by any Subcontractors, as well as the conduct of Subcontractors while at the Installation Site;

(d) at the cost of the Owner, promptly providing and installing all necessary replacement parts, refreshing major components as necessary and in any event, as often as specified in the Maintenance Schedule;

(e) subject to the provisions of Section 9.3, obtaining all spare parts and Replacement Equipment for the Installation, maintaining a spare parts inventory for the Installation and timely installing, repairing, maintaining, refurbishing and replacing all Replacement Equipment and other equipment, material, or parts in the inventory as required for operating the Installation, while minimizing Installation downtime and maximizing energy output from the Installation;

(f) conducting all activities required by, and when stipulated by the O & M Manual and the Maintenance Schedule, including preventative maintenance in accordance with manufacturer's specifications, to ensure proper operation of the photovoltaic (PV) system and taking all actions to ensure the continued effectiveness of all Warranties;

(g) restart the System in the event of a hydro power outage;

(h) at the cost of the Owner, maintaining and obtaining Governmental Approvals currently required under Applicable Laws to operate and maintain the Installation;

(i) Service Provider shall actively monitor performance of the Installation as required by the Warranties and respond in a timely manner to system faults, performance below specified capacity and/or notifications regarding performance of the Installation in accordance with the troubleshooting tasks and monitoring protocol described in the O & M Manual;

(j) providing monitoring reports or real time monitoring statistics and information required for billing purposes;

(k) if requested to do so, reporting on the physical condition of operating Assets and operation metrics of operating Assets as may be required by the Owner for audit purposes; and

(l) service and perform all such preventative maintenance on the transformers as may be required or recommended by the manufacturer.

4.2 Other duties.

The Service Provider shall:

(a) at the cost of the Owner, provide materials, supplies, equipment, vehicles, and other items necessary or desirable for the performance of the O & M Services;

(b) provide administrative and procurement services related to the O & M Services as necessary;

(c) schedule, in coordination with Owner, the LDC, and/or Hydro One Networks Inc., any power outages and maintenance shutdowns to reasonably minimize interruption of operation of the Installation and to maximize energy production and revenues from the Installation;

(d) maintain true and accurate records of its performance of O & M Services, including maintenance logs, records and reports documenting the maintenance of the Installation;

(e) maintain current revisions to the drawings, specifications, lists, clarifications and other materials created by Service Provider or provided to Service Provider by Owner; and

(f) maintain true and accurate records of the solar resource at the Installation Sites and of the performance of the System.

For purposes of resolving any dispute between the Parties, in the event of a conflict between the O & M Manual, and the actions needed to comply with the Warranties, the terms of the Warranties shall govern. Where there is no conflict between the O & M Manual and the Warranties, the higher standard of operational and maintenance care shall be provided.

4.3 Excluded Services.

The Services shall not include, and the Service Provider shall not be responsible for, any maintenance, repair, or other services not expressly described as being included in Sections 4.1 and 4.2 and Schedule A (the "**Excluded Services**"). If Owner desires to have Service Provider provide Excluded Services, then Owner shall submit to Service Provider a written request for the Excluded Services setting out the desired frequency, timing and particulars of such services. The Parties may negotiate and execute a separate addendum or statement of work to this Agreement adding to the scope of the Services to include the Excluded Services. Service Provider will have no obligation to provide Excluded Services until the Parties have agreed in writing, signed by the Parties, to all of the particulars of the Excluded Services, including the price to be paid therefor by Owner.

4.4 Reporting Requirements.

The Service Provider shall:

(a) In respect of each System, provide notices to Owner, all in reasonable detail and promptly and in any event in accordance with the O & M Manual upon learning of the event requiring notice, as follows:

(i) any actual or potential violation of any Governmental Approval of which Service Provider becomes aware, including if such actual or potential violation is related to the O & M Services;

(ii) any accidents or incidents at the Installation or Installation Site;

(iii) any material defects or malfunctions of the System or the Installation and the Service Provider's corrective action plan to address such material defects;

(iv) any Environmental Claim or Release of Hazardous Substances at, upon or into the Installation Site which is in violation of Applicable Law and could give rise to an Environmental Claim;

(v) the occurrence of any event resulting in Force Majeure;

(vi) the occurrence of any proceeding for the expropriation of any assets relating to the Installation;

(vii) any notices to it received from the IESO/OPA or the LDC pursuant to the FIT Contract and the Connection Agreement (as applicable); and

(viii) all events, occurrences, conditions, and issues of which Service Provider becomes aware and that Service Provider reasonably considers are material to, or are likely to have an adverse effect that is more than trivial, on the Installation or the operation, maintenance, or results of operations thereof, including notices of liens and claims of liens;

(b) submit to Owner: (a) within 10 Business Days after the end of each calendar month, a monthly energy production report describing the actual and projected energy output of the Installation, including a brief description of any material variances between projected and actual energy output; and (b) on a semi-annual basis, copies of maintenance logs, records and reports documenting the maintenance of the System and Service Provider's activities as required by the Maintenance Schedule;

(c) upon request from Owner, provide any information regarding the Installation reasonably required by Owner for any reports to any federal, provincial, and municipal Governmental Authority that are required to be prepared by Owner;

(d) provide to Owner online access to real-time System performance data;

(e) provide to Owner such other information as Owner may reasonably request; and

(f) provide to Owner such information and reports as may be required by Owner's financial auditors.

4.5 Maintenance Schedule.

Service Provider shall on or before January 1 of each year during the term of this Agreement provide a revised Maintenance Schedule. Such Maintenance Schedule shall include detailed information for the next year with respect to proposed maintenance, repairs and refurbishments.

4.6 Malfunctions and Emergencies.

Service Provider and Owner shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Service Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Service Provider shall notify Owner within twenty-four (24) hours following its discovery of (i) an emergency, (ii) any non-trivial malfunction in the operation of the Installation or (iii) an interruption in the supply of Solar Services; and in the event that Owner shall become aware of such conditions, Owner shall take reasonable actions to notify Service Provider of such conditions. If an emergency condition exists, Service Provider shall promptly dispatch the appropriate personnel immediately to perform the necessary repairs or corrective action in an expeditious and safe manner; and further, in the event of any emergency endangering life or property of which Service Provider is or should reasonably be aware, Service Provider shall take such action as may be necessary to prevent, avoid, or mitigate injury, damage, or loss and shall promptly notify the Owner of any such emergency and the related actions taken by Service Provider.

4.7 KBRE Ltd.

Owner acknowledges that Service Provider intends to subcontract certain services and work arising from, or related to, this Agreement with KBRE Ltd. as a local source of skilled trade. In that regard the Service Provider intends to provide KBRE Ltd. the first opportunity to provide a quote for services and/or work pertaining to the Projects and subject to such quote being commercially competitive, the preference of the Service Provider is to subcontract with KBRE Ltd. for such services and/or work.

SECTION 5. STANDARDS FOR PERFORMANCE OF THE SERVICES

5.1 Warranty Satisfaction.

Service Provider will provide O & M Services in a manner that satisfies Owner's obligations under the Warranties and will not void or compromise the Warranties or any other warranties (including any manufacturer's warranties) applicable to any component of a System.

5.2 General Standards.

Service Provider agrees that it shall perform the O & M Services or cause Subcontractors to perform the O & M Services and shall satisfy its other obligations under this Agreement in all respects in a prudent, reasonable, and efficient manner and in accordance with (i) the O & M Manual or other operation or maintenance instructions provided by Owner and all Warranties, (ii) all Applicable Laws, (iii) Good Utility Practices, (iv) the Ontario Electrical Safety Code, and (v) all applicable Permits.

5.3 Interruptions.

System Manager shall perform the O & M Services so as to attempt to minimize interruption of operation of the Installation.

5.4 Standards for Engagement of Subcontractors.

Service Provider shall cause all Subcontractors to perform their work in conformity with all provisions hereof. No Subcontractor is intended to be, or shall be deemed to be, a third-party beneficiary of this Agreement. Service Provider agrees that it shall be fully responsible to the Owner for the acts and omissions of the Subcontractors and of any Persons directly or indirectly employed by them, as it is for the acts or omissions of Persons directly employed by Service Provider. Nothing contained herein shall (i) create any contractual relationship between any Subcontractor and Owner with respect to the O & M Services or (ii) obligate Owner to pay, or to cause the payment of, any Subcontractor. Entry into any Subcontract shall not relieve Service Provider of any of its obligations to perform the O & M Services in accordance with this Agreement.

5.5 Hazardous Substances.

Service Provider shall not, and shall not permit any Subcontractor to, directly or indirectly bring any Hazardous Substances in any material quantity to the Installation Site or to permit the manufacture, storage, transmission, or presence of any Hazardous Substance at the Installation Site except in accordance with Applicable Law and Governmental Authorizations or to release, discharge, or otherwise dispose of any Hazardous Substances at the Installation Site. Service Provider shall be liable for, and shall perform necessary clean-up, removal, and remediation of, any Hazardous Substances for which it or any of its Subcontractors bring to the Installation Site.

5.6 Subcontractor Warranties.

Service Provider agrees that it will, during the period of any warranties provided under this Agreement, enforce all Warranties. Owner acknowledges that the Service Provider will be entitled to make any claims under and enforce the Warranties directly against the relevant Subcontractors and will have the right to initiate and conduct all correspondence, discussions and negotiations in relation to any claims under or in relation to enforcement of the Warranties.

5.7 Purchase of Equipment.

Intentionally deleted

5.8 Permits; Changes in Applicable Law.

(a) Service Provider shall be responsible for procuring, obtaining, maintaining and complying with all current applicable Permits issued or to be issued in either Service Provider's or Owner's name which are required to keep the Installation fully operational.

(b) If any new applicable Permits shall become necessary for the Owner, operation or maintenance of the Installation due to a change in the Applicable Law after the date of this Agreement, Service Provider shall cooperate and assist to obtain such Permits in a timely manner and Owner shall reasonably cover the out-of-pocket cost(s) they may be incurred by Service Provider in obtaining such Permits. In the event that the requirement to obtain an applicable Permit arises as a result of any omission, neglect or default of Service Provider, Service Provider shall reimburse Owner for any of its Losses arising as a result of or in connection with such omission, neglect or default and Service Provider shall otherwise be responsible for procuring, obtaining, maintaining and complying with such Permits. Each of Service Provider and Owner agree to inform the other as soon as practicable upon becoming aware of the need for a new applicable Permit after the date of this Agreement or the renewal of an applicable Permit.

(c) Owner and Service Provider each agree to reasonably cooperate with and assist the other in obtaining all applicable Permits. Notwithstanding anything in this Agreement to the contrary (including but not limited to this Section 5.8), Service Provider shall be required to comply with Applicable Laws.

5.9 Metering.

Service Provider shall arrange for testing and calibration of the reference meter(s) at an accredited meter verification laboratory on a regularly scheduled basis as determined by Service Provider, acting reasonably.

SECTION 6. TERMINATION

6.1 By Owner.

Owner may terminate this Agreement by delivery of a Termination Notice in the event of any of the following:

(a) Service Provider becomes Insolvent; or

(b) since the date of this Agreement a material deterioration of the financial situation of Service Provider as evidenced by a failure to pay amounts due to creditors as they come due; or

(c) any failure by Service Provider to perform any of its obligations under this Agreement, which failure is not remedied within 15 calendar days of written notice of such failure from Owner to Service Provider; provided that if such failure can be remedied (A) but failure cannot reasonably be remedied within such 15 calendar day period and (B) Service Provider commences cure of such failure within such 15 calendar day period and thereafter diligently seeks to remedy such failure according to a reasonable plan as agreed to by the Owner, then Owner shall not be entitled to terminate this Agreement until such time as Service Provider ceases all reasonable endeavors to cure such failure; or

(d) a Force Majeure Event occurs which prevents Service Provider from providing a material part of the Systems Services for a continuous period of at least 90 calendar days and Owner reasonably concludes such inability to provide services is not reasonably likely to be remedied within a further period of 90 calendar days; or

6.2 By Service Provider.

Service Provider may terminate this Agreement in the event of any of the following:

(a) Owner fails to pay to Service Provider any amounts due under this Agreement (other than any amounts which are the subject of a bona fide dispute) within 30 calendar days of written notice of such failure from Service Provider to Owner; or

(b) breach by Owner of any of its material obligations under this Agreement which materially impairs Service Provider's ability to perform its obligations under this Agreement which breach is not remedied within 15 calendar days of written notice of such failure from Service Provider to Owner; provided that if such failure can be remedied (A) but failure cannot reasonably be remedied within such 15 calendar day period and (B) Owner commences cure of such failure within such 15 calendar day period and thereafter diligently seeks to remedy such failure, then Service Provider shall not be entitled to terminate this Agreement until such time as Owner ceases reasonable efforts to cure such failure. However, Service Provider shall be entitled to terminate this Agreement in any event if such failure continues for a period of more than 90 calendar days from the date of receipt by Owner of the original written notice of such failure from Service Provider; or

(c) Owner becomes Insolvent; or

(d) a Force Majeure Event occurs which prevents Service Provider from providing a material part of the Systems Services for a continuous period of at least two years and Service Provider reasonably concludes such inability to provide services is not reasonably likely to be remedied within a further period of 90 calendar days.

6.3 Termination of Purchase Agreement.

Intentionally deleted.

6.4 Termination Notice.

A notice of termination of this Agreement given pursuant to this Section 6 (the "**Termination Notice**") shall specify in reasonable detail the circumstances giving rise to the Termination Notice. Except to the extent otherwise provided herein, this Agreement shall terminate on the date specified in the Termination Notice, which date shall not be earlier than the date upon which the applicable Party is entitled to effect such termination as provided above.

6.5 Effect of Termination.

Termination of this Agreement shall not affect any rights or obligations as between the Parties which may have accrued prior to such termination or which expressly or by implication are intended to survive termination, whether resulting from the event giving rise to termination or otherwise. Upon termination of this Agreement, Service Provider agrees to grant and to cause any required Affiliate to grant to Owner an irrevocable, non-exclusive, perpetual, royalty free and fully paid-up right to use all intellectual property of Service Provider or any Affiliate that is required for the sole purpose of operating and maintaining the Installation (with a right to assign or sublicence all or any part of these rights to an Affiliate and other third parties who acquire ownership or operational management responsibility for the Installation) including, without limitation, the ability to repair and obtain replacement parts therefor. Service Provider shall deliver to Owner all documents, manuals, reports and know-how required to continue the commercial operation of the Installation and shall provide such transition services reasonably necessary to facilitate the orderly transition to a new O & M provider.

SECTION 7. NO LIENS OR ENCUMBRANCES

Service Provider shall keep and maintain the Installation free and clear of all liens and encumbrances resulting from the action of Service Provider or work done at the request of Service Provider, except for such liens or encumbrances resulting directly from non-payment of any amounts due and owing to Service Provider under this Agreement.

SECTION 8. ACCESS TO INSTALLATION

Owner hereby grants Service Provider access to the Installation Site and the Installation and in no event shall Owner's consent be required for Service Provider or its authorized agents, employees or Subcontractors to access the Installation Site or the Installation in order to provide any maintenance activities, maintenance of the grounds, emergency services or to conduct other O & M Services, in all cases, to the extent that such activities and/or services are within the scope of this Agreement, are provided in accordance with the terms of this Agreement and Service Provider is not in default (subject to any applicable cure periods) of performing its obligations hereunder. Subject to the foregoing provisions, Service Provider shall have the right to grant access to and shall, where appropriate, supervise access to the Installation Site or the Installation to any agent or employee of Service Provider for the performance of O & M Services and additionally to Subcontractors for matters reasonably related to the O & M Services.

SECTION 9. PRICE AND PAYMENT

9.1 O & M Fee.

For all O & M Services provided by Service Provider under this Agreement, Owner shall pay to the Service Provider the O & M Services Fee in arrears on a quarterly basis beginning on each January 1 following the Effective Date (each such date, an "**O&M Payment Date**"). The first and final payments of the O & M Services Fee will be adjusted in proportion to the period of time applicable from the Effective Date to the first O & M Payment Date, and the period of time applicable from the final O & M Payment Date to the date of expiry or termination of this Agreement, respectively. For clarity, the O & M Services Fee does not include the cost of any materials, equipment, vehicles, labour, Replacement Equipment, or any other cost that is not specifically noted in this Agreement to be the obligation of the Service Provider. Any such costs shall be invoiced by the Service Provider to the Owner in addition to the O&M Services Fee and shall be payable by the Owner on the next applicable O&M Payment Date after invoicing, subject to the Replacement Equipment which shall be payable pursuant to section 9.3 herein.

9.2 Method of Payment.

Owner shall cause payments for all undisputed amounts under this Agreement to be made by cheque or electronic funds transfer in immediately available funds to the account designated by Service Provider. All payments for all undisputed amounts which are not paid net thirty (45) days shall bear interest accruing from the date becoming past due until paid in full at a rate equal to the lesser of one percent (1%) per month (12% per annum), or the maximum rate allowed under Applicable Law in the jurisdiction where the Installation is located.

9.3 Replacement Equipment.

At least one (1) month prior to the completion of each year of the term of this Agreement, Service Provider and Owner, both acting reasonably and in good faith, shall quantify and identify any depleted stock and determine the anticipated quantity and type of stock needed for the following 12 month period. In the event that the Parties agree that the then-current stock is inadequate for the subsequent 12 month periods, Service Provider shall source and store the type and quantity of stock agreed to. All costs for the additional or replenishing stock shall be invoiced to Owner, and upon receiving such invoice the Owner shall remit payment to the Service Provider forthwith.

9.4 Permits and Approvals.

Service Provider shall maintain and secure all approvals, consents, licenses, permits, and inspections from relevant Governmental Authorities, utility personnel, and Owner (collectively, "**Permits**"), and other agreements and consents required to be obtained, maintained and secured by Service Provider to enable Service Provider to satisfy its obligations under this Agreement. Service Provider shall deliver copies of all Permits and other agreements and consents obtained pursuant to this section to Owner.

9.5 Occupational Health and Safety.

Service Provider hereby agrees that it is responsible for carrying out all of the O & M Services on the Installation Site and shall therefore be considered the principal contractor and "*constructor*" for all and any purposes relating to the application and operation of the *Occupation Health and Safety Act* (Ontario) (the "**OHSA**"). Service Provider shall be responsible for taking the necessary steps to protect the health and insure the safety and physical well-being of construction workers at the Installation Site, including any of Owner's workers or representatives, and for compliance with all rules, regulations and practices required by the OHSA. Service Provider shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the O & M Services for the Installation. Service Provider shall control, co-ordinate and supervise all O & M Services and all consultants and Subcontractors involved in the Installation, including any of Owner's workers or representatives. At any time Owner occupies or possesses any part of the Installation, Owner agrees it shall, and it shall cause its employees, agents and other contractors to, comply with any and all directions of Service Provider made pursuant to the OHSA.

9.6 Electric Utility Regulation.

Service Provider shall not claim by this Agreement that Owner is (a) an electric utility, (b) is subject to electric utility regulation, (c) is subject to regulated electric rates or (d) is providing electric utility service.

SECTION 10. OWNER'S COVENANTS

As a material inducement to Service Provider's execution and delivery of the Agreement, Owner covenants and agrees as follows:

10.1 Notice of Damage.

In respect of each System, Owner shall promptly notify Service Provider of any matters it is aware of pertaining to any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

10.2 Electric Utility Regulation.

Owner shall not claim by this Agreement that Service Provider is (a) an electric utility, (b) is subject to electric utility regulation, (c) is subject to regulated electric rates or (d) is providing electric utility service to Owner.

10.3 Owner Cooperation.

Owner shall, if necessary, execute all such documents and do all such things as are reasonably necessary to enable Service Provider to carry out its obligations set forth in Section 10.1.

SECTION 11. INSURANCE

At the Owner's request Service Provider shall supply to Owner:

(a) a copy of its WSIB certificate; and

(b) a certificate of insurance from Service Provider evidencing:

(i) workers compensation insurance in accordance with statutory and/or provincial requirements at the time in which it has employees, including coverage for employer's liability with a limit of not less than One Million Dollars ($1,000,000) and such other forms of insurance which it is required by law to provide for loss resulting from injury, sickness, disability or death of its employees;

(ii) commercial general liability insurance written on an occurrence basis and with a combined single limit of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate; and

(iii) automobile liability insurance (including coverage for owned, unowned and hired automobiles) covering vehicles used by Service Provider in an amount of One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage;

(collectively, the "**Required Insurance**").

Where available, each of the foregoing coverages shall name Owner as an additional insured. Service Provider shall maintain Required Insurance coverage in full force and effect throughout the term of this Agreement at its own cost and expense, including payment of any deductibles.

On or before January 1st of each year, Owner shall supply to Service Provider a certificate of insurance from Owner evidencing commercial general liability insurance coverage written on an occurrence basis with a combined single limit of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) annual aggregate, covering bodily injury and property damage relating to the Installation.

SECTION 12. **WARRANTIES**

12.1 Workmanship.

Service Provider hereby warrants all labour and materials installed as part of this Agreement against defects of materials or its workmanship for one (1) year following completion of the work. Service Provider further warrants to Owner that the O & M Services performed under this Agreement shall be performed in accordance with this Agreement (and the standards set forth herein) by qualified, experienced and capable personnel and shall be free from defects resulting from negligence or willful misconduct of Service Provider.

SECTION 13. **REPRESENTATIONS AND WARRANTIES**

13.1 Service Provider.

Service Provider represents and warrants that (i) it has the requisite expertise and sufficiently skilled manpower, personnel and resources (including necessary supervision and support services) to provide O & M Services and satisfy its other obligations under this Agreement within the time limits and for the term of and in accordance with the other conditions set forth in the Agreement, (ii) it is financially solvent and (iii) it holds and shall maintain all Governmental Approvals required to be obtained and maintained by Service Provider to enable it to perform its obligations under this Agreement in each jurisdiction in which the O & M Services are provided. Service Provider shall ensure that its employees have the requisite training and are otherwise able to competently deliver the O & M Services.

13.2 Mutual.

In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) it is duly organized or registered, as applicable, and validly existing and in good standing in the jurisdiction of its formation;

(b) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(c) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement;

(d) this Agreement and every other document executed and delivered in accordance with this Agreement constitutes its legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to equitable defenses;

(e) to the best of its knowledge, there is no litigation, action, proceeding or investigation pending or threatened on any basis before any court or other Governmental Authority by, against, affecting or involving any of its business or assets that would affect its ability to carry out the transactions contemplated herein; and

(f) its execution of and performance under this Agreement shall not violate any of its governing documents, any existing law, rule, regulation, order or the like applicable to it, or any agreement to which it is a party.

SECTION 14. WARRANTY DISCLAIMERS

Other than the warranties and commitments expressly set out in this Agreement, Service Provider makes no expressed or implied warranties concerning any services other than the O & M Services as defined in this Agreement.

SECTION 15. FORCE MAJEURE

15.1 Force Majeure.

Subject to the exclusions described in Section 15.2, "**Force Majeure**" means any event or circumstance that (i) prevents the affected Party from performing its obligations under this Agreement, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the fault or negligence of the affected Party or those for whom it is responsible at law or under this Agreement, (iv) does not arise by reason of any act or omission by the Party (or those for whom it is responsible at law or under this Agreement) claiming Force Majeure in breach of this provisions of this Agreement; (v) is an unusually severe weather condition for the location of the Installation Site; or (vi) constitutes physical obstructions, including unforeseen site conditions necessitating a cessation of the O & M Services in the affected area but only for the duration of such cessation and in respect of such affected area; and, in each case, does not arise by reason of the lack or insufficiency of funds or failure to make payment of monies or provide required security unless, in the case of the Service Provider, such event occurs as a direct result of the failure of Owner to make payments to Service Provider as required under this Agreement. For certainty, and without limiting the generality of the foregoing clauses, any instability or interruption of the flow of electricity from the Installation to the power grid, or failure or delay on the part of any governmental authority or the LDC, that is not the result of the willful act or negligence of Service Provider, shall be considered an event of Force Majeure.

15.2 Exclusions.

Notwithstanding any of the provisions of this Agreement, the term Force Majeure shall not include (i) any failure by Service Provider to obtain and/or maintain any permit it is required to obtain and/or maintain hereunder due to Service Provider's inaction or failure, (ii) any delay, default or failure (direct or indirect) in obtaining materials or retaining any Subcontractor or any other delay, default or failure (financial or otherwise) of a Subcontractor, except if such delay, default or failure results from an act, event or condition which constitutes an event of Force Majeure; (iii) an inability to pay, for whatever reason, or (iv) any site conditions that have been disclosed to Service Provider in writing by Owner or been disclosed in any written reports or analyses prepared by third parties relating to the Installation that have been provided to Service Provider at or prior to the execution of this Agreement or that an experienced and skilled contractor meeting industry standards should have identified or anticipated based on a physical inspection of the Installation Site at or prior to the execution of this Agreement. Further, and notwithstanding Section 15.1 no act, event, cause or condition shall be considered to be an event of Force Majeure:

(a) if and to the extent the Party seeking to invoke Force Majeure has caused or contributed to the applicable act, event, cause or condition by its fault or negligence or has failed to use commercially reasonable best efforts to prevent or remedy such act, event, cause or condition and, so far as possible and within a reasonable time period, remove it (except in the case of strikes, lockouts and other labour disturbances, the settlement of which shall be wholly within the discretion of the Party involved); or

(b) if the act, event, cause or condition is the result of a breach by the Party seeking to invoke Force Majeure of a Governmental Approval or of any Applicable Law.

15.3 Applicability of Force Majeure.

(a) Except as otherwise set out in this Agreement, if a Party is unable to perform an obligation due to an event of Force Majeure, such Party shall not be liable to the other Party for such failure during such event of Force Majeure or such other period of delay as may be directly attributable to the event of Force Majeure. In such event, the affected Party shall be excused and relieved from performing such obligations throughout such period and the permitted time for satisfying such requirement shall be extended by an appropriate term beyond the conclusion of such period; provided that the affected Party shall at all times use commercially reasonable efforts to mitigate the impact of the event of Force Majeure.

(b) In order to invoke Force Majeure, a Party shall deliver to the other Party written notice of the effect of the Force Majeure and reasonably full particulars of the cause thereof, including the nature of the Force Majeure, its expected duration and the particular obligations affected by the Force Majeure, as well as the date on which such Force Majeure is determined to have begun, which date shall be the later of the actual commencement of the event or circumstances constituting Force Majeure or the thirtieth (30^{th}) day prior to the date of such notice.

(c) The affected Party shall provide reports to the other Party with respect to the Force Majeure at such intervals as the other Party may reasonably request while the Force Majeure continues. The Party invoking Force Majeure shall give written notice of the termination of the event of Force Majeure within thirty (30) Business Days following such termination.

(d) Nothing in this Section 15.3 shall relieve a Party of its liability in connection with any amounts that were due and owing before or accrued during the occurrence of the Force Majeure.

(e) Notwithstanding any other provision of this Agreement, an event of Force Majeure shall not serve to extend the duration of the term of this Agreement.

SECTION 16. OWNER'S RIGHTS

Service Provider hereby acknowledges and agrees that Owner shall hold free and clear title to all spare parts incorporated into the Installation and held in inventory, reports, records, books, plans, designs, papers or print outs or other information used by Service Provider to the extent that it is used in connection with the performance of its obligations under this Agreement, including, without limitation, those which Service Provider has generated, received or purchased in the course of performing its duties hereunder ("**Owner's Property**"). Service Provider further agrees to deliver Owner's Property (including any copies thereof) to Owner upon expiration or termination of this Agreement and upon request by Owner.

SECTION 17. FURTHER ASSURANCES

Service Provider and Owner agree to provide such information, to execute and deliver any instruments and documents, and to take such other actions as may be necessary and reasonably requested by the other Party that are not inconsistent with the provisions of this Agreement and that do not involve the assumptions of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

SECTION 18. INDEMNIFICATION

18.1 Indemnification by Service Provider.

Service Provider shall defend, indemnify and hold harmless any Owner Indemnified Party from and against any and all Losses incurred by any Owner Indemnified Party to the extent arising from or out of Service Provider's or its Subcontractors' negligent performance under this Agreement, as well as: (i) Claims relating to any Hazardous Materials released onto the Installation Site by Service Provider, its Subcontractors, representatives or other persons working on its behalf (other than Owner or Affiliates of Owner or third parties hired by the Owner); (ii) any Claim for or arising out of any injury to or death of any person, including employees of Service Provider, arising from or out of Service Provider's or its Subcontractors' performance under this Agreement; and (iii) any Claim resulting from loss of or damage to any property arising from or out of Service Provider's or its Subcontractors' performance under this Agreement. Service Provider shall further defend, indemnify and hold harmless any Owner Indemnified Party from and against any and all Losses incurred by any Owner Indemnified Party (x) resulting from demands or liens by suppliers or Subcontractors for non-payment of amounts due as a result of furnishing work or materials to Service Provider (unless such non-payment is due to Owner's failure to make payments to Service Provider as specified in this Agreement) or (y) on account of any violation of any Applicable Law to be complied with by Service Provider or its Subcontractors hereunder; provided, however, that Service Provider shall not be required to defend, indemnify or hold harmless any Owner Indemnified Party from and against, and no Owner Indemnified Party shall be exculpated from, any claims to the extent caused by or arising from the breach of this Agreement by Owner or the negligence, recklessness or willful misconduct of such Owner Indemnified Party not attributable to Service Provider.

18.2 Indemnification Procedure.

When required to indemnify the Owner, Service Provider shall assume on behalf of Owner and conduct with due diligence and in good faith the defense of any claim against Owner, whether or not Service Provider shall be joined therein, and Owner shall reasonably cooperate with Service Provider in such defense. Service Provider shall have charge and direction of the defense and settlement of such claim, provided, however, that without relieving the Service Provider of its obligations hereunder or impairing Service Provider's right to control the defense or settlement thereof, Owner may elect to participate through separate counsel in the defense of any such claim, but the fees and expense of such counsel shall be at the expense of Owner unless (a) the employment of counsel by Owner has been authorized in writing by Service Provider, (b) Owner shall have reasonably concluded that there exists a material conflict of interest between Service Provider and Owner in the conduct of the defense of such claim (in which case Service Provider shall not have the right to control the defense or settlement of such Claim on behalf of Owner) or (c) Service Provider shall not have employed counsel to assume the defense of such claim within a reasonable time after notice of commencement thereof. In each of such cases the reasonable fees and expenses of counsel shall be at the expense of Service Provider; and provided further that Service Provider shall not settle any Claim against the Owner without the consent of the Owner as to the terms of settlement, which consent shall not be unreasonably withheld or delayed by Owner.

18.3 No Settlement.

Where the Service Provider is required to indemnify any Owner Indemnified Party, it shall not settle any such indemnified claims without the consent of Owner, which consent shall not be unreasonably withheld, conditioned, or delayed.

18.4 Survival.

Notwithstanding any other provision of this Agreement, the provisions of this Section 18 are intended to and shall survive termination of this Agreement so as to cover Claims instituted within the period set forth in the applicable statute of limitations.

SECTION 19. NOTICE ADDRESSES

All notices or other communications under this Agreement required or permitted to be given hereunder in writing shall, unless expressly provided otherwise, be in writing, properly addressed, postage pre-paid (as applicable), and delivered by hand, facsimile, certified or registered mail, courier or electronic messaging system to the appropriate address as shown below or as otherwise designated from time to time by providing notice thereof of other addresses. Notices delivered by facsimile or by an electronic messaging system shall require confirmation through a reply facsimile or electronic message. Each Party will promptly notify the other Party of any changes to the below contact information.

(a) If to Owner:

SIF Amber (3.5) Projects LP
150 Bridgeland Avenue, Suite 202
Toronto, Ontario M6A 1Z5

Attention: Associate General Counsel
Fax: 416-900-3842

(b) If to Service Provider:

KBRE Ltd.
51830 Ron McNeil Line
Springfield, Ontario N0L 2J0

SECTION 20. RELATIONSHIP OF PARTIES

The relationship of the Parties under this Agreement is that of independent contractors. The Parties specifically state their intention that this Agreement is not intended to create a partnership or any other co-owned enterprise unless specifically agreed to by the Parties in a separate written instrument. Neither Party shall be deemed to be the employee, agent, partner, joint venture partner or contractor of any other Party under or in connection with this Agreement. Except as specifically provided herein, each Party shall continue to have the right to contract independent of the other Party with individuals and entities. Each Party shall be responsible for its own operating expenses and personnel expenses. Each Party will pay, collect and remit such taxes as may be imposed upon it with respect to any compensation, royalties or transactions under this Agreement. Each Party will be responsible for all costs and expenses incurred by it in connection with the negotiation, execution and performance of this Agreement.

SECTION 21. CONFIDENTIALITY

21.1 General Obligation.

Service Provider and Owner shall hold all Confidential Information received from the disclosing Party in the strictest confidence and shall not, without the disclosing Party's prior written consent, directly or indirectly use such Confidential Information or disclose such Confidential Information to any third parties except as required for the performance of its obligations under this Agreement or as required by Applicable Law. Service Provider and Owner shall take appropriate measures to safeguard the Confidential Information from disclosure by its employees and others. Each Party agrees that any disclosure of Confidential Information in contravention of this Section 21 would result in irreparable injury to the disclosing Party and agrees that injunctive relief would be an appropriate remedy in the event of any breach of this Section 21 thereby. The foregoing confidentiality obligations shall expire on the fifth anniversary of the end of the term of this Agreement with respect to all Confidential Information

21.2 Exceptions.

Nothing contained in this Section 21 shall in any way restrict or impair Service Provider or Owner's right to use, disclose or otherwise deal with any information which: (i) at the time of disclosure is available to the public or thereafter becomes generally available to the public by any means through no act of Service Provider or Owner; (ii) was in Service Provider's or Owner's possession prior to the time of the disclosure; (iii) was independently made available to it as a matter of lawful right by a third party without a restriction on use or disclosure; or (iv) is independently developed by Service Provider or Owner without benefit of the Confidential Information received hereunder from the disclosing Party.

21.3 Need to Know.

Either Party may disclose the Confidential Information received hereunder to its Affiliates, representatives, agents, associates, employees, consultants, and subcontractors that require access to the Confidential Information for purposes of this Agreement; such persons are informed of the confidential and proprietary nature of the Confidential Information and agree to abide by the provisions of this Section 21.

SECTION 22. CHOICE OF LAW; DISPUTE RESOLUTION

22.1 Ontario.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN. EACH PARTY IRREVOCABLY ATTORNS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF ONTARIO AND THE FEDERAL COURTS OF CANADA SITUATED THEREIN. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

22.2 Resolution by Parties.

The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement or the breach, interpretation, termination or validity thereof (a "**Dispute**") within thirty (30) days after the date that a Party gives written notice of such Dispute to the other Party. In the event that the Parties are unable to reach agreement within such thirty (30) day period (or such longer period as the Parties may agree) then either Party may refer the matter to arbitration in accordance with Section 22.3 provided, however, that if the Dispute involves the amount of an invoice and, after ten (10) days of mutual discussion either Party believes in good faith that further discussion will fail to resolve the Dispute to its satisfaction, such Party may immediately refer the matter to arbitration in accordance with Section 22.3. Payment related to disputed amounts owed for the O & M Services Fee shall be deposited into an escrow account, which account shall be at the sole discretion of Owner, pending resolution of such Dispute. Such deposit shall be made whenever a Dispute arises and such Dispute is not resolved within thirty (30) days of written notice of such Dispute. Pending resolution of any Dispute, such disputed amounts shall bear interest at a rate equal to the lesser of one percent (1%) per month, or the maximum rate allowed under Applicable Law in the jurisdiction where the Installation is located.

22.3 Settlement of Disputes.

If a dispute arises between Owner and Service Provider, including any dispute in connection with or in respect of termination of this Agreement, or the existence, terms, validity or breach of this Agreement, the Parties shall make reasonable efforts to negotiate a resolution of such dispute and failing such resolution, within 20 days of the commencement of the negotiations, the Parties will arrange for a mediator to assist them in the review and resolution of their respective positions. If the Parties cannot agree upon the mediator they shall each propose a neutral mediator and the two mediators so proposed shall select a third who shall act as mediator in respect of the dispute. The charges for the mediator shall be borne equally by the Parties. If within 20 days of the reference of the dispute to the mediator (or within such other period of time mutually agreed upon by the Parties) the Parties have failed to resolve the dispute, the dispute will be submitted to arbitration. Either Party shall be entitled to serve on the other a notice to arbitrate which shall set out the issue to be arbitrated as well as the estimated monetary value of the issue to be arbitrated. The Parties agreed that the arbitration shall be heard by a single arbitrator mutually agreeable to the Parties. If the Parties cannot agree to a single arbitrator, then each shall propose a list of five (5) potential arbitrators concurrently with one another, and, to the extent there is any commonality between the lists, the Party receiving the Notice to Arbitrate shall be at liberty to choose one of the mutually listed arbitrators. If there are no mutually listed arbitrators, then each Party will name a person and each of these persons shall select a third who shall act as the arbitrator in respect of the dispute. If for any reason an agreement is not reached on the appointment of an arbitrator, then either Party may apply to a court of competent jurisdiction for the appointment of the arbitrator. If the parties agree that the Arbitration shall be heard within six (6) months of either Party serving the notice to arbitrate. The Arbitration shall be governed by the *Arbitration Act* of Ontario. Notwithstanding the foregoing, the obligation to arbitrate shall not be binding on any Party with respect to (a) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief when deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by arbitration of the actual Dispute or (b) claims permitted hereunder against third parties.

SECTION 23. MISCELLANEOUS

23.1 Headings.

Headings are supplied for convenience only and are not to be construed as an interpretation of any of the language of this Agreement.

23.2 Incorporation and References.

The following Schedules, Exhibits and Annexes to this Agreement are hereby incorporated into and deemed part of this Agreement:

Schedule A – Maintenance Schedule

23.3 References.

References to a Section or Schedule shall be to such Section or Schedule of this Agreement unless otherwise provided. References to any law shall mean references to such law in changed or supplemented form or to a newly adopted law replacing a previous law.

23.4 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, whether oral or written, of the Parties.

23.5 Amendments.

Except to the extent herein provided, no amendment, supplement, modification, termination or waiver of this Agreement shall be enforceable unless executed in writing by the Party to be bound thereby.

23.6 Assignment.

This Agreement is binding on any successors and assigns of the Parties. Neither Party may transfer or assign this Agreement, in whole or in part, without the other Party's written consent.

23.7 Non-Waiver; No Third Party Beneficiaries.

The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of any of its rights with respect to the other Party or with respect to this Agreement or any matter or default arising in connection with this Agreement be construed as a waiver of any other right, matter or default. Any waiver shall be in writing signed by the waiving Party. This Agreement is made and entered into for the sole benefit of the Parties, and their permitted successors and assigns, and no other person or entity shall be a direct or indirect legal beneficiary of, have any rights under, or have any direct or indirect cause of action or claim in connection with this Agreement.

23.8 Severability.

In the event that any provision of the Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of the Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

23.9 Survival.

The provisions of Section 12 and the provisions of Section 22 shall survive the expiration or termination of this Agreement.

23.10 Negotiated Terms.

The Parties agree that the terms and conditions of this Agreement are the result of negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement.

23.11 Counterparts.

This Agreement may be executed in one or more counterparts, and each of such counterparts so executed shall be deemed an original, but all of which together shall constitute one and the same agreement. This Agreement shall be deemed executed when signed below by the representatives for each Party, whereupon this Agreement shall enter into full force and effect in accordance with its terms.

23.12 Entire Understanding.

This Agreement contains the entire understanding of the Parties and amends, restates and supersedes all previous verbal and written agreements on the subject thereof, which are hereby rendered null and void and of no effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and permitted assigns. This Agreement may not be amended except by written instrument executed by the Parties.

23.13 Substantive Changes.

Each Party shall inform the other of any substantial changes in its condition, of any nature, which may negatively affect its ability to perform its obligations under this Agreement.

23.14 Announcements.

Except as otherwise specifically provided herein or subsequently agreed, the Parties shall refrain from, and to require their representatives, agents, employees, and Subcontractors to refrain from, making any announcement regarding the Installation or this Agreement except as expressly required by Applicable Law; provided, however, if either Party is required by Applicable Law to make an announcement concerning the proposed transactions, the announcing Party shall provide sufficient notification to the other Party in advance of the announcement to allow the other Party an opportunity to comment upon the form and substance of the announcement or to seek to delay or prohibit the announcement.

23.15 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, WHETHER AN ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, UNDER NO CIRCUMSTANCE SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED $10,000.00; PROVIDED, HOWEVER THAT NOTHING CONTAINED IN THIS SECTION 23.15 OR IN ANY OTHER PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT (I) THE LIABILITY OF A PARTY IN THE CASE OF FRAUD BY, OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF, SUCH PARTY; (II) SERVICE PROVIDER'S LIABILITY IN RESPECT OF THIRD PARTY CLAIMS PURSUANT TO SECTION 18.1; OR (III) THE ABILITY TO RECOVER INSURANCE PROCEEDS ACTUALLY RECEIVED BY OR ON BEHALF OF THE PARTY THAT IS LIABLE TO THE LIMIT OF THE INSURANCE CARRIED BY THE PARTIES IN RESPECT OF THE EVENT.

[Signature Page Follows]

Owner: **SIF AMBER (3.5) PROJECTS LP, BY ITS GENERAL PARTNER, SIF AMBER (3.5) PROJECTS GP INC.**

By:

Name: Jamie Kent

By:

Name:

Date: May 25th 2017

We have authority to bind the corporation.

Service Provider: **KBRE Ltd.**

By:

Name: Tim Small

By:

Name:

Date: May 25, 2017

We have authority to bind the corporation.

INTENDING TO BE LEGALLY BOUND, Owner and Service Provider have signed, this Agreement through their duly authorized representatives effective as of the date set forth above.

SCHEDULE A

MAINTENANCE SCHEDULE
SCOPE OF WORK
(applicable to each System)

I.OPERATION AND MAINTENANCE INCLUDED SERVICES

1. Preventative Maintenance

First visit to take place within 90 days of Effective Date or such other date as the parties may agree in writing.

Subsequent annual and semi-annual visits to be scheduled on mutually agreed upon dates between Service Provider and System Owner. Annual or semi-annual visit and early spring visit must be done.

Visits

Preventative Maintenance (PM) site visit required work includes the following:

(i) One annual full maintenance visit

(A) Work to include Items (i) to (viii) under "Work"

(ii) One semi-annual maintenance visit

(A) Include Items (iv) to (viii) under "Work" with (v) being as required under manufacturer's warranty

Work

(i) IV Curve traces (string voltage/amperage) Raw Data Files and Analyzed Curves in xls format.

(ii) As per IEC Standard 62446 Sec.5.5.3 – 'periodic verification' an annual comparison is desired, in that case one of the site visits needs to be made at the same time of year (Spring)

(iii) Infrared Camera Inspection: An Annual Inspection for defective modules using thermal imaging, as per IEC Standard 62446 and review of connections/terminations using IR camera. Such inspection is to include specific attention to exposed equipment (i.e. outdoor) and shall include (but not be limited to) DC string inputs, DC terminations (at the combiner, and disconnects or recombiner) and AC terminations,

(iv) System Field Inspection

(A) Visual, electrical and mechanical inspection

- Corrective action and replacement of components (if needed)
- Torque of electrical and mechanical bolted connections
- Condition of finish or corrosion protection
- Integrity of PV module mechanical and electrical connections (replace if needed)
- Uncovering of damage to PV modules and/or support structures
- Identification and reasonable clearance of debris to prevent overheating/ fire risk behind panels (within reason)
- Integrity of installation and support of electrical cable and conduit and systems
- Integrity and completeness of system grounds
- Integrity of all electrical equipment, including combiner boxes, disconnects, breakers;
- Integrity of seals and bearings;
- Integrity of completeness of wiring;
- Integrity of communication lines
- Best efforts in the identification of rust and water infiltration inside enclosures, including penetrations in the roof used by the system; and
- Maintaining reasonable inventory of spare parts, GFI fuses and consumables (site and cost to be mutually agreed upon)
- Visual inspection and 'reasonable' maintenance of safe work area
- Clear debris and potential risks to roof/ system integrity within reason

B) Re. IEA, PVPS Task 5 Report 6 (2002)

(iv) Data Acquisition System (DAS) Maintenance

- Data integrity check;
- Spot measurements of pyranometer, and temperature sensors in comparison to hand held device
- Verification that pyranometer is still mounted within the plane of the array

(v) Inverter cleaning and servicing

- Scheduled maintenance as required to maintain manufacturer's warranty
- Routine annual testing of inverter to ensure proper operation (Type of testing to be mutually agreed upon)

(vi) Pest control

- Visual inspection of the System for obvious pest control issues

- Notification of existing or potential damage within reason or within the abilities and limited expertise of the Service Provider
- If Corrective Maintenance required and approved by System Owner and Service Provider, such Corrective Maintenance will be charged as Additional Services
- Corrective Maintenance required may require pest control specialist and is outside of the abilities and responsibilities of Service Provider

(vii) Roof

- Use commercially reasonable efforts to ensure integrity of roof when doing any O&M work
- Repair of damage to roof, building, and System caused by O&M operation ("**O&M Damage**"). Repair of O&M Damage may include Service Provider providing temporary relocation of the System to effect repairs if deemed required by Service Provider;
- Notification of existing or potential damage within reason or within the abilities and limited expertise of the Service Provider
- Maintain a safe work area for employees and other (limited to roof area surrounding System and within scope of work)
- Maintain a work environment that is clear of debris and potential risks to the integrity of the roof and System (limited to roof area surrounding System and within scope of work)
- If corrective Maintenance is required and approved by System Owner and Service Provider, such Corrective Maintenance will be charged as Additional Services
- Corrective Maintenance may require roof specialist and be outside of the abilities and responsibilities of Service Provider
- With exception of damage caused by O&M related activities conducted by the Service Provider, Service Provider is not responsible for any rood related repair or maintenance

(viii) Preventative Maintenance Site Visits Reports

- Detailed report recording activity and related documentation during each site visit
- Provision of IR images for all scanned connections that could present a problem. Historical record of all raw images provided as a softcopy (ownership to be retained by system owner)
- Maintain softcopy on file that includes:
- IR Images (raw thermal/digital images)

2. Monitoring and Reporting

The following work is required in respect of the system:

(i) Monitoring

- Service Provider provides daily performance monitoring
- System Owner provides to Service Provider access to 24 hour monitoring (Data Acquisition System) information;
- System Owner is responsible for telephone line or data access charge on an ISDN, GSM or GPRS communication line;
- Annual monitoring equipment testing
    - Revenue grade metering to be compared with on-site equipment (Fluke 1735 or equivalent)
    - Irradiance metering to be compared with on-site equipment (Seaward Solar Survey or equivalent)

(ii) Notification

- Service Provider provides qualified notification of performance that is not in line with expectations based on environmental data and supplied expectations
- Includes Inverter Status and Performance Alerts
- Service Provider to notify Owner or to agent or representative of Owner as directed by Owner

(iii) Customer Service Support

- Technical Support Line (8-5pm EST)
- Weekend and after Hours Emergency Contact Line

(iv) Reporting:

- Initial System performance evaluation;
- Monthly Performance Reports;
- Annual Performance Reports
- Maintain record book of all O&M activities and specifically documentation of work done to maintain System and EPC warranties;
- Annual Preventative Maintenance reports, including inspection report and complete test results;
- O&M Manual updates as applicable

(v) Asset Management Recording Keeping

- Annual Preventative Maintenance reports including Inspection report and complete test results
- Maintain record book of all O&M activities
- O&M Manual updates as applicable
- Ongoing management of long-term service and warranty agreements

3. Exclusion from O&M Included Services

Notwithstanding anything else to the contrary in this Agreement, Service Provider shall not be obligated to undertake any of the following in connection with this Agreement:

(i) Any painting of external parts of a System;

(ii) Any service or repair work required as a result of a circumstance which is substantially covered by insurance policies maintained by System Owner or required to be maintained by System Owner pursuant to this Agreement;

(iii) Energization or de-energization of the System;

(iv) The Service Provider shall not be responsible for any costs pursuant to this Agreement unless specifically noted herein as being the obligation of the Service Provider. All costs arising from this Agreement, including without limitation for materials, equipment, vehicles, labour or Replacement Equipment, shall be borne exclusively by the Owner, and shall be payable by the Owner to the Service Provider in addition to the O&M Services Fee.

4. Limitation of Liability

In addition, Service Provider is not and shall not be responsible for or have any obligation under this Agreement for any loss or damage to the System to the extent directly or indirectly caused by or arising out of any of the following (except to the extent such loss or damage is the result of acts or omissions of Service Provider or its Subcontractors or agents):

(i) Alteration or repairs carried out by anyone other than Service Provider or its Subcontractors or agents, unless authorized in writing by Service Provider;

(ii) Parts, material or equipment other than those provided or procured by Service Provider;

(iii) Conditions at the System which are outside the applicable operating or design parameters of the System or part thereof;

(iv) Abnormal wear, tear, erosion, rust and corrosion caused by conditions at the Site;

(v) Vandalism and/or malicious mischief;

(vi) Misuse, abuse or operation of the System by any third party in any manner not consistent with the applicable operating instructions or manuals;

(vii) System Owner or any other party, excluding Service Provider, having made configuration changes to the operating parameters of the System;

(viii) Disconnection of the System (at the substation and/or the collection system) from the interconnection utility grid without grid without the prior written authorization of Service Provider; or

(ix) Any restriction, prohibition or other exercise or revocation of any right which prevents Service Provider from free and clear access to the System or the relevant portion of the Site on which the System is located.

II. ADDITIONAL SERVICES

1. Corrective Maintenance, Troubleshooting and repairs

For clarity, the following services shall be considered as Excluded Services (as defined in this Agreement). System Owner may, from time to time request following from Service Provider:

(i) Major Disruption (Event which stops/severely degrades electrically generation) – Dispatch resources to Site within twelve (12) hours of approval by System Owner

Eg. Loss of System Power caused by factors outside of the scope of the warranty such as vandalism, fallen tree onto the PV system, pest, etc.

(ii) Non-critical Problem (total system under-performance) – Repair and troubleshooting within reasonable amount of time

(iii) Repair or replacement of defective or consistently underperforming components outside of component warranty period or scope. Performance characterization and IV curve tracking as required for problem diagnostics or as requested by Owner

(iv) Non warranty related inverter resets

Requirement for any performance guarantees provided by inverter supplier over and above warranty obligations upon request by System Owner

(v) Advocate System Owner interest with local distribution company (LDC)

Eg. Over voltage issues, power disruptions, system curtailment and other grid issues

SCHEDULE B

FIT CONTRACTS & SYSTEMS

	Bossuyt	**Dawson**	**Field & Flock**	**Skipper**	**Underhill**
FIT Reference #	FIT-GX7815Q	FIT-GTUPVTT	FIT-G07WFU8	FIT-GVN0J12	FIT-GTDG5QX
FIT Contract ID	F-006048-SPV-310-527	F-006089-SPV-310-528	F-006044-SPV-310-528	F-006046-SPV-310-528	F-006043-SPV-310-528
FIT Version	3.1	3.1	3.1	3.1	3.1
Address	4548 Half Moon Road, Alymer, ON N5H 2R2	50338 Wilson Line, Springfield, ON N0L 2J0	50292 Vienna Line, Aylmer, ON N5H 2R2	47734 Talbot Line, Aylmer, ON N5H 2R4	52741 Nova Scotia Line, Port Burwell, ON N0J 1T0
Contract Date	9-Apr-15	10-Apr-15	10-Apr-15	10-Apr-15	10-Apr-15
Contract Size AC	50	250	250	500	250

GENERAL PARTNER MANAGEMENT AGREEMENT

BETWEEN

SIF AMBER (3.5) PROJECTS LP

AND

SIF AMBER (3.5) PROJECTS GP INC.

AND

KBRE LTD.

GENERAL PARTNER MANAGEMENT AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2018 **(the "Commencement Date") BETWEEN:**

SIF AMBER (3.5) PROJECTS LP, a partnership formed pursuant to the laws of the Province of Ontario
(the **"Partnership"**)

AND

SIF AMBER (3.5) PROJECTS GP INC., a corporation incorporated pursuant to the laws of the Province of Ontario
(**"SIF Amber GP"**)

AND

KBRE LTD., a corporation incorporated pursuant to the laws of the Province of Ontario

WHEREAS Amber Energy Co-operative Inc. (**"Amber"**) obtained five renewable energy feed-in-tariff project contracts (the **"FIT Contracts"**) under Ontario's Feed-in-Tariff program (**"FIT Program"**), the details of such being described in Schedule "A" hereto (each a **"Project"** and collectively the **"Projects"**);

AND WHEREAS pursuant to a term sheet dated October 27, 2016 (the **"Term Sheet"**) between, among others, Amber and the Partnership, the parties agreed that: (i) the FIT Contracts shall be assigned from Amber to the Partnership in accordance with the Term Sheet; and (ii) the Partnership, SIF Amber GP and KBRE LTD. shall enter into this Agreement pursuant to which KBRE LTD shall act as the manager of the Partnership;

AND WHEREAS, subsequent to the date hereof KBRE LTD shall provide SIF Amber GP with consulting, development and administrative services consistent with the Services;

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 hereby acknowledged d by each party), the parties hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"Affiliate" of a party hereto means:

(a) any Person which beneficially owns, directly or indirectly: (i) more than 50% of the equity securities of such party; and (ii) in the case of a corporation, voting securities of such party which carry more than 50% of the votes for the election of directors of such party and such votes are sufficient, if exercised, to elect a majority of the board of directors of such party; and

(b) any Person of which such party or such party's Affiliate (within the meaning of l. l(a)) beneficially owns, directly or indirectly: (i) more than 50% of the equity securities of such party; and (ii) in the case of a corporation, voting securities which carry more than 50% of the votes for the election of directors of such corporation and such votes are sufficient, if exercised, to elect a majority of the board of directors of such corporation.

"Agreement", "this Agreement", "the Agreement", "hereto", "hereof', "herein", "hereby", "hereunder", and similar expressions refer to this agreement and all schedules attached to this agreement as the same may be amended, supplemented or amended and restated from time to time.

"Business Day" means any day except Saturday, Sunday or any statutory holiday in Ontario.

"Event of Insolvency" in respect of a party means:

(a) the party has made an assignment for the benefit of creditors;

(b) the party has commenced any proceeding or made a proposal under any bankruptcy, insolvency, compromise, reorganization, arrangement, dissolution, liquidation or winding up laws relating to it or its debts, or any proceeding for the appointment of a receiver or trustee for itself or for any substantial part of its property; or

(c) proceedings have been commenced against or with respect to the party under any bankruptcy , insolvency, compromise, reorganization, arrangement, dissolution, liquidation or winding up laws relating to it or its debts or for the appointment of a receiver or trustee for the party or for any substantial part of its property, which proceedings the party is not contesting in good faith, diligently and by appropriate means or which proceedings continue undischarged, unstayed or undismissed for a period of forty-five days.

"Governmental Authority" means any government, parliament, legislature, or any regulatory authority, agency, commission or board of any government, parliament or legislature, or any political subdivision thereof, or any court or (without limitation) any other law, regulation or rule--making entity (including, without limitation , any central bank, fiscal or monetary authority or authority regulating banks), having or purporting to have jurisdiction in the relevant circumstances, or any Person acting under the authority of any of the foregoing (including, without limitation, any arbitrator with the authority to bind the parties at law) or any other authority charged with the administration or enforcement of applicable laws.

"IESO" means the Independent Electricity System Operator, successor to the Ontario Power Authority.

. **"Installations"** means the solar energy equipment comprising the Projects.

"LP6" means Solar Income Fund LP (#6).

"Notice of Arbitration" has the meaning ascribed thereto in Section 5.1.

"Partnership Agreement" means the Partnership Agreement governing the affairs of the Partnership dated as of the 13th day of July, 2016 between Amber, and SIF Amber GP, as may be amended and restated from time to time.

"Person" includes any individual, corporation, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, government, government department or agency, or other entity or organization whether incorporated or not.

"Subsidiary" means any Person (other than an individual) the financial results of which would be required to be consolidated with those of SIF Amber GP's in the preparation of SIF Amber GP' s consolidated financial statements if prepared in accordance with IFRS.

1.2 Sections and Headings, Etc.

The division of this Agreement into Sections, the insertion of headings and the inclusion of a table of contents are for reference purposes only and shall not affect the interpretation of this Agreement.

1.3 Currency

All dollar amounts referred to in this Agreement are expressed in Canadian funds.

1.4 Number and Gender

In this Agreement, words importing the singular number only shall include the plural and vice versa and words importing any gender shall include all genders.

1.5 Time of Essence

Time shall be of the essence of this Agreement.

1.6 Business Days

In the event that any action is required or permitted to be taken under this Agreement on or by a date that is not a Business Day, such action may be taken on or by the Business Day immediately following such date.

1.7 Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable in such province. Each party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

1.8 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof and each provision is hereby declared to be separate, severable and distinct.

1.9 Entire Agreement

This Agreement constitutes the entire agreement among the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this Agreement.

1.10 Amendments and Waivers

Except as otherwise provided herein, this Agreement shall not be amended or varied in its terms by oral agreement or by representations or otherwise except by instrument in writing executed by the duly authorized representatives of the parties hereto or their respective successors or assigns.

1.11 Consents

Unless otherwise specifically stated, whenever in this Agreement the consent of a party is sought or required, and/or the exercise of discretion is involved, the consent of such party shall not be unreasonably withheld, and/or the discretion shall be exercised by such party acting reasonably and shall not be unreasonably delayed.

ARTICLE2
APPOINTMENT AND TERM

2.1 Appointment

SIF Amber GP hereby (i) acknowledges the retention by Amber and LP6 of KBRE LTD. prior to the July 11, 2016 incorporation of SIF Amber GP, for purposes of providing administrative and organizational services in respect of such formation, and (ii) confirms that services provided by SIF to date have been provided to and on behalf of SIF Amber GP, and (iii) confirms the retention by SIF Amber GP of KBRE LTD, effective as of the Commencement Date, to perform the services referred to in Article 3. KBRE LTD. hereby agrees to perform such services on the terms and conditions set out in this Agreement.

The Partnership hereby acknowledges, confirms and ratifies any actions taken by KBRE LTD. in providing administrative and organizational services in respect the formation of the Partnership.

2.2 Non-Exclusive Services

KBRE LTD. , as well as its directors, officers and employees, may engage, simultaneously with its provision of services to SIF Amber GP pursuant to this Agreement, in other businesses similar to the business of SIF Amber GP, and may render services similar to those described in this Agreement to other individuals, companies, trusts, pooled funds or Persons, and shall not by reason of such engaging in other businesses or rendering of services for others be deemed to be acting in conflict with the interests of SIF Amber GP.

2.3 Exclusivity of Appointment

The parties agree that, until this Agreement is terminated, neither SIF Amber GP nor any Affiliates thereof shall retain any other Person to perform any services contemplated hereunder.

2.4 Term

This Agreement shall commence on the Commencement Date and continue for a period of five years, or until terminated in accordance with Section 2.5 or Section 2.6 herein.

2.5 Termination by SIF Amber GP

SIF Amber GP shall have the right, by notice to KBRE LTD., to terminate this Agreement at any time upon the occurrence of any of the following events:

(a) a material breach by KBRE LTD. of its obligations under this Agreement that is not cured within forty-give (45) days (or such longer period as is reasonably required having regard for the nature of the default so long as KBRE LTD. is proceeding diligently to cure such default) of the receipt from SIF Amber GP of written notice of such breach by KBRE LTD. (which notice shall detail the breach complained of), unless KBRE LTD. has requested arbitration in the form and manner as provided in Article 5;

(b) the commission by KBRE LTD. or any of its agents or employees of any act constituting fraud, misconduct, breach of fiduciary duty, gross negligence or a wilful breach of applicable laws; or

(c) an Event of Insolvency occurring with respect to KBRE LTD.

2.6 Termination by SIF

KBRE LTD. shall have the right, by notice to SIF Amber GP, to terminate this Agreement at any time upon the occurrence of any of the following events:

(a) a material breach by SIF Amber GP of its obligations under this Agreement that is not cured within forty-five (45) days (or such longer period as is reasonably required having regard for the nature of the default so long as SIF Amber GP is proceeding diligently to cure such default) of the receipt from KBRE LTD. of written notice of such breach by SIF

Amber GP (which notice shall detail the breach complained of), unless SIF Amber GP has requested arbitration in the form and manner as provided in Article 5; or

(b) an Event of Insolvency occurring with respect to SIF Amber GP; or

(c) upon forty-five (45) days written notice.

2.7 Materials

(a) On the termination of this Agreement, KBRE LTD. shall do all things and take all steps necessary or advisable to transfer management of the activities hereunder and shall forthwith deliver to SIF Amber GP, to the extent in its possession or control:

(i) all original books, records, documents and computer disks (where practical and readily available) and all books of account and accounting materials, invoices, vouchers and the like maintained in respect of SIF Amber GP and its Subsidiaries;

(ii) all uncashed cheques relating to the management of SIF Amber GP (and, if applicable, relating to the affairs of the Partnership for which SIF Amber GP is responsible under the Partnership Agreement) and other moneys not yet deposited into the bank accounts at the date of termination or received subsequent to the date of termination by SIF or its employees or agents;

(iii) all plans, reports, surveys, promotional marketing materials, permits, licenses, warranties and guarantees and other applicable materials relating to SIF Amber GP and its Subsidiaries; and

(iv) any other records or documents or materials in its possession relating to SIF Amber GP, its Subsidiaries or their assets or other property,

and shall execute and deliver all documents and instruments necessary or advisable to effect such transfers. KBRE LTD. may retain copies of all records, documents and books of account.

(b) On the termination of this Agreement, KBRE LTD. shall:

(i) forthwith deliver to SIF Amber GP and its Subsidiaries a final accounting and pay over any balance of SIP Amber GP's funds or Subsidiaries' funds held over by KBRE LTD. relating to the assets or other property of SIF Amber GP or its Subsidiaries, as applicable, if any, less any amounts owing to KBRE LTD. pursuant to this Agreement and any amounts necessary to satisfy commitments made by KBRE LTD. to others pursuant to this Agreement prior to the date of termination and KBRE LTD., its officers and employees, shall also immediately cease to have signing authority on the bank accounts of SIF Amber GP and its Subsidiaries and cease issuing cheques thereon in its capacity as manager under this Agreement;

(ii) co-operate in effecting and communicating the termination of this Agreement to all third parties; and

(iii) co-operate with SIF Amber GP, its Subsidiaries and any new manager retained to replace SIF to ensure a smooth and complete transition.

(c) On the termination of this Agreement, SIF Amber GP or its Subsidiary, as applicable, shall:

(i) assume any contracts entered into by KBRE LTD. on behalf of SIF Amber GP or the Subsidiary if such contracts have been entered into in accordance with the provisions of this Agreement and indemnify KBRE LTD. against any liability by reason of anything done or required to be done under any such contract after the effective date of termination;

(ii) pay for and indemnify KBRE LTD. against the cost of all services, materials and supplies, if any, which may have been ordered by KBRE LTD. as a result of its obligations arising from this Agreement, but which may not have been charged to and paid by KBRE LTD. at the time of termination if such services, materials and supplies have been ordered in accordance with the provisions of this Agreement; and

(iii) pay to KBRE LTD. forthwith all other amounts owed to it hereunder.

(d) This Section shall survive the termination of this Agreement.

2.8 Effect of Continued Performance

If this Agreement is terminated by either party, SIF Amber GP acknowledges and agrees that it shall be required to pay to SIF any and all fees for the Services and reimburse SIF for any expenses incurred, all in accordance with Article 4, until the effective date of termination of this Agreement.

ARTICLE3
SERVICES

3.1 Duties of KBRE LTD.

KBRE LTD. shall provide the services to SIF Amber GP and its Subsidiaries set out on Schedule "B" attached hereto (the "**Services**").

3.2 KBRE LTD. Staff

KBRE LTD. shall supply sufficient and appropriate, skilled and experienced staff as are reasonably necessary to carry out the responsibilities of KBRE LTD. under this Agreement and will ensure that the staff made available to SIF Amber GP devotes sufficient time, attention and resources as may be reasonably be necessary to provide the Services. SIF Amber GP will not pay any compensation to any such staff members. KBRE LTD. shall have the right to terminate the services of any staff member(s) from time to time and to retain services of additional individuals from time to time, in its sole discretion.

3.3 Use of Third Parties

KBRE LTD. may retain third parties, including consultants, accountants, lawyers, insurers, appraisers and other advisors, to provide customary services to SIF Amber GP and/or its Subsidiaries, at SIF Amber GP's or the Subsidiary's expense, as the case may be, provided same is provided for in an approved budget or is otherwise approved in writing by SIF Amber GP. SIF Amber GP will also be responsible for payment of expenses as set out in Section 4.3.

3.4 Exercise of Powers

KBRE LTD. shall, in carrying out its duties and exerc1smg its powers and authority under this Agreement, act honestly and in good faith with a view to the best interests of SIF Amber GP and in connection therewith, exercise the degree of care, diligence and skill that a reasonably prudent Person would exercise in comparable circumstances.

3.5 KBRE LTD. Authority to Act on Behalf of SIF Amber GP

In connection with the exercise of its duties under this Agreement, KBRE LTD. shall have the power and authority to: (i) contract on behalf of or otherwise bind or commit and pledge the credit of SIF Amber GP and its Subsidiaries; and (ii) manage the banking arrangements of SIF Amber GP and its Subsidiaries, including opening bank accounts and issuing and/or signing cheques or any other financial instrument. In furtherance of the foregoing, SIF Amber GP and its Subsidiaries will, on request of KBRE LTD. from time to time, provide powers of attorney to KBRE LTD. to evidence its authority to sign documents on behalf of SIF Amber GP and its Subsidiaries, as may be required.

3.6 Limitation of Responsibility

KBRE LTD. assumes no responsibility under this Agreement other than to render the Services in good faith, and shall not be responsible for any action of SIF Amber GP or its Subsidiaries in following or declining to follow any advice or recommendations of KBRE LTD.

3.7 Force Majeure

Notwithstanding any other provision of this Agreement whenever and to the extent that any party to this Agreement shall be unable to Fulfil or shall be delayed or restricted in the fulfilment of any obligation (other than the payment of any monies) under any provision of this Agreement by reason of strike, lock- out, war or acts of military authority, terrorism, rebellion or civil commotion, material or labour shortage not within the control of either party, fire or explosion, flood, wind, water, earthquake or other casualty, any event or matter not wholly or mainly within the reasonable control of the party having the obligation, or act of God, not caused by the default or act of or omission by such party and not avoidable by the exercise of reasonable effort or foresight by it, then, so long as any such impediment exists, such party shall be relieved from the fulfilment of such obligation and the other party shall not be entitled to compensation for any damage, inconvenience, nuisance or discomfort thereby occasioned and the time for fulfilment of such obligation shall be extended accordingly.

3.8 Notice of Force Majeure

A party whose obligations under this Agreement are affected by an event of Force Majeure: (i) shall give the other parties prompt written notice of the particulars of the event of Force Majeure and its expected duration; and (ii) shall use its commercially reasonable efforts to remedy its inability to perform such obligations.

3.9 Limitation of Liability

IN NO EVENT SHALL A PARTY BE LIABLE TO ANY OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TERMS OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, WHETHER AN ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, UNDER NO CIRCUMSTANCE SHALL A PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED ANY AMOUNT OF COMPENSATION PAID HEREUNDER; PROVIDED, HOWEVER THAT NOTHING CONTAINED IN THIS SECTION 3.9 OR IN ANY OTHER PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO LIMIT (I) THE LIABILITY OF A PARTY IN THE CASE OF FRAUD BY, OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF, SUCH PARTY; OR (II) THE ABILITY TO RECOVER INSURANCE PROCEEDS ACTUALLY RECEIVED BY OR ON BEHALF OF THE PARTY THAT IS LIABLE TO THE LIMIT OF THE INSURANCE CARRIED BY THE PARTIES II RESPECT OF THE EVENT.

3.10 Limitation of Liability - Third Party Contracts

In the event SIF Amber GP requests KBRE LTD. to enter into a third party contract on behalf SIF Amber GP, and KBRE LTD. so agrees (acting in its sole, absolute and arbitrary discretion), all commercially reasonable efforts shall be made to ensure that every such contract entered shall (except as KBRE LTD. may otherwise expressly agree in writing with respect to liability of KBRE LTD.) include a provision substantially to the following effect:

> "The parties hereto acknowledge that KBRE LTD. is entering into this Agreement solely in its capacity as the provider of certain corporate, administrative and/or other service to, and on behalf of, SIF Amber Projects GP Inc. and the obligations of SIF Amber Projects GP Inc. shall not be binding upon KBRE LTD. in any manner in respect of any indebtedness, obligation or liability of SIF Amber Projects GP Inc. arising hereunder or arising in connection herewith or from matters to which this Agreement relates, if any, including without limitation claims based on negligence or tort."

3.11 Ratification of Prior Acts

SIF Amber GP acknowledges, authorizes, ratifies and confirms all acts undertaken and completed by KBRE LTD. on its behalf or in any way related to the Projects to date, which if undertaken or completed during the term of this Agreement would have been within the scope of the authority provided to KBRE LTD. herein.

ARTICLE4
FEES AND EXPENSES

4.1 Fees for Services

(a) Commencing as at the commercial operation date of each Project and in consideration for the services to be provided by KBRE LTD. pursuant to this Agreement, KBRE LTD. shall be entitled to receive an annual fee of $18 per kw/DC with respect to each of the Projects (the **"Management Services Fee"**). The Management Services Fee shall be subject to applicable taxes, including HST, and shall be payable in advance on the first of each month. For clarity, there shall be no Management Services Fee payable prior to any Project obtaining commercial operation.

(b) In the event that KBRE LTD. is to provide any services to SIF Amber GP or its Subsidiaries in addition to those referred to in this Agreement, then before the provision of any such services SIF Amber GP and KBRE LTD. shall agree upon the scope of any such services and the fees for any such services.

4.2 Expenses of KBRE LTD.

KBRE LTD.' shall be responsible for and pay all of its operating and administrative expenses and other costs, including without limitation:

(a) employment expenses of its personnel, including, but not limited to, salaries, wages and the costs of employee benefit plans and temporary help;

(b) rent, telephone, utilities, office furniture, equipment and machinery and other office expenses of KBRE LTD.; and

(c) miscellaneous administrative expenses related to the performance by KBRE LTD. of its functions hereunder.

4.3 Expenses of SD' Amber GP

(a) SIF Amber GP and its Subsidiaries, as applicable, shall be responsible for and pay all expenses not assumed by KBRE LTD. pursuant to this Agreement, and without limiting the generality of the foregoing, it is specifically agreed that the following expenses of SIF Amber GP and its Subsidiaries shall be paid by SIF Amber GP or its Subsidiaries and shall not be paid by KBRE LTD.:

(i) interest and other costs of borrowed money;

(ii) fees and expenses of lawyers, accountants, auditors, appraisers and other agents or consultants employed by or on behalf of SIF Amber GP including those retained in connection with Section 3.2;

(iii) fees and expenses for accounting and clerical services provided to SIF Amber GP or its Subsidiaries, provided that if such services are provided by KBRE LTD., such services shall be provided on customary market terms and conditions;

(iv) fees and expenses connected with the acquisition, disposition and ownership of Installations or other property;

(v) insurance pertaining to the Projects, in addition to directors' and officers' liability insurance pertaining to SIF Amber GP;

(vi) expenses in connection with any employees or independent contractors employed or retained by SIF Amber GP or its Subsidiaries, including all compensation costs, benefits and severance costs;

(vii) fees and charges of transfer agents, registrars, indenture trustees and other trustees and custodians; and

(viii) all costs and expenses in connection with the creation, establishment, incorporation, organization and maintenance of any corporation, partnership or trust formed to hold, directly or indirectly, property of SIF Amber GP.

(b) Notwithstanding Section 4.2, SIF Amber GP hereby agrees to reimburse KBRE LTD., within 10 days of receipt of any receipt or other documentation described in Section 4.3(c), for any out-of-pocket expenses incurred by KBRE LTD. or any Affiliate of KBRE LTD. in performing the Services under this Agreement including, without limitation, all expenses incurred and fees payable to third parties in connection with acquisition, disposition, development, improvement and management of investments of SIF Amber GP or the Subsidiaries including, without limitation, reasonable travel and accommodation expenses of KBRE LTD., and professional reports SIF Amber GP which may be important to a solar power installation investment decision.

(c) KBRE LTD. agrees to present receipts and/or other documentation to SIF Amber GP as may be reasonably necessary in order for KBRE LTD. to claim reimbursement pursuant to Section 4.3(b) hereof.

4.4 GST/HST Remittance

Unless SIF Amber GP provides evidence to KBRE LTD. that SIF Amber GP is exempt from the payment of Goods and Services Tax/Harmonized Sales Tax (**"GST/HST"**), SIF Amber GP shall pay or cause its Subsidiaries or any of them to whom a portion of the fees hereunder have been allocated by SIF Amber GP to pay, in addition to the Fees and other fees and expenses hereunder, and KBRE LTD. shall collect and remit, GST/HST on such fees and expenses as and when required by Part IX of the *Excise Tax Act* (Canada) and the equivalent provisions of any provincial taxing statute, as amended from time totime.

ARTICLES
ARBITRATION

5.1 Initiation of Arbitration Proceedings

Whenever a dispute arises between the parties under this Agreement, a party may refer the matter to arbitration for determination, which shall be initiated and processed as follows:

(a) The party desiring arbitration shall give notice thereof (a **"Notice of Arbitration"**), with reasonable details of the matter, to be arbitrated, to the other party. The parties shall mutually agree on one arbitrator who shall be a disinterested person of recognized competence in the area of dispute to be arbitrated.

(b) If the parties fail to agree upon the selection of an arbitrator within fifteen Business Days after the Notice of Arbitration has been given, either of the parties, upon written notice to the other party, may apply to the Ontario Superior Court of Justice or to any other court having jurisdiction for the appointment of an arbitrator (who shall have the qualifications referred to in Section 5.l(a)).

(c) Each party shall be entitled to present evidence and argument to the 1:1,rbitrator. The arbitrator shall have the right only to interpret and apply the terms, covenants, agreements, provisions, conditions and limitations of this Agreement, and may not change any terms, covenants, provisions, conditions or limitations, or deprive any party to this Agreement of any right or remedy expressly provided in this Agreement.

(d) The arbitrator shall hear the submissions of the parties and shall render a decision within thirty days after the appointment of the arbitrator and the parties will cause written submissions and all documentation they intend to rely on to be filed with the arbitrator within twenty days after the appointment of the arbitrator.

(e) The determination of the arbitrator shall be conclusive and binding upon the parties and judgment upon the same may be entered in any court having jurisdiction thereover. The arbitrator shall give written notice to the parties stating his/her determination, and shall furnish to both parties a copy of such determination signed by him/her.

(f) If any arbitrator fails, refuses or is unable to act, a new arbitrator shall be appointed in his/her stead, which appointment shall be made in accordance with Section 5.l(a) above.

(g) The expenses of resolving the disputes described in this Section 5.1 shall be borne by the parties equally, other than expenses personal to it. Each party shall, however, be responsible for its own legal fees and disbursements and the fees and expenses of its witnesses, if any.

ARTICLE 6
INDEMNITIES

6.1 Indemnity by KBRE LTD. Amber GP

(a) KBRE LTD. and each of its directors, officers, employees and agents (collectively, the **"Indemnified Parties"**), shall be indemnified and reimbursed by SIF Amber GP for all liabilities, costs and expenses (including judgements, fines, penalties, interest, amounts paid in settlement with the consent of KBRE LTD. and counsel fees and disbursements on a solicitor and client basis, but other than loss of profits) reasonably incurred in connection with such Indemnified Party being or having been the manager of SIF Amber GP or a director, officer, employee or agent thereof, including in connection with any action, suit or proceeding that is proposed or commenced or other claim that is made to which any Indemnified Party may hereafter be made a party by reason of being or having been the manager of SIF Amber GP, or a director, officer, employee or agent thereof, except those resulting from KBRE LTD.'s wilful misconduct, bad faith, negligence or breach of its standard of care or obligations hereunder.

(b) For purposes of Section 6.l(a), (a) the right of indemnification conferred thereby shall extend to any threatened action, suit or proceeding and the failure to institute it shall be deemed its final determination, and (b) advances may be made by SIF Amber GP against costs, expenses and fees incurred in respect of the matter or matters as to which indemnification is claimed, provided that any advance shall be made only if SIF Amber GP receives an opinion of counsel to the effect that, on the basis of the facts known to such counsel, such Indemnified Party is entitled to indemnification under this Section 6.1. If required by applicable law, such Indemnified Party will be required to repay any advances. The foregoing right of indemnification shall not be exclusive of any other rights to which such Indemnified Party may be entitled as a matter of law or which may be lawfully granted to such Person and the provisions of this Section 6.1 are severable, and if any provisions hereof shall for any reason be determined invalid or ineffective, the remaining provisions of this Agreement relating to indemnification and reimbursement shall not be affected thereby.

6.2 Indemnity by KBRE LTD.

(a) KBRE LTD. agrees to indemnify and save harmless SIF Amber GP and each of its directors, officers and employees from and against all liabilities and expenses (including judgments, fines, penalties, interest amounts paid in settlement with the consent of KBRE LTD. and counsel fees) reasonably incurred in connection with any action, suit or proceeding to which it may hereafter be made a party by reason of SIF's wilful misconduct, bad faith, negligence or breach of its standard of care or obligations hereunder. However, the indemnity provided under this Section 6.2 shall not extend to those matters in which SIF Amber GP, knowing of a breach, accept the benefits arising under a contract or commitment, nor shall it extend to any debt, cost, expense, claim or demand for which insurance proceeds are recoverable by SIF Amber GP.

6.3 Insurance

SIF Amber GP shall carry officers' liability insurance in respect of any director, officer or employee of SIF who acts as an officer of SIF Amber GP, in such amounts and for such periods as are consistent with industry practice.

ARTICLE7
GENERAL

7.1 Notices

All notices required or permitted by this Agreement shall be in writing and delivered by hand or sent by telecopier on a Business Day to:

(a) SIF AMBER (3.5)PROJECTS LP
and
SIF AMBER (3.5) PROJECTS GP INC.

421 Stanley Park Drive
Port Stanley, ON
N5L 1E8
Attention: Jamie Kent

With a copy to:

Amber Energy Co-operative Inc.

7912 Anger Road
Aylmer, Ontario
N5H 2R1
Attention: Jamie Kent

(b) KBRE LTD.

51830 Ron Mc Neil Line
Springfield, Ontario
N0L 2J0
Attention: Tim Small

or at such other address, fax number (or email address) as a party may from time to time advise the other party by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery or telecopy thereof (or transmission in the case of notice by email).

7.2 Further Assurances

Each party shall act in good faith in performing its obligations and exercising its rights herein and 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 reasonable commercial efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

7.3 No Assignment

No party shall assign its rights and obligations hereunder without the prior written consent of each of the other parties hereto.

7.4 Successors and Assigns

All of the terms and provisions of this Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns.

7.5 No Partnership

Each of the parties agree and acknowledge that they are independent contractors and that it is not intended by entering into this Agreement to form a partnership of any nature whatsoever between them, nor is it intended by carrying out the terms hereof that they should be characterized as carrying on business in partnership. Each of the parties shall not take or omit to take any action whatsoever which might reasonably result in any Person believing that the parties are carrying on business in partnership and each of them shall cooperate to take all steps necessary and desirable to avoid the creation of such an impression of partnership. For all purposes of this Agreement, SIF shall be an independent contractor.

7.6 Confidentiality

All information relating to SIF Amber GP which is not generally disclosed to the public received by KBRE LTD. pursuant to this Agreement shall be kept confidential and may not be used by KBRE LTD. or disclosed by KBRE LTD. to any other Person except with the consent of SIF Amber GP. Notwithstanding the foregoing, KBRE LTD. may disclose all information obtained to the extent (i) KBRE LTD. is required to disclose such information in legal proceedings among the parties (ii) KBRE LTD. (acting reasonably) determines necessary in connection with any form of fundraising transaction or (iii) such information is in the public domain.

7.7 Counterparts

This Agreement may be executed in any number of counterparts (by facsimile or otherwise), each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce more than one counterpart.

7.8 Examination of Records

KBRE LTD. shall make available to SIF Amber GP and its authorized representatives at any time during normal business hours on a Business Day all records, documents or information related to the activities of SIF Amber GP (as such pertain to the Projects) wherever maintained. KBRE LTD. shall provide SIP Amber GP and its authorized representatives during normal business hours on a Business Day at KBRE LTD.'s head office with reasonably requested information and records pertaining to KBRE LTD.'s providing of the Services. Any such providing of information shall be conducted in a manner which will not unduly interfere with the conduct of KBRE LTD.'s business in the ordinary course.

7.9 Provision of Information

SIF Amber GP shall:

(a) grant access or cause access to be granted to KBRE LTD. to the information necessary in order for KBRE LTD. to perform its obligations, covenants and responsibilities pursuant to the terms hereof; and

(b) provide, or cause to be provided, all information as may be reasonably requested by KBRE LTD., and promptly notify KBRE LTD. of any material facts or information of which it is aware, in relation to and which may affect the performance of the obligations, covenants or responsibilities of KBRE LTD. pursuant to this Agreement, including any known material facts or material changes in the business, operations or capital of the Trust (as the case may be), or any known pending or threatened suits, actions, claims, proceedings or orders by or against the Trust or any of its affiliates before any court or administrative tribunal.

****Remainder of page left blank intentionally****

IN **WITNESS WHEREOF** the parties have duly executed this Agreement on the date written on the first page of this Agreement.

SIF AMBER (3.5) PROJECTS LP, by its general Partner, **SIF AMBER (3.5) PROJECTS GP INC.**

Per: Jamie Kent
Name: Jamie Kent
Title: President

Per:
Name:
Title:

SIF AMBER (3.5) PROJECTS GP INC.

Per: Jamie Kent
Name: Jamie Kent
Title: President

Per:
Name:
Title:

KBRE LTD.

Per:
Name: Tim Small
Title: General Manager

Per:
Name:
Title:

SCHEDULE "A"
Projects

	Bossuyt Farm	**Larry Dawson**	**Field and Flock Farms**	**Skipwell**	**Underhill**
FIT Reference #	FIT-GX7815Q	FIT-GTUPVTT	FIT-G07WFU8	FIT-GVN0J12	FIT-GTDG5QX
FIT Contract ID	F-006048-SPV-310- 527	F-006089-SPV-310- 528	F-006044-SPV-310- 528	F-006046-SPV-310- 528	F-006043-SPV-310- 528
FIT Version	3.1	3.1	3.1	3.1	3.1
Address	4548 Half Moon Road, Aylmer, ON N5H 2R2	50338 Wilson Line, Springfield, ON N0L 2J0	50292 Vienna Line, Aylmer, ON N5H 2R2	47734 Talbot Line, Aylmer, ON N5H 2R4	52741 Nova Scotia Line, Port Burwell, ON N0J ITO
Contract Date	9-Apr-15	10-Apr-15	10-Apr-15	10-Apr-15	10-Apr-15
Contract Size AC	50	250	250	500	250
Property PIN	35318-0197 (LT)	35281-0153 (LT)	35314-0252 (LT)	35289-0110 (LT)	35319-0185 . (LT)

SCHEDULE "B"
Services

- managing all the necessary approvals and legal requirements to ensure each solar energy installation (post commercial operation) complies with ongoing requirements of IESO and/or the applicable local distribution company;

- arranging and managing the operation and maintenance contracts for all solar energy installations;

- administering leasing matters for all solar energy installations, with the support of Amber in interacting with all Landlords as may be applicable;

- arranging and managing applicable real estate registrations;

- consulting in connection with any investor relations initiatives proposed by SIF Amber GP;

- liaising between SIF Amber GP and the limited partnership unitholders as from time to time required;

- overseeing the books and financial records of the Partnership, SIF Amber GP and its Subsidiaries, the preparation of financial and operational reporting and disclosure documents and other communications to the limited partnership unitholders and SIF Amber GP shareholders, as required from time to time;

- managing day-to-day operations of SIF Amber GP;

- overseeing the preparation of reports and other documents as from time to time required;

- conducting day-to-day relations on behalf of SIF Amber GP with third parties, including suppliers, joint venturers, lenders, brokers, consultants, advisors, accountants, lawyers, insurers and appraisers;

- preparing designations, allocations, elections and determinations to be made in connection with the income and capital gains of SIF Amber GP for tax and accounting purposes;

- managing SIF Amber GP's regulatory compliance, including making all required filings;

- If there is a Dispute, as such term is defined in any Unanimous Shareholders Agreement governing the affairs of SIF Amber GP, as amended from time to time (the **"Unanimous Shareholders Agreement"**) between any of the parties to the Unanimous Shareholders Agreement, or any of the directors of SIF Amber GP (as the case may be), and during the period of such Dispute the relevant parties are unable to make decisions affecting the management, oversight and/or operation of the Projects owned by the Partnership, then all of SIF Amber GP's general partner responsibilities pursuant to the Unanimous Shareholders Agreement and the Partnership Agreement shall be deemed to have been delegated to KBRE LTD.;

- Administering the term financing to be provided by Farm Credit Canada; and

- Administering the bank accounts pertaining to the Projects.

Schedule 5.1(f)
Form of Financial Model

Please see attached.

Schedule 5.1(f)
Form of Drawdown Certificate

Please see attached.

DRAWDOWN CERTIFICATE

TO: FARM CREDIT CANADA ("FCC")

RE: Credit agreement dated as of December 21, 2016 between SIF Amber (3.5) Projects LP (the "Borrower"), as borrower, SIF Amber (3.5) Projects GP Inc., as guarantor, and FCC, as lender (as amended, restated, supplemented, modified or replaced from time to time, the "Credit Agreement")

1) This Drawdown Certificate is delivered pursuant to Section 5.1(u) of the Credit Agreement. The Borrower hereby requests a Drawdown under the Credit Agreement in the amount of $● (the "**Proposed Advance**").

2) The proposed Drawdown Date is ●.

3) The Drawdown should be disbursed as per the written direction and redirection provided by the Borrower.

4) In connection with this Drawdown Certificate and the Proposed Advance, the Borrower certifies as to the following information relating thereto:

   a) in respect of all such Units all Project Agreements and Project Approvals including, but not limited to, third party consents required in the ownership and operating of the Collateral, are in full force and effect, except for those which are not yet required (having regard to the status of the Projects and the permitting strategy agreed with FCC in consultation with the Independent Engineer). Attached as Schedule "B" are true and complete copies of all such Project Approvals (or amendments thereto) not previously provided in prior Drawdown Certificates;

   b) in respect of all such Units that;

      i) the Borrower has received an executed Lease Agreement from each registered owner (together with any spouse whose consent is required) of the Property on which such Unit has been installed and such Lease Agreement has been registered on title to each such Property;

      ii) a notice of security interest in favour of FCC is registered on title to each Property on which such Unit has been installed;

      iii) the registered owners to each Property on which such Unit has been installed have executed and delivered to FCC or its solicitor an Acknowledgement and Agreement in respect of such Collateral;

      iv) such release and discharges as FCC may require in respect of each such Unit and related Collateral to ensure that FCC has a first priority Lien on such Unit and related Collateral including, but not limited to, from the PIA Contractor.

      v) the Borrower has registered on title to each Property on which such Unit has been installed a notice of security interest in favour of FCC in the form required by the Credit Agreement and a certified copy has been delivered to FCC;

vi) that all approvals for subsidies, contracts and/or grants contemplated in the Financial Model have no material impediments to their release into the Project;

vii) that all of the representations and warranties set out in the Credit Agreement and the other Security Documents are true, accurate and complete in all respects on and as of the time of delivery hereof with the same force and effect as though made on and as of the time of delivery hereof;

viii) that the Borrower is not in default in the performance or observance of any of the covenants, terms or conditions contained in any of the Credit Agreement or to any other Security Document to which Borrower is a party;

ix) that there has been no material change in the financial condition, business, affairs or control of the Borrower since the Closing Date which would or could reasonably be expected to jeopardize in a material manner the ability of the Borrower to perform fully its obligations under each Security Document or Material Agreement to which it is a party; and

x) that all of the conditions precedent to the Proposed Advance requested in this Drawdown Certificate, as specified in Article 5 of the Credit Agreement have been satisfied.

5) All capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement.

6) This Drawdown Certificate, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

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Dated _______________, 2016

SIF AMBER (3.5) PROJECTS GP INC. in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

____

Name: Jamie Kent
Title: President

____

Name: Charles Mazzacato
Title: Vice-President

I/We have the authority to bind the limited partnership.

Schedule
Force Majeure Events

None.

Schedule 6.1(m)
Project Approvals

Hydro One Networks Inc. & Ontario Ministry of the Environment

Project Name	Hydro One: Project ID	Hydro One: Connection Impact Assessment	Hydro One: Connection Cost Agreement	Ontario Ministry of Environment: Environmental Activity and Sector Registry (EASR)
SIF Solar Project 1				
SIF Solar Project 2				
SIF Solar Project 3				
SIF Solar Project 4				
SIF Solar Project 5				
SIF Solar Project 6				

Schedule 6.1(n)
Environmental

Nil

Schedule 11.13
Form of Acceptance Agreement

Please see attached.

This is Exhibit "F" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2E7B29C04CC6424

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Farm Credit Canada Canada

Amendment No. 3 to Credit Agreement and Waiver

Customer number: 200804430

April 6, 2017

Private and Confidential

SIF AMBER (3.5) PROJECTS LP.
150 Bridgeland Avenue, Suites 202/206
Toronto, ON M6A 1Z5

Dear Sir/Madam:

Reference is made to the credit agreement dated December 21, 2016 between Farm Credit Canada ("**FCC**"), as lender, SIF Amber (3.5) Projects LP (the "**Borrower**"), as borrower, and SIF Amber (3.5) Projects GP Inc. (the "**Guarantor**"), as guarantor, as previously amended by amendment no.1 dated December 22, 2016 and amendment no.2 dated March 20, 2017 (as it may be further amended, restated, replaced, renewed, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

This amendment no. 3 (this "**Amendment**") merely amends the Credit Agreement and nothing in this Amendment shall constitute or result in or be construed as constituting or resulting in: (i) a repayment or reborrowing of any Indebtedness owed by the Borrower to FCC under any Credit Facilities owing by the Borrower, or (ii) a novation or rescission of any previous credit agreements or any other Loan Document. Each capitalized term used and not otherwise defined herein shall have the meaning given to such term in the Credit Agreement.

The purpose of this Amendment is to set out the amendments to the Credit Agreement to which the parties have mutually agreed.

1. Waiver

For the purposes of the second Subsequent Drawdown in the amount of $1,042,048.00, FCC waives the requirement for delivery to FCC of the following (the "**Waived Conditions Precedent**"):

(i) the fully executed consent from IESO to the assignment of FIT program contracts from Amber Energy Co-Operative Inc. to the Borrower for each Project;

(ii) the fully executed agreement to assign the Solar Project Leases between Amber Energy Co-Operative Inc. and the Borrower for each Property;

(iii) the fully executed agreement to assign FIT program contracts between Amber Energy Co-Operative Inc. and the Borrower for each of the Projects;

(iv) the fully executed notice of assignment of FIT program contract by Amber Energy Co-Operative Inc. and the Borrower for each of the Projects;

(v) the fully executed consent, assumption and acknowledgement agreement for pre-cod assignment FIT program contract version 3.1 between Amber Energy Co-Operative Inc., the Borrower and IESO in respect of each Project;

(vi) the fully executed assignment and novation agreement and connection agreement amending agreement among Amber Energy Co-Operative Inc., the Borrower and Hydro One Networks Inc. in respect of each Project;

(vii) the fully executed secured lender consent executed by IESO, FCC and the Borrower for the Projects;

(viii) the fully executed specific assignment of the Material Project Agreements and Project Approvals from the Borrower (to the extent such Project Approvals may be assigned), together with any consents necessary under such Material Project Agreements or Project Approvals to allow the assignment by way of security and the realization of such security, including for greater clarity the agreement with IESO contemplated in Section 11.3 of the PPA applicable to Projects part of the FIT Program;

(ix) the fully executed specific assignment of the Solar Project Leases from the Borrower, together with any consents necessary under such the Solar Project Leases to allow the assignment by way of security and the realization of such security; and

(x) the fully executed mortgagee consents in respect of Projects that are not the basis of the request for the Initial Drawdown.

The Borrower, the Guarantor, Amber Energy Co-operative Inc. and Solar Income Fund Inc. acknowledge and agree that (i) FCC shall not be obliged to make any further advance until all conditions precedent in Section 5.1 of the Credit Agreement have been satisfied; and (ii) if the Borrower does not satisfy the conditions precedent set out in Section 5.1 on or before June 30, 2017 then an Event of Default shall have occurred.

2. Amendments to Credit Agreement

(i) Section 2.1 is amended by deleting "$5,573,357" and replacing it with "$4,005,787".

(ii) Section 5.3 is amended by adding the following as subsection 5.3(d):

"(d) All conditions precedent set out in Section 5.1 and Section 5.2 of this Agreement, including any that have been previously waived by FCC in connection with any Drawdown, have been fulfilled or performed to the satisfaction of FCC."

(iii) Article 8.1 of the Credit Agreement is hereby amended by deleting Section 8.1(r) in its entirety and replacing it with the following:

"(r) a first ranking charge of Amber Energy Co-Operative Inc.'s leasehold interest in each Property on which a Unit is to be installed pursuant to a Solar Project Lease;

(s) an assignment of insurance against the property and assets of Amber Energy Co-Operative Inc. naming FCC as the "sole" loss payee with respect to the Project; and

(t) such other documents as FCC may now or hereafter reasonably require to give effect to, register and perfect the security interests created by the documents referred to in this Section 8.1, in the jurisdiction where such charged assets are located."

(iv) Schedule I is deleted in its entirety and replaced with Annex "A" attached to this Amendment.

3. Release of Guarantee and Security Documents from Amber Energy Co-Operative Inc. and Solar Income Fund Inc.

Upon the Borrower satisfying Section 5.1 of the Credit Agreement and FCC providing written notice to the Borrower advising that in its sole and absolute discretion it is satisfied with such deliverables, the guarantees and Security Documents listed below shall be cancelled and terminated and all security interests constituted thereby in favour of FCC shall be released and discharged:

(i) an unlimited guarantee from Amber Energy Co-Operative Inc. in favour of FCC in respect of all indebtedness, liabilities and obligations of the Borrower;

(ii) a general security agreement from Amber Energy Co-Operative Inc. providing for a charge and security interest (subject only to Permitted Liens) on all the then present and future real property (including leasehold interest in real property), personal property, fixed assets, equipment, accounts receivable, inventory, intellectual property and all other assets and undertaking of Amber Energy Co-Operative Inc.;

(iii) a specific assignment of the Material Project Agreements and Project Approvals from Amber Energy Co-Operative Inc.;

(iv) an unlimited guarantee from Solar Income Fund Inc. in favour of FCC in respect of all indebtedness, liabilities and obligations of the Borrower;

(v) a first ranking charge of Amber Energy Co-Operative Inc.'s leasehold interest in each Property on which a Unit is to be installed pursuant to a Solar Project Lease; and

(vi) an assignment of insurance against the property and assets of Amber Energy Co-Operative Inc. naming FCC as the "sole" loss payee with respect to the Project.

4. Conditions Precedent to Advance

Prior to FCC making any Advance under the Credit Agreement and this Amendment, FCC shall confirm that the following events have occurred to the satisfaction of FCC and its legal counsel:

(i) FCC shall have received this Amendment executed by the Credit Parties;

(ii) no Default or Event of Default has occurred and is continuing; and

(iii) FCC having received such other agreements, documents and instruments as FCC shall reasonably require to effect the amendments contemplated in this Amendment.

5. General Provisions

5.1 *Nature of this Amendment*

It is acknowledged and agreed that the terms of this Amendment are in addition to and, unless specifically provided for, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall be read and construed in conjunction with this Amendment and the Credit Agreement, as amended by this Amendment, together with all of the powers, provisions, conditions, covenants and agreements contained or implied in the Credit Agreement shall be and shall continue to be in full force and effect. References to the "Credit Agreement" or the "Agreement" in the Credit Agreement or in any other document delivered in connection with, or pursuant to, the Credit Agreement, shall mean the Credit Agreement (together with all schedules and exhibits attached thereto), as amended by this Amendment.

5.2 *No Other Amendments*

All other terms and conditions of the Credit Agreement remain unamended and the Credit Agreement remains in full force and effect.

5.3 *Waiver*

The conditions listed in this Amendment may be waived by FCC in whole or in part and with or without terms or conditions.

5.4 *Further Assurances*

The Credit Parties shall deliver or shall cause to be delivered to FCC duly executed documents in form and substance satisfactory to FCC as may be reasonably requested by FCC or its counsel for the purpose of giving effect to this Amendment or for the purpose of establishing compliance with the representations, warranties and conditions of this Amendment, the Credit Agreement or the Security Documents contemplated under the Credit Agreement.

5.5 *Severability*

Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5.6 *Time of Essence*

Time shall, in all respects, be of the essence of this Amendment.

5.7 *Assignment*

The Borrower shall not assign this Amendment or any part hereof without the prior written consent of FCC. FCC may assign this Amendment in accordance with the terms of the Credit Agreement.

5.8 *Governing Law*

This Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as a Ontario contract. The parties hereby submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

5.9 *Whole Agreement*

The Credit Agreement, this Amendment, the Security Documents and any other written agreement delivered pursuant to or referred to in the Credit Agreement or this Amendment constitute the whole and entire agreement between the parties in respect of the Credit Facilities. There are no verbal agreements, undertakings or representations in connection with the Credit Facilities.

5.10 *Successors and Assigns*

This Amendment shall be binding on the Borrower and its successors and assigns, and will enure to the benefit of FCC and its respective successors and assigns

5.11 *Counterparts*

This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This Amendment, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.12 ***No Novation***

Nothing in this Amendment, nor in the Credit Agreement when read together with this Amendment, shall constitute novation, payment, re-advance, or otherwise of any existing indebtedness, liabilities and obligations of the Borrower to FCC.

5.13 ***Continuing Effect of Security Documents***

Each of the undersigned acknowledges, confirms and agrees that all mortgage, security and other documents, agreements and instruments executed by it shall remain in full force and effect as binding obligations enforceable against it notwithstanding the execution and delivery of this Amendment and secure all present and future indebtedness, liabilities and obligations of the Borrower to FCC.

5.14 ***Language***

The parties have requested that this Amendment and all other Loan Documents be drafted in English. Les parties ont requis que cette convention et tous les autres documents soient rédigés en anglais.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have executed this Amendment as of the day and year first above written.

Acceptance

This Agreement may be accepted by signing, dating and returning to FCC on or before April 30, 2017 the enclosed copy of this Amendment executed by the Credit Parties as set out below. Failing such acceptance, this offer shall be of no further force or effect.

FARM CREDIT CANADA

Per:
Name: Kent Cunnington
Title: Senior Corporate Credit Manager

AGREED TO and ACCEPTED this 10th day of April, 2017.

SIF AMBER (3.5) PROJECTS GP INC. in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

by
Name: Jamie Kent
Title: President

by
Name: Charles Mazzacato
Title: Vice-President

I/We have the authority to bind the limited partnership.

SIF AMBER (3.5) PROJECTS GP INC.

by
Name: Jamie Kent
Title: President

by
Name: Charles Mazzacato
Title: Vice-President

I/We have the authority to bind the corporation.

AMBER ENERGY CO-OPERATIVE INC.

by
Name: Jamie Kent
Title: President

by
Name: Timothy Small
Title: Secretary

I/We have the authority to bind the corporation

SOLAR INCOME FUND INC.

by
Name:
Title:

by
Name: Charles Mazzacato
Title: President

I/We have the authority to bind the corporation.

Annex "A"

Schedule I
Property

Project Name	PIN	Roll Number	Legal Description
SIF Solar Project 2 Schipper 2	35289-0110 (LT)		PT LT 74-77 CON NTR MALAHIDE PT 1 11R6455, AS IN E416330 (THIRDLY); DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN E416330; MALAHIDE
SIF Solar Project 3 Field & Flock	35314-0252 (LT)		PART OF LOT 17 CON 3 MALAHIDE DESIGNATED AS PART 1, 11R3761, PART OF LOT 18 CON 3 MALAHIDE AS IN E302793; S/T E302793; MALAHIDE
SIF Solar Project 4 Underhill	35319-0185 (LT)		PART OF LOT 29 CON 1 MALAHIDE AS IN E411640; S/T E447948; MALAHIDE
SIF Solar Project 5 Dawson	35281-0153 (LT)		PART OF LOTS 8 & 9 CON 8 SOUTH DORCHESTER AS IN E352457; MALAHIDE
SIF Solar Project 6 Bossuyt	35318-0197 (LT)		PT RDAL BTN LT 10 AND 11 CON 1 MALAHIDE CLOSED BY UNREGISTERED BY-LAW # 883; PT LT 11-12 CON 1 MALAHIDE AS IN E125291; MALAHIDE

This is Exhibit "G" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Amendment No. 4 to Credit Agreement and Waiver

Customer number: 200804430

October 23, 2018

Private and Confidential

SIF AMBER (3.5) PROJECTS LP.
34 King Street East, Suite 700
Toronto, ON M5C 2X8

Dear Sir/Madam:

Reference is made to the credit agreement dated December 21, 2016 between Farm Credit Canada ("**FCC**"), as lender, SIF Amber (3.5) Projects LP (the "**Borrower**"), as borrower, and SIF Amber (3.5) Projects GP Inc. (the "**Guarantor**"), as guarantor, as previously amended by amendment no.1 dated December 22, 2016, amendment no.2 dated March 20, 2017 and amendment no. 3 dated April 6, 2017 (as it may be further amended, restated, replaced, renewed, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

This amendment no. 4 (this "**Amendment**") merely amends the Credit Agreement and nothing in this Amendment shall constitute or result in or be construed as constituting or resulting in: (i) a repayment or reborrowing of any Indebtedness owed by the Borrower to FCC under any Credit Facilities owing by the Borrower, or (ii) a novation or rescission of any previous credit agreements or any other Loan Document. Each capitalized term used and not otherwise defined herein shall have the meaning given to such term in the Credit Agreement.

The purpose of this Amendment is to set out the amendments to the Credit Agreement to which the parties have mutually agreed.

1. Waiver

FCC waives the requirement for delivery to FCC of the following (the "**Waived Breaches**"):

(i) the failure to provide the financial reporting for the period ending December 31, 2017 required by section Subsections 7.1(a) and (c) of the Credit Agreement; and

(ii) the breach of Subsections 7.2(d) and (g) arising from the Debt owed by the Borrower to Solar Income Fund LP(#6) arising from (A) the grid promissory note dated November 10, 2016 executed by the Borrower in favour of Solar Income Fund LP(#6); and (ii) the demand promissory note (modules) in the principal amount of $500,000 dated November 10, 2016 executed by the Borrower in favour of Solar Income Fund LP(#6) along with the Liens granted by the Borrower to Solar Income Fund LP(#6) to secure such Debt.

2. Amendments to Credit Agreement

(i) Section 1.1 is amended by deleting the definition of "Blocked Account Bank", "Contributions", "Credit Facility Maturity Date", "DSCR Calculation Date", "Drawings", "GP Management Agreement", "Interest Rate", "Management Direct Agreements", "O&M Contractor" and replacing them with the following:

"**Blocked Account Bank**" means Royal Bank of Canada.

"**Contributions**" is defined as loans or advances made to the Borrower by its shareholders or related companies after October 1, 2018 excluding (i) the Debt arising from the grid promissory note dated November 10, 2016 executed by the Borrower in favour of Solar Income Fund LP(#6); (ii) the demand promissory note (modules) in the principal amount of $500,000 dated November 10, 2016 executed by the Borrower in favour of Solar Income Fund LP(#6); and (iii) all Debt arising from or relating to the Amber Guaranteed Debt.

"**Credit Facility Maturity Date**" means September 30, 2036.

"**DSCR Calculation Date**" means last day of each Fiscal Year of the Borrower commencing with the Fiscal Year ending on December 31, 2018.

"**Drawings**" is defined as dividends, drawings, and repayment of shareholder loans or advances or related company loans or advances made by the Borrower but excluding for the Financial Year ending on December 31, 2018 HST refunds of the Borrower in connection with the Project in an aggregate amount not to exceed $300,000 paid by the Borrower to Solar Income Fund LP(#6);

"**GP Management Agreement**" means the management agreement between the Borrower and Parity Management and Consulting Inc. dated with effect as of September 24, 2018.

"**Interest Rate**" means 5.791% per annum.

"**O&M Contractor**" means Northwind Solutions Group Inc.

(ii) Section 1.1 is amended by deleting the definition of Permitted Debt in its entirety and replacing it with the following:

""Permitted Debt" means:

(a) Debt hereunder or under any other Financing Document;

(b) Debt existing on the date hereof and set forth in Schedule VI;

(c) trade accounts due and payable within 90 days and considered unsecured obligations incurred in the ordinary course of business (but excluding Debt for borrowed money);

(d) Purchase Money Obligations, to the extent of the maximum amount permitted by sub-paragraph (k) of the definition of "Permitted Lien" below;

(e) Debt under any Solar Project Lease;

(f) the Amber Guaranteed Debt provided such Debt is Subordinated Debt; and

(g) Debt consented to in writing by FCC from time to time."

(iii) Section 1.1 is amended by renumbering subsection (r) and (s) as subsection (s) and (t), respectively, and the following is added as subsection (r):

"(r) Liens in favour of Solar Income Fund LP (#6) securing the Amber Guaranteed Debt provided such Debt is Subordinated Debt"

(iv) Section 1.1 is amended by add the following definitions for "Amber Guaranteed Debt", "Free Cash Flow" and "Subordinated Debt":

"**Amber Guaranteed Debt**" means the Debt in the initial approximate principal amount of $1,000,000 (the "**Revised Principal Amount**") arising from the Borrower's Guarantee to Solar Income Fund LP (#6) all of the liabilities and obligations of Amber Renewable Energy Co-Operative Inc. arising from the assumption by Amber Renewable Energy Co-Operative Inc. of the Debt of the Borrower arising from (i) the Debt arising from the grid promissory note dated November 10, 2016 executed by the Borrower in favour of Solar Income Fund LP(#6); and (ii) the demand promissory note (modules) in the principal amount of $500,000 dated November 10, 2016 executed by the Borrower in favour of Solar Income Fund LP(#6); and which the parties have agreed to reduce, in the aggregate, to the Revised Principal Amount."

"**Free Cash Flow**" means, for any period, EBITDA for the Borrower during such period, **less**, without duplication, each of the following: (i) the principal component of all scheduled cash repayments paid by the Borrower to FCC under the Credit Facility during such period; (ii) all cash Lease Payments paid by the Borrower during such period; (iii) all cash Taxes (excepting HST) paid by the Borrower during such period; (v) all cash interest expenses in connection with the Credit Facility paid by the Borrower during such period; and (vi) FCC's annual review fee paid by the Borrower to FCC.

"**Subordinated Debt**" means, at any time, Debt of the Borrower (i) the primary terms of which (including, without limitation, its interest rate, payment schedule, maturity date and applicable acceleration rights and the proposed use of such funds) are all satisfactory to the Lender in its sole discretion, (ii) which has been validly postponed and subordinated in right of payment and collection to the repayment in full of the Obligations to the satisfaction of the Lender in its sole discretion, and (iii) all security, if any, held for such Debt has been fully subordinated and postponed to the Security Documents to the satisfaction of the Lender in its sole discretion."

(v) Section 2.5(a) of the Credit Agreement is amended by deleting Section 2.5(a) in its entirety and replacing it with the following:

"(a) Provided that the Credit Facility is not prepaid or earlier accelerated in accordance with Article 9, the Borrower shall repay the principal amount of the Credit Facility in seventy three (73) quarterly instalments of principal in the amount of $52,787.44 and all accrued and unpaid interest and fees of the Credit Facility with such payments to be made on the last Banking Day of March, June, September and December commencing on the later of the closing date of Amendment No. 4 or September 30, 2018, with the balance of the principal amount outstanding under the Credit Facility, together with all accrued and unpaid interest and fees thereon, to be paid on the Credit Facility Maturity Date."

(vi) Section 2.5 is amended by adding the following as Subsection 2.5(e)

"(e) In addition to the above mandatory repayments required under this Section 2.5, the Borrower shall pay annually, within 120 days of the end of each Fiscal Year of the Borrower commencing with the year ending December 31, 2026, an amount equal to 55% of the Free Cash Flow of the Borrower for that Fiscal Year. Such calculation shall be based upon the annual unaudited financial statements of the Borrower delivered pursuant to Section 7.1(a). For greater certainty, the first payment of Free Cash Flow shall be paid by no later than April 30, 2027 in respect of the Financial Year ended December 31, 2026.

(vii) Section 2.6 is deleted in its entirety and replaced with the following:

"**2.6 Optional Prepayments**

Excepting repayments made under Section 2.5(e) and Section 7.3(d), any prepayments are subject to an additional prepayment charge equal to the greater of (i) three (3) months interest on the amount prepaid at the Interest Rate as of the date of prepayment, and (ii) the amount of interest lost by FCC over the remaining term of the Credit Facility."

(viii) Section 7.2 (h) of the Credit Agreement is amended by deleting Section 7.2(h) in its entirety and replacing it with the following:

"(h) **Restriction on Investments and Guarantees**. The Borrower shall not, directly or indirectly, make or hold any investment in, advances to, capital contributions to, loans to or Guarantees to, or give any financial assistance to or for the benefit of any Person, or make any acquisition of any Equity Securities, property or other assets of any Person, or enter into any joint venture, consortium, partnership or similar arrangement with any Person, except (i) by way of deposit or advance in relation to the purchase of goods, chattels and equipment for the Projects, or the investing of cash on hand in Permitted Investments, in each case as part of or as ancillary to the ordinary course of business, (ii) with funds on deposit in the Distribution Account and available for distribution pursuant to Section 7.3(d); or (iii) the Amber Guaranteed Debt provided such Debt is Subordinated Debt."

(ix) Section 7.2 (j) of the Credit Agreement is amended by deleting Section 7.2(j) in its entirety and replacing it with the following:

"(j) **Restricted Payments**. The Borrower shall not declare, pay or make any Restricted Payment except after the Completion of all the Projects, transfers of funds to the Distribution Account in accordance with Section 7.3(d) in respect of and only to the extent of, funds then on deposit in, and permitted to be distributed from the Distribution Account in accordance with Section 7.3(d)."

(x) Section 7.2 (k) of the Credit Agreement is amended by deleting Section 7.2(k) in its entirety and replacing it with the following:

"(k) **Restriction on Transfers of Ownership Interest.** The Borrower shall not permit any additional Equity Securities or other ownership interest ("**Ownership**") in the Borrower to be issued or any existing Equity Securities or Ownership in the Borrower to be transferred without FCC's written consent save and except the Equity Securities of the Borrower which have been pledged by Amber Renewable Energy Co-Operative Inc to Solar Income Fund LP (#6). Where FCC, in its sole discretion, determines that the purchaser of said Equity Securities meets FCC's credit and 'Know Your Client' requirements, FCC will not unreasonably withhold its written consent."

(xi) Section 7.2(q) of the Credit Agreement is amended by deleting Section 7.2(q) in its entirety and replacing it with the following:

"(q) **Accounts.** The Borrower shall not establish or maintain any deposit account or securities account, other than the Reserve Accounts with the Blocked Account Bank and an account established with the Blocked Account Bank solely for the purpose of funding pre-authorized payments to FCC provided that the funds in such pre-authorized payment account shall be funded no earlier than five (5) Banking Days before the applicable pre-authorized payment date and only for the amount of such pre-authorized payment."

(xii) Section 7.3 (b) of the Credit Agreement is amended by deleting the reference to "$245,000" and replacing it with "the lesser of: (i) $186,765.92 or (ii) if there has been no Default or Event of

Default from and after October 1, 2018, six months of principal and interest payments as determined by FCC in its sole discretion after conducting its annual review for the year ending December 31, 2023".

(xiii) Section 7.3(d) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(d) **Distribution Account.** The Borrower shall establish, maintain and fund a segregated account designated as the "**Distribution Account**". The Borrower shall deposit into the Distribution Account such amounts as required pursuant to Section 7.4(a)(viii). Distributions from the Distribution Account to the Borrower's partners shall be permitted subject to the following:

(i) No default or Event of Default has occurred and is continuing;

(ii) All required Reserve Accounts have been fully funded;

(iii) The Borrower shall have delivered to FCC the reporting required by Section 7.1 of the Agreement;

(iv) The DSCR shall be no less than 1.00:1.00 for the most recently completed Fiscal Year and the most recent Financial Model delivered to the Lender for the current Fiscal Year confirms that the DSCR shall be no less than 1.00:1.00 throughout such Fiscal Year in which the proposed Distribution is made;

(v) Distributions shall be made once annually but no earlier than the earlier of (A) May 31 of each year, or (B) 30 days after FCC receipt of the year-end financials required by Section 7.1 of the Agreement; and

(vi) upon FCC written approval, which approval shall not be unreasonably withheld or delayed if the Borrower has complied with the conditions set out in Subsections 7.3(d)(i), (ii), (iii), (iv) and (v) above.

In the event that no funds have been distributed by the Borrower for any one-year period due to the Borrower's failure to satisfy the foregoing distribution release conditions, then on the principal payment date relating to the end of such immediately subsequent one-year period, the amounts then available in the Distribution Account shall be applied to the prepayment of the Credit Facility in accordance with Section 2.5(b)."

(xiv) Subsection 7.4(a)(v) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(v) fifth, subject to section 7.2(j), pay to: (A) the O&M Contractor in accordance with the contract between the Borrower and the O&M Contractor dated January 29, 2018 as amended on or about the date hereof (the "**O&M Amendment**" and together, the "**O&M Contract")** the following: (i) the Annual Fee Allocation (as defined in the O&M Amendment) for the Projects and applicable taxes; and (ii) up to $25,000 each Financial Year for maintenance expenses invoiced to the Borrower, provided that the aggregate amount payable to the O&M Contractor in any Financial Year shall not exceed the amount set out in the Financial Model for such Financial Year; and (B) Solar Income Fund LP(#6) during the Financial Year ending on December 31, 2018 the HST refund received by the Borrower in connection with the HST paid by Solar Income Fund LP(#6) in connection with the Project in an aggregate amount not to exceed $300,000;"

(xv) Section 7.4(6)(b) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(b) Commencing the Fiscal Year ending December 31, 2018 and each Fiscal Year thereafter the DSCR shall not be less than 1.00:1.00 on any DSCR Calculation Date."

(xvi) Section 9.1(g) is amended by deleting "1.10:1.00" and replacing it with "1.00:1.00".

(xvii) Article 8.1 of the Credit Agreement is hereby amended by deleting Sections 8.1(r), (s) and (t) in their entirety and replacing them with the following:

"(r) an assignment, postponement and subordination agreement from Amber Energy Co-Operative Inc.;

(s) an assignment, postponement and subordination agreement from Solar Income Fund LP (#6);

(t) a specific assignment of the Material Project Agreements from the Borrower and acknowledged and consented to by Northwind Solutions Group Inc. and Parity Management and Consulting Inc.; and

(u) such other documents as FCC may now or hereafter reasonably require to give effect to, register and perfect the security interests created by the documents referred to in this Section 8.1, in the jurisdiction where such charged assets are located."

(xviii) Section 11.5(a) of the Credit Agreement is deleted in its entirety and replaced with the following:

"(a) If to the Borrower or the Guarantor:

34 King Street East, Suite 700
Toronto, ON M5C 2X8

Attention: Adam S. Heinrich"

3. Release of Guarantee and Security Documents from Amber Energy Co-Operative Inc. and Solar Income Fund Inc.

Upon the execution and delivery of this agreement by all parties the guarantees and Security Documents listed below shall be cancelled and terminated and all security interests constituted thereby in favour of FCC shall be released and discharged:

(i) an unlimited guarantee from Amber Energy Co-Operative Inc. in favour of FCC in respect of all indebtedness, liabilities and obligations of the Borrower;

(ii) a general security agreement from Amber Energy Co-Operative Inc. providing for a charge and security interest (subject only to Permitted Liens) on all the then present and future real property (including leasehold interest in real property), personal property, fixed assets, equipment, accounts receivable, inventory, intellectual property and all other assets and undertaking of Amber Energy Co-Operative Inc.;

(iii) a specific assignment of the Material Project Agreements and Project Approvals from Amber Energy Co-Operative Inc.;

(iv) an unlimited guarantee from Solar Income Fund Inc. in favour of FCC in respect of all indebtedness, liabilities and obligations of the Borrower;

(v) a first ranking charge of Amber Energy Co-Operative Inc.'s leasehold interest in each Property on which a Unit is to be installed pursuant to a Solar Project Lease; and

(vi) an assignment of insurance against the property and assets of Amber Energy Co-Operative Inc. naming FCC as the "sole" loss payee with respect to the Project.

4. Conditions Precedent to Effectiveness of this Amendment No. 4

This Amendment No. 4 shall be effective upon FCC confirming that the following events have occurred to the satisfaction of FCC and its legal counsel:

(i) FCC shall have received this Amendment executed by the Credit Parties together with the Security Documents described in section 1(x) above;

(ii) no Default or Event of Default has occurred and is continuing;

(iii) FCC shall have been paid all principal and interest payments due to it along with all of its costs and expenses;

(iv) evidence of a satisfactory settlement between, *inter alia*, Solar Income Fund LP (#6) and Amber Renewable Energy Co-Operative Inc. and their respective shareholders and affiliates;

(v) FCC shall have received release from Solar Income Fund Inc. in form and substance satisfactory to FCC in its sole discretion; and

(vi) FCC having received such other agreements, documents and instruments as FCC shall reasonably require to effect the amendments contemplated in this Amendment.

5. General Provisions

5.1 *Nature of this Amendment*

It is acknowledged and agreed that the terms of this Amendment are in addition to and, unless specifically provided for, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall be read and construed in conjunction with this Amendment and the Credit Agreement, as amended by this Amendment, together with all of the powers, provisions, conditions, covenants and agreements contained or implied in the Credit Agreement shall be and shall continue to be in full force and effect. References to the "Credit Agreement" or the "Agreement" in the Credit Agreement or in any other document delivered in connection with, or pursuant to, the Credit Agreement, shall mean the Credit Agreement (together with all schedules and exhibits attached thereto), as amended by this Amendment.

5.2 *No Other Amendments*

All other terms and conditions of the Credit Agreement remain unamended and the Credit Agreement remains in full force and effect.

5.3 *Waiver*

The conditions listed in this Amendment may be waived by FCC in whole or in part and with or without terms or conditions.

5.4 *Further Assurances*

The Credit Parties shall deliver or shall cause to be delivered to FCC duly executed documents in form and substance satisfactory to FCC as may be reasonably requested by FCC or its counsel for the purpose of giving effect to this Amendment or for the purpose of establishing compliance with the representations, warranties and conditions of this Amendment, the Credit Agreement or the Security Documents contemplated under the Credit Agreement.

5.5 *Severability*

Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5.6 *Time of Essence*

Time shall, in all respects, be of the essence of this Amendment.

5.7 *Assignment*

The Borrower shall not assign this Amendment or any part hereof without the prior written consent of FCC. FCC may assign this Amendment in accordance with the terms of the Credit Agreement.

5.8 *Governing Law*

This Amendment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as a Ontario contract. The parties hereby submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

5.9 *Whole Agreement*

The Credit Agreement, this Amendment, the Security Documents and any other written agreement delivered pursuant to or referred to in the Credit Agreement or this Amendment constitute the whole and entire agreement between the parties in respect of the Credit Facilities. There are no verbal agreements, undertakings or representations in connection with the Credit Facilities.

5.10 *Successors and Assigns*

This Amendment shall be binding on the Borrower and its successors and assigns, and will enure to the benefit of FCC and its respective successors and assigns

5.11 *Counterparts*

This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This Amendment, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.12 ***No Novation***

Nothing in this Amendment, nor in the Credit Agreement when read together with this Amendment, shall constitute novation, payment, re-advance, or otherwise of any existing indebtedness, liabilities and obligations of the Borrower to FCC.

5.13 ***Continuing Effect of Security Documents***

Each of the undersigned acknowledges, confirms and agrees that all mortgage, security and other documents, agreements and instruments executed by it shall remain in full force and effect as binding obligations enforceable against it notwithstanding the execution and delivery of this Amendment and secure all present and future indebtedness, liabilities and obligations of the Borrower to FCC.

5.14 ***Release of FCC***

Each of the undersigned do hereby, for themselves and their respective administrators, advisors, agents, assigns, employees, heirs, insurers, successors, and trustees, forever remise, release and discharge FCC and its advisors, agents, assigns, employees, heirs, insurers, successors, and trustees (the "**Releasees**") of and from any and all actions, causes of action, claims, counterclaims, costs, demands, damages, interests, expenses, fees, commissions, taxes, rents, and compensation of whatsoever kind and howsoever arising (collectively, the "**Claims**" and any one a "**Claim**"), whether known or unknown, which each of them ever had, may have, or at any time hereafter can, shall, or may have against the Releasees, howsoever arising in connection with the Credit Agreement existing up to and including the date of this Amendment No. 4.

5.15 ***Language***

The parties have requested that this Amendment and all other Loan Documents be drafted in English. Les parties ont requis que cette convention et tous les autres documents soient rédigés en anglais.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have executed this Amendment as of the day and year first above written.

Acceptance

This Agreement may be accepted by signing, dating and returning to FCC on or before October 31, 2018 the enclosed copy of this Amendment executed by the Credit Parties as set out below. Failing such acceptance, this offer shall be of no further force or effect.

FARM CREDIT CANADA

Per: ______________________

Name: Ayan Gangopadhyay

Title: Snr Acct Mgr, Special Credit

AGREED TO and ACCEPTED this 30th day of September, 2018.

SIF AMBER (3.5) PROJECTS GP INC. in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

by ______________________________
Name: Adam S. Heinrich
Title: President

by ______________________________
Name: Darryl Abbott
Title: Vice-President

I/We have the authority to bind the limited partnership.

SIF AMBER (3.5) PROJECTS GP INC.

by ______________________________
Name: Adam S. Heinrich
Title: President

by ______________________________
Name: Darryl Abbott
Title: Vice President

I/We have the authority to bind the corporation.

AMBER ENERGY CO-OPERATIVE INC.

by ______________________________
Name:
Title:

by ______________________________
Name:
Title:

I/We have the authority to bind the corporation

SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC.

by ______________________________
Name: Adam S. Heinrich
Title: President

by ______________________________
Name:
Title:

I/We have the authority to bind the corporation.

AGREED TO and ACCEPTED this 23rd day of October, 2018.

SIF AMBER (3.5) PROJECTS GP INC. in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

by ______________________________
Name:
Title:

by ______________________________
Name:
Title:

I/We have the authority to bind the limited partnership.

SIF AMBER (3.5) PROJECTS GP INC.

by ______________________________
Name:
Title:

by ______________________________
Name:
Title:

I/We have the authority to bind the corporation.

AMBER ENERGY CO-OPERATIVE INC.

by ______________________________
Name: Robin Kent
Title: Chair

by ______________________________
Name: Tim Small
Title: Secretary

I/We have the authority to bind the corporation

SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC.

by ______________________________
Name:
Title:

by ______________________________
Name:
Title:

I/We have the authority to bind the corporation.

TOR_LAW\ 9625658\9

This is Exhibit "H" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

GOWLING WLG

January 24, 2020

BY SAME DAY COURIER
& VIA EMAIL

Dom Glavota
Direct +1 416 862 3607
Direct Fax +1 416 863 3607
dom.glavota@gowlingwlg.com
File no T1019537

SIF AMBER (3.5) PROJECTS LP.
34 King Street East, Suite 700
Toronto, ON M5C 2X8

SIF AMBER (3.5) PROJECTS GP INC.
34 King Street East, Suite 700
Toronto, ON M5C 2X8

Attention: Adam S. Heinrich

Dear Sir:

Re: Credit Facilities extended by Farm Credit Canada (the "**Lender**") to SIF Amber (3.5) Projects LP. (the "**Borrower**")

We are the lawyers for the Lender in the above-noted matter.

According to our client's records, you are indebted or otherwise liable to the Lender for the amounts set forth in Schedule "A" attached hereto (the "**Indebtedness**") pursuant to a credit agreement dated December 21, 2016 between the Lender, as lender, the Borrower, as borrower, and SIF AMBER (3.5) PROJECTS GP INC. (the "**Guarantor**"), as guarantor, as previously amended by amendment no. 1 dated December 22, 2016, amendment no. 2 dated March 20, 2017, amendment no. 3 dated April 6, 2017, and amendment no. 4 dated October 23, 2018 and executed by the Lender and each of the Borrower, the Guarantor, SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC. and AMBER ENERGY CO-OPERATIVE INC. (collectively, the "**Credit Parties**" and each a "**Credit Party**") (as it may be further amended, restated, replaced, renewed, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

As of the date of this letter certain Events of Default (as defined in the Credit Agreement) have occurred including, but not limited to, the failure by the Borrower to make the principal and interest payment when due on December 31, 2019.

The Guarantor has guaranteed the repayment of the Indebtedness pursuant to Guarantee and postponement of claim dated January 25, 2017 and signed by SIF Amber (3.5) Projects GP Inc. in favour of the Lender (the "**Guarantee**").

GOWLING WLG

On behalf of the Lender, we hereby demand payment in full of the Obligations (as defined in the Credit Agreement) as set out in Schedule "A" (the "**Indebtedness**") from the Borrower and, to the extent of its obligations pursuant to the Guarantee, the Guarantor, on or before February 7, 2020 at 3:00 PM (E.S.T.). Interest on the Indebtedness has accrued and will continue to accrue to the date of payment at the relevant rate set out in Schedule "A". The exact amount of the Indebtedness and interest which will have accrued to any proposed date of payment may be obtained by contacting the undersigned. You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

This letter constitutes a demand for payment and acceleration of payment pursuant to the terms of all security (collectively, the "**Security**") held by the Lender directly or indirectly for any of the Indebtedness, including all security agreements, debentures, guarantees, mortgages and other agreements governing the Indebtedness and under all security instruments held for the Indebtedness and is made without prejudice to the Lender's rights to make further and other demands as it may see fit for any other indebtedness or under any other security.

We expressly reserve the right to take such steps as we deem advisable to protect the Lender's position and the Lender's right to proceed to recover the Indebtedness and to enforce the Security without further notice to you at any time prior to February 7, 2020. These steps may include the enforcement of the Security by way of an appointment of an interim receiver, court appointed receiver and manager, a private receiver and manager, or an agent under the Security.

We enclose a Notice of Intention to Enforce Security against the Borrower and the Guarantor in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada).

Please direct any communications with respect to this matter to the undersigned.

Yours truly,
Gowling WLG (Canada) LLP

Dom Glavota

Encls.

SCHEDULE "A"

INDEBTEDNESS

As at January 21, 2020

#1 – Credit Facility

Principal	$3,639,483.05
Interest to January 21, 2020	$ 67,158.46
Fee Balance	$25.00
Sub Total	**$3,706,666.51**

#2 – Non-Compliance fee

0.50% of $3,639,483.05	$ 18,197.42
TOTAL INDEBTEDNESS as at January 21, 2020	**$3,724,863.93**

Interest accrues at 5.791% per annum
(per diem: $577.43)

You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security
(Rule 124)

TO: SIF AMBER (3.5) PROJECTS LP., an insolvent person

Take notice that:

1. **FARM CREDIT CANADA**, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   All real and personal property of the insolvent person charged by the security granted by the insolvent person to the secured creditor.

2. The security that is to be enforced is in the form of:

   See Schedule A.

3. The total amount of indebtedness secured by the security is:

   See Schedule B.

4. The secured creditor will not have the right to enforce the security until after the expiration of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 24th day of January, 2020.

FARM CREDIT CANADA
By its Solicitors
Gowling WLG (Canada) LLP

Per: ______________________
Dom Glavota

Suite 1600
1 First Canadian Place
100 King Street West
Toronto, Ontario
M5X 1G5

Tel: 416-862-3607
Fax: 416-862-7661
Email: dom.glavota@gowlingwlg.com

SCHEDULE A

SECURITY AND OTHER DOCUMENTS

The General Security Documents

1. General Security Agreement dated January 25, 2017 granted by SIF AMBER (3.5) PROJECTS LP. and SIF AMBER (3.5) PROJECTS GP INC. in favour of Farm Credit Canada, secured by a *Personal Property Security Act* (Ontario) registration registered on December 22, 2016 as Reference No. 723605067.

2. Specific Security Agreement re all FIT solar installations dated January 25, 2017 granted by SIF AMBER (3.5) PROJECTS LP. and SIF AMBER (3.5) PROJECTS GP INC. in favour of Farm Credit Canada, secured by a *Personal Property Security Act* (Ontario) registration registered on December 22, 2016 as Reference No. 723605202.

3. Specific Security Agreement re all rooftop units dated January 25, 2017 granted by SIF AMBER (3.5) PROJECTS LP. and SIF AMBER (3.5) PROJECTS GP INC. in favour of Farm Credit Canada, secured by a *Personal Property Security Act* (Ontario) registration registered on December 22, 2016 as Reference No. 723605274.

The Schipper Property Security Documents

4. Notice of Charge of Lease granted by SIF AMBER (3.5) PROJECTS GP INC. on behalf of SIF AMBER (3.5) PROJECTS LP. in the principal amount of $5,573,357.00 in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153102 against 47734 Talbot Line, Aylmer, Ontario (the "**Schipper Property**") in the land registry office of Elgin Region (#11).

5. Notice of Security Interest in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153110 against the Schipper Property in the land registry office of Elgin Region (#11).

The Field & Flock Property Security Documents

6. Notice of Charge of Lease granted by SIF AMBER (3.5) PROJECTS GP INC. on behalf of SIF AMBER (3.5) PROJECTS LP. in the principal amount of $5,573,357.00 in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153099 against 50292 Vienna Line, Aylmer, Ontario (the "**Field & Flock Property**") in the land registry office of Elgin Region (#11).

7. Notice of Security Interest in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153106 against the Field & Flock Property in the land registry office of Elgin Region (#11).

The Underhill Property Security Documents

8. Notice of Charge of Lease granted by SIF AMBER (3.5) PROJECTS GP INC. on behalf of SIF AMBER (3.5) PROJECTS LP. in the principal amount of $5,573,357.00 in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153101 against as 52471 Nova Scotia Line, Port Burwell, Ontario (the "**Underhill Property**") in the land registry office of Elgin Region (#11).

9. Notice of Security Interest in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153107 against the Underhill Property in the land registry office of Elgin Region (#11).

The Dawson Property Security Documents

10. Notice of Charge of Lease granted by SIF AMBER (3.5) PROJECTS GP INC. on behalf of SIF AMBER (3.5) PROJECTS LP. in the principal amount of $5,573,357.00 in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153100 against 50338 Wilson Line, Malahide, Ontario (the "**Dawson Property**") in the land registry office of Elgin Region (#11).

11. Notice of Security Interest in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153108 against the Dawson Property in the land registry office of Elgin Region (#11).

The Bossuyt Property Security Documents

12. Notice of Charge of Lease granted by SIF AMBER (3.5) PROJECTS GP INC. on behalf of SIF AMBER (3.5) PROJECTS LP. in the principal amount of $5,573,357.00 in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153098 against 4548 Half Mood Road, Ontario (the "**Bossuyt Property**") in the land registry office of Elgin Region (#11).

13. Notice of Security Interest in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153109 against the Bossuyt Property in the land registry office of Elgin Region (#11).

Other Security Documents

14. Specific Assignment of Material Project Agreements and Project Approval granted by SIF AMBER (3.5) PROJECTS LP. and SIF AMBER (3.5) PROJECTS GP INC. in favour of Farm Credit Canada, secured by a *Personal Property Security Act* (Ontario) registration registered on February 16, 2017 as Reference No. 724916331.

15. Assignment of insurance monies dated January 25, 2017 and given by SIF AMBER (3.5) PROJECTS LP. and SIF AMBER (3.5) PROJECTS GP INC. in favour of Farm Credit Canada

16. All other security granted by SIF AMBER (3.5) PROJECTS LP. to Farm Credit Canada not otherwise listed above.

SCHEDULE B

INDEBTEDNESS OF SIF AMBER (3.5) PROJECTS LP.

As at January 21, 2020

#1 – Credit Facility

Principal	$3,639,483.05
Interest to January 21, 2020	$ 67,158.46
Fee Balance	$25.00
Sub Total	**$3,706,666.51**

#2 – Non-Compliance fee

0.50% of $3,639,483.05	$ 18,197.42
TOTAL INDEBTEDNESS as at January 21, 2020	**$3,724,863.93**

Interest accrues at 5.791% per annum
(per diem: $577.43)

You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

The Indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses and other amounts that have been incurred by the Lender for the account of the Borrower and accrued and unpaid interest from now to the date of payment at the rates set out in the credit agreement dated December 21, 2016 between Farm Credit Canada (the "Lender"), as lender, SIF AMBER (3.5) PROJECTS LP. (the "Borrower"), as borrower, and SIF AMBER (3.5) PROJECTS GP INC. (the "Guarantor"), as guarantor, as previously amended by amendment no. 1 dated December 22, 2016, amendment no. 2 dated March 20, 2017, amendment no. 3 dated April 6, 2017, and amendment no. 4 dated October 23, 2018 and executed by the Lender and each of the Borrower, the Guarantor, SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC. and AMBER ENERGY CO-OPERATIVE INC.

EDC_LAW\ 2189359\2

BANKRUPTCY AND INSOLVENCY ACT

FORM 86

Notice of Intention to Enforce Security
(Rule 124)

TO: **SIF AMBER (3.5) PROJECTS GP INC., an insolvent person**

Take notice that:

1. **FARM CREDIT CANADA**, a secured creditor, intends to enforce its security on the property of the insolvent person described below:

   All real and personal property of the insolvent person charged by the security granted by the insolvent person to the secured creditor.

2. The security that is to be enforced is in the form of:

   See Schedule A.

3. The total amount of indebtedness secured by the security is:

   See Schedule B.

4. The secured creditor will not have the right to enforce the security until after the expiration of the 10-day period after this notice is sent unless the insolvent person consents to an earlier enforcement.

DATED at Toronto this 24th day of January, 2020.

FARM CREDIT CANADA
By its Solicitors
Gowling WLG (Canada) LLP

Per: ______________________
Dom Glavota

Suite 1600
1 First Canadian Place
100 King Street West
Toronto, Ontario
M5X 1G5

Tel:	416-862-3607
Fax:	416-862-7661
Email:	dom.glavota@gowlingwlg.com

SCHEDULE A

SECURITY AND OTHER DOCUMENTS

<u>The General Security Documents</u>

1. General Security Agreement dated January 25, 2017 granted by SIF AMBER (3.5) PROJECTS LP. and SIF AMBER (3.5) PROJECTS GP INC. in favour of Farm Credit Canada, secured by a *Personal Property Security Act* (Ontario) registration registered on December 22, 2016 as Reference No. 723605067.

2. Specific Security Agreement re all FIT solar installations dated January 25, 2017 granted by SIF AMBER (3.5) PROJECTS LP. and SIF AMBER (3.5) PROJECTS GP INC. in favour of Farm Credit Canada, secured by a *Personal Property Security Act* (Ontario) registration registered on December 22, 2016 as Reference No. 723605202.

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<u>The Schipper Property Security Documents</u>

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<u>The Field & Flock Property Security Documents</u>

6. Notice of Charge of Lease granted by SIF AMBER (3.5) PROJECTS GP INC. in the principal amount of $5,573,357.00 in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153099 against 50292 Vienna Line, Aylmer, Ontario (the "**Field & Flock Property**") in the land registry office of Elgin Region (#11).

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9. Notice of Security Interest in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153107 against the Underhill Property in the land registry office of Elgin Region (#11).

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13. Notice of Security Interest in favour of Farm Credit Canada and registered on May 2, 2018 as Instrument No. CT153109 against the Bossuyt Property in the land registry office of Elgin Region (#11).

Other Security Documents

14. Specific Assignment of Material Project Agreements and Project Approval granted by SIF AMBER (3.5) PROJECTS LP. and SIF AMBER (3.5) PROJECTS GP INC. in favour of Farm Credit Canada, secured by a *Personal Property Security Act* (Ontario) registration registered on February 16, 2017 as Reference No. 724916331.

15. Assignment of insurance monies dated January 25, 2017 and given by SIF AMBER (3.5) PROJECTS LP. and SIF AMBER (3.5) PROJECTS GP INC. in favour of Farm Credit Canada

16. All other security granted by SIF AMBER (3.5) PROJECTS GP INC. to Farm Credit Canada not otherwise listed above.

SCHEDULE B

INDEBTEDNESS OF SIF AMBER (3.5) PROJECTS GP INC.

As at January 21, 2020

#1 – Credit Facility

Principal	$3,639,483.05
Interest to January 21, 2020	$ 67,158.46
Fee Balance	$25.00
Sub Total	**$3,706,666.51**

#2 – Non-Compliance fee

0.50% of $3,639,483.05	$ 18,197.42
TOTAL INDEBTEDNESS as at January 21, 2020	**$3,724,863.93**

Interest accrues at 5.791% per annum
(per diem: $577.43)

You will also be required to pay the Lender's legal and other expenses in connection with the Indebtedness.

The Indebtedness as at any proposed date of payment will also include any fees, commissions, costs, expenses and other amounts that have been incurred by the Lender for the account of the Borrower and accrued and unpaid interest from now to the date of payment at the rates set out in the credit agreement dated December 21, 2016 between Farm Credit Canada (the "Lender"), as lender, SIF AMBER (3.5) PROJECTS LP. (the "Borrower"), as borrower, and SIF AMBER (3.5) PROJECTS GP INC. (the "Guarantor"), as guarantor, as previously amended by amendment no. 1 dated December 22, 2016, amendment no. 2 dated March 20, 2017, amendment no. 3 dated April 6, 2017, and amendment no. 4 dated October 23, 2018 and executed by the Lender and each of the Borrower, the Guarantor, SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC. and AMBER ENERGY CO-OPERATIVE INC.

GOWLING WLG

Dom Glavota
Direct +1 416 862 3607
Direct Fax +1 416 863 3607
dom.glavota@gowlingwlg.com
File No. T1019537

January 24, 2020

Private and Confidential

BY COURIER AND EMAIL

SIF AMBER (3.5) PROJECTS LP.
34 King Street East, Suite 700
Toronto, ON M5C 2X8
Attention: Adam S. Heinrich

- and to -

SOLAR INCOME FUND LP (#6)
34 King Street East, Suite 700
Toronto, ON M5C 2X8
Attention: Adam S. Heinrich

- and to -

AMBER ENERGY CO-OPERATIVE INC.
7912 Anger Road
R R #1
Alymer, ON N5H 2R1

Dear Sir/Madam:

RE: Credit agreement dated December 21, 2016 between FARM CREDIT CANADA ("**FCC**"), as lender, SIF AMBER (3.5) PROJECTS LP (the "**Borrower**"), as borrower, and SIF AMBER (3.5) PROJECTS GP INC. (the "**Guarantor**"), as guarantor, as previously amended by amendment no.1 dated December 22, 2016, amendment no.2 dated March 20, 2017, amendment no. 3 dated April 6, 2017 and amendment no. 4 dated October 23, 2018 executed by FCC and each of the Borrower, the Guarantor, SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC. and AMBER ENERGY CO-OPERATIVE INC. (collectively, the "**Credit Parties**" and each a "**Credit Party**") (as it may be further amended, restated, replaced, renewed, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

AND RE: Assignment, Postponement and Subordination Agreement (the "**Amber APSA**") dated October 23, 2018 executed by AMBER ENERGY CO-OPERATIVE INC. ("**Amber**")

AND RE: Assignment, Postponement and Subordination Agreement (the "**SIF APSA**") dated October 23, 2018 executed by SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC. ("**SIF**")

We are the solicitors for FCC in relation to the captioned matter and are writing on FCC's behalf.

GOWLING WLG

As of the date of this letter certain Events of Default (as defined in the Credit Agreement) have occurred including, but not limited to, the failure by the Borrower to make the principal and interest payment when due on December 31, 2019.

Due to the Events of Default and pursuant to the Amber APSA no payments from the Borrower to Amber are permitted to made from and after January 6, 2020 and that any payments received by Amber from the Borrower from and after January 6, 2020 shall be held in trust by Amber for FCC and shall immediately be paid to FCC.

Due to the Events of Default and pursuant to the SIF APSA no payments from the Borrower to Amber are permitted to made from and after January 6, 2020 and that any payments received by SIF from the Borrower from and after January 6, 2020 shall be held in trust by SIF for FCC and shall immediately be paid to FCC.

If the Events of Default continue, FCC will take such further steps as it deems necessary to recover payment, including enforcement of its security under the Credit Agreement.

Neither the continuing availability of credit under the terms of the Credit Agreement nor FCC's failure to take steps to immediately enforce its security will in any way constitute a waiver of existing or subsequent Events of Default under the Credit Agreement or any other agreements between the Borrower and FCC. FCC expressly reserves its rights to exercise at any time any and all remedies available to it by reason of any existing or subsequent Events of Default.

Gowling WLG (Canada) LLP

Dom Glavota
Partner

cc: SIF's counsel
Amber's counsel
Borrower's counsel

This is Exhibit "I" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Heather Fisher
2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Amendment No. 5 to Credit Agreement

Customer number: 200804430

May 15, 2020

Private and Confidential

SIF AMBER (3.5) PROJECTS LP
34 King Street East, Suite 700
Toronto, ON M5C 2X8

Attention: Adam S. Heinrich

Dear Sir/Madam:

RECITALS:

A. FARM CREDIT CANADA ("**FCC**"), as lender, SIF AMBER (3.5) PROJECTS LP (the "**Borrower**"), as borrower, and SIF AMBER (3.5) PROJECTS GP INC. (the "**Guarantor**"), as guarantor, are parties to the credit agreement dated December 21, 2016, as previously amended by amendment no.1 dated December 22, 2016, amendment no.2 dated March 20, 2017, amendment no. 3 dated April 6, 2017 and amendment no. 4 dated October 23, 2018 executed by FCC and each of the Borrower, the Guarantor, SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC., and AMBER ENERGY CO-OPERATIVE INC. (collectively, the "**Credit Parties**" and each a "**Credit Party**") (as it may be further amended, restated, replaced, renewed, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

B. As security for the Credit Agreement, the Borrower and the Guarantor executed various security agreements over the personal property and real property of the Borrower and the Guarantor (the "**Security**", and the Credit Agreement, the Security, together with all other security agreements, documents and instruments at any time executed or delivered in connection with or related to the Credit Agreement are referred to in this Agreement as the "**Loan Documents**").

C. Certain Events of Default (as defined in the Credit Agreement) have occurred including, but not limited to, the failure by the Borrower to make the principal and interest payment when due on December 31, 2019 and March 31, 2020 (the "**Existing Events of Default**")

D. On January 24, 2020, FCC demanded (the "**Demand**") repayment from the Borrower and the Guarantor of the Obligations (as defined in the Credit Agreement) on or before February 7, 2020 and issued a Notice of Intention to Enforce Security against the Borrower and the Guarantor in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notices**").

E. As of the date of this Agreement, the Borrower and the Guarantor continue to be in default under the Credit Agreement and the other Loan Documents which defaults constitute one or more Events of Default under the Loan Documents.

F. The Borrower has advised FCC that it is unable to repay the Obligations pursuant to the Demand and BIA Notices and that the current Financial Model indicates that there are insufficient cash proceeds from the Projects to repay the Obligations.

G. The parties have entered into this Agreement in order to facilitate the continued operations of the Borrower and the Guarantor and to maximize the repayment of the Obligations to FCC.

THEREFORE, the parties agree as follows:

1. Credit Agreement Definitions.

Each capitalized term used and not otherwise defined in this Agreement will have the meaning assigned to it in the Credit Agreement.

2. Acknowledgments.

The Borrower and the Guarantor confirm, acknowledge and agree that:

2.1 the Obligations and the interest rate applicable to the Obligations as set out in Schedule 1 of this Agreement are true and correct and payable by the Borrower pursuant to the Credit Agreement and by the Guarantor pursuant to the guarantee given by it, in respect of the Borrower's obligations thereunder, to and in favour of FCC, and the Obligations will continue to accrue interest at the rate set out in Schedule 1 from the date of this Agreement to the date of payment of the Obligations in full;

2.2 the Existing Defaults occurred and are continuing, each of which constitutes an Event of Default under the Loan Documents and FCC has not waived the Existing Defaults and nothing contained in this Agreement or the transactions contemplated by this Agreement will be deemed to constitute any such waiver;

2.3 FCC has the presently exercisable right to demand immediate payment of the Obligations and the Borrowers and Guarantor are unable to pay the Obligations in full;

2.4 the Borrower and the Guarantor consent to the immediate enforcement of all or any part of the rights and remedies accorded to FCC under the Loan Documents and Applicable Law in any manner determined by FCC;

2.5 FCC has and will continue to have valid, enforceable and perfected first-priority liens, mortgages, charges, and security interests upon and security interests in the collateral granted to FCC by the Borrower and the Guarantor;

2.6 each of the Loan Documents to which the Borrower and the Guarantor are a party and this Agreement constitute legal, valid and binding obligations, enforceable against it in accordance with their respective terms;

2.7 the Borrower and the Guarantor do not have any valid claim for set-off, counter-claim, damages or other defence on any basis whatsoever against FCC and if there are any such claims, then it hereby expressly waives and releases them; and

2.8 as of April 30, 2020 the Borrower and Guarantor has to the best of their knowledge paid or caused to be paid and satisfied all amounts in respect of:

(a) all Taxes, employee payroll remittances, and similar obligations which have or may have priority over the security granted by the Borrower and the Guarantor to FCC (collectively, the "**Statutory Claims**");

(b) All rent due to the owner of each Property under the Solar Project Leases;

(c) All amounts payable to the O&M Contractor;

(d) All amounts due to the LDC for each Project in respect of connection and other charges;

(e) All insurance and amounts payable in respect of the Projects; and

(f) All amounts due and payable to Parity Management and Consulting Inc., in its capacity as asset manager of the Borrower (the "**Asset Manager**").

3. Forbearance

In reliance upon the acknowledgments, confirmations, representations, warranties and covenants of the Credit Parties contained in this Agreement, and subject to the terms and conditions of this Agreement and any documents or instruments executed in connection with this Agreement, FCC agrees to forbear from exercising its rights and remedies under the Loan Documents or applicable laws in respect of or arising out of the Existing Defaults, subject to the conditions, amendments and modifications contained in this Agreement for the period (the "**Forbearance Period**") commencing on the date of this Agreement and ending on the earlier of:

(a) September 30, 2020 (the "**Forbearance End Date**"); and

(b) the occurrence or existence of any Terminating Event.

FCC may by written notice to the Credit Parties extend the Forbearance End Date provided that the delivery of such a notice to the Credit Parties shall not constitute a waiver of FCC's rights and remedies under this Agreement.

Upon the termination of the Forbearance Period, the agreement of FCC to forbear will automatically and without further action terminate and be of no force and effect, it being expressly agreed that the effect of that termination will be to permit FCC to immediately exercise all or any part of its rights and remedies under this Agreement, any of the Loan Documents or under applicable law, including:

(c) to immediately terminate each of the loan facilities under the Loan Documents and cease to make any further Loans without any further notice, passage of time or forbearance of any kind;

(d) to accelerate all of the obligations under the Loans, the Credit Agreement and the other Loan Documents; and enforce all of its rights under the Loan Documents in each case without any further notice, passage of time or forbearance of any kind; or

(e) to apply to the Court for the appointment of a receiver, receiver and manager or interim receiver, or, privately appoint a receiver and manager or receiver.

4. Terminating Events

Other than as may be consented to in writing by FCC, the occurrence of any of the following events will constitute a "Terminating Event" under this Agreement and an Event of Default under the Credit Agreement and the other Loan Documents:

(a) the occurrence of any Default or Event of Default other than the Existing Events of Default; or

(b) if the Borrower or the Guarantor fail to comply with the terms and conditions of this Agreement or the other Loan Documents, other than as provided for under this Agreement.

Upon the occurrence of a Terminating Event, FCC may declare the Forbearance Period to be terminated (provided that in the case of the occurrence of a Terminating Event based on Section 9.1(k) of the Credit Agreement, the Forbearance Period will automatically terminate).

5. Amendment to Credit Agreement

Upon the execution and delivery of this Agreement by FCC and the Credit Party Releasors (as defined below), FCC and the Credit Parties agree to the following amendments to the Credit Agreement:

5.1 **Definitions.** Section 1.1 of the Credit Agreement is amended by deleting the definitions of "Debt Service Reserve Account" and "Distribution Account" in their entirety and replaced with the words "[Intentionally Deleted]" and all references in the Credit Agreement to "Debt Service Reserve Account" and "Distribution Account" are similarly deleted and replaced with the words "[Intentionally Deleted]"

5.2 **Repayment.** As of April 30, 2020, Section 2.5(a) is deleted in its entirety and replaced with the following:

On or before May 29, 2020 and on the fifth Banking Day of each month commencing on June 5, 2020 the Borrower shall pay to FCC an amount equal to all Project Revenues plus all other amounts which are not Project Revenues (ie. extraordinary recoveries received by the Borrower such as tax refunds or settlement amounts) received by the Borrower during the previous month less the following amounts that were due and paid during such previous month, unless otherwise approved by the Lender:

(a) Lease Payments under any Solar Project Leases;

(b) Statutory Claims including Taxes relating to any of the Projects;

(c) all expenses to maintain in good standing the insurances of the types and amounts, and with such insurance companies, as are required by this Agreement;

(d) all amounts due to the LDC for each Project in respect of connection and other charges;

(e) the operating and routine maintenance expenses (if any) to a maximum amount not to exceed $3,000 per month;

(f) the fees to the O&M Contractor to a maximum of $1,500 per month payable on a quarterly basis;

(g) the fees due to the Asset Manager in an amount not to exceed $4,500 per month;

(h) the third party professional fees in respect of legal and accounting services which FCC has consented to in writing;

(i) any extraordinary expenses incurred by the Borrower and the Guarantor which FCC has consented to in writing; and

(j) ordinary course banking fees,

together with applicable taxes on any of the above amounts, and which amounts may increase by an inflationary amount, as estimated in the Financial Model, and further provided that:

(I) the Borrower shall be permitted to retain $50,000 from the amounts received in October of each year (the "**Annual Winter Reserve**") to fund the expected operating shortfall in the following months of November, December, January, February and March; and

(II) commencing the month of May, 2021, on the fifth Banking Day of May each year the Borrower shall pay FCC any unused portion of the Annual Winter Reserve.

5.3 **Reporting.** Effective as of June 28, 2019, the following covenant is removed from Section 7.1(a) of the Credit Agreement:

"(iii) within 120 days after the end of each fiscal year of Amber Energy Co-operative Inc., the most recent annual notice to reader financial statements on a standalone basis for Amber Energy Co-operative Inc."

And as of April 30, 2020, the parties agree to the addition of the following covenant to the Credit Agreement:

"(iii) on or before the fifth Banking Day of each month commencing May 7, 2020, the Borrower shall deliver to FCC a report calculating the amount to be paid to FCC pursuant to Section 2.5(a)."

5.4 ***Cooperation.*** As of April 30, 2020, Section 7.1(aa) is deleted in its entirety and replaced with the following:

(aa) **Cooperation.** Subject to appropriate confidentiality agreements being entered into if required, the Borrower at all times shall cooperate fully with the Independent Engineer and with any other consultant appointed by FCC from time to time in supplying all information and performing all necessary acts in order to permit the Independent Engineer and any other consultant to prepare and deliver any report reasonably requested by FCC in a timely fashion and in compliance with the requirements for any such report. Subject to a retainer letter (the "**Kronos Retainer Letter**") being executed between Gowling WLG (Canada) LLP (the "**Kronos 3.5 Litigation Counsel**"), the Borrower and the Guarantor and consented to by the other Credit Parties in respect of litigation arising from the Statement of Claim issued electronically on December 18, 2018, Court file number CV-18-00611079-0000, with Kronos Project Management Group Inc., as plaintiff, and Amber Energy Co-Operative Inc., SIF Amber Projects GP Inc. and SIF Amber (3.5) Projects GP Inc., as defendants (the "**Kronos Litigation**"), the Credit Parties shall, and shall cause the Asset Manager, at all times to cooperate fully with the Kronos 3.5 Litigation Counsel in supplying all information and performing all necessary acts in order to permit the Counsel to defend and respond to the Kronos Litigation in a timely fashion and the costs incurred by the Kronos 3.5 Litigation Counsel shall form part of the Obligations and be paid from the amounts due to FCC pursuant to Section 2.5 (a) of this Agreement.

5.5 **Restricted Payments.** As of April 30, 2020, Section 7.2(j) is deleted in its entirety and replaced with the following:

"(j) The Borrower shall not declare, pay or make any Restricted Payment except the Borrower shall be permitted to pay the following, provided no Terminating Event has occurred:

(a) Lease Payments under any Solar Project Leases; and

(b) the fees due to the Asset Manager in an amount not to exceed $4,500 per month;

together with applicable taxes on any of the above amounts, and which amounts may increase by an inflationary amount, as estimated in the Financial Model.

5.6 **Accounts.** As of April 30, 2020, Section 7.3 is deleted in its entirety and replaced with the following:

"(a) **Operations and Maintenance Account.** The Borrower shall establish a segregated account designated as the "Operations and Maintenance Account". For purposes of this Agreement, a reference to the balance in the Operations and Maintenance Account shall mean, at any time, the aggregate of the amount of cash and Permitted Investments in such account at such time. Monies, securities and credits in the Operations and Maintenance Account shall be subject to the Security Interest. All revenues and, unless otherwise specifically allocated to another Account in this Agreement, all proceeds of Advances under the Credit Facility, all gross revenues from the sale of electricity and related products, proceeds of insurance (including business interruption insurance), liquidated damages, recoveries or compensation under the Project Agreements, warranty payments, drawings on any performance bonds or letters of credit received by the Borrower (collectively, "**Project Revenues**") shall be collected by or on behalf of the Borrower and promptly deposited by the Borrower to the credit of the Operations and Maintenance Account.

(b) **Major Maintenance Reserve Account**. Beginning May 1, 2020 the Borrower will fund $30,000 into the Major Maintenance Reserve Account, to be used for extraordinary capital expenditures. Any drawing and replenishment of this account will need approval in writing from FCC and FCC, acting reasonably, may on notice to the Borrower and after consultation with the Independent Engineer amend the commencement date for funding the Major Maintenance Reserve Account and the amounts to be deposited.

5.7 **Payments from Accounts.** As of April 30, 2020, Section 7.4 is deleted in its entirety and replaced with the following:

Funds in the Operations and Maintenance Account shall be disbursed and applied by the Borrower, or FCC on behalf of the Borrower, subject to the conditions set out below:

(a) first, to pay Lease Payments under any Solar Project Leases;

(b) second, to pay Taxes relating to the Projects;

(c) third, to pay all expenses to maintain in good standing the insurances of the types and amounts, and with such insurance companies, as are required by this Agreement;

(d) fourth, to pay all amounts due to the LDC for each Project in respect of connection and other charges;

(e) fifth, to pay the operating and routine maintenance expenses (if any) to a maximum amount not to exceed $3,000 per month;

(f) sixth, to pay the O&M Contractor to a maximum of $1,500 per month, payable quarterly;

(g) seventh, to pay the fees due to the Asset Manager in an amount not to exceed $4,500 per month;

(h) eighth, to pay any third party professional fees in respect of legal and accounting services approved by FCC in writing and the costs of the Kronos 3.5 Litigation Counsel

(i) ninth, to pay FCC all amounts due under this Agreement; and

(j) tenth, to transfer when required all amounts approved by FCC to be deposited to the Major Maintenance Reserve Account;

together with applicable taxes on any of the above amounts, and which amounts may increase by an inflationary amount, as estimated in the Financial Model.

5.8 **Financial Covenants.** As of December 31, 2019, Section 7.6 is deleted in its entirety and replaced with the words "[Intentionally Deleted]".

5.9 **DSCR Event of Default.** As of December 31, 2019, Section 9.1(g) is deleted in its entirety and replaced with the words "[Intentionally Deleted]".

6. Sales Process during Forbearance Period

If requested by FCC in writing anytime after the Forbearance End Date, the Borrower will commence a sale and investor solicitation process or similar process undertaken in respect of an investment in or sale of the Borrower and the Guarantor or any of the assets of the Borrower or the Guarantor (the "**Sales Process**") and agrees to diligently and in good faith take such steps as are reasonably necessary to implement and advance the Sales Process including, but not limited to, the following:

(a) Within 30 days of FCC's request to commence the Sales Process, hire a sales agent acceptable to FCC (the "**Advisor**") and work with the Advisor to establish the steps for the Sales Process, including if desirable, an electronic data room and to complete drafts of the confidential information memorandum ("**CIM**"), the confidentiality agreement, the prospective buyers list and the teaser letter and provide same to FCC for its approval;

(b) Within 60 days of FCC's request to commence the Sales Process, completion of the initial preparation for the Sales Process (including compilation of a list of potential purchasers (the "**Potential Purchasers**"), and preparation of a form of confidentiality agreement, offering memorandum and teaser or introduction letter) and initial contact with the Potential Purchasers identified;

(c) Within 90 days of FCC's request to commence the Sales Process, receipt of initial expressions of interest from Potential Purchasers (the "**Interested Parties**") and completion and form of purchase agreement;

(d) Within 120 days of FCC's request to commence the Sales Process, receipt of final offers based on the form of purchase agreement from the Interested Parties, completion of due diligence by the Interested Parties and selection of successful bidder (the "**Purchaser**");

(e) Within 150 days of FCC's request to commence the Sales Process, receipt of a fully negotiated and executed purchase agreement between the Purchaser and the Borrower and the Guarantor (the "Purchase Agreement"); and

(f) Within 180 days of FCC's request to commence the Sales Process, closing of the sale to the Purchaser of all or substantially all of assets of the Borrower and the Guarantor and, if required by FCC, repayment in full of all Obligations.

The Borrower shall provide to FCC on the first Banking Day of each month beginning 30 days after FCC has delivered its notice to the Borrower requesting commencement of the Sales Process and during the Sales Process, timeline and progress to date and phone call with the Asset Manager or the Advisor.

Prior to commencement of the Sales Process, FCC and the Asset Manager shall agree to the compensation to be paid to the Asset Manager for its assistance with the Sales Process which shall be paid by the Borrower from the Project Revenues. All fees payable to the Advisor shall be paid to the Advisor as the Advisor, FCC and the Borrower may agree.

FCC agrees that the Borrower shall have the right of redemption in accordance with Applicable Law to repay the Obligations and, if applicable, payment of any breakage fee set out in any agreement of purchase and sale executed pursuant to the Sales Process.

Subject to confidentiality and conflict requirements, which conflicts cannot be reasonably addressed, eliminated or mitigated, under Applicable Law, FCC agrees that the Credit Party Releasors may be Potential Purchasers, Interested Parties and/or the Purchaser under the Sales Process.

In the event that the Sales Process does not result in all of the Obligations being repaid in full then FCC in its sole and absolute discretion shall be permitted to consent to a purchase price under the Purchase Agreement which is less than the Obligations and the Credit Party Releasors acknowledges and agrees: (a) to accept such purchase price; (b) discharge all claims and Liens that it may have against the assets of the Borrower and the

Guarantor; (c) not to assert any Claims (as defined below) against the FCC Releasees (as defined below) as a result of such transaction; and (d) execute and deliver all documents as may be reasonably required under the Purchase Agreement.

During the Sales Process the Credit Parties acknowledge and agree that they shall continue to be obligated by the terms of the Credit Agreement and this Agreement including, but not limited to, repayment obligations in Section 2.5(a), the reporting obligations in Section 7.1(a), the Restricted Payment provisions of Section 7.2(j), the operation of accounts as set out in Section 7.3 and the payment from the accounts as set out in Section 7.4, as each has been amended by this Agreement.

7. *Conditions Precedent to Effectiveness of this Agreement*

This Agreement shall be effective as of April 30, 2020 provided that on or before May 29, 2020:

(a) FCC and the Credit Party Releasors have executed and delivered this Agreement;

(b) FCC has received a payment in the amount of $43,446;

(c) The Asset Manager shall have entered into a management agreement with the Borrower on terms acceptable to FCC and which agreement has been assigned to FCC pursuant to assignment of material contracts and which assignment has been consented to by the Asset Manager and all such agreements shall hereinafter be a Loan Document;

(d) All funds in the trust account of Gowling WLG (Canada) LLP shall be paid to FCC and applied to the Obligations;

(e) The Credit Parties shall have delivered such documents as FCC may require to consent to the appointment of a receiver or receiver/manager upon the Forbearance End Date or upon the occurrence of a Terminating Event; and

(f) The Kronos Retainer Letter shall have been executed.

8. General Provisions

8.1 *Nature of this Agreement*

It is acknowledged and agreed that the terms of this Agreement are in addition to and, unless specifically provided for, shall not limit, restrict, modify, amend or release any of the understandings, agreements or covenants as set out in the Credit Agreement. The Credit Agreement shall be read and construed in conjunction with this Agreement and the Credit Agreement, as amended by this Agreement, together with all of the powers, provisions, conditions, covenants and agreements contained or implied in the Credit Agreement shall be and shall continue to be in full force and effect. References to the "Credit Agreement" or the "Agreement" in the Credit Agreement or in any other document delivered in connection with, or pursuant to, the Credit Agreement, shall mean the Credit Agreement (together with all schedules and exhibits attached thereto), as amended by this Agreement.

8.2 *No Other Amendments*

All other terms and conditions of the Credit Agreement remain unamended and the Credit Agreement remains in full force and effect.

8.3 *Further Assurances*

The Credit Parties shall deliver or shall cause to be delivered to FCC duly executed documents in form and substance satisfactory to FCC as may be reasonably requested by FCC or its counsel for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and conditions of this Agreement, the Credit Agreement or the Security Documents contemplated under the Credit Agreement.

8.4 *Severability*

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8.5 *Time of Essence*

Time shall, in all respects, be of the essence of this Agreement.

8.6 *Assignment*

The Credit Parties shall not assign this Agreement or any part hereof without the prior written consent of FCC. FCC may assign this Agreement in accordance with the terms of the Credit Agreement.

8.7 *Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as a Ontario contract. The parties hereby submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

8.8 *Whole Agreement*

The Credit Agreement, this Agreement, the Security Documents and any other written agreement delivered pursuant to or referred to in the Credit Agreement or this Agreement constitute the whole and entire agreement between the parties in respect of the Credit Facilities. There are no verbal agreements, undertakings or representations in connection with the Credit Facilities.

8.9 *Successors and Assigns*

This Agreement shall be binding on the Credit Parties and each of its successors and assigns, and will enure to the benefit of FCC and its respective successors and assigns

8.10 *Counterparts*

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one agreement. All counterparts shall be construed together and shall constitute one and the same agreement. This Agreement, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and Internet transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

8.11 *No Novation*

Nothing in this Agreement, nor in the Credit Agreement when read together with this Agreement, shall constitute novation, payment, re-advance, or otherwise of any existing indebtedness, liabilities and obligations of the Credit Parties to FCC.

8.12 ***Continuing Effect of Security Documents***

Each of the Credit Parties acknowledges, confirms and agrees that all mortgage, security and other documents, agreements and instruments executed by it shall remain in full force and effect as binding obligations enforceable against it notwithstanding the execution and delivery of this Agreement and secure all of its present and future indebtedness, liabilities and obligations to FCC.

8.13 ***Releases***

(a) Each of the Credit Parties, Amber Energy Co-operative Inc., Solar Income Fund LP (#6), Solar Power Income Fund GP #6 Inc., SIF Solar Energy Income & Growth Fund and SIF Solar Energy Operating Trust, and Parity Management and Consulting Inc. (collectively, the "**Credit Party Releasors**") do hereby, for themselves and their respective administrators, advisors, agents, assigns, employees, heirs, insurers, successors, shareholders, members, unitholders, beneficiaries, partners and trustees, forever remise, release and discharge FCC and its present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, legal counsel, consultants, employees, advisors, trustees, agents and other representatives, and their successors and assigns (all of which are referred to collectively as the "**FCC Releasees**" and individually as a "**FCC Releasee**") of and from any and all actions, causes of action, claims, counterclaims, costs, demands, damages, interests, expenses, fees, commissions, taxes, rents, and compensation of whatsoever kind and howsoever arising, known or unknown (collectively, the "**Claims**"), such Credit Party or any of their respective successors, assigns, or other legal representatives may now or later have or claim against any of the FCC Releasees by reason of any circumstance, action, cause or thing which arises at any time on or prior to the date of this Agreement, including for or on account of, or in relation to, or in any way in connection with, any of the Loan Documents or transactions under or related to the Loan Documents, provided that the release provided herein applies to Claims arising from the Credit Agreement and the Loan Documents and does not apply to any Claims relating to SIF Amber Projects LP or its credit agreement entered into with FCC.

(b) FCC does hereby, for itself and its administrators, advisors, agents, assigns, employees, heirs, insurers, successors, shareholders, partners and trustees, forever remise, release and discharge the Credit Party Releasors and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, legal counsel, consultants, employees, advisors, trustees, agents and other representatives, and their respective successors and assigns (all of which are referred to collectively as the "**Credit Party Releasees**" and individually as a "**Credit Party Releasee**") of and from any and all Claims FCC or any of its respective successors, assigns, or other legal representatives may now or later have or claim against any of the Credit Party Releasees by reason of any circumstance, action, cause or thing which arises at any time on or prior to the date of this Agreement, including for or on account of, or in relation to, or in any way in connection with, any of the Loan Documents or transactions under or related to the Loan Documents provided that such release from FCC shall not apply to the following (collectively, the "**Credit Party Continuing Obligations**"):

(i) the Obligations of the Credit Parties to repay the indebtedness owed to FCC under the Credit Agreement and to comply with the provisions of the Credit Agreement and the Loan Agreement from and after the date hereof;

(ii) any breaches of the Credit Agreement by the Credit Parties unknown to FCC at this time that occurred during the fiscal year ending December 31, 2019; and

(iii) to any Claims relating to SIF Amber Projects LP or its credit agreement entered into with FCC.

(c) Each of the Credit Party Releasors and FCC (collectively, the "**Releasors**") understands, acknowledges and agrees that the release set out in this Section may be pleaded as a full and complete defence and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of that release. Each of the Releasors agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may later be discovered will affect in any manner the final, absolute and unconditional nature of the release set out in this Section save and except for the Credit Party Continuing Obligations.

(d) The releases granted under this Agreement shall survive any termination of the Credit Agreement or the repayment of the Obligations.

(e) This Agreement has been reviewed by each of the undersigned's professional advisors, and revised during the course of negotiations between the parties. Each of the undersigned acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, no rule of interpretation favouring one party over another party based on authorship will apply.

8.14 ***Language***

The parties have requested that this Agreement and all other Loan Documents be drafted in English. Les parties ont requis que cette convention et tous les autres documents soient rédigés en anglais.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

Acceptance

This Agreement may be accepted by signing, dating and returning to FCC on or before May 29, 2020 the enclosed copy of this Agreement executed by the Credit Parties as set out below. Failing such acceptance, this offer shall be of no further force or effect.

FARM CREDIT CANADA

Per: ____________________________

Name: Ayan Gangopadhyay

Title: Senior Account Manager

AGREED TO and ACCEPTED this 24 day of May, 2020.

SIF AMBER (3.5) PROJECTS GP INC. in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

by ______________________
Name: Adam S. Heinrich
Title: Authorized Signing Officer

I have the authority to bind the limited partnership.

SIF AMBER (3.5) PROJECTS GP INC.

by ______________________
Name: Adam S. Heinrich
Title: Authorized Signing Officer

I have the authority to bind the corporation.

AMBER ENERGY CO-OPERATIVE INC.

by ______________________
Name: ROBIN KENT.
Title: Authorized Signing Officer

by ______________________
Name: TIM SMALL
Title: Authorized Signing Officer

We have the authority to bind the corporation.

AGREED TO and ACCEPTED this 24 day of May, 2020.

SIF AMBER (3.5) PROJECTS GP INC. in its capacity of general partner for **SIF AMBER (3.5) PROJECTS LP**

by ______________________________
Name: Adam S. Heinrich
Title: Authorized Signing Officer

I have the authority to bind the limited partnership.

SIF AMBER (3.5) PROJECTS GP INC.

by ______________________________
Name: Adam S. Heinrich
Title: Authorized Signing Officer

I have the authority to bind the corporation.

AMBER ENERGY CO-OPERATIVE INC.

by ______________________________
Name: ROBIN KENT.
Title: Authorized Signing Officer

by ______________________________
Name: TIM SMALL
Title: Authorized Signing Officer

We have the authority to bind the corporation.

SOLAR POWER INCOME FUND GP #6 INC. in its capacity of general partner for **SOLAR INCOME FUND LP (#6)**

by ______________________________
Name: Adam S. Heinrich
Title: Authorized Signing Officer

I have the authority to bind the corporation.

SOLAR POWER INCOME FUND GP #6 INC.

by ______________________________
Name: Adam S. Heinrich
Title: Authorized Signing Officer

I have the authority to bind the corporation.

SIF SOLAR ENERGY INCOME & GROWTH FUND, by its trustee

by ______________________________
Name: Adam S. Heinrich
Title: Trustee

I have the authority to bind the Trust

SIF SOLAR ENERGY OPERATING TRUST, by its trustee

by ______________________________
Name: Adam S. Heinrich
Title: Trustee

I have the authority to bind the Trust

PARITY MANAGEMENT AND CONSULTING INC.

by ______________________________
Name: Adam S. Heinrich
Title: Authorized Signing Officer

I have the authority to bind the Corporation

SCHEDULE 1 – THE OBLIGATIONS

As at April 7, 2020

#1 – Credit Facility

Principal	$3,639,483.05
Interest to April 7, 2020	$ 112,256.95
Fee Balance	$25.00
Sub Total	**$3,751,765.00**

#2 – Non-Compliance fee

0.50% of $3,639,483.05	$ 18,197.42
TOTAL INDEBTEDNESS as at April 7, 2020	**$3,769,962.42**

Interest accrues at 5.791% per annum

In addition, the Borrower and the Guarantor are obligated to FCC's legal and other expenses in connection with the Credit Agreement which shall form part of the Obligations in accordance with the terms of the Credit Agreement.

TOR_LAW\ 10277239\8

This is Exhibit "J" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Heather Fisher
2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	Gowling WLG (Canada) LLP - Toronto
Docket :	K77001
Search ID :	927864
Date Processed :	6/28/2023 1:33:04 PM
Report Type :	PPSA Electronic Response
Search Conducted on :	SIF AMBER (3.5) PROJECTS GP INC.
Search Type :	Business Debtor

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

RESPONSE CONTAINS: APPROXIMATELY 5 FAMILIES and 21 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

THE ABOVE REPORT HAS BEEN CREATED BASED ON THE DATA PROVIDED BY THE PERSONAL PROPERTY REGISTRATION BRANCH, MINISTRY OF CONSUMER AND BUSINESS SERVICES, GOVERNMENT OF ONTARIO. NO LIABILITY IS UNDERTAKEN REGARDING ITS CORRECTNESS, COMPLETENESS, OR THE INTERPRETATION AND USE THAT ARE MADE OF IT.

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          MINISTRY OF CONSUMER AND BUSINESS SERVICES
          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                       ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023


1C FINANCING STATEMENT / CLAIM FOR LIEN

   FAMILY :   1 OF   5       ENQUIRY PAGE :   1 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 723605067   EXPIRY DATE : 22DEC 2036 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
REG NUM : 20161222 1615 1590 4110 REG TYP: P  PPSA    REG PERIOD: 20
02 IND DOB :            IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY    : TORONTO                PROV: ON    POSTAL CODE: M6A 1Z5
05 IND DOB :            IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN :
07 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY    : TORONTO                PROV: ON    POSTAL CODE: M6A 1Z5



08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA
09 ADDRESS : 1133 ST. GEORGE BLVD., SUITE 200
CITY    : MONCTON                PROV: NB    POSTAL CODE: E1E 4E1
CONS.                              MV                    DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
YEAR MAKE                       MODEL               V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY    : HAMILTON               PROV: ON     POSTAL CODE: L8P 4Z5

END OF FAMILY

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 2 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 723605202 EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 5 MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP: P PPSA REG PERIOD: 7
02 IND DOB : IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1Z5
05 IND DOB : IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN :
07 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1Z5

08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA
09 ADDRESS : 1133 ST. GEORGE BLVD., SUITE 200
CITY : MONCTON PROV: NB POSTAL CODE: E1E 4E1

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF YOUR PRESENT AND AFTER-ACQUIRED SOLAR INSTALLATIONS,
14 INCLUDING, BUT NOT LIMITED TO, THE GENERATING FACILITY, THE
15 ELECTRICAL CONNECTION LINE FROM THE GENERATING FACILITY TO THE
16 AGENT: GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4Z5

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 3 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 723605202 EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 002 OF 5 MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 CONNECTION POINT AND THE LV/HV TRANSFORMER NEAR THE CONNECTION POINT,
14 TOGETHER WITH ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES
15 AND ACCESSIONS LOCATED AT OR USED IN CONNECTION WITH THE FOLLOWING
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

```
           MINISTRY OF CONSUMER AND BUSINESS SERVICES
           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                       ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023


1C FINANCING STATEMENT / CLAIM FOR LIEN

   FAMILY :   2 OF   5       ENQUIRY PAGE :   4 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 723605202   EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING :          PAGE : 003 OF 5          MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP:            REG PERIOD:
02 IND DOB :            IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY    :                         PROV:       POSTAL CODE:
05 IND DOB :            IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY    :                         PROV:       POSTAL CODE:



08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY    :                         PROV:       POSTAL CODE:
CONS.                               MV                  DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10
YEAR MAKE                      MODEL               V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 LOCATIONS AND FIT CONTRACTS 150 DENNIS RD., ST. THOMAS (PIN
14 35163-0292 LT, FIT NO. F-006042-SPV-310-528), 47734 TALBOT LINE,
15 AYLMER (PIN 35289-0110 LT, FIT NO. F-006046-SPV-310-528), 50292
16 AGENT:
17 ADDRESS :
CITY    :                         PROV:        POSTAL CODE:

CONTINUED

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 5 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 723605202 EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 004 OF 5 MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:

CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10								

YEAR	MAKE	MODEL	V.I.N.
11			
12			

GENERAL COLLATERAL DESCRIPTION
13 VIENNA LINE, AYLMER (PIN 35314-0252 LT, FIT NO.
14 F-006044-SPV-310-528), 52741 NOVA SCOTIA LINE, PORT BURWELL (PIN
15 35319-0185 LT, FIT NO. F-006043-SPV-310-528),50338 WILSON LINE
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

```
          MINISTRY OF CONSUMER AND BUSINESS SERVICES
          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                      ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023


1C FINANCING STATEMENT / CLAIM FOR LIEN

   FAMILY :   2 OF   5       ENQUIRY PAGE :   6 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 723605202   EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING :          PAGE : 005 OF 5          MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP:            REG PERIOD:
02 IND DOB :            IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY    :                        PROV:       POSTAL CODE:
05 IND DOB :            IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY    :                        PROV:       POSTAL CODE:



08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY    :                        PROV:       POSTAL CODE:
CONS.                              MV                  DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10
YEAR MAKE                         MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 SPRINGFIELD, ON (PIN 35281-0153 LT, FIT NO. F-006089-SPV-310-528),
14 4548 HALF MOON RD., AYLMER (PIN 35318-0197 LT, FIT NO.
15 F-006048-SPV-310-527)
16 AGENT:
17 ADDRESS :
CITY    :                        PROV:        POSTAL CODE:

CONTINUED

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 5 ENQUIRY PAGE : 7 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 723605202
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 5 MV SCHED: 20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE: NO PAGE: X CHANGE: A AMNDMNT REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: SIF AMBER (3.5) PROJECTS LP

25 OTHER CHANGE:
26 REASON: REMOVE REFERENCE TO THE 150 DENNIS ROAD, ST. THOMAS PROPERTY FROM
27 /DESCR: THE REGISTRATION
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :

	CONS. GOODS	INVTRY	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY OR	NO FIXED MAT DATE
10		X	X	X	X	X			

11
12
13 ALL OF YOUR PRESENT AND AFTER-ACQUIRED SOLAR INSTALLATIONS,
14 INCLUDING, BUT NOT LIMITED TO, THE GENERATING FACILITY, THE
15 ELECTRICAL CONNECTION LINE FROM THE GENERATING FACILITY TO THE
16 NAME : GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY : HAMILTON PROV : ON POSTAL CODE : L8P 4Z5

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 5 ENQUIRY PAGE : 8 OF 21

```
SEARCH  : BD  : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 723605202
PAGE   TOT                   REGISTRATION NUM      REG TYPE
01 CAUTION  :     002 OF 5    MV SCHED:     20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE:     NO PAGE:    CHANGE:            REN YEARS:      CORR PER:
23 REFERENCE DEBTOR/    IND NAME:
24       TRANSFEROR:    BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28       :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY:                        PROV:       POSTAL CODE:


29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY    :                        PROV :       POSTAL CODE :
CONS.                            MV                     DATE OF      NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER   INCL      AMOUNT       MATURITY OR  MAT DATE
10
11
12
13 CONNECTION POINT AND THE LV/HV TRANSFORMER NEAR THE CONNECTION POINT,
14 TOGETHER WITH ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES
15 AND ACCESSIONS LOCATED AT OR USED IN CONNECTION WITH THE FOLLOWING
16 NAME :
17 ADDRESS :
CITY    :                        PROV :       POSTAL CODE :
```

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 723605202
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 003 OF 5 MV SCHED: 20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13 LOCATIONS AND FIT CONTRACTS 47734 TALBOT LINE, AYLMER, ONTARIO (PIN
14 35163-0292 (LT), FIT NO. F-006046-SPV-310-528), 50292 VIENNA LINE,
15 AYLMER, ONTARIO (PIN 35314-0252 LT, FIT NO. F-006044-SPV-310-528),
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 5 ENQUIRY PAGE : 10 OF 21

```
SEARCH  : BD  : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 723605202
PAGE   TOT                   REGISTRATION NUM      REG TYPE
01 CAUTION  :     004 OF 5    MV SCHED:     20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE:     NO PAGE:    CHANGE:            REN YEARS:      CORR PER:
23 REFERENCE DEBTOR/    IND NAME:
24       TRANSFEROR:    BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28       :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY:                        PROV:       POSTAL CODE:


29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY    :                        PROV :       POSTAL CODE :
CONS.                            MV                     DATE OF      NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER   INCL      AMOUNT       MATURITY OR  MAT DATE
10
11
12
13 52741 NOVA SCOTIA LINE, PORT BURWELL, ONTARIO (PIN 35319-0185 LT, FIT
14 NO. F-006043-SPV-310-528), 50238 WILSON LINE, SPRINGFIELD, ONTARIO
15 (PIN 35281-0153 LT, FIT NO. F-006089-SPV-310-528), 4548 HALF MOON
16 NAME :
17 ADDRESS :
CITY    :                        PROV :       POSTAL CODE :
```

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 5 ENQUIRY PAGE : 11 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 723605202
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 005 OF 5 MV SCHED: 20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13 RD., AYLMER, ONTARIO (PIN 35318-0197 LT, FIT NO.
14 F-006048-SPV-310-527)
15
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 12 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 723605274 EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 001 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20161222 1621 1590 4112 REG TYP: P PPSA REG PERIOD: 7
02 IND DOB : IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1Z5
05 IND DOB : IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN :
07 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY : TORONTO PROV: ON POSTAL CODE: M6A 1Z5

08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA
09 ADDRESS : 1133 ST. GEORGE BLVD., SUITE 200
CITY : MONCTON PROV: NB POSTAL CODE: E1E 4E1

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF YOUR PRESENT AND AFTER-ACQUIRED ROOFTOP PHOTOVOLTAIC UNITS
14 TOGETHER WITH ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES
15 AND ACCESSIONS INCLUDING, BUT NOT LIMITED TO THOSE LOCATED ON THE
16 AGENT: GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY : HAMILTON PROV: ON POSTAL CODE: L8P 4Z5

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 13 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 723605274 EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 002 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20161222 1621 1590 4112 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:

CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10								

YEAR	MAKE	MODEL	V.I.N.
11			
12			

GENERAL COLLATERAL DESCRIPTION
13 FOLLOWING LOCATIONS 150 DENNIS RD., ST. THOMAS (PIN 35163-0292 LT),
14 47734 TALBOT LINE, AYLMER (PIN 35289-0110 LT), 50292 VIENNA LINE,
15 AYLMER (PIN 35314-0252 LT), 52741 NOVA SCOTIA LINE, PORT BURWELL (PIN
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 14 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.

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00 FILE NUMBER : 723605274   EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING :          PAGE : 003 OF 3          MV SCHEDULE ATTACHED :
REG NUM : 20161222 1621 1590 4112 REG TYP:            REG PERIOD:
02 IND DOB :            IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY    :                        PROV:       POSTAL CODE:
05 IND DOB :            IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY    :                        PROV:       POSTAL CODE:


08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY    :                        PROV:       POSTAL CODE:
CONS.                              MV                  DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10
YEAR MAKE                        MODEL               V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 35319-0185 LT),50338 WILSON LINE, SPRINGFIELD, ON (PIN 35281-0153
14 LT), 4548 HALF MOON RD., AYLMER (PIN 35318-0197 LT)
15
16 AGENT:
17 ADDRESS :
CITY    :                        PROV:        POSTAL CODE:
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CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

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          MINISTRY OF CONSUMER AND BUSINESS SERVICES
          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                      ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023


2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

   FAMILY :   3 OF   5       ENQUIRY PAGE :  15 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 723605274
PAGE   TOT                  REGISTRATION NUM      REG TYPE
01 CAUTION  :     001 OF 3    MV SCHED:     20171212 1627 1590 8636
21 REFERENCE FILE NUMBER : 723605274
22 AMEND PAGE:     NO PAGE: X  CHANGE: A  AMNDMNT REN YEARS:      CORR PER:
23 REFERENCE DEBTOR/    IND NAME:
24       TRANSFEROR:    BUS NAME: SIF AMBER (3.5) PROJECTS LP

25 OTHER CHANGE:
26 REASON: REMOVE REFERENCE TO THE 150 DENNIS ROAD, ST. THOMAS PROPERTY FROM
27 /DESCR: THE REGISTRATION
28       :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY:                        PROV:       POSTAL CODE:


29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY    :                        PROV :       POSTAL CODE :
CONS.                            MV                     DATE OF      NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER   INCL      AMOUNT       MATURITY OR  MAT DATE
10        X     X     X     X       X
11
12
13 ALL PRESENT AND AFTER-ACQUIRED ROOFTOP PHOTOVOLTAIC UNITS TOGETHER
14 WILL ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES AND
15 ACCESSIONS INCLUDING, BUT NOT LIMITED TO THOSE LOCATED ON THE
16 NAME : GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY    : HAMILTON               PROV : ON    POSTAL CODE : L8P 4Z5

CONTINUED

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 5 ENQUIRY PAGE : 16 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 723605274
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 002 OF 3 MV SCHED: 20171212 1627 1590 8636
21 REFERENCE FILE NUMBER : 723605274
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13 FOLLOWING PROPERTIES MUNICIPALLY KNOWN AS 47734 TALBOT LINE, AYLMER,
14 ONTARIO (PIN 35163-0292 (LT)), 50292 VIENNA LINE, AYLMER, ONTARIO
15 (PIN 35314-0252 LT), 52741 NOVA SCOTIA LINE, PORT BURWELL, ONTARIO
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 5 ENQUIRY PAGE : 17 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 723605274
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 003 OF 3 MV SCHED: 20171212 1627 1590 8636
21 REFERENCE FILE NUMBER : 723605274
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13 (PIN 35319-0185 LT), 50238 WILSON LINE, SPRINGFIELD, ONTARIO (PIN
14 35281-0153 LT), 4548 HALF MOON RD., AYLMER, ONTARIO (PIN 35318-0197
15 LT)
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 4 OF 5 ENQUIRY PAGE : 18 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 724916331 EXPIRY DATE : 16FEB 2033 STATUS :
01 CAUTION FILING : PAGE : 001 OF 1 MV SCHEDULE ATTACHED :
REG NUM : 20170216 1435 5098 3766 REG TYP: P PPSA REG PERIOD: 06
02 IND DOB : IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 7912 ANGER RD
CITY : AYLMER PROV: ON POSTAL CODE: N5H 2R1
05 IND DOB : IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN :
07 ADDRESS : 7912 ANGER RD
CITY : AYLMER PROV: ON POSTAL CODE: N5H 2R1

08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA 629774
09 ADDRESS : SUITE 200 - 1133 ST-GEORGE BLVD
CITY : MONCTON PROV: NB POSTAL CODE: E1E 4E1

	CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10		X	X	X	X	X			

YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

```
           MINISTRY OF CONSUMER AND BUSINESS SERVICES
           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                       ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023


2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

   FAMILY :   4 OF   5       ENQUIRY PAGE :  19 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 724916331
PAGE   TOT                  REGISTRATION NUM      REG TYPE
01 CAUTION  :     001 OF 1    MV SCHED:     20221122 0948 5098 9976
21 REFERENCE FILE NUMBER : 724916331
22 AMEND PAGE:     NO PAGE:    CHANGE: B  RENEWAL REN YEARS: 05   CORR PER:
23 REFERENCE DEBTOR/    IND NAME:
24       TRANSFEROR:    BUS NAME: SIF AMBER (3.5) PROJECTS LP

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28      :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY:                        PROV:       POSTAL CODE:


29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY    :                        PROV :       POSTAL CODE :
CONS.                            MV                     DATE OF      NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER   INCL      AMOUNT       MATURITY OR  MAT DATE
10
11
12
13
14
15
16 NAME : FARM CREDIT CANADA
17 ADDRESS : SUITE 104, 1133 ST-GEORGE BOULEVARD
CITY    : MONCTON                PROV : NB    POSTAL CODE : E1E 4E1

CONTINUED

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 20 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS GP INC.
FILE NUMBER 724916331
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20221122 1008 5098 9980
21 REFERENCE FILE NUMBER : 724916331
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: SIF AMBER (3.5) PROJECTS LP

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : FARM CREDIT CANADA
17 ADDRESS : SUITE 104, 1133 ST-GEORGE BOULEVARD
CITY : MONCTON PROV : NB POSTAL CODE : E1E 4E1

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

```
           MINISTRY OF CONSUMER AND BUSINESS SERVICES
           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                       ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS GP INC.

FILE CURRENCY: June 27, 2023


1C FINANCING STATEMENT / CLAIM FOR LIEN

   FAMILY :   5 OF   5       ENQUIRY PAGE :  21 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS GP INC.

00 FILE NUMBER : 744027354   EXPIRY DATE : 24SEP 2028 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
REG NUM : 20180924 0833 1590 9336 REG TYP: P  PPSA    REG PERIOD: 10
02 IND DOB :            IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 34 KING STREET EAST, SUITE 700
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5C 2X8
05 IND DOB :            IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN : 002526908
07 ADDRESS : 34 KING STREET EAST, SUITE 700
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5C 2X8



08 SECURED PARTY/LIEN CLAIMANT :
SOLAR INCOME FUND LP (#6)
09 ADDRESS : 34 KING STREET EAST, SUITE 700
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5C 2X8
CONS.                               MV                    DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
YEAR MAKE                      MODEL               V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: IMPART LAW PROFESSIONAL CORPORATION
17 ADDRESS : 700-34 KING STREET EAST
CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5C 2X8
LAST SCREEN

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM (ONTARIO) ENQUIRY RESULTS

Prepared for :	Gowling WLG (Canada) LLP - Toronto
Docket :	K77001
Search ID :	927863
Date Processed :	6/28/2023 1:33:04 PM
Report Type :	PPSA Electronic Response
Search Conducted on :	SIF AMBER (3.5) PROJECTS LP
Search Type :	Business Debtor

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

THIS IS TO CERTIFY THAT A SEARCH HAS BEEN MADE IN THE RECORDS OF THE CENTRAL OFFICE OF THE PERSONAL PROPERTY SECURITY SYSTEM IN RESPECT OF THE FOLLOWING:

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

RESPONSE CONTAINS: APPROXIMATELY 5 FAMILIES and 21 PAGES.

THE SEARCH RESULTS MAY INDICATE THAT THERE ARE SOME REGISTRATIONS WHICH SET OUT A BUSINESS DEBTOR NAME WHICH IS SIMILAR TO THE NAME IN WHICH YOUR ENQUIRY WAS MADE. IF YOU DETERMINE THAT THERE ARE OTHER SIMILAR BUSINESS DEBTOR NAMES, YOU MAY REQUEST THAT ADDITIONAL ENQUIRIES BE MADE AGAINST THOSE NAMES.

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          MINISTRY OF CONSUMER AND BUSINESS SERVICES
          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                      ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023


1C FINANCING STATEMENT / CLAIM FOR LIEN

   FAMILY :   1 OF   5       ENQUIRY PAGE :   1 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS LP

00 FILE NUMBER : 723605067   EXPIRY DATE : 22DEC 2036 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
REG NUM : 20161222 1615 1590 4110 REG TYP: P  PPSA    REG PERIOD: 20
02 IND DOB :            IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY    : TORONTO                PROV: ON    POSTAL CODE: M6A 1Z5
05 IND DOB :            IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN :
07 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY    : TORONTO                PROV: ON    POSTAL CODE: M6A 1Z5



08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA
09 ADDRESS : 1133 ST. GEORGE BLVD., SUITE 200
CITY    : MONCTON                PROV: NB    POSTAL CODE: E1E 4E1
CONS.                              MV                   DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT      MATURITY    MAT DATE
10        X      X      X      X      X
YEAR MAKE                      MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY    : HAMILTON               PROV: ON     POSTAL CODE: L8P 4Z5

END OF FAMILY

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 2 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP

```
00 FILE NUMBER : 723605202   EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 5          MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP: P  PPSA    REG PERIOD: 7
02 IND DOB :            IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M6A 1Z5
05 IND DOB :            IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN :
07 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M6A 1Z5



08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA
09 ADDRESS : 1133 ST. GEORGE BLVD., SUITE 200
CITY    : MONCTON                 PROV: NB    POSTAL CODE: E1E 4E1
CONS.                               MV                    DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
YEAR MAKE                      MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF YOUR PRESENT AND AFTER-ACQUIRED SOLAR INSTALLATIONS,
14 INCLUDING, BUT NOT LIMITED TO, THE GENERATING FACILITY, THE
15 ELECTRICAL CONNECTION LINE FROM THE GENERATING FACILITY TO THE
16 AGENT: GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY    : HAMILTON                PROV: ON     POSTAL CODE: L8P 4Z5
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CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 3 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP

00 FILE NUMBER : 723605202 EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 002 OF 5 MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 CONNECTION POINT AND THE LV/HV TRANSFORMER NEAR THE CONNECTION POINT,
14 TOGETHER WITH ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES
15 AND ACCESSIONS LOCATED AT OR USED IN CONNECTION WITH THE FOLLOWING
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 4 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP

00 FILE NUMBER : 723605202 EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 003 OF 5 MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:

CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE

10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 LOCATIONS AND FIT CONTRACTS 150 DENNIS RD., ST. THOMAS (PIN
14 35163-0292 LT, FIT NO. F-006042-SPV-310-528), 47734 TALBOT LINE,
15 AYLMER (PIN 35289-0110 LT, FIT NO. F-006046-SPV-310-528), 50292
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

```
   FAMILY :   2 OF   5       ENQUIRY PAGE :   5 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS LP

00 FILE NUMBER : 723605202   EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING :          PAGE : 004 OF 5          MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP:            REG PERIOD:
02 IND DOB :            IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY    :                         PROV:       POSTAL CODE:
05 IND DOB :            IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY    :                         PROV:       POSTAL CODE:


08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY    :                         PROV:       POSTAL CODE:
CONS.                               MV                    DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10
YEAR MAKE                      MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 VIENNA LINE, AYLMER (PIN 35314-0252 LT, FIT NO.
14 F-006044-SPV-310-528), 52741 NOVA SCOTIA LINE, PORT BURWELL (PIN
15 35319-0185 LT, FIT NO. F-006043-SPV-310-528),50338 WILSON LINE
16 AGENT:
17 ADDRESS :
CITY    :                         PROV:        POSTAL CODE:

CONTINUED
```

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 2 OF 5 ENQUIRY PAGE : 6 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP

00 FILE NUMBER : 723605202 EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 005 OF 5 MV SCHEDULE ATTACHED :
REG NUM : 20161222 1617 1590 4111 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:

CONS. GOODS	INVTRY.	EQUIP	ACCTS	OTHER	MV INCL	AMOUNT	DATE OF MATURITY	OR NO FIXED MAT DATE
10								

YEAR	MAKE	MODEL	V.I.N.
11			
12			

GENERAL COLLATERAL DESCRIPTION
13 SPRINGFIELD, ON (PIN 35281-0153 LT, FIT NO. F-006089-SPV-310-528),
14 4548 HALF MOON RD., AYLMER (PIN 35318-0197 LT, FIT NO.
15 F-006048-SPV-310-527)
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT


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SEARCH  : BD  : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 723605202
PAGE   TOT                   REGISTRATION NUM      REG TYPE
01 CAUTION  :     001 OF 5    MV SCHED:     20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE:     NO PAGE: X  CHANGE: A  AMNDMNT REN YEARS:      CORR PER:
23 REFERENCE DEBTOR/    IND NAME:
24       TRANSFEROR:    BUS NAME: SIF AMBER (3.5) PROJECTS LP

25 OTHER CHANGE:
26 REASON: REMOVE REFERENCE TO THE 150 DENNIS ROAD, ST. THOMAS PROPERTY FROM
27 /DESCR: THE REGISTRATION
28       :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY:                        PROV:       POSTAL CODE:


29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY    :                         PROV :       POSTAL CODE :
CONS.                             MV                     DATE OF      NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER   INCL      AMOUNT       MATURITY OR  MAT DATE
10        X     X     X     X       X
11
12
13 ALL OF YOUR PRESENT AND AFTER-ACQUIRED SOLAR INSTALLATIONS,
14 INCLUDING, BUT NOT LIMITED TO, THE GENERATING FACILITY, THE
15 ELECTRICAL CONNECTION LINE FROM THE GENERATING FACILITY TO THE
16 NAME : GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY    : HAMILTON                PROV : ON    POSTAL CODE : L8P 4Z5
```

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 5 ENQUIRY PAGE : 8 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 723605202
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 002 OF 5 MV SCHED: 20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13 CONNECTION POINT AND THE LV/HV TRANSFORMER NEAR THE CONNECTION POINT,
14 TOGETHER WITH ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES
15 AND ACCESSIONS LOCATED AT OR USED IN CONNECTION WITH THE FOLLOWING
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 5 ENQUIRY PAGE : 9 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 723605202
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 003 OF 5 MV SCHED: 20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13 LOCATIONS AND FIT CONTRACTS 47734 TALBOT LINE, AYLMER, ONTARIO (PIN
14 35163-0292 (LT), FIT NO. F-006046-SPV-310-528), 50292 VIENNA LINE,
15 AYLMER, ONTARIO (PIN 35314-0252 LT, FIT NO. F-006044-SPV-310-528),
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 5 ENQUIRY PAGE : 10 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 723605202
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 004 OF 5 MV SCHED: 20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13 52741 NOVA SCOTIA LINE, PORT BURWELL, ONTARIO (PIN 35319-0185 LT, FIT
14 NO. F-006043-SPV-310-528), 50238 WILSON LINE, SPRINGFIELD, ONTARIO
15 (PIN 35281-0153 LT, FIT NO. F-006089-SPV-310-528), 4548 HALF MOON
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 2 OF 5 ENQUIRY PAGE : 11 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 723605202
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 005 OF 5 MV SCHED: 20171212 1629 1590 8637
21 REFERENCE FILE NUMBER : 723605202
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13 RD., AYLMER, ONTARIO (PIN 35318-0197 LT, FIT NO.
14 F-006048-SPV-310-527)
15
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

```
            MINISTRY OF CONSUMER AND BUSINESS SERVICES
            PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                        ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023


1C FINANCING STATEMENT / CLAIM FOR LIEN

   FAMILY :   3 OF   5       ENQUIRY PAGE :  12 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS LP

00 FILE NUMBER : 723605274   EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 3          MV SCHEDULE ATTACHED :
REG NUM : 20161222 1621 1590 4112 REG TYP: P  PPSA    REG PERIOD: 7
02 IND DOB :            IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M6A 1Z5
05 IND DOB :            IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN :
07 ADDRESS : 150 BRIDGELAND AVE., SUITE 202
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M6A 1Z5



08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA
09 ADDRESS : 1133 ST. GEORGE BLVD., SUITE 200
CITY    : MONCTON                 PROV: NB    POSTAL CODE: E1E 4E1
CONS.                               MV                    DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
YEAR MAKE                      MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 ALL OF YOUR PRESENT AND AFTER-ACQUIRED ROOFTOP PHOTOVOLTAIC UNITS
14 TOGETHER WITH ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES
15 AND ACCESSIONS INCLUDING, BUT NOT LIMITED TO THOSE LOCATED ON THE
16 AGENT: GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY    : HAMILTON                PROV: ON     POSTAL CODE: L8P 4Z5

CONTINUED

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP

```
00 FILE NUMBER : 723605274   EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING :          PAGE : 002 OF 3          MV SCHEDULE ATTACHED :
REG NUM : 20161222 1621 1590 4112 REG TYP:            REG PERIOD:
02 IND DOB :            IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY    :                         PROV:        POSTAL CODE:
05 IND DOB :            IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY    :                         PROV:        POSTAL CODE:



08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY    :                         PROV:        POSTAL CODE:
CONS.                               MV                    DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10
YEAR MAKE                       MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 FOLLOWING LOCATIONS 150 DENNIS RD., ST. THOMAS (PIN 35163-0292 LT),
14 47734 TALBOT LINE, AYLMER (PIN 35289-0110 LT), 50292 VIENNA LINE,
15 AYLMER (PIN 35314-0252 LT), 52741 NOVA SCOTIA LINE, PORT BURWELL (PIN
16 AGENT:
17 ADDRESS :
CITY    :                         PROV:         POSTAL CODE:
```

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 3 OF 5 ENQUIRY PAGE : 14 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP

00 FILE NUMBER : 723605274 EXPIRY DATE : 22DEC 2023 STATUS :
01 CAUTION FILING : PAGE : 003 OF 3 MV SCHEDULE ATTACHED :
REG NUM : 20161222 1621 1590 4112 REG TYP: REG PERIOD:
02 IND DOB : IND NAME:
03 BUS NAME:
OCN :
04 ADDRESS :
CITY : PROV: POSTAL CODE:
05 IND DOB : IND NAME:
06 BUS NAME:
OCN :
07 ADDRESS :
CITY : PROV: POSTAL CODE:

08 SECURED PARTY/LIEN CLAIMANT :

09 ADDRESS :
CITY : PROV: POSTAL CODE:
CONS. MV DATE OF OR NO FIXED
GOODS INVTRY. EQUIP ACCTS OTHER INCL AMOUNT MATURITY MAT DATE
10
YEAR MAKE MODEL V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13 35319-0185 LT),50338 WILSON LINE, SPRINGFIELD, ON (PIN 35281-0153
14 LT), 4548 HALF MOON RD., AYLMER (PIN 35318-0197 LT)
15
16 AGENT:
17 ADDRESS :
CITY : PROV: POSTAL CODE:

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

```
          MINISTRY OF CONSUMER AND BUSINESS SERVICES
          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                      ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023


2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

   FAMILY :   3 OF   5       ENQUIRY PAGE :  15 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 723605274
PAGE   TOT                   REGISTRATION NUM      REG TYPE
01 CAUTION  :     001 OF 3    MV SCHED:     20171212 1627 1590 8636
21 REFERENCE FILE NUMBER : 723605274
22 AMEND PAGE:     NO PAGE: X  CHANGE: A  AMNDMNT REN YEARS:      CORR PER:
23 REFERENCE DEBTOR/    IND NAME:
24       TRANSFEROR:    BUS NAME: SIF AMBER (3.5) PROJECTS LP

25 OTHER CHANGE:
26 REASON: REMOVE REFERENCE TO THE 150 DENNIS ROAD, ST. THOMAS PROPERTY FROM
27 /DESCR: THE REGISTRATION
28       :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY:                        PROV:       POSTAL CODE:


29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY    :                        PROV :       POSTAL CODE :
CONS.                            MV                     DATE OF      NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER   INCL      AMOUNT       MATURITY OR  MAT DATE
10        X     X     X     X       X
11
12
13 ALL PRESENT AND AFTER-ACQUIRED ROOFTOP PHOTOVOLTAIC UNITS TOGETHER
14 WILL ALL PRESENT AND AFTER ACQUIRED ATTACHMENTS, ACCESSORIES AND
15 ACCESSIONS INCLUDING, BUT NOT LIMITED TO THOSE LOCATED ON THE
16 NAME : GOWLING WLG (CANADA) LLP - HAMILTON
17 ADDRESS : ONE MAIN STREET WEST
CITY    : HAMILTON               PROV : ON    POSTAL CODE : L8P 4Z5

CONTINUED

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
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MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 5 ENQUIRY PAGE : 16 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 723605274
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 002 OF 3 MV SCHED: 20171212 1627 1590 8636
21 REFERENCE FILE NUMBER : 723605274
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
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12
13 FOLLOWING PROPERTIES MUNICIPALLY KNOWN AS 47734 TALBOT LINE, AYLMER,
14 ONTARIO (PIN 35163-0292 (LT)), 50292 VIENNA LINE, AYLMER, ONTARIO
15 (PIN 35314-0252 LT), 52741 NOVA SCOTIA LINE, PORT BURWELL, ONTARIO
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 3 OF 5 ENQUIRY PAGE : 17 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 723605274
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 003 OF 3 MV SCHED: 20171212 1627 1590 8636
21 REFERENCE FILE NUMBER : 723605274
22 AMEND PAGE: NO PAGE: CHANGE: REN YEARS: CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME:

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
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13 (PIN 35319-0185 LT), 50238 WILSON LINE, SPRINGFIELD, ONTARIO (PIN
14 35281-0153 LT), 4548 HALF MOON RD., AYLMER, ONTARIO (PIN 35318-0197
15 LT)
16 NAME :
17 ADDRESS :
CITY : PROV : POSTAL CODE :

END OF FAMILY

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

```
           MINISTRY OF CONSUMER AND BUSINESS SERVICES
           PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                       ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023


1C FINANCING STATEMENT / CLAIM FOR LIEN

   FAMILY :   4 OF   5       ENQUIRY PAGE :  18 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS LP

00 FILE NUMBER : 724916331   EXPIRY DATE : 16FEB 2033 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
REG NUM : 20170216 1435 5098 3766 REG TYP: P  PPSA    REG PERIOD: 06
02 IND DOB :            IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 7912 ANGER RD
CITY    : AYLMER                  PROV: ON    POSTAL CODE: N5H 2R1
05 IND DOB :            IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN :
07 ADDRESS : 7912 ANGER RD
CITY    : AYLMER                  PROV: ON    POSTAL CODE: N5H 2R1



08 SECURED PARTY/LIEN CLAIMANT :
FARM CREDIT CANADA 629774
09 ADDRESS : SUITE 200 - 1133 ST-GEORGE BLVD
CITY    : MONCTON                 PROV: NB    POSTAL CODE: E1E 4E1
CONS.                               MV                     DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
YEAR MAKE                      MODEL              V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT:
17 ADDRESS :
CITY    :                         PROV:        POSTAL CODE:

CONTINUED

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

FAMILY : 4 OF 5 ENQUIRY PAGE : 19 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 724916331
PAGE TOT REGISTRATION NUM REG TYPE
01 CAUTION : 001 OF 1 MV SCHED: 20221122 0948 5098 9976
21 REFERENCE FILE NUMBER : 724916331
22 AMEND PAGE: NO PAGE: CHANGE: B RENEWAL REN YEARS: 05 CORR PER:
23 REFERENCE DEBTOR/ IND NAME:
24 TRANSFEROR: BUS NAME: SIF AMBER (3.5) PROJECTS LP

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28 :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY: PROV: POSTAL CODE:

29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY : PROV : POSTAL CODE :
CONS. MV DATE OF NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER INCL AMOUNT MATURITY OR MAT DATE
10
11
12
13
14
15
16 NAME : FARM CREDIT CANADA
17 ADDRESS : SUITE 104, 1133 ST-GEORGE BOULEVARD
CITY : MONCTON PROV : NB POSTAL CODE : E1E 4E1

CONTINUED

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

```
          MINISTRY OF CONSUMER AND BUSINESS SERVICES
          PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
                      ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023


2C FINANCING CHANGE STATEMENT / CHANGE STATEMENT

   FAMILY :   4 OF   5       ENQUIRY PAGE :  20 OF  21

SEARCH  : BD  : SIF AMBER (3.5) PROJECTS LP
FILE NUMBER 724916331
PAGE   TOT                   REGISTRATION NUM      REG TYPE
01 CAUTION  :     001 OF 1    MV SCHED:     20221122 1008 5098 9980
21 REFERENCE FILE NUMBER : 724916331
22 AMEND PAGE:     NO PAGE:    CHANGE: B  RENEWAL REN YEARS: 05   CORR PER:
23 REFERENCE DEBTOR/    IND NAME:
24       TRANSFEROR:    BUS NAME: SIF AMBER (3.5) PROJECTS LP

25 OTHER CHANGE:
26 REASON:
27 /DESCR:
28       :
02/05 IND/TRANSFEREE:
03/06 BUS NAME/TRFEE:
OCN:
04/07 ADDRESS:
CITY:                        PROV:       POSTAL CODE:


29 ASSIGNOR:

08 SECURED PARTY/LIEN CLAIMANT/ASSIGNEE :

09 ADDRESS :
CITY    :                           PROV :       POSTAL CODE :
CONS.                               MV                     DATE OF      NO FIXED
GOODS INVTRY EQUIP ACCTS OTHER   INCL      AMOUNT       MATURITY OR  MAT DATE
10
11
12
13
14
15
16 NAME : FARM CREDIT CANADA
17 ADDRESS : SUITE 104, 1133 ST-GEORGE BOULEVARD
CITY    : MONCTON                   PROV : NB    POSTAL CODE : E1E 4E1

END OF FAMILY

  *** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***
```

MINISTRY OF CONSUMER AND BUSINESS SERVICES
PERSONAL PROPERTY SECURITY REGISTRATION SYSTEM
ENQUIRY RESPONSE

TYPE OF SEARCH: BUSINESS DEBTOR

CONDUCTED ON: SIF AMBER (3.5) PROJECTS LP

FILE CURRENCY: June 27, 2023

1C FINANCING STATEMENT / CLAIM FOR LIEN

FAMILY : 5 OF 5 ENQUIRY PAGE : 21 OF 21

SEARCH : BD : SIF AMBER (3.5) PROJECTS LP

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00 FILE NUMBER : 744027354   EXPIRY DATE : 24SEP 2028 STATUS :
01 CAUTION FILING :          PAGE : 001 OF 1          MV SCHEDULE ATTACHED :
REG NUM : 20180924 0833 1590 9336 REG TYP: P  PPSA    REG PERIOD: 10
02 IND DOB :            IND NAME:
03 BUS NAME: SIF AMBER (3.5) PROJECTS LP
OCN :
04 ADDRESS : 34 KING STREET EAST, SUITE 700
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5C 2X8
05 IND DOB :            IND NAME:
06 BUS NAME: SIF AMBER (3.5) PROJECTS GP INC.
OCN : 002526908
07 ADDRESS : 34 KING STREET EAST, SUITE 700
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5C 2X8



08 SECURED PARTY/LIEN CLAIMANT :
SOLAR INCOME FUND LP (#6)
09 ADDRESS : 34 KING STREET EAST, SUITE 700
CITY    : TORONTO                 PROV: ON    POSTAL CODE: M5C 2X8
CONS.                               MV                    DATE OF  OR NO FIXED
GOODS INVTRY. EQUIP  ACCTS  OTHER  INCL     AMOUNT       MATURITY    MAT DATE
10        X      X      X      X      X
YEAR MAKE                      MODEL               V.I.N.
11
12
GENERAL COLLATERAL DESCRIPTION
13
14
15
16 AGENT: IMPART LAW PROFESSIONAL CORPORATION
17 ADDRESS : 700-34 KING STREET EAST
CITY    : TORONTO                 PROV: ON     POSTAL CODE: M5C 2X8
LAST SCREEN
```

*** FOR FURTHER INFORMATION, CONTACT THE SECURED PARTY. ***

This is Exhibit “K” referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

LRO # 11 **Notice Of Charge Of Lease** **Registered as CT153102** on 2018 05 02 at 10:22

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN 35289 - 0110 LT

Description PT LT 74-77 CON NTR MALAHIDE PT 1 11R6455, AS IN E416330 (THIRDLY); DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN E416330; MALAHIDE

Address 47734 TALBOT LINE
AYLMER

Source Instruments

Registration No.	*Date*	*Type of Instrument*
CT138563	2017 04 13	Notice Of Lease

Chargor(s)

Name SIF AMBER (3.5) PROJECTS GP INC.

Address for Service 150 Bridgeland Avenue, Suite
202/206
Toronto, ON M6A 1Z5

I, Jamie Kent, President, and Charles Mazzacato, Vice-President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name FARM CREDIT CANADA

Address for Service Loan Administration Centre
1133 St. George Blvd., Suite 200
Moncton, ON E1E 4E1

Statements

Schedule: SIF AMBER (3.5) PROJECTS GP INC. in its capacity as general partner of SIF AMBER PROJECTS (3.5) LP

Provisions

Principal	$5,573,357.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate	18.0%		
Payments			
Interest Adjustment Date			
Payment Date	On Demand		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200015		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

The Collateral Mortgage Terms registered as Standard Charge Terms No. 200015 form part of this mortgage and the mortgagor(s) acknowledge receiving a copy thereof. The parties agree that the aforesaid Standard Charge Terms shall be amended by amending the reference to "Farm Credit Corporation" wherever it should appear throughout the document to "Farm Credit Canada".

Signed By

Matthijs Jacob Jochem Van Gaalen — One Main Street West, Hamilton, L8P 4Z5 — acting for Chargor(s) — Signed 2018 05 02

Tel 905-540-8208

Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS) One Main Street West
Hamilton
L8P 4Z5
2018 05 02

Tel 905-540-8208
Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee	$63.65
Total Paid	$63.65

File Number

Chargee Client File Number : H205617

Properties

PIN	35314 - 0252 LT
Description	PART OF LOT 17 CON 3 MALAHIDE DESIGNATED AS PART 1, 11R3761, PART OF LOT 18 CON 3 MALAHIDE AS IN E302793; S/T E302793; MALAHIDE
Address	50292 VIENNA LINE AYLMER

Source Instruments

Registration No.	*Date*	*Type of Instrument*
CT138560	2017 04 13	Notice Of Lease

Chargor(s)

Name	SIF AMBER (3.5) PROJECTS GP INC.
Address for Service	150 Bridgeland Avenue, Suite 202/206 Toronto, ON M6A 1Z5

I, Jamie Kent, President, and Charles Mazzacato, Vice-President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s) — *Capacity* — *Share*

Name	FARM CREDIT CANADA
Address for Service	Loan Administration Centre 1133 St. George Blvd., Suite 200 Moncton, NB E1E 4E1

Statements

Schedule: SIF AMBER (3.5) PROJECTS GP INC. in its capacity as general partner of SIF AMBER PROJECTS (3.5) LP

Provisions

Principal	$5,573,357.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate	18.0%		
Payments			
Interest Adjustment Date			
Payment Date	On Demand		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200015		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

The Collateral Mortgage Terms registered as Standard Charge Terms No. 200015 form part of this mortgage and the mortgagor(s) acknowledge receiving a copy thereof. The parties agree that the aforesaid Standard Charge Terms shall be amended by amending the reference to "Farm Credit Corporation" wherever it should appear throughout the document to "Farm Credit Canada".

Signed By

Matthijs Jacob Jochem Van Gaalen	One Main Street West Hamilton L8P 4Z5	acting for Chargor(s)	Signed	2018 05 02

Tel 905-540-8208

Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS) One Main Street West
Hamilton
L8P 4Z5 2018 05 02

Tel 905-540-8208
Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee	$63.65
Total Paid	$63.65

File Number

Chargee Client File Number : H205617

Properties

PIN	35319 - 0185 LT
Description	PART OF LOT 29 CON 1 MALAHIDE AS IN E411640; S/T E447948; MALAHIDE
Address	52741 NOVA SCOTIA LINE PORT BURWELL

Source Instruments

Registration No.	*Date*	*Type of Instrument*
CT138562	2017 04 13	Notice Of Lease

Chargor(s)

Name SIF AMBER (3.5) PROJECTS GP INC.
Address for Service 150 Bridgeland Avenue, Suite 202/206
Toronto, ON M6A 1Z5

I, Jamie Kent, President, and Charles Mazzacato, Vice-President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name FARM CREDIT CANADA
Address for Service Loan Administration Centre
1133 St. George Blvd., Suite 200
Moncton, NB E1E 4E1

Statements

Schedule: SIF AMBER (3.5) PROJECTS GP INC. in its capacity as general partner of SIF AMBER PROJECTS (3.5) LP

Provisions

Principal	$5,573,357.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate	18.0%		
Payments			
Interest Adjustment Date			
Payment Date	On Demand		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200015		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

The Collateral Mortgage Terms registered as Standard Charge Terms No. 200015 form part of this mortgage and the mortgagor(s) acknowledge receiving a copy thereof. The parties agree that the aforesaid Standard Charge Terms shall be amended by amending the reference to "Farm Credit Corporation" wherever it should appear throughout the document to "Farm Credit Canada".

Signed By

Matthijs Jacob Jochem Van Gaalen — One Main Street West, Hamilton, L8P 4Z5 — acting for Chargor(s) — Signed 2018 05 02

Tel 905-540-8208
Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS) One Main Street West
Hamilton
L8P 4Z5 2018 05 02

Tel 905-540-8208
Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee	$63.65
Total Paid	$63.65

File Number

Chargee Client File Number : H205617

Properties

PIN	35281 - 0153 LT
Description	PART OF LOTS 8 & 9 CON 8 SOUTH DORCHESTER AS IN E352457; MALAHIDE
Address	50338 WILSON LINE SPRINGFIELD

Source Instruments

Registration No.	*Date*	*Type of Instrument*
CT138561	2017 04 13	Notice Of Lease

Chargor(s)

Name	AMBER ENERGY CO-OPERATIVE INC.
Address for Service	150 Bridgeland Avenue Suite 202 Toronto, ON M6A 1Z5

I, JAMIE KENT, President, and I, TIM SMALL, Secretary, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	FARM CREDIT CANADA
Address for Service	Loan Administration Centre 1133 St. George Blvd., Suite 200 Moncton, NB E1E 4E1

Provisions

Principal	$5,573,357.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate	18.0%		
Payments			
Interest Adjustment Date			
Payment Date	On Demand		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200015		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

The Collateral Mortgage Terms registered as Standard Charge Terms No. 200015 form part of this mortgage and the mortgagor(s) acknowledge receiving a copy thereof. The parties agree that the aforesaid Standard Charge Terms shall be amended by amending the reference to "Farm Credit Corporation" wherever it should appear throughout the document to "Farm Credit Canada".

Signed By

Matthijs Jacob Jochem Van Gaalen	One Main Street West Hamilton L8P 4Z5	acting for Chargor(s)	Signed	2017 04 13

Tel 905-540-8208

Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS)	One Main Street West Hamilton	2017 04 13

Submitted By

L8P 4Z5

Tel 905-540-8208

Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee	$63.35
Total Paid	$63.35

File Number

Chargee Client File Number : H205617

Properties

PIN	35318 - 0197 LT
Description	PT RDAL BTN LT 10 AND 11 CON 1 MALAHIDE CLOSED BY UNREGISTERED BYLAW # 883; PT LT 11-12 CON 1 MALAHIDE AS IN E125291; MALAHIDE
Address	4548 HALF MOON RD AYLMER

Source Instruments

Registration No.	*Date*	*Type of Instrument*
CT138564	2017 04 13	Notice Of Lease

Chargor(s)

Name	SIF AMBER (3.5) PROJECTS GP INC.
Address for Service	150 Bridgeland Avenue, Suite 202/206 Toronto, ON M6A 1Z5

I, Jamie Kent, President, and Charles Mazzacato, Vice-President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s) *Capacity* *Share*

Name	FARM CREDIT CANADA
Address for Service	Loan Administration Centre 1133 St. George Blvd., Suite 200 Moncton, NB E1E 4E1

Statements

Schedule: SIF AMBER (3.5) PROJECTS GP INC. in its capacity as general partner of SIF AMBER PROJECTS (3.5) LP

Provisions

Principal	$5,573,357.00	*Currency*	CDN
Calculation Period			
Balance Due Date	On Demand		
Interest Rate	18.0%		
Payments			
Interest Adjustment Date			
Payment Date	On Demand		
First Payment Date			
Last Payment Date			
Standard Charge Terms	200015		
Insurance Amount	full insurable value		
Guarantor			

Additional Provisions

The Collateral Mortgage Terms registered as Standard Charge Terms No. 200015 form part of this mortgage and the mortgagor(s) acknowledge receiving a copy thereof. The parties agree that the aforesaid Standard Charge Terms shall be amended by amending the reference to "Farm Credit Corporation" wherever it should appear throughout the document to "Farm Credit Canada".

Signed By

Matthijs Jacob Jochem Van Gaalen	One Main Street West Hamilton L8P 4Z5	acting for Chargor(s)	Signed 2018 05 02

Tel 905-540-8208

Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Chargor(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS)	One Main Street West Hamilton L8P 4Z5	2018 05 02

Tel 905-540-8208
Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee	$63.65
Total Paid	$63.65

File Number

Chargee Client File Number : H205617

This is Exhibit “L” referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Properties

PIN 35314 - 0252 LT

Description PART OF LOT 17 CON 3 MALAHIDE DESIGNATED AS PART 1, 11R3761, PART OF LOT 18 CON 3 MALAHIDE AS IN E302793; S/T E302793; MALAHIDE

Address 50292 VIENNA LINE
AYLMER

Consideration

Consideration $5,573,357.00

Applicant(s)

Name FARM CREDIT CANADA

Address for Service Loan Administration Centre
1133 St.
George Blvd., Suite 200
Moncton, NB
E1E 4E1

Under a notice of security agreement made between SIF AMBER (3.5) PROJECTS LP, 150 Bridgeland Avenue, Suite 202, Toronto, ON M6A 1Z5, the debtor and the applicant, the secured party a security interest has been created in goods and fixtures. The collateral is located or affixed or is to be affixed to the selected PIN

I, KENT CUNNINGTON, Senior Corporate Credit Manager, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Signed By

Matthijs Jacob Jochem Van Gaalen — One Main Street West, Hamilton, L8P 4Z5 — acting for Applicant(s) — Signed 2018 05 02

Tel 905-540-8208

Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS) — One Main Street West, Hamilton, L8P 4Z5 — 2018 05 02

Tel 905-540-8208

Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee $63.65

Total Paid $63.65

File Number

Applicant Client File Number : H205617

SCHEDULE TO NOTICE OF SECURITY INTEREST – Field and Flock Farms Ltd.

SIF AMBER (3.5) PROJECTS GP INC. is the general partner of the limited partnership, SIF AMBER (3.5) PROJECTS LP.

NOTICE IS HEREBY GIVEN that by a security agreement made between SIF AMBER (3.5) PROJECTS LP, as Borrower, and FARM CREDIT CANADA, as Secured Party, a security interest has been created in:

(a) all of your present and after-acquired solar installations, including, but not limited to, the generating facility, the electrical connection line from the generating facility to the connection point and the LF/HV transformer near the connection point, together with all present and after acquired attachments, accessories and accessions located at or used in connection with FIT contract No. F-006044-SPV-310-528, and

(b) all of your present and after-acquired rooftop photovoltaic units together with all present and after acquired attachments, accessories and accessions.

The collateral is located or is affixed or is to be affixed to the property described in PIN 35314-0252 (LT)

Properties

PIN 35319 - 0185 LT
Description PART OF LOT 29 CON 1 MALAHIDE AS IN E411640; S/T E447948; MALAHIDE
Address 52741 NOVA SCOTIA LINE
PORT BURWELL

Consideration

Consideration $5,573,357.00

Applicant(s)

Name FARM CREDIT CANADA
Address for Service Loan Administration Centre
1133 St.
George Blvd., Suite 200
Moncton, NB
E1E 4E1

Under a notice of security agreement made between SIF AMBER (3.5) PROJECTS LP, 150 Bridgeland Avenue, Suite 202, Toronto, ON M6A 1Z5, the debtor and the applicant, the secured party a security interest has been created in all of the present and after-acquired solar installations, including, but not limited to, the generating facility, the electrical connection line from the generating facility to the connection point and the LF/HV transformer near the connection point, together with all present and after acquired attachments, accessories and accessions located at or used in connection with FIT contract No. F-006043-SPV-310-528 and all present and after acquired rooftop photovoltaic units together with all present and after acquired attachments, accessories and accessions.. The collateral is located or affixed or is to be affixed to the selected PIN

I, KENT CUNNINGTON, Senior Corporate Credit Manager, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Signed By

Matthijs Jacob Jochem Van Gaalen	One Main Street West Hamilton L8P 4Z5	acting for Applicant(s)	First Signed	2018 05 02

Tel 905-540-8208
Fax 905-523-2518

Matthijs Jacob Jochem Van Gaalen	One Main Street West Hamilton L8P 4Z5	acting for Applicant(s)	Last Signed	2018 05 18

Tel 905-540-8208
Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS)	One Main Street West Hamilton L8P 4Z5	2018 05 18

Tel 905-540-8208
Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee $63.65
Total Paid $63.65

File Number

Applicant Client File Number : H205617

SCHEDULE TO NOTICE OF SECURITY INTEREST – Chad Underhill Farms Limited and Chad Randy Underhill

SIF AMBER (3.5) PROJECTS GP INC. is the general partner of the limited partnership, SIF AMBER (3.5) PROJECTS LP.

NOTICE IS HEREBY GIVEN that by a security agreement made between SIF AMBER (3.5) PROJECTS LP, as Borrower, and FARM CREDIT CANADA, as Secured Party, a security interest has been created in:

(a) all of your present and after-acquired solar installations, including, but not limited to, the generating facility, the electrical connection line from the generating facility to the connection point and the LF/HV transformer near the connection point, together with all present and after acquired attachments, accessories and accessions located at or used in connection with FIT contract No. F-006043-SPV-310-528, and

(b) all of your present and after-acquired rooftop photovoltaic units together with all present and after acquired attachments, accessories and accessions.

The collateral is located or is affixed or is to be affixed to the property described in PIN 35319-0185 (LT)

Properties

PIN 35281 - 0153 LT

Description PART OF LOTS 8 & 9 CON 8 SOUTH DORCHESTER AS IN E352457; MALAHIDE

Address 50338 WILSON LINE
SPRINGFIELD

Consideration

Consideration $5,573,357.00

Applicant(s)

Name FARM CREDIT CANADA

Address for Service Loan Administration Centre
1133 St. George Blvd., Suite 200
Moncton, NB E1E 4E1

Under a notice of security agreement made between SIF AMBER (3.5) PROJECTS LP, 150 Bridgeland Avenue, Suite 202, Toronto, ON M6A 1Z5, the debtor and the applicant, the secured party a security interest has been created in goods and fixtures. The collateral is located or affixed or is to be affixed to the selected PIN

I, KENT CUNNINGTON, Senior Corporate Credit Manager, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Signed By

Matthijs Jacob Jochem Van Gaalen — One Main Street West, Hamilton, L8P 4Z5 — acting for Applicant(s) — Signed 2018 05 02

Tel 905-540-8208

Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS) — One Main Street West, Hamilton, L8P 4Z5 — 2018 05 02

Tel 905-540-8208

Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee	$63.65
Total Paid	$63.65

File Number

Applicant Client File Number : H205617

SCHEDULE TO NOTICE OF SECURITY INTEREST – 943448 Ontario Inc.

SIF AMBER (3.5) PROJECTS GP INC. is the general partner of the limited partnership, SIF AMBER (3.5) PROJECTS LP.

NOTICE IS HEREBY GIVEN that by a security agreement made between SIF AMBER (3.5) PROJECTS LP, as Borrower, and FARM CREDIT CANADA, as Secured Party, a security interest has been created in:

(a) all of your present and after-acquired solar installations, including, but not limited to, the generating facility, the electrical connection line from the generating facility to the connection point and the LF/HV transformer near the connection point, together with all present and after acquired attachments, accessories and accessions located at or used in connection with FIT contract No. F-006089-SPV-310-528, and

(b) all of your present and after-acquired rooftop photovoltaic units together with all present and after acquired attachments, accessories and accessions.

The collateral is located or is affixed or is to be affixed to the property described in PIN 35281-0153 (LT)

LRO # 11 **Notice Of Security Interest** **Registered as CT153109** on 2018 05 02 at 10:47

The applicant(s) hereby applies to the Land Registrar. yyyy mm dd

Properties

PIN	35318 - 0197 LT
Description	PT RDAL BTN LT 10 AND 11 CON 1 MALAHIDE CLOSED BY UNREGISTERED BYLAW # 883; PT LT 11-12 CON 1 MALAHIDE AS IN E125291; MALAHIDE
Address	4548 HALF MOON RD AYLMER

Consideration

Consideration $5,573,357.00

Applicant(s)

Name	FARM CREDIT CANADA
Address for Service	Loan Administration Centre 1133 St. George Blvd., Suite 200 Moncton, NB E1E 4E1

Under a notice of security agreement made between SIF AMBER (PROJECTS) LP, 150 Bridgeland Avenue, Suite 202, Toronto, ON M6A 1Z5, the debtor and the applicant, the secured party a security interest has been created in good and fixtures. The collateral is located or affixed or is to be affixed to the selected PIN

I, KENT CUNNINGTON, Senior Corporate Credit Manager, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Signed By

Matthijs Jacob Jochem Van Gaalen	One Main Street West Hamilton L8P 4Z5	acting for Applicant(s)	Signed	2018 05 02

Tel 905-540-8208

Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS)	One Main Street West Hamilton L8P 4Z5	2018 05 02

Tel 905-540-8208

Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee	$63.65
Total Paid	$63.65

File Number

Applicant Client File Number : H205617

SCHEDULE TO NOTICE OF SECURITY INTEREST – Marjorie Bossuyt

SIF AMBER (3.5) PROJECTS GP INC. is the general partner of the limited partnership, SIF AMBER (3.5) PROJECTS LP.

NOTICE IS HEREBY GIVEN that by a security agreement made between SIF AMBER (3.5) PROJECTS LP, as Borrower, and FARM CREDIT CANADA, as Secured Party, a security interest has been created in:

(a) all of your present and after-acquired solar installations, including, but not limited to, the generating facility, the electrical connection line from the generating facility to the connection point and the LF/HV transformer near the connection point, together with all present and after acquired attachments, accessories and accessions located at or used in connection with FIT contract No. F-006048-SPV-310-527, and

(b) all of your present and after-acquired rooftop photovoltaic units together with all present and after acquired attachments, accessories and accessions.

The collateral is located or is affixed or is to be affixed to the property described in PIN 35318-0197 (LT)

Properties

PIN	35289 - 0110 LT
Description	PT LT 74-77 CON NTR MALAHIDE PT 1 11R6455, AS IN E416330 (THIRDLY); DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN E416330; MALAHIDE
Address	47734 TALBOT LINE AYLMER

Consideration

Consideration $5,573,357.00

Applicant(s)

Name	FARM CREDIT CANADA
Address for Service	Loan Administration Centre 1133 St. George Blvd., Suite 200 Moncton, NB E1E 4E1

Under a notice of security agreement made between SIF AMBER (3.5) PROJECTS LP, 150 Bridgeland Avenue, Suite 202, Toronto, ON M6A 1Z5, the debtor and the applicant, the secured party a security interest has been created in goods and fixtures. The collateral is located or affixed or is to be affixed to the selected PIN

I, KENT CUNNINGTON, Senior Corporate Credit Manager, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Schedule: See Schedules

Signed By

Matthijs Jacob Jochem Van Gaalen	One Main Street West Hamilton L8P 4Z5	acting for Applicant(s)	Signed	2018 05 02

Tel 905-540-8208

Fax 905-523-2518

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

G-WLG LP (A.K.A. GOWLINGS)	One Main Street West Hamilton L8P 4Z5	2018 05 02

Tel 905-540-8208

Fax 905-523-2518

Fees/Taxes/Payment

Statutory Registration Fee	$63.65
Total Paid	$63.65

File Number

Applicant Client File Number : H205617

SCHEDULE TO NOTICE OF SECURITY INTEREST – Skipwell Farms Inc.

SIF AMBER (3.5) PROJECTS GP INC. is the general partner of the limited partnership, SIF AMBER (3.5) PROJECTS LP.

NOTICE IS HEREBY GIVEN that by a security agreement made between SIF AMBER (3.5) PROJECTS LP, as Borrower, and FARM CREDIT CANADA, as Secured Party, a security interest has been created in:

(a) all of your present and after-acquired solar installations, including, but not limited to, the generating facility, the electrical connection line from the generating facility to the connection point and the LF/HV transformer near the connection point, together with all present and after acquired attachments, accessories and accessions located at or used in connection with FIT contract No. F-006046-SPV-310-528, and

(b) all of your present and after-acquired rooftop photovoltaic units together with all present and after acquired attachments, accessories and accessions.

The collateral is located or is affixed or is to be affixed to the property described in PIN 35289-0110 (LT)

This is Exhibit "M" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

GOWLING WLG

Dom Glavota
Direct +1 416 862 3607
Direct Fax +1 416 863 3607
dom.glavota@gowlingwlg.com
File No. T1023064.1

January 16, 2023

Private and Confidential

BY EMAIL

SIF AMBER (3.5) PROJECTS LP.
34 King Street East, Suite 700
Toronto, ON M5C 2X8
Attention: Adam S. Heinrich

Dear Sir/Madam:

RE: Credit agreement dated December 21, 2016 between FARM CREDIT CANADA ("**FCC**"), as lender, SIF AMBER (3.5) PROJECTS LP (the "**Borrower**"), as borrower, and SIF AMBER (3.5) PROJECTS GP INC. (the "**Guarantor**"), as guarantor, as previously amended by amendment no.1 dated December 22, 2016, amendment no.2 dated March 20, 2017, amendment no. 3 dated April 6, 2017, amendment no. 4 dated October 23, 2018 and amendment no. 5 dated May 15, 2020 ("**Amendment No. 5**") executed by FCC and each of the Borrower, the Guarantor, SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC. ("**SIF**") and AMBER ENERGY CO-OPERATIVE INC. ("**Amber**") (collectively, the "**Credit Parties**" and each a "**Credit Party**") (as it may be further amended, restated, replaced, renewed, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

We are the solicitors for FCC in relation to the captioned matter and are writing on FCC's behalf.

As of the date of this letter certain Events of Default (as defined in the Credit Agreement) have occurred including, but not limited to, the failure by the Borrower to make the principal and interest payment when due on December 31, 2019 and March 31, 2020 and on January 24, 2020 (the "**Existing Defaults**"), FCC demanded (the "**Demand**") repayment from the Borrower and the Guarantor of the Obligations (as defined in the Credit Agreement) on or before February 7, 2020 and issued a Notice of Intention to Enforce Security against the Borrower and the Guarantor in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notices**"). The Borrower has advised FCC that it is unable to repay the Obligations pursuant to the Demand and BIA Notices and that the current Financial Model indicates that there are insufficient cash proceeds from the Projects to repay the Obligations. Amendment No. 5 was entered into by the parties thereto in order to facilitate the continued operations of the Borrower and the Guarantor and to maximize the repayment of the Obligations to FCC.

Pursuant to Amendment No. 5 the Borrower and the Guarantor confirmed, acknowledged and agreed, *inter alia*, that: (i) the Existing Defaults occurred and are continuing, each of which constitutes an Event of Default under the Loan Documents and FCC has not waived the Existing Defaults and nothing contained in Amendment No. 5 were deemed to constitute a waiver of the Existing Defaults; (ii) the Borrower and the Guarantor consented to the immediate enforcement of all or any part of the rights and remedies accorded to FCC under the Loan Documents and Applicable Law in any manner determined by FCC; and (iii) FCC has the right to immediately exercise all or any part of its rights and remedies under this Credit Agreement, any of the Loan Documents or under applicable law including, but not limited to, enforce all of FCC's rights under the Loan Documents in each case without any further notice, passage of time or forbearance of any kind or to apply to the Court for the appointment of a receiver, receiver and manager or interim receiver, or, privately appoint a receiver and manager or receiver.

FCC and the Credit Parties entered into without prejudice discussions to explore possible settlement terms upon which, *inter alia*, the Borrower and the Guarantor would agree to forthwith repay part of the Obligations to FCC in, FCC would agree to release the security interests and liens arising from the Loan Document and the parties would exchange full and final releases. To date the Credit Parties have not agreed to binding settlement terms.

We have been instructed by FCC to offer the following settlement terms (collectively, the "**Settlement Transaction**"): (i) the Borrower shall pay FCC $2,200,000 as a full and final settlement of the Obligations; (ii) FCC and the Credit Party Releasors (as defined in Amendment No. 5) shall execute a full and final mutual release on terms substantially similar to those set out in Amendment No. 5; (iii) FCC shall discharge all liens and security interests arising from the Loan Documents; and (iv) the payment by the Borrower of the $2,200,000 to FCC and the exchange of the mutual release and security discharges shall be executed and delivered on or before February 17, 2023.

This settlement offer is open until 5 pm on January 20, 2023. If we do not receive a response to this offer by 5 pm on January 20, 2023 or the Settlement Transaction does not close by February 17, 2023 FCC reserves its rights to take such further steps as it deems necessary to recover payment, including enforcement of its security under the Loan Documents.

Neither this offer to settle nor FCC's failure to take steps to immediately enforce its security will in any way constitute a waiver of existing or subsequent Events of Default under the Credit Agreement or any other Loan Documents. FCC expressly reserves its rights to exercise at any time any and all remedies available to it by reason of any existing or subsequent Events of Default.

Gowling WLG (Canada) LLP

Dom Glavota
Partner

cc: Borrower's counsel

This is Exhibit "N" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2E7B29C04CC6424

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Fisher, Heather

From:	Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent:	January-20-23 3:11 PM
To:	Glavota, Dom
Cc:	Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com); Inman, Jason
Subject:	FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle
Attachments:	FCC, SIF Amber 3.5 - Notice of Default and offer to settle (Jan_22 payment) (55009356.3).pdf

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Hi Dom;

Please accept this email as our acceptance of the attached offer to settle on behalf of the Amber 3.5 GP.

Warm Regards,

Adam S. Heinrich

Adam Heinrich | President - CEO

PARITY MANAGEMENT AND CONSULTING INC

Web | LinkedIn
aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: January-16-23 8:36 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>

Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Please see attached.

Dom

Dom Glavota
Partner

GOWLING WLG

T +1 416 862-3607
dom.glavota@gowlingwlg.com

Gowling WLG (Canada) LLP
1 First Canadian Place
100 King Street West
Suite 1600
Toronto, Ontario M5X 1G5 Canada

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: December-14-22 9:46 AM
To: Inman, Jason <jason.inman@fcc-fac.ca>; Roman Morozov <roman@paritymc.ca>
Cc: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>; Rob Stelzer (Rob.Stelzer@ca.gt.com) <rob.stelzer@ca.gt.com>; Collins, David <David.Collins@ca.gt.com>; Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Vanden Hengel, Benjamin <benjamin.vandenhengel@fcc-fac.ca>
Subject: RE: FCC Loans

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Good Morning Jason;

Yes, agreed we will meet with Grant Thorton before we meet again as a group.

We have reviewed their model and assumptions internally and discussed with our team, we will review our adjustments and reasoning for those today and then provide an outline of an offer later today for FCC to consider so we can hopefully advance this forward swiftly and complete a closing before the end of March 2023.

Also please add Maria Nathanail to the conversation when FCC counsel is included in the conversation.

Warm Regards,

Adam

Adam Heinrich | President - CEO

Web | LinkedIn
aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Inman, Jason <jason.inman@fcc-fac.ca>
Sent: December-14-22 5:33 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>; Roman Morozov <roman@paritymc.ca>
Cc: Glavota, Dom <dom.glavota@gowlingwlg.com>; Rob Stelzer (Rob.Stelzer@ca.gt.com) <rob.stelzer@ca.gt.com>; Collins, David <David.Collins@ca.gt.com>; Vanden Hengel, Benjamin <benjamin.vandenhengel@fcc-fac.ca>
Subject: FCC Loans

Adam,

FCC understood that you were meeting with Grant Thornton yesterday to review the figures in the model and that today's meeting would be to discuss the key issues from your discussion yesterday. We understand this meeting was cancelled by you.

It is imperative and appropriate for your firm to meet with Grant Thornton to review and discuss the numbers first, before we come back together for the discussion. This is the purpose of GT's engagement.

Grant Thornton will connect with you to arrange a new time following which, we'll reconnect as a group for a more informed discussion on any key points.

Thank you.

Jason Inman
Senior Account Manager Special Credit
Directeur principal de comptes, Crédit spécial
FCC I FAC
4-5 Lower Malpeque Rd.
Charlottetown, PE C1E 1R4
Cell. : 902-393-4543 Fax. : 613-271-1352
fcc.ca / fac.ca

FCC social media / Médias sociaux FAC

DREAM. GROW. THRIVE.
RÊVER. BÂTIR. RÉUSSIR.

This is Exhibit "O" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424...

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Fisher, Heather

From: Glavota, Dom
Sent: June-21-23 5:58 PM
To: Adam S. Heinrich
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com); Inman, Jason; Graham Dyer
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, given that the Borrower has rejected FCC's terms to extend the closing date of the Settlement Transaction the parties no longer have binding settlement terms. Accordingly, the Borrower is obligated to repay in full all indebtedness and liabilities owed to FCC. FCC reserves its rights to take such further steps as it deems necessary to recover payment of all indebtedness owed to it, including enforcement of its security under the Loan Documents. FCC expressly reserves its rights to exercise at any time any and all remedies available to it by reason of any existing or subsequent Events of Default.

Dom

Dom Glavota
Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: June-21-23 5:22 PM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

---

Good Afternoon Dom;

As mentioned on my previous email we are in agreement to pay FCC interest on the 2.2 Million settlement in advance to the end of June and we will of course agree to pay interest up to an including the day the financing has closed with CWB.

We will not agree to pay further finance or forbearance fees, we have already paid substantial fees and costs in this situation due to the historical actions of FCC and former management.

Rob Mabe, has been in communication with Jason to ensure him that we have provided CWB with everything that is needed complete the financing and we will continue do all we can to close the re-financing as quickly as possible.

We are updating the reports and will provide the May 31st report as well as the utility generation reports and bank statements within the next few days.

Warm Regards,

Adam

Adam Heinrich |President/CEO

PARITY CAPITAL CORP

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aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: Tuesday, June 20, 2023 7:22 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, I have not heard from you in respect of the extension terms in respect of the settlement letter proposed below. Please get back to me by 5pm today with your response and the wire particulars of any payments.

If the parties cannot agree to terms in respect of the extension of the settlement letter the Borrower remains obligated to report to FCC in respect of the prior month's revenue and expenses and pay FCC the amounts owed to FCC by the 5th day of the month. FCC has not received the reporting for the period ending May 31, 2023 and it has not received the required payment for such period. If you do not provide the required reporting and pay FCC what it is owed to FCC by 5pm today FCC reserves its rights to take such further steps as it deems necessary to recover the indebtedness owed by the Borrower to FCC, including enforcement of its security.

Dom

Dom Glavota
Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Sent: June-15-23 12:11 PM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, FCC does not accept your proposal. FCC is willing to extend the payment date from June 14, 2023 to June 19, 2023 for the payment of the $35,471.40 required by point 1 below together with the payment of any amounts due to FCC on June 19, 2023 pursuant to the May 2023 Payment Calculation. All other terms and conditions continue to apply. FCC reserves all of its rights, powers, privileges and remedies available to FCC should the Borrower not accept these terms on or before June 19, 2023 and make the required payments.

Dom

Dom Glavota
Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: June-15-23 7:32 AM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Good Morning Dom;

My apologies for not responding sooner as I was travelling for business Monday, and in meetings back to back and had to discuss the below with the General Partners, Counsel and also confirm the realistic timeline to close with Rob Mabe at CWB on the facility as this is now a little out of our hands as we have provided everything they need in a drop box for Rob and his time to complete the financing.

In reviewing the below and considering the past events we cannot agree to the terms that FCC is proposing. What we can agree to and what we believe is fair consider the situation, the history and how we got here in the first place is we will continue to prepay interest on the balance of the 2.2 Million settlement to the end of month at the current market rate. We do not think it is appropriate or fair for FCC to be asking for further exorbitant fees at this time as Amber 3.5 needs to conserve all its cash to be able to pay the closing costs of this transaction.

In regards to timing, I talk with Rob Mabe yesterday and he mentioned he would call Jason today to give him a realistic timeline of closing the financing today so you can all be assured that we are doing everything on our part to move this forward as quickly as we can.

Warm Regards,

Adam

Adam Heinrich | President - CEO

PARITY
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aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: Monday, June 12, 2023 11:27 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, FCC has agreed to your request for an extension to June 30, 2023 to facilitate the closing with CWB provided that:

1. The Borrower has paid FCC $35,471.40 (allocated as a forbearance fee of $25,000 (the "Forbearance Fee") + $10,471.40 for 30 days of interest) by wire to GWLG's trust account by end of day Wednesday June 14, 2023 which $35,471.40 is in addition to the the $2,200,000 contemplated in the settlement letter;
2. On or before June 19, 2023 the Borrower shall provide FCC an updated FCC payment calculation for the month end May, 2023 (the "May 2023 Payment Calculation") and the Borrower shall pay FCC by wire to GWLG's trust account any amounts due to FCC pursuant to the May 2023 Payment Calculation in addition to the $2,200,000 contemplated in the settlement letter;
3. If the $2,200,000 is not paid to FCC on or before June 30, 2023, then on or before July 17, 2023 the Borrower shall:
    a. provide FCC with an updated FCC payment calculation for the month end June, 2023 (the "June 2023 Payment Calculation") provided that the Extension Fee of $5,000 (referenced in the email below dated June 2, 2023) and the Forbearance Fee of $25,000 shall not be included as a an expense reducing the total payment to FCC in the June 2023 Payment Calculation and instead the Approved Cash Buffer shall be reduced from $10,000 to $5,000 and the Approved Unscheduled Maintenance Reserve shall be reduced from $30,000 to $5,000; and
    b. the Borrower shall pay FCC by wire to GWLG's trust account any amounts due to FCC pursuant to the June 2023 Payment Calculation in addition to the $2,200,000 contemplated in the settlement letter; and
4. All other terms and conditions continue to apply.

Dom

Dom Glavota
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GOWLING WLG

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GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: June-02-23 2:26 PM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

This message originated from outside of Gowling WLG. | Ce message provient de l’extérieur de Gowling WLG.

Hi Dom;

We will send the $5000 on Monday.

Have a great weekend.

Thank you,

Adam

Adam Heinrich | President - CEO

PARITY
MANAGEMENT AND CONSULTING
INC

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aheinrich@paritymc.ca
Direct (416) 578-0889

Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: Friday, June 2, 2023 11:18 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, please send the $5,000 extension fee by Monday. Confirmed that the $25,506.85 was paid in April.

Dom

Dom Glavota
Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: June-02-23 11:45 AM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Dom;

Thank you for your email;

I appreciate the offer from FCC.
To clarify the attached that was sent to Jason on Tuesday May 30th there are two amounts that make up the $31,877 in the Attached spreadsheet the first amount is the $25,506.85 that was already sent to Gowlings on April 17th please see the attached wire.
The second amount is a return of funds for the winter reserves, I have had Janet initiate a wire for the payment of those funds today as they form part of the previous agreement with FCC and should have been paid earlier in May.

If you would still like to extend the extension with the $5000 extension and the remaining terms we are in agreement and will have the amount sent to you by end of day on Monday.

Thank you,

Adam

Adam Heinrich | President - CEO

PARITY MANAGEMENT AND CONSULTING INC

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aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: Friday, June 2, 2023 7:26 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, I spoke with FCC about this and given the extenuating circumstances with Rob Mabe at CWB FCC is willing to provide a short extension to Friday June 9, 2023 for you to further explore refinancing options with CWB provided that:

1. The Borrower has paid FCC $36,877 ($31,877 (amount due under April 2023 Payment Calculation) and $5,000 (extension fee)) by wire to GWLG's trust account by end of day Monday June 5, 2023. This amount is in addition to the $2,200,000 contemplated in the settlement letter;
2. On or June 9, 2023 the Borrower shall provide FCC with an update on the status of the potential refinancing with CWB and the proposed timing of the completion of such refinancing. FCC is not committing to grant any further extensions and reserves the right to charge further extension fees and require additional payments based on an updated FCC payment calculation for the month end May, 2023 or any month thereafter which amounts shall be in addition to the $2,200,000 settlement amount; and
3. All other terms and conditions continue to apply.

Dom

Dom Glavota

Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: April-17-23 6:14 PM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Jason Inman (jason.inman@fcc-fac.ca) <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Dom,

We accept the terms of the extension offered by FCC.

Thank you,

Adam

Adam Heinrich | President - CEO

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aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: Monday, April 17, 2023 3:10 PM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>

Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Jason Inman (jason.inman@fcc-fac.ca) <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, I confirm receipt of the $25,506.85.

Dom

Dom Glavota
Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Sent: April-14-23 6:33 PM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Jason Inman (jason.inman@fcc-fac.ca) <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, no further extensions beyond May 30, 2023 will be agreed to by FCC. FCC has agreed to your request for an extension to May 30, 2023 provided that:

1. The Borrower has paid FCC $25,506.85 ($23,506.85 + $1,500) by wire to GWLG's trust account by end of day Monday April 17, 2023;
2. On or before April 21, 2023 the Borrower shall pay FCC by wire to GWLG's trust account any amounts due to FCC pursuant to the March 2023 Payment Calculation (as defined in the email below) in addition to the $2,200,000 contemplated in the settlement letter;
3. If the $2,200,000 is not paid to FCC on or before May 19, 2023, then on May 19, 2023 the Borrower shall provide FCC with an updated FCC payment calculation for the month end April, 2023 (the "April 2023 Payment Calculation") and the Borrower shall pay FCC by wire to GWLG's trust account any amounts due to FCC pursuant to the April 2023 Payment Calculation in addition to the $2,200,000 contemplated in the settlement letter; and
4. All other terms and conditions continue to apply.

Dom

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GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: April-13-23 4:32 PM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Jason Inman (jason.inman@fcc-fac.ca) <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Good Afternoon Dom;

I wanted to get back you on this yesterday but had to discuss the timeline with Rob Mabe at CWT to ensure we would not be back at this again in a few weeks. Rob has asked that we get an extension to the end of May to be safe as he is confident we have this all completed by then. The Trusts – are prepared to offer FCC the following for an extension to the end of May. I would suggest we do May 30th which is a Tuesday.

We are prepared to offer FCC 6.5% on the 2.2 Million Settlement for the 60 days
6.5% * 2.2 Mil /365 *60 days April/May = $23,506.85
Plus a $1500.00 Extension Fee.

I am sure you can appreciate Dom that FCC calculating interest on the total loan at this point would not be appropriate after we have negotiated a settlement and not something I would agree to considering the history and I am sure we don't want to open all that up again so let's keep moving forward.

Warm Regards,

Adam

Adam Heinrich |President/CEO
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Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: Tuesday, April 11, 2023 9:33 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Jason Inman (jason.inman@fcc-fac.ca) <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, I talked to FCC about your request to reduce the $16,400.00 to $12,145.20 as a condition of the extension from March 31, 2023 to April 28, 2023 and FCC cannot accept your request. You calculation below is only on the settlement amount rather than the full amount of the outstanding debt and it does not take into account the costs FCC is incurring as a result of the extension request.

FCC is agreeable to a further extension of the closing date from March 31, 2023 to April 28, 2023 on the following terms:

1. On or before April 13, 2023 the Borrower pays FCC an extension fee of $16,400 in addition to the $2,200,000 contemplated in the attached settlement letter;
2. On or before April 13, 2023 the Borrower provides FCC with an updated FCC payment calculation for the months of January, 2023 and February, 2023 (see attached scheduled previously delivered for the period ending December 31, 2022) (the "Jan/Feb 2023 Payment Calculation");
3. On or before April 13, 2023 the Borrower pays any amounts due to FCC pursuant to the Jan/Feb 2023 Payment Calculation in addition to the $2,200,000 contemplated in the attached settlement letter;
4. On or before April 17, 2023 the Borrower provides FCC with an updated FCC payment calculation for the month end March, 2023 (the "March 2023 Payment Calculation");
5. On or before April 21, 2023 the Borrower pays any amounts due to FCC pursuant to the March 2023 Payment Calculation in addition to the $2,200,000 contemplated in the attached settlement letter;
6. The Borrower wires all of the above payments to Gowling WLG (Canada) LLP pursuant to the attached wire instructions by the dates noted above; and
7. All other terms and conditions of the settlement letter remain in effect.

If on or before 5pm on April 13, 2023 you do not:

(i) confirm your acceptance of these terms;
(ii) deliver the report required by paragraph 2 above; and
(iii) make the payments set out in paragraphs 1 and 3 above,

this offer from FCC to extend the payment date in respect of the $2,200,000 from March 31, 2023 to April 28, 2023 will be null and void.

If you do not: (i) meet you're the requirements set out above by 5pm on April 13, 2023; (ii) make the payments of any of the amounts set out above by the dates specified, or (iii) the Settlement Transaction does not close by April 28, 2023, FCC reserves its rights to take such further steps as it deems necessary to recover payment, including enforcements of its security.

Dom

Dom Glavota
Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: April-06-23 3:14 PM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>; Jason Inman (jason.inman@fcc-fac.ca) <jason.inman@fcc-fac.ca>; Graham Dyer <graham.dyer@farms.com>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Hi Dom;

I am sending an additional email with the Jan/Feb dept payment calculation and the Generation Statements and Bank Statements to support it.
There are no amounts due as in previous years.

We are agreeable to everything below except the $16,400.00 as the offer we made of the following we believe was more than fair for the extension we requested to April 28th.
6.5% * 2.2 Mil /365 *31 days in March 2023 =a $12,145.20

If FCC would like to consider the extension to a May 15th closing then the $16,400.00 extension fee would be an appropriate amount and we would be agreeable to that and the remaining terms.

Warm Regards,

Adam

Adam Heinrich | President - CEO

PARITY
MANAGEMENT AND CONSULTING INC

Web | LinkedIn
aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: Friday, March 31, 2023 6:49 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, I have discussed your email below with FCC and FCC is agreeable to a further extension of the closing date from March 31, 2023 to April 28, 2023 on the following terms:

1. On or before April 6, 2023 the Borrower pays FCC an extension fee of $16,400 in addition to the $2,200,000 contemplated in the attached settlement letter;
2. On or before April 6, 2023 the Borrower provides FCC with an updated FCC payment calculation for the months of January, 2023 and February, 2023 (see attached scheduled previously delivered for the period ending December 31, 2022) (the "Jan/Feb 2023 Payment Calculation");
3. On or before April 6, 2023 the Borrower pays any amounts due to FCC pursuant to the Jan/Feb 2023 Payment Calculation in addition to the $2,200,000 contemplated in the attached settlement letter;
4. On or before April 17, 2023 the Borrower provides FCC with an updated FCC payment calculation for the month end March, 2023 (the "March 2023 Payment Calculation");
5. On or before April 21, 2023 the Borrower pays any amounts due to FCC pursuant to the March 2023 Payment Calculation in addition to the $2,200,000 contemplated in the attached settlement letter;
6. The Borrower wires all of the above payments to Gowling WLG (Canada) LLP pursuant to the attached wire instructions by the dates noted above; and
7. All other terms and conditions of the settlement letter remain in effect.

If on or before 5pm on April 6, 2023 you do not:
(i) confirm your acceptance of these terms;
(ii) deliver the report required by paragraph 2 above; and
(iii) make the payments set out in paragraphs 1 and 3 above,
this offer from FCC to extend the payment date in respect of the $2,200,000 from March 31, 2023 to April 28, 2023 will be null and void.

If you do not: (i) meet you're the requirements set out above by 5pm on April 6, 2023; (ii) make the payments of any of the amounts set out above by the dates specified, or (iii) the Settlement Transaction does not close by April 28, 2023, FCC reserves its rights to take such further steps as it deems necessary to recover payment, including enforcements of its security.

Dom

Dom Glavota
Partner

T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: March-30-23 6:03 PM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

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Hi Dom;

We have reviewed below, we will need more time review the request from FCC to consider all the facts and discuss with our counsel.

1. Maria is out of town until April 10th but can respond by email once we have compiled all the information.
2. The revenue for March cannot be confirmed until after April 20th but we will estimate it from our monitoring data

We request you extend this to April 6th for our consideration.

Thank you,

Adam

Adam Heinrich | President - CEO

PARITY
MANAGEMENT AND CONSULTING INC

Web | LinkedIn
aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: Tuesday, March 28, 2023 5:57 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason

<jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, I have discussed the extension request with FCC and FCC is agreeable to a further extension of the closing date from March 31, 2023 to April 28, 2023 on the following terms:

1. On or before March 31, 2023 the Borrower pays FCC an extension fee of $16,400 in addition to the $2,200,000 contemplated in the attached settlement letter;
2. On or before March 31, 2023 the Borrower provides FCC with an updated FCC payment calculation for the months of January, 2023 and February, 2023 (see attached scheduled previously delivered for the period ending December 31, 2022) (the "Jan/Feb 2023 Payment Calculation");
3. On or before April 4, 2023 the Borrower pays any amounts due to FCC pursuant to the Jan/Feb 2023 Payment Calculation in addition to the $2,200,000 contemplated in the attached settlement letter;
4. On or before April 17, 2023 the Borrower provides FCC with an updated FCC payment calculation for the month end March, 2023 (the "March 2023 Payment Calculation");
5. On or before April 21, 2023 the Borrower pays any amounts due to FCC pursuant to the March 2023 Payment Calculation in addition to the $2,200,000 contemplated in the attached settlement letter;
6. The Borrower wires all of the above payments to Gowling WLG (Canada) LLP pursuant to the attached wire instructions; and
7. All other terms and conditions of the settlement letter remain in effect.

Please confirm your acceptance of these terms on or before 5pm on March 30, 2023 failing which this offer from FCC to extend the payment date in respect of the $2,200,000 from March 31, 2023 to April 28, 2023 will be null and void.

Dom

Dom Glavota
Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Sent: February-17-23 9:39 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Adam, FCC is agreeable to extending the closing date in the attached letter from February 17, 2023 to March 17, 2023 provided that the Borrower pays FCC an extension fee of $16,400 on or before February 28, 2023 in addition to the $2,200,000 contemplated in the attached letter. Please confirm your acceptance of this by 5pm on February 17, 2023. All other terms and conditions of the settlement letter remain in effect.

If you accept the terms I will send you the wire particulars for our trust account to send GWLG the extension fee.

Dom

Dom Glavota

Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: February-16-23 9:59 AM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Hi Dom;

We have run into and issue with our lender on this Dejardins.
I thought I would be coming to you today to ask for a 1-2 week extension for closing as all approvals were in place.

They missed an internal policy that they don't lend on a projects coming out of special loans.
We are pushing with 3 other lenders but are not as far advanced with them on the underwriting process.
Will FCC consider a 30 day extension? We realize this should come with a cost. Would $10,000 be sufficient?

Thank you,

Adam

Adam Heinrich | President - CEO

PARITY
MANAGEMENT AND CONSULTING INC

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aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: January-21-23 7:07 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>

Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: RE: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Thanks Adam, we will get started on putting together documents for Maria's review.

Dom

Dom Glavota
Partner
T +1 416 862 3607
dom.glavota@gowlingwlg.com

GOWLING WLG

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: January-20-23 3:11 PM
To: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

This message originated from outside of Gowling WLG. | Ce message provient de l'extérieur de Gowling WLG.

Hi Dom;

Please accept this email as our acceptance of the attached offer to settle on behalf of the Amber 3.5 GP.

Warm Regards,

Adam S. Heinrich

Adam Heinrich | President - CEO

PARITY
MANAGEMENT AND CONSULTING INC

Web | LinkedIn
aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Glavota, Dom <Dom.Glavota@gowlingwlg.com>
Sent: January-16-23 8:36 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Cc: Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Inman, Jason <jason.inman@fcc-fac.ca>
Subject: FARM CREDIT CANADA re SIF AMBER (3.5) PROJECTS LP - Letter re Default and Offer to Settle

Please see attached.

Dom

Dom Glavota
Partner

GOWLING WLG

T +1 416 862-3607
dom.glavota@gowlingwlg.com

Gowling WLG (Canada) LLP
1 First Canadian Place
100 King Street West
Suite 1600
Toronto, Ontario M5X 1G5 Canada

From: Adam S. Heinrich <aheinrich@adamheinrich.ca>
Sent: December-14-22 9:46 AM
To: Inman, Jason <jason.inman@fcc-fac.ca>; Roman Morozov <roman@paritymc.ca>
Cc: Glavota, Dom <Dom.Glavota@ca.gowlingwlg.com>; Rob Stelzer (Rob.Stelzer@ca.gt.com) <rob.stelzer@ca.gt.com>; Collins, David <David.Collins@ca.gt.com>; Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com) <mnathanail@mcleod-law.com>; Vanden Hengel, Benjamin <benjamin.vandenhengel@fcc-fac.ca>
Subject: RE: FCC Loans

Good Morning Jason;

Yes, agreed we will meet with Grant Thorton before we meet again as a group.

We have reviewed their model and assumptions internally and discussed with our team, we will review our adjustments and reasoning for those today and then provide an outline of an offer later today for FCC to consider so we can hopefully advance this forward swiftly and complete a closing before the end of March 2023.

Also please add Maria Nathanail to the conversation when FCC counsel is included in the conversation.

Warm Regards,

Adam

Adam Heinrich | President - CEO

PARITY
MANAGEMENT AND CONSULTING INC

Web | LinkedIn
aheinrich@paritymc.ca
Direct (416) 578-0889
Toronto, ON

From: Inman, Jason <jason.inman@fcc-fac.ca>
Sent: December-14-22 5:33 AM
To: Adam S. Heinrich <aheinrich@adamheinrich.ca>; Roman Morozov <roman@paritymc.ca>
Cc: Glavota, Dom <dom.glavota@gowlingwlg.com>; Rob Stelzer (Rob.Stelzer@ca.gt.com) <rob.stelzer@ca.gt.com>; Collins, David <David.Collins@ca.gt.com>; Vanden Hengel, Benjamin <benjamin.vandenhengel@fcc-fac.ca>
Subject: FCC Loans

Adam,

FCC understood that you were meeting with Grant Thornton yesterday to review the figures in the model and that today's meeting would be to discuss the key issues from your discussion yesterday. We understand this meeting was cancelled by you.

It is imperative and appropriate for your firm to meet with Grant Thornton to review and discuss the numbers first, before we come back together for the discussion. This is the purpose of GT's engagement.

Grant Thornton will connect with you to arrange a new time following which, we'll reconnect as a group for a more informed discussion on any key points.

Thank you.

Jason Inman
Senior Account Manager Special Credit
Directeur principal de comptes, Crédit spécial
FCC I FAC
4-5 Lower Malpeque Rd.
Charlottetown, PE C1E 1R4
Cell. : 902-393-4543 Fax. : 613-271-1352
fcc.ca / fac.ca
FCC social media / Médias sociaux FAC

DREAM. GROW. THRIVE.
RÊVER. BÂTIR. RÉUSSIR.

This is Exhibit "P" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Heather Fisher

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

GOWLING WLG

Dom Glavota
Direct +1 416 862 3607
Direct Fax +1 416 863 3607
dom.glavota@gowlingwlg.com
File No. T1023064.1

July 10, 2023

Private and Confidential

BY EMAIL aheinrich@adamheinrich.ca

SIF AMBER (3.5) PROJECTS LP.
34 King Street East, Suite 700
Toronto, ON M5C 2X8
Attention: Adam S. Heinrich

Dear Sir/Madam:

RE: Credit agreement dated December 21, 2016 between FARM CREDIT CANADA ("**FCC**"), as lender, SIF AMBER (3.5) PROJECTS LP (the "**Borrower**"), as borrower, and SIF AMBER (3.5) PROJECTS GP INC. (the "**Guarantor**"), as guarantor, as previously amended by amendment no.1 dated December 22, 2016, amendment no.2 dated March 20, 2017, amendment no. 3 dated April 6, 2017, amendment no. 4 dated October 23, 2018 and amendment no. 5 dated May 15, 2020 ("**Amendment No. 5**") executed by FCC and each of the Borrower, the Guarantor, SOLAR INCOME FUND LP (#6) by its general partner, SOLAR POWER INCOME FUND GP #6 INC. ("**SIF**") and AMBER ENERGY CO-OPERATIVE INC. ("**Amber**") (collectively, the "**Credit Parties**" and each a "**Credit Party**") (as it may be further amended, restated, replaced, renewed, supplemented or otherwise modified from time to time, the "**Credit Agreement**").

We are the solicitors for FCC in relation to the captioned matter and are writing on FCC's behalf.

As of the date of this letter certain Events of Default (as defined in the Credit Agreement) have occurred including, but not limited to, the failure by the Borrower to make the principal and interest payment when due on December 31, 2019 and March 31, 2020 and on January 24, 2020 (the "**Existing Defaults**"), FCC demanded (the "**Demand**") repayment from the Borrower and the Guarantor of the Obligations (as defined in the Credit Agreement) on or before February 7, 2020 and issued a Notice of Intention to Enforce Security against the Borrower and the Guarantor in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA Notices**"). The Borrower has advised FCC that it is unable to repay the Obligations pursuant to the Demand and BIA Notices and that the current Financial Model indicates that there are insufficient cash proceeds from the Projects to repay the Obligations. Amendment No. 5 was entered into by the parties thereto in order to facilitate the continued operations of the Borrower and the Guarantor and to maximize the repayment of the Obligations to FCC.

Pursuant to Amendment No. 5 the Borrower and the Guarantor confirmed, acknowledged and agreed, *inter alia*, that: (i) the Existing Defaults occurred and are continuing, each of which constitutes an Event of Default under the Loan Documents and FCC has not waived the Existing Defaults and nothing contained in Amendment No. 5 were deemed to constitute a waiver of the Existing Defaults; (ii) the Borrower and the Guarantor consented to the immediate enforcement of all or any part of the rights and remedies accorded to FCC under the Loan Documents and Applicable Law in any manner determined by FCC; and (iii) FCC has the right to immediately exercise all or any part of its rights and remedies under this Credit Agreement, any of the Loan Documents or under applicable law including, but not limited to, enforce all of FCC's rights under the Loan Documents in each case without any further notice, passage of time or forbearance of any kind or to apply to the Court for the appointment of a receiver, receiver and manager or interim receiver, or, privately appoint a receiver and manager or receiver.

A Terminating Event has occurred under Amendment No. 5 due to the Borrower's failure to pay FCC $38,536 arising from the Borrower's operations for the month ending May 31, 203 as required by Amendment No. 5 (the "**Terminating Event**").

FCC expressly reserves its rights to exercise at any time any and all remedies available to it by reason of any existing or subsequent Events of Default and the Terminating Event.

Gowling WLG (Canada) LLP

Dom Glavota
Partner

cc: Borrower's counsel – Maria V. Nathanail - McLeod Law LLP (mnathanail@mcleod-law.com)
FCC

57539632\1

This is Exhibit “Q” referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:
Heather Fisher
2E7B29C04CC6424

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Farm Credit Canada

FCC Detailed Portfolio Summary

Customer Name: SIF Amber (3.5) Projects LP(0200804430)

Credit Facility and Loan	Interest Rate	Interest Term/Type	Available Credit	PND	Accrued Interest	Total Arrears	Payment Frequency	Due Date	Total Next Due	Total Early Pay	Total Owing	Loan Product	End of Amortization	Maturity Date
As Borrower1														
0000629774000 - PPL														
0000629774001 -	5.791%	18 years - Fixed Closed	$0.00	$2,847,671.45	$5,873.46	$618,918.90	Quarterly	2023-09-27	$94,353.46	$0.00	$3,472,463.81	Construction Loan	2036-09-29	2036-09-29
Subtotal CDN:				$2,847,671.45	$5,873.46	$618,918.90					$3,472,463.81			
Totals CDN:				$2,847,671.45	$5,873.46	$618,918.90					$3,472,463.81			

Disclaimer:

-The above is based on information known as of 10-Jul-2023 and does not include any applicable fees, upcoming payments or potential interest rate changes on variable product loans. E. & O.E.- For informational purposes only.

This is Exhibit "R" referred to in the Affidavit of Jason Inman sworn by Jason Inman of the City of Charlottetown, in the Province of Prince Edward Island, before me at the City of Calgary, in the Province of Alberta, on July 12, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

DocuSigned by:

Heather Fisher

2F7B29C04CC6424

Commissioner for Taking Affidavits (or as may be)

HEATHER FISHER

Court File No. ____________________

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

FARM CREDIT CANADA

Applicant

and

SIF AMBER (3.5) PROJECTS LP AND SIF AMBER (3.5) PROJECTS GP INC.

Respondents

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

CONSENT

Grant Thornton Limited hereby consents to act as the Court-appointed Receiver in this proceeding should an Initial Order be granted by the Court.

Dated at Toronto this 12th day of July, 2023.

GRANT THORNTON LIMITED

Per: ______________________________
Name: Rob Stelzer, CPA, CA, CIRP, LIT
Title: Sr. Vice President

FARM CREDIT CANADA Applicant	-and-	SIF AMBER (3.5) PROJECTS LP. et al. Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
LONDON

CONSENT

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Clifton Prophet (34845K)
clifton.prophet@gowlingwlg.com
Tel: 416-862-3509
Heather Fisher (75006L)
heather.fisher@gowlingwlg.com
Tel: 416-369-7202

Tel: 416-862-7525

Lawyers for the applicant

File Number: T1023064.1

FARM CREDIT CANADA -and- SIF AMBER (3.5) PROJECTS LP. et al.
Applicant Respondents

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
LONDON

AFFIDAVIT OF JASON INMAN
SWORN JULY 12, 2023

GOWLING WLG (CANADA) LLP
Barristers & Solicitors
1 First Canadian Place
100 King Street West, Suite 1600
Toronto ON M5X 1G5

Clifton Prophet (34845K)
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Tel: 416-862-3509
Heather Fisher (75006L)
heather.fisher@gowlingwlg.com
Tel: 416-369-7202

Tel: 416-862-7525

Lawyers for the applicant

File Number: T1023064.1