

APPENDIX "XVII"

FEE AGREEMENT

This Fee Agreement is dated as of April 10th, 2013, between BDO Canada Limited ("**BDO**") as court-appointed receiver and manager (the "**Receiver**" or the "**Vendor**") of RA Solar Leasing Inc., a corporation incorporated under the laws of Canada ("**RA Solar**") and Canadian Solar Solutions Inc. ("**Canadian Solar**"), a corporation incorporated under the laws of Canada.

WITNESSETH:

WHEREAS BDO was appointed as Receiver over the property, assets and undertaking of RA Solar on November 26, 2012 pursuant to a court order (the "**Appointment Order**") under the *Bankruptcy and Insolvency Act* (the "**BIA**"), and on January 18, 2013 the court also approved a sale process (the "**Sale Process**") of the assets of RA Solar in the BIA proceedings (the "**Receivership Proceedings**");

AND WHEREAS the Receiver and Canadian Solar have entered into an Asset Purchase Agreement dated April 10th, 2013 (the "**APA**"), whereby the assets or projects of RA Solar identified in the APA (the "**Projects**") are being sold by the Receiver to Canadian Solar;

AND WHEREAS Canadian Solar has agreed to pay the Receiver for all of the receivership costs in the Receivership Proceedings including the payment of the professional fees of the Receiver and the Receiver's Solicitors in the amount agreed upon by the Receiver and Canadian Solar or as approved or authorized by the Court and such payment shall be made on or before closing of the sale transaction under the APA;

AND WHEREAS subject to an order issued by the court approving the sale of the Projects under the APA (the "**Approval and Vesting Order**") and pursuant to the terms of this Fee Agreement, Canadian Solar has agreed to pay the fees and costs of the Receiver in the Receivership Proceedings on the terms and conditions contained herein. Canadian Solar acknowledges that the Receiver's acceptance of this fee arrangement and execution of this Fee Agreement are subject to the terms and conditions contained herein and approval of the court of the Receiver's and Receiver's Solicitor's fees and costs.

NOW THEREFORE, in consideration of the respective covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby (the sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth below:

"**Agreement**" means this Fee Agreement.

"**Appointment Order**" has the meaning set forth in the recitals to this Agreement.

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"BDO" has the meaning set forth in the preamble to this Agreement.

"BIA" has the meaning set forth in the recitals to this Agreement.

"Canadian Solar" has the meaning set forth in the preamble to this Agreement.

"Court" means the Ontario Superior Court of Justice (Commercial List).

"Party" or "Parties" means individually or collectively, as the case may be, the Receiver and Canadian Solar.

"RA Solar" has the meaning set forth in the preamble to this Agreement.

"Receiver" has the meaning set forth in the preamble to this Agreement.

"Receiver's Solicitors" means Fogler, Rubinoff LLP.

"Receivership Proceedings" has the meaning set forth in the recitals to this Agreement.

"Sale Process" has the meaning set forth in the recitals to this Agreement.

1.2 Interpretation

(a) Gender and Number. Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa.

(b) Certain Phrases and Calculation of Time.

- (i) In this Agreement: (i) the words "including" and "includes" mean "including (or includes) without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it; (ii) the terms "hereof", "herein", "hereunder", and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph and Schedule references are to the Articles, Sections, paragraphs and Schedules to this Agreement unless otherwise specified; and (iii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding". If the last day of any such period is not a Business Day, such period will end on the next Business Day.
- (ii) When calculating the period of time "within" which, "prior to" or "following" which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

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(c) Headings, etc. The inclusion of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(d) Currency. All monetary amounts in this Agreement, unless otherwise specifically indicated, are stated in Canadian currency. All calculations and estimates to be performed or undertaken, unless otherwise specifically indicated, are to be expressed in Canadian currency. All payments required under this Agreement shall be paid in Canadian currency in immediately available funds, unless otherwise specifically indicated herein.

(e) Statutory References. Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and to the regulations made under that statute as in force from time to time.

(f) Schedules. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set in full herein. Any capitalized terms used in any Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

2.1 Canadian Solar's Representations

Canadian Solar hereby represents, acknowledges and warrants to the Receiver as follows:

- (a) Canadian Solar shall pay the Receiver for all receivership costs in these Receivership Proceedings including the payment of the professional fees of the Receiver and the Receiver's Solicitors in the amount agreed upon by the Parties or as approved or authorized by the Court (the "**Receivership Funding**").
- (b) The Receivership Funding shall be fully paid to the Receiver on or before the closing or closing date pursuant to the APA;
- (c) The Receiver shall not and shall not be obliged too, close the sale transaction under the APA until and unless it receives the Receivership Funding; and
- (d) The obligation of Canadian Solar to fully pay the Receivership Funding shall apply notwithstanding or in the event Canadian Solar assigns the APA to a third party.

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2.2 Receiver's Representations

The Receiver hereby represents, acknowledges and warrants to Canadian Solar as follows:

- (a) The Receiver has been appointed Receiver of RA Solar pursuant to the Appointment Order;
- (b) The Receiver shall seek court approval of, among other things, the sale of the Projects under the APA, and the Receiver's and the Receiver's Solicitor's fees and costs, before the closing or closing date under the APA; and
- (c) The Receiver shall not close the transaction under the APA until or unless it is paid the Receivership Funding.

ARTICLE 3 COVENANTS AND OTHER AGREEMENTS

3.1 Receivership Funding

(a) The Receiver and Canadian Solar acknowledge that the amount of the Receivership Funding is subject to Court approval.

(b) On or before April 30, 2013, the Receiver shall schedule a motion with the Court to request that the Court make an order for, among other things, approval of the sale of the Projects and approval of the Receiver's and Receiver's Solicitor's fees and costs

ARTICLE 4 CONDITIONS TO THE CLOSING

4.1 Conditions to Receiver's Obligations

The Receiver's obligation to effect the closing under the APA shall be subject to the fulfillment (or express written waiver by the Receiver), at or prior to the closing under the APA, of the conditions set out in the APA and the following additional condition:

- (a) *Funding of Receivership.* Canadian Solar shall have funded the receivership in these Receivership Proceedings including the payment of the professional fees of the Receiver and the Receiver's Solicitors in the amount agreed upon by the Parties or as authorized by the Court.

4.2 Conditions to Canadian Solar's Obligations

Canadian Solar's obligation to effect the closing under the APA shall be subject to the fulfillment (or express written waiver by Canadian Solar), at or prior to the closing under the APA, of the conditions set out in the APA and the following additional condition:

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- (a) *Court Orders*. The Approval and Vesting Order shall have been made and entered including court approval of the Receiver's and Receiver's Solicitor's fees and costs in the Receivership Proceedings.

ARTICLE 5 MISCELLANEOUS

5.1 Remedies

No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

5.2 No Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.3 Consent to Amendments; Waivers

No Party shall be deemed to have waived any provision of this Agreement unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver. This Agreement shall not be amended, altered or qualified except by an instrument in writing signed by all the parties hereto or thereto, as the case may be.

5.4 Successors and Assigns

Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in this Agreement by or on behalf of the Parties hereto or thereto will be binding upon and inure to the benefit of such Parties and their respective successors and permitted assigns.

5.5 Governing Law; Submission to Jurisdiction

(a) Any questions, claims, disputes, remedies or actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the Province of Ontario and the laws of Canada applicable therein without regard to the rules of conflict of laws applied therein or any other jurisdiction;

(b) To the fullest extent permitted by applicable law, each Party: (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the Court, and shall not be brought in any other court in Canada or any court in any other country; (ii) agrees to submit to the exclusive jurisdiction of the Court, as applicable pursuant to the preceding clause (i) for purposes of all legal proceedings arising out of, or in connection

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with, this Agreement or the transactions contemplated hereby; and (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such action brought in Court or any claim that any such action brought in such a court has been brought in an inconvenient forum.

5.6 Notices

All demands, notices, communications and reports provided for in this Agreement may be personally delivered or sent by reputable overnight courier service (delivery charges prepaid), or transmitted by fax or electronically as a PDF file, to any Party at the address specified below, or at such address, to the attention of such other person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this section.

If to Canadian Solar, to:

Canadian Solar Solutions Inc.
545 Speedvale Avenue West
Guelph, ON N1K 1E6

Attention: John Marner, Senior Legal Manager
Fax: (519) 837-2550
E-mail: john.marner@na.canadiansolar.com

With a copy (that shall not constitute notice) to Canadian Solar's lawyer:

WeirFoulds LLP
66 Wellington Street West, Suite 4100
P.O. Box 35, Toronto-Dominion Centre
Toronto, ON M5K 1B7

Attention: Paul D. Guy
Fax: (416) 947-5045
E-mail: pguy@weirfoulds.com

If to the Receiver, to:

BDO Canada Limited
1 City Centre Drive, Suite 1040
Mississauga, Ontario L5B 1M2

Attention: Vince Siciliano, CGA, CIRP, CMC
Fax: 905-615-1333
E-mail: vsiciliano@bdo.ca

With a copy (that shall not constitute notice) to the Receiver's lawyer:

Fogler, Rubinoff, LLP
Lawyers

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Royal Trust Tower, 77 King Street West
Suite 3000, P.O. Box 95
Toronto, ON M5K 1G8

Attention: Vern W. DaRe
Fax: 416-941-8852
E-mail: vdare@foglery.com

Any such demand, notice, communication or report, if given by personal delivery or by overnight courier service, shall be deemed to have been given pursuant to this Agreement on the day of actual delivery thereof and, if transmitted by fax or electronic mail before 5:00 p.m. (Toronto Time) on a Business Day, shall be deemed to have been given on such Business Day, and if transmitted by fax or electronic mail after 5:00 p.m. (Toronto Time) on a Business Day, shall be deemed to have been given on the Business Day after the date of transmission.

5.7 Counterparts

The Parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), each of which will be an original and all of which together will constitute one and the same instrument.

5.8 No Presumption

The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations created hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

5.9 Severability

If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction: (i) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances; and (ii) as for any other jurisdiction, any provision of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible even in such jurisdiction.

5.10 Entire Agreement

This Agreement and the APA set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by this Agreement, the APA and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated. In the event of any irreconcilable conflict between this Agreement and the APA with respect to the fee arrangement between the Parties, the provisions of this Agreement shall prevail.

5.11 Availability of Equitable Relief; Sole Remedy

The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the Parties shall be entitled to equitable relief to prevent or remedy breaches of this Agreement prior to the Closing, without the proof of actual damages, including in the form of an injunction or injunctions or orders for specific performance in respect of such breaches. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy. Each Party further agrees that the only permitted objection that it may raise in response to any action or claim for equitable relief is that it contests the existence of a breach or threatened breach of the provisions of this Agreement. Equitable remedies shall constitute the sole remedy of the Purchaser under or in respect of this Agreement. Without prejudice to the preceding sentence, under no circumstances shall any Party be liable for punitive damages or indirect, special, incidental, or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby or any breach or alleged breach of any of the terms hereof, including damages alleged as a result of tortious conduct.

5.12 Court Approval


The obligation of the Receivership Funding by Canadian Solar, evidenced by the execution of the Parties and delivery of this Agreement by the Receiver, is subject to the court approving the Receiver's and the Receiver's Solicitor's fees and costs in these Receivership Proceedings.

5.13 Time

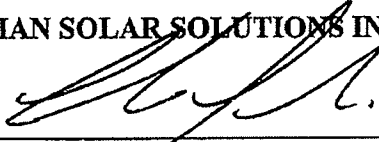
Time is of the essence of each provision of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first written above.

**BDO CANADA LIMITED, IN ITS CAPACITY
AS COURT-APPOINTED RECEIVER OF RA
SOLAR LEASING INC. AND NOT IN ITS
PERSONAL CAPACITY**

Per: 
Name: ~~Vince Siciliano~~ *Eugene Migus*
Title: Partner
I have authority to bind the Corporation

CANADIAN SOLAR SOLUTIONS INC.

Per: 
Name: **Colin Parkin**
Title: **General Manager**
I have authority to bind the Corporation