

Court File No. CV-12-9861-00CL

ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)

**BETWEEN:**

CANADIAN SOLAR SOLUTIONS INC.

Applicant

and

RA SOLAR LEASING INC.

Respondent

SECOND REPORT OF THE RECEIVER  
BDO CANADA LIMITED

APRIL 17, 2013

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## APPENDICES

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## INTRODUCTION AND PURPOSE

1. On November 26, 2012, BDO Canada Limited was appointed as receiver and manager (“Receiver”) of all of the assets, rights, property, and undertaking of RA Solar Leasing Inc. (“RA Solar”) associated with, arising out of, or in any way or manner related to any and all of the projects funded in whole or in part by Canadian Solar Solutions Inc. (“CSSI”) pursuant to the Master Purchase Agreement dated November 10, 2011 (the “MPA”) between RA Solar, RA Solar Inc. and CSSI (the “Projects”) pursuant to the Order of the Honourable Justice Newbould (the “Receivership Order”). The Receivership Order is dated November 26, 2012 and was issued November 27, 2012 on the application of CSSI, a secured creditor. Copies of the Receivership Order and the related Endorsement of the Honourable Justice Newbould are attached as Appendix “I”.
2. RA Solar was in the business of leasing rooftops from homeowners for the purpose of installing photovoltaic solar power generating facilities that comply with the requirements of the Ontario MicroFIT Program. A more in-depth description of the business and operations of RA Solar is set out in the First Report of the Receiver dated January 9, 2013 (the “First Report”), filed in the within proceedings. A copy of the First Report (without appendices) is attached as Appendix “II”.
3. On January 18, 2013, the Receiver requested and received an order (the “Sales Process Order”), which was granted by the Honourable Justice Brown, which authorized the following:
  - (a) Validating the service of the Notice of Motion, the Motion Record and the First Report;
  - (b) Approving the First Report and the activities of the Receiver as described therein;

- (c) Approving the Sales Process or Bidding Procedures (the “Sales Process”) substantially in the form attached as Schedule “A” to the Sales Process Order;
  - (d) Authorizing the Receiver to carry out the Sales Process; and
  - (e) Authorizing the Receiver, after the fact, to settle with Icarus Power Generation Inc. (“Icarus”) regarding four specific projects which were funded or partially funded by CSSI.
4. A copy of the Sales Process Order is attached as **Appendix “III”**.
  5. In addition, on January 18, 2013, the Receiver requested an order compelling Mr. Steve Marshall, one of two directors of RA Solar, to deliver to the Receiver all of RA Solar’s property that is in his possession or control, including, without limitation, the Valuation Model and the Solstice Database and any and all passwords required to fully access and utilize same.
  6. The Receiver filed a Supplemental Report to the First Report of the Receiver, dated January 16, 2013 (the “**Supplemental First Report**”), with respect to the matter. A copy of the Supplemental First Report is attached as **Appendix “IV”**.
  7. The Honourable Justice Brown issued a decision on the matter on January 29, 2013; and a copy of which is attached as **Appendix “V”** including his subsequent decision on costs or costs endorsement dated March 13, 2013.

### **Purpose of This Report**

8. This is the Receiver’s Second Report to the Court (the “**Second Report**”). The purpose of this Second Report is to:
  - (a) Inform the Court of the following:

- i. The activities of the Receiver for the period January 9, 2013 to April 17, 2013;
  - ii. The results of the Sales Process and the Receiver's recommendations in respect of same; and
  - iii. The general status of the receivership and the continuing obligations of the Receiver in this regard.
- (b) Request to the Court for an order:
- i. Approving the Asset Purchase Agreement between the Receiver and CSSI for the sale of the Projects as contemplated therein;
  - ii. Authorizing and directing the Receiver to execute and carry out the terms of the Asset Purchase Agreement;
  - iii. Vesting title to the assets in and to CSSI upon closing of the transaction contemplated in the Asset Purchase Agreement;
  - iv. Sealing Confidential Appendices "XI" through "XVI" to the Second Report until the completion of the transaction or until further order of this Court;
  - v. Approving the Supplemental First Report, along with the conduct and activities of the Receiver as described therein;
  - vi. Approving this Second Report, along with the conduct and activities of the Receiver as set out herein;
  - vii. Approving the Receiver's Interim Statement of Receipts and Disbursements dated April 17, 2013;
  - viii. Approving the Receiver's extension of certain deadlines in the Sales Process as described below in this Second Report;
  - ix. Approving the professional fees and disbursements of the Receiver rendered since the commencement of the receivership engagement to March 31,

2013 in the amount of \$169,837.30 plus applicable Harmonized Sales Tax (“HST”);and

- x. Approving the professional fees of the Receiver’s legal counsel, Fogler, Rubinoff LLP (“Fogler”), rendered since the commencement of the receivership engagement to April 13, 2013 in the amount of \$128,352.64 inclusive of the applicable HST.

## **TERMS OF REFERENCE**

9. In preparing the Second Report, the Receiver relied upon unaudited and draft, internal financial information obtained from the Company’s books and records and discussions with former management and staff (the “Information”). The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information and expresses no opinion, or other form of assurance, in respect of the Information.
10. Capitalized terms not otherwise defined are as defined in the First Report.

## **RECEIVER’S ACTIVITIES SINCE THE FIRST REPORT**

11. Since the First Report, the Receiver took the following steps in conjunction with its mandate:
  - (a) Met with Mr. Steve Marshall and obtained the Valuation Model and the Solstice Database and any and all passwords required to fully access and utilize same;
  - (b) Retained Icarus to assist with the management and day-to-day operations of the Projects;

- (c) Arranged for alternate property and liability insurance coverage through Firstbrook, Cassie & Anderson Ltd. and arranged payment of the insurance premiums;
- (d) Prepared for and administered the Sales Process, as described elsewhere in this report;
- (e) Consulted with CSSI on various aspects of the receivership administration;
- (f) Issued the necessary rental payments to homeowners;
- (g) Continued to respond to customer and creditor inquiries and requests for information; and
- (h) Maintained a website, [www.bdo.ca/rasolar](http://www.bdo.ca/rasolar), containing relevant receivership documents for reference by homeowners and creditors.

### **Day-to-day Operation of the Projects**

12. As stated above, the Receiver retained Icarus to assist with the management and day-to-day operations of the Projects. The Receiver retained Icarus as Icarus is in a similar line of business of RA Solar, and has expertise in such matters. CSSI supported the Receiver's decision to do so.
13. Icarus' responsibilities include the following:
  - The identification of the Projects and the compilation of all relevant documents for the Projects;
  - The preparation of the Data Room for use by prospective purchasers for due diligence purposes;
  - The assessment of two incomplete projects and the ability to qualify same under a MicroFIT contract with a preferred rate of \$0.0802;



- The creation of a spreadsheet template which records the following data for each of the Projects:
    - LDC payments and power generation data;
    - Rooftop rental payments;
    - Any other operation expense payments;
  - Reconciling current power generation information against expected results and provide feedback to the Receiver and CSSI regarding potential maintenance work required; and
  - Following up on any missing data or documents for the Projects.
14. Thus far, the Receiver has found it necessary to obtain advances from CSSI totalling \$45,991.57 to fund the ongoing receivership administration costs. The advances were necessary due to the following:
- A significant number of annual homeowner rental payments, totaling \$38,724.00, came due during early 2013 (as opposed to being paid throughout the year or on a monthly basis);
  - The insurance premiums with Firstbrook, Cassie & Anderson Ltd. to date total \$26,964.96 and are quite high;
  - The Receiver has relied on Icarus quite significantly in the management and day-to-day operations of the Projects. The cost paid to Icarus to date total \$25,164.52. The Receiver's professional costs would be significantly higher if the Receiver had performed these functions at its prevailing standard rates.
15. Attached as Appendix "VI" is the Receiver's Interim Statement of Receipts and Disbursements (the "R&D Statement") for the period ended April 17, 2013. The R&D

Statement details individual receipt and disbursement line items and the Receiver seeks its approval by this Court.

### **The Heliene Projects**

16. As reported in the First Report, Heliene Inc. (“Heliene”) advised the Receiver that it had also funded 18 specific projects of RA Solar (the “Heliene Projects”) and took the position that the Heliene Projects are not subject to the Receivership Order.
17. CSSI originally disputed Heliene’s claim on the basis that it had partially funded and/or held security over the Heliene Projects and, therefore, the Heliene Projects should be subject to the Receivership Order.
18. The Receiver encouraged CSSI to contact Heliene directly to examine the competing claims over the Heliene Projects. CSSI did so and, as a result of those examinations and discussions, CSSI and Heliene have agreed, in principle, that all but four specific projects were wholly funded by Heliene. CSSI provided documentation to both the Receiver and Heliene confirming it had provided funding for the remaining four projects (the “Additional Projects”). A listing of the Additional Projects is attached as Appendix “VII”.
19. Heliene had advised the Receiver that it is currently running a Sales Process to dispose of its interest in all of the remaining Heliene Projects. The Receiver has requested, and Heliene has agreed, to provide details of any bids received and being considered in relation to the Additional Projects to ensure that they are commercially reasonable. At this time, Heliene had advised that they are still in the process of accepting bids relating to the projects.

20. In addition, as reported in the First Report, RA Solar operated only one bank account. Therefore, deposits of Generation Payments into the bank account from the local distribution companies relate to all of the projects in RA Solar's portfolio, including the projects funded by Heliene that are not subject to the Receivership Order.
21. The Receiver has begun to review all deposits received since the date of the Receivership Order to determine the quantum of the funds which do not relate to the Projects subject to the Receivership Order.
22. The Receiver instructed Icarus to identify the deposits received to date with respect to the Heliene Projects. Thus far, Icarus has determined that approximately \$4,600 of the deposits received to date relate to the Heliene Projects. Icarus has not yet reviewed documentation relating to deposits from Milton Hydro, which account for approximately 40% of the Projects, as the Receiver is not currently in possession of this information. In addition, Icarus' review does not include any deposits received in March or April 2013, as this information is not yet available. Therefore, it is expected that the amount will be determined to be higher once Icarus completes a full review.

### **Matters with Pure Energies**

23. Solar Pure Energies Inc. ("Pure Energies") is a company which originated most of RA Solar's homeowner contracts for a fee (the "Origination Fees"). The Origination Fees paid by RA Solar to Pure Energies were based on the size of the projects originated. The homeowner contracts were then assigned or transferred to RA Solar.
24. The Receiver became aware of a receivable owed to RA Solar by Pure Energies for Origination Fees paid on certain homeowner contracts which did not materialize or were subsequently cancelled. Due to the incomplete state of RA Solar's books and

records, the Receiver sought CSSI's assistance in establishing RA Solar's position. The Receiver, with CSSI's support, has since agreed to settle the receivable with Pure Energies for \$20,498.40 and expects to receive the payment shortly.

25. In addition, the Receiver learned that Pure Energies is currently collecting Generation Payments from local distribution companies for various Projects owned by RA Solar. Pure Energies is receiving payments as, prior to the issuance of the Receivership Order, RA Solar had not completed the process of making arrangements with the related local distribution companies to redirect the deposits of Generation Payments from the bank account(s) of Pure Energies to the bank account of RA Solar. The Receiver has identified 17 Projects where it believes Pure Energies is collecting deposits.
26. The Receiver contacted Pure Energies to request reimbursement of all Generation Payments received by Pure Energies with respect to Projects owned by RA Solar as well as an accounting of all such amounts. Pure Energies advised that it did not have an accounting of such funds received but has co-operated by providing the Receiver with supporting documentation for the Generation Payments.
27. CSSI has offered to review the supporting documentation from Pure Energies and provide the Receiver with an update on its finding when they become available.
28. Lastly, the Receiver became aware of a few homeowners who had sold their home during the receivership. The homeowners, who had originally executed their homeowner contracts directly with Pure Energies, were unaware that Pure Energies had subsequently assigned or transferred their homeowner contracts to RA Solar. Prior to the sale of their homes, these homeowners contacted Pure Energies for further information on how to assign or transfer their homeowner contract to the new

purchasers of their homes. Pure Energies failed or neglected to inform the homeowners that their homeowner contracts had since been assigned to RA Solar and, instead, provided the requesting homeowner a document to assign the lease to the new purchaser which represented Pure Energies as a party to the homeowner contract, instead of RA Solar.

29. On April 2, 2013, the Receiver's legal counsel, Fogler, Rubinoff LLP, wrote to Pure Energies and demanded that it immediately cease representation as a party to the homeowner contracts, and direct all homeowner inquiries regarding RA Solar Projects to the Receiver.

## **MARKETING AND SALES PROCESS**

30. Pursuant to the Sales Process Order, the Receiver developed a Sales Process in consultation with CSSI, the Applicant. The Sales Process involved the following steps:
  - The Receiver, with the assistance of CSSI, prepared a list of prospective, strategic, and financial purchasers who may be interested in purchasing the Projects as a going concern;
  - The Receiver prepared a confidentiality and non-disclosure agreement (the "NDA") which was provided to prospective purchasers;
  - The Receiver, with the assistance of CSSI, prepared a short document summarizing the opportunity (the "Teaser Document"), a copy of which is attached as **Appendix "VIII"**;
  - The Receiver published an advertisement in the national edition of the Globe and Mail on February 1, 2013 to further canvas interested parties, a copy of which is attached as **Appendix "IX"**;

- The Receiver, with assistance from Icarus, compiled various documents relating to the Projects for due diligence purposes and posted same to an electronic data site (the “Data Room”). A listing of the documents made available to potential purchasers is summarized and attached as Appendix “X”;
  - The Receiver, with the assistance of CSSI, prepared an information memorandum (the “IM”), a copy of which is attached as Confidential Appendix “XI”. The IM provided a summary of RA Solar’s business and information on each of the Projects. The IM also set out the deadline for the submission of formal offers;
  - The Receiver canvassed interest amongst the parties on the list prepared regarding the possible purchase of the Projects:
  - Prospective purchasers that signed a NDA received the IM and access to the Data Room for due diligence purposes. Prospective purchasers had approximately 3 weeks to review the IM, and approximately 1.5 weeks to review the due diligence information and submit a formal and binding offer form; and
  - Upon the expiry of the bid deadline on March 1, 2013, the Receiver reviewed all offers submitted, as discussed further in this report.
31. For ease of reference, the following is a summary of the results of the marketing efforts undertaken by the Receiver:
- (a) The Receiver developed a list of approximately 7 potential purchasers through discussions with CSSI;
  - (b) As previously stated, the Receiver placed a newspaper advertisement in the national edition of The Globe and Mail on February 1, 2013 to ensure that all potentially interested parties were made aware of the opportunity. This resulted in 51 additional parties contacting the Receiver; and

- (c) The Receiver distributed the Teaser Document to approximately 380 partners of BDO Canada LLP advising them of the potential acquisition opportunity for their respective audit and assurance clients.
32. During the Sales Process, 56 potential purchasers expressed interest in learning more about the acquisition opportunity and the Receiver provided them with a copy of the Teaser Document. Further, 42 potential purchasers expressed an interest in reviewing the IM and executed the NDA. Upon doing so, they received a copy of the IM, and were advised they would be provided with access to the Data Room upon request. Subsequently, 33 potential purchasers requested and were granted access to the Data Room.
33. The Sales Process stipulated that potential purchasers were required to submit offers to purchase the Projects by 1:00 p.m. on Friday, March 1, 2013.

#### **First Submission of Offers**

34. By March 1, 2013, the Receiver received 16 offers from potential purchasers for the purchase of the Projects in various forms. A confidential summary of the offers is provided as Confidential Appendix "XII".
35. The Receiver reviewed and assessed the offers. As many of the offers were conditional on further due diligence, the Receiver selected the 7 most competitive bidders, and advised those bidders on March 8, 2013 that they would have until 1:00 p.m. EST on March 15, 2013 to perform further due diligence through the Data Room and to submit a revised final offer.

36. The Receiver subsequently extended the deadline to 1:00 p.m. EST on March 20, 2013 upon the request of various bidders.

### **Second Submission of Offers**

37. By March 20, 2013, the Receiver received 3 revised final offers from potential purchasers for the purchase of the Projects. A confidential summary of the offers is provided as **Confidential Appendix "XIII"**.
38. As shown in **Confidential Appendix "XIII"**, the highest bid received was from Forum Equity Partners Inc. ("**Forum Equity**"). Refer to **Confidential Appendix "XIV"** for a copy of the revised offer from Forum Equity. However, Forum Equity's revised offer was subject to several substantive conditions and in particular, the bid contemplated that Forum Equity would receive, after the execution of an agreement of purchase and sale an additional 30-day period to verify the following matters to its satisfaction:
- (a) A valid MicroFIT contract, local distribution company connection agreement, and installation lease agreement are in place, and no default or event of default under any of such agreements has occurred and is continuing, and the homeowner has assigned the Generation Payments;
  - (b) Each Facility meets all of the eligibility, capacity, and domestic content and other requirements of the MicroFit contract;
  - (c) Each Facility received electricity safety authority connection authorization, the applicable electricity transmitter or distributor has confirmed connection of the Facility to the applicable transmission or distribution system, as the case may be, each Facility is separately metered as required under the MicroFIT contract and each Facility is generating electricity and therefore earning revenue under the MicroFit contract;



- (d) Each Facility has been installed in accordance with the specifications provided to the Forum Equity during the Sales Process; and
  - (e) No material adverse change has occurred with respect to any of the Projects since their respective origination and assembly.
39. The Receiver contacted Forum Equity and discussed the possibility of them removing the conditions included with their offer. Forum Equity advised that the removal of conditions would require a substantial price adjustment. Refer to Confidential Appendix "XV" which contains an electronic communication received from Forum Equity on March 21, 2013 confirming that the removal of all conditions would decrease their purchase price to \$2.000 million.
40. Given that Forum Equity's offer contemplated a substantial amount of due diligence which would likely be utilized to seek a price reduction or other concessions from the Receiver in the future, the Receiver did not view their offer as being the highest or best offer.
41. The next highest offer was submitted by CSSI. CSSI had submitted a defensive offer, in the form of a credit bid, to ensure the Projects would not be sold for a value less than what CSSI considered to be a reasonable market value for same. There were no significant conditions attached to the offer submitted by CSSI. Accordingly, the Receiver viewed CSSI's credit bid as the highest and best offer received. The Receiver therefore proceeded to enter into exclusive negotiations with CSSI regarding their offer.

#### **Receiver's Recommendation to Proceed with the CSSI Offer**

42. As CSSI's credit bid did not have any cash component, the Receiver held negotiations with CSSI over the intervening period to discuss the funding required to pay the costs of

the receivership administration, including the professional fees and disbursements of the Receiver and its legal counsel.

43. The Receiver and CSSI completed the negotiations and executed the Asset Purchase Agreement, subject to approval of this Court, on April 10, 2013. A copy of the Asset Purchase Agreement is Confidential Appendix "XVI". In addition, the Receiver and CSSI executed an agreement with respect to the costs and professional fees of the receivership administration (the "Fee Agreement"). Refer to Appendix "XVII" for a copy of the executed Fee Agreement.
44. The Sales Process Order contemplated, among other things, that the Receiver would do the following: negotiate and enter into an agreement of purchase and sale with the successful bidder by March 15, 2013; obtain or be granted an approval and vesting order by April 1, 2013; and close or complete the sale transaction by April 3, 2013. The Receiver, however, did not meet these deadlines, as:
  - (a) The Receiver extended the bidding process for the reasons stated above; and
  - (b) Negotiations and discussions with CSSI took an extended period of time as management of CSSI required approval of the transaction by the management team of its parent company, Canadian Solar Inc. Although Canadian Solar Inc. is a Canadian Corporation, the key members of the management team are based in the People's Republic of China.
45. Under the Sales Process Order, the Receiver has the discretion to amend the Sales Process at any time. The Receiver is requesting that the date in which it is to obtain an approval and vesting order be amended or extended from April 1, 2013 to the date of this Motion and that the closing date of the sale transaction be amended or extended from April 3, 2013 to thirty (30) days following the date upon which the approval and

vesting order is issued and entered. The Receiver is of the view that these amendments or extensions of the above deadlines in the Sales Process are necessary, beneficial and not prejudicial in the circumstances.

46. The Receiver views the credit bid by CSSI as the highest and best offer for, among other things, the following key reasons:

- (a) CSSI submitted one of the highest offers;
- (b) The credit bid by CSSI is perceived to have a high probability of closing. CSSI's offer did not include any significant conditions whereas most other offers have substantive conditions, are not really on an "as is, where is" basis and are conditional on the completion of additional due diligence. Furthermore, as the offer is in the form of a credit bid, there are no financing requirements for the closing of the transaction;
- (c) CSSI insists on a quick closing and is prepared to close the transaction within 30 days of the Receiver obtaining court approval of the proposed transaction;
- (d) CSSI is the first-ranking secured creditor and a key stakeholder of RA Solar. As stated in the Notice of Application of CSSI dated October 2, 2012, CSSI is owed approximately \$4.300 million and will therefore suffer a substantial shortfall on its realization. Therefore, CSSI's desire to ensure the Projects are not sold for a value less than what CSSI considers to be a reasonable market value for same is a strong and valid consideration; and
- (e) CSSI is a wholly-owned subsidiary of Canadian Solar Inc. Canadian Solar Inc. is one of the world's largest solar companies with operations in North America, Europe and Asia. Canadian Solar Inc. designs, manufactures and delivers solar products to customers worldwide. Canadian Solar Inc. was founded in Canada in 2001 and was successfully listed on NASDAQ in November 2006.

47. The Receiver is of the opinion that the sale and marketing process for RA Solar's Projects was conducted in a fair and reasonable manner. The Receiver is satisfied that the sale and marketing process adequately exposed the Projects as a going concern to the marketplace. The Receiver is satisfied that the sales and marketing process provided sufficient exposure of the Projects to all parties who might reasonably have wished to consider a transaction in respect of same.
48. Therefore, the Receiver respectfully recommends that this Court: i) approve the Asset Purchase Agreement with CSSI; ii) approve the sale of the Projects to CSSI as contemplated therein; iii) approve the Fee Agreement with CSSI; and iv) issue an Approval and Vesting Order regarding same.
49. The Receiver is of the view that the Confidential Appendices "XI" through "XVI" should be sealed pending the completion of the purchase and sale transaction because disclosure of such information could have a negative effect on further sales efforts that may be required in the unlikely event that the Sale Agreement is not completed.

## **PROFESSIONAL FEES**

50. Pursuant to paragraph 18 of the Receivership Order, the Receiver and its counsel may pass their accounts from time to time.
51. The Receiver seeks to have its fees and disbursements, together with the fees and disbursements of its legal counsel, approved. The Receiver and its counsel have maintained detailed records of their professional time and costs.
52. The aggregate fees and disbursements of the Receiver for services provided for the period ended March 31, 2013 total \$169,837.30 plus applicable HST. The activities of

the Receiver are described in its accounts exhibited to the Affidavit of Eugene Migus sworn on April 17, 2013, attached as Tab 3 of the Receiver's motion record.

53. Fogler has acted as the Receiver's independent legal counsel on all matters related to the receivership proceedings. Fogler rendered its accounts to the Receiver for the period from October 3, 2012 to April 13, 2013 in the aggregate amount of \$128,352.64 inclusive of the applicable HST. The activities of Fogler are described in its accounts exhibited to the Affidavit of Ian P. Katchin sworn on April 17, 2013, attached as Tab 4 of the Receiver's motion record.
54. The Receiver is of the view that its and Fogler's fees and disbursements are fair and reasonable and are justified in the circumstances and accurately reflect the work done by the Receiver and on behalf of the Receiver by Fogler in connection with the receivership.
55. The Receiver is also of the view that the rates charged by the Receiver and Fogler are reasonable and are consistent with the rates charged by other firms in the Toronto market for the provisions of similar services and the rates charged for services rendered in similar proceedings.
56. Accordingly, the Receiver respectfully recommends and requests approval of these fees and disbursements.

## **OTHER MATTERS**

57. On January 18, 2013, the Receiver requested an order compelling Mr. Steve Marshall, one of two directors of RA Solar, to deliver to the Receiver all of RA Solar's property that is in his possession or control, including, without limitation, the Valuation Model

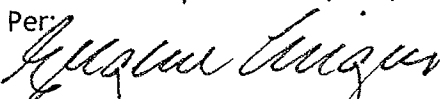
and the Solstice Database and any and all passwords required to fully access and utilize same.

58. The Honourable Justice Brown issued a decision on the matter on January 29, 2013 which substantially granted the Receiver's request.
59. CSSI sought its costs of the motion held on January 18, 2013, on a partial indemnity basis, fixed in the amount of \$10,682.81 plus applicable taxes on a joint and several basis against RA Solar Ltd. and Mr. Steve Marshall. The Receiver supported CSSI's request and waived seeking its costs of the motion conditional upon CSSI being awarded costs.
60. The Honourable Justice Brown issued his subsequent decision on costs or costs endorsement dated March 13, 2013. Under the decision, RA Solar Ltd. and Mr. Steve Marshall were ordered to pay to CSSI costs of \$10,682.81 within 30 days of the date of the order.
61. The Receiver wishes to advise the Court that, as of the date of this Second Report, neither RA Solar Ltd. nor Mr. Steve Marshall has paid the required amount to CSSI or its legal counsel.

All of which is respectfully submitted this 17<sup>th</sup> day of April, 2013.

**BDO CANADA LIMITED**  
in its capacity as Receiver of  
specific assets of RA Solar Leasing Inc.  
and not in its personal capacity

Per:



Eugene P. Migus, CPA, CA, CIRP  
Senior Vice-President