ANNUAL INFORMATION FORM

FOR THE YEAR ENDED DECEMBER 31, 2015

Dated as of March 15, 2016

TABLE OF CONTENTS

Page

TABLE OF CONTENTS cont.

GLOSSARY

Definitions

In this Annual Information Form, unless otherwise indicated or the context otherwise requires, the following terms shall have the meaning attributed hereto. Words importing the singular include the plural and vice versa, and words importing any gender include all genders. The terms "we", "us" and "our" refer to the Crius Group. A reference to an agreement means the agreement as it may be amended, supplemented or restated from time to time.

"**$**" means United States dollars;

"**Act of the Members**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — Matters Requiring Approval by an Act of the Members";*

"**ACP**" has the meaning set out under the heading *"Business of Crius Energy — Risk Management — Renewable Energy Certificates"*;

"**Additional Membership Interest Acquisition**" has the meaning set out under the heading *"General Development of the Business of Crius Energy —2015 Developments — Bought Deal"*;

"**Administration Agreement**" means the administrative services agreement dated September 7, 2012, between the Trustee and the Administrator, pursuant to which the Administrator has agreed to provide administrative services to the Trust and pursuant to which the Administrator has been delegated certain duties in connection with the governance of the Trust;

"**Administrative Services**" has the meaning set out under the heading *"Administration Agreement";*

"**Administrator**" means Crius Energy Administrator Inc., or such other party as may be appointed as administrator of the Trust from time to time pursuant to the Administration Agreement;

"**Administrator Directors**" means the directors of the Administrator from time to time, and "**Administrator Director**" means any one of them;

"**Administrator Indemnitees**" has the meaning set out under the heading *"Administration Agreement — Reliance, Limitation of Liability and Indemnification"*;

"**Administrator Service Providers**" has the meaning set out under the heading *"Administration Agreement — Reliance, Limitation of Liability and Indemnification"*;

"**Administrator Shareholder**" means 664848 N.B. Inc.;

"**affiliate**" or "**associate**" has the meaning ascribed thereto in the *Securities Act* (Ontario);

"**AICPA**" has the meaning set out under the heading *"Audit and Risk Committee Disclosures — Principal Accountant Fees and Services"*;

"**Associate**" means an independent contractor of the Company who participates in our network marketing channels;

"**Base Confirmation Agreement**" means the fourth amended and restated base confirmation agreement dated as of April 1, 2015 between the Buyer Group and Macquarie Energy, which governs energy supply and financing by Macquarie Energy;

"**Beneficial Owner**" has the meaning set out under the heading *"Description of the Trust — Book Entry Only System"*;

"**Beneficiary**" means a Unitholder, beneficial owner of Units, holder of Other Trust Securities or "annuitant" (as defined in the Trust Indenture);

"**Bid Units**" has the meaning set out under the heading *"Description of the Trust — Takeover Bids"*;

"**Board**" means all of the Administrator Directors;

"**Bought Deal**" has the meaning set out under the heading *"General Development of the Business of Crius Energy — 2015 Developments"*;

"**business day**" means a day other than a Saturday, Sunday or a day on which the principal chartered banks located at Toronto, Ontario are not open for business;

"**Buyer Group**" means, collectively, Cincinnati Bell Energy LLC F/K/A Viridian Energy NJ LLC, Citra, LLC, the Company, Crius Energy Management, LLC, Everyday Energy, LLC F/K/A FTR Energy Services, LLC F/K/A Viridian Energy NG LLC, Fairpoint Energy, LLC F/K/A Viridian Energy MD LLC, Public Power Energy, LLC, Public Power, LLC (organized in Connecticut), Public Power, LLC (organized in Pennsylvania, entity number 3911142), Public Power, LLC (organized in Pennsylvania, entity number 3933152), Public Power & Utility, Inc., Public Power & Utility of Maryland, LLC, Public Power & Utility of New Jersey, LLC, Public Power & Utility of NY, Inc., Regional Energy Holdings, Inc., TriEagle 1, LLC, TriEagle 2, LLC, TriEagle Energy LP, Viridian Energy, LLC F/K/A Viridian Energy, Inc., Viridian Energy NY, LLC, Viridian Energy PA LLC and Viridian Network, LLC;

"**C$**" means Canadian dollars;

"**Cdn Holdco**" means Crius Energy Holdings Inc., a corporation formed pursuant to the OBCA and a wholly-owned subsidiary of the Trust;

"**Cdn Holdco Shares**" means the common shares in the capital of Cdn Holdco;

"**CDS**" means Canadian Depository for Securities Ltd. or its nominee;

"**CDS Participants**" has the meaning set out under the heading *"Description of the Trust — Book Entry Only System"*;

"**Change of Control Purchase Price**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — Offer to Purchase Membership Units Upon Trust Change of Control";*

"**Claims**" has the meaning set out under the heading *"Administration Agreement — Reliance, Limitation of Liability and Indemnification"*;

"**Closing Date**" means November 13, 2012, which is the date the closing of the IPO occurred;

"**Code**" means the United States Internal Revenue Code of 1986, as amended;

"**Collateral**" has the meaning set out under the heading *"Principal Agreement with Macquarie Energy — Security Interest Given Under Base Confirmation Agreement";*

"**Combination**" has the meaning set out under the heading *"General Development of the Business of Crius — 2012 Developments — Formation of the Company";*

"**Commercial Trust**" means Crius Energy Commercial Trust, a trust formed pursuant to the laws of the Province of Ontario and a wholly-owned associate of the Trust;

"**Commercial Trust Indenture**" means the trust indenture entered into prior to closing of the IPO between the Administrator and the Trust establishing the Commercial Trust;

"**Commercial Trust Units**" means the trust units of the Commercial Trust, each such trust unit representing an equal undivided beneficial interest in the Commercial Trust;

"**Company**" means Crius Energy, LLC;

"**Company Change of Control**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — Offer to Purchase Membership Units in Connection with Company Change of Control"*;

"**Company Distributable Cash**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — Distributions"*;

"**Company Interest**" has the meaning set out under the heading *"Corporate Structure of Crius Energy Trust — Intercorporate Relationships"*;

"**Company LLC Agreement**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement"*;

"**Computershare**" means Computershare Trust Company of Canada;

"**Crius Group**" means, collectively, the Administrator, the Trust, the Trust Subsidiaries, the Company, and the Company's direct and indirect subsidiaries, including Regional Energy and Public Power;

"**customer**" means residential customer equivalents, which is an industry standard unit of measurement of consumption per annum equivalent to 10 MWh (or 10,000 KWh) in the case of the electricity and 100 MMBtu in the case of natural gas. We have estimated the number of residential customer equivalents in accordance with industry conventions based on information available regarding customers and their historical usage;

"**Delaware Act**" means the Delaware Limited Liability Company Act;

"**DGCL**" means Delaware General Corporation Law;

"**Dodd-Frank Act**" means the Dodd-Frank Wall Street Reform and Consumer Protection Act;

"**DTUP**" means the Deferred Trust Unit Plan adopted by the Trust on January 6, 2016, as amended, supplemented or restated from time to time;

"**DTUs**" means the deferred trust units of the Trust issued pursuant to the DTUP;

"**energy**" means electricity and natural gas, and excludes heating oil, propane, and other residential alternatives;

"**Energy Retailer**" means a retail energy provider;

"**Entitlements**" has the meaning set out under the heading *"Description of Capital Structure — Restricted Trust Unit Plan"*;

"**Excess Cash**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — Offer to Purchase Membership Units from Excess Cash"*;

"**Exchange Agreement**" means the exchange agreement dated September 18, 2012 between, among others, the Company and the former owners of all of the outstanding shares of Regional Energy and all of the outstanding membership interests in Public Power providing for the acquisition by the Company of shares of Regional Energy and membership interests in Public Power in consideration for membership interests in the Company;

"**Excluded Services**" has the meaning set out under the heading *"Administration Agreement"*;

"**Experts**" has the meaning set out under the heading *"Administration Agreement — Reliance, Limitation of Liability and Indemnification"*;

"**FERC**" means the United States Federal Energy Regulatory Commission;

"**Forward-Looking Statements**" means forward-looking statements and forward looking information, collectively, as set out under the heading *"Special Notes to Reader — Forward-Looking Statements and Risk Factors"*;

"**Governance Agreement**" means the governance agreement dated September 18, 2012 between the Company, Regional Energy, Public Power, the Regional Energy Members and the Public Power Members relating to the Company;

"**Guaranty Agreement**" has the meaning set out under the heading *"Description of US Holdco — The US Holdco Note — Subordination/Security"*;

"Gulf Acquisition" has the meaning set out under the heading *"General Development of the Business of Crius — 2015 Developments — Acquisition of Gulf Oil Portfolio"*;

"**HOP Acquisition**" has the meaning set out under the heading *"General Development of the Business of Crius — 2014 Developments — Acquisition of Hop Energy Portfolio"*;

"**HOP Energy**" means HOP Energy LLC;

"**Initial Company Interest Acquisition**" has the meaning set out under the heading *"General Development of the Business of Crius Energy — 2012 Developments — Initial Public Offering and Initial Company Interest Acquisition"*

"**IPO**" has the meaning set out under the heading *"General Development of the Business of Crius Energy — 2012 Developments — Initial Public Offering and Initial Company Interest Acquisition"*;

"**ITC**" means Investment Tax Credit;

"**IFRS**" means International Financial Reporting Standards, as adopted by the Canadian Accounting Standards Board;

"**IRS**" means the United States Internal Revenue Service;

"**ISO**" means independent system operator;

"**Knowledgeable Person**" has the meaning set out under the heading *"Administration Agreement — Reliance, Limitation of Liability and Indemnification"*;

"**Kona Energy**" means Iron Energy LLC d/b/a Kona Energy, LLC;

"**Kona Acquisition**" has the meaning set out under the heading *"General Development of the Business of Crius Energy — 2015 Developments — Kona Acquisition";*

"**LDC**" means a local distribution company;

"**LIBOR**" means London Interbank Offered Rate;

"**Liquidity Offer**" means, an offer by the Company, on or before the 90th day of a fiscal year commencing with the 2019 fiscal year, to Regional Energy Members and Public Power Members to purchase the maximum number of Units that may be purchased out of the Excess Cash;

"**Liquidity Offer Purchase Price**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — Offer to Purchase Membership Units from Excess Cash"*;

"**Loan Agreement**" has the meaning set out under the heading *"Description of US Holdco — The US Holdco Note"*;

"**Lockbox Accounts**" has the meaning set out under the heading *"Principal Agreement with Macquarie Energy — Pricing and Payment — Lockbox Accounts"*;

"**Macquarie Energy**" means Macquarie Energy LLC;

"**Macquarie Warrants**" has the meaning set out under the heading *"General Development of the Business of Crius — 2014 Developments — Base Confirmation Agreement"*;

"**management**" means the executive officers of the Administrator, US Holdco and the Company, as applicable, in such persons' capacities as officers of the Administrator, US Holdco and the Company, as applicable, and not in their personal capacities;

"**MBR Authorization**" has the meaning set out under the heading *"Business of Crius Energy — Retail Energy Systems — Regulatory Environment"*;

"**Membership Unit**" means an equity security of the Company representing a fractional part of the ownership interests of all members in the Company;

"**MMBtu**" means one million British Thermal Units;

"**mutual fund trust**" means "mutual fund trust" as defined in the Tax Act;

"**MWh**" means megawatt hour;

"**NERC**" means North American Electricity Reliability Corporation;

"**NI 51-102**" means National Instrument 51-102 — *Continuous Disclosure Obligations*;

"**NI 52-109**" means National Instrument 52-109 — *Certification of Disclosure in Issuers' Annual and Interim Filings*;

"**NI 52-110**" means National Instrument 52-110 — *Audit Committees*;

"**non-portfolio property**" means "non-portfolio property" as defined in the Tax Act;

"**Non-Tendered Membership Units**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — Offer to Purchase Membership Units from Excess Cash"*;

"**NYMEX**" has the meaning set out under the heading *"Business of Crius Energy — Retail Energy Systems — Energy Procurement and Billing — Utility Service and Procurement Process"*;

"**NYSE**" means the New York Stock Exchange;

"**OBCA**" means the *Business Corporations Act* (Ontario) and the regulations thereunder;

"**Operating Account**" has the meaning set out under the heading *"Principal Agreement with Macquarie Energy — Pricing and Payment — Lockbox Accounts"*;

"**Operating Companies**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — General"*;

"**Order**" has the meaning set out under the heading *"Directors and Executive Officers of the Administrator — Cease Trade Orders, Bankruptcies, Penalties or Sanctions — Cease Trade Orders"*;

"**Ordinary Resolution**" means a resolution passed by more than 50% of the votes cast by those Unitholders entitled to vote on such resolution, whether cast in person or by proxy at a meeting of Unitholders at which a quorum was present, called (at least in part) for the purpose of approving such resolution, or a resolution approved in writing, in one or more counterparts, by holders of more than 50% of the votes represented by those Units entitled to be voted on such resolution, provided that such written resolution is not a unanimous written resolution of the Unitholders;

"**OTC**" means over-the-counter;

"**Other Trust Securities**" means any type of securities of the Trust, other than Units, including notes, options, rights, warrants or other securities convertible into or exercisable for Units or other securities of the Trust (including convertible debt securities, subscription receipts and instalment receipts);

"**person**" means and includes individuals, companies, corporations, limited partnerships, general partnerships, joint stock companies, limited liability companies, joint ventures, associations, trusts, banks, trust companies, pension funds, and other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof;

"**POR**" means purchase of receivables programs which are in place in certain markets, under which the utilities assume the credit risk associated with customer billings;

"**portfolio investment entity**" means "portfolio investment entity" as defined in the Tax Act;

"**Proposed Price**" has the meaning set out under the heading *"Description of the Company — Governance Agreement — Transfer Restrictions"*;

"**PSEG**" means Public Service Electric & Gas Company;

"**Public Power**" means Public Power, LLC;

"**Public Power Members**" means the owners of membership interests in Public Power who acquired Membership Units in the Company pursuant to the Exchange Agreement;

"**Public Power & Utility**" means Public Power & Utility, Inc.;

"**PUCs**" has the meaning set out under the heading *"Business of Crius Energy — Retail Energy Systems — Regulatory Environment";*

"**Purchase Agreement**" means the unit purchase agreement dated November 2, 2012 entered into between US Holdco and the Company, whereby US Holdco agreed to acquire approximately 26.8% of the Membership Units;

"**RECs**" means renewable energy certificates;

"**Redemption Date**" has the meaning set out under the heading *"Description of the Trust — Redemption at the Option of Unitholders";*

"**Redemption Notes**" means subordinated unsecured promissory notes of the Trust that may be issued by the Trust in accordance with the Trust Indenture on a redemption of Units;

"**Redemption Price**" means the redemption price applicable to any redemption of Units by Unitholders as further described under the heading *"Description of the Trust — Redemption at the Option of Unitholders";*

"**Regional Energy**" means Regional Energy Holdings, Inc.;

"**Regional Energy Members**" means the officers and owners of securities of Regional Energy who acquired Membership Units in the Company pursuant to the Exchange Agreement;

"**Registered Plans**" means, collectively, registered retirement savings plans, registered education savings plans, registered retirement income funds, deferred profit sharing plans, registered disability savings plans and tax-free savings accounts, all as defined in the Tax Act;

"**Retained Public Power Securities**" means the minority of Public Power membership interests that were retained following the consummation of the transactions under the Exchange Agreement dated September 18, 2012;

"**Retained Regional Energy Securities**" means the minority of Regional Energy shares that were retained following the consummation of the transactions under the Exchange Agreement dated September 18, 2012;

"**Retained Security Option Agreement**" means the retained security option agreement dated as of September 18, 2012, as amended as of November 12, 2012, among the Company, Regional Energy, Public Power, the owners of shares of common stock of Regional Energy, the owners of options to purchase common stock of Regional Energy and the owners of membership interests in Public Power, pursuant to which the owners of Retained Regional Energy Securities granted to Regional Energy and the Company an option to acquire the Retained Regional Energy Securities and the owners of the Retained Public Power Securities granted to the Company an option to acquire the Retained Public Power Securities. The options granted pursuant to the Retained Security Option Agreement expired on December 31, 2013;

"**Risk Management Policy**" has the meaning set out under the heading *"Business of Crius Energy — Business Strengths — Product Structuring and Risk Management";*

"**RTO**" means regional transmission organization ;

"**RTUP**" has the meaning set out under the heading *"Description of Capital Structure — Restricted Trust Unit Plan";*

"**SCO**" means Standard Choice Offer;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**SIFT Rules**" means the provisions of the Tax Act that apply to a SIFT trust;

"**SIFT trust**" means a "specified investment flow-through trust" as defined in subsection 122.1(1) of the Tax Act;

"**Sleeved Transaction**" has the meaning set out under the heading *"Principal Agreement with Macquarie Energy";*

"**SolarCity**" means SolarCity Corporation;

"**Special Member**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — Company Board of Directors"*;

"**Special Resolution**" means a resolution passed by more than 66⅔% of the votes cast by those Unitholders entitled to vote on such resolution, whether cast in person or by proxy, at a meeting of Unitholders at which a quorum was present, called (at least in part) for the purpose of approving such resolution, or a resolution approved in writing, in one or more counterparts, by holders of more than 66⅔% of the votes represented by those Units entitled to be voted on such resolution, provided that such written resolution is not a unanimous written resolution of the Unitholders;

"**Specified Markets**" has the meaning set out under the heading *"Principal Agreement with Macquarie Energy — Notable Representations and Covenants — Business Operations in Specified Markets"*;

"**Subordination Agreement**" has the meaning set out under the heading *"Description of US Holdco — The US Holdco Note — Subordination/Security"*;

"**Subsidiary Guarantors**" has the meaning set out under the heading *"Description of US Holdco — The US Holdco Note — Subordination/Security"*;

"**Sungevity**" means Sungevity, Inc.;

"**Superior Acquisition**" has the meaning set out under the heading *"General Development of the Business of Crius — 2014 Developments — Acquisition of Superior Plus Portfolio"*;

"**Superior Plus**" means Superior Plus Corp;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

"**taxable Canadian property**" means "taxable Canadian property" as defined in the Tax Act;

"**Third Party Hedge**" has the meaning set out under the heading *"Principal Agreement with Macquarie Energy"*;

"**TriEagle**" means TriEagle Energy LP;

"**TriEagle Acquisition**" has the meaning set out under the heading *"General Development of the Business of Crius Energy — 2015 Developments — Acquisition of TriEagle"*;

"**TriEagle Purchase Agreement**" means the purchase agreement by and among the Company, Woodrow Daniel Cook, TriEagle Management LLC and each of the holders of equity of TriEagle (as listed in Exhibit A of the TriEagle Purchase Agreement) dated as of February 15, 2015;

"**Trust**" means Crius Energy Trust;

"**Trust Change of Control**" has the meaning set out under the heading *"Description of the Company — Company LLC Agreement — Offer to Purchase Membership Units Upon Trust Change of Control";*

"**Trust Claims**" has the meaning set out under the heading *"Administration Agreement — Reliance, Limitation of Liability and Indemnification"*;

"**Trust Indemnitees**" has the meaning set out under the heading *"Administration Agreement — Reliance, Limitation of Liability and Indemnification"*;

"**Trust Indenture**" means the trust indenture made September 7, 2012 between the Trustee and the Administrator establishing the Trust;

"**Trust Property**" means, at any time, all of the money, properties and other assets of any nature or kind whatsoever as are, at such time, held by the Trust or by the Trustee or its delegate on behalf of the Trust;

"**Trust Subsidiaries**" means, collectively, Cdn Holdco, US Holdco and the Commercial Trust, and "**Trust Subsidiary**" means any one of them;

"**Trustee**" means the trustee of the Trust, initially being Computershare;

"**TSX**" means the Toronto Stock Exchange;

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**Unitholder**" means a registered holder of Units;

"**Units**" means the trust units of the Trust, each such trust unit representing an equal undivided beneficial interest in the Trust;

"**unit trust**" means "unit trust" as defined in the Tax Act;

"**US$**" means United States dollars;

"**US Holdco**" means Crius Energy Corporation;

"**US Holdco Note**" means the subordinated promissory note issued by US Holdco to Cdn Holdco pursuant to the Loan Agreement immediately following the closing of the IPO in the initial principal amount of US$60,425,487.90, which has been distributed by Cdn Holdco to the Trust and contributed by the Trust to the Commercial Trust;

"**US Holdco Shares**" means shares in the common stock of US Holdco;

"**U.S. Securities Act**" has the meaning set out under "*Description of the Trust – U.S. Resident Restriction*";

"**Voting Agreement**" means the voting agreement dated September 7, 2012 among the Administrator Shareholder, the Trustee and the Administrator; and

"**Working Capital Facility**" means the working capital facility under the Base Confirmation Agreement pursuant to which Macquarie Energy agreed to advance funds to or post letters of credit in favor of the Buyer Group.

SPECIAL NOTES TO READER

Reference is made to the *"Glossary — Definitions"* on page 1 of this Annual Information Form for the meaning of certain defined terms. In this Annual Information Form, unless otherwise indicated or the context otherwise requires, terms defined under the heading *"Glossary — Definitions"* shall have the meaning attributed thereto. Words importing the singular include the plural and vice versa and words importing any gender include all genders. The terms "we", "us" and "our" refer to the Crius Group. A reference to an agreement means the agreement as it may be amended, supplemented or restated from time to time. Unless otherwise indicated, all dollar amounts are expressed in United States dollars and references to "C$" are to Canadian dollars and references to "$", "US$" or "U.S. dollars" are to United States dollars.

Forward-Looking Statements and Risk Factors

Certain statements and information contained in this Annual Information Form constitute forward-looking statements and forward-looking information (collectively, "**Forward-Looking Statements**"). The Trust cautions investors in Units about important factors that could cause the Trust's actual results to differ materially from those projected in any Forward-Looking Statements included in this Annual Information Form. Any statements that express, or involve discussions as to, expectations, beliefs, plans, objectives, assumptions or future events or performance (often, but not always, through the use of words or phrases such as "will likely result", "are expected to", "expects", "will continue", "is anticipated", "anticipates", "believes", "estimated", "intends", "plans", "forecast", "projection" and "outlook") are not historical facts and may be Forward-Looking Statements and may involve estimates, assumptions and uncertainties which could cause actual results or outcomes to differ materially from those expressed in such Forward-Looking Statements. No assurance can be given that these expectations will prove to be correct, and such Forward-Looking Statements included in this Annual Information Form should not be unduly relied upon. These statements speak only as of the date of this Annual Information Form. Accordingly, any such statements are qualified in their entirety by reference to, and are accompanied by, the information and factors discussed throughout this Annual Information Form.

In particular and without limitation, this Annual Information Form contains Forward-Looking Statements pertaining to the following:

- projections of the wholesale prices of electricity, natural gas and solar products;
- supply and demand fundamentals for electricity, natural gas and solar products;
- the regulatory framework governing the retail energy market and direct selling industry in the United States;
- the legal climate related to our products, services and distribution channels;
- expectations regarding the ability to raise capital and grow through acquisitions;
- growth strategy and opportunities;
- treatment under governmental regulatory regimes and tax laws;
- capital expenditure programs;
- plans for, and results of, a risk management program to manage credit, commodity, foreign exchange and liquidity exposure;
- anticipated selling, general & administrative expenses;
- anticipated benefits of our marketing channels;
- anticipated benefits of our acquisitions;
- status of the Trust as a "mutual fund trust" and not as a "SIFT trust", for the purposes of the Tax Act, and the taxability of the Trust and its subsidiaries;
- the payment and stability of cash distributions by the Trust, including the timing of payment of cash distributions, and the payments made among the Trust's subsidiaries and to the Trust;
- the taxability of distributions received by Canadian resident Unitholders;
- the impact of Canadian and U.S. federal income taxation on the availability of cash for distribution by the Trust;
- the federal tax structure and state incentives and rebates related to the solar industry;
- estimates of the distributable cash of the Trust, including assumptions regarding the revenue and expense items relating thereto; and
- access to credit facilities and related borrowing base capacity.

With respect to Forward-Looking Statements contained in this Annual Information Form, assumptions have been made regarding, among other things:

- future wholesale prices for electricity, natural gas and solar products;
- future currency exchange rates;
- the ability of the Crius Group to obtain qualified staff, independent contractors and Associates in a timely and cost-efficient manner;
- the regulatory framework governing the retail energy market and direct selling industry in the United States;
- the legal climate related to our products, services and distribution channels;
- the ability of the Crius Group to successfully market future electricity, natural gas and solar products and services;
- the Crius Group's future sales levels;
- the Crius Group's ability to source future accretive acquisitions;
- future capital expenditures to be made by the Crius Group and the Trust's ability to obtain financing on acceptable terms for capital projects and future acquisitions;
- future sources of funding for the capital programs of and future acquisitions by the Crius Group;
- the impact of competition on the Crius Group;
- the tax legislation in Canada and the United States;
- the federal tax structure and state incentives and rebates related to the solar industry;
- the deductibility for tax purposes of various amounts by the Crius Group;
- the impact of Canadian and U.S. federal income taxes on cash available for distribution by the Trust; and
- the Trust's status as a "mutual fund trust" and not as a "SIFT trust", for purposes of the Tax Act.

The Trust's actual results could differ materially from those anticipated in Forward-Looking Statements as a result of the risk factors set forth below and included elsewhere in this Annual Information Form:

- failure to realize the anticipated benefits of future acquisitions and dispositions;
- volatility of wholesale prices for electricity, natural gas and solar products;
- failure to manage appropriately the credit, commodity, foreign exchange and liquidity exposure that arises in the ordinary course of business;
- risks which may create liabilities to the Crius Group in excess of the Trust's insurance coverage;
- general economic, market and business conditions;
- current global financial conditions, including fluctuations in interest rates, foreign exchange rates, inflation and commodity prices and stock market volatility;
- competition for, among other things, customers, independent contractors, Associates, marketing partners, capital and skilled personnel;
- incorrect assessments of the value of acquisitions and the opportunities for consolidation in the retail energy market;
- changes in government regulations or increased scrutiny by governmental agencies;
- potential losses from legal matters;
- loss or revocation of an electricity or natural gas licence issued by a public utility commission;
- failure to obtain regulatory, industry partner and third party consents and approvals where required;
- failure to engage or retain key personnel;
- claims made in respect of the Trust's properties or assets;
- potential losses that would stem from any disruptions in production or infrastructure performance, including work stoppages or other labour difficulties, or disruptions in the electricity or natural gas transmission networks on which the Crius Group will be reliant;
- disruptions in the source, transmission and distribution and/or storage of natural gas and electricity;
- failure of the Crius Group to meet specific requirements of its contractual agreements, including under the Base Confirmation Agreement;
- the ability to obtain financing on acceptable terms;
- failure of third parties' reviews, reports and projections to be accurate;
- dependence on contracts with Macquarie Energy and Macquarie Energy's inability to perform its obligations under the Base Confirmation Agreement;
- dependence on information systems to support business operations;
- failure to maintain internal controls;

- risks associated with independent contractors and Associates;
- failure to comply with current or new regulations governing our network marketing channels;
- potential losses from legal matters;
- changes to the federal tax structure and state incentives and rebates related to the solar industry;
- dependence on certain tax credits and government rebates for the pricing of our solar products; and
- the other factors discussed under the heading *"Risk Factors"*.

Since actual results or outcomes could differ materially from those expressed in any Forward-Looking Statements made by or on behalf of the Trust, investors should not place undue reliance on any such Forward-Looking Statements. Readers are cautioned that the foregoing lists of factors are not exhaustive. Further, the Forward-Looking Statements contained in this Annual Information Form are expressly qualified by the foregoing cautionary statements and are made only as of the date of this Annual Information Form. The Trust undertakes no obligation to publicly update or revise any Forward Looking Statement to reflect events or circumstances after the date on which such statement is made or to reflect the occurrence of unanticipated events, except as required by applicable securities laws. New factors emerge from time to time, and it is not possible for management to predict all of these factors or to assess in advance the impact of each such factor on the Trust's business, or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any Forward Looking Statement.

Investors should read this entire Annual Information Form and consult their own professional advisors to ascertain and assess the income tax, legal, risk factors and other aspects of their investment in the Units.

Non-IFRS Financial Measures

Statements throughout this Annual Information Form may refer to non-IFRS financial measures, certain of which may commonly be used by the trust sector as an indicator of financial performance. As there is no generally accepted method of calculating non-IFRS financial measures, any such measures may not necessarily be comparable to similarly titled measures of other companies. Non-IFRS financial measures have limitations and should not be considered in isolation from, or as an alternative to, net income or other data prepared in accordance with IFRS.

Access to Documents

Any document referred to in this Annual Information Form and described as being filed on SEDAR under the Trust's issuer profile at www.sedar.com (including those documents referred to as being incorporated by reference in this Annual Information Form) may be obtained free of charge from us at Suite 3400, One First Canadian Place, P.O. Box 130, Toronto, Ontario, M5X 1A4.

Exchange Rate Data

The following table sets forth, for the periods indicated, the high, low, average and period-end noon spot rates of exchange for one U.S. dollar, expressed in Canadian dollars, as published by the Bank of Canada.

	Year Ended December 31		
	2015	**2014**	**2013**
	(C$)	(C$)	(C$)
Highest rate during the period	1.3990	1.1643	1.0697
Lowest rate during the period	1.1728	1.0614	0.9839
Average noon spot rate for the period[(1)]	1.2787	1.1045	1.0299
Rate at the end of the period	1.3840	1.1601	1.0636

Note:

(1) Determined by averaging the noon rate for each day of the respective period.

On March 15, 2016, the noon rate of exchange posted by the Bank of Canada for conversion of U.S. dollars into Canadian dollars was US$1.00 equals C$1.34.

CORPORATE STRUCTURE OF CRIUS ENERGY TRUST

Name, Address and Incorporation

The Trust is an unincorporated open-ended limited purpose trust established under the laws of the Province of Ontario on September 7, 2012 pursuant to the Trust Indenture. The Trust is a "reporting issuer" in all of the provinces and territories of Canada and its Units are listed and posted for trading on the TSX under the trading symbol "KWH.UN". The Trust has been established to invest in U.S. energy businesses through its various subsidiaries, including the investment in the Company through US Holdco.

The Company is a Delaware Limited Liability Company (LLC) formed on August 7, 2012. The Company was formed for the purpose of acquiring the businesses of Regional Energy and Public Power. On September 18, 2012, the businesses of Regional Energy and Public Power were combined to form the operations of the Company (the "**Combination**").

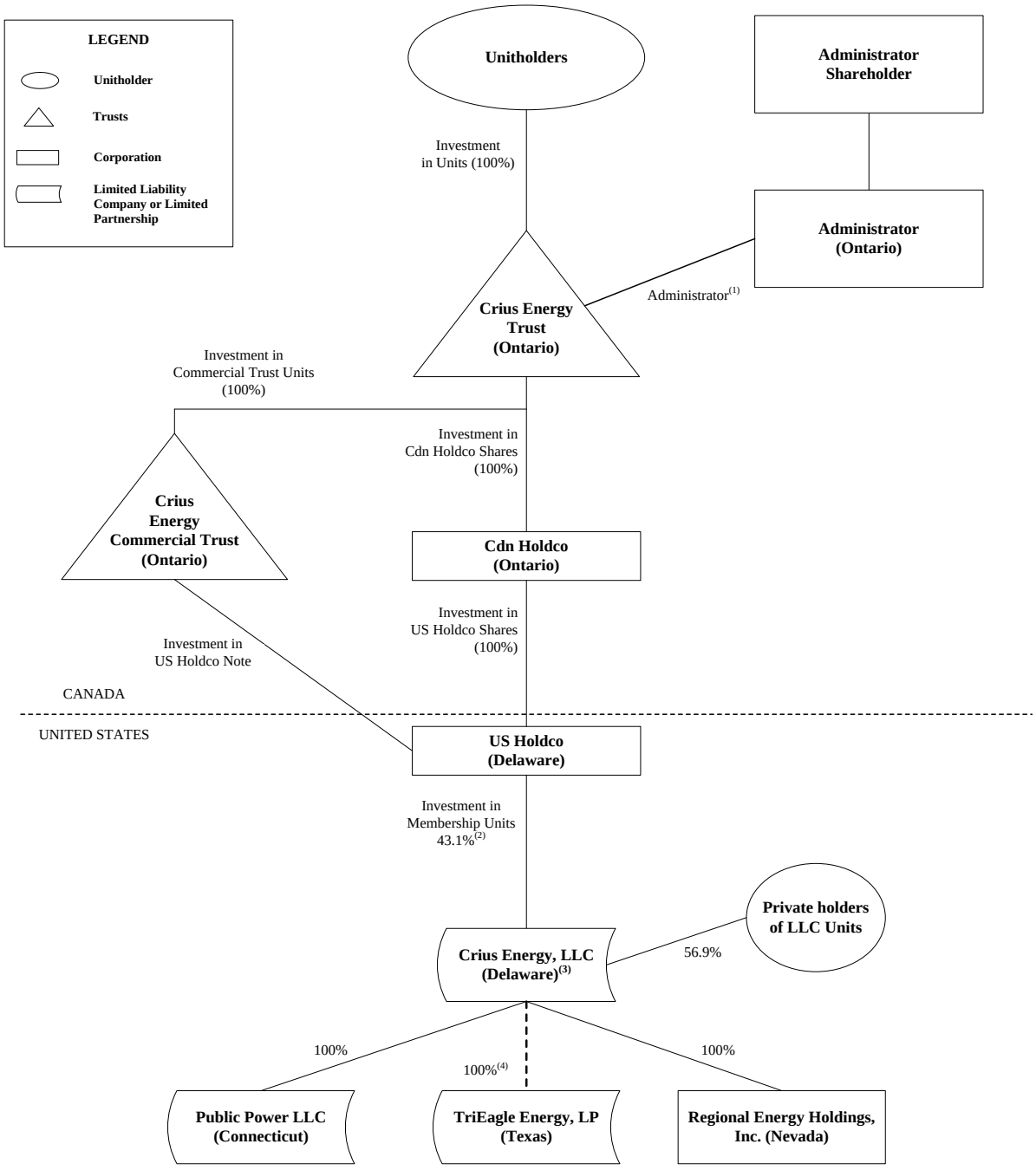
The principal head and registered offices of the Trust, the Administrator and Cdn Holdco are located at Suite 3400, One First Canadian Place, P.O. Box 130, Toronto, Ontario, M5X 1A4. The principal head office of US Holdco and the Company is located at 1055 Washington Boulevard, 7th Floor, Stamford, Connecticut 06901. The registered offices of US Holdco and the Company are located at 160 Greentree Drive, Suite 101, Dover, Delaware 19904.

Intercorporate Relationships

On November 13, 2012, the Trust closed its initial public offering of 10 million Units at a price of C$10.00 per Unit for gross proceeds of C$100 million (the "**IPO**"). Concurrently with closing its IPO, the Trust indirectly acquired, through its wholly-owned subsidiaries, an approximate 26.8% ownership interest in the Company (the "**Initial Company Interest Acquisition**"), for approximately C$89.5 million. See *"Description of the Company — Company LLC Agreement — Management and Operation of Company Business"*.

In July 2015, the Trust announced that it had completed the Bought Deal (as defined below), the net proceeds of which were used by the Trust primarily to make the Additional Membership Interest Acquisition (as defined below). After giving effect to the Additional Membership Interest Acquisition, the Trust holds an approximate 43.1% indirect ownership interest in the Company, representing an approximate 16.3% increase over the approximate 26.8% indirect ownership interest acquired by the Trust pursuant to the Initial Company Interest Acquisition. See *"General Development of the Business of Crius Energy — 2015 Developments — Bought Deal"*.

The following chart illustrates the structure of the Trust, Trust Subsidiaries and their subsidiaries and affiliates. The Trust Subsidiaries are directly or indirectly wholly-owned by the Trust. The Trust owns an indirect approximate 43.1% ownership interest in the Company (the "**Company Interest**"), which entitles US Holdco, an indirect wholly-owned subsidiary of the Trust, to appoint a majority of the members of the board of directors of the Company and thereby control the day-to-day operations of the Company, including the amount of distributions the Company makes from available funds, if any. See *"Description of the Company — Company LLC Agreement — Management and Operation of Company Business"*.



Notes:

(1) Pursuant to the terms of the Administration Agreement, the Administrator performs all general and administrative services that are or may be required or advisable, from time to time, for the Trust.

(2) US Holdco's interest in the Company allows it, and indirectly the Trust, to appoint a majority of the members of the board of directors of the Company and thereby to control the day-to-day operations of the Company, including the amount of distributions the Company makes from available funds, if any. See *"Description of the Company — Company LLC Agreement — Management and Operation of Company Business"*.

(3) The Company and its subsidiaries operate or have additional interests in other subsidiaries that do not meet the materiality thresholds for disclosure set out in Form 51-102F2 of the Canadian Securities Administrators.

(4) The Company indirectly holds 100% of the outstanding general partnership interests and limited partnership interests in TriEagle.

GENERAL DEVELOPMENT OF THE BUSINESS OF CRIUS ENERGY

2013 Developments

Acquisition of PNE Energy Supply Customer Portfolio

In February 2013, the Company acquired approximately 1,200 electricity customers located in New Hampshire from PNE Energy Supply LLC for a purchase price of US$0.1 million.

Expansion into Residential Solar Market

In September 2013, the Company entered the residential solar market through a reseller agreement with SolarCity, a leading solar provider in the United States. Under the terms of the reseller agreement, the Company was able to market SolarCity's products and services through its family of brands in any of the States where SolarCity offered products. The Company received a commission from the sales.

2014 Developments

Base Confirmation Agreement

In February 2014, the Company expanded its Working Capital Facility under the Base Confirmation Agreement with Macquarie Energy from US$25 million to US$60 million, with the base rate remaining unchanged at LIBOR plus 5.5%. Other material changes to the Base Confirmation Agreement included a decrease in the unused portion of the overall exposure limit from US$200 million to US$150 million and an incremental interest rate of 1.25% applied to borrowings above a certain threshold. As consideration for the expansion of the Base Confirmation Agreement, Macquarie Energy was issued 750,000 warrants to purchase Units at a price of C$6.23 per Unit and a term of five years, with such warrants being exercisable over a four-year schedule (the "**Macquarie Warrants**").

Acquisition of Superior Plus Portfolio

In May 2014, the Company acquired approximately 38,000 electricity and natural gas customers in New York and Pennsylvania from Superior Plus Energy Services, a division of Superior Plus (the "**Superior Acquisition**") for a purchase price of US$3.8 million. The acquisition was funded by cash and availability under the Working Capital Facility with Macquarie Energy.

Acquisition of HOP Energy Portfolio

In June 2014, Company acquired approximately 16,000 electricity customers in Connecticut, Massachusetts, New Jersey, New York and Pennsylvania from HOP Energy LLC, a provider of heating oil and petroleum products and related services (the "**HOP Acquisition**") for a purchase price of US$1.5 million. The acquisition was funded by cash and availability under the Working Capital Facility with Macquarie Energy.

2015 Developments

Comcast Agreement

In January 2015, the Company entered into a 3-year exclusive agreement with Comcast Corporation (NASDAQ: CMCSA, CMCSK) ("**Comcast**") to offer electricity and natural gas products to Comcast customers under the white label brand "Energy Rewards." Comcast is the largest video, high-speed internet and phone provider to residential customers in the U.S.

Amendment to SolarCity Reseller Agreement

In March 2015, the Company amended its reseller agreement with SolarCity to increase revenue contribution from solar sales, extend the term of the reseller agreement to December 31, 2016 and added several new solar States to expand the marketing footprint.

Acquisition of TriEagle

In April 2015, the Company acquired all of the outstanding equity interests in TriEagle ("the **TriEagle Acquisition**") for a preliminary purchase price of US$19.3 million. The TriEagle Acquisition added approximately 200,000 electricity customers in New Jersey, Pennsylvania and Texas.

The purchase price is comprised of cash payable upon the closing of the TriEagle Acquisition and phantom unit rights, which are to be settled in cash on a two-year vesting schedule based on future trading prices of the Units on the TSX. The TriEagle Acquisition was funded by cash and availability under the Working Capital Facility.

Expansion of Base Confirmation Agreement

In April 2015, the Company expanded its Base Confirmation Agreement with Macquarie Energy to, among other things, (i) increase the overall exposure limit from US$150 million to US$250 million, (ii) reduce the fee structure through adjustments to the volumetric adder fee and eliminate certain other fees, and (iii) improve the Company's flexibility to procure energy from market counterparties and increase the Company's ability to enter into fixed price products for a term of up to 60 months. Under the Base Confirmation Agreement, the Working Capital Facility sub-limit remained at US$60 million with a base interest rate of LIBOR plus 5.5%.

Bought Deal

In July 2015, the Trust announced that it had completed a public offering of 6,785,000 Units at a price of C$6.80 per Unit, which included 885,000 Units issued pursuant to the exercise in full of the overallotment option, for total gross proceeds of C$46.1 million (the "**Bought Deal**").

The net proceeds of the offering were used by the Trust primarily to make a further indirect investment (US$28.8 million) in additional Membership Units of the Company from certain existing holders of Membership Units (the "**Additional Membership Interest Acquisition**"). After giving effect to the Additional Membership Interest Acquisition, the Trust holds an approximate 43.1% indirect ownership interest in the Company, representing an approximate 16.3% increase over the approximate 26.8% indirect ownership interest acquired by the Trust pursuant to the Initial Company Interest Acquisition. The remaining net proceeds of the Bought Deal (approximately US$5.3 million) were used for general corporate purposes.

Sungevity Agreement

In September 2015, the Company entered into a strategic agreement with Sungevity, a global solar energy provider, to offer residential solar energy systems and products through the Company's family of energy brands. Through the strategic alliance with Sungevity, the Company expects to realize additional value from its existing solar business through improved economics, increased sales and co-branded 20-year customer relationships.

Acquisition of Gulf Oil Portfolio

In July 2015, the Company acquired approximately 2,000 electricity customers from Gulf Oil, L.P. (the "**Gulf Acquisition**") for a purchase price of US$0.2 million. The acquisition was funded by cash and availability under the Working Capital Facility with Macquarie Energy.

2016 Developments to Date

Implementation of Deferred Trust Unit Plan

In January 2016, the Trust adopted the DTUP for non-executive Administrator Directors. Under the DTUP, DTUs are expected to be granted annually to non-executive Administrator Directors. The policies of the TSX require that security-based compensation arrangements, when instituted or amended, be approved by a majority of the Administrator Directors and Unitholders. The Trust is expected to seek Unitholder approval to ratify the DTUP at the ensuing meeting of Unitholders. See *"Description of Capital Structure — Deferred Trust Unit Plan"*.

Increase in Q1 2016 Distributions

In January 2016, the Trust announced that the Board had approved a 2% increase to distributions paid on Units during the first quarter of 2016, representing an annualized increase of $0.014 per Unit and a total annualized distribution of $0.714. See *"Distributions"*.

Acquisition of Kona Energy Portfolio

In February 2016, the Company acquired approximately 75,000 electricity customers (the "**Kona Acquisition**") located in Illinois, New York, Ohio, and Texas from Kona Energy for a preliminary purchase price of US$7.0 million. The acquisition was funded by cash and availability under the Working Capital Facility with Macquarie Energy. As part of the acquisition, the Company negotiated reduced energy supply fees which will lower interest costs charged to the Company by $5.0 million over the next four years.

Acquisition of Broker Agreements and Associated Assets

In February 2016, the Company closed an asset purchase agreement to acquire certain seller agreements, business licenses, all intellectual property and call center equipment of a Florida-based broker of electricity and natural gas, for an aggregate purchase price of approximately US$1.2 million. The acquisition was funded by cash and availability under the Working Capital Facility with Macquarie Energy.

BUSINESS OF CRIUS ENERGY

The Company is a comprehensive energy solutions partner that provides electricity, natural gas and solar products to residential and commercial customers. The Company goes to market through an innovative family-of-brands strategy that gives various targeted customer segments access to a broad suite of energy products and services that make it easier for consumers to make informed decisions that address their energy needs. This multi-channel marketing approach differentiates the Company in the marketplace and positions the Company to achieve long-term growth for investors.

As at December 31, 2015, the Company provided electricity and natural gas service to approximately 820,000 customers. Revenues for years ended December 31, 2014 and December 31, 2015, representing the combined electricity, natural gas**,** solar energy and fee revenues of the Company were US$600.5 million and US$686.3 million, respectively.

Retail Energy Industry

Retail Energy Market Overview

The retail electricity and natural gas markets can be categorized into two main customer segments: (i) residential and small-to-medium size commercial; and (ii) large commercial and industrial. Energy Retailers operate by providing a variety of fixed and variable rate contracts to customers for varying periods of time. Some Energy Retailers focus only on one customer segment (e.g. residential), while others focus on the full spectrum of customers. Energy Retailers have the ability to sell both electricity and natural gas to the same customers in states where they are licenced to sell both products.

Retail Energy Systems

Purchase of Receivables Programs

In the United States, several LDCs have implemented or are planning to implement POR programs under which the local utilities are responsible for billing the customer, collecting payment from the customer, and paying the Energy Retailer. In states with such POR programs, the Energy Retailer's credit risk is linked to the applicable LDC and not to the customer. Energy Retailers generally pay a fee to the LDC for the credit protection offered by the POR program (currently generally ranging between 0% and 4% of the Energy Retailer's billed revenue depending on the LDC and customer segment). Under POR programs, Energy Retailers have no customer credit exposure because the LDC pays the Energy Retailer regardless of whether the customer ultimately makes their payment to the utility. Where the customer fails to make payment, the LDC will typically disconnect service for the customer, which results in the loss of the customer account for the Energy Retailer. By contrast, in LDCs without POR programs, Energy Retailers are exposed to the credit risk of the customer. POR programs

generally provide credit protection for customer billed energy charges and therefore, in both POR and non-POR states, Energy Retailers are still exposed to mark-to-market risk if a customer defaults on a fixed-price energy contract.

Certain utilities in the state of New Jersey operate recourse POR programs in which Energy Retailers have no exposure to customer credit risk provided that the customer remains on the LDC consolidated billing program. Where the customer's electricity and/or natural gas account is in default for a specified period of time, the LDC has the option to convert the customer to dual billing. Under dual billing, the LDC will send a bill to the customer for delivery charges and the Energy Retailer will be responsible for sending a separate bill for electricity and/or natural gas supply. The Energy Retailer will then be responsible for the collection of its outstanding accounts and has a direct credit exposure to the customer for all supply charges billed under dual billing.

Energy Procurement and Billing

Utility Service and Procurement Process

Utility service is made available by the LDC to any customer who chooses not to buy electricity or natural gas from an Energy Retailer or whose contract has ended with an Energy Retailer.

The regulatory framework for competitive electricity supply in the deregulated states in which the Company operates can be characterized in three ways: market pass-through, competitive auction, or other.

- *Market pass-through*. This structure allows LDCs to base their service rates on a supply pricing mechanism that depends on daily clearing prices for energy procured.

- *Competitive auction*. In this framework, LDCs procure their supply via a competitive auction process for varying periods of time (month, quarter or year) by rate class. This requires that Energy Retailers compete against the periodically resetting service rate, rather than one that adjusts dynamically with wholesale market prices and underlying commodity prices. The rate will be set and may be updated monthly, quarterly or on a seasonal basis to reflect actual costs through a retail price adjustment.

- *Other*. In these markets, LDCs are required to procure supply through either an electric security plan, which is set through a regulatory proceeding before the state utility commission and must be set lower than current market pricing, or a market rate offer, which includes a range of approaches, such as competitive auctions.

The regulatory framework for competitive natural gas supply in deregulated states in which the Company operates can be characterized in three ways: monthly rate setting; annual or quarterly rate setting with adjustments; and SCO auction.

- *Monthly rate setting*. The monthly rate setting regulatory structure allows LDCs to base their rates on a supply pricing mechanism that depends on settled prices for natural gas procured via the New York Mercantile Exchange ("**NYMEX**") for the specific month, plus charges incurred for transporting the natural gas to the end user.

- *Annual or quarterly rate setting*. Under the annual or quarterly rate setting structure, LDCs establish an initial rate based on estimated costs and consumption. The rate will be set and may be updated monthly to reflect actual costs through a retail price adjustment.

- *SCO auction*. Under this framework, LDC customers are transitioned to third party suppliers at a rate set each month based on the month-end settlement price for natural gas on the NYMEX, plus a retail price adjustment that is set by an annual natural gas supply auction. Under this market structure, all customers purchasing natural gas under the SCO structure pay the same regardless of the third party supplier.

Billing Structure

There are three billing structures available in deregulated states in which the Company operates: utility consolidated billing, dual billing, and Energy Retailer consolidated billing.

- *Utility consolidated billing*. Under this structure, the LDC is responsible for billing the customer for all transmission, distribution and generation charges for electricity and transportation, distribution and commodity charges for natural gas, as well as the collection of outstanding accounts. The Energy Retailers' charges included in the LDCs bill are calculated in one of two ways. In rate ready markets, the Energy Retailer posts rates with the LDC, and the LDC calculates the charges for inclusion on the customer's bill. Alternatively, in bill ready markets, the Energy Retailer receives usage data from the LDC and calculates the amount owed by the customer. This amount is communicated back to the LDC for inclusion on the customer's bill. The LDC is responsible for the collection of all outstanding accounts and, in POR markets, has direct credit exposure to the customer.

- *Dual billing*. Under this framework, the LDC will send a bill to the customer for transmission (electricity), transportation (natural gas), and distribution (electricity and natural gas) charges, and the Energy Retailer will send a separate bill for generation (electricity) or commodity (natural gas) charges. The Energy Retailer is responsible for the collection of its outstanding accounts and has direct credit exposure to the customer.

- *Energy Retailer consolidated billing*. This structure provides that the Energy Retailer is entirely responsible for billing the customer for all transmission, transportation, delivery and generation charges. The Energy Retailer is responsible for the collection of all outstanding amounts and has direct credit exposure to the customer for both the supply charges and the LDC delivery charges.

Customer Switching

Customer switching or attrition describes the loss of existing customers and is monitored by Energy Retailers as a key business metric. Attrition can be categorized into the following:

- *In-contract attrition*. Arises due to a customer cancelling service within the fixed contract service term or at any time during service for a customer on a variable contract. This attrition can be further measured as either voluntary or involuntary.

- *Renewal attrition*. Arises when a customer chooses not to renew their contract for service at the end of their fixed contract service term. Any customer that leaves at the end of the contract is deemed to be voluntary attrition.

- *Involuntary attrition*. Arises due to circumstances such as customer death, relocation, or termination for credit reasons.

- *Voluntary attrition*. Arises due to a decision by the customer to switch to another service provider, such as another Energy Retailer or the LDC. Voluntary attrition often occurs due to factors that are within an Energy Retailer's control, such as pricing, product offering and the customer experience.

Regulatory Environment

Energy Retailers are governed by state and federal agencies, including FERC and Public Utility Commissions ("**PUCs**"). Energy Retailers operate as public utilities under the *Federal Power Act* and are required to have market based rate authorization from FERC in order to sell electricity in the wholesale market ("**MBR Authorization**"). MBR Authorization is related to wholesale sales of electric energy, capacity and ancillary services and relates to mitigating horizontal and vertical market power. Energy Retailers are required to make filings to FERC to disclose any affiliate relationships and quarterly filings to FERC regarding volumes of wholesale electricity sales.

Energy Retailers are generally licenced under state regulation to provide natural gas and electricity to end-use customers. The term of the licence varies by state. In states where licences expire, the Energy Retailer has to apply for a renewal of its licence. The state PUC regulations define customer protection standards for residential and small commercial customers and often impose certain restrictions involving product offerings, rate changes, termination fees and customer communication. Energy Retailers are required to respond to any customer complaint received from the PUC or customers and to update licences with information on an annual or as needed basis.

Operations of the Company

Electricity Operations

The Company is licenced to sell and is actively marketing electricity in 13 states and the District of Columbia; Connecticut, Delaware, Illinois, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island and Texas. During the year ended December 31, 2015, the Company sold approximately 6,395,000 MWh of electricity in these states. Eight states (Connecticut, Illinois, Maryland, Massachusetts, New Jersey (recourse POR program in certain markets), New York, Ohio (certain markets), Pennsylvania) and the District of Columbia have implemented a POR program, while six states (Delaware, Maine, Ohio (certain markets), New Hampshire, Rhode Island and Texas) have not implemented a POR program.

Natural Gas Operations

The Company is licenced to sell and is actively marketing natural gas in nine states and the District of Columbia; California, Illinois, Indiana, Maryland, New Jersey, New York, Ohio, Pennsylvania and Virginia. During the year ended December 31, 2015, the Company sold approximately 5,959,000 MMBtu of natural gas in these states. Seven states (New Jersey (recourse POR program in certain markets), New York, Indiana, Ohio, Pennsylvania (certain markets), Virginia (certain markets) and Maryland have implemented a POR program, while four states (California, Illinois, Pennsylvania, Virginia) and the District of Columbia, have not implemented a POR program.

Solar Energy Operations

The Company offers solar energy products through its strategic alliance with Sungevity. The Company leverages its family of energy brands and multi-channel go-to-market strategy to acquire leads from customers who are interested in residential solar energy systems and then utilizes a highly-trained internal sales team to offer consultations and bring those customers to an executed 20-year contract. Through the strategic alliance with Sungevity, the customer then receives all services, installation, maintenance and monitoring from Sungevity. The Company benefits from co-branded exposure to these customers for the duration of their 20-year relationship. The strategic alliance with Sungevity allows the Company to offer solar energy products in the same growing geographic footprint of Sungevity, currently eight states.

Seasonal and Cyclical Nature of Operations

Both electricity and natural gas are subject to seasonal variations in customer usage, and the Company's revenues may fluctuate accordingly. However, the impact of seasonality on customer usage is just one of several factors impacting revenues, which are also affected by retail rates charged to customers, customer growth and customer attrition. Electricity consumption is typically highest during the summer months of July and August due to cooling demand and, to a lesser extent, during the peak winter months of January and February due to heating demand. Natural gas consumption is typically highest during the months of November through March due to heating demand.

The industry and the Company's operations are also subject to commodity cycles driven by rising and falling energy prices and energy supply and demand dynamics.

Offices and Call Centers

The Company's corporate headquarters is located in Stamford, Connecticut, with a secondary office in The Woodlands, Texas. In addition, the Company also operates a call center in Tampa, Florida.

Business Strengths

Sales and Marketing

Sales and marketing is a core competency of the Company. The Company goes to market through an innovative family-of-brands strategy that positions the Company to offer a variety of unique customer value propositions and product offerings to effectively penetrate various customer segments. The Company's full range of marketing channels enables it to enter new markets as well as increase penetration in existing markets using multiple marketing channels simultaneously.

The following marketing channels employed by the Company allow the Company to effectively penetrate customer segments and retain existing customers:

- *Strategic Marketing Partnerships.* The Company has exclusive marketing partnerships with three telecommunications and/or cable companies to market the Company's energy services under their brand names and through their respective sales forces and distribution channels. The Company targets eligible existing subscribers of the marketing partner and potential new customers in the service area. Although the Company relies upon the well-established marketing capabilities of these telecommunications and/or cable companies, the customers acquired through this channel have contractual relationships with the Company. The strategic marketing partnership channel typically targets residential and small commercial customers.

- *Network Marketing.* The Company uses a network marketing approach, which currently consists of over 20,000 independent contractors representing the Viridian Energy brand. Independent contractors enroll friends, family and acquaintances and, on average, each new independent contractor has historically enrolled approximately 15 customers during his or her time working with the Company. The network marketing channel typically targets residential and small commercial customers.

- *Direct Marketing.* The Company uses a direct marketing tactics to target customers including telemarketing, door-to-door, direct mail and online campaigns. Online tactics are utilized through various company-owned sites, public utility commission-managed sites, and third-party shopping sites, on which the Company promotes its residential and small commercial products. Customers self-select and verify their information online, and most communications are digital. The Company typically maintains third party relationships with vendors in the telemarketing and door-to-door channels who may market energy services on behalf of our brands. The Company's direct marketing channels can quickly be deployed in different areas as market opportunities arise. The direct marketing channel typically targets residential and small commercial customers.

- *Brokers.* The Company maintains third party agreements with brokers who represent primarily both large and small commercial customers. The brokers are typically compensated based on the volume billed for the customers they represent.

Product Structuring and Risk Management

Product structuring and risk management are additional core competencies of the Company. Management actively manage key risks including credit, commodity, liquidity and foreign currency exchange risk. The Company mitigates its risk exposure through a risk management policy described below (the "**Risk Management Policy**").

Credit Risk

The Company actively manages credit exposure for its portfolio of customers in POR and non-POR markets. In markets where POR programs are available, the Company's credit exposure is limited to investment-grade utilities. In non-POR markets and POR markets where we provide service to medium to large commercial customers, the Company assesses the creditworthiness of new applicants, monitors customer payment activities, and administers an active collections program. Approximately 80% of the Company's customers are in markets with POR programs.

See *"Business of Crius Energy — Retail Energy Systems — Purchase of Receivables Programs"* and *"Business of Crius Energy — Risk Management"* for additional information on POR programs, the Risk Management Policy and customer and LDC credit risks.

Commodity Risk

The Company actively manages commodity exposure for its portfolio of variable and fixed priced customer contracts. The price charged to variable customers can generally be changed within 30 days to reflect increases in energy market prices. For customers that are on fixed price contracts, the Company maintains a forward hedging program. The Company's hedging strategy is to match exposures with offsetting physical and financial hedges in each delivery month and location whenever possible, or the closest periods and points where the majority of the risk can be mitigated. While the mix of variable price and fixed price contracts is subject to change, customers on variable price contracts account for approximately 24% of the Company's total customer contracts as at December 31, 2015.

See *"Business of Crius Energy — Risk Management"* for additional information on the Risk Management Policy and commodity hedging strategy.

Liquidity Risk

The Company actively manages liquidity risk primarily through its relationship with Macquarie Energy. Macquarie Energy is the Company's exclusive supplier of wholesale energy (electricity and natural gas) and hedging products. Macquarie Energy assumes responsibility for meeting the Company's credit and collateral requirements with each ISO and RTO and provides under the Base Confirmation Agreement, US$250 million exposure limit, including US$60 million for cash advances and the posting of letters of credit. Macquarie Energy extends trade credit to the Company to buy wholesale energy supply, with all amounts due being payable in the month following delivery of the energy. Macquarie Energy also supplies credit for the Company, at no additional cost, to enter into wholesale energy transactions, within specified limits, with approved wholesale counterparties in order to transact directly with those counterparties where terms and pricing are more favorable to the Company.

See *"Business of Crius Energy — Suppliers"* and *"Principal Agreement with Macquarie Energy"* for additional information.

Foreign Currency Exchange Risk

The Crius Group maintains a foreign currency hedging program to manage exposure to changes in foreign exchange rates and support the long-term sustainability of Trust distributions. The Company's business generates cash flow in U.S. dollars, but Trust distributions are paid in Canadian dollars. The Crius Group's hedging strategy uses derivative contracts to hedge at least 12 months of anticipated Trust distributions on a rolling basis.

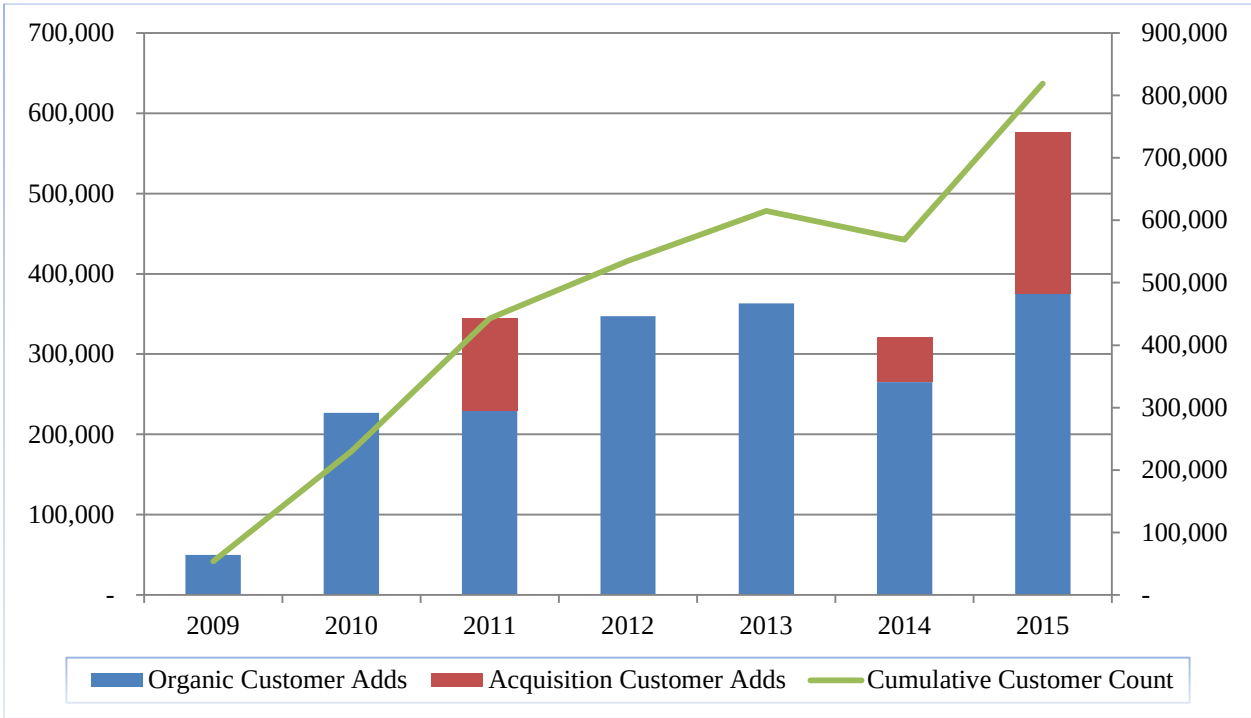
Experienced Management Team

Our management team has extensive experience in all aspects of the retail energy industry as well as public company experience. Michael Fallquist is the Chief Executive Officer of the Company and of the Administrator. Our experienced management team also includes Roop Bhullar (Chief Financial Officer), Chaitu Parikh (Chief Operating Officer), Barbara Clay (Executive Vice President and General Counsel), Cami Boehme (Chief Strategy Officer), Christian McArthur (Executive Vice President, Procurement, Pricing, Product Engineering), Rob Cantrell (Executive Vice President, Sales) and Pat McCamley (Executive Vice President, Corporate Development). See *"Trustee, Directors and Management"* for additional details regarding the qualifications and experience of our management team.

Opportunities for Growth

The Company has robust opportunities for growth both organically and through accretive acquisitions.

The graph below illustrates the number of electricity and natural gas customers added by year, both organically and through acquisition.



Notes:

(1) Results prior to September 18, 2012 depict the electricity and natural gas customer adds of Public Power and Regional Energy on a combined basis prior to the Combination.

(2) Represent the gross number of electricity and natural gas customers added per year.

Organic Growth

The Company plans to sustain its organic growth in existing and new markets through its diversified sales and marketing platform. Management intends to grow the Company organically and increase its customer lifetime value using the following growth strategies.

- *Customer Segment*. The Company plans to grow in the commercial customer segment. The Company acquired a commercial platform, an experienced commercial sales team and more than 300 broker relationships as part of the TriEagle Acquisition. Once the integration of TriEagle commercial platform is complete during the first half of fiscal 2016, management expect growth in the commercial segment as the sales team will have access to more electricity markets (14 versus 3), new products (natural gas and solar), robust pricing and energy procurement capabilities, and supported by a strong balance sheet.

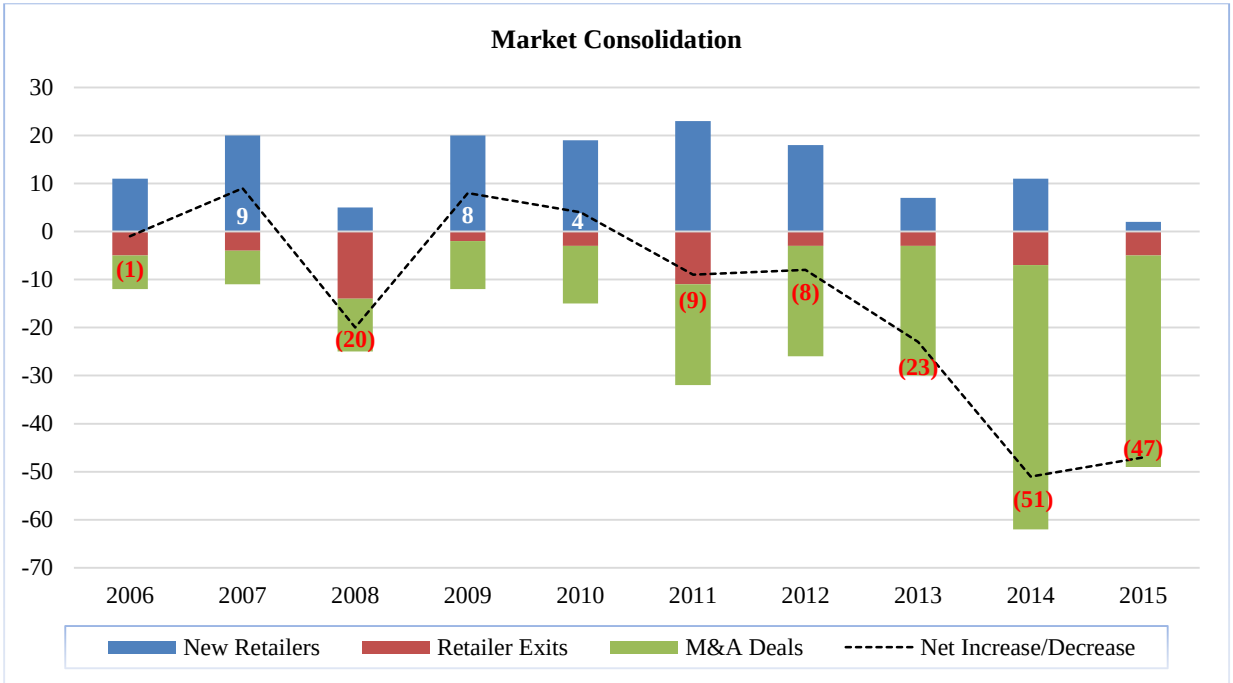
- *Geography*. The Company intends to continue to expand its operating footprint into new markets as well as increase its presence in existing markets. The Company expanded into Texas as a result of the TriEagle Acquisition. The Company is currently applying for licenses in the following markets: Delaware (Comcast Energy Rewards - Electric), Georgia (Comcast Energy Rewards - Natural Gas), Maryland (Comcast Energy Rewards - Electric, Natural Gas), Massachusetts (Comcast Energy Rewards - Electric, Natural Gas, Public Power - Electric, Viridian Energy - Natural Gas), Michigan (Comcast Energy Rewards - Natural Gas, Viridian Energy - Natural Gas) and New Hampshire (Comcast Energy Rewards - Electric, Viridian Energy - Electric). Additionally, the Company recently announced plans to enter the electricity and natural gas market in Australia in 2016 through a strategic partnership with an Australia-based Energy Retailer.

- *Channels*. The Company plans to expand select proprietary distribution channels marketed under the Comcast Energy Rewards (Strategic Marketing Partnerships) and Viridian Energy (Network Marketing) brands. With regards to the Comcast Energy Rewards brand, the Company was operating in more than 50% of the Comcast deregulated footprint by December 31, 2015 and was licensed or actively seeking a license multiple new states. With regards to the Viridian Energy brand, the Company made investments in a new compensation plan, product and technology platform in September 2015 and is licensed or actively seeking a license in multiple new states as well as expanding internationally into the electricity and natural gas market in Australia.

- *Products*. The Company successfully expanded into the residential solar market in September 2013. Management is actively expanding the product portfolio to increase revenue contribution per customer over time. The Company is currently offering smart thermostats and residential demand response products in Texas and has immediate plans to expand the marketing footprint for these products as well as add additional products in 2016.

Acquisition Growth

The Company intends to add customers through accretive acquisitions. Management believes there is a significant opportunity to participate in the consolidation of market participants due to the fragmented nature of the market and significant capital required to support growth. Over the past two years, the number of Energy Retailers in the United States has declined by 51 (2014) and 47 (2015) as a result of market exits and acquisitions.



Management have taken advantage of the consolidation in the Energy Retailer industry and has completed six accretive acquisitions since 2012, including:

- the PNE Acquisition
- the Superior Acquisition
- the HOP Acquisition
- the Gulf Acquisition
- the TriEagle Acquisition
- the Kona Acquisition

See *"General Development of the Business of Crius Energy"* for details of the Companies recent acquisitions activity.

Management expect consolidation in the industry to continue and the Company has the expertise, market relationships and capital to continue to play an active role in the consolidation process.

Suppliers

The Company has an agreement with Macquarie Energy, pursuant to which Macquarie Energy will be the Company's exclusive supplier of wholesale energy (electricity and natural gas) and hedging products through January 2019. Management believes the agreement with Macquarie Energy provides the Company with a stable and scalable source of energy supply and financing that will accommodate the Company's growth and expansion plans. For information regarding the Company's agreements with Macquarie Energy, see "*Principal Agreement with Macquarie Energy*".

Risk Management

Management operates under a set of corporate risk policies and procedures relating to the purchase and sale of electricity, natural gas and solar energy, general risk management and credit and collections functions. The Company's energy procurement department is responsible for managing the Company's commodity positions (including energy procurement, capacity, transmission, renewable energy, and resource adequacy requirements) within risk tolerances defined by the Risk Management Policy. The risk management department, which is independent of the energy procurement department, is responsible for monitoring these positions to ensure compliance with the limits established by the Risk Management Policy. In addition, the board of directors of the Company has a responsibility to oversee Management's exercise of these functions and compliance with the Risk Management Policy. Under the terms of the Base Confirmation Agreement with Macquarie Energy, the Risk Management Policy has been approved by Macquarie Energy, and the Company is required to be in compliance with it at all times. In addition, management has commenced a formal enterprise risk management process, with Board-level reporting, which includes identification of key risks, consideration of potential impacts, evaluation of current mitigating controls and identification of appropriate risk responses.

Commodity Hedging Strategy

The Company's primary risk management objective is to maintain a volumetric and price neutral position in energy markets. The Company maintains a forward hedging program for all fixed price products. The Company's hedging strategy is to match exposures with offsetting physical and financial hedges in each delivery month and location whenever possible, or the closest periods and points where most of the risk can be mitigated. OTC swaps, futures, or physical fixed price hedges may be used to offset outright price exposure. Basis swaps or physical basis may be used to offset basis exposure. Physical basis is the difference between the price of electricity or natural gas at a market hub and the price at the actual delivery location. OTC options may be used to offset price risk from price caps or floors embedded in variable products. OTC options and weather derivatives may be used to offset weather related volume and price risks.

Customer Credit Risk

The Company's credit risk management policies are designed to limit customer credit exposure. Credit risk is limited through participation in POR programs in markets where such programs are available and, in non-POR markets, the Company assesses the creditworthiness of new customers, monitors customer payment activities and administers active collections programs. The Company utilizes various credit scores and credit reports and industry specific risk models, to review the creditworthiness of potential new residential customers as part of the enrolment process. The credit screening process utilizes a number of different customer credit history data points and customer reporting models in order to balance bad debt targets with customer acquisition targets. The Company monitors its aging, bad debt performance and forecasts and adjusts the credit screening processes as necessary.

In POR markets (recourse and non-recourse), the Company assesses the creditworthiness of new customers in the medium to large commercial segment as part of the customer enrollment process. In recourse POR markets, the Company has exposure if the customer is in default with the LDC for 120 days and as such, the Company has instituted a proactive approach to managing customer credit risk by reviewing monthly customer arrears reports from the LDCs. In POR markets, where credit exposure is primarily to the LDC, all utilities that the Company operates within are investment-grade with an average credit rating of BBB+ from Standard & Poor’s and Baa1 from Moody's Investors Service.

Volumetric Risk

The Company's energy procurement department manages the Company's supply and demand portfolio positions. It forecasts the load for each market in which the Company serves customers, basing its forecasts on load profiles for applicable customer classifications, number of meters, historical customer usage, ISO settlements, and seasonal weather patterns. The Company has developed its own proprietary best-practice load forecasting models that employ rigorous backtesting and reporting. The forecast models employ several methodologies, including neural networks and regression analysis, and inputs to the models include customer data provided by the LDC along with forecasted weather information from an industry standard national weather services provider. Once a representative load for each hour, by season, and by day type for each LDC load profile classification has been generated, loss factors as available at the market, LDC, and/or congestion zone level are applied to the results to account for the loss between the generation point and delivery point. The daily load forecast is reviewed and validated by the Company's energy procurement department.

Exposure Limits

The Company's risk management structure is intended to proactively establish conservative limits on open commodity positions. As an overriding principle, speculative commodity positions are prohibited. Hedge limits and guidelines for hedging variable price customer contracts and fixed price customers contracts are firm and must be adhered to, and any deviation is considered a risk violation. For variable price contracts, the energy procurement department may procure up to 100% of the expected load in the current and immediately following month. The energy procurement department may also procure up to 50% of the expected load up to the twelfth month past the current month if certain predetermined conditions are met. For fixed price contracts, the energy procurement department is required to be between 90% to 110% hedged for the aggregate portfolio and between 80% to 120% hedged for each individual month for the duration of the fixed price customer contracts. The maximum term of all fixed price contract hedges is 66 months.

Guidelines and limits for natural gas inventory storage injections and withdrawal are dictated by, and set forth in, the tariff for each pipeline or LDC. Authorized personnel entering into transactions for the purchase and sale of energy have a $20 million transaction limit. Both the Chief Financial Officer and the Chief Executive Officer are authorized to further increase the daily limit by an additional $20 million, but neither is authorized to initiate such transactions.

Renewable Energy Certificates

The Company generally procures and retires RECs to satisfy the renewable portion of the Company's energy products. RECs may be purchased directly from generators or purchased in the secondary market from REC brokers. Generally, the Company purchases RECs in arrears after the period in which it delivers load to customers. The Company forecasts REC prices and incorporates these prices into its customer rate-setting process and where appropriate, hedges the REC exposure by entering into forward REC purchases. In the event that the Company is unable to purchase enough RECs to meet its compliance obligation for its renewable energy products, the Company must pay an alternative compliance payment ("**ACP**"). ACPs are payments that are determined on a state-by-state basis within the state's renewable portfolio standard or alternative energy portfolio standard.

Competition

Management primarily views the larger, well-capitalized Energy Retailers as the Company's primary competition in the electricity and natural gas markets. These competitors would include companies such as Direct Energy Inc., Constellation Energy Group, Inc., Just Energy Group Inc. and NRG Energy, Inc. These companies generally have diversified energy platforms with multiple marketing approaches and broad geographic coverage. Management regularly reviews their offers and marketing approaches to ensure that the Company's products have a competitive value proposition to maintain our competitive positioning.

The Company does not view LDCs as competitors. LDCs are the supplier for customers who have not previously made an active decision to switch to an Energy Retailer or have previously received service from an Energy Retailer, but have switched back to the LDC. In general, LDCs do not actively seek to obtain or retain customers in their service territories as, per regulatory statutes, they are not allowed to profit from supplying electricity or natural gas to the customer.

Management views regulated utility pricing, referred to as the "price to compare" set by utilities, as the competitive benchmark in each state in which the Company operates. Where possible, the Company strives to supply products to customers that offer: (i) a competitive value proposition relative to the price to compare, (ii) a long-term price contract, and/or (iii) a renewable energy product.

The degree of market penetration by Energy Retailers is generally correlated with the length of time the market has been deregulated and the regulatory framework within that market. This trend has been observed across both natural gas and electricity markets as well as across residential, commercial and industrial customer segments.

For solar products, management view the larger solar companies that focus on the residential market as the Company's primary competition. These competitors would include companies such as SolarCity, Sunrun Inc., and Vivint, Inc. These companies typically operate in a broad geographic footprint and have direct marketing capabilities. Additionally, management would expect Energy Retailers to become competition in the solar segment over time.

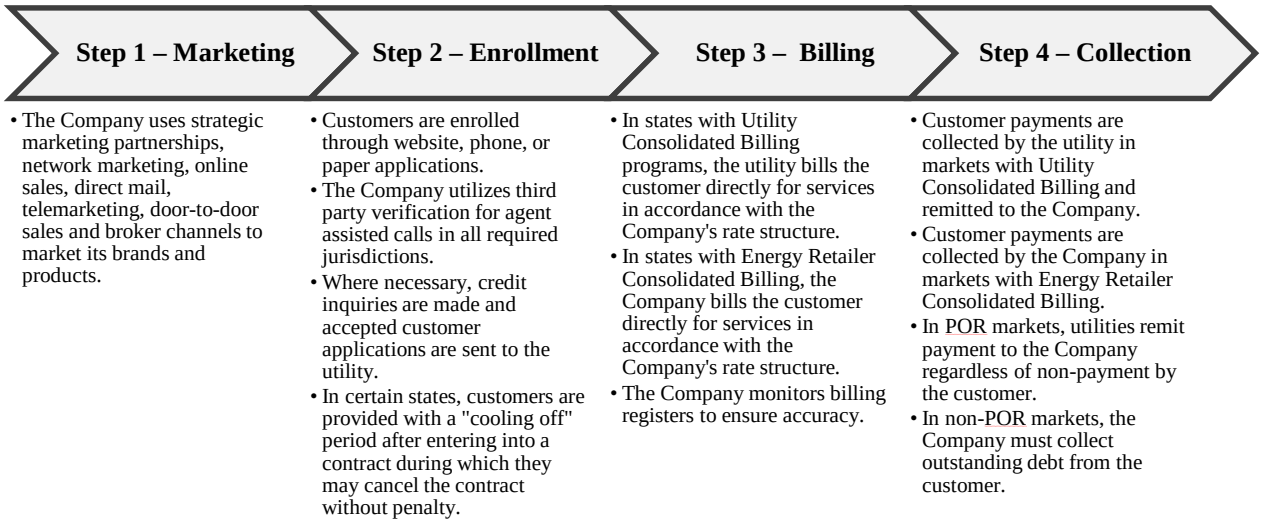
The degree of penetration by solar companies is generally correlated with the customer value proposition which is primarily dependent on utility electricity rates, state incentives (e.g. solar renewable energy certificate programs) and market fundamentals (e.g. the number of sunny days). The solar industry is still in the early stages of development with approximately 1% penetration and is expected to grow rapidly over the next 5 years as a result of the ITC extension.

Customer Energy Contracts

Typical Customer Lifecycle

The following chart depicts the typical customer lifecycle for the Company.

Typical Customer Lifecycle



Fixed and Variable Contracts

The Company's customers purchase electricity and/or natural gas under energy contracts with standard terms and conditions. The Company offers variable price contracts with a month-to-month term and a rate subject to change at any time, or fixed price contracts under which there is a fixed contract term of up to 60 months and a fixed price for the term. Generally, fixed price contracts have an early termination fee in the event the customer terminates service prior to the end of the fixed contract term.

For variable price contracts, the Company charges customers a price broadly derived from, among other factors, the Company's wholesale cost of energy, capacity and ancillary costs, renewable energy credits, system line losses, and supply and credit related fees plus a margin that generally allows the Company to maintain operational margins independent of natural gas and electricity market conditions. Other factors that may affect the price charged to customers in a variable price contract include, but are not limited to, operational costs, assessments, government charges and charges by the LDC. For fixed price energy contracts, customers buy energy from the Company at a fixed price over the term of the contract. This permits the Company's customers to benefit from price certainty and mitigate any exposure to changes in natural gas and electricity prices for the term of the contract.

Contract Termination

The Company's variable contracts can be terminated by the customer without penalty. The Company's residential fixed contracts may not be terminated by the residential customer prior to the expiry of their term unless the customer either pays a flat early termination fee that varies between $0 and $150, or one that varies by the remaining term of the contract, e.g. $20 per month remaining. Under commercial contracts, early termination fees vary depending on hedging terms, expected margins and other factors.

In most states in which the Company operates, customers who decide to switch energy providers, or who are moving their service, are required to give notice to their LDC, new Energy Retailer or existing Energy Retailer. Once the LDC is notified of the customer's decision to switch or move their service, the LDC notifies the Company.

If a customer has fallen behind on payments, the customer may be dropped by the Energy Retailer from competitive supply service. Prior to being dropped by the Energy Retailer, the customer is required to be notified in accordance with state rules. If there is an outstanding debt and the LDC is no longer responsible for remitting payment to the Company on behalf of the customer (non-POR states and recourse POR states), the Company pursues debt collection even after a customer's service has been terminated.

Customer Service Centres

The Company operates one customer service centre located in Florida and an offshore third-party managed call center in Guatemala. Any of the Company's customers can call the customer service centres directly, where sales representatives are equipped to provide customer service and enroll customers for any of our products through a secure internal online enrollment application.

Employees

The Company has 314 employees as of December 31, 2015 in the following departments:

- sales and marketing — 163;
- operations — 33;
- finance — 49;
- energy supply and risk management — 13;
- legal, regulatory and compliance — 12;
- information technology — 36; and
- administration — 8.

Facilities

The Company does not own any real property. The table below summarizes the leases of real property entered into by the Company as at December 31, 2015.

Location	Square Feet	Function	Term
1055 Washington Boulevard, Stamford, Connecticut	23,800	Crius Energy Headquarters	Expires August 30, 2016
9 West Broad Street, Stamford, Connecticut	10,677	Sales and Operations Office	Expires September 30, 2016
2620 Technology Forest Blvd, The Woodlands, Texas	10,709	Sales and Operations Office	Expires April 16, 2018
6469 and 6471 102nd Ave, N. Pinellas Park, Florida	9,451	Customer Call Center	Expires May 18, 2018

Environmental Protection

The Company does not view potential environmental liabilities as a concern in its business. The Company does not have physical control of the natural gas or electricity it supplies to customers, or of any facilities used to transport it. Therefore, any potential liability of the Company for the natural gas or electricity it supplies to its customers is considered to be relatively remote.

Intangible Property

The Company owns several trademarks and logos that protect its brand names and marketing platforms, such as the Crius logo, the Viridian logo, the Citra Solar™ name, and the phrases "power with purpose" and "Everyday Green". The Company has a trademark program in place to file and protect its trademarks.

PRINCIPAL AGREEMENT WITH MACQUARIE ENERGY

On April 1, 2015, the Buyer Group entered into the fourth amendment to the Base Confirmation Agreement which has an overall limit of US$250 million and a term ending January 2019. The Base Confirmation Agreement is part of a structured transaction pursuant to which Macquarie Energy supplies the Buyer Group with natural gas and electricity on an exclusive basis within the states in which they operate and also provides the Working Capital Facility. The description below is qualified in its entirety by reference to the text of the Base Confirmation Agreement. The Base Confirmation Agreement is available on SEDAR under the Trust's issuer profile at www.sedar.com. See *"Material Contracts"*.

Under the Base Confirmation Agreement, the Buyer Group must obtain quotes for the quantity of electricity or natural gas it wishes to purchase from Macquarie Energy. If the Buyer Group does not accept the quote or Macquarie Energy declines to produce a quote, the Buyer Group may enter into an agreement with an approved third party through Macquarie Energy on terms acceptable to Macquarie Energy (a "**Third Party Hedge**"). Upon entering into a Third Party Hedge, Macquarie Energy and the Buyer Group will automatically enter into a corresponding back-to-back transaction agreement on equivalent terms to the Third Party Hedge (a "**Sleeved Transaction**").

Macquarie Energy is only required to enter into a Third Party Hedge and any related Sleeved Transaction if: (i) Macquarie Energy has rejected, failed to respond to or quoted a price that was higher than a quote received by the Buyer Group from an approved third party; (ii) no event of default, potential event of default or termination event under the Base Confirmation Agreement or any related document has occurred; and (iii) the Third Party Hedge does not have to be cleared through an exchange. The Buyer Group will not be subject to a sleeve fee for any Sleeved Transaction that was due to a non-quote by Macquarie Energy. The fee per Sleeved Transaction is $0.25 per MWh of electricity and $0.025 per MMBtu of gas.

The approved third parties for a Third Party Hedge are specified in the Base Confirmation Agreement. This list can be updated at any time provided that at all times it includes at least 10 approved third parties with a sufficient amount of credit capacity to permit Buyer Group purchases up to the limits specified under the Base Confirmation Agreement.

Pricing and Payment

Pricing and Minimum Annual Payment

All of the Buyer Group's purchases of electricity and natural gas are set using market-based pricing. Purchases of permitted financial and physical hedges, and physical and financial sleeved transactions, will be transacted at prices agreed to between Macquarie Energy and the Buyer Group, together with any additional corresponding fees.

The Buyer Group is required to pay a minimum annual fee equal to the amount of energy fees that the Buyer Group would have paid Macquarie Energy in a year had the Buyer Group purchased the applicable specified minimum annual volume for natural gas and electricity for such year. The minimum annual fee in any year is reduced, on a dollar for dollar basis, by the amount of energy fees actually paid by the Buyer Group for natural gas and electricity purchased during such year.

Lockbox Accounts

The Buyer Group is required to direct all LDCs serving the Buyer Group's customers, as well as non-POR customers, to remit all customer payments into designated restricted bank accounts (the "**Lockbox Accounts**") for which Macquarie Energy has been designated the administrator by the Buyer Group. Each month, the Buyer Group is required to initiate a request to transfer funds from the Lockbox Accounts to Macquarie Energy for the energy supplied and other fees and interest due under the Base Confirmation Agreement.

If the Lockbox Accounts contain insufficient funds on the applicable payment date, Macquarie Energy may, on a daily basis, transfer or direct the Buyer Group to transfer all incoming amounts received into the Lockbox Accounts into Macquarie Energy's bank accounts until its invoices have been paid in full.

At the end of each month, provided that (i) no event of default, termination event or potential event of default has occurred, (ii) Macquarie Energy has been paid in full for all amounts owing under all then outstanding monthly invoices, (iii) Macquarie has not received notice that any amount owed to any party is then currently past due, and (iv) the requested distribution would not result in a breach of any covenant, the Buyer Group may submit a request to Macquarie Energy to

transfer funds from the Lockbox Accounts into a bank account of the Buyer Group that is not subject to the Lockbox Account restrictions (the "**Operating Account**"), in which case Macquarie Energy is required to consent to the transfer of funds into the Operating Account as soon as reasonably practicable, but in no event later than one business day following the request.

Working Capital Facility

Under the Base Confirmation Agreement, Macquarie Energy also agreed to advance funds to the Buyer Group under the terms of the Working Capital Facility, provided that at the time of the funding request: (i) the Buyer Group is not subject to an event of default, potential event of default or termination event as described in the Base Confirmation Agreement; and (ii) such request does not cause the Working Capital Facility exposure to exceed US$60 million. Interest on cash advances under the Working Capital Facility is payable at a rate equal to LIBOR plus 5.5% per annum and an incremental interest rate of 1.25% applied to borrowings above a certain threshold.

Letters of Credit

Pursuant to the Base Confirmation Agreement, Macquarie Energy will issue one or more letters of credit on behalf of the Buyer Group, provided, among other things: (a) any letter of credit issued is for the sole purpose of satisfying the credit requirements imposed upon the Buyer Group by an LDC, natural gas pipeline or natural gas storage operator, ISO, governmental authority, state commission or public service commission; (b) the letter of credit, taken together with any balance owing under the Working Capital Facility, does not cause the Working Capital Facility to exceed US$60 million; and (c) the terms are otherwise satisfactory to Macquarie Energy in its reasonable discretion.

To the extent Macquarie Energy posts collateral to any third party on behalf of the Buyer Group, the Buyer Group will ensure such third party returns all such collateral directly to Macquarie Energy when it is no longer required to be posted with such third party. Under no circumstances will the Buyer Group be permitted to post a letter of credit issued pursuant to the Base Confirmation Agreement to Macquarie Energy as collateral to satisfy any obligation under the Base Confirmation Agreement.

Security Interest Given Under Base Confirmation Agreement

The Base Confirmation Agreement and related agreements grant Macquarie Energy a first priority security interest in all property and assets (whether real, personal, or mixed, tangible or intangible) (the "**Collateral**") of the Buyer Group, including the Company's equity securities in Crius Energy Management, LLC, prior and superior in right to any other person to the extent a lien can be created and perfected under the Uniform Commercial Code, subject to any permitted liens. The Buyer Group must take all necessary steps to ensure that Macquarie Energy continues to have a first priority security interest in all of the Collateral and to protect against the establishment of third party liens.

Notable Representations and Covenants

The Base Confirmation Agreement contains customary representations and covenants by the Buyer Group relating to the business and operations of the Buyer Group, including in connection with the ownership and maintenance of assets, regulatory approvals, compliance with laws, insurance, taxes, delivery of financial information, incurrence of indebtedness, and the maintenance of certain financial ratios, including minimum total net worth and minimum margin ratios, as well as an ongoing representation regarding the absence of any event or circumstance that could reasonably be expected to have a material adverse effect. In addition, the Base Confirmation Agreement contains the following covenants by the Buyer Group.

Business Operations in Specified Markets

"**Specified Markets**" means the states of Pennsylvania, Connecticut, Maryland, New York, New Jersey, Illinois, Ohio, New Hampshire, Maine, Rhode Island, Michigan, Indiana, California, Virginia, Delaware, District of Columbia, CAISO, PJM, ISO-New England, NYISO, MISO and each other market in the United States which Macquarie Energy has, in its sole discretion, approved in writing for inclusion as a Specified Market. The Buyer Group shall not enter into any business, directly or indirectly, except for the sale of retail natural gas and electricity in the Specified Markets, residential and commercial solar installations, certain ancillary services or the provision of other products agreed upon in writing by Macquarie Energy, and all services and activities reasonably related to the foregoing to the extent not prohibited under the Base Confirmation Agreement and certain ancillary agreement with Macquarie Energy.

Risk Management Policy

The Buyer Group is required to comply with the Risk Management Policy. Within 60 days prior to each anniversary of the effective date of the Base Confirmation Agreement, the Buyer Group is required to review the Risk Management Policy with Macquarie Energy and make such changes as the Buyer Group and Macquarie Energy mutually agree are commercially reasonable based upon the applicable market, industry, economic and customer conditions and business objectives. Furthermore, the Buyer Group may only amend or modify the Risk Management Policy upon written consent of Macquarie Energy.

Distributions

Each member of the Buyer Group is prohibited from making any payment, including any distribution or dividend, to any direct or indirect equity holder of the member (other than to another member of the Buyer Group) unless it is a "permitted distribution". A "permitted distribution" means a payment made from the Operating Account to equity holders of the Company for purposes of (i) distributing dividends or income to equity owners of the Company, or (ii) reimbursing an equity holder for amounts actually paid in taxes on income attributable to the Buyer Group's business activities, provided that at the time of payment no event of default, potential event of default or termination event has occurred and is continuing.

Independent Directors

The Buyer Group is required to ensure that the Company LLC Agreement requires (i) the appointment of at least three independent directors to the board of directors of the Company, (ii) at all times, a majority of the members of the board of directors of the Company be independent directors, and (iii) the unanimous vote of all of the independent directors shall be required prior to the filing of any voluntary bankruptcy filing or accession to any involuntary bankruptcy filing by the Company or any of its direct or indirect subsidiaries. For these purposes, a director is considered to be independent if he or she: (i) is not a member of management and, in the reasonable opinion of the board of directors of the Company, is free from any interest and any business or other relationship which could reasonably be perceived to materially interfere with the director's ability to act in the best interest of the company for which the individual is a director; (ii) is not an owner of any of the issued and outstanding securities of any member of the Buyer Group; and (iii) does not own, directly or indirectly, as a beneficial holder or as a nominee or associate of a beneficial holder, any of the issued and outstanding securities of any direct or indirect parent of the Company (excluding any securities issued to such individual as compensation for services as a director thereof, provided the issuance complies with certain conditions set out in the Base Confirmation Agreement). The Base Confirmation Agreement provides that, as a general rule, a person who has a material relationship with any member of the Buyer Group will not qualify as independent. However, a person shall not be deemed to have a material relationship with any member of the Buyer Group solely as a result of such person serving as a director of one or more indirect parents of the Company.

Merger or Consolidation

A member of the Buyer Group shall not merge, combine, consolidate, liquidate, wind up its affairs, dissolve itself or change its form or state of organization; provided, however, that a member of the Buyer Group may, without the prior consent of Macquarie Energy, (i) merge, combine or consolidate with another member of the Buyer Group, and (ii) enter into agreements to purchase supply contracts from third parties for new customer load that satisfy certain conditions set out in the Basic Confirmation Agreement.

Change of Control

The Base Confirmation Agreement provides that any contract or agreement which could result in a change in ownership of any member of the Buyer Group constitutes an event of default in respect of the member, other than: (i) the sale of certain assets of Cincinnati Bell Energy LLC to Cincinnati Bell Telephone Company LLC pursuant to certain existing agreements described in the Base Confirmation Agreement; (ii) the Company Interest Acquisition; (iii) changes in ownership resulting from sales of ownership interests in the Company among the owners of the Company; (iv) changes in ownership resulting from sales of additional ownership interests in the Company to US Holdco; and (v) changes in ownership resulting from the repurchase of ownership interests in the Company by the Company (so long as any such purchase would not result in the violation of any covenant of the Buyer Group). In all other circumstances, a change of control of any member of the Buyer Group will result in an event of default under the Base Confirmation Agreement.

Term

The Base Confirmation Agreement expires upon the earlier of January 1, 2019 and the date on which all transactions entered into in accordance with the Base Confirmation Agreement are terminated.

Early Termination Payment

The Buyer Group may terminate the Base Confirmation Agreement at any time upon 90 days written notice to Macquarie Energy. Upon early termination, the Buyer Group must pay a termination payment equal to the estimated fees that would have been payable during the remaining term (based on specified volumes of natural gas and electricity as set out in the Base Confirmation Agreement), less the actual fees paid by the Buyer Group during the year in which the early termination occurs (and all other years remaining in the term).

Events of Default

In addition to the covenants referred to above, the Base Confirmation Agreement contains various other covenants of the Buyer Group which, if breached, would (subject to an applicable cure period) constitute an event of default, such as the failure to maintain a certain minimum net worth, failure to pay taxes and other material third party obligations and limitations on the incurrence of debt, existence of liens or capital expenditures. The Base Confirmation Agreement also contains specific events of default, including the revocation of licenses or permits to market or sell electricity or natural gas in Specified Markets, Macquarie Energy's exposure or permitted hedge exposure exceeding certain limits, or the loss of key management employees (subject to certain cure provisions).

DISTRIBUTIONS

The Trust makes monthly distributions to Unitholders of record as of the close of business on the last business day of each month, which are paid to Unitholders on or about the 15th day of the following month or, if not a business day, the next business day thereafter. The distributions since inception of the Trust have been as follows:

- The initial cash distribution, for the period from and including the date of closing of the IPO on November 13, 2012 to December 31, 2012, was paid on January 15, 2013 to Unitholders of record on December 31, 2012 in the amount of C$0.1326 per Unit.

- Monthly distributions, for the months of January 2013 to January 2014, were paid to Unitholders of record as of the close of business on the last business day of each month, in the amount of C$0.0833 per Unit.

- Monthly distributions for the months of February 2014 to December 2015 were paid to Unitholders of record as of the close of business on the last business day of each month, in the amount of C$0.0583 per Unit.

- Monthly distributions for the months of January 2016 to February 2016 were paid to Unitholders of record as of the close of business on the last business day of each month, in the amount of C$0.0595 per Unit.

On July 14, 2014, the Board announced that monthly distributions would be declared for the upcoming quarter, rather than each month. The Board has maintained this policy since the July 2014 announcement, most recently, on January 6, 2016, declaring monthly distributions for the first quarter of the current year, each in the amount of C$0.0595 per Unit. The monthly distributions for the first quarter of the current year represent, on an annualized basis, a 2% increase over the previous annualized monthly distributions for the year ending December 31, 2015.

The following table sets forth the date of payment, the distribution per Unit and the total amount of the distributions paid by the Trust on Units in three most recently completed financial years:

Date of Distribution	Per Unit (C$)	Total (C$)
January 15, 2013	0.1326	1,326,000
February 15, 2013	0.0833	833,000
March 15, 2013	0.0833	833,000
April 15, 2013	0.0833	833,000
May 15, 2013	0.0833	833,243
June 14, 2013	0.0833	833,243
July 15, 2013	0.0833	833,243
August 15, 2013	0.0833	833,243
September 16, 2013	0.0833	833,243
October 15, 2013	0.0833	833,243
November 15, 2013	0.0833	833,243
December 16, 2013	0.0833	833,243
January 15, 2014	0.0833	833,243
February 17, 2014	0.0833	833,243
March 14, 2014	0.0583	583,870
April 15, 2014	0.0583	583,870
May 15, 2014	0.0583	583,870
June 16, 2014	0.0583	580,163
July 15, 2014	0.0583	579,426
August 15, 2014	0.0583	579,503
September 15, 2014	0.0583	579,503
October 15, 2014	0.0583	579,503
November 17, 2014	0.0583	579,503
December 15, 2014	0.0583	579,503
January 15, 2015	0.0583	579,503
February 17, 2015	0.0583	579,503
March 15, 2015	0.0583	579,503
April 15, 2015	0.0583	579,503
May 15, 2015	0.0583	580,677
June 15, 2015	0.0583	580,677
July 15, 2015	0.0583	580,677
August 17, 2015	0.0583	976,242
September 15, 2015	0.0583	976,242
October 15, 2015	0.0583	976,242
November 16, 2015	0.0583	976,242
December 15, 2015	0.0583	976,242
January 15, 2016	0.0583	976,242
February 16, 2016	0.0595	996,336
March 15, 2016	0.0595	996,336
	C$2.6754	C$29,876,313

Historical distributions may not be reflective of future distributions, which are subject to review by the Administrator Directors, taking into account the prevailing circumstances at the relevant times. See *"Risk Factors"*.

DESCRIPTION OF CAPITAL STRUCTURE

The following is a summary of the material terms of the Trust's capital structure, which together with other summaries of the terms of the Trust Indenture appearing elsewhere in this Annual Information Form, is qualified in its entirety by reference to the text of the Trust Indenture. Reference is made to the Trust Indenture for a complete description of the Units and the full text of its provisions. A copy of the Trust Indenture is available on SEDAR under the Trust's issuer profile at www.sedar.com. See *"Description of the Trust"* and *"Material Contracts"*.

Trust Units

The beneficial interests in the Trust are represented and constituted by one class of trust units described and designated as Units. Each Unitholder is entitled to the rights and subject to the limitations, restrictions and conditions pertaining to the Units as set out in the Trust Indenture, and the interest of each Unitholder is determined by the number of Units registered in the name of such Unitholder.

Each Unit represents an equal, undivided beneficial interest in the Trust Property, and all Units rank among themselves equally and rateably without discrimination, preference or priority. In addition to the rights, privileges and restrictions set out in the Trust Indenture, the Units shall have the following rights, privileges and restrictions: (i) each Unit shall entitle the holder thereof to one vote at all meetings of Unitholders or in respect of written resolutions of the Unitholders; (ii) each Unit shall entitle the holder thereof to participate equally with respect to any and all distributions made by the Trust respecting the Units, including distributions of income of the Trust, net realized capital gains or other amounts pursuant to the Trust Indenture; (iii) on liquidation or termination of the Trust, each Unit shall entitle the holder thereof to participate equally with respect to the distribution of the remaining Trust Property after payment of the Trust's debts, liabilities and liquidation or termination expenses; (iv) there shall be no pre-emptive rights attaching to Units; (v) there shall be no liability for future calls or assessments attaching to Units; and (vi) each Unit shall entitle the holder thereof to require the Trust to redeem the Unit as provided for, and subject to the limitations, in the Trust Indenture.

The Trustee may, in its discretion at any time and from time to time but at all times subject to the provisions of the Trust Indenture, subdivide the Units outstanding at any time so that the number of outstanding Units may be increased, or consolidate the Units outstanding at any time, so that the number of outstanding Units may be decreased.

The aggregate number of Units which are authorized and may be issued under the Trust Indenture by the Trustee is unlimited. The aggregate number of other types of securities of the Trust, including notes (including redemption notes), options, rights, warrants or other securities convertible into or exercisable for Units or other securities of the Trust (including convertible debt securities, subscription receipts and installment receipts) which are authorized and may be issued by the Trustee is unlimited.

During the period commencing April 11, 2014 and ending April 10, 2015, the Trust was authorized pursuant to a normal course issuer bid to purchase through the facilities of the TSX, in accordance with its rules or alternative Canadian trading platforms, a maximum of 500,746 Units representing approximately 5.0% of the public float (as defined by the rules and guidelines of the TSX) as of April 7, 2014. As of April 10, 2015, the Trust had repurchased 94,193 Units for cancellation at an aggregate cost of $0.4 million. The price for any such Unit purchases was the prevailing market price at the time of such purchases.

As of the date of this Annual Information Form, the Trust has 16,745,151 Units outstanding.

Restricted Trust Unit Plan

The Trust adopted a restricted trust unit plan ("**RTUP**") on November 2, 2012, prior to the IPO that closed on November 13, 2012, for directors, officers, employees and direct or indirect service providers of any member of the Crius Group. The policies of the TSX require that all unallocated options, rights or other entitlements ("**Entitlements**") under a security-based compensation arrangement that does not have a fixed maximum number of securities issuable must be approved by the Unitholders of the Trust every three years after institution. As such, the RTUP expired on November 2, 2015, being three years after the RTUP was instituted, since management elected not have Unitholders vote to ratify the RTUP. As of the date of this Annual Information Form, no restricted trust units were outstanding under the RTUP.

Deferred Trust Unit Plan

The Trust adopted the DTUP on January 6, 2016 for non-executive Administrator Directors. Under the DTUP, DTUs are expected to be granted annually to non-executive Administrator Directors. The purpose of this DTUP is to advance the interests of the Trust by: (i) increasing the proprietary interests of non-executive Administrator Directors in the Trust; (ii) aligning the interests of non-executive Administrator Directors with the interests of Unitholders generally; (iii) encouraging non-executive Administrators Directors to remain associated with the Trust; and (iv) furnishing non-executive Administrators Directors with an additional incentive in their efforts on behalf of the Trust.

DTUs awarded under the DTUP vest immediately. However, vested DTUs held by an Administrator Director may not be redeemed for Units until such Administrator Director ceases to be a director of the Administrator or an affiliate of the Trust. Under the DTUP, distributions on Units also accrue to DTUs and are reinvested in notional Units on the date of any such distributions. The policies of the TSX require that security-based compensation arrangements, when instituted or amended, be approved by a majority of the Administrator Directors and Unitholders. The Trust is expected to seek Unitholder approval to ratify the DTUP at the ensuing meeting of Unitholders. DTUs that have already been granted under the DTUP may only be settled in cash prior to the DTUP receiving the requisite approval of the Unitholders. Further, since the DTUP is a reloading plan, the Trust is required to seek Unitholder approval every three years to authorize all unallocated Entitlements under the DTUP.

MARKET FOR SECURITIES OF CRIUS ENERGY TRUST

Trading Price and Volume

The Units are listed and posted for trading on the TSX under the trading symbol "KWH.UN". The following table sets forth the high and low closing prices and the aggregate volume of trading of the Units on the TSX for the periods indicated (as quoted by the TSX):

	Toronto Stock Exchange				
	Open C$	**High C$**	**Low C$**	**Close C$**	**Volume**
2015 Period					
January	5.15	5.49	4.82	5.06	1,043,498
February	5.14	5.92	5.03	5.75	532,674
March	5.76	7.04	5.71	6.93	636,072
April	6.87	8.01	6.84	7.55	937,432
May	7.60	7.92	7.05	7.54	818,366
June	7.45	8.58	6.9	7.47	2,186,933
July	7.27	8.30	7.17	7.92	1,136,919
August	7.99	8.46	6.05	7.96	989,317
September	7.98	9.36	7.59	9.05	1,786,066
October	9.03	9.46	8.62	9.35	890,319
November	9.48	9.90	8.30	8.56	1,436,648
December	8.69	9.01	7.82	8.80	1,009,919

ESCROWED SECURITIES

To the Administrator's knowledge, no securities of the Trust are held in escrow or subject to a contractual restriction on transfer.

DESCRIPTION OF THE TRUST

The following is a summary of the material terms of the Trust Indenture which, together with other summaries of the terms of the Trust Indenture appearing elsewhere in this Annual Information Form, are qualified in their entirety by reference to the text of the Trust Indenture. Reference is made to the Trust Indenture for a complete description of the Units and the full text of its provisions. A copy of the Trust Indenture is available on SEDAR under the Trust's issuer profile at www.sedar.com. See "*Material Contracts*".

General

The Trust is an unincorporated open-ended limited purpose trust established under the laws of the Province of Ontario on September 7, 2012 pursuant the Trust Indenture. The Trust has been established to invest in energy businesses through its various subsidiaries, including the investment in the Company through US Holdco. Although the Trust intends to qualify as a "mutual fund trust" under the Tax Act, the Trust will not be a mutual fund under applicable securities laws.

The Trust is a limited purpose trust and the undertaking of the Trust is restricted to investing its funds in property (other than real property, or an interest in real property). Pursuant to the Trust Indenture, the Trust is restricted from holding any "non-portfolio property", as defined in the Tax Act, and from taking any action, or acquiring, retaining or holding any investment in any entity or other property, that would result in the Trust being a "SIFT trust" or the Trust not being a "mutual fund trust", each as defined in the Tax Act. Subject to the foregoing restrictions, the Trust may acquire, hold, transfer, dispose of, invest in, and otherwise deal with assets, securities (whether debt or equity) and other interests or properties of whatever nature or kind including securities of, or issued by: (i) Cdn Holdco or any associate or affiliate thereof, or any other business entity in which Cdn Holdco has an interest, direct or indirect; (ii) the Commercial Trust; or (iii) any other person involved, directly or indirectly, in the business of, or the ownership, lease or operation of assets or property in connection with, energy related businesses.

Subject to the restrictions contained in the Trust Indenture, including those just noted, the Trustee has the authority to deal with the Trust's property on behalf of the Trust as if it were the beneficial owner of such property, and in particular, may:

(a) hold cash and other short term investments in connection with, and for the purposes of, the Trust's activities, including paying liabilities of the Trust and paying any amounts required in connection with the redemption of Units and making distributions to Unitholders;

(b) issue, or provide for the issuance of, debt or equity securities of the Trust, including Units and Other Trust Securities, on such terms and conditions and at such time or times as the Trustee may determine, provided recourse shall be limited to the property of the Trust;

(c) give a guarantee on behalf of the Trust to secure performance of an obligation of another person;

(d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any movable or immovable, personal or real or other property of the Trust, to secure any obligation of the Trust;

(e) enter into the Voting Agreement;

(f) invest, hold shares, securities, Units, beneficial interests, partnership interests, joint venture interests or other interests in any person necessary or useful to carry out the purpose of the Trust;

(g) redeem or repurchase Units in accordance with the terms set forth in the Trust Indenture;

(h) make or cause to be made, application for the listing or quotation on any stock exchange or market of any Units or Other Trust Securities, and to do all things which in the opinion of the Trustee may be necessary or desirable to effect or maintain such listing or listings or quotation;

(i) possess and exercise all the rights, powers and privileges pertaining to the ownership of any securities held by the Trust;

(j) to the extent not prohibited by applicable law, to delegate any of the powers and duties of the Trustee to any one or more agents, representatives, officers, employees, independent contractors, subcontractors or other persons (including to the Administrator pursuant to the terms of the Administration Agreement or otherwise) without liability to the Trustee except as provided in the Trust Indenture; and

(k) do all such other acts and things as are necessary, useful, incidental or ancillary to the foregoing and to exercise all powers and authorities which are necessary, useful, incidental or ancillary to carry on the affairs of the Trust, to promote any purpose for which the Trust is formed and to carry out the provisions of the Trust Indenture.

Units of the Trust

The beneficial interests in the Trust are represented and constituted by one class of units described and designated as "Units". An unlimited number of the Units may be issued pursuant to the Trust Indenture. The Trust may also issue an unlimited number of Other Trust Securities. As of the date of this Annual Information Form, the Trust has 16,745,151 Units outstanding.

Each Unit represents an equal, undivided beneficial interest in the Trust Property, and all Units shall rank equally and rateably with all of the other Units without discrimination, preference or priority. Each Unit entitles the holder to one vote at all meetings of Unitholders.

Unitholders are entitled to receive non-cumulative distributions from the Trust if, as and when, declared by the Trustee. Units are redeemable on demand by the holders thereof, and may be purchased for cancellation by the Trust through offers made to, and accepted by, such holders. See *"Description of the Trust — Redemption at the Option of Unitholders"* and *"Description of the Trust — Repurchase of Securities"*. There are no other conversion, retraction, redemption or pre-emptive rights for Unitholders.

Issuance of Units

The Trust Indenture provides that the Units or Other Trust Securities may be created, issued, sold and/or delivered at such times, to such persons, for such consideration and on such terms and conditions as the Trustee or the Administrator determines, including pursuant to any Unitholder rights plan or any compensation plan established by the Trust. The authority to determine the timing and terms of future offerings of Units has been delegated by the Trustee to the Administrator. See *"Description of the Trust — Delegation to the Administrator"*. Units are to be issued by the Trustee only when fully paid in money, property or past services, and they are not to be subject to future calls or assessments, provided that: (i) Units may be issued for consideration payable in instalments if the Trust takes security over any such Units for unpaid instalments; and (ii) the consideration for any Unit issued by the Trust shall be paid in money or in property or in past services that are not less in value than the fair equivalent of the money that the Trust would have received if the Unit had been issued for money, provided that property shall not include a promissory note or promise to pay given by the allotted. In determining whether property or past services are the fair equivalent of monetary consideration, the Trustee or the Administrator may take into account reasonable charges and expenses of organization and reorganization and payments for property and past services reasonably expected to benefit the Trust, and the resolution of the Trustee or the Administrator allotting and issuing those Units shall express the fair equivalent in money of the non-cash consideration received.

Units may be issued in satisfaction of any non-cash distribution by the Trust to Unitholders on a *pro rata* basis. The Trust Indenture also provides that immediately after any *pro rata* distribution of Units to Unitholders in satisfaction of any non-cash distribution, the number of outstanding Units will be automatically consolidated such that each Unitholder will hold, after the consolidation, the same number of Units as the Unitholder held before the distribution of such additional Units, subject to reduction for payment of applicable withholding taxes.

Limitation on Non-Resident Ownership

The Trust intends to qualify as a "mutual fund trust" under the Tax Act. A trust may lose its status under the Tax Act as a "mutual fund trust" if it can reasonably be considered that, having regard to all the circumstances, the trust was established or is maintained primarily for the benefit of non-residents of Canada. Generally, this limitation will not apply if all or substantially all of the trust's property is not "taxable Canadian property" as defined in the Tax Act. The Trust anticipates that its property will not be taxable Canadian property. In the event the Trust acquires "taxable Canadian property", the Trust Indenture provides that Non-residents (as such term is defined in the Trust Indenture) may not be the beneficial owners of more than 49% of the outstanding Units, on either a non-diluted or fully diluted basis or on a fair market value basis. It is the responsibility of the Administrator to monitor compliance by the Trust with this non-resident restriction, and to take all such actions as may reasonably be undertaken on behalf of the Trust to cause the Trust to maintain its status as a "mutual fund trust" under the Tax Act. The Administrator has various powers that can be used for the purpose of monitoring and controlling the extent of non-resident ownership of the Units.

U.S. Resident Restriction

The Trust is a "foreign private issuer" as such term is defined in the *United States Securities Exchange Act of 1934*, as amended (the "**U.S. Securities Act**"). The Trust Indenture provides that at no time prior to the Trust filing a registration statement in accordance with the U.S. Securities Act or registering a class of securities under the U.S. Securities Act (other than, in either case, in reliance on the Multijurisdictional Disclosure System between Canada and the United States) may more than 50% of the outstanding voting securities of the Trust be directly or indirectly owned of record by U.S. Residents (as such term is defined in the Trust Indenture). It is the responsibility of the Administrator to monitor compliance by the Trust with this United States residency restriction, and to take all such actions as may reasonably be undertaken on behalf of the Trust to cause the Trust to maintain its status as a "foreign private issuer". The Administrator has various powers that can be used for the purpose of monitoring and controlling the extent of ownership by United States residents of the Units.

Book Entry Only System

Except as otherwise provided below, the Units are issued in "book entry only" form and must be purchased or transferred through participants in the depositary service of CDS ("**CDS Participants**"), which include securities brokers and dealers, banks and trust companies. Except as described below, no Unitholder is entitled to a certificate or other instrument from the Trust or CDS evidencing that holder's ownership of Units, and no Unitholders is shown on the records maintained by CDS, except through a book entry account of a CDS Participant acting on behalf of such holder. Each purchaser acquiring a beneficial interest in a Unit (a "**Beneficial Owner**") will receive a customer confirmation of purchase from the registered dealer from which the Unit is purchased in accordance with the practices and procedures of that registered dealer. The practices of registered dealers may vary, but generally customer confirmations are issued promptly after execution of a customer order. CDS is responsible for establishing and maintaining book entry accounts for CDS Participants having interests in the Units.

The Trust will not assume any liability for: (i) any aspect of the records relating to the beneficial ownership of the Units held by CDS or the payments relating thereto; (ii) maintaining, supervising or reviewing any records relating to the Units; (iii) any statement made with respect to CDS and contained in this Annual Information Form and relating to the rules governing CDS; or (iv) any action to be taken by CDS or at the direction of the CDS Participants. The rules governing CDS provide that it acts as the agent and depositary for the CDS Participants. As a result, CDS Participants must look solely to CDS and Beneficial Owners must look solely to CDS Participants for the payment of the distributions on the Units paid by or on behalf of the Trust to CDS.

As indirect holders of Units, investors should be aware that they (subject to the situations described below): (i) may not have Units registered in their name; (ii) may not have physical certificates representing their interest in the Units; (iii) may not be able to sell the Units to institutions required by law to hold physical certificates for securities they own; and (iv) may be unable to pledge Units as security.

If: (i) CDS resigns or is removed from its responsibilities as depositary with respect to the Units and the Trust is unable or does not wish to locate a qualified successor; (ii) the Administrator or the Trust, at their option (including to ensure compliance with the Trust Indenture's non-resident ownership limitations or United States residency restrictions) elects, or is required by law, to terminate the book entry system; or (iii) Unitholders representing more than 66⅔% of the aggregate votes entitled to be voted at a meeting of Unitholders vote to discontinue the book entry system, then Units will be issued in fully registered form to Unitholders or their nominees.

Transfer of Units

Units are transferable at any time and from time to time. Transfers of ownership in the Units may only be effected through records maintained by CDS or its nominee for such Units with respect to interests of CDS Participants, and on the records of CDS Participants with respect to interests of persons other than CDS Participants. Unitholders who are not CDS Participants, but who desire to purchase, sell or otherwise transfer ownership of or other interests in the Units, may do so only through CDS Participants.

Repurchase of Securities

The Trust is entitled, at any time, to offer to purchase Units or Other Trust Securities for cancellation at a price per security and on a basis determined by the Trustee in its discretion, but in compliance with applicable securities legislation and the rules prescribed under applicable stock exchange or regulatory policies. The authority to determine the timing and terms of any such repurchase of Units has been delegated by the Trustee to the Administrator. Any such purchase will constitute an "issuer bid" under Canadian provincial securities legislation and, if not exempt, must be conducted in accordance with the applicable requirements thereof.

Takeover Bids

If there is a takeover bid for all of the outstanding Units (such Units subject to the bid collectively referred to as the "**Bid Units**") and, within 120 days after the date of a takeover bid, the bid is accepted by the holders of not less than 90% of the Bid Units, other than Bid Units held by or on behalf of, or issuable to, the offeror or an affiliate or associate of the offeror, then the offeror is entitled to acquire the Bid Units held by persons who did not accept the takeover bid, with such acquisition to occur on the same terms on that the offeror acquired Bid Units from persons who accepted the takeover bid. Similar provisions apply with respect to a takeover bid for all of any class of Other Trust Securities that are convertible into or exchangeable for Units. The Trust Indenture does not provide a mechanism for Unitholders who do not tender their Units to a takeover bid to apply to a court to fix the fair value of their Units.

Investments and Investment Restrictions

Monies or other property received by the Trust or the Trustee on behalf of the Trust, including the net proceeds of any offering, may be used at any time and from time to time, for any purpose not inconsistent with the Trust Indenture. See *"Description of the Trust — General"*.

The Trust Indenture contains investment restrictions to ensure that the Trust:

(a) complies at all times with the requirements for a "mutual fund trust", as defined in the Tax Act;

(b) does not take any action, or acquire or hold any investment or other property, that would result in the Trust not being considered a "mutual fund trust" for purposes of the Tax Act;

(c) does not take any action, or acquire, hold any investment or other property, that would result in the Trust being a "SIFT trust" as defined in the Tax Act; and

(d) does not acquire or hold any "non-portfolio property", as defined in the Tax Act.

Distributions

The Trust intends to continue making monthly distributions to Unitholders of record as of the close of business on the last business day of each month, which are expected to be paid to Unitholders on or about the 15th day of the following month (or if not a business day, the next business day thereafter). The amount of cash to be distributed on a *pro rata* basis per month per Unit is determined in the discretion of the Trust. As of the date of this Annual Information form, the Trust's current monthly distribution rate is C$0.0595 per Unit. See "*Distributions"*. As results of operations may vary, the distribution of cash is not guaranteed.

For calendar-years ending December 31, 2013, December 31, 2014 and December 31, 2015, the Trust made distributions to the Unitholders. These distributions were comprised of both taxable and non-taxable components. For these reporting periods, the taxable portion of the distributions totaled approximately 79%, 74%, and 79% respectively, and the non-taxable portion of the distributions totaled approximately 21%, 26%, and 21% respectively. These historical tax characteristics of the cash distributions to Unitholders are for informational purposes only, and may not be reflective of future tax characteristics.

Where the Administrator, as administrator of the Trust, determines that the Trust does not have cash in an amount sufficient to make payment of the full amount of any distribution that has been declared to be payable, payment of such distribution may, at the option of the Administrator, include the issuance of additional Units, if necessary, having an aggregate value

equal to the difference between the amount of such declared distribution and the amount of cash that has been determined by the Administrator to be available for the payment of such distribution. The value of each Unit that is to be issued in payment of distributions shall be the "market price" (as determined in accordance with the provisions of the Trust Indenture). See *"Description of the Trust — Issuance of Units"*. Such additional Units will be issued pursuant to applicable exemptions under applicable securities laws, discretionary exemptions granted by applicable securities regulatory authorities or a prospectus or similar filing.

Payments of distributions on each Unit issued in "book entry only" form are made by the Trust to CDS or its nominee, as the case may be, as the registered owner of Units, and the Trust understands that such payments are forwarded by CDS or its nominee, as the case may be, to CDS Participants. As long as CDS or its nominee is the registered owner of Units, CDS or its nominee, as the case may be, is considered the sole owner of those Units for the purposes of receiving payments on those Units. The responsibility and liability of the Trust in respect of the payment of distributions in respect of the Units is limited to making payment of any income or capital in respect of those Units to CDS or its nominee.

The Trust's ability to pay distributions to Unitholders is dependent upon the ability of the Trust Subsidiaries to meet their dividend, interest, principal and other distribution obligations. US Holdco's income, and thus the income of Cdn Holdco, the Commercial Trust and the Trust, is derived from distributions on the Company Interest, and is, therefore, susceptible to the risks and uncertainties associated with the Company's business and the electricity and natural gas industry generally, particularly in the United States. See *"Risk Factors"*.

Redemption at the Option of Unitholders

Units are redeemable at any time or from time to time on demand by the Unitholders thereof upon delivery to the Trust at its head office and to CDS (if a global unit certificate has been issued by the Trust) of a duly completed and properly executed notice, in a form reasonably acceptable to the Trustee, requesting redemption, together with written instructions as to the number of Units to be redeemed and the certificates, if any, representing Units to be redeemed (if a global unit certificate has not been issued by the Trust). Upon tender of Units by a Unitholder for redemption, all rights to and under the Units tendered for redemption shall immediately cease, provided that the Unitholder thereof shall retain the right to receive distributions thereon which have been declared payable to Unitholders of record prior to the date of tender for redemption, being the date the Trust has, to the satisfaction of the Trustee, received all documents required in connection with the redemption (the "**Redemption Date**"), and the right to receive a price per Unit (the "**Redemption Price**") in cash equal to the lesser of: (i) 90% of (a) the volume weighted average trading price of a Unit traded on the principal stock exchange on which the Units are listed (or, if the Units are not listed on any such exchange, on the principal market on which the Units are quoted for trading) during the period of the 10 consecutive trading days ending immediately prior to the Redemption Date; (b) if the applicable exchange or market does not provide information necessary to compute a volume weighted average trading price, an amount equal to the volume weighted average of the closing prices of a Unit for each of the 10 consecutive trading days occurring immediately prior to the Redemption Date on which there was a closing price, provided that if the applicable exchange or market does not provide a closing price, but only provides the highest and lowest prices of the Units traded on a particular day, the price shall be an amount equal to the volume weighted average of the average of the highest and lowest prices for each of the trading days on which there was a trade; and (c) if there was trading on the applicable market or exchange for fewer than five of the 10 consecutive trading days occurring immediately prior to the Redemption Date, the volume weighted average of the following prices established for each of the 10 trading days: (1) the average of the last bid and last asking prices for each day on which there was no trading; (2) the closing price of the Units for each day that there was trading if the exchange or market provides a closing price; and (3) the average of the highest and lowest prices of the Units for each day that there was trading, if the exchange or market provides only the highest and lowest prices of Units traded on a particular day; and (ii) an amount equal to 100% of (a) the volume weighted average trading price of a Unit on the Redemption Date, on the principal stock exchange on which Units are listed (or, if the Units are not listed on any such exchange, on the principal market on which the Units are quoted for trading) if the applicable exchange or market provides information necessary to compute a volume weighted average trading price on such date; (b) the closing price of a Unit if there was a trade on the Redemption Date, and the exchange or market provides only a closing price; (c) the simple average of the highest and lowest prices of Units on the Redemption Date if there was trading on such date and the exchange or market provides only the highest and lowest trading prices of Units traded on a particular day; or (d) the simple average of the last bid and the last asking prices of the Units on the Redemption Date if there was no trading on such date.

The aggregate Redemption Price payable by the Trust in respect of any Units tendered for redemption during any month shall be paid by cheque drawn on a Canadian chartered bank or trust company in lawful money of Canada payable to the

Unitholder who exercised the right of redemption, on or before the end of the calendar month following the calendar month in which the Units were tendered for redemption; provided that Unitholders shall not be entitled to receive cash upon the redemption of their Units if: (i) the total amount payable by the Trust in respect of such Units and all other Units tendered for redemption in the same calendar month exceeds C$100,000 (provided that such limitation may be waived at the discretion of the Trustee); (ii) at the time such Units are tendered for redemption, the outstanding Units are not listed for trading on the TSX and are not traded or quoted on any other stock exchange or market which the Trustee considers, in its discretion, provides representative fair market value prices for the Units; (iii) the normal trading of Units is suspended or halted on any stock exchange on which the Units are listed for trading (or, if not listed on a stock exchange, on any market on which the Units are quoted for trading) on the Redemption Date or for more than five trading days during the 10 consecutive trading-day period immediately prior to the Redemption Date; or (iv) the Trust or any affiliate of the Trust (including US Holdco) is, or after such redemption would be, in default under any agreements entered into by the Trust or any of its affiliates, from time to time, which set forth the terms and conditions of any debt financing obtained by the Trust, or by any one of its affiliates (as the case may be), from any person or persons not affiliated with the Trust (and for further certainty, shall include all agreements pertaining to issuances of debentures or other debt securities to the public).

If a Unitholder is not entitled to receive cash upon the redemption of Units as a result of the limitations set forth in the immediately preceding paragraph, then the Redemption Price for each Unit tendered for redemption shall be equal to the fair market value of a Unit as determined by the Trustee, in its discretion, and shall, subject to all necessary regulatory approvals, be paid and satisfied by way of a distribution *in specie* of Trust Property (other than Cdn Holdco Shares, US Holdco Shares, Commercial Trust Units or the US Holdco Note), as determined by the Trustee in its discretion. To the extent that the Trust does not hold Trust Property (other than Cdn Holdco Shares, US Holdco Shares, Commercial Trust Units or the US Holdco Note) having a sufficient amount outstanding to effect payment in full of the *in specie* Redemption Price, the Trust may effect such payment by issuing Redemption Notes, being unsecured subordinated promissory notes of the Trust.

It is anticipated that the redemption right will not be the primary mechanism for Unitholders to dispose of their Units. The assets of the Trust which may be distributed *in specie* to Unitholders in connection with a redemption will not be listed on any stock exchange and no market is expected to develop in such assets of the Trust. The Trust Property so distributed is expected to be subject to resale restrictions under applicable securities laws and is not expected to be a qualified investment for Registered Plans.

Trustee

Computershare is the Trustee and the transfer agent and registrar for the Units. Subject to the express limitations contained in the Trust Indenture and any grant of certain powers to the Administrator, as administrator of the Trust, the Trustee has full, absolute and exclusive power, control and authority over the Trust Property and over the affairs of the Trust, to the same extent as if the Trustee were the sole and absolute beneficial owner of the Trust Property in its own right, and to do all such acts and things as in its discretion are necessary or incidental to, or desirable for, the carrying out of the duties of the Trust created pursuant to the Trust Indenture. The Trustee has no obligation to Unitholders beyond the obligations set out in the Trust Indenture, except as may be mandated by law.

The Trust Indenture provides that the Trustee must discharge its duties honestly, in good faith and in the best interests of the Trust and the Unitholders, and in connection therewith, exercise the degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances.

Except as expressly prohibited by law, the Trustee may in its discretion delegate the execution of certain of its authority and powers to the Administrator, as the administrator of the Trust, pursuant to the terms of the Administration Agreement. The Trustee may in its discretion also delegate the execution of certain of its authority and powers to such other persons as is necessary or desirable to carry out and effect the actual management and administration of the duties of the Trustee under the Trust Indenture without regard to whether such authority is normally delegated by trustees. See *"Description of the Trust — Delegation to the Administrator"*.

The Trustee shall be entitled to make any reasonable decisions, designations or determinations, not contrary to the Trust Indenture, which it may determine are necessary or desirable in interpreting, applying or administering the Trust Indenture, or in administering, managing or operating the Trust. Any Trustee's decisions, designations or determinations made pursuant to the Trust Indenture shall be conclusive and binding upon the Trust and the Unitholders.

The Trustee may resign as Trustee by giving to the Administrator, in its capacity as administrator of the Trust, not less than 90 days prior written notice, unless the Administrator agrees to a shorter period of notice. The Trustee may be removed at any time, with or without cause, by Ordinary Resolution. The Trustee may also be removed at any time by the Administrator, in its capacity as administrator of the Trust, by notice in writing to the Trustee upon the occurrence of certain events, including where (i) the Trustee is declared bankrupt or insolvent or enters into liquidation to wind up its affairs, (ii) all of its assets (or a substantial part thereof) are subject to seizure or confiscation, (iii) it becomes incapable or refuses to perform its responsibilities under the Trust Indenture, or (iv) the Trustee at any time ceases to be incorporated under the laws of Canada or a province thereof, to be resident in Canada for the purposes of the Tax Act, or to be authorized and registered under the laws of the Province of Ontario, or such other province of Canada in which the head office of the Trust may from time to time be located, to carry on the business of a trust company.

Any resignation or removal of the Trustee will take effect on the date upon which the last of the following occurs: (i) a successor Trustee is appointed or elected pursuant to the Trust Indenture; and (ii) the new successor Trustee has accepted such election or appointment and has legally and validly assumed all obligations of the Trustee under the Trust Indenture. If no successor Trustee has been appointed or elected within 60 days of notice being given by the Trustee of its resignation, approval of an Ordinary Resolution to remove the Trustee, or the giving of notice by the Administrator to remove the Trustee, as the case may be, any Unitholder, the Trustee, the Administrator or any other interested person may apply to a court of competent jurisdiction for the appointment of a successor trustee.

Upon the taking effect of any resignation or removal of the Trustee under the terms of the Trust Indenture, the Trustee shall cease to be a party to the Administration Agreement and the Voting Agreement.

The Trust Indenture provides that the Trustee shall be entitled to rely on, and shall have no liability to any Unitholder, holder of Other Trust Securities, or any person for acting or failing to act, in good faith in relation to any matter relating to the Trust where such action or failure is based upon, statements from, the opinion or advice of or information from auditors, counsel or any valuator, engineer, surveyor, appraiser or other expert where it is reasonable to conclude that the matter in respect of which such statements are made, or opinion or advice given, ought to be within the expertise of such advisor or expert, provided that the Trustee has satisfied its standard of care in selecting such advisor and expert. The Trustee shall have no liability whatsoever to any Beneficiary or any other person for any obligation, liability or claim arising in connection with, directly or indirectly, the Trust Property or the conduct and undertaking of the affairs of the Trust, including (i) any action or failure to act by the Trustee with respect to its duties, responsibilities, powers, authorities and discretion under the Trust Indenture (including failure to compel in any way any trustee to redress any breach of trust or any failure of the Administrator to perform its duties under, or delegated to it under, the Trust Indenture, the Administration Agreement or any other contract), (ii) any error in judgment, (iii) any matters pertaining to the administration or termination of the Trust, (iv) any environmental liabilities, (v) any action or failure to act by the Administrator or any other person to whom the Trustee has, as permitted by the Trust Indenture, delegated any of its duties, and (vi) any depreciation of, or loss to, the Trust incurred by reason of the retention or sale of any Trust Property, unless such liabilities arise from, or out of the wilful misconduct, fraud or gross negligence of the Trustee or the breach by the Trustee of its standard of care under the Trust Indenture (which does not include ordinary inadvertence in the acts or omissions of the Trustee). Where the Trustee is held liable to any person, or its property or assets are subject to levy, execution or other enforcement resulting in personal loss to the Trustee in circumstances where there is to be no liability on the Trustee on the basis just described, the Trustee shall be indemnified out of the Trust Property to the full extent of such liability, and the costs of any action, suit or proceeding or threatened action, suit or proceeding, including reasonable legal fees and disbursements. The Trust Indenture also contains other customary provisions limiting the liability of the Trustee.

Certain Restrictions on Trustee's Powers

The Trust Indenture provides that a change to the Administration Agreement, the Voting Agreement or any extension thereof, the terms of any constating document of any affiliate of the Trust, and the terms of any agreement entered into by the Trust or its affiliates with the Administrator, must be approved by a majority of the Administrator Directors.

The Trust Indenture further provides that the Trustee shall not, without approval of Unitholders by Ordinary Resolution, (i) vote or instruct on the voting of any share of the Administrator pursuant to the Voting Agreement, including with regard to the election of Administrator Directors, or (ii) appoint or change the auditors of the Trust, except in the event of a voluntary resignation of such auditors.

In addition, the Trust Indenture provides that the Trustee shall not, without approval of Unitholders by Special Resolution: (i) amend the Trust Indenture, except as permitted by the Trust Indenture (as described under *"Amendments to the Trust Indenture"* below); (ii) sell, lease, exchange or transfer all or substantially all of the Trust Property, other than (a) pursuant to *in specie* redemptions permitted under the Trust Indenture, (b) in order to acquire Cdn Holdco Shares, Commercial Trust Units and/or US Holdco Notes in connection with pursuing the purpose of the Trust, or (c) in conjunction with an internal reorganization involving the sale, lease, exchange or other transfer of the Trust Property (whether or not involving all or substantially all of the Trust Property), including pursuant to an amalgamation, arrangement or merger of the Trust and/or one or more of its affiliates, as a result of which the Trust has substantially the same interest, whether direct or indirect, in the Trust Property that it had prior to such sale, lease, exchange or other transfer; or (iii) authorize the termination, liquidation or winding up of the Trust, other than at the end of the term of the Trust.

Amendments to the Trust Indenture

Except where otherwise specifically provided in the Trust Indenture, the Trust Indenture may only be amended or altered by Special Resolution. The Trustee is entitled, at its discretion (which discretion has been delegated to the Administrator), without the approval of the Unitholders, to make amendments to the Trust Indenture at any time on or prior to the Closing Date, for any purpose by agreement between the Trustee and the Administrator, and at any time (including after the Closing Date) for any of the following purposes: (i) ensuring the Trust continues to comply with applicable laws, regulations, requirements or policies of any governmental or regulatory authority having jurisdiction over the Trustee or the Trust; (ii) providing additional protection for the Unitholders or to obtain, preserve or clarify the provision of desirable tax treatment to Unitholders; (iii) making amendments which, in the opinion of the Trustee, based on the advice of counsel, are necessary or desirable in the interests of the Unitholders as a result of changes in taxation laws or in their interpretation or administration; (iv) making corrections to, or removing or curing any conflicts or inconsistencies between, the provisions of the Trust Indenture or any supplemental indenture and any other agreement to which the Trust is a party, any prospectus filed with any governmental or regulatory authority with respect to the Trust, or any applicable law or regulation of any jurisdiction, provided that, in the opinion of the Trustee, based on the advice of counsel, the rights of the Unitholders are not materially prejudiced thereby; (v) providing for the electronic delivery by the Trust to Unitholders of documents relating to the Trust (including annual and quarterly reports, including financial statements, notices of Unitholders meetings, information circulars and proxy related materials) at such time as applicable securities laws have been amended to permit such electronic delivery in place of normal delivery procedures, provided that such amendments, based on the advice of counsel, are not contrary to, or do not conflict with such laws; (vi) curing, correcting or rectifying any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions in the Trust Indenture, provided that, in the opinion of the Trustee, based on the advice of counsel, the rights of the Unitholders are not materially prejudiced thereby; (vii) making amendments as are required to undertake an internal reorganization involving the sale, lease, exchange or other transfer of the Trust Property, including an amalgamation, arrangement or merger of the Trust and its affiliates with any entities, as a result of which the Trust has substantially the same interest, whether direct or indirect, in the Trust Property that it had prior to the reorganization provided that, in the opinion of the Trustee, based on the advice of counsel, the rights of Unitholders are not materially prejudiced thereby; and (viii) making amendments for any purpose provided that, in the opinion of the Trustee, based on the advice of counsel, the rights of Unitholders are not materially prejudiced thereby.

No amendment may be made to modify the voting rights attributable to any Unit or to reduce the fractional undivided beneficial interest in the Trust Property represented by any Unit without obtaining the consent of the holder of such Unit.

Rights of Unitholders

The rights of the Unitholders have been established by the Trust Indenture. A Unitholder of the Trust has all of the material protections, rights and remedies a shareholder of a corporation would have under the OBCA, except as described below.

Many of the provisions of the OBCA respecting the governance and management of a corporation have been incorporated in the Trust Indenture. For example, Unitholders are entitled to exercise voting rights in respect of their holdings of Units in a manner comparable to shareholders of an OBCA corporation, including the right to elect Administrator Directors and to appoint auditors. The Trust Indenture also includes provisions modeled after comparable provisions of the OBCA dealing with the calling and holding of meetings of Unitholders, the quorum for, and procedures at such meetings, and the right of Unitholders to participate in the decision making process where certain fundamental actions are proposed to be undertaken. Unlike shareholders of an OBCA corporation, Unitholders do not have a comparable right to make a Unitholder proposal at a general meeting of the Trust. The matters in respect of which Unitholder approval is required under the Trust Indenture are

generally less extensive than the rights conferred on the shareholders of an OBCA corporation, but effectively extend to certain fundamental actions that may be undertaken by the Trust and the Trust Subsidiaries. These Unitholder approval rights are supplemented by provisions of applicable securities laws that are generally applicable to issuers (whether corporations, trusts or other entities) that are "reporting issuers" as defined under applicable securities laws or the equivalent or listed on the TSX.

Unitholders do not have recourse to a dissent right under which shareholders of an OBCA corporation are entitled to receive the fair value of their shares where certain fundamental changes affecting the corporation are undertaken (such as an amalgamation, a continuance under the laws of another jurisdiction, the sale of all or substantially all of the corporation's property, a going private transaction or the addition, change or removal of provisions restricting (i) the business or businesses that the corporation can carry on, or (ii) the issue, transfer or ownership of shares). As an alternative, Unitholders seeking to terminate their investment in the Trust are entitled to redeem their Units, as described under the heading *"Description of the Trust — Redemption at the Option of Unitholders"*.

Unitholders similarly do not have recourse to the statutory oppression remedy that is available to shareholders of an OBCA corporation where the corporation undertakes actions that are oppressive, unfairly prejudicial or disregard the interests of security holders and certain other parties. Shareholders of an OBCA corporation may apply to a court to order the liquidation and dissolution of the corporation in those circumstances, whereas Unitholders can rely only on the general provisions of the Trust Indenture that permit the winding up of the Trust with the approval of a Special Resolution of the Unitholders. Shareholders of an OBCA corporation may also apply to a court for the appointment of an inspector, subject to court oversight and other investigative procedures, to investigate the manner in which the business of the corporation and its affiliates is being carried on where there is reason to believe that fraudulent, dishonest or oppressive conduct has occurred. By virtue of the right to requisition a meeting of Unitholders, the Trust Indenture allows Unitholders to call meetings to consider the appointment or removal of the Trustee and the Administrator Directors, but does not specifically contemplate the appointment of an inspector. Further, a meeting of Unitholders may be requisitioned in writing by Unitholders representing not less than 20% of all votes entitled to be voted at a meeting of Unitholders, while the equivalent threshold for shareholders of an OBCA corporation who wish to requisition a shareholder meeting is five percent. The OBCA also permits shareholders to bring or intervene in derivative actions in the name of the corporation or any of its subsidiaries, with the leave of a court. The Trust Indenture does not include a comparable right of the Unitholders to commence or participate in legal proceedings with respect to the Trust. The protections, rights and remedies available to a Unitholder are described in the Trust Indenture. See *"Risk Factors"*. The above mentioned protections, rights and remedies are contained in the Trust Indenture, a copy of which is available on SEDAR under the Trust's issuer profile at www.sedar.com.

Meetings of Unitholders

The Trust Indenture provides that there shall be an annual meeting of the Unitholders, commencing in 2013, for the purpose of: (i) presenting the financial statements of the Trust for the immediately preceding fiscal year; (ii) appointing the auditors of the Trust for the ensuing year; (iii) directing and instructing the Trustee how to vote (or how to compel the voting), as agent for the Unitholders, pursuant to the Voting Agreement for the election of the Administrator Directors; and (iv) transacting such other business as the Trustee or the Administrator may determine, or as may be properly brought before the meeting. Pursuant to the Voting Agreement, the Administrator Shareholder has agreed to vote its shares in the Administrator at the direction of the Unitholders, as communicated by the Trustee as agent for the Unitholders, with regard to, among other things, the election or removal of the Administrator Directors, setting the number of Administrator Directors from time to time and the appointment of an auditor of the Administrator from time to time. See *"Voting Agreement"*.

The Trust Indenture provides that special meetings of Unitholders may be convened at any time and for any purpose by the Trustee, and must be convened upon the request of the Administrator or, except in certain circumstances, if requisitioned in writing by Unitholders representing not less than 20% of all votes entitled to be voted at a meeting of Unitholders. A requisition is required to state in reasonable detail the business proposed to be transacted at the meeting.

Unitholders may attend and vote at all meetings of the Unitholders either in person or by proxy. A proxyholder will not be required to be a Unitholder. Two or more persons present in person and being Unitholders or representing, by proxy, Unitholders who hold in the aggregate not less than 10% of all votes entitled to be voted at a meeting of Unitholders shall constitute a quorum for the transaction of business at all such meetings. At any meeting at which a quorum is not present within 30 minutes after the time fixed for the holding of such meeting, the meeting, if convened upon the requisition of the Unitholders, shall be terminated, but in any other case, the meeting will stand adjourned to a day not less than 14 days later

and to a place and time as determined by the chairman of the meeting, and if at such adjourned meeting a quorum is not present, the Unitholders present either in person or by proxy shall be deemed to constitute a quorum.

Every question submitted to a meeting, other than questions to be decided by Special Resolution, shall, unless a poll vote is demanded, be decided by a show of hands on which every person present and entitled to vote shall be entitled to one vote. On a poll vote at any meeting of Unitholders, each Unit shall entitle the holder thereof to one vote.

The Trust Indenture contains provisions as to the notice required and other procedures with respect to the calling and holding of meetings of Unitholders. A resolution signed in writing by Unitholders holding a proportion of all the outstanding votes entitled to be voted at a meeting of Unitholders, where such proportion is equal to or greater than the proportion of votes required to be voted in favour of such resolution at a meeting of Unitholders to approve that resolution, is as valid as if it had been passed at a meeting of Unitholders duly called and convened for the purpose of approving that resolution, provided that, if such written resolution is not a unanimous written resolution of the Unitholders, then in addition to the written resolution of the Unitholders, the Administrator Directors must have unanimously approved such resolution whether by written resolution or at a duly convened meeting of the Administrator Directors.

Information and Reports

The Trust Indenture requires the Trustee to furnish to Unitholders, in accordance with applicable law, the annual consolidated financial statements of the Trust for the preceding year, along with the report of the auditors thereon. In addition, if the Trust is a "reporting issuer" under applicable securities law, the Trustee is required to furnish to Unitholders the annual consolidated financial statements of the Trust, together with comparative consolidated financial statements for the preceding fiscal year, if any, and the report of the auditors thereon on, or before any date prescribed by applicable law, as well as the unaudited quarterly consolidated financial statements of the Trust for a fiscal quarter, together with comparative consolidated financial statements for the same fiscal quarter in the preceding fiscal year, if any, on or before any date prescribed by applicable law. The Trustee is also required, on or before the 90th day in each year or such earlier date as may be required under applicable law, to furnish to Unitholders who received distributions from the Trust in the prior calendar year, such information regarding the Trust required by Canadian law, to be submitted to Unitholders for income tax purposes, to enable Unitholders to complete their tax returns in respect of the prior calendar year. Under the Administration Agreement, the Trustee has delegated to the Administrator the responsibility to prepare and provide the foregoing information to Unitholders on a timely basis.

Each Unitholder has the right to obtain, on demand and without fee, from the head office of the Trust, a copy of the Trust Indenture and any amendments thereto and minutes of the meetings of Unitholders, and any written resolutions of Unitholders passed in lieu of holding a meeting of Unitholders, and is also entitled to examine a list of Unitholders (subject to providing an affidavit to the Administrator, as administrator of the Trust, similar to the affidavit required under the OBCA for a shareholder to obtain a list of shareholders).

Prior to each meeting of Unitholders, the Administrator, as administrator of the Trust, will provide to the Unitholders (along with notice of the meeting) all information, together with such certifications, as are required by applicable law and by the Trust Indenture to be provided to Unitholders.

Term of the Trust

The Trust has been established for a term ending 21 years after the date of death of the last surviving issue of Her Majesty, Queen Elizabeth II, alive on September 7, 2012. The termination or winding-up of the Trust may also be effected by passage of a Special Resolution authorizing the same.

Delegation to the Administrator

Under the terms of the Trust Indenture, the Trustee is authorized to delegate most of the powers and duties granted to it (to the extent not prohibited by law) to any person as the Trustee may deem necessary or desirable. The Trustee has delegated most of its powers and duties to the Administrator, as administrator of the Trust, pursuant to the terms of the Administration Agreement. Among other things, the Administration Agreement sets forth all of the rights, restrictions and limitations (including, without limitation, limitations of liability and indemnification rights) which pertain to the performance by the Administrator of the duties delegated to it by the Trustee. Pursuant to the terms of the Trust Indenture, those rights,

restrictions and limitations also apply in all respects to the Administrator, as administrator of the Trust, in the exercise and performance by it of all powers, duties and authorities conferred upon or delegated to the Administrator under the terms of the Trust Indenture. In the event of a termination of the Administration Agreement, the Trustee will, until a successor administrator is appointed, perform the duties otherwise to have been performed by the Administrator under the Administration Agreement and the Trust Indenture on the same terms and conditions as they were performed by the Administrator. See *"Administration Agreement"*. The Trust Indenture provides that the Trustee shall have no liability to any Unitholder as a result of the delegation by the Trustee of its powers and duties to the Administrator.

In performing the duties delegated to it, the Administrator must exercise its power and carry out its function honestly, in good faith and in the best interests of the Trust, and will also be obligated to exercise that degree of care, diligence and skill as would be exercised, in Canada, by a reasonably prudent administrator having responsibilities of a similar nature to those under the Administration Agreement in comparable circumstances. The Administrator Directors will be indemnified by the Trust in respect of their activities on behalf of the Trust, as referred to above, unless the Administrator Directors act in a manner which constitutes wilful misconduct, fraud, gross negligence or a breach of their standard of care.

Power of Attorney

Upon becoming a Unitholder, each Unitholder, pursuant to the terms of the Trust Indenture, grants to the Trustee a power of attorney constituting the Trustee, with full power of substitution, as the true and lawful attorney of such Unitholder, to act on his behalf, with full power and authority in his name, place and stead, to execute, swear to, acknowledge, deliver, make, file or record (and to take all requisite action in connection with such matters), when, as and where required with respect to: (i) the Trust Indenture and any other instrument required or desirable to qualify, continue and keep in good standing the Trust as a "mutual fund trust" under the Tax Act and to ensure that the Trust is not a "SIFT trust" under the Tax Act; (ii) any instrument, deed, agreement or document in connection with carrying on the affairs of the Trust as authorized in the Trust Indenture, including all conveyances, transfers and other documents required in connection with any disposition of Units; (iii) all conveyances, transfers and other documents required in connection with the dissolution, liquidation or termination of the Trust; (iv) any and all elections, determinations or designations whether jointly with third parties or otherwise, under the Tax Act or any other taxation or other legislation or similar laws of Canada or of any other jurisdiction, in respect of the affairs of the Trust or of a Unitholder's interest in the Trust; (v) any instrument, certificate and other documents necessary or appropriate to reflect and give effect to any duly authorized amendment to the Trust Indenture; and (vi) all transfers, conveyances and other documents required to facilitate the acquisition of Units or Other Trust Securities of non-tendering offerees in the event of a takeover bid.

Each Unitholder agrees that the power of attorney is, to the extent permitted by applicable law, irrevocable, is a power coupled with an interest, and shall survive the death, mental incompetence, disability and any subsequent legal incapacity of the Unitholder and shall survive the assignment by the Unitholder of all or part of the Unitholder's interest in the Trust, and will extend to, and bind the heirs, executors, administrators and other legal representatives and successors and assigns of the Unitholder. Each Unitholder agrees to be bound by any representations or actions made or taken by the Trustee or its delegate pursuant to the power of attorney and waives any and all defences which may be available to contest, negate or disaffirm any actions taken by the Trustee or its delegate in good faith under the power of attorney.

DESCRIPTION OF THE COMMERCIAL TRUST

General

The Commercial Trust is an unincorporated open-ended limited purpose trust established under the laws of the Province of Ontario on November 7, 2012 pursuant to the Commercial Trust Indenture. All of the issued and outstanding Commercial Trust Units are held by the Trust. The Commercial Trust's sole function is to own debt of the Trust's subsidiaries, including the US Holdco Note. The Administrator is the trustee of the Commercial Trust and will continue in this capacity until it resigns or is replaced by the Trust in accordance with the provisions of the Commercial Trust Indenture.

Distributions

The amount and payment of distributions by the Commercial Trust on the Commercial Trust Units is an amount determined in the discretion of the Administrator, as trustee of the Commercial Trust. The Administrator Directors intend to cause the Commercial Trust to make monthly distributions, funded by payments of interest and/or principal received by the Commercial Trust from US Holdco under the US Holdco Note, to the Trust so as to facilitate the Trust's monthly cash distributions to Unitholders.

DESCRIPTION OF CDN HOLDCO

General

Cdn Holdco is a corporation formed under the OBCA on October 23, 2012. The sole shareholder of Cdn Holdco is the Trust. The purpose of Cdn Holdco is to hold all of the issued and outstanding US Holdco Shares and make distributions to the Trust to the extent possible.

The articles of Cdn Holdco (i) provide that Cdn Holdco is constituted exclusively for the purpose of investing in equity and debt securities of its affiliates, (ii) prohibit Cdn Holdco from carrying on any business in Canada for purposes of the Tax Act, (iii) prohibit Cdn Holdco from acquiring or holding any "non-portfolio property" (as defined in the Tax Act) or property that would cause Cdn Holdco to case to qualify as a "portfolio investment entity" (as defined in the Tax Act), and (iv) prohibit Cdn Holdco from taking any action, or acquiring, retaining or holding any investment in any entity or other property that would result in the Trust or any of its subsidiaries being a "SIFT trust" or "SIFT partnership" (each as defined in the Tax Act).

Distributions

The amount and payment of dividends or returns of capital by Cdn Holdco is an amount determined in the discretion of Cdn Holdco's board of directors, subject to applicable corporate law. The board of directors of Cdn Holdco intends to make monthly cash distributions, funded by distributions received by Cdn Holdco from US Holdco, to the Trust so as to facilitate the Trust's monthly cash distributions to Unitholders.

DESCRIPTION OF US HOLDCO

General

US Holdco is a corporation formed under the laws of the State of Delaware on October 26, 2012. The sole shareholder of US Holdco is Cdn Holdco. US Holdco was created to acquire the Company Interest, to pay interest on the US Holdco Note held by the Commercial Trust and to declare and pay distributions to Cdn Holdco on the US Holdco Shares.

Distributions

In addition to causing US Holdco to make monthly interest payments to the Commercial Trust on the US Holdco Note, the board of directors of US Holdco is expected to make monthly cash distributions to Cdn Holdco on the US Holdco Shares to facilitate the Trust's monthly cash distributions to Unitholders. The amount and payment of dividends or returns of capital by US Holdco to Cdn Holdco is determined in the discretion of US Holdco board of directors, subject to applicable corporate law.

The US Holdco Note

The following is a summary of the material terms of the US Holdco Note, as set out in a loan agreement entered into by Cdn Holdco, as lender, and US Holdco, as borrower, on November 13, 2012 (the "**Loan Agreement**"). This summary is qualified in its entirety by reference to the provisions of the Loan Agreement.

The US Holdco Note was issued by US Holdco to Cdn Holdco immediately following the closing of the IPO in consideration for the loan made by Cdn Holdco to US Holdco, out of a portion of the net proceeds of the IPO received by Cdn Holdco from the Trust. Immediately following the issuance of the US Holdco Note to Cdn Holdco, Cdn Holdco distributed the US Holdco

Note to the Trust by way of a reduction of capital on the Cdn Holdco Shares, following which the Trust contributed the US Holdco Note to the Commercial Trust in consideration for additional Commercial Trust Units, so that following such transactions the US Holdco Note was held by the Commercial Trust.

Interest

The US Holdco Note bears interest at the rate of 11% per annum. Interest on the US Holdco Note is payable quarterly, in arrears, commencing on November 13, 2015. Accrued and unpaid interest prior to such date will be capitalized by increasing the outstanding principal balance of the US Holdco Note by the amount of such accrued and unpaid interest. However, US Holdco may elect to pay all or any portion of the accrued but unpaid interest at any time prior to such date. US Holdco intends to pay interest on the US Holdco Note on a monthly basis in order to enable the Trust to pay monthly distributions to Unitholders.

Maturity and Repayment

The US Holdco Note will mature 10 years after issuance. On maturity, US Holdco is required to repay the outstanding principal amount of the US Holdco Note, together with accrued and unpaid interest thereon.

Except as otherwise provided under the US Holdco Note, upon a liquidation, winding up, merger, sale or other disposition of all or substantially all of the assets of US Holdco and its subsidiaries, taken as a whole, the holder of the US Holdco Note can, at its option, require US Holdco to repay the entire outstanding balance of the US Holdco Note.

Additional Covenants

The US Holdco Note restricts US Holdco and its subsidiaries from incurring certain indebtedness or granting liens or security interests on certain property without the prior consent of the holder. The US Holdco Note also restricts US Holdco from making distributions without the prior consent of the holder unless, after giving effect to the distributions, the value of US Holdco's assets less its liabilities (other than amounts owing under the US Holdco Note) is greater than or equal to 105% of the principal balance owing under the US Holdco Note. The US Holdco Note also restricts US Holdco and its subsidiaries from selling certain assets or making certain capital expenditures without the prior consent in writing of the holder.

Subordination/Security

The payment of principal and interest on the US Holdco Note is required to be guaranteed pursuant to a guaranty agreement (the "**Guaranty Agreement**") from all present or future subsidiaries of US Holdco (other than Regional Energy and its subsidiaries) (the "**Subsidiary Guarantors**"). The payment of amounts owed by the Subsidiary Guarantors under the Guaranty Agreement is junior and subordinate to the amounts owed by such Subsidiary Guarantors to Macquarie Energy under the Base Confirmation Agreement, in accordance with the terms of a subordination and intercreditor agreement (the "**Subordination Agreement**") among Macquarie Energy, the Subsidiary Guarantors and Cdn Holdco.

The Subordination Agreement prohibits the Subsidiary Guarantors from making any payments to the holder of the US Holdco Note under the Guaranty Agreement, or taking certain collection or enforcement actions against the Subsidiary Guarantors under the Guaranty Agreement or applicable law, unless and until all obligations and indebtedness owed to Macquarie Energy have been paid in full, and Macquarie Energy has no further commitment to extend any credit or other financial accommodation to any of the Subsidiary Guarantors. The Subordination Agreement also provides that a sale or other disposition of the equity interests of any Subsidiary Guarantor in connection with the exercise of remedies by Macquarie Energy or that is otherwise permitted under the terms of the US Holdco Note or the Guaranty Agreement shall automatically terminate such Subsidiary Guarantor's obligations and indebtedness under the Guaranty Agreement.

The indebtedness of US Holdco under the US Holdco Note is secured by a pledge of the Membership Units in the Company owned by US Holdco.

Default

The Loan Agreement sets out various events of default, including any of the following: (i) failure to pay any principal of, or interest on, the US Holdco Note within 10 days of the date such payment was due; (ii) default in the observance or performance of any covenant of the US Holdco Note; (iii) if the Borrower fails to make any payment in respect of any other indebtedness in excess of US$500,000; (iv) certain events of dissolution, liquidation, reorganization or other similar insolvency proceedings, or the failure to satisfy certain final judgments relative to US Holdco or any of its subsidiaries that have guaranteed the US Holdco Note; and (v) the Trust or any subsidiary of the Trust ceases to own and control 100% of the equity interests of US Holdco free, and clear of all liens. Upon an event of default, following any applicable grace period and subject to the terms of the Subordination Agreement, the holder of the US Holdco Note may declare the principal amount of the US Holdco Note, and any accrued and unpaid interest thereon, forthwith due and payable.

DESCRIPTION OF THE COMPANY

General

The Company, a limited liability company, was formed on August 7, 2012 in Delaware. US Holdco owns approximately 43.1% of the Membership Units in the Company. The remaining approximately 56.9% of the Membership Units in the Company are held by private holders of Membership Units. The Trust does not believe that the Company is, or has been within the two preceding years, a promoter of the Trust, as the Company has not taken initiative, directly or indirectly, to found, organize or substantially reorganize the business of the Trust since the initial public offering of the Trust that closed on November 13, 2012. Further, the Trust indirectly controls the Company through the Company LLC Agreement, which entitles US Holdco to appoint a majority of the members of the board of directors of the Company, and thereby indirectly control the day-to-day operations of the Company.

The directors of the Company are Mr. Ajello, Mr. Burden, Mr. Sullivan, Mr. Gries and Mr. Herman. Each of Mr. Ajello, Mr. Burden and Mr. Sullivan are the nominees of US Holdco. Mr. Gries is the nominee of the Public Power Members. Mr. Herman is a nominee of the Regional Energy Members. The executive officers of the Company are the same as the executive officers of the Administrator. See *"Description of the Company — Company LLC Agreement"*.

Governance

US Holdco is entitled to appoint three out of the five directors to the Company's board of directors, and thereby control the Company. Until such time as the Regional Energy Members and Public Power Members, in the aggregate, own less than 20% of the outstanding Membership Units in the Company, the Regional Energy Members, collectively, and Public Power Members, collectively, are each be entitled to appoint one director to the Company's board of directors, for a total of two directors. The business and affairs of the Company are required to be managed by or under the Company's board of directors, and the board of directors has the power and authority to appoint the officers of the Company and to determine the level of distributions by the Company out of Company Distributable Cash, if any. See *"Description of the Company — Company LLC Agreement"*.

See *"Trustee, Directors and Management"* for the biographies of the directors of the Company who are also Administrator Directors.

Distributions

Within 15 days following the end of each month, the Company is required to distribute the Company Distributable Cash to its members in accordance with their respective Percentage Interests (as that term is defined in the Company LLC Agreement). See *"Description of the Company — Company LLC Agreement — Distributions"*.

Company LLC Agreement

The Company entered into a Second Amended and Restated Limited Liability Company Agreement of Crius Energy, LLC (the "**Company LLC Agreement**") on November 13, 2012, which governs the business and affairs of the Company and sets out the rights and obligations of the members of the Company with respect to their ownership interests in the Company.

The following is a summary of the material terms of the Company LLC Agreement. The summary below is qualified in its entirety by reference to the text of the Company LLC Agreement. A copy of the Company LLC Agreement is available on SEDAR under the Trust's issuer profile at www.sedar.com. See *"Material Contracts"*.

General

The Company is a limited liability company formed on August 7, 2012 pursuant to the laws of Delaware. Except as otherwise provided in the Company LLC Agreement, the rights and liabilities of the members of the Company are governed by the Delaware Act.

The purpose of the Company is to serve as a member or stockholder of Regional Energy, Public Power and any other operating subsidiaries of the Company (collectively, the "**Operating Companies**"). In addition, the Company may engage in, or form any corporation, partnership, joint venture, limited liability corporation or other arrangement to engage in, any business that the Operating Companies are permitted to engage in, or that the Company's board of directors may approve and that may lawfully be conducted by a limited liability company pursuant to the Delaware Act. Title to Company assets are deemed to be owned by the Company as an entity, and no member, director or officer of the Company shall have an ownership interest in such Company assets. The Company shall continue as a separate legal entity unless and until it is dissolved in accordance with the provisions of the Company LLC Agreement.

Management and Operation of Company Business

US Holdco is the managing member of the Company. In its capacity as managing member, US Holdco has the right to appoint a majority of the members of the Company's board of directors. The directors of the Company, because it is a limited liability company rather than a corporation, have the power and authority provided for in the Company LLC Agreement. Under the Company LLC Agreement, the Company's board of directors has all the authority that directors of a Delaware corporation would have, which are discussed below.

Except as otherwise provided in the Company LLC Agreement, the business and affairs of the Company are managed by, or under the direction of, the Company's board of directors. The board of directors has the power and authority to appoint officers of the Company. No member, by virtue of its status as such, has any management power over the business and affairs of the Company or actual or apparent authority to enter into, execute or deliver contracts on behalf of, or to otherwise bind, the Company. In addition, the Company LLC Agreement provides that the only matters that the holders of Membership Units are entitled to approve are the amendment of the Company LLC Agreement, the dissolution and liquidation of the Company and the merger or amalgamation of the Company with another entity. These transactions generally require the approval of the Company's board of directors, as well as the approval of US Holdco and the Regional Energy Members and Public Power Members by an Act of the Members (defined herein). If the Regional Energy Members and Public Power Members, in the aggregate, own less than 20% of the outstanding Membership Units, such transactions will no longer require the approval of the Regional Energy Members and Public Power Members, and will instead only require approval by holders of a majority of Membership Units. See *"Description of the Company — Company LLC Agreement — Matters Requiring Approval by an Act of the Members"*.

The Company's board of directors has full power and authority to do, and to direct the officers of the Company to do, all things and on such terms as it determines to be necessary or appropriate to conduct the business of the Company, including:

- making expenditures, lending or borrowing money, the assumption or guarantee of, or other contracting for, indebtedness and other liabilities, the issuance of evidences of indebtedness, including indebtedness that is convertible into membership interests, and the incurring of any other obligations;

- making tax, regulatory and other filings, and rendering reports to governmental or other agencies having jurisdiction over the business or assets of the Company;

- the acquisition, disposition, mortgage, pledge, encumbrance, hypothecation or exchange of any or all of the assets of the Company;

- the merger or other combination of the Company with or into another person (subject to such prior approval of the members as may be required by the Company LLC Agreement);

- use of the Company's assets (including cash on hand) for any purpose consistent with the terms of the Company LLC Agreement;

- the negotiation, execution and performance of any contracts, conveyances or other instruments;

- the distribution of Company cash, including Company Distributable Cash;

- the selection and dismissal of officers, employees, agents, outside attorneys, accountants, consultants and contractors, the determination of their compensation and other terms of employment or hiring, and the creation and operation of employee benefit plans, employee programs and employee practices;

- the formation of, or acquisition of an interest in, and the contribution of property and the making of loans to, any limited or general partnerships, joint ventures, corporations, limited liability companies or other relationships in accordance with the purposes of the Company;

- the control of any matters affecting the Company's rights and obligations, including the bringing and defending of actions at law or in equity, and otherwise engaging in the conduct of litigation, arbitration or mediation and the incurring of legal expense and the settlement of claims and litigation;

- the indemnification of any person against liabilities and contingencies to the extent permitted by law;

- the entering into of agreements with any of the Company's affiliates to render services to the Company; and

- unless otherwise restricted by the Company LLC Agreement, the purchase, sale or other acquisition or disposition of equity interests in the Company, or the issuance of additional options, rights, warrants and appreciation rights relating to equity interests in the Company.

Rights of Members

Under the Company LLC Agreement, members of the Company are entitled, among other things, to the following rights:

- the right to receive distributions of Company Distributable Cash as determined by the board of directors of the Company;

- the right to appoint directors of the Company, as described in greater detail below;

- the right to vote on certain fundamental transactions relating to the Company, as described in greater detail below;

- the right to receive audited annual financial statements and unaudited quarterly financial statements of the Company;

- the right, upon reasonable written demand, to obtain true and full information regarding the status of the business and financial condition of the Company;

- the right, upon reasonable written demand, to obtain a copy of the Company's federal, state and local income tax returns for each year; and

- the right, following the dissolution of the Company, and after the payment of amounts owed to the creditors of the Company and after the setting aside of certain reserves as the board of directors deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, to receive any remaining assets of the Company.

In addition to the foregoing, the Company LLC Agreement provides that the Company shall:

- make available to US Holdco such officers of the Company and the Company's subsidiaries as US Holdco may reasonably request to meet or participate in conference calls or "road shows" with owners or potential owners of Units of the Trust, analysts who report on or who may report on the Trust, and lenders to the Trust or any of its subsidiaries;

- provide to US Holdco all information reasonably available to the Company and required or convenient for the preparation of financial statements and accompanying Management's Discussion and Analysis of Financial Condition and Results of Operations of the Trust in accordance with applicable securities law;

- cooperate in all reasonable respects with requests from US Holdco in the preparation and audit of the consolidated financial statements of the Trust and any related due diligence review of the financial statements;

- provide reasonable assistance in order to permit the Trust to comply with the Trust's timely and continuous disclosure obligations under applicable securities law;

- use all reasonable efforts to establish and maintain such internal controls over financial reporting and disclosure controls and procedures as may be reasonably necessary in order to permit the Trust to comply with applicable securities law;

- adopt and use all reasonable efforts to enforce internal policies with regards to insider trading and reporting in a manner reasonably acceptable to US Holdco; and

- provide to US Holdco certain information available to the Company and each of its subsidiaries as US Holdco may reasonably request in order to permit US Holdco to compute certain amounts required to be computed by it for Canadian tax purposes.

Capital Contributions

Members are not obligated to make additional capital contributions, except as described below under the heading *"Limited Liability and Unlawful Distributions"*.

No member is entitled to the withdrawal or return of its capital contribution to the Company (except to the extent of any distributions made pursuant to the Company LLC Agreement or upon termination of the Company to the extent provided for in the Company LLC Agreement). Except to the extent expressly provided in the Company LLC Agreement, no member is entitled to the withdrawal or return of its capital contribution to the Company, and no member shall have priority over any other member as to the return of capital contributions or as to profits, losses or distributions.

Company Board of Directors

The Company LLC Agreement provides that the Company's board of directors shall consist of five natural persons. Each director shall serve in such capacity until his or her successor has been duly elected and qualified or until such director dies, resigns or is removed. A director may resign at any time upon written notice to the Company.

Pursuant to the Company LLC Agreement, US Holdco shall have the right to appoint three persons, and the Regional Energy Members, collectively, and the Public Power Members, collectively, shall each have the right to appoint one person to the Company's board of directors. However, if the Regional Energy Members and the Public Power Members in the aggregate own less than 20% of the outstanding Membership Units, the Regional Energy Members and the Public Power Members shall cease to have a right to appoint any person to the Company's board of directors, and US Holdco will have the sole right

to appoint all of the members to the Company's board of directors and determine the size of the board. Vacancies on the board of directors may be filled, and directors may be removed, only by the party entitled to appoint the director.

The Company LLC Agreement requires that a majority of the Company's board of directors, and all of the nominees of US Holdco to the Company's board of directors, must be independent directors who satisfy the independence criteria under Canadian securities law for membership on the audit committee of the board of directors of the Administrator.

Unless otherwise required by the Delaware Act or the provisions of the Company LLC Agreement, each member of the Company's board of directors shall have one vote, a majority of the members of the board of directors shall constitute a quorum at any meeting of the board of directors, and the act of a majority of the directors present at a meeting of the board of directors at which a quorum is present shall be deemed to constitute the act of the board of directors. Any action required or permitted to be taken at a meeting of the board of directors, or any committee thereof, may be taken without a meeting and without a vote if a consent or consents in writing, setting forth the action so taken, are signed by all members of the board of directors or committee.

In addition to the five members of the Company's board of directors, the Company LLC Agreement provides for a "**Special Member**" appointed by the Company's board of directors. The Special Member is not entitled to vote, and is not otherwise counted for a quorum or entitled to participate in meetings of the board of directors, except with respect to the following matters relating to the Company or any of its subsidiaries: (i) filing or consenting to the filing of any bankruptcy, insolvency or reorganization case or proceeding, instituting proceedings under any applicable insolvency law or otherwise seeking relief from debts or the protection of debtors generally; (ii) seeking or consenting to the appointment of a receiver, liquidator, trustee or similar person; and (iii) making any assignment for the benefit of creditors. The appointment of a Special Member is a requirement of Macquarie Energy.

The Company's board of directors may, by resolution of a majority of the full board of directors, designate one or more committees. Any such committee shall consist of three or more of the directors, and a majority of the members of each committee must be directors appointed by US Holdco. Any committee of the board of directors, to the extent provided in the resolution of the board of directors or in the Company LLC Agreement, shall have and may exercise all powers and authority of the board of directors in the management of the business and affairs of the Company, provided that no such committee shall have the power or authority to approve or adopt, or recommend to the members, any action or matter expressly required by the Company LLC Agreement or the Delaware Act to be submitted to the members for approval, or to adopt, amend or repeal any provision of the Company LLC Agreement.

Issuance of Membership Units

The Company may issue Membership Units for any Company purpose at any time and from time to time to US Holdco for such consideration and on such terms and conditions as the Company's board of directors determines without the approval of the members of the Company, except that if the issuance is for more than US$75 million the Company must receive a fairness opinion from a nationally recognized investment banker as to the fairness, from a financial point of view, of the price paid for the Membership Units. The Company LLC Agreement restricts the Company from issuing Membership Units to any person other than US Holdco without the approval of US Holdco, the Regional Energy Members and Public Power Members by an Act of the Members. Notwithstanding the forgoing, no such approval is required for the issuance of up to three million Membership Units pursuant to a long-term incentive plan adopted by the Company's board of directors.

Transfers of Membership Units

Subject to the provisions of the Company LLC Agreement, any applicable law, including securities law and any contractual provision binding any member (including, without limitation, the Governance Agreement), Membership Units in the Company are generally freely transferable to any person.

The Company may impose restrictions on the transfers of Membership Units if it receives an opinion from counsel that such restrictions are necessary to avoid a significant risk of the Company or any subsidiary of the Company becoming taxable as a corporation or otherwise becoming taxable as an entity for United States federal income tax purposes.

Transfers or proposed transfers of Membership Units may trigger "right of first refusal" provisions in the Governance Agreement. See *"Description of the Company — Governance Agreement — Transfer Restrictions"*.

Distributions

Within 15 days following the end of each month, the Company is required to distribute the Company Distributable Cash (as defined below) to the members in accordance with their respective Percentage Interests (as that term is defined in the Company LLC Agreement). For these purposes, "**Company Distributable Cash**" means the amount of cash that the Company's board of directors determines, in its sole and absolute discretion, is available for distribution to the members as of the end of any month, after establishing reserves for any proper purpose as determined by the board of directors, including the making of future distributions; provided, however, that for the 2019 fiscal year and any subsequent fiscal year of the Company, the amount of Company Distributable Cash shall not exceed the amount of Company Distributable Cash determined by the Company's board of directors for the 2018 fiscal year of the Company unless the Company has previously made a Liquidity Offer to acquire all of the then outstanding Membership Units owned by the Regional Energy Members and Public Power Members (other than Non-Tendered Membership Units).

In addition to the foregoing, the Company is required to make cash distributions to the members to allow the members to pay the United States federal income tax (including, without limitation, estimated tax payments) attributable to the Company's taxable income for that relevant fiscal year that is passed through the Company to the members. Any such distributions are to be treated as an advance on the monthly distributions referred to in the preceding paragraph.

To the extent the Company's board of directors decides to distribute the proceeds from the sale, condemnation or refinancing of any of the Company's assets (after payment of, or reserve for, Company liabilities) to the members, payments on certain Membership Units issued to management are generally deferred until such time as distributions on the remaining Membership Units have attained certain specified levels.

Limited Liability and Unlawful Distributions

The Delaware Act provides that a member who receives a distribution and knew at the time of the distribution that the distribution was in violation of the Delaware Act shall be liable to the Company for the amount of the distribution for three years. Under the Delaware Act, a limited liability company may not make a distribution to a member if, after the distribution, all liabilities of the company, other than liabilities to members on account of their membership interests and liabilities for which the recourse of creditors is limited to specific property of the company, would exceed the fair value of the assets of the company. For the purpose of determining the fair value of the assets of a company, the Delaware Act provides that the fair value of property subject to liability for which recourse of creditors is limited shall be included in the assets of the company only to the extent that the fair value of that property exceeds the nonrecourse liability. Under the Delaware Act, an assignee who becomes a substituted unitholder of a company is liable for the obligations of his assignor to make contributions to the company, except the assignee is not obligated for liabilities unknown to him at the time he became a unitholder and that could not be ascertained from the limited liability company agreement.

Mandatory Redemption Upon Ceasing to be Eligible Member

In certain cases, the Company may have the right to redeem Membership Units or substitute itself as the owner of a member's interests where the member is or becomes subject to any federal, state or local law or regulation that the board of directors determines would create a substantial risk of a burdensome regulatory requirement. These provisions do not apply to Membership Units held by US Holdco.

Offer to Purchase Membership Units Upon Trust Change of Control

Within 30 days following the occurrence of a Trust Change of Control (as defined below), the Company or US Holdco is required to make an offer to purchase all of the Membership Units of each Regional Energy Member and Public Power Member at a price per Membership Unit equal to the Change of Control Purchase Price (as defined below).

For these purposes, a "**Trust Change of Control**" means the occurrence of any of the following: (i) the adoption by the Trust of a plan relating to the liquidation or dissolution of the Trust; (ii) the consummation of any transaction (including, without limitation, any merger, consolidation or amalgamation) the result of which is that any person becomes the beneficial owner, directly or indirectly, of more than 50% of the Units of the Trust; (iii) the first day on which a majority of the members of the board of directors of the Administrator are not Continuing Directors (as that term is defined in the Company LLC

Agreement); or (iv) the first day on which the Trust does not own, directly or indirectly through other wholly-owned subsidiaries, all of the outstanding equity interests in US Holdco.

The "**Change of Control Purchase Price**" per Membership Unit is equal to (i) 6.5 times the Company's Consolidated Cash Flow (as that term is defined in the Company LLC Agreement) for the preceding four full fiscal quarters (subject to certain adjustments in the event the Company has made a material acquisition or disposition during that period), plus the amount of the Company's cash and cash equivalents on a consolidated basis as of the preceding fiscal quarter, minus the amount of debt as of the end of the preceding fiscal quarter, divided by (ii) the number of outstanding Membership Units; provided that if the Regional Energy Members and Public Power Members, in the aggregate, own less than 20% of the outstanding Membership Units, the Change of Control Purchase Price per Membership Unit shall be the fair market value of a Membership Unit as determined by the Company's board of directors in good faith.

Offer to Purchase Membership Units in Connection with Company Change of Control

US Holdco agrees not to permit a Company Change of Control (as defined below) to occur unless US Holdco or the Company offers to purchase all of the Membership Units of each Regional Energy Member and Public Power Member at a price per Membership Unit equal to the Change of Control Purchase Price prior to the Company Change of Control. These provisions do not apply if the Company Change of Control is approved by an Act of the Members.

For these purposes, a "**Company Change of Control**" means the occurrence of any of the following: (i) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets (including equity interests of its subsidiaries) of the Company and its subsidiaries, taken as a whole, to any person, except pursuant to certain internal reorganizations of the Company; (ii) the adoption by the Company of a plan relating to the liquidation or dissolution of the Company; or (iii) the consummation of any transaction (including, without limitation, any merger, consolidation or amalgamation) or any voting agreement, proxy or similar arrangement pursuant to which US Holdco transfers beneficial ownership of any Membership Units then owned by US Holdco, other than a transfer of beneficial ownership to the Company or an affiliate of US Holdco.

Offer to Purchase Membership Units from Excess Cash

In each fiscal year of the Company, commencing with the 2019 fiscal year, the Company is required make an offer, on or before the 90th day of such fiscal year, to purchase the maximum number of Membership Units of the Regional Energy Members and Public Power Members that may be purchased out of Excess Cash (as defined below), at a price per Membership Unit equal to the Liquidity Offer Purchase Price (as defined below). If, in any year, a Liquidity Offer is made by the Company for all or a portion of the Membership Units held by the Regional Energy Members and Public Power Members, and any Regional Energy Member or Public Power Members refuses to accept such Liquidity Offer with respect to any of the member's Membership Units that are subject to the Liquidity Offer (the "**Non-Tendered Membership Units**"), the Company is not required to make a further Liquidity Offer for any of the member's Non-Tendered Membership Units in any subsequent year.

For these purposes, "**Excess Cash**" means an amount, as of the end of the immediately preceding fiscal year of the Company, determined by the Company's board of directors, in its sole and absolute discretion, which is not required to be retained in order to permit the Company to make distributions (including future distributions) at the then current level of distributions and that is in excess of any other reasonable reserves established by the Company's board of directors for any proper purpose. The "**Liquidity Offer Purchase Price**" per Membership Unit means, in respect of a Liquidity Offer made in any fiscal year of the Company, an amount equal to (i) five times the Company's Consolidated Cash Flow (as that term is defined in the Company LLC Agreement) for the immediately preceding fiscal year, plus the Company's cash and cash equivalents on a consolidated basis as of the end of such preceding fiscal year, minus the Company's debt as of the end of such preceding fiscal year, divided by (ii) the number of outstanding Membership Units as of the date of such Liquidity Offer.

Company Right to Acquire Membership Units

If at any time US Holdco and its affiliates hold more than 80% of the Membership Units then outstanding, the Company has the right, exercisable at its option, to purchase all, but not less than all, of the outstanding Membership Units held by persons other than US Holdco and its affiliates, at a price per Membership Unit equal to the greater of (i) the fair market value of the Membership Unit, determined by the Company's board of directors in good faith, and (ii) the highest price paid by US Holdco or any of its affiliates for any Membership Unit purchased during the 90-day period preceding the date notice of the Company's intention to exercise its right is mailed.

Matters Requiring Approval by an Act of the Members

The following matters generally require approval by an Act of the Members (as defined below), except that such approval is generally not required if the Regional Energy Members and Public Power Members collectively own less than 20% of the Membership Units:

> Issuance of Membership Units. *See "Description of the Company — Company LLC Agreement — Issuance of Membership Units"*.
>
> Amendment of the Company LLC Agreement. See *"Description of the Company — Company LLC Agreement — Amendment of the Company LLC Agreement"*.
>
> Merger of the Company. See *"Description of the Company — Company LLC Agreement — Merger or Consolidation"*.
>
> Dissolution of the Company. See *"Description of the Company — Company LLC Agreement — Termination and Dissolution"*.

Provided the Regional Energy Members and Public Power Members, in the aggregate, own at least 20% of the outstanding Membership Units, an action is deemed to have been approved by an "**Act of the Members**" where: (i) with respect to US Holdco, a director appointed by US Holdco executes and delivers to the chairman of the Company's board of directors a certificate stating that US Holdco has approved such action; (ii) with respect to the Regional Energy Members, the director appointed by the Regional Energy Members executes and delivers to the chairman of the Company's board of directors a certificate stating that the Regional Energy Members have approved such action pursuant to the Governance Agreement; and (iii) with respect to the Public Power Members, the director appointed by the Public Power Members executes and delivers to the chairman of the Company's board of directors a certificate stating that the Public Power Members have approved such action pursuant to the Governance Agreement. If the Regional Energy Members and Public Power Members, in the aggregate, own less than 20% of the outstanding Membership Units, an Act of the Members shall only acquire approval by holders of a majority of the Membership Units. See also *"Description of the Company — Governance Agreement — Act of the Members*".

Amendment of the Company LLC Agreement

Amendments to the Company LLC Agreement may be proposed only by or with the consent of the board of directors, and generally require the approval of the members by an Act of the Members. In addition, any proposed amendment that would disproportionately affect the economic interests or voting rights of one or more members may not be adopted without the approval of each member that would be disproportionately affected thereby.

The Company's board of directors may, without the approval of any member, amend the Company LLC Agreement to reflect:

- a change in the name of the Company, the location of the principal place of business of the Company, the registered agent of the Company or the registered office of the Company;
- the admission, substitution, withdrawal or removal of members in accordance with the Company LLC Agreement;

- a change that the board of directors determines to be necessary or appropriate to qualify or continue the qualification of the Company as a limited liability company under the laws of any state, or to ensure that the Company and its subsidiaries will not be treated as associations taxable as corporations or otherwise taxed as entities for United States federal income tax purposes;

- a change that the board of directors determines (i) does not adversely affect the members in any material respect, or (ii) is necessary or appropriate to satisfy any requirements, conditions or guidelines contained in any opinion, directive, order, ruling or regulation of any federal or state agency or judicial authority or contained in any federal or state statute (including the Delaware Act);

- a change in the fiscal year or taxable year of the Company and any other changes that the board of directors determines to be necessary or appropriate as a result of a change in the fiscal year or taxable year of the Company, including, if the board of directors so determines, a change in the dates on which distributions are to be made by the Company;

- an amendment that is necessary, in the opinion of counsel, to prevent the Company or its directors, officers, trustees or agents from being subjected to the provisions of the *Investment Company Act* of 1940, as amended, the *Investment Advisers Act* of 1940, as amended, or "plan asset" regulations adopted under the *Employee Retirement Income Security Act* of 1974, as amended;

- an amendment that the board of directors determines to be necessary or appropriate to reflect and account for the formation by the Company of, or investment by the Company in, any corporation, partnership, joint venture, limited liability company or other entity, in connection with the conduct by the Company of activities permitted by the Company LLC Agreement; and

- any other amendments substantially similar to the foregoing.

Merger or Consolidation

The board of directors is prohibited from causing the Company to merge or consolidate with any other entity without approval by an Act of the Members.

Termination and Dissolution

The Company will continue until terminated under the Company LLC Agreement and will dissolve upon: (1) the election of the board of directors to dissolve, if approved by the members pursuant to an Act of the Members; (2) the sale, exchange or other disposition of all or substantially all of the assets and properties of the Company and its subsidiaries; or (3) the entry of a decree of judicial dissolution of the Company.

Liquidation and Distribution of Proceeds

Upon dissolution, the liquidator authorized to wind up the Company's affairs will, acting with all of the powers of the board of directors that the liquidator deems necessary or desirable in its judgment, liquidate the Company's assets and apply the proceeds of the liquidation as provided in the Company LLC Agreement.

Indemnification

Under the Company LLC Agreement and subject to specified limitations, the Company will indemnify to the fullest extent permitted by law, from and against all losses, claims, damages or similar events, any director or officer, or while serving as a director or officer, any person who is or was serving as a tax matters member or as a director, officer, tax matters member, employee, partner, manager, fiduciary or trustee of the Company or its affiliates. Additionally, the Company shall indemnify to the fullest extent permitted by law, from and against all losses, claims, damages or similar events, any person who is or was an employee (other than an officer) or agent of the Company.

Any indemnification under the Company LLC Agreement will only be out of the Company's assets. The Company is authorized to purchase insurance against liabilities asserted against and expenses incurred by persons for Company activities, regardless of whether the Company would have the power to indemnify the person against liabilities under the Company LLC Agreement.

Conflicts of Interest

Certain officers of the Administrator and certain Administrator Directors are also securityholders, officers and/or directors of the Company and other companies engaged in the electricity business generally. The Company LLC Agreement contains provisions that modify and limit the directors' fiduciary duties to the members. The Company LLC Agreement also restricts the remedies available to members for actions taken that, without those limitations, might constitute breaches of fiduciary duty. The board of directors or its affiliates will not be in breach of its obligations under the Company LLC Agreement or its duties to the Company or the members if the resolution of the conflict is:

- approved by the vote of a majority of the outstanding Membership Units held by disinterested parties;
- on terms no less favorable to the Company than those generally being provided to or available from unrelated third parties; or
- fair and reasonable to the Company, taking into account the totality of the relationships among the parties involved, including other transactions that may be particularly favorable or advantageous to the Company or if the board of directors receives a fairness opinion from a nationally recognized investment bank that the course of action, resolution or transaction which created the conflict is fair to the Company from a financial point of view.

The board of directors is authorized, but not required, to seek a fairness opinion. If the board of directors determines that the resolution or course of action taken with respect to the conflict of interest satisfies any of the standards set forth in the bullet points above, then it will be presumed that, in making its decision, the board of directors acted in good faith, and in any proceeding brought by or on behalf of any member or by or on behalf of such member or any other member or the Company challenging such approval, the person bringing or prosecuting such proceeding will have the burden of overcoming such presumption.

Conflicts of interest could arise in the situations described below, among others:

- affiliates of directors are not limited in their ability to compete with the Company, which could cause conflicts of interest and limit the Company's ability to acquire additional assets or businesses which in turn could adversely affect the Company's results of operations;
- directors have no obligation under the Company LLC Agreement, or as a result of any duty expressed or implied by law, to present business opportunities to the Company that may become available to such director or affiliates of such director; or
- none of the Company and the Operating Companies, any member or any other person has rights, by virtue of a director's duties as a director, the Company LLC Agreement or any other agreement between the Company and the Operating Companies, in any business ventures of a director.

Fiduciary Duties

The Company LLC Agreement provides that the Company's business and affairs shall be managed under the direction of the board of directors, which shall have the power to appoint officers. The Company LLC Agreement further provides that the authority and function of the board of directors and officers shall be identical to the authority and functions of a board of directors and officers of a corporation organized under the DGCL. Finally, the Company LLC Agreement provides that, except as specifically provided therein, the fiduciary duties and obligations owed to the Company and to the members shall be the same as the respective duties and obligations owed by officers and directors of a corporation organized under the DGCL to their corporation and stockholders, respectively.

The Company LLC Agreement permits affiliates of the directors to invest or engage in other businesses or activities that compete with the Company. In addition, the Company LLC Agreement provides that the directors have no obligations to present business opportunities to the Company. The Company may lend or contribute funds to the Operating Companies on terms and conditions determined by the board of directors in order to directly or indirectly enable distributions to the members and members will not be able to assert that such action constituted a breach of fiduciary duties owed to the members by the directors and officers.

In performing their duties, directors will be fully protected in relying in good faith upon the Company's officers or employees, or committees of the board of directors or by any other person as to matters the director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by the Company. In the case of such reliance, members will not be able to assert that such action constituted a breach of fiduciary duties owed to them by the directors and officers.

The Company LLC Agreement contains provisions that reduce the standards to which the directors would otherwise be held by state fiduciary duty law and has also restricted the remedies available to members for actions that, without the limitations, might constitute breaches of fiduciary duty. For example, the Company LLC Agreement:

- provides that directors shall not have any liability to the Company or its members so long as they acted in good faith, meaning they believed that the decision was in the best interests of the Company; and

- provides that no director will have any duty to any member (other than the member that appointed the director) or be liable to the Company or its members for monetary damages for breach of fiduciary duty as a director except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or for any transaction from which the director derived an improper personal benefit.

In addition, borrowings by the Company and its affiliates do not constitute a breach of any duty owed by the board of directors to the members, including borrowings that have the purpose or effect of directly or indirectly enabling distributions to the members.

Governance Agreement

On September 18, 2012, the Company, the Regional Energy Members and the Public Power Members entered into the Governance Agreement, and upon closing of the IPO, US Holdco became a party to the Governance Agreement. The Governance Agreement provides, among other things, restrictions on the transfer of Membership Units.

Transfer Restrictions

Rights of Refusal. Under the Governance Agreement, the Company has a right of first refusal to purchase all or any portion of any Membership Units that any member may propose to transfer, at the same price and on the same terms as those offered to a prospective transferee. The Company may assign to US Holdco its right to acquire all or any portion of the Membership Units proposed to be transferred. The non-selling members have a secondary refusal right to purchase all or any portion of the Membership Units not purchased by the Company pursuant to the right of first refusal. If rights to purchase have been exercised by the Company and the non-selling members with respect to some but not all of the Membership Units, the non-selling members who exercised their option to purchase will have an additional option period to purchase all or any part of the remaining Membership Units proposed to be sold. If the total number of Membership Units purchased pursuant to the first and second rights of first refusal are less than the total number of Membership Units proposed to be sold to a third party by the selling member, the selling member can sell all, but not less than all, of the remaining Membership Units proposed to be sold. The Governance Agreement limits the ability of a member to transfer Membership Units in certain circumstances where the conditions giving rise to the right of first refusal with respect to another proposed transfer have been triggered.

Tag Along Right. Where any portion of Membership Units subject to a proposed transfer is not sold pursuant to the first and second rights of refusal, each non-selling member may elect to participate on a *pro rata* basis in the proposed transfer.

Drag Along Right. If, pursuant to the Company LLC Agreement, the Company is required to make an offer to acquire all of the Membership Units (other than those owned by US Holdco) in connection with a Company Change of Control, each member who does not sell their Membership Units to the Company agrees to sell such member's *pro rata* percentage of Membership Units to the prospective transferee at the same price and on the same terms and conditions. See *"Description of the Company — Company LLC Agreement — Offer to Purchase Membership Units in Connection with Company Change of Control"*.

Offer to Sell to the Company. Each Regional Energy Member and Public Power Member who is considering making a transfer of 300,000 or more Membership Units (other than an exempt transfer, as described below) is first required to notify the Company of the proposed transfer and the price at which the member would be willing to sell such Membership Units to the Company (the "**Proposed Price**"). Upon receipt of any such notice, the Company is required to notify the other members of the offer and such other members shall have 10 days to indicate to the Company whether they also wish to sell Membership Units to the Company at the Proposed Price. Following any such notice, the Company and the members proposing to sell Membership Units to the Company shall negotiate in good faith regarding the sale to the Company of such Membership Units. The closing of such agreement to sell Membership Units to the Company may, if requested by the Company, be conditional upon the ability of the Company to arrange financing for the purchase. If the Company purchases Membership Units pursuant to such a transaction, each member of the Company agrees not to sell any Membership Units for 120 days following such purchase. If the Company does not complete the purchase, the member initially proposing to sell Membership Units may sell all or a portion of such Membership Units to a proposed transferee at a price equal to or greater than the Proposed Price, subject to the refusal rights, drag along and tag along provisions described above.

Exempt Transfers. The refusal rights, tag along and drag along provisions do not apply (i) in the case of a *bona fide* pledge of Membership Units, for the purpose of providing collateral for a *bona fide* debt of the owner, provided the pledgee agrees to be bound by the Governance Agreement, (ii) to the sale or transfer of Membership Units to an affiliate of the member or to any other member, (iii) to a transfer to the Company, and (iv) to transfers made for *bona fide* estate planning purposes.

Purchase by US Holdco. US Holdco agrees that, except in connection with refusal rights assigned by the Company to US Holdco, neither it nor its affiliates, other than the Company or any subsidiary of the Company, will purchase or otherwise acquire Membership Units from any of the members unless US Holdco makes an offer to acquire a proportionate number of Membership Units owned by all of the members for the same consideration.

Act of the Members

Under the Governance Agreement, an "Act" of the Regional Energy Members means the consent or approval by the holders of a majority of the outstanding Membership Units owned by all of the Regional Energy Members, and an "Act" of the Public Power Members means the consent or approval by the holders of a majority of the outstanding Membership Units owned by all of the Public Power Members. Certain Regional Energy Members have agreed to vote their Membership Units in the same proportion as other of the Regional Energy Members.

TRUSTEE, DIRECTORS AND MANAGEMENT

The Trustee

Computershare has been appointed as the Trustee of the Trust and will continue in that capacity until it resigns or is replaced by the Unitholders. Pursuant to the terms of the Administration Agreement, the Trustee has delegated most of the administrative and governance functions relating to the Trust to the Administrator. As a result, the Administrator Directors fulfill the majority of the oversight and governance roles for the Trust, with the balance of those duties remaining with the Trustee. See *"Administration Agreement"*.

The Administrator

The Administrator is a corporation formed under the laws of the Province of Ontario on July 25, 2012, and is the administrator of the Trust. The sole shareholder of the Administrator is the Administrator Shareholder. Mr. Fallquist, the Chief Executive Officer of the Administrator and an Administrator Director, is the sole shareholder of the Administrator Shareholder. Under the terms of the Administration Agreement, the Administrator has certain management, administrative

and governance duties with respect to the Trust. The Administrator performs its services pursuant to the Administration Agreement on a cost recovery basis. See *"Administration Agreement"*.

The number of the Administrator Directors is fixed at six until such time as the Unitholders pass a resolution to fix the number of the Administrator Directors at a new number, subject to the Voting Agreement and articles and bylaws of the Administrator. The Voting Agreement provides that following the closing of the IPO the Administrator Shareholder will vote its shares of the Administrator with regard to the election of the Administrator Directors as directed by the Trustee pursuant to an Ordinary Resolution of the Unitholders, with the result that the Unitholders are entitled to elect all of the Administrator Directors. See *"Voting Agreement"*.

DIRECTORS AND EXECUTIVE OFFICERS OF THE ADMINISTRATOR

Name and Occupation

The following table sets forth the name, province or state, and country of residence of each Administrator Director and executive officer of the Administrator, as well as their respective position(s) and/or office(s) held with the Administrator, their respective principal occupations during the five preceding years and the date each was first appointed as an Administrator Director and/or executive officer of the Administrator. The information in the table below is stated as of March 15, 2016.

Name, Province or State, and Country of Residence	Position(s) and/or Office(s) Held with the Administrator	Principal Occupation	Administrator Director and/or Executive Officer Since
MICHAEL FALLQUIST.[1] .... Connecticut, United States	Chief Executive Officer Director	Chief Executive Officer, Crius Energy, LLC	September 12, 2012 September 14, 2012
JAMES A. AJELLO[1][2][3] ..... Hawaii, United States	Independent Director	Executive Vice President, Chief Financial Officer and Chief Risk Officer, Hawaiian Electric Industries, Inc.	November 13, 2012
BRIAN BURDEN[1][2] ..... Alberta, Canada	Independent Director	Corporate Director	September 13, 2012
ROBERT HUGGARD[2][3]..... Ontario, Canada	Independent Director	President and CEO, Ontario Energy Association	September 12, 2012
DAVID C. KERR[2][3]..... Ontario, Canada	Chairman[4] Independent Director	Chief Executive Officer, Thorium Power Canada Inc.	September 12, 2012
DANIEL SULLIVAN[1][3]..... Ontario, Canada	Independent Director	Corporate Director	October 29, 2012
ROOP BHULLAR..... Connecticut, United States	Chief Financial Officer	Chief Financial Officer, Crius Energy, LLC	September 12, 2012
CAMI BOEHME..... Connecticut, United States	Chief Strategy Officer	Chief Strategy Officer, Crius Energy, LLC	September 12, 2012
BARBARA CLAY ..... Connecticut, United States	EVP, General Counsel	EVP, General Counsel, Crius Energy, LLC	March 25, 2014
CHRISTIAN MCARTHUR..... Connecticut, United States	EVP, Procurement, Pricing and Product Engineering	EVP, Procurement, Pricing and Product Engineering, Crius Energy, LLC	March 25, 2014
CHAITU PARIKH..... Connecticut, United States	Chief Operating Officer	Chief Operating Officer, Crius Energy, LLC	August 7, 2013

Name, Province or State, and Country of Residence	Position(s) and/or Office(s) Held with the Administrator	Principal Occupation	Administrator Director and/or Executive Officer Since
ROB CANTRELL ..... Texas, United States	EVP, Sales	EVP, Sales, Crius Energy, LLC	April 1, 2015
PAT MCCAMLEY ..... Colorado, United States	EVP, Corporate Development	EVP, Corporate Development, Crius Energy, LLC	February 1, 2016

Notes

(1) Member of the board of directors of the Company. See *"Description of the Company"*.

(2) Member of the Audit and Risk Committee. Mr. Burden is the Chair of the Audit and Risk Committee.

(3) Member of the Governance, Nomination & Compensation Committee. Mr. Sullivan is the Chair of the Governance, Nomination & Compensation Committee.

(4) Mr. Kerr was appointed as Chairman of the Board on May 14, 2014.

Each executive officer of the Administrator is employed by the Company and holds the same position(s) and/or office(s) indicated below at both the Administrator and at the Company. Each of the executive officers devotes 100% of their working time to the business and affairs of the Crius Group.

Expiry of Term of Office

The term of office of each Administrator Director will expire at the subsequent annual meeting of Unitholders or at the time at which his or her successor is elected or appointed, or earlier if any Administrator Director otherwise dies, resigns, is removed or is disqualified. Pursuant to the Voting Agreement, the Administrator Shareholder has agreed to elect the Administrator Directors, immediately following each annual meeting of the Trust as directed by the Trustee in accordance with an Ordinary Resolution approved by the Unitholders at the annual meeting of Unitholders. Each Administrator Director will devote the amount of time as is required to fulfill his or her obligations to the Administrator. The Administrator's officers are appointed by and serve at the discretion of the Administrator Directors.

Directors' and Officers' Biographical Information

The following are brief profiles of each of the Administrator Directors and the executive officers of the Administrator, which include a description of their present occupation and their principal occupations for the past five years.

Michael Fallquist is the Chief Executive Officer of the Administrator and the Company and an Administrator Director. Mr. Fallquist founded Regional Energy in 2009 and served as CEO of Regional Energy until its acquisition by the Company. Prior to founding Regional Energy in January 2009, Mr. Fallquist served as the Chief Operating Officer of Commerce Energy Group, Inc. from March 2008 to January 2009. Mr. Fallquist also worked for the Macquarie Group in Australia and in the United States as a member of the Central Executive Strategy Group and in various energy roles with Macquarie Cook Energy from August 2004 to February 2008. Mr. Fallquist holds a B.A. in Economics from Colgate University and an M.B.A. from Cornell University.

James A. Ajello is an Administrator Director and a director of the Company. Mr. Ajello is the Executive Vice President, Chief Financial Officer and Chief Risk Officer of Hawaiian Electric Industries, Inc. (HEI), (NYSE: HE), the largest supplier of electricity in the state of Hawaii. Mr. Ajello's prior experience includes serving Reliant Energy Inc., an Energy Retailer, from 2000 to 2009, most recently as Senior Vice President of Business Development and also as Senior Vice President and General Manager of Commercial and Industrial Marketing and President of Reliant Energy Solutions LLC. In addition, Mr. Ajello was a Senior Banker/Managing Director of the Energy and Natural Resources Group of UBS Warburg/UBS Securities LLC and affiliates from 1984 to 1998. Currently, Mr. Ajello is chairman of the U.S. Department of Energy's Environmental Management Advisory Board and serves on the board of trustees of Hawaii Pacific University and its division, The Oceanic Institute. Mr. Ajello also serves on the Board of the HEI Community Foundation and is a member of the Board of Trustees of

Enterprise Honolulu (Oahu Economic Development Board). Mr. Ajello holds a bachelor's degree from the State University of New York, M.P.A. from Syracuse University and is a graduate of the Advanced Management Program of the European Institute of Business Administration in Fontainebleau, France.

Brian Burden is an Administrator Director and a director of the Company. Mr. Burden's prior experience includes working as the Chief Financial Officer of TransAlta Corporation from 2005 to 2010. Prior to joining TransAlta, Mr. Burden was the Chief Financial Officer of Molson from 2002 to 2005, a senior finance executive at Diageo PLC from 1997 to 2002 and a Finance Director of United Distillers in the United Kingdom from 1989 to 1997. Mr. Burden has been a director of the Canadian Soccer Association since June 2012 and joined the Trinidad Drilling Ltd Board in Sept 2013. Mr. Burden also sits on the Advisory Council for the private company Startech.com. Mr. Burden holds a diploma in Business Studies from Rotherham College, is a member of the Associated Chartered Institute of Management Accountants of the United Kingdom and received an ICD.D Certification from the Institute of Corporate Directors.

Robert Huggard is an Administrator Director. He is the President and CEO of the Ontario Energy Association. Mr. Huggard's prior experience includes serving as President of Lindaura Consulting, leading Direct Energy, an Energy Retailer, as President of Home and Business Services from 2008 to 2009, as President of Canadian Operations from 2005 to 2007 and as Executive Vice President from 2002 to 2005. Prior to joining Direct Energy, Mr. Huggard was the Vice President and General Manager of Home and Business Services at Enbridge from 1999 to 2002, the Vice President of Retail Services at Enbridge Gas Distribution from 1997 to 1999 and the Vice President of Marketing at Enbridge Gas Distribution from 1994 to 1997. Mr. Huggard was an independent director on the Board of Guelph Hydro Systems Inc. from 2011 to 2014, serving on the Finance and Audit Committee and Human Resources and Compensation Committee. In addition, Mr. Huggard was Chairman and director of SCITI TR Limited and the Trustee of SCITI Total Return Trust from May 2006 to May 2011, and was also the CEO of the Administrative Agent of The Consumers' Waterheater Income Fund from 2002 to 2006. Mr. Huggard holds a B.A. Honors (Economics) from Dartmouth College, an M.B.A. from the Schulich School of Business and an ICD.D Certification from the Institute of Corporate Directors.

David Kerr currently serves as the Chairman and an Independent Director of the Board. Mr. Kerr is the Chief Executive Officer of Thorium Power Canada Inc., a company engaged in nuclear power generation. Mr. Kerr was a founder and executive of Algonquin Power Income Fund from 1996 to 2010 and served as head of safety and environmental compliance from 1996 to 2010. Mr. Kerr holds a B.Sc. Honours from the University of Western Ontario.

Daniel Sullivan is an Administrator Director and a director of the Company. He is a director of the Ontario Teachers' Pension Plan, Allied Properties Real Estate Investment Trust, IMP Group International Inc. and Choice Property Real Estate Trust. Mr. Sullivan was appointed by the Right Honourable Stephen Harper, Prime Minister of Canada, as Consul General for Canada in New York from 2006 to 2011. Prior to his appointment as Consul General for Canada, Mr. Sullivan was Deputy Chairman of Scotia Capital Inc., the corporate and investment banking division of Scotiabank, where he had a successful 38 year career. Mr. Sullivan served as Chair and Director of the TSX from 1999 to 2002 and was the former Chairman of the Investment Dealers Association of Canada from 1991 to 1992. Mr. Sullivan is a former Director of a number of public companies, including Allstream Inc., Cadillac Fairview Corporation, Camco Inc., Monarch Development Corporation and Schneider Corporation. He has served on advisory boards or committees of Canada Post Corporation, Canada Deposit Insurance Corporation, the Canadian Securities Administrators and the Ontario Securities Commission. Mr. Sullivan holds a B.A. and an M.B.A. from Columbia University and a M.B.A. from University of Toronto.

Roop Bhullar is the Chief Financial Officer of the Administrator and the Company. Mr. Bhullar joined Regional Energy in April 2010 and served most recently as Chief Financial Officer of Regional Energy until its acquisition by the Company. Prior to joining Regional Energy, Mr. Bhullar was the Finance Director of Commerce Energy from August 2008 to March 2010 and Financial Controller of King Country Energy from October 2003 to August 2006. Mr. Bhullar's prior experience also includes working as a Tax Manager at Deloitte from 1998 to 2003, where he provided consulting advice to energy clients and co-headed the specialist M&A group. Mr. Bhullar holds two bachelor's degrees from the University of Waikato in New Zealand, in Management Studies (Accounting) and Laws (Corporate and Commercial Law), and an M.B.A. in Finance & Strategy from the UCLA Anderson School of Management.

Cami Boehme is the Chief Strategy Officer of the Administrator and the Company. Ms. Boehme served as the Senior Vice President of Marketing and Brand Strategy of Regional Energy from September 2010 until its acquisition by the Company. Prior to joining Regional Energy, Ms. Boehme was the Associate Director of Marketing for the Huntsman School of Business of Utah State University from March 2009 to September 2009, a Partner and Brand Director of Advent Creative from September 2009 to September 2010 and the Founder, President and Brand Director of Digital Slant from August 1998 to September 2009. Ms. Boehme taught as an adjunct instructor in the Department of Journalism and Communication at Utah State University from August 1999 to December 2008 and holds a B.Sc. (Journalism and Communications) and an M.B.A. from Utah State University.

Barbara Clay is the General Counsel of the Administrator and the Company. Ms. Clay joined the Company in November 2012. Prior to joining the Crius Group, Ms. Clay was Vice President, Senior Counsel at MasterCard Worldwide, serving as counsel for the following groups from 2007 to 2012: U.S. markets, finance and treasury; international and domestic mergers & acquisitions; and SEC and board advisory matters. Before joining MasterCard, Ms. Clay was Counsel for Boies, Schiller & Flexner LLP from 1998 to 2007, for two years as a litigation associate and for seven years as corporate counsel. At the firm, she represented energy, communication and financial industry clients in connection with private and public mergers and acquisitions, and complex contract matters. Ms. Clay graduated with honors from Rutgers University, with a B.S. and a M.S. in Environmental Sciences. She received her Juris Doctorate, with honors, from Pace University School of Law, where she was a managing editor of the Pace University Environmental Law Review.[1]

Christian McArthur is Executive Vice President, Procurement, Pricing and Product Engineering of the Administrator and the Company. Prior to joining the Crius Group, Mr. McArthur was most recently Senior Vice President, Supply Operations at Just Energy, where he served in various roles from 2003 until 2013. He has extensive experience in trading, risk management, product development and pricing, customer analytics and load forecasting in all North American deregulated energy markets. Mr. McArthur has a bachelor's degree in Engineering Physics from Queens University and a master's degree in Electrical Engineering from the University of Waterloo in Canada.

Chaitu Parikh has served as the Chief Operating Officer of the Administrator and the Company since August 2013. Mr. Parikh was previously the President and CEO of MXenergy Inc. from 2011 to 2012, he served as Executive Vice President and CFO of MXEnergy Inc. since July 2004 and served as Vice President of Finance of MXenergy from December 2002 to July 2004. Mr. Parikh served as Vice President and Controller of The New Power Company from October 2001 to December 2002 and as the Chief Financial Officer of Alliance Energy Services from December 1996 to July 2001. Previously, Mr. Parikh served in public accounting with KPMG from 1991 to 1996. Mr. Parikh holds a CPA, CA designation from the Chartered Professional Accountants of Ontario.

Rob Cantrell has served as Executive Vice President of the Administrator and the Company since April 2, 2015. Mr. Cantrell serves as Executive Vice President at TriEagle and served as its President and Chief Operating Officer from January 1, 2014 until April 2, 2015. Mr. Cantrell served as the Chief Marketing Officer and Senior Vice President of Marketing & Sales at TriEagle Energy LP until January 1, 2014. He also served as Vice President of Marketing and Sales at TriEagle. Mr. Cantrell has extensive strategic marketing experience from the energy, telecommunications, and real estate industries. He helped to start up three other Texas retail electric providers, served as Vice President for Strategic Development at wireless reseller Simple Communications, and as Director of Marketing at TXU Communications. Mr. Cantrell holds a B.A. in Economics from the University of North Carolina and an M.B.A. from the University of Georgia.

Pat McCamley was appointed as the Executive Vice President of the Administrator and the Company in March 2016. Mr. McCamley brings more than 20 years of corporate and business development experience to his role, leading the company's new business development efforts across all markets. Patrick was critical in the onboarding of Comcast, FairPoint and Cincinnati Bell as strategic energy distribution partners. Prior to his role at Crius, Patrick served as Partner in the private equity firm Skyline Partners, Director of New Business Development for Siemens AG and senior executive at Convergys Corporation. Patrick holds degrees from Pennsylvania State University and is recognized as an industry leader and is a frequent speaker at industry events around the world.

Security Ownership of Administrator Directors and Executive Officers of the Administrator

As a group, the Administrator Directors and executive officers of the Administrator beneficially own or exercise control or direction over, directly or indirectly, 97,344 Units, representing approximately 0.6% of the issued and outstanding Units as at the date of this Annual Information Form. The Administrator is wholly-owned by the Administrator Shareholder (of which Mr. Fallquist, the CEO and an Administrator Director, is the President and sole shareholder).

As a group, the Administrator Directors, directors of the Company, and executive officers of the Administrator and the Company own 1,606,819 Membership Units, representing approximately 4.7% of the issued and outstanding Membership Units as at the date of this Annual Information Form. A description of the ownership of the Company or its subsidiaries, as applicable, by the respective Administrator Directors, directors of the Company and executive officers of the Administrator and the Company are set forth in the table below.

Name / Position	Number and Percentage of Ownership in the Company
MICHAEL FALLQUIST..... Chief Executive Officer of the Administrator and the Company, and Administrator Director	1,506,538 (4.4%)
ROOP BHULLAR..... Chief Financial Officer of the Administrator and the Company	62,221 (0.2%)
CAMI BOEHME..... Chief Strategy Officer of the Administrator and the Company	38,060 (0.1%)

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Cease Trade Orders

To the knowledge of the Administrator, no Administrator Director or executive officer of the Administrator (nor any personal holding company of any of such persons), or Unitholder holding a sufficient number of securities of the Trust to affect materially the control of the Trust is, as of the date of this Annual Information Form, or was within 10 years before the date of this Annual Information Form, a director, chief executive officer or chief financial officer of any company (including the Administrator or the Company), that: (i) was subject to a cease trade order (including a management cease trade order), an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days (collectively, an "**Order**"), that was issued while the director or executive officer was acting in the capacity as director, chief executive officer or chief financial officer; or (ii) was subject to an Order that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

Bankruptcies

To the knowledge of the Administrator, other than disclosed below, no Administrator Director or executive officer of the Administrator (nor any personal holding company of any of such persons), or Unitholder holding a sufficient number of securities of the Trust to affect materially the control of the Trust: (i) is, as of the date of this Annual Information Form, or has been within the 10 years before the date of this Annual Information Form, a director or executive officer of any company (including the Administrator or the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets; or (ii) has, within the 10 years before the date of this Annual Information Form, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become

subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director, executive officer or Unitholder.

Cami Boehme, Chief Strategy Officer of the Administrator and the Company, declared bankruptcy in September 2009.

Penalties or Sanctions

To the knowledge of the Administrator, no Administrator Director or executive officer of the Administrator (nor any personal holding company of any of such persons), or Unitholder holding a sufficient number of securities of the Trust to affect materially the control of the Trust, has been subject to: (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority, or has entered into a settlement agreement with a securities regulatory authority; or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Conflicts of Interest

Certain Administrator Directors and officers of the Administrator are also directors and/or officers of the Company and other companies engaged in the electricity business generally. As a result, situations may arise where the duties of such Administrator Directors and officers of the Administrator conflict with their interests as directors and/or officers of other companies. The resolution of such conflicts is governed by applicable corporate laws, which require that directors and officers act honestly, in good faith, and with a view to the best interests of the Administrator. In addition, pursuant to the Administration Agreement, the Administrator is required to give prompt written notice to the Trustee of any material conflict between the interests of an affiliate or associate of the Administrator with those of the Trust or its affiliates or associates. The OBCA provides that in the event that a director or officer has an interest in a contract or proposed contract or agreement, the director or officer shall disclose his interest in such contract or agreement and, in the case of a director, shall refrain from voting on any matter in respect of such contract or agreement unless otherwise provided by the OBCA. Management is not aware of any existing or potential material conflicts of interest between the Administrator, the Trust or a subsidiary of the Trust and any officer of the Administrator or Administrator Director.

Insurance Coverage and Indemnification

The Administrator obtained policies of insurance for the Administrator Directors, officers of the Administrator and the directors and officers of the Trust's other subsidiaries. Under the policies, each entity has reimbursement coverage to the extent that it has indemnified the directors and officers. The policies include securities claims coverage, insuring against any legal obligation to pay on account of any securities claims brought against the Trust, the Administrator, a Trust Subsidiary or any of their respective subsidiaries and their respective trustees, directors and officers. The total limit of liability is shared among the Trust, the Administrator, the Trust Subsidiaries and their respective subsidiaries and their respective trustees, directors and officers, so that the limit of liability is not exclusive to any one of the entities or their respective trustees, directors and officers.

The by-laws of the Administrator and each of the Trust Subsidiaries provide for the indemnification of their respective directors and officers from and against liability and costs in respect of any action or suit brought against them in connection with the execution of their duties of office, subject to certain limitations. The Trust Indenture also provides for the indemnification of the Administrator from and against liability and costs in respect of any action or suit brought against it in connection with the execution of its duties of office, subject to certain limitations.

Under the Administration Agreement, the Administrator, its affiliates and associates and any person who is serving or shall have served as a director, officer, employee or agent of the Administrator, a Trust Subsidiary, or of their respective affiliates or associates, or any respective heirs, legal representatives and successors of any of the foregoing will be indemnified by the Trust in respect of such activities undertaken on its behalf unless the claim arises from the fraud, wilful misconduct, gross negligence or breach of the applicable standard of care of the person claiming indemnification.

The Administrator Directors and officers of the Administrator have entered into indemnity agreements with the Administrator, Cdn Holdco, US Holdco and the Commercial Trust under which such directors and officers will be indemnified by such entities in respect of claims that may arise as a result of acting as a director and/or officer of such entities.

AUDIT AND RISK COMMITTEE DISCLOSURES

The written charter for the Audit and Risk Committee is attached hereto as Appendix "A".

The Audit and Risk Committee is comprised of four Administrator Directors, Mr. Burden, Mr. Huggard, Mr. Kerr, and Mr. Ajello, each of whom is considered "independent" and "financially literate" within the meaning of NI 52-110 of the Canadian Securities Administrators. Mr. Burden is the chair of the Audit and Risk Committee.

The Audit and Risk Committee's primary responsibilities are to: (i) identify and monitor the management of the principal risks that could impact the financial reporting of the Crius Group; (ii) monitor the integrity of the Crius Group's financial reporting process and system of internal controls regarding financial reporting and accounting compliance; (iii) monitor the independence and performance of the Crius Group's external auditors; (iv) deal directly with the external auditors to approve external audit plans, other services (if any), and fees; (v) directly oversee the external audit process and results; (vi) provide an avenue of communication among the external auditors, management and the Board; and (vii) ensure that an effective "whistle blowing" procedure exists to permit stakeholders to express any concerns regarding accounting or financial matters to an appropriately independent individual.

The Trust believes that each of the members of the Audit and Risk Committee possesses: (i) an understanding of the accounting principles used by the Trust to prepare its consolidated financial statements; (ii) the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves; (iii) experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Trust's consolidated financial statements, or experience actively supervising one or more individuals engaged in such activities; and (iv) an understanding of internal controls and procedures for financial reporting. For a summary of the education and experience of each member of the Audit and Risk Committee that is relevant to the performance of his responsibilities as a member of the Audit and Risk Committee, see *"Directors and Executive Officers of the Administrator — Directors' and Executive Officers' Biographical Information"*.

Pre-Approval Policies and Procedures

The Audit and Risk Committee has not adopted specific policies and procedures for the engagement of non-audit services and pre-approves each such engagement or type of engagement for every fiscal year or as services are required.

Principal Accountant Fees and Services

Ernst & Young LLP, Hartford, Connecticut, has been the Trust's external auditors since its formation on September 7, 2012. They have advised the Trust that they are independent within the meaning of the Rules of the American Institute of Certified Public Accountants (the "**AICPA**") and the Rules of Professional Conduct of the Institute of Chartered Accountants of Ontario.

The following table is a summary of the service fees billed by the auditors for the years ended December 31, 2013, 2014, and 2015 (in thousands of U.S. dollars):

	Audit Fees[(1)]	Audit-Related Fees[(2)]	Tax Fees[(3)]	All Other Fees[(4)]
2013	$600	$188[(5)]	$0	$0
2014	$697.3	$64.5[(6)]	$0	$2.6[(7)]
2015	$1,138.8	$0	$0	$0.7[(7)]

Notes:

(1) Audit fees consist of fees for the audit of the Trust's consolidated annual financial statements.

(2) Audit-related fees consist of fees for assurance and related services that are reasonably related to the performance of the audit or review of the Trust's financial statements, and are not reported as Audit Fees.

(3) Tax fees consist of fees rendered by the Trust's external auditors for tax compliance, tax advice, and tax planning.

(4) All other fees consist of fees billed for products and services provided by the Trust's external auditors, other than the services reported under Audit Fees, Audit-Related Fees, or Tax Fees.

(5) These fees are for due diligence services for the Trust and a sustainability report.

(6) These fees are for a sustainability audit and review of information technology controls.

(7) These fees are the subscription price for the Global Accounting and Auditing Information Tool.

ADMINISTRATION AGREEMENT

The following is a summary of the material terms of the Administration Agreement pursuant to which the Trustee has delegated to the Administrator responsibility for the general administration of the affairs of the Trust. The description below is qualified in its entirety by reference to the text of the Administration Agreement. The Administration Agreement is available on SEDAR under the Trust's issuer profile at www.sedar.com. See *"Material Contracts"*.

The Administrator provides administrative services to the Trust. These arrangements are set forth in the Administration Agreement. In exercising its powers and discharging its duties under the Administration Agreement, the Administrator's standard of care requires it to act honestly, in good faith, and in the best interests of the Trust and exercise the degree of care, diligence and skill that a reasonably prudent administrator, having responsibility for services similar to the Administrative Services (as defined below), would exercise in comparable circumstances.

Pursuant to the Administration Agreement, the Administrator, on an exclusive basis, performs or procures all administrative, advisory, operational, technical and governance services as may be required to administer the affairs of the Trust (the "**Administrative Services**"), other than the excluded services described below (the "**Excluded Services**").

Without limiting the scope thereof, the Administrative Services provided by the Administrator under the Administration Agreement include: (i) preparing all returns, filings and other documents and making all determinations and taking all other actions necessary to discharge the Trustee's obligations under the Trust Indenture; (ii) preparing or causing to be prepared the annual audited and interim unaudited financial statements of the Trust; (iii) operating bank accounts and making banking arrangements on behalf of the Trust; (iv) assisting with the calculation of distributions to Unitholders, withholding all amounts required by applicable tax law, and making the remittances and filings in connection with such withholdings; (v) ensuring compliance by the Trust with all applicable laws, including securities laws and stock exchange requirements; (vi) providing investor relations services; (vii) calling and holding all annual and/or special meetings of Unitholders pursuant to the Trust Indenture and preparing, approving and arranging for the distribution of all materials including notices of meetings and information circulars in respect thereof; (viii) monitoring the investments of the Trust to ensure they comply with the investment restrictions in the Trust Indenture; (ix) performing all acts, duties and responsibilities in connection with acquiring or disposing of assets and property for and on behalf of the Trust; (x) voting all securities owned by the Trust; (xi) performing all acts, duties and responsibilities in connection with any sale of securities of the Trust; (xii) establishing and implementing any Unit purchase plans, incentive option or other compensation plans and Unitholder rights plans; (xiii) engaging and overseeing third party providers of services to the Trust in connection with provision of administrative services; (xiv) monitoring and overseeing the Trust's direct and indirect investments in the Commercial Trust, Cdn Holdco, US Holdco and the Company; and (xv) providing all other services as may be necessary, or requested by the Trustee, for the administration of the Trust (other than the Excluded Services).

The Excluded Services consist of: (i) the issue, certification, exchange or cancellation of Units; (ii) the maintenance of registers of Unitholders; (iii) making the distribution of payments or property to Unitholders and statements in respect thereof; (iv) any mailings to Unitholders; (v) executing any amendment to the Trust Indenture or any amended and restated Trust Indenture following any amendment thereto; and (vi) any matters ancillary or incidental to any of those set forth in (i) through (v) immediately above.

Fees and Expenses

Under the Administration Agreement, the Administrator receives no fees in consideration of the services it provides as Administrator of the Trust. The Administrator is entitled to the reimbursement of all costs and expenses reasonably incurred by the Administrator in carrying out its obligations and duties under the Administration Agreement and the Trust Indenture.

Reliance, Limitation of Liability and Indemnification

The Administration Agreement provides that, in carrying out the Administrative Services, the Administrator and its delegates are entitled to rely on: (i) statements of fact of other persons (any of which may be persons with whom the Administrator is affiliated or associated) who are considered by the Administrator to be knowledgeable of such facts, provided that the Administrator has satisfied its standard of care under the Administration Agreement in making the assessment as to whether such persons are knowledgeable of such facts (each, a "**Knowledgeable Person**"); and (ii) statements or information from, or the opinion or advice of, any solicitor, auditor, valuator, financial advisor, engineer, surveyor, appraiser or other expert selected by the Administrator (each, an "**Expert**"), provided that the Administrator has satisfied its standard of care under the Administration Agreement in selecting such Expert to provide such statements, information, opinion or advice.

The Administration Agreement provides that the Administrator, its affiliates and associates and each of their respective directors, officers, employees, contractors and agents (collectively, the "**Administrator Service Providers**"), will not, either directly or indirectly, be liable, answerable or accountable to the Trust, the Trustee or any Beneficiary for: (i) any loss or damage resulting from, or incidental or relating to, the performance or non-performance of the Administrative Services by any of the Administrator Service Providers, or any act or omission believed by an Administrator Service Provider to be within the scope of authority conferred thereon by the Administration Agreement or the Trust Indenture, unless such loss or damage resulted from the fraud, wilful misconduct or gross negligence of, or breach of the applicable standard of care by an Administrator Service Provider, in which case the benefit of this limitation will not apply to such Administrator Service Provider; (ii) any loss or damage resulting from, or incidental or relating to, the performance or non-performance of the Administrative Services by any of the Administrator Service Providers, where such loss or damage is attributable to acting in accordance with the instructions of the Trustee, provided that the Administrator Service Providers will bear, on a several basis, their proportionate share of liability in the event of joint or contributory liability with the Trustee; (iii) any loss or damage resulting from, or incidental or relating to, any act or omission by any of the Administrator Service Providers, provided that such act or omission is based upon the Administrator Service Provider's reliance on (a) statements of fact of Knowledgeable Persons (excluding persons with whom the Administrator is affiliated); or (b) the opinion or advice of or information obtained from any Expert; and (iv) any damage, injury or loss of an indirect or consequential nature, including loss of profits, suffered by the Trust, the Trustee or any Beneficiary, or any of their respective affiliates, which is in any way connected with the activities, investments or affairs of the Trust or the performance or non-performance of the Administrative Services or any other aspect of the Administration Agreement or the Trust Indenture.

The Administration Agreement provides that the Administrator, its affiliates, associates and any person who is serving or shall have served as a director, officer, employee or agent of the Administrator, a Trust Subsidiary, or of their respective affiliates or associates (including the Company) and any respective heirs, legal representatives and successors of the foregoing (collectively the "**Administrator Indemnitees**"), will be indemnified out of the Trust Property from and against, all losses, claims, damages, liabilities, obligations, costs and expenses (including judgments, fines, penalties, amounts paid in settlement (with the approval of the Trustee, acting reasonably), legal fees and disbursements) ("**Claims**") incurred by, borne by or asserted against, any of the Administrator Indemnitees and which in any way arise from or relate in any manner to the Administration Agreement, the Trust Indenture or the performance or non-performance of the Administrative Services, unless such Claims arise from the fraud, wilful misconduct, gross negligence or breach of the terms and conditions of the Administration Agreement (including the applicable standard of care), by any of the Administrator Indemnitees, provided that in such case only the Administrator Indemnitee guilty of the same will lose its right of indemnity as long as such Administrator Indemnitee was delegated its responsibility in accordance with the Administrator's standard of care under the Administration Agreement.

The Administration Agreement further provides that, subject to limitations on liability of the Administrator described above, the Trust, the Trustee and any person who is serving or shall have served as a director, officer or employee of the Trustee, and any respective heirs, legal representatives and successors of the foregoing (the "**Trust Indemnitees**") will be indemnified by the Administrator from and against all losses, claims, damages, liabilities, obligations, costs and expenses (including judgments, fines, penalties, amounts paid in settlement (with the approval of the Administrator, acting reasonably), legal fees and disbursements) ("**Trust Claims**") incurred by, borne by or asserted against any of the Trust Indemnitees and which arise from the fraud, wilful misconduct or gross negligence of, or breach of the terms and conditions of the Administration Agreement by, the Administrator in the performance of the Administrative Services, unless such Trust Claims arise from the fraud, wilful misconduct or gross negligence of, or breach of the terms and conditions of the Administration Agreement by, the Trust Indemnitee, or are attributable to actions undertaken on the specific instructions of the Trustee.

Term and Termination

The Administration Agreement had an initial term to December 31, 2012 and was automatically renewed for two additional one-year terms. The Administration Agreement is automatically renewable for additional successive terms of one year unless terminated by the Administrator on prior written notice which is provided at least 30 days before the expiry of any renewal term. The Administration Agreement also provides that it may, by written notice given by one party to the other, be immediately terminated in the event of: (i) certain events of bankruptcy, insolvency, receivership or liquidation of the other party; or (ii) a breach by the other party in the performance of a material obligation, covenant or responsibility under the agreement (other than as a result of the occurrence of a force majeure event) which is not remedied, within 60 days after notice of such breach has been delivered, or when not reasonably capable of being remedied within such 60-day period, such party nonetheless fails to commence and diligently pursue steps to remedy such default, provided that, prior to the Trust or Trustee being entitled to terminate the Administration Agreement for breach by the Administrator of performance of a material obligation, covenant or responsibility, approval of the Unitholders by Ordinary Resolution must be obtained authorizing such termination.

A direct or indirect change of control of the Administrator will require the prior consent of the Unitholders by Ordinary Resolution, provided that the shares of the Administrator may be transferred in compliance with the terms and conditions of the Voting Agreement without the prior consent of the Unitholders. The Administration Agreement permits the Administrator to delegate its responsibilities to any person without prior written consent of the Trustee, but no such delegation will relieve the Administrator of its responsibility for ensuring the performance of its duties and obligations, under each such agreement unless otherwise agreed by the Trustee in writing. If, however, the Administrator delegates its responsibilities to a third party, and in so doing, does not breach its standard of care under the Administration Agreement, the Administrator will not be liable for the acts or omissions of such delegate (except where such delegate is an affiliate of the Administrator). It is anticipated that the Administrator may, from time to time, delegate certain responsibilities to US Holdco.

VOTING AGREEMENT

The following is a summary of the material terms of the Voting Agreement pursuant to which the Administrator Shareholder has agreed to vote its shares in the Administrator at the direction of the Unitholders, as communicated by the Trustee as agent for the Unitholders. The description below is qualified in its entirety by reference to the text of the Voting Agreement. The Voting Agreement is available on SEDAR under the Trust's issuer profile at www.sedar.com. See *"Material Contracts"*.

The Administrator Shareholder, as the sole shareholder of the Administrator, has entered into the Voting Agreement with the Trustee, as agent for the Unitholders, and the Administrator pursuant to which the Administrator Shareholder has agreed to vote its shares in the Administrator at the direction of the Unitholders, as communicated by the Trustee as agent for the Unitholders, with regard to, among other things, the election or removal of the Administrator Directors, setting the number of Administrator Directors from time to time, the appointment of any auditor of the Administrator from time to time and any other matter in respect of which the Administrator Shareholder otherwise would have the right to vote under the OBCA. The Voting Agreement is a unanimous shareholder agreement pursuant to the OBCA and will restrict the business of the Administrator to: (i) acting as administrator of the Trust pursuant to the terms of the Trust Indenture and the Administration Agreement; (ii) acting as trustee of the Commercial Trust pursuant to the terms of the Commercial Trust Indenture; and (iii) such other activities ancillary to the activities in (i) and (ii) and necessary to perform the obligations of the Administrator. The Voting Agreement also provides that in exercising their powers and discharging their duties as directors of the Administrator, the Administrator Directors shall act honestly, in good faith and in the best interests of the Trust and the Unitholders and will exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

The Administrator Shareholder has also waived certain shareholder rights afforded to it under the OBCA, including the right to appoint an auditor, dissent rights and oppression rights. The Voting Agreement requires the Administrator Shareholder to be a director or officer of the Administrator or of a Trust Subsidiary (or, if the Administrator Shareholder is a corporation, the individual who owns the shares of the Administrator Shareholder), and also provides the Board with the right, under certain circumstances, to compel the Administrator Shareholder to transfer its shares in the Administrator to the Administrator for cancellation or to a director or officer of the Administrator or of a Trust Subsidiary (or a corporation wholly-owned by such director or officer) designated by the Board, for nominal consideration equal to the original subscription price at which the shares were issued by the Administrator. The Administrator's articles require that all transfers of its shares require the approval of the Board.

FIDUCIARY RESPONSIBILITY OF THE ADMINISTRATOR

The Administrator, as administrator of the Trust, has a contractual duty to administer the Trust in a manner beneficial to the Unitholders thereof. As well, the Administrator Directors and officers of the Administrator have contractual obligations in that capacity to the Unitholders of the Trust, and the directors and officers of each Trust Subsidiary have fiduciary obligations in that capacity to such Trust Subsidiary, respectively. Situations may arise in which the interests of the Trust and its affiliates and associates may conflict with the interests of the directors of the Company or the Trust Subsidiaries, and such directors and the Administrator Directors will be obligated to resolve such conflicts.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

Legal Proceedings

Management is not aware of any material outstanding, threatened or pending litigation by or against the Trust, the Commercial Trust, Cdn Holdco, US Holdco, the Company, the Administrator or any direct or indirect subsidiaries of the Trust.

Regulatory Actions

There have not been any penalties or sanctions imposed against the Trust by a court relating to provincial or territorial securities legislation or by a securities regulatory authority, nor have there been any other penalties or sanctions imposed by a court or regulatory body against the Trust, and the Trust has not entered into any settlement agreements before a court relating to provincial or territorial securities legislation or with a securities regulatory authority.

INTEREST OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Except as described below or elsewhere in this Annual Information Form, there is no material interest, direct or indirect, of: (i) any Administrator Director or executive officer of the Administrator; (ii) any person or company that beneficially owns, or controls or directs, directly or indirectly, more than 10% of the Units; or (iii) any associate or affiliate of the persons or companies referred to above in (i) or (ii), in any transaction within the three years before the date of this Annual Information Form, that has materially affected or is reasonably expected to materially affect the Trust or a Trust Subsidiary. See *"Administration Agreement"*.

The Trust has filed a Form 51-102F4 (Business Acquisition Report) in respect of the Initial Company Interest Acquisition, which is available on SEDAR under the Trust's issuer profile at www.sedar.com.

Pursuant to the terms of the Voting Agreement, the Administrator Shareholder, a company, all the shares of which are held by Michael Fallquist, the Chief Executive Officer of the Administrator and the Company and an Administrator Director, has been granted all of the voting rights to elect the Administrator Directors, which it has agreed to vote at the direction of the Unitholders of the Trust.

The Company entered into an arm's length transition services agreement for professional services with Gries Management, LLC, which indirectly owns Membership Units, during the year, for an initial period of six months, with the option to extend the agreement for an additional six months. As at December 31, 2013 included in trade and other payables on the Trust's financial statements, is a payable balance in the amount of US$0.02 million. For the year ended December 31, 2013, included in general and administrative expenses are charges in the amount of US$0.12 million related to this agreement. The Company did not extend the agreement with Gries Management, LLC subsequent to the initial six month term. As such, the Company did not owe Gries Management, LLC any trade or other payables after the year ended December 31, 2013.

The Company is a party to the Base Confirmation Agreement with Macquarie Energy, which is related to Macquarie Americas Corporation, which holds a membership interest in the Company. Details of this arrangement are discussed under the heading *"Principal Agreement with Macquarie Energy"*.

During the year ended December 31, 2015, the Company made certain tax payments on behalf of the non-controlling interest holders, which are treated as advances. The balance as at December 31, 2015 was $0.4 million and is being repaid through future distribution disbursement. Such advances for the year ended December 31, 2015 are expected to be fully recouped during 2016. Due to the short-term nature for the repayment of these advances, there is no interest being charged.

Michael Fallquist, the Chief Executive Officer of the Administrator and the Company and an Administrator Director and director of the Company, holds 1,506,538 Membership Units, representing approximately 4.4% of the outstanding Membership Units as of the date hereof.

Robert Gries Jr., a director of the Company, is the Managing Member and a Director of GF Power I, LLC, GRM Family Limited Partnership and GF Factoring, LP, which hold 6,166,757 Membership Units, 4,422,349 Membership Units and 274,301 Membership Units representing approximately 18.0%, 12.9% and 0.8%, respectively, of the outstanding Membership Units as of the date hereof.

RISK FACTORS

A prospective investor should carefully consider the risks described below before making an investment decision. The risks set out below are not an exhaustive description of all the risks associated with the Trust's business, the Company and the retail energy market generally. In addition, prospective investors should carefully review and consider all other information contained in this Annual Information Form before making an investment decision. An investment in Units should only be made by persons who can afford a significant or total loss of their investment. Residents of the United States and other non-residents of Canada should have additional regard to the risk factors under the subheading *"Risk Factors Applicable to Residents of the United States and Other Non-Residents of Canada"*.

Risks Relating to the Commodity Market, Credit Market and Other Markets

Significant increases in the wholesale price of natural gas and electricity could negatively affect operating margins and the Company's financial performance.

In certain states in which the Company operates, we are exposed to market risk in the event of significant increases in the price of natural gas and electricity. If energy prices are significantly above the utility service rate over a prolonged period of time, our pricing strategy may not be competitive. In states where the utility service rate is set through the procurement of energy over a period of months or years, the Company may reduce its operating margins in order to price more competitively with the utility service rate and may experience increased customer attrition, as some customers may switch to the standard service offer from the utility. While the utility service rate will eventually reflect the increased wholesale natural gas and electricity prices, the procurement of energy over a period of months or years will cause the utility service rate to lag the market conditions.

We are exposed to commodity risk in the ordinary course of business activities.

We are subject to the risks associated with electricity and natural gas procurement activities, including price and volumetric risk. The Company enters into hedging transactions in order to mitigate price and volumetric risks. The Company utilizes derivatives to lock in a fixed quantity of electricity and natural gas supply at a fixed cost for hedging all or a portion of the expected energy consumption of its customers. The Company is then at risk of either under- or over-hedging, to the extent the consumption quantity of its customers deviates from the amount hedged by the futures contracts. If the customers' energy consumption level is significantly higher than the hedged quantity, for example, as a result of extreme weather conditions or other factors, the Company could be under-hedged relative to its load obligation and would have to purchase energy in the open market to serve its customers. If the spot price exceeds the contracted price paid by customers, the Company may supply energy at a loss to its customers. Conversely, where customer consumption is lower than expected, the Company faces the risk of being over-hedged and having to sell surplus electricity or natural gas in the spot market or sell it financially at a loss. In addition, the Company's effectiveness of its hedging activities is dependent on accurate energy load forecasting. The Company has developed its own proprietary best-practice load forecasting models that employ rigorous backtesting and reporting. The forecast models employ several methodologies, including neural networks and regression analysis, and inputs to the models include customer data provided by the LDC along with forecasted weather information from an industry standard weather services provider. Once a representative load for each hour, by season, and by day type for each LDC load

profile classification has been generated, loss factors as available at the market, LDC and/or congestion zone level are applied to the results to account for the loss between the generation point and delivery point.

Hedging arrangements also expose the Company to the risk of financial loss in situations where the other party to the hedging contract defaults on its contract or, in the case of exchange-traded contracts, where there is a change in the expected differential between the underlying price in the hedging agreement and the actual price paid or received by the Company. Hedging activities can themselves result in losses when a position is purchased in a declining market or a position is sold in a rising market. The Company may experience hedging losses in the future.

We are exposed to credit risk in the ordinary course of our business activities.

The Company is exposed to credit risk in all markets in which we operate. In POR markets, the Company is exposed to credit risk from the LDC. In non-POR markets, the Company is exposed to credit risk from the end-use customer.

In the POR markets in which we operate, the Company is exposed to payment default from LDCs for the customer receivables they have collected on behalf of the Company. The Company monitors the credit rating of the LDCs with POR programs to ensure credit exposure is limited. If an LDC defaults on payment obligations to the Company, it could have a material adverse effect on the results of operations and cash flows of the Company. In addition, if the LDCs cancel or change the rules governing the POR programs, the Company will be exposed to greater credit risk.

In non-POR markets in which the Company currently operates, credit review processes have been implemented to manage the Company's customer credit risk. Except in select circumstances, the Company obtains credit scores from all new customers in non-POR markets as part of its screening process. The credit screening process utilizes credit report models and industry specific risk models to determine creditworthiness and balance bad debt targets through credit scores. These models may provide an inaccurate prediction of actual customer default and bad debt experienced by the Company. If customers default on their payments and bad debts are significantly higher than anticipated, it could have a material adverse effect on the operations and cash flow of the Company. As the Company's operations expand into new non-POR states, the Company's bad debt profile may change.

We may have insufficient financial liquidity to carry on our business.

Our business requires us to maintain sufficient financial liquidity to absorb the impact of seasonal energy consumption, volatile wholesale energy prices or other significant events. The seasonality of customer energy consumption and/or volatility in wholesale energy prices may create increased liquidity requirements as a result of the potential difference between energy payables and receivables. Similarly, the Company is required to post collateral in connection with some energy supply contracts, license obligations and obligations owed to certain LDCs, which may change over time as a result of unforeseen market events. Management expects that the Company's principal source of liquidity will be cash generated from its operating activities, existing working capital, and borrowing capacity under our Base Confirmation Agreement with Macquarie Energy. The Company may require additional equity or debt financing to meet its financial requirements or undertake acquisitions. Financial covenants and restrictions under the Base Confirmation Agreement and Guarantee Agreement may make it difficult for the Company to borrow money from other lenders. There can be no assurance that additional equity or debt financing will be available when required or available on commercially favourable terms or on terms that are otherwise satisfactory to the Company, in which event the financial condition of the Company may be materially adversely affected.

Restrictive covenants and the terms of the Base Confirmation Agreement with Macquarie Energy may make it more difficult for us to operate.

The terms of the Base Confirmation Agreement may constrain the ability of the Company to operate because it must comply with certain financial, organizational, operational and other restrictive covenants. Among other things, the Base Confirmation Agreement restricts the Company's ability to undertake the following activities, subject to the approval of Macquarie Energy: (i) deal with other energy suppliers; (ii) enter into hedging transactions; (iii) amend or terminate material contracts; (iv) amend or modify the Risk Management Policy; (v) make capital expenditures; (vi) make distributions or pay dividends on its Membership Units; (vii) invest in or acquire certain other businesses or entities; (viii) enter new markets and expand its business; (ix) enter into certain commercial transactions; (x) incur indebtedness, suffer liens or grant security on its assets; (xi) sell, liquidate or dissolve its assets; (xii) merge, amalgamate or consolidate with another entity; (xiii) release any utility,

LDC or ISO from its contractual obligations; or (xiv) alter its accounting policies or organizational documents. In addition, the Base Confirmation Agreement requires that the Company and its subsidiaries, among other things, at all times maintain a minimum total net worth, a minimum margin ratio, and comply with certain financial covenants.

Our business is dependent on our contracts with Macquarie Energy and Macquarie Energy's inability to perform its obligations under the contracts could adversely affect our margins on electricity and natural gas sales.

Our business model is based on contracting for supply of natural gas and electricity, through physical and financial transactions, to fix margins. If Macquarie Energy experiences financial difficulties or is otherwise unable to perform its obligations to us, we may suffer losses, including being unable to secure energy supply on a timely basis. As a result, our ability to earn margins on electricity or natural gas sales could be affected. If the Company cannot identify an alternative supply of natural gas or electricity in a timely manner, our business will be adversely affected as the Company may not be able to meet its obligations to its customers.

A default under the Base Confirmation Agreement could adversely affect our business.

The Base Confirmation Agreement contains numerous covenants by the Company, including covenants relating to the operation and conduct of its business, ownership and maintenance of assets, regulatory approvals and licenses, compliance with laws, delivery of financial information, the incurrence of indebtedness, its Risk Management Policy, the maintenance of certain financial ratios, and restrictions on undertaking certain transactions without Macquarie Energy's consent. A breach of any of the covenants in the Base Confirmation Agreement constitutes an event of default, subject to cure periods in limited circumstances. Additional events of default include the revocation of certain licenses, exceeding certain exposure limits, the loss of key employees, the existence of unsatisfied judgments in excess of a threshold, the termination of material contracts and change of control. Upon an event of default, Macquarie Energy is entitled to suspend its performance under or terminate the Base Confirmation Agreement, including its obligation to supply energy to the Company under the Base Confirmation Agreement, to accelerate any advances under the Working Capital Facility and to enforce its liens on the Company's assets. In addition, Macquarie Energy may elect not to enter into any further transactions under the Base Confirmation Agreement unless the representations and warranties contained in the Base Confirmation Agreement are true and correct, and there has not been a material adverse change (as defined in the Base Confirmation Agreement). Any such termination or election not to enter into further transactions by Macquarie Energy would likely have an adverse economic impact on the business and cash flows of the Company and on the Company's ability to make distributions on its Membership Units, which would in turn impact the ability of the Trust to make distributions to its Unitholders.

We are exposed to interest rate risk and foreign currency exchange risk in the ordinary course of business.

The Company is exposed to interest rate risk associated with its Base Confirmation Agreement, and the Trust and/or Trust Subsidiaries are exposed to foreign currency exchange rates associated with the repatriation of U.S. dollar denominated funds in order to pay Canadian dollar denominated distributions. The Trust Subsidiaries have entered into derivative instruments in order to manage exposures to changes in foreign currency rates and to mitigate the currency risk impact on the long-term sustainability of distributions to Unitholders. Derivative instruments are generally transacted over-the-counter. The inability or failure of the Company or the Trust Subsidiaries to manage and monitor interest rate and foreign currency exchange risks could have a material adverse effect on the results of operations and cash flow of the Company and distributions to Unitholders. See *"Business of Crius Energy — Business Strengths — Product Structuring and Risk Management Culture — Foreign Currency Exchange Risk"* for further details on the Company's foreign currency exchange risk strategy.

We may suffer economic losses where the Risk Management Policy and related models and programs do not work as planned.

The Risk Management Policy and related models and programs may not work as planned. For example, actual electricity and natural gas prices may be significantly different or more volatile than the historical trends and assumptions upon which the Company based its risk management calculations. In addition, unforeseen market disruptions could decrease market depth and liquidity, negatively impacting the Company's ability to enter into new transactions. The Company may enter into financial contracts to hedge commodity basis risk, and as a result is exposed to the risk that the correlation between delivery points could change with actual physical delivery. Similarly, interest rates or foreign currency exchange rates could change in significant ways that the Company's risk management procedures were not designed to address. As a result, the Company cannot always predict the impact that its risk management decisions may have on its business if actual events result in greater

losses or costs than predicted by the Company's risk models, or if there is greater than expected volatility in the Company's results of operations.

In addition, the Company's trading, marketing and hedging activities are exposed to counterparty credit risk and market liquidity risk. If counterparties fail to perform, the Company may be forced to enter into alternative arrangements at then-current market prices. In that event, the Company's results of operations are likely to be adversely affected.

Furthermore, the Company is unable to hedge some components of its costs to serve customers. As a result, any disruption to market conditions could result in higher than planned ancillary, capacity, balancing, shaping and energy losses which the Company may not be able to recover from its fixed and variable price customers.

Our business is reliant on the services provided by LDCs, and any disruptions to these services could adversely impact our results of operations and cash flow.

LDCs provides many essential services to the Company, including energy delivery, billing and collections and meter reading. The Company is reliant on LDCs to deliver the electricity and natural gas that it sells to customers. LDCs are reliant upon the continuing availability of existing distribution infrastructure. Any disruptions in this infrastructure could result in the Company invoking force majeure clauses in its contracts. Under such severe circumstances, there would be no revenue or gross margin to report for the affected areas as the Company would have no alternative way to deliver energy to its customers.

The Company is reliant on LDCs to perform billing and collection services in utility consolidated billing markets, which includes paying the Company for its energy service delivered to customers. If LDCs cease to perform these services, the Company would have to seek a third party billing provider or develop internal systems and processes to perform these functions, which may require a significant capital expenditure and increased operating expenses to support the internal billing and collections functions.

The Company is reliant on LDCs to measure and record customer electricity and natural gas meter usage rates, which is used to calculate commodity charges billed to the customer. If the LDCs do not accurately measure or record customer usage rates, and the customer is under-billed relative to their actual usage rates, the Company may not receive full payment for energy that has been supplied to its customers.

There can be no assurance that the practices or policies of LDCs in the future will not limit the growth or profitability of the Company.

Unforeseen events may negatively impact our financial condition.

Market events and conditions, including disruptions in commodity prices, international credit markets and other financial systems and global economic conditions, may cause significant volatility to commodity prices and may adversely impact demand for energy products and diminish prices for electricity, natural gas and solar products, which could adversely impact our results of operations, liquidity and financial condition.

Risks Relating to the Retail Energy Industry

We operate in a highly competitive market, and our customers may switch to another Energy Retailer.

A number of Energy Retailers compete with the Company in the residential and commercial markets. It is possible that the existing competition and additional new entrants may compete directly for the customer base that the Company targets, slowing growth or reducing its market share. It is also possible that new entrants may be better capitalized, or their existing customer bases will provide them with a competitive advantage over the Company. Changes in customer behaviour, government regulation or increased competition may affect (potentially adversely) growth, attrition and retention rates in the future, and these changes could adversely impact the future cash flow or margins of the Company.

Our revenues and results from operations may fluctuate on a seasonal and quarterly basis as a result of our high concentration of residential customers.

The Company's revenues and results of operations may fluctuate significantly on a seasonal basis depending on the demand for electricity and natural gas. Generally, demand for electricity peaks in winter and summer months while demand for natural gas peaks in the winter months for residential customers. The impact may be exaggerated as a result of extreme weather conditions, resulting in variances in forecasted electricity and natural gas consumption. Depending on prevailing market prices for electricity and natural gas, these and other unexpected circumstances may reduce our revenues and results of operations. Fluctuations in our revenues and results from operations will directly affect the amount of cash available to the Trust for distribution to Unitholders. Distributions may be reduced, or even eliminated, at times where revenues and results from operations are not sufficient to support a distribution.

Customers may not widely accept Energy Retailers as their energy supplier.

The Company believes that its profitability and growth will depend upon the broad acceptance of Energy Retailers in the United States. There can be no assurance that customers will widely accept Energy Retailers as their energy supplier. The acceptance of our products may be adversely affected by our ability to offer a competitive value proposition, concerns relating to product reliability, general resistance to change, and price of alternative methods of supply (e.g. residential and commercial solar programs). Unfavourable publicity involving customer experiences with other Energy Retailers could also adversely affect its acceptance. Market acceptance could also be affected by regulatory and legal developments. The failure of Energy Retailers to achieve deep market penetration may have a material adverse effect on the Company's business, financial condition and results of operations.

The Company is required to be licenced by the PUCs in each state in which we operate, and the denial of a new licence or revocation of an existing licence may impact the Company's financial results.

In each state in which we operate, the Company is required to be licenced by the relevant state PUC. The Company's expansion strategy is dependent on continuing to be licenced in existing markets and receiving approval for additional licences in new and existing markets. If the Company is denied a licence, has a licence revoked or is not granted renewal of a licence, the Company's financial results may be negatively impacted.

The utility service rate may not reflect actual wholesale energy market conditions, which may make the Company's value proposition for customers less competitive.

The Company considers the utility service rate in each state to be the competitive benchmark for our products. The utility service rate in each state is regulated by the state's public utility commission. In many of the states in which the Company operates, the utility service rate charged to customers is set yearly, quarterly, or monthly by the utility and is based on the price paid by the utility to procure electricity or natural gas for that period of time, which may have occurred over a period of up to three years. As a result, the service rate does not necessarily reflect actual market conditions, which may create circumstances where the Company is unable to offer a competitive value proposition to the customer and, as a result, may increase customer attrition and negatively impact the Company's financial performance.

Increases in state renewable portfolio standards and a reduction in available production tax credits may adversely impact the price, availability and marketability of our renewable energy products.

We are required to purchase RECs for our electricity products. We purchase RECs to comply with state regulatory requirements under the state's renewable portfolio standards, if applicable. In addition, we purchase RECs to satisfy our voluntary requirements under the terms of our contracts with our customers, if applicable. Pursuant to state renewable portfolio standards, we must purchase a specified amount of RECs based on the amount of electricity sold by the Company in the state in a year. In addition, we have contracts with certain customers which require us to purchase voluntary RECs based on electricity volumes sold.

If a state increases its renewable portfolio standards, the demand for RECs within that state will increase, and, therefore, the market price for RECs will increase. While we attempt to forecast the price for the required RECs at the end of each month and incorporate this forecast into our customer pricing models, the price paid for RECs may be higher than forecasted. Despite our attempt to pass the higher cost of RECs onto our customers, unexpected increases in the price of RECs may

decrease our results of operations and affect our ability to compete with other Energy Retailers that have not contracted with customers to purchase voluntary RECs. Further, a price increase for RECs may require the Company to decrease the renewable portion of its energy products, which may result in a loss of customers and possibly some independent contractors representing the Viridian Energy brand.

A reduction in benefits received by LDCs from production tax credits in respect of renewable energy may adversely impact the availability to the Company, and marketability by the Company, of renewable energy under its brands. Accordingly, such decrease may result in reduced revenue for the Company.

Risks Relating to the Operations of the Company

The Company and its predecessors have limited historical data that can be utilized to assess the performance of the Company.

The Company was incorporated in August 2012 and acquired Regional Energy and Public Power in September 2012. Each of Regional Energy and Public Power has a limited operating history from which investors can evaluate its business and prospects. Regional Energy commenced marketing to customers in July 2009 and Public Power & Utility, a predecessor to Public Power, began operations in December 2008.

The Company's prospects must be considered in light of the risks and uncertainties encountered by an early stage company, and in rapidly evolving markets, such as the retail electricity and natural gas markets and distributed generation industry. Some of these risks relate to the Company's potential inability to: effectively manage its business and operations; recruit and retain key personnel; successfully maintain a low-cost structure as it expands the scale of its business; manage rapid growth in personnel and operations; develop new products that complement its existing business; and successfully address the other risks it faces, as described throughout this Annual Information Form.

If the Company cannot successfully address these risks, its business, future operations and financial condition may be materially adversely affected.

The Company's management may not successfully manage the Company's growth.

The Company's success will depend on its ability to expand and manage its growth. The Company's growth and expansion has resulted in, and may continue to result in, new and increased responsibilities for management and additional demands on management, operating and financial systems and resources. The Company's ability to continue to expand is dependent upon factors such as its ability to: hire and train new staff, managerial personnel and independent contractors; expand the Company's infrastructure; and adapt or amend the Company's structure to comply with present and future legal and regulatory requirements. Any failure or inability to successfully implement these and other factors may have a material adverse effect on the Company's business, financial condition or results of operations. There can be no assurance that the Company will be able to successfully integrate, manage or retain the customer accounts it acquires. If management is unable to successfully implement its growth strategy or manage its growth effectively, the Company's business, financial condition or results of operations could be materially adversely affected.

Historical performance of the Company's operations may not be indicative of its future performance.

The Company's historical growth rate may not be indicative of its future growth rate. Accordingly, there can be no assurance that the Company's future customer acquisition rate will be consistent with its historical performance. Furthermore, the Company's current results of operations may not be indicative of future performance. The Company's performance may change as the result of several factors including, but not limited to, wholesale market conditions and competitive considerations.

Our business is dependent on information systems to support business operations, and any failures or disruptions in our information systems could have a material adverse effect on our results of operations.

The Company is dependent on third party information systems to track, monitor and correct or otherwise verify a high volume of data to ensure the accuracy of our sales, financial, accounting and other data. The Company has arrangements with various third parties to provide support for its electronic data interchange services, billing services and various marketing

channels. Management also relies on information systems to provide the Company's independent contractors with updated marketing and compensation information and record each customer interaction. Our business and results of operations could be materially adversely affected if any of our information systems fail or have other significant shortcomings. We may also be subject to disruptions of our informational systems arising from events that are wholly or partially beyond our control (such as natural disasters, acts of terrorism, epidemics, computer viruses and telecommunications outages). Third party systems on which we rely could also suffer disruptions. Any failure of the information systems on which we rely, or our failure to maintain and upgrade our information systems could have a material adverse effect on our business and results of operations.

In the future, it may no longer be feasible for the Company to continue to grow through strategic acquisition opportunities.

The Company's acquisition strategy is dependent on the Company's ability to identify suitable acquisition opportunities. We face competition for acquisitions primarily from other Energy Retailers, many of which are substantially larger and have considerably greater financial, technical and marketing resources than are available to us. Some of these competitors may also have higher risk tolerances or different risk assessments, which could allow them to consider a wider variety of acquisitions. The ability to consummate acquisitions will be dependent on capital being available at an acceptable cost.

As a result of competitive pressures, we may not be able to identify and make acquisitions that are consistent with our objectives or that generate attractive returns to our Unitholders. We may lose acquisition opportunities in the future if we do not match prices, structures and terms offered by competitors, or if we are unable to access sources of capital at attractive rates. Alternatively, we may experience decreased rates of return and increased risks of loss if we match prices, structures and terms offered by competitors. Although management believes there is significant opportunity for strategic acquisitions as a result of fragmentation and consolidation in the current retail energy market, there is no assurance that acquisition opportunities will continue to exist in the future, which could have a material adverse effect on our business, financial condition and results of operations.

Our expansion strategy involves numerous risks that could impact our viability and harm our business.

The Company plans to grow its business by expansion in new and existing deregulated markets through organic growth and acquisitions. The Company's expansion strategy involves numerous risks, which could harm the Company's business and results of operations, including: difficulties in integrating, supporting and transitioning customers' accounts; difficulties in realizing value from the expansion of new and existing products and marketing channels; assets of the target company may exceed the value the Company realizes, or the value it could have realized if it had allocated the purchase price or other resources to another opportunity; risks of entering new markets or customer segments in which the Company has limited or no experience or are outside its core competencies; and inability to generate sufficient revenue to offset acquisition or expansion costs.

The Company may require additional financing should an appropriate acquisition be identified, and it may not have access to the funding required for the expansion of its business or such funding may not be available to the Company on acceptable terms. Future acquisitions or expansion could result in the incurrence of additional debt and related interest expense, as well as unforeseen liabilities, all of which could have a material adverse effect on business, results of operations and financial condition. The failure to successfully evaluate and execute acquisitions or otherwise adequately address the risks associated with acquisitions could have a material adverse effect on the Company's business, results of operations and financial condition. There can be no assurance that the Company will determine to pursue any acquisition or that such an opportunity, if pursued, will be successful.

The Company's success depends upon the continued involvement of its senior management.

The Company's success depends upon the continued involvement of its management, who are in charge of the Company's strategic planning and operations. The loss to the Company of its senior management could have a material adverse impact on the operations of the Company. The Company may need to attract and retain additional talented individuals in order to carry out its business objectives. The competition for such persons could be intense, and the Company may be unable to recruit the people it needs.

The Company is required to incur increased costs as a result of complying with the reporting requirements, rules and regulations affecting public issuers.

As a public issuer, the Trust is subject to the reporting requirements and rules and regulations under the applicable Canadian securities laws and rules of any stock exchange on which the Trust's securities may be listed from time to time. Additional or new regulatory requirements may be adopted in the future. The requirements of existing and potential future rules and regulations serve to increase our legal, accounting and financial compliance costs, make some activities more difficult, time-consuming or costly and may also place undue strain on our personnel, systems and resources, which could adversely affect our business and financial condition.

The Trust and its subsidiaries are subject to reporting and other obligations under applicable Canadian securities laws and TSX rules, including NI 52-109. NI 52-109 requires annual management assessment of the effectiveness of the Trust's internal controls over financial reporting. Effective internal controls, including financial reporting and disclosure controls and procedures, are necessary for the Trust to provide reliable financial reports, to effectively reduce the risk of fraud and to operate successfully as a public company. These reporting and other obligations place significant demands on the Trust as well as on the Company's management, administrative, operational and accounting resources.

Failure to maintain internal controls could have an adverse effect on the trading price of the Units or otherwise seriously harm our business.

The Crius Group anticipates that it will need to continue to upgrade its systems, implement additional financial and management controls, reporting systems and procedures and hire additional accounting and finance staff. If the Crius Group is unable to accomplish these objectives in a timely and effective fashion, the Trust's ability to comply with its financial reporting requirements and other rules that apply to reporting issuers could be impaired. Moreover, any failure to maintain effective internal controls, including a failure to implement new or improved controls in response to identified material weaknesses in the Company's system of internal controls, could cause the Trust to fail to meet its reporting obligations or result in material misstatements in its financial statements. If the Trust cannot provide reliable financial reports or prevent fraud, its reputation and operating results could be materially harmed, which could also cause investors to lose confidence in its reported financial information, which could result in a lower trading price of the Units.

If we are unable to maintain relationships with our exclusive marketing partners, our revenues may decline.

Our exclusive marketing partners represent an important channel for marketing and selling our products in many states. Our ability to increase revenues in the future will depend significantly on our ability to maintain our existing contractual relationships with our exclusive marketing partners and to sell more energy products through existing exclusive marketing partners. There can be no assurance that we will be successful in maintaining our existing contractual relationships with our exclusive marketing partners. Our exclusive marketing partners have in the past negotiated arrangements that are short-term and terminable on relatively short notice without penalty. In addition, our exclusive marketing partners may, in the future, negotiate arrangements that are short-term and subject to renewal, non-exclusive and/or terminable at the option of the partner on relatively short notice without penalty. Exclusive marketing partners that have not provided a long-term commitment or guarantee of exclusivity, or that have the ability to terminate on short notice, may exercise this flexibility to end their relationship with us or to negotiate from time to time more preferential financial and other terms than originally contracted for. We cannot ensure that such negotiations will not have a material adverse effect on our financial condition or results of operations.

Further, if our products do not generate sufficient revenue for our exclusive marketing partners, we may lose our exclusive marketing partners. The loss of any one or more of our exclusive marketing partners could have a material adverse effect on our business, revenues, results of operations and financial condition. There can also be no assurance that we will be able to establish relationships with new exclusive marketing partners, which represents an important part of the Company's overall growth strategy.

Marketing partner launches are dependent on the resources available at that time. Marketing partners may be selling other non-energy products which may impact the availability of resources that the marketing partner can leverage to distribute our energy products or delay the launch of our energy products. This may impact the performance of the marketing partner.

We are subject to reputational and regulatory risks that may arise from the actions of our exclusive marketing partners, their employees or their independent contractors that are wholly or partially beyond our control, such as negative publicity, bankruptcy or insolvency proceedings or regulatory issues or sanctions faced by our exclusive marketing partners.

The residual commissions paid to independent contractors and exclusive marketing partners could adversely affect the Company's operating margins and financial performance, particularly if our costs rise and we do not adjust our pricing strategy.

Some of our independent contractors and exclusive marketing partners earn ongoing residual commissions. Residual commissions are calculated based on a fixed percentage of revenues attributable to a customer's energy consumption, without regard to the Company's wholesale supply costs. Should the Company's supply costs rise, our operating margins and results of operations could be adversely affected if the Company does not appropriately adjust its pricing strategy to reflect cost increases.

If the Company is unable to maintain relationships with certain independent contractors in our network marketing channel, we may lose customers and other independent contractors, resulting in adverse financial consequences to the Company.

Our network marketing channel relies on independent contractors to market and sell our products. Within the network marketing channel, independent contractors create networks, referred to as a marketing organization, encompassing both independent contractors and customers. The Company has identified several key independent contractors who have large marketing organizations, which represent a significant portion of the Company's network marketing business. If the Company is unable to retain our key independent contractors, we may lose a significant number of customers and independent contractors, which could result in adverse financial consequences to the Company.

Our marketing channels may be contingent upon the viability of our independent sales contractors, telemarketing, door-to-door and outsourcing arrangements.

Our independent contractors are essential to our telemarketing, door-to-door and network marketing sales activities. Our ability to increase revenues in the future will depend significantly on the services of our independent contractors. If the Company is unable to attract new independent contractors and retain existing independent contractors, the Company's growth may be materially reduced. There can be no assurance that competitive conditions will allow these independent contractors, who are not employees of the Company, to continue to successfully sign up new customers or independent contractors. Further, if our products are not attractive to, or do not generate sufficient revenue for, our independent contractors, we may lose our existing relationships, which would have a material adverse effect on our business, revenues, results of operations and financial condition. In addition, the decline in landlines reduces the number of potential customers that may be reached by our independent telemarketers, and as a result our telemarketing sales channel may become less viable, which may materially impact our business and results of operations.

Our independent contractors may expose us to risks.

We are subject to reputational risks that may arise from the actions of our independent contractors that are wholly or partially beyond our control, such as violations of our marketing policies and procedures as well as any failure to comply with applicable laws and regulations. If our independent contractors engage in marketing practices that are not in compliance with local laws and regulations, we may be in breach of applicable laws and regulations which may result in regulatory proceeding or the revocation of our Energy Retailer licence, which would materially impact our results of operations.

Changes to the Code regarding the employment status of independent contractors or a successful challenge by the IRS regarding the employment status of our independent contractors could result in adverse financial consequences to the Company.

Our independent contractors are essential to our marketing channels and sales. Independent contractors are not considered employees under the Code. The Company monitors and complies with regulations in the Code regarding the tax status of independent contractors. If the Code was amended in a way that altered the employment status of independent contractors, or if the Company was successfully challenged by the IRS or its independent contractors regarding the employment status of our independent contractors, our independent contractors could be considered employees of the Company. This could result in adverse financial consequences to the Company.

Our failure to establish and maintain Associate and sales leader relationships for any reason could negatively impact sales of our products and harm our financial condition and operating results.

We distribute our products exclusively to and through Associates, and we depend upon them directly for certain channel sales. Our Associates, including our sales leaders, may voluntarily terminate their Associates agreements with us at any time. To increase our revenue in certain channels, we must increase the number of, or the productivity of, our Associates. Accordingly, our success depends in significant part upon our ability to recruit, retain and motivate a large base of Associates. The loss of a significant number of Associates for any reason could negatively impact sales of our products and could impair our ability to attract new Associates. In our efforts to attract and retain Associates, we compete with other network marketing organizations. Our operating results in certain channels could be harmed if our existing and new business opportunities and products do not generate sufficient interest to retain existing Associates and attract new Associates. Our Associate organization could experience a high turnover rate, which is a common characteristic found in the direct selling industry.

Because we cannot exert the same level of influence or control over our Associates as we could if they were they our own employees, our Associates could fail to comply with applicable law or our Associate policies and procedures, which could result in claims against us that could harm our financial condition and operating results.

Our Associates in our direct marketing channel are independent contractors and, accordingly, we are not in a position to directly provide the same direction, motivation and oversight as we would if Associates were our own employees. As a result, there can be no assurance that our Associates will participate in our marketing strategies or plans, accept our introduction of new products, or comply with our Associates policies and procedures. Extensive federal, state and local laws regulate our business, products and network marketing program. While we have implemented Associate policies and procedures designed to govern Associate conduct and to protect the goodwill associated with Viridian trademarks and tradenames, it can be difficult to enforce these policies and procedures because of the large number of Associates and their independent status. Violations by our Associates of applicable law or of our policies and procedures in dealing with customers could reflect negatively on our products and operations and harm our business reputation. In addition, it is possible that a court could hold us civilly or criminally accountable based on vicarious liability because of the actions of our Associates.

Adverse publicity associated with our products or network marketing program, or those of similar companies, could harm our financial condition and operating results.

The size of our distribution force and the results of our operations may be significantly affected by the public's perception of the Company and similar companies. This perception is dependent upon opinions concerning our Associates, our network marketing program, and the direct selling business generally. Adverse publicity concerning any actual or purported failure of our Company or our Associates to comply with applicable laws and regulations regarding product claims and advertising, the regulation of our network marketing program, or other aspects of our business, whether or not resulting in enforcement actions or the imposition of penalties, could have an adverse effect on the goodwill of our Company and could negatively affect our ability to attract, motivate and retain Associates, which would negatively impact our ability to generate revenue. We cannot ensure that all of our Associates will comply with applicable legal requirements relating to the advertising, labeling, licensing or distribution of our products. In addition, our Associates' and consumers' perception of our products as well as similar products distributed by other companies can be significantly influenced by media attention and other publicity concerning our products or products distributed by other companies. Adverse publicity, whether or not accurate, could lead to lawsuits or other legal challenges and could negatively impact our reputation, the market demand for our products, or our general business. From time to time we receive inquiries from government agencies and third parties requesting information concerning our products. We fully cooperate with these inquiries and we are confident in our compliance with regulations. However, there can be no assurance that regulators in our markets will not take actions that might delay or prevent the introduction of new products, or require the reformulation or the temporary or permanent withdrawal of certain of our existing products from their markets. Adverse publicity relating to us, our products or our operations, including our network marketing program or the attractiveness or viability of the financial opportunities provided thereby, could have a negative effect on our ability to attract, motivate and retain Associates, and it could also affect our financial condition and operating results.

Our network marketing program could be found to be not in compliance with current or newly adopted laws or regulations in one or more markets, which could prevent us from conducting our business in these markets and harm our financial condition and operating results.

Our network marketing program is subject to a number of federal and state regulations administered by the U.S. Federal Trade Commission and various federal and state agencies in the United States. We are subject to the risk that, in one or more markets, our network marketing program could be found not to be in compliance with applicable law or regulations. Regulations applicable to network marketing organizations generally are directed at preventing fraudulent or deceptive schemes, often referred to as "pyramid" or "chain sales" schemes, by ensuring that product sales ultimately are made to consumers and that advancement within an organization is based on sales of the organization's products rather than investments in the organization or other non-retail sales-related criteria. The regulatory requirements concerning network marketing programs do not include "bright line" rules and are inherently fact-based and, thus, we are subject to the risk that these laws or regulations or the enforcement or interpretation of these laws and regulations by governmental agencies or courts can change. The ambiguity surrounding these laws can also affect the public perception of the Company. The failure of our network marketing program to comply with current or newly adopted regulations could negatively impact our business in a particular market or in general and may adversely affect our financial condition and operating results. We are also subject to the risk of private party challenges to the legality of our network marketing program. Some network marketing programs of other companies have been successfully challenged in the past, while other challenges to network marketing programs of other companies have been defeated. Adverse judicial determinations with respect to our network marketing program, or in proceedings not involving us directly but which challenge the legality of network marketing systems, in any other market in which we operate, could negatively impact our business.

Capital investment requirements may affect the distributions available to Unitholders.

The timing and amount of capital expenditures incurred by the Company or by its subsidiaries will directly affect the amount of cash available to the Trust for distributions to Unitholders. Distributions may be reduced, or even eliminated, at times when capital expenditures are incurred or other unusual expenditures are made.

The pricing of our solar energy products currently depends on the availability of rebates, tax credits and other financial incentives. The expiration, elimination or reduction of these rebates, credits and incentives would adversely impact our business.

U.S. federal, state and local government bodies provide incentives to end users, distributors, system integrators and manufacturers of solar energy systems to promote solar electricity in the form of rebates, tax credits and other financial incentives such as system performance payments and payments for renewable energy credits associated with renewable energy generation. We rely on these governmental rebates, tax credits and other financial incentives to lower the cost of our solar energy products. However, these incentives may expire on a particular date, end when the allocated funding is exhausted, or be reduced or terminated as solar energy adoption rates increase. These reductions or terminations often occur without warning. Reductions in, or eliminations or expirations of, governmental incentives could adversely impact the results of operations of our solar energy suppliers and increase their cost of capital, causing an increase in the prices of our solar energy products.

We face competition from renewable energy companies.

The solar energy and renewable energy industries are both highly competitive and continually evolving as participants strive to distinguish themselves within their markets and compete with large utilities. We expect to face competition as we introduce new renewable energy products. As the solar industry grows and evolves, we will also face new competitors who are not currently in the markets in which we operate. Our failure to adapt to changing market conditions and to compete successfully with existing or new competitors will limit our growth and will have a material adverse effect on our business and prospects.

Our business benefits from the declining cost of solar panels, and our financial results would be harmed if this trend reversed or did not continue.

The declining cost of solar panels and the raw materials necessary to manufacture them has been a key driver in the pricing of our solar energy products. If solar panel and raw materials prices increase or do not continue to decline, the growth of our solar energy suppliers could slow and could increase the cost of our solar energy products. In addition, in the past our solar energy suppliers have purchased a significant portion of the solar panels used in their solar energy systems from manufacturers based in China, some of whom benefit from favourable foreign regulatory regimes and governmental support, including subsidies. If this support were to decrease or be eliminated, or if tariffs imposed by the United States government were to increase the prices of these solar panels, our ability to purchase our solar suppliers' solar energy products on competitive terms could be restricted. In addition, the United States government has imposed tariffs on solar cells manufactured in China. These tariffs will increase the price of solar panels containing these Chinese manufactured cells, which may harm our financial results in the event that our solar energy suppliers purchase such panels.

Our revenue model for solar energy sales relies on the current federal and state rebates and incentives that are in place and could be harmed if these incentives and rebates were reduced or removed.

The revenue model for solar energy financing companies is based on several factors including the existence of local and/or federal incentives and rebates. Without certain federal and local incentives in the markets we service, the economics for solar fulfillment companies may fundamentally change and solar fulfillment companies, including Sungevity and SolarCity, will not be able to provide either the necessary customer value or maintain our origination fees in order for us to continue operating our solar business at acceptable margins.

We may be unsuccessful in establishing operations in Australia and we may lose money trying to enter the Australian market.

The Company is expanding business operations into the electricity, natural gas and solar electricity markets in Australia through a joint venture. This initiative may be more costly than currently anticipated by management, and will involve a substantial commitment on the part of management and risk on the part of the Company to operate a business that is geographically remote from the corporate headquarters of the Company. We anticipate that expanding business operations into Australia will involve, among other things, (i) regulatory risk relating to energy and network marketing, (ii) commodity risk, (iii) credit risk, (iv) financial risk relating to energy procurement and sales/marketing, and (v) foreign currency exchange rate risk relating to the value of the United States dollar to the Australian dollar. As a result, the Company may be unsuccessful in establishing operations in Australia and we may lose money trying to enter the Australian market.

Risks Relating to the Legal and Regulatory Environment

If energy deregulation is reversed or discontinued, the Company's prospects and financial condition could be materially adversely affected.

In some retail energy markets, state legislators, government agencies and other interested parties, have made proposals to change the use of market-based pricing, re-regulate areas of these markets that have previously been competitive, or permit electricity delivery companies to construct or acquire generating facilities. Although the Company generally expects retail electricity and natural gas markets to continue to be competitive, other proposals to re-regulate this industry may be made, and legislative or other actions affecting the electricity and natural gas restructuring process may cause the process to be delayed, discontinued or reversed in states in which the Company currently operates or may in the future operate. If such a change were to be enacted by a regulatory body, the Company may lose customers, incur higher costs to serve, find it more difficult to acquire new customers and face similar regulatory changes in other states.

The Company operates in a regulated industry and is exposed to legislative and regulatory risks that could harm the Company's interests.

The Company currently operates in the regulated electricity and natural gas retail sales sectors. The Company must comply with the legislation and regulations in these jurisdictions in order to maintain its licenced status to continue its operations and to expand to new markets and/or products. Regulatory compliance affects how quickly we can expand organically or through acquisitions. Compliance is costly and we may be prohibited from expanding or operating if we fail to comply with regulations. There is potential for changes to the legislation and regulatory requirements that may unfavourably impact the

Company's business model. As part of doing business through the Company's various marketing channels, the Company receives complaints from customers. The failure of the Company to successfully resolve complaints could result in sanctions by the state public utility commission, such as a loss of a licence, which would have a material adverse effect on the Company. Increased fragmentation of the retail energy industry, resulting in a greater number of Energy Retail providers operating in the same jurisdictions as the Company, may result in more customer complaints and heightened customer protection legislation. Similarly, changes to customer protection regulation in the states where the Company markets to non-commercial customers may unfavourably impact the Company's business model. There can be no assurance that future decisions of federal and state regulatory bodies of the United States having jurisdiction over the Company's business activities, or rules enacted by them, or new legislation or regulations or changes to existing legislation or regulations, will not adversely affect the operations or cash flow of the Company. There can be no assurance that future decisions of the regulatory bodies having jurisdiction over the Company's business activities, or rules enacted by them, or new legislation or regulations or changes to existing legislation or regulations, including any change in regulatory policy, rules, legislation or regulations which would impact the Company's ability to renew customer contracts on the expiration of their term, will not adversely affect the results of operations or cash flow of the Company.

The Company's telemarketing channel may be eliminated or rendered unfeasible by state or federal legislation or regulation or by increased participation on "do not call" lists.

Some jurisdictions in which the Company operates have implemented "do not call" lists through industry organizations or legislation, including the National Do Not Call Registry implemented by the U.S. Federal Trade Commission, which restricts telemarketers from initiating contact with participating consumers. The "do not call" lists and other United States federal and state legislation and regulation restrict the Company's ability to initiate contact with customers through our telemarketing channel, which is currently operated by third party companies and their agents. In the event that telemarketing becomes unprofitable for third party companies or their agents, they may cease to provide telemarketing services altogether. As a result, the Company's ability to initiate contact with potential customers through the telemarketing channel may be reduced, eliminated or rendered unfeasible in the future.

The Company may also face heavy penalties, PUC license revocation and lawsuits in that event of a violation of United States federal and state legislation and regulation relating to telemarketing.

The Company is subject to extensive local, state and federal regulation, including the Dodd-Frank Act, and is regulated by FERC.

We are subject to regulation by federal, state, and local regulatory authorities and are exposed to public policy decisions that may negatively impact the Company's earnings. Further, there are customer advocates and other parties that may intervene in regulatory proceedings and affect regulatory outcomes. In general, increasing regulation could affect the rates we charge to customers, our costs, and our profitability. Any additional expenses or capital incurred by the Company, as it relates to complying with increasing regulation, could adversely impact the Company's financial position.

In particular, the Company is subject to regulation by FERC and the NERC. FERC regulates transportation of natural gas by interstate pipelines. Such regulation affects the Company's access to natural gas supplies. As to the wholesale electricity sector, FERC has issued regulations that require wholesale electric transmission services to be offered on an open-access, non-discriminatory basis. Although these regulations are designed to encourage competition in wholesale market transactions for electricity, there is potential that fair and equal access to transmission systems will not be available or that transmission capacity will not be available in the amounts the Company requires. The Company cannot predict the timing of industry changes as a result of these initiatives, the adequacy of transmission facilities in specific markets, or whether ISOs and RTOs in applicable markets will efficiently operate transmission networks and provide related services.

FERC also regulates the sale of wholesale electricity by requiring companies who sell in the wholesale market to obtain a market-based rates authority license. If the Company did not receive a market-based rates authority license or its license was revoked, it may adversely impact operations.

We are also subject to mandatory reliability standards enacted by the NERC and enforced by FERC. Compliance with the mandatory reliability standards may subject us to higher operating costs and may result in increased capital expenditures. If we are found to be in noncompliance with the mandatory reliability standards, we could be subject to sanctions, including substantial monetary penalties.

In addition, the Dodd-Frank Act provides a regulatory regime for derivatives addressing collateral requirements, exchange margin cash postings, and other aspects of derivative transactions, and generally requires swaps to be cleared. However, the Company may qualify for the commercial end-user exception to clearing, which would allow it to continue to enter into swaps in the over-the-counter market. Even if the Company qualifies for the commercial end-use exception, the Company will have increased costs related to compliance under the Dodd-Frank Act, and the Dodd-Frank Act may affect the market for swaps generally, including increased costs passed through to the Company from swap providers.

Further, federal and/or state regulatory approval may be necessary for us to complete future acquisitions. As part of the regulatory approval process, governmental entities may impose terms and conditions on the transaction or our business that are unfavourable or add significant additional costs to our future operations. The regulatory and legislative process may restrict our ability to grow earnings in certain parts of our business, cause delays in or affect business planning and transactions and increase the Company's costs.

The Company's energy procurement from ISOs and RTOs is based on load forecasting. Positive differences may arise between day-ahead purchases and customers' real-time load, which under ISO and RTO tariffs are sold in the real-time energy market. If such positive differences arise, the sales may be deemed wholesale sales of energy subject to the jurisdiction of FERC.

The Company's subsidiaries may purchase energy from ISOs and RTOs in the service area of the subsidiary's retail load to meet our contractual obligations with our retail customers. These subsidiaries schedule the purchases of energy in the day-ahead market based on load forecasting. Because forecasting is not precise, the day-ahead market purchases may differ from the real-time load. When a subsidiary's day-ahead market purchases exceed the actual real-time load, the subsidiary's sales of excess energy back to the ISO or RTO in real time may be considered wholesale sales of energy subject to the jurisdiction of FERC.

If a Company subsidiary's purchases in the day-ahead markets exceed the actual real-time load, the subsidiary may be deemed to be an energy wholesaler under the jurisdiction of FERC, and under FERC regulations would be required to obtain market-based rates authority to authorize such wholesale sales. If a subsidiary does not have such authority during any period when such net sales were made, the subsidiary may be subject to refund liability.

The Company is exposed to the risk of current, pending and future legal proceedings that could harm the Company's interests.

The Company is a party to several legal proceedings, and may in the future be subject to class actions, other litigation and other actions, including those arising in relation to its customer contracts and marketing practices. This litigation is, and any such additional litigation could be, time consuming and expensive and could distract our management team from the conduct of our business. The adverse resolution or reputational damage of any specific lawsuit could have a material adverse effect on our ability to favourably resolve other lawsuits and on the Company's financial condition and liquidity.

If the Trust fails to comply with the requirements under the U.S. Securities Act to qualify as a "foreign private issuer" then it may no longer be exempt from certain disclosure obligations applicable to United States domestic public companies.

The Trust intends to comply with the requirements under the U.S. Securities Act to qualify as a "foreign private issuer" (as defined in the U.S. Securities Act). Those requirements generally prohibit more than 50% of the outstanding Units from being directly or indirectly owned of record by residents of the United States. The Trust, as "foreign private issuer", has disclosure obligations that are different from those of U.S. domestic reporting companies. If the Trust fails to comply with the requirements under the U.S. Securities Act to qualify as a "foreign private issuer", including if more than 50% of the outstanding Units are directly or indirectly owned of record by residents of the United States, then it may no longer be exempt from those provisions applicable to United States domestic public companies.

Risks Relating to the Business and Operations of the Trust and the Trust Subsidiaries

Regional Energy Members and Public Power Members may not have interests that are aligned with the Unitholders.

The Trust indirectly controls the Company as a result of US Holdco's ability to appoint a majority of the directors of the Company pursuant to the Company LLC Agreement. Although, pursuant to the Company LLC Agreement, the Company's board of directors generally has the power and authority over the Company's business and operations, certain fundamental transactions will require approval by an Act of the Members, notably a merger or consolidation of the Company with another entity and certain amendments to the Company LLC Agreement. As long as the Regional Energy Members and Public Power Members, in the aggregate, own 20% or more of the outstanding Membership Units, they could prevent the Company from undertaking such transactions that require approval by an Act of the Members. Depending on the circumstances, the interests of the Regional Energy Members and the Public Power Members may not be aligned with those of the Unitholders and, as a result, the Regional Energy Members and Public Power Members may in certain circumstances be able to prevent the Company from undertaking transactions that might otherwise be beneficial to the Unitholders.

Certain provisions of the Company LLC Agreement may inhibit change of control transactions of the Trust, may result in higher or lower consideration being paid for the Trust Units than the Membership Units, or may require an offer to be made to owners of Membership Units of the Company when there are no payments being made to the Unitholders.

The Company LLC Agreement requires the Company or US Holdco to make an offer to purchase the outstanding Membership Units held by persons other than US Holdco, at a price equal to the Change of Control Purchase Price, if a Trust Change of Control occurs. See *"Description of the Company — Company LLC Agreement — Offer to Purchase Membership Units Upon Trust Change of Control"*. The Change of Control Purchase Price for the Membership Units is not determined by reference to the price at which the Units are trading from time to time, or at which any offer might be made for Units. Accordingly, it may be more or less than those amounts. If the Change of Control Purchase Price for the Membership Units is higher than the price that a potential acquirer is prepared to pay for the Units, it could discourage potential acquirers from making a takeover bid for the Units or make it difficult for any bid to be completed. In addition, since a Trust Change of Control requires an offer to be made on the first day on which a majority of the members of the board of directors of the Administrators are not Continuing Directors (as that term is defined in the Company LLC Agreement), it could discourage Unitholders or others from initiating a proxy battle to replace all or a portion of the Administrator Directors. As a result, this requirement could potentially have an adverse impact on the trading price of the Units or the ability to replace the Administrator Directors. Canadian securities regulatory authorities may also consider the payment on a Trust Change of Control to be non-identical consideration for the purpose of applicable takeover bid rules, in which case they could intervene in the public interest to prevent the Trust Change of Control or the offer being made or completed (either on application by an interested party, staff or a Canadian securities regulatory authority). Similarly, Canadian securities regulatory authorities may consider the repurchase of Membership Units by the Company pursuant to a Trust Change of Control following the replacement of all or a portion of the Administrator Directors to be a formal issuer bid that is made only to holders of Membership Units other than US Holdco, in which case they could intervene in the public interest to prevent the repurchase of such securities (either on application by an interested party or the staff of a Canadian securities regulatory authority). The Company, US Holdco and the holders of Membership Units, other than US Holdco, have filed undertakings, Non-Issuer Forms of Submission to Jurisdiction and Appointment of Agent for Service of Process, and the Company LLC Agreement provides and ensures that Canadian securities regulatory authorities have the requisite authority to cease, halt or rescind any purchase of Membership Units by the Company, or sale of Membership Units by the holders of Membership Units, other than US Holdco, following a Trust Change of Control, Company Change of Control or Liquidity Offer should they determine it appropriate to intervene in the public interest.

Certain provisions of the Company LLC Agreement may require the Company to repurchase Membership Units at a price that may be uneconomic, or to use cash resources that could be used for other, more accretive transactions.

Commencing in the 2019 fiscal year, the Company is required, within the first 90 days of each fiscal year of the Company, to make a Liquidity Offer to purchase the maximum number of Membership Units from the Regional Energy Members and Public Power Members that may be purchased out of Excess Cash, at a price per Membership Unit equal to the Liquidity Offer Purchase Price. The Liquidity Offer Purchase Price is based on a multiple of the Company's Consolidated Cash Flow (as defined in the Company LLC Agreement), and may differ from and could potentially exceed the fair market value of such Membership Units at the relevant time. In addition, this use of the Company's cash resources may not be as attractive or

accretive to Unitholders as other potential uses by the Company, such as to fund future acquisitions or otherwise expand the Company's business.

The value of the Canadian dollar against the U.S. dollar will affect the Trust's results and distributions.

All of the assets of the Company are located in the United States. The Company's revenues are also received in U.S. dollars. US Holdco will receive distributions from the Company in U.S. dollars and the Trust pays distributions to Unitholders in Canadian dollars. The Trust also raises funds primarily in Canada from the sale of Units in Canadian dollars and invests, indirectly through the Company using U.S. dollars, in assets located in the United States. Thus, when the Canadian dollar increases in value against the U.S. dollar, the Trust's indirect investments in assets located in the United States will be less expensive; however, distributions received by the Trust directly or indirectly from the Company will also be reduced. When the Canadian dollar decreases in value against the U.S. dollar, the Trust's indirect investments in assets located in the United States will be more expensive; however, distributions received by the Trust directly or indirectly from the Company will increase.

The Trust is dependent upon the Company's operations and assets.

The Trust is a limited purpose trust and is entirely dependent upon the operations and assets of the Company through the Trust's indirect ownership of the Company Interest. Accordingly, the Trust's ability to pay distributions to Unitholders is dependent upon the ability of the Company to make distributions on its Membership Units. The Company's income is derived from the sale of electricity and natural gas and is susceptible to the risks and uncertainties associated with the energy industry generally, and the retail energy industry specifically, in the United States.

The ability of the Trust to make cash distributions, and the actual amount distributed, is entirely dependent on the operations and assets of the Company.

There can be no assurance regarding the amounts of income to be generated by the Company's business or ultimately distributed to the Trust. The ability of the Trust to make cash distributions, and the actual amount distributed, is entirely dependent on the operations and assets of the Company, and is subject to various factors including the Company's financial performance, its obligations under applicable credit facilities, fluctuations in its working capital, the sustainability of its margins and its capital expenditure requirements. The market value of the Units may deteriorate if the Trust is unable to meet its distribution targets in the future, and that deterioration may be significant.

The actual cash available for distribution to the Unitholders is dependent on the amount of cash flow received by the Trust Subsidiaries from the Company and paid to the Trust, and can vary significantly from period to period for a number of reasons including, among other things: (i) the Company's operational and financial performance; (ii) fluctuations in the costs of electricity and natural gas; (iii) changes to the regulatory or competitive environment in the retail energy market; (iv) the amount of cash required or retained for debt service or repayment; (v) amounts required to fund capital expenditures and working capital requirements; (vi) foreign currency exchange rates and interest rates; and (vii) other obligations and liabilities such as environmental, contractual or legal liabilities and obligations. In addition, the Trust's level of distributions per Unit is affected by the number of outstanding Units and other securities that may be entitled to receive cash distributions or payments. Distributions may be increased, reduced or suspended entirely depending on the performance of the Company.

The Trust is dependent upon distributions from the Company and the Trust Subsidiaries.

The Trust does not carry on any business operations directly, and is entirely dependent on receiving distributions from its direct and indirect investments in the Trust Subsidiaries and the Company to enable the Trust to make cash distributions to Unitholders on the Units. The boards of directors of the Company, US Holdco, Cdn Holdco, and the Administrator Directors on behalf of the Commercial Trust, have considerable discretion in deciding whether to make cash distributions, if any, and the amount of any such distributions. The ability of the Company, US Holdco, Cdn Holdco and the Commercial Trust to make cash distributions is subject to, among other things, applicable laws and regulations as well as contractual restrictions contained in instruments governing any indebtedness of those entities, including pursuant to the Base Confirmation Agreement and US Holdco Note. There can be no guarantee or assurance that the Company and/or the Trust Subsidiaries will make sufficient distributions in order to permit the Trust to make cash distributions to its Unitholders.

Forward looking information, projections, estimates, and assumptions may prove inaccurate.

Numerous statements containing forward looking information are found in this Annual Information Form. Such statements and information are subject to risks and uncertainties and involve certain assumptions, some, but not all, of which are discussed elsewhere in this document. The occurrence or non-occurrence, as the case may be, of any of the events described in such risks could cause actual results to differ materially from those expressed in the forward looking information.

Risks Relating to the Trust's Structure and Ownership of Units

Distributions do not represent a similar "yield" and are not comparable to that of debt instruments, and rights of redemption have limited liquidity.

Unit distributions do not represent a "yield" in the traditional sense and are not comparable to bonds or other fixed yield securities, where investors are entitled to a full return of the principal amount of debt on maturity in addition to a return on investment through interest payments. Distributions represent a blend of return of Unitholders' initial investment and a return on that investment. Unitholders have a limited right to require a repurchase of their Units, which is referred to as a redemption right. It is anticipated that the redemption right will not be the primary mechanism for Unitholders to liquidate their investment. The right to receive cash in connection with a redemption is subject to material limitations. Any securities which may be distributed *in specie* to Unitholders in connection with a redemption may not be listed on any stock exchange, a market may not develop for such securities, and such securities may be illiquid. In addition, there may be resale restrictions imposed by law upon the recipients of the securities pursuant to the redemption right.

The Units are not shares in a corporation and carry different risks.

The Units represent a fractional interest in the Trust. Corporate law does not govern the Trust and the rights of Unitholders. Unitholders will not have all of the statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring oppression or derivative actions. The rights of Unitholders are specifically set forth in the Trust Indenture. In addition, trusts are not defined as recognized entities within the definitions of legislation such as the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and in some cases the *Winding Up and Restructuring Act* (Canada). As a result, in the event of an insolvency or restructuring, a Unitholder's position as such may be quite different than that of a shareholder of a corporation.

The Units are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under the provisions of that Act or any other legislation. Furthermore, the Trust is not a trust company and, accordingly, is not registered under any trust and loan company legislation and does not carry on or intend to carry on the business of a trust company.

Unitholder limited liability is subject to contractual and statutory assurances that may have some enforcement risks.

The Trust Indenture provides that no Unitholder is subject to any liability in connection with the Trust or its obligations and affairs and, in the event that a court determines Unitholders are subject to any such liabilities, the liabilities are only enforceable against, and will be satisfied only out of, the Trust's assets. However, there remains a risk, which is considered by the Trust to be remote in the circumstances, that a Unitholder could be held personally liable, despite such statement in the Trust Indenture, for the obligations of the Trust to the extent that claims are not satisfied out of the assets of the Trust.

Distributions on the Units are subject to the discretion of the Administrator.

Although the Trust intends to make monthly distributions to Unitholders, the payment and amount of any distribution is subject to the discretion of the Administrator, as well as to applicable laws, and may be subject to contractual restrictions in instruments governing the indebtedness of the Trust or other members of the Crius Group. Accordingly, there can be no guarantee or assurance that the Trust will be able to, or will, make distributions on its Units to Unitholders. In addition, the Trust Indenture allows for the payment of distributions in a form other than cash, and Unitholders could have taxable income and cash taxes payable in excess of the amount of cash distributions they receive from the Trust.

The Trust may issue additional Units diluting existing Unitholders' interests.

The Trust Indenture authorizes the Administrator to cause the Trust to issue an unlimited number of Units for such consideration and on such terms and conditions as shall be established by the Administrator without the approval of any Unitholders, and the Unitholders will have no pre-emptive rights in connection with such further issues. The future issuance of additional Units would cause immediate, and potentially substantial, dilution to the net tangible book value of those Units that are issued and outstanding immediately prior to such transaction. Any future decrease in the net tangible book value of the issued and outstanding Units could have a material adverse effect on the market value of the Units.

The market price for Units may be volatile, and Unitholders may not be able to sell their Units at a favorable price or at all.

Many factors could cause the market price of the Units to rise or fall, including:

- actual or anticipated variations in quarterly results of operations;
- changes in the federal or state regulatory environment;
- changes in market valuations of companies in the industry;
- fluctuations in prevailing market interest rates or foreign exchange rates;
- changes in expectations of future financial performance;
- fluctuations in stock market prices and volumes;
- publicity about us, our industry, our independent contractors or our exclusive marketing partners;
- regulatory or other investigations into us or others operating in our industry;
- issuances of dilutive Units or other securities in the future;
- the addition or departure of key personnel; and
- announcements by the Trust or its competitors of acquisitions, investments or strategic alliances.

It is possible that the proceeds from sales of the Units may not equal or exceed the prices Unitholders paid for the Units.

Substantial sales of Units, or the perception that such sales might occur, could depress the market price of the Units.

Whether future issuances of the Units or resale in the open market will decrease the market price of the Units cannot be predicted. The consequence of any such issuances or resale of the Units on the market price may be increased to the extent the Units are thinly, or infrequently, traded. The exercise of any options, the vesting of any restricted Units that may be granted to directors, executive officers and other employees in the future, the issuance of Units in connection with acquisitions and other issuances of Units may decrease the market price of the Units.

There can be no assurance that an active trading market in the Units will be sustained.

There can be no assurance that an active trading market will be sustained. This may affect the pricing of the Units in the secondary market, the transparency and availability of trading prices, the liquidity of the Units and the extent of issuer regulation.

The market price for the Units could be subject to wide fluctuations. Factors such as commodity prices, government regulation, interest rates, share price movements of the Trust's peer companies and competitors, as well as overall market movements, may have a significant impact on the market price of the Units. The stock market has from time to time experienced extreme price and volume fluctuations, particularly in the energy sector, which have often been unrelated to the operating performance of particular companies.

Risk Factors Relating to Taxation

Income tax laws relating to mutual fund trusts or SIFT trusts may in the future be changed or interpreted in a manner that adversely affects the Trust and its Unitholders.

The Trust intends to qualify as a "unit trust" and a "mutual fund trust" for purposes of the Tax Act. There can be no assurance that Canadian federal income tax laws and the administrative policies and assessing practices of the Canada Revenue Agency respecting mutual fund trusts will not be changed in a manner that adversely affects the Trust or Unitholders. Should the

Trust cease to qualify as a mutual fund trust under the Tax Act, the income tax considerations to the Trust and Unitholders could be materially and adversely affected in certain respects, including that the Units would not be eligible investments for Registered Plans.

The SIFT Rules apply to a trust that is a SIFT trust. If the SIFT Rules were to apply to the Trust, they would have an adverse impact on the Trust and on the level of distributions received by the Unitholders. The Trust will not be a SIFT trust for the purposes of these rules by virtue of not holding any "non-portfolio property" (as defined in the Tax Act), based on its investment restrictions. There can be no assurance that there will not be changes to the SIFT Rules or to the administrative policies or assessing practices of the Canada Revenue Agency which will adversely affect the Trust and its Unitholders.

Canadian and U.S. tax laws may be changed.

The Trust, Cdn Holdco and the Commercial Trust are subject to Canadian tax laws. There can be no assurance that Canadian federal income tax laws, the judicial interpretation thereof, or the administrative and assessing practices and policies of the Canada Revenue Agency will not be changed, possibly on a retroactive basis, in a manner that adversely affects Unitholders. Any such change could increase the amount of tax payable by the Trust, the Commercial Trust or Cdn Holdco or could otherwise adversely affect Unitholders by reducing the amount available to pay distributions or changing the tax treatment available to Unitholders in respect of such distributions.

The Commercial Trust, Cdn Holdco, the Company and US Holdco are subject to United States tax laws. There can be no assurance that U.S. federal income tax laws and IRS and Department of the Treasury administrative and legislative policies respecting the U.S. federal income tax consequences applicable to any member of the Crius Group will not be changed, possibly on a retroactive basis, in a manner that adversely affects the Unitholders. In particular, any such change could increase the amount of U.S. federal income tax or withholding tax payable by US Holdco, Cdn Holdco, the Company or the Trust, reducing the amount of distributions that the Trust would otherwise receive and thereby reducing the amount available to pay distributions to Unitholders.

A contest of the tax positions taken by the Crius Group may adversely affect cash available to distribute to Unitholders.

Canadian or U.S. tax authorities may challenge certain tax positions taken by the Crius Group, including the position that the interest on the US Holdco Note is deductible, that the interest on the US Holdco Note is exempt from U.S. withholding tax, or the position that the Trust is not a U.S. corporation for U.S. tax purposes under section 7874 of the Code. It may be necessary to resort to administrative or court proceedings to sustain some or all of the positions taken by the Crius Group. A court may not agree with some or all of the positions taken, and any adverse decision may materially and adversely impact the cash available to distribute to Unitholders and the price at which the Units trade.

Unitholders may be subject to Canadian income tax with respect to any foreign exchange gain realized on a future repayment of the US Holdco Note.

The US Holdco Note is denominated in U.S. dollars. Any foreign exchange gain realized by the Commercial Trust upon repayment of the principal amount of the US Holdco Note by US Holdco will generally be deemed to be a capital gain of the Commercial Trust for purposes of the Tax Act. The Commercial Trust intends to distribute or make payable to the Trust, and, in turn, the Trust intends to distribute or make payable to the Unitholders, the taxable portion of any such capital gain in the year it is realized (net of available tax loss carryforwards, if any). A Resident Holder will, in turn, be required to include in income any such net realized taxable capital gain that is paid or payable to the Resident Holder by the Trust in that year. Accordingly, upon the repayment of the principal amount of the US Holdco Note, Unitholders may be subject to Canadian income tax attributable to any such resulting foreign exchange gain realized by the Commercial Trust.

Income and gains allocated by the Trust to Unitholders for tax purposes may exceed cash distributions on their Units.

In each taxation year of the Trust, the Trust intends to distribute to Unitholders an amount not less than the income and net realized taxable capital gains, determined in accordance with the Tax Act, of the Trust for such taxation year. Unitholders will generally be required to include their share of any such income and net realized taxable capital gains allocated to them by the Trust in their income for Canadian tax purposes. Where the Administrator determines that the Trust does not have sufficient Distributable Cash to pay the full amount of any distribution that has been declared, payment of such distribution may, at the option of the Administrator, be made wholly or in part through the issuance of additional Units. In certain

circumstances, it is therefore possible that the income and net realized taxable capital gains, including any foreign exchange gains realized upon the repayment of the US Holdco Note, of the Trust for a taxation year that are allocated to Unitholders for Canadian tax purposes may exceed the actual cash distributions received by them on their Units.

Risk Factors Applicable to Residents of the United States and Other Non-Residents of Canada

Persons not resident in Canada may have difficulty enforcing civil remedies.

The Trust, the Commercial Trust and Cdn Holdco are organized under the laws of Ontario and have their principal place of business in Canada, and the Trustee of the Trust and a majority of the Administrator's and the Trust Subsidiaries' directors and all or a substantial portion of the assets of such persons, as well as all of the assets held directly by the Trust, are located in Canada. As a result, it may be difficult for investors in the United States to effect service of process within the United States upon such entities or persons who are not residents of the United States or to enforce against them judgments of the United States courts based upon civil liability under the U.S. federal securities laws or the securities laws of any state within the United States. There is doubt as to the enforceability in Canada against the Trust, the Commercial Trust, the Administrator and Cdn Holdco or against any of their respective directors or officers who are not residents of the United States, in original actions or in actions for enforcement of judgments of United States courts of liabilities based solely upon the U.S. federal securities laws or securities laws of any state within the United States.

The Trust has the authority to impose restrictions on the ownership of Units by, and the issuance or transfer of Units to, non-residents or U.S. residents in certain circumstances.

The Trust intends to comply at all relevant times with the requirements under the Tax Act to qualify as a "mutual fund trust" for purposes of the Tax Act. A mutual fund trust may lose its status under the Tax Act as a "mutual fund trust" if it can reasonably be considered that the trust was established or is maintained primarily for the benefit of non-residents of Canada (including partnerships owned in whole or in part by non-residents), subject to certain limited exceptions. One of those exceptions applies where, in general terms, substantially all of the mutual fund trust's property is not "taxable Canadian property" (as defined in the Tax Act).

As a result of the Trust's investment restrictions, the Trust is not expected to hold any taxable Canadian property and should therefore not be subject to the Tax Act's non-resident ownership restrictions. However, in the event the Trust acquires any taxable Canadian property so that the non-resident ownership restrictions are potentially engaged, the Trustee has various powers that can be used for the purpose of monitoring and controlling the extent of non-resident ownership of the Units. See *"Description of the Trust — Limitation on Non-Resident Ownership"*.

The Trust also intends to comply with the requirements under the U.S. Securities Act to qualify as a "foreign private issuer" (as defined in the U.S. Securities Act). Those requirements generally prohibit more than 50% of the outstanding Units from being directly or indirectly owned of record by residents of the United States. The Trustee has various powers that can be used for the purpose of monitoring and controlling the extent of ownership by United States residents of the Units. See *"Description of the Trust — U.S. Resident Restriction"*.

The above restrictions may limit or prevent Unitholders from selling or otherwise transferring Units to persons who are non-residents or U.S. residents. In certain circumstances, the Administrator may also require non-resident or U.S. resident Unitholders, or holders whom the Administrator believes may be non-residents or U.S. residents, to dispose of all or a portion of their Units. If restrictions on the issuance of Units by the Trust to non-residents or U.S. residents are imposed by the Trust, the ability of the Trust to raise financing for future acquisitions or operations could be negatively affected. In addition, the fact that such restrictions may be implemented in the future may limit the ability of Unitholders to sell their Units at the best price, and could discourage certain categories of investors from purchasing Units in the open market, which could negatively affect the liquidity of the Units and the future market price for Units.

Non-residents of Canada are subject to additional taxation requirements.

Net income of the Trust, other than certain net realized capital gains, distributed to non-residents is subject to withholding tax under the Tax Act at a 25% rate, subject to reduction under an applicable income tax treaty.

Non-resident Unitholders are subject to additional foreign exchange risk.

The Trust's distributions are declared in Canadian dollars and converted to foreign denominated currencies at the spot exchange rate at the time of payment. As a consequence, non-resident Unitholders are subject to foreign exchange risk. To the extent that the Canadian dollar weakens with respect to their currency, the amount of the distribution will be reduced when converted to their home currency.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for the Units is Computershare at its principal offices in Toronto, Ontario and Calgary, Alberta where transfers of securities may be recorded.

MATERIAL CONTRACTS

Copies of the following documents are available for inspection during normal business hours at the Administrator's principal head and registered office located at Suite 3400, One First Canadian Place, P.O. Box 130, Toronto, Ontario M5X 1A4 or on SEDAR under the Trust's issuer profile at www.sedar.com.

1. Trust Indenture. See *"Description of the Trust"*.
2. Administration Agreement. See *"Administration Agreement"*.
3. The US Holdco Note. See *"Description of US Holdco — The US Holdco Note"*.
4. Voting Agreement. See *"Voting Agreement"*.
5. Purchase Agreement. See *"Glossary"*.
6. Company LLC Agreement. See *"Description of the Company — Company LLC Agreement"*.
7. Governance Agreement. See *"Description of the Company — Governance Agreement"*.
8. Retained Security Option Agreement. See "Glossary".
9. Exchange Agreement. See *"Glossary"*.
10. Base Confirmation Agreement. See *"Principal Agreement with Macquarie Energy"*.
11. Macquarie Warrants. See *"Glossary"*.
12. TriEagle Purchase Agreement. See *"Glossary"*.

EXPERTS

The Trust's auditors are Ernst & Young LLP, who have prepared an auditor's report dated March 15, 2016 in respect of the Trust's consolidated financial statements as of December 31, 2015 and for the period ended December 31, 2015. Ernst & Young LLP has advised the Trust that they are independent with respect to the Trust within the meaning of the Rules of the AICPA.

No person or company whose profession or business gives authority to a report, valuation, statement or opinion made by such person or company and who is named as having prepared or certified a report, valuation, statement or opinion described or included in a filing, or referred to in a filing, made under NI 51-102 by the Trust during, or related to, the Trust's most recently completed financial year, has received or shall receive a direct or indirect interest in any securities or other property of the Trust or any associate or affiliate of the Trust.

In addition, none of the aforementioned persons, firms or companies, nor any director, officer or employee of any of the aforementioned persons, firms or companies, is or is expected to be elected, appointed or employed as a director, officer or employee of the Trust or of any of the associates or affiliate entities of the Trust.

ADDITIONAL INFORMATION

Additional information relating to the Trust may be found on SEDAR under the Trust's issuer profile at www.sedar.com.

Additional information, including remuneration and indebtedness of Administrator Directors and officers of the Administrator, principal holders of the Units, and securities authorized for issuance under equity compensation plans, is contained in the Trust's information circular for its annual meeting of Unitholders to be held May 13, 2016.

Additional financial information is provided in the Trust's consolidated financial statements and accompanying management's discussion and analysis for the year ended December 31, 2015, which have been filed on SEDAR under the Trust's issuer profile at www.sedar.com.

APPENDIX "A"
CRIUS ENERGY ADMINISTRATOR INC.
AUDIT AND RISK COMMITTEE CHARTER

1. GENERAL

Crius Energy Administrator Inc. (the "**Administrator**") is the administrator of Crius Energy Trust (the "**Trust**") and as such, the board of directors of the Administrator (the "**Board**") is responsible for the stewardship of the affairs of the Trust and the Trust's direct and indirect subsidiary entities (collectively, with the Administrator and the Trust, the "**Crius Group**"), for the benefit of the unitholders of the Trust (the "**Unitholders**"). The Board has established an Audit Committee (the "**Committee**"), composed entirely of independent directors, the primary role of which is to assist the Board in fulfilling its oversight responsibilities for the Crius Group's internal controls, financial reporting and risk management processes. The Committee will be provided with resources commensurate with the duties and responsibilities assigned to it by the Board, including administrative support. If determined necessary by the Committee, it will have the discretion to institute investigations of improprieties, or suspected improprieties within the scope of its responsibilities, including the standing authority to retain special counsel or experts.

2. COMPOSITION OF THE COMMITTEE

A. The Committee shall consist of at least three (3) directors of the Administrator. The Board shall appoint the members of the Committee and may seek the advice and assistance of the Governance, Nomination & Compensation Committee in identifying qualified candidates. The Board shall appoint one member of the Committee to be the chair of the Committee (the "**Chair**").

B. Each director appointed to the Committee by the Board shall be "independent" as contemplated in National Instrument 58-101 — Disclosure of Corporate Governance Practices. An independent director is a director of the Administrator who is independent of management of the Crius Group and is free from any interest, any business or other relationship which could, or could reasonably be perceived, to materially interfere with the director's ability to act with a view to the best interests of the Trust, other than interests and relationships arising from the Securityholdings. In determining whether a director of the Administrator is independent of management of the Crius Group, the Board shall make reference to the then current legislation, rules, policies and instruments of applicable regulatory authorities.

C. Each member of the Committee shall be "financially literate". In order to be financially literate, a director of the Administrator must be, at a minimum, able to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer's financial statements.

D. A director of the Administrator appointed by the Board to the Committee shall be a member of the Committee until replaced by the Board or until his or her resignation.

3. MEETINGS OF THE COMMITTEE

A. The Committee shall convene a minimum of four times each year at such times and places as may be designated by the Chair and whenever a meeting is requested by the Board, a member of the Committee, the auditors, or a senior officer of the Administrator. Meetings of the Committee shall also correspond with the review of the quarterly financial statements and management's discussion and analysis.

B. Notice of each meeting of the Committee shall be given to each member of the Committee and to the auditors, who shall be entitled to attend each meeting of the Committee and shall attend whenever requested to do so by a member of the Committee.

C. Notice of a meeting of the Committee shall:

(i) be in writing;

(ii) state the nature of the business to be transacted at the meeting in reasonable detail;

(iii) to the extent practicable, be accompanied by copies of documentation to be considered at the meeting; and

(iv) be given at least two business days prior to the time stipulated for the meeting or such shorter period as the members of the Committee may permit.

D. A quorum for the transaction of business at a meeting of the Committee shall consist of a majority of the members of the Committee. However, it shall be the practice of the Committee to require review, and, if necessary, approval of certain important matters by all members of the Committee.

E. A member or members of the Committee may participate in a meeting of the Committee by means of such telephonic, electronic or other communication facilities, as permits all persons participating in the meeting to communicate adequately with each other. A member participating in such a meeting by any such means is deemed to be present at the meeting.

F. In the absence of the Chair, the members of the Committee shall choose one of the members present to be chair of the meeting. In addition, the members of the Committee shall choose one of the persons present to be the secretary of the meeting.

G. The chairman of the Board, senior management of the Crius Group and other parties may attend meetings of the Committee. However, the Committee (i) shall meet with the external auditors independent of management, as necessary, in the sole discretion of the Committee, but in any event, not less than quarterly; and (ii) may meet separately with management.

H. Minutes shall be kept of all meetings of the Committee and shall be signed by the chair and the secretary of the meeting.

4. COMMITTEE RESPONSIBILITIES

The Committee's primary responsibilities are to:

A. identify and monitor the management of the principal risks that could impact the financial reporting of the Crius Group;

B. monitor the integrity of the Crius Group's financial reporting process and system of internal controls regarding financial reporting and accounting compliance;

C. monitor the independence and performance of the Crius Group's external auditors;

D. deal directly with the external auditors to approve external audit plans, other services (if any) and fees;

E. directly oversee the external audit process and results;

F. provide an avenue of communication among the external auditors, management and the Board; and

G. ensure that an effective "whistle blowing" procedure exists to permit stakeholders to express any concerns regarding accounting or financial matters to an appropriately independent individual.

5. DUTIES

A. The Committee shall:

(i) review the audit plan with the Crius Group's external auditors and with management;

(ii) discuss with management of the Crius Group and the external auditors any proposed changes in major accounting policies or principles, the presentation and impact of significant risks and uncertainties and key estimates and judgments of management that may be material to financial reporting;

(iii) review with management of the Crius Group and with the external auditors significant financial reporting issues arising during the most recent fiscal period and the resolution or proposed resolution of such issues;

(iv) review any problems experienced or concerns expressed by the external auditors in performing an audit, including any restrictions imposed by management of the Crius Group or significant accounting issues on which there was a disagreement with management;

(v) review with senior management of the Crius Group the process of identifying, monitoring and reporting the principal risks affecting financial reporting;

(vi) review audited annual financial statements and related documents in conjunction with the report of the external auditors and obtain an explanation from management of the Crius Group of all significant variances between comparative reporting periods;

(vii) consider and review with management of the Crius Group, the internal control memorandum or management letter containing the recommendations of the external auditors and management's response, if any, including an evaluation of the adequacy and effectiveness of the internal financial controls of the Crius Group and subsequent follow-up to any identified weaknesses;

(viii) review with financial management and the external auditors the quarterly unaudited financial statements and management's discussion and analysis before release to the public;

(ix) before release, review and if appropriate, recommend for approval by the Board, all public disclosure documents containing audited or unaudited financial information, including any prospectuses, annual reports, annual information forms, management's discussion and analysis and press releases containing financial information;

(x) oversee any of the financial affairs of the Crius Group, its subsidiaries or affiliates, and, if deemed appropriate, make recommendations to the Board, external auditors or management;

(xi) evaluate the independence and performance of the external auditors and annually recommend to the Board the appointment of the external auditors or the discharge of the external auditors when circumstances are warranted;

(xii) consider the recommendations of management in respect of the appointment of the external auditors;

(xiii) pre-approve all non-audit services to be provided to the Crius Group by its external auditors, or the external auditors of the Crius Group;

(xiv) approve the engagement letter for non-audit services to be provided by the external auditors or affiliates, together with estimated fees, and consider the potential impact of such services on the independence of the external auditors;

(xv) when there is to be a change of external auditors, review all issues and provide documentation related to the change, including the information to be included in the Notice of Change of Auditors and documentation required pursuant to National Instrument 51-102 — Continuous Disclosure Obligations (or any successor instrument) of the Canadian Securities Administrators and the planned steps for an orderly transition period;

(xvi) establish and maintain procedures for:

(A) the receipt, retention and treatment of complaints received by the Crius Group regarding accounting controls, or auditing matters; and

(B) the confidential, anonymous submission by employees of the Crius Group of concerns regarding questionable accounting or auditing matters;

(xvii) review and approve the Crius Group hiring policies regarding employees and former employees of the present and former external auditors or auditing matters;

(xviii) review all reportable events, including disagreements, unresolved issues and consultations, as defined by applicable securities policies, on a routine basis, whether or not there is to be a change of external auditors;

(xix) review with management at least annually, the financing strategy and plans of the Crius Group; and

(xx) review all securities offering documents (including documents incorporated therein by reference) of the Trust.

B. The Committee has the authority to:

(i) inspect any and all of the books and records of the Crius Group (to the extent necessary);

(ii) discuss with the management and senior staff of the Crius Group, any affected party and the external auditors, such accounts, records and other matters as any member of the Committee considers necessary and appropriate;

(iii) engage independent counsel and other advisors as it determines necessary to carry out its duties;

(iv) to set and pay the compensation for any advisors employed by the Committee; and

(v) at any meeting, request the presence of the auditor, a member of senior management or any other person who could contribute to the subject of the meeting.

C. The Committee shall, at the earliest opportunity after each meeting, report to the Board the results of its activities and any reviews undertaken and make recommendations to the Board as deemed appropriate.

6. CHAIR OF THE COMMITTEE

The Board will appoint one member who is qualified for such purpose to be Chair, to serve until the next annual election of directors of the Administrator or otherwise until his or her successor is duly appointed. If, following the election of directors of the Administrator, in any year, the Board does not appoint a Chair, the incumbent Chair will continue in office until a successor is appointed.

7. REMOVAL AND VACANCIES

Any member of the Committee may be removed and replaced at any time by the Board, and will automatically cease to be a member as soon as he or she resigns or ceases to meet the qualifications set out above. The Board will fill vacancies on the Committee by appointment from among qualified members of the Board on the recommendation of the Committee. If a vacancy exists on the Committee, the remaining members will exercise all of its powers so long as a quorum remains in office.

8. ASSESSMENT

At least annually, the Committee will assess its effectiveness in fulfilling its responsibilities and duties as set out in this Mandate and in a manner consistent with the Board mandate to be adopted by the Board.

9. REVIEW AND DISCLOSURE

The Committee will review this Mandate at least annually and submit it to the Board for approval with such further proposed amendments as it deems necessary and appropriate.

10. ACCESS TO OUTSIDE ADVISORS

The Committee may retain any outside advisor, including an executive search firm, at the expense of the Administrator at any time and has the authority to determine any such advisor's fees and other retention terms. The Committee, and any outside advisors retained by it, will have access to all records and information relating to the Crius Group which it deems relevant to the performance of its duties.