



GRAND COURT OF THE CAYMAN ISLANDS

FINANCIAL SERVICES DIVISION

CAUSE NO: FSD. 9 OF 2024 (JAJ)

IN THE MATTER OF THE COMPANIES ACT (2023 REVISION)

AND IN THE MATTER OF SPI ENERGY CO., LTD.

### WINDING UP PETITION

TO THE GRAND COURT

The humble petition of **Streeterville Capital, LLC**, whose principal place of business is 303 East Wacker Drive, Suite 1040, Chicago, Illinois, 60601, United States of America (the "**Petitioner**"), shows that:

#### Introduction

1. The Petitioner is a creditor of SPI Energy Co., Ltd. (the "**Company**"). The Company was registered in the Cayman Islands on 4 May 2015 as an exempted company with registration number 299333 pursuant to the Companies Act (as revised) (referred to herein, together with amendments and revisions thereto, as the "**Companies Act**").
2. The registered office of the Company is c/o Harneys Fiduciary (Cayman) Limited, 4<sup>th</sup> Floor, Harbour Place, 103 South Church Street, George Town, Grand Cayman, Cayman Islands.
3. The Company's common shares are listed for trading on NASDAQ (with stock code: SPI).
4. To the best of the Petitioner's knowledge, the directors of the Company are Xiaofeng Peng, HoongKhoeng Cheong, Maurice Wai-fung Ngai, Lu Qing and Jing Zhang.

5. To the best of the Petitioner's knowledge, the Company is a global renewable energy company and provider of solar storage and electric vehicle solutions that was founded in 2006 in Roseville, California and is headquartered in Sacramento, California. The Company maintains global operations in North America, Australia, Asia, United Kingdom, Italy, Greece and Japan.
6. The Petitioner is a United States company operating as a family investment office with its head offices in Chicago, Illinois, USA.
7. Words used herein, which are not otherwise defined, have the meaning given to them in the four (4) Convertible Promissory Notes dated 8 April 2022, 9 June 2021, 30 September 2021 and 12 November 2021 (the "**Notes**") that the Petitioner and the Company entered into for valuable consideration. By the Notes, the Petitioner loaned the Company the principal sums of US\$2,110,000, US\$4,210,000, US\$4,210,000, and US\$4,210,000 respectively with any interest, fees, charges, and late fees payable thereon.
8. At the time the Notes matured, the Company failed to make payment of the full principal and interest to the Petitioner.
9. In relation to the 8 April 2022 Convertible Promissory Note and related transaction documents ("**April 2022 Note**"), due to non-payment of a redemption notice/request and non-payment of the Outstanding Balance of the April 2022 Note, the Petitioner commenced arbitration proceedings against the Company and successfully obtained a 6 November 2023 Augmented Final Arbitration Award and Order from Arbitrator Justin T. Toth in the amount of US\$1,836,191.25 against the Company ("**Final Award**"). The Final Award remains unpaid.
10. Under the 9 June 2021 Convertible Promissory Note and related transaction documents ("**June 2021 Note**"), the Company was required to pay off the full balance of the Outstanding Balance (as defined in the June 2021 Note) by or before 9 June 2023. The

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This Petition was presented by Broadhurst LLC whose address for service is 54 Edward Street, 4<sup>th</sup> Floor, Monaco Towers, George Town, Grand Cayman, KY1-1104, Cayman Islands.

Company has failed to do so. This failure to pay has triggered a Major Default (as defined in the June 2021 Note) under section 4.1(a).

11. Under the 30 September 2021 Convertible Promissory Note and related transaction documents ("**September 2021 Note**"), the Company was required to pay off the full balance of the Outstanding Balance (as defined in the September 2021 Note) by or before 30 September 2023. The Company has failed to do so. This failure to pay has triggered a Major Default (as defined in the September 2021 Note) under section 4.1(a).
12. Under the 12 November 2021 Convertible Promissory Note and related transaction documents ("**November 2021 Note**"), the Company was required to pay off the full balance of the Outstanding Balance (as defined in the November 2021 Note) by or before 12 November 2023. The Company has failed to do so. This failure to pay has triggered a Major Default (as defined in the November 2021 Note) under section 4.1(a).
13. On 11 October 2023 the Petitioner sent the Company a Notice of Default Under the Notes notifying the Company of the defaults under the June 2021 Note, the September 2021 Note and the November 2021 Note ("**Notice of Default**"). The Notice of Default went unanswered.
14. On 14 December 2023 the Petitioner served a statutory demand on the Company ("**Statutory Demand**") at its registered office pursuant to section 93(a) of the Companies Act demanding payment from the Company in the total sum of US\$14,979,960.41 in relation to the debts flowing from the April 2022 Note/Final Award, the June 2021 Note, the September 2021 Note and the November 2021 Note. As of the date of this Petition, the Petitioner has received no response to the Statutory Demand from the Company.
15. The Petitioner is therefore a creditor of the Company in the total sum of US\$14,979,960.41 (being the principal and interest due as of the date of the Statutory Demand) ("**Debt**").

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16. As more than three weeks have passed since the Statutory Demand was served on the Company, the Company is deemed to be unable to pay its debts pursuant to section 93(a) of the Companies Act.
17. The Petitioner seeks the winding up of the Company pursuant to section 92(d) of the Companies Act on the ground that the Company is unable to pay its debts.

#### **The April 2022 Note and Final Award**

18. Pursuant to an 8 April 2022 Securities Purchase Agreement, and related documents, entered into between the Petitioner and the Company, the Petitioner acquired the April 2022 Note in the principal amount of US\$2,110,000. The April 2022 Note is a convertible promissory note agreement dated 8 April 2022 between the Company (as the Borrower) and the Petitioner (as the Lender) where the Company agrees to pay the Petitioner US\$2,110,000 and any interest, fees, charges, and late fees accrued under the April 2022 Note on the Maturity Date of 8 April 2023.
19. Pursuant to the opening section of the April 2022 Note, the Company is required to pay interest on the Outstanding Balance at the rate of ten percent (10%) per annum from 8 April 2022 until the same is paid in full. All interest calculations are computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months, compound daily and payable in accordance with the terms of the April 2022 Note.
20. Section 8 of the April 2022 Note gives the Petitioner the right to redeem any portion of the April 2022 Note's balance, up to US\$350,000 per calendar month, by delivering to the Company a notice of redemption ("**Redemption Notice**") of a specific portion of the April 2022 Note ("**Redemption Amount**").
21. On 16 February 2023 the Petitioner delivered a Redemption Notice to the Company electing to redeem US\$350,000 of the April 2022 Note. The deadline for the Company to

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- pay the Redemption Amount demanded expired on 22 February 2023. The Company failed and refused to pay in any form the Redemption Amount and as a result an Event of Default (as defined in the April 2022 Note) was triggered under the April 2022 Note.
22. On 28 February 2023, because of the Company's default and as allowed by the April 2022 Note, the Petitioner delivered notice to the Company demanding payment of the April 2022 Note's Outstanding Balance no later than 3 March 2023.
  23. Due to the Company's non-payment to the Petitioner under the April 2022 Note, the Petitioner commenced arbitration proceedings against the Company on 20 March 2023.
  24. On 26 June 2023, the Petitioner and the Company mediated a dispute in Salt Lake City, Utah with David Jordan as the mediator. The Mediation addressed the litigation styled *Streeterville Capital, LLC v. SPI Energy Co., Ltd.*, Case No. 230901862 (3rd Dist. Utah), which was stayed pending arbitration with Justin Toth as the arbitrator. At the conclusion of the mediation, the Petitioner and the Company agreed on the terms as set out in the 28 June 2023 Term Sheet.
  25. The Company did not make any payments to the Petitioner under the April 2022 Note prior to the Mediation or prior to entering into the Term Sheet.
  26. The Company made the following payments to the Petitioner under the April 2022 Note and pursuant to the Term Sheet: US\$375,000 on 11 July 2023, six days late; stock in the Company with a total value of US\$400,000 on 11 July 2023, six days late; and stock in the Company with the total value of US\$200,000 on 31 July 2023. The Company failed to comply with the Term Sheet as the Company's 31 July 2023 payment was US\$225,000 short.
  27. Paragraphs 4, 5 and 6 of the Term Sheet requires the Company to make three (3) additional payments to the Petitioner in the amount of US\$425,000 each and on the same

payment terms as paragraph 3 of the Term Sheet, due to be paid on 31 August 2023, 31 September 2023 and 31 October 2023. The Company has failed to make these payments to the Petitioner.

28. On 6 November 2023 the Petitioner successfully obtained the Final Award against the Company in the amount of US\$1,836,191.25 plus interest at the rate of fifteen percent (15%) per annum accruing from 31 July 2023.
29. On 14 December 2023 the Petitioner served the Statutory Demand on the Company, pursuant to section 93(a) of the Companies Act, demanding payment from the Company in the amount of US\$1,938,816.73 in relation to the April 2022 Note and the Final Award, consisting of:
  - (a) US\$1,836,191.25, which is the Augmented Award Amount ordered in the Final Award ("**Augmented Award Amount**"); and
  - (b) US\$102,625.48, which is the interest owed on the Augmented Award Amount at the rate of fifteen percent (15%) per annum accruing from 31 July 2023 calculated up to and including the date of the Statutory Demand (14 December 2023) [i.e., 136 days] as ordered in the Final Award.
30. As of the date of this Petition, the Petitioner has received no response to the Statutory Demand from the Company.

#### **The June 2021 Note**

31. Pursuant to a 9 June 2021 Securities Purchase Agreement entered into between the Petitioner and the Company, the Petitioner acquired the June 2021 Note in the principal amount of US\$4,210,000. The June 2021 Note is a convertible promissory note agreement dated 9 June 2021 between the Company (as the Borrower) and the Petitioner (as the Lender) where the Company agrees to pay the Petitioner US\$4,210,000 and any interest,

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fees, charges, and late fees accrued under the June 2021 Note on the Maturity Date of 9 June 2022.

32. Pursuant to the opening section of the June 2021 Note, the Company is required to pay interest on the Outstanding Balance at the rate of ten percent (10%) per annum from 9 June 2021 until the same is paid in full. All interest calculations are computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months, compound daily and payable in accordance with the terms of the June 2021 Note.
33. The Company requested that the Petitioner extend the Maturity Date of the June 2021 Note and the Petitioner agreed to the extension subject to the terms, amendments, conditions and understandings expressed in the 28 October 2022 Amendment to Convertible Promissory Note entered into between the Petitioner and the Company ("**June 2021 Note Amendment**"). The Maturity Date for the June 2021 Note was extended until 9 June 2023.
34. From March 2022 to November 2022, the Company made nine (9) separate payments to the Petitioner under the June 2021 Note totaling US\$3,550,000.
35. Under the June 2021 Note and the June 2021 Note Amendment, the Company was required to pay off the full balance of the Outstanding Balance (as defined in the June 2021 Note) by or before 9 June 2023. The Company has failed to do so. This failure to pay has triggered a Major Default (as defined in section A11 of the Attachment 1 to the June 2021 Note) under section 4.1(a) triggering: (i) the fifteen percent (15%) Default Effect (as defined in section A4 of the Attachment 1 to the June 2021 Note) on the Outstanding Balance; and (ii) the fifteen percent (15%) per annum Default Interest (as defined in section 4.2 of the June 2021 Note) on the Outstanding Balance.

36. On 11 October 2023 the Petitioner sent the Company the Notice of Default notifying the Company of the defaults under the June 2021 Note. The Notice of Default went unanswered.
37. On 14 December 2023 the Petitioner served the Statutory Demand on the Company, pursuant to section 93(a) of the Companies Act, demanding payment from the Company in the amount of US\$1,586,746.78 flowing from the June 2021 Note, consisting of:
- (a) US\$1,472,946.53, which is the full balance of the Outstanding Balance (as defined in the June 2021 Note) on the 9 June 2023 due date, inclusive of the fifteen percent (15%) Default Effect in the amount of US\$192,053.88 (as defined in the June 2021 Note) that was triggered by a Major Default under Section 4.1(a) (as defined in the June 2021 Note) which was triggered by the failure to pay, and inclusive of interest up to 9 June 2023 in the amount of US\$65,819.73 (the "**9 June 2021 Note Debt**"); and
  - (b) US\$113,800.25, which is the interest owed on the 9 June 2021 Note Debt at the rate of fifteen percent (15%) per annum accruing from 9 June 2023 calculated up to and including the date of the Statutory Demand (14 December 2023) [i.e., 188 days].
38. As of the date of this Petition, the Petitioner has received no response to the Statutory Demand from the Company.

#### **The September 2021 Note**

39. Pursuant to a 30 September 2021 Securities Purchase Agreement entered into between the Petitioner and the Company, the Petitioner acquired the September 2021 Note in the principal amount of US\$4,210,000. The September 2021 Note is a convertible promissory note agreement dated 30 September 2021 between the Company (as the Borrower) and

the Petitioner (as the Lender) where the Company agrees to pay the Petitioner US\$4,210,000 and any interest, fees, charges, and late fees accrued under the September 2021 Note on the Maturity Date of 30 September 2022.

40. Pursuant to the opening section of the September 2021 Note, the Company is required to pay interest on the Outstanding Balance at the rate of ten percent (10%) per annum from 30 September 2021 until the same is paid in full. All interest calculations are computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months, compound daily and payable in accordance with the terms of the September 2022 Note.
41. The Company requested that the Petitioner extend the Maturity Date of the September 2021 Note and the Petitioner agreed to the extension subject to the terms, amendments, conditions and understandings expressed in the 28 October 2022 Amendment to Convertible Promissory Note entered into between the Petitioner and the Company ("**September 2021 Note Amendment**"). The Maturity Date for the September 2021 Note was extended until 30 September 2023.
42. The Company made the following two (2) separate payments to the Petitioner under the September 2021 Note: US\$700,000 on 6 April 2022 and US\$350,000 on 20 July 2022.
43. Under the September 2021 Note and the September 2021 Note Amendment, the Company was required to pay off the full balance of the Outstanding Balance (as defined in the September 2021 Note) by or before 30 September 2023. The Company has failed to do so. This failure to pay has triggered a Major Default (as defined in section A11 of the Attachment 1 to the September 2021 Note) under section 4.1(a) triggering: (i) the fifteen percent (15%) Default Effect (as defined in section A4 of the Attachment 1 to the September 2021 Note) on the Outstanding Balance; and (ii) the fifteen percent (15%) per annum Default Interest (as defined in section 4.2 of the September 2021 Note) on the Outstanding Balance.

44. On 11 October 2023 the Petitioner sent the Company the Notice of Default notifying the Company of the defaults under the September 2021 Note. The Notice of Default went unanswered.
45. On 14 December 2023 the Petitioner served the Statutory Demand on the Company, pursuant to section 93(a) of the Companies Act, demanding payment from the Company in the amount of US\$4,869,762.32 flowing from the September 2021 Note, consisting of:
- (a) US\$4,724,154.81, which is the full balance of the Outstanding Balance (as defined in the September 2021 Note) on the 30 September 2023 due date, inclusive of the fifteen percent (15%) Default Effect in the amount of US\$615,970.93 (as defined in the September 2021 Note) that was triggered by a Major Default under Section 4.1(a) (as defined in the September 2021 Note) which was triggered by the failure to pay, and inclusive of interest up to 30 September 2023 in the amount of US\$462,006.29 (the "**30 September 2021 Note Debt**"); and
  - (b) US\$145,607.51, which is the interest owed on the 30 September 2021 Note Debt at the rate of fifteen percent (15%) per annum accruing from 30 September 2023 calculated up to and including the date of the Statutory Demand (14 December 2023) [i.e., 75 days].
46. As of the date of this Petition, the Petitioner has received no response to the Statutory Demand from the Company.

#### **The November 2021 Note**

47. Pursuant to a 12 November 2021 Securities Purchase Agreement entered into between the Petitioner and the Company, the Petitioner acquired the November 2021 Note in the principal amount of US\$4,210,000. The November 2021 Note is a convertible promissory note agreement dated 12 November 2021 between the Company (as the Borrower) and

the Petitioner (as the Lender) where the Company agrees to pay the Petitioner US\$4,210,000 and any interest, fees, charges, and late fees accrued under the November 2021 Note on the Maturity Date of 12 November 2022.

48. Pursuant to the opening section of the November 2021 Note, the Company is required to pay interest on the Outstanding Balance at the rate of ten percent (10%) per annum from 12 November 2021 until the same is paid in full. All interest calculations are computed on the basis of a 360-day year comprised of twelve (12) thirty (30) day months, compound daily and payable in accordance with the terms of the November 2022 Note.
49. The Company requested that the Petitioner extend the Maturity Date of the November 2021 Note and the Petitioner agreed to the extension subject to the terms, amendments, conditions and understandings expressed in the 28 October 2022 Amendment to Convertible Promissory Note entered into between the Petitioner and the Company ("**November 2021 Note Amendment**"). The Maturity Date for the November 2021 Note was extended until 12 November 2023.
50. The Company has not made any payments to the Petitioner under to the November 2021 Note.
51. Under the November 2021 Note and the November 2021 Note Amendment, the Company was required to pay off the full balance of the Outstanding Balance (as defined in the November 2021 Note) by or before 12 November 2023. The Company has failed to do so. This failure to pay has triggered a Major Default (as defined in section A11 of the Attachment 1 to the November 2021 Note) under section 4.1(a) triggering: (i) the fifteen percent (15%) Default Effect (as defined in section A4 of the Attachment 1 to the November 2021 Note) on the Outstanding Balance; and (ii) the fifteen percent (15%) per annum Default Interest (as defined in section 4.2 of the November 2021 Note) on the Outstanding Balance.

52. On 11 October 2023 the Petitioner sent the Company the Notice of Default notifying the Company of the defaults under the November 2021 Note. The Notice of Default went unanswered.
53. On 14 December 2023 the Petitioner served the Statutory Demand on the Company, pursuant to section 93(a) of the Companies Act, demanding payment from the Company in the amount of US\$6,584,634.58 flowing from the November 2021 Note, consisting of:
- (a) US\$6,499,166.09, which is the full balance of the Outstanding Balance (as defined in the November 2021 Note) on the 12 November 2023 due date, inclusive of the fifteen percent (15%) Default Effect in the amount of US\$847,410.28 (as defined in the November 2021 Note) that was triggered by a Major Default under Section 4.1(a) (as defined in the November 2021 Note) which was triggered by the failure to pay, and inclusive of interest up to 12 November 2023 in the amount of US\$981,695.01 (the "**12 November 2021 Note Debt**"); and
  - (b) US\$85,468.49, which is the interest owed on the 12 November 2021 Note Debt at the rate of fifteen percent (15%) per annum accruing from 12 November 2023 calculated up to and including the date of the Statutory Demand (14 December 2023) [i.e., 32 days].
54. As of the date of this Petition, the Petitioner has received no response to the Statutory Demand from the Company.

#### **The Statutory Demand**

55. On 14 December 2023 the Petitioner served the Statutory Demand on the Company at its registered office pursuant to section 93(a) of the Companies Act.
56. The Statutory Demand demanded payment from the Company in the total sum of the US\$14,979,960.41 Debt, broken down as follows:

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- (a) in relation to the debts flowing from the April 2022 Note/Final Award, consisting of the Augmented Award Amount in the amount of US\$1,836,191.25, and US\$102,625.48 in interest owed on the Augmented Award Amount.
  - (b) in relation to the debts flowing from the June 2021 Note, consisting of the 9 June 2021 Note Debt in the amount of US\$1,472,946.53, and US\$113,800.25 in interest owed on the 9 June 2021 Note Debt.
  - (c) in relation to the debts flowing from the September 2021 Note, consisting of the 30 September 2021 Note Debt in the amount of US\$4,724,154.81, and US\$145,607.51 in interest owed on the 30 September 2021 Note Debt.
  - (d) in relation to the debts flowing from the November 2021 Note, consisting of the 12 November 2021 Note Debt in the amount of US\$6,499,166.09 and US\$85,468.49 in interest owed on the 12 November 2021 Note Debt.
57. Pursuant to Order 2, rule 2(6) of the Companies Winding Up Rules (as revised), the Statutory Demand included a statement that if payment of the Debt was not made within 21 days of the date upon which it was served on the Company's registered office, the Company would be deemed to be insolvent and a winding up petition may be presented against it in accordance with section 92(d) of the Companies Act.
58. The deadline for the payment of the Statutory Demand was 4 January 2024. The Company has failed to satisfy the Statutory Demand, or any portion of it by 4 January 2024.
59. As at the date of this Petition, the Company has failed to make any payments in satisfaction of the Debt.

**Grounds: the Company is unable to pay its debts**

60. The Petitioner seeks the making of a winding up order against the Company on the ground set out in section 93(a) of the Companies Act, that the Company is unable to pay its debts on the basis that the Company has failed to satisfy the Statutory Demand upon expiry of the 21 day period following service of the Statutory Demand.
61. Further and/or alternatively, the Company's failure to pay the Augmented Award Amount and all accrued interest owing proves that the Company is unable to pay its debts pursuant to section 93(c) of the Companies Act.
62. Further and/or alternatively, the Company's failure to pay the principal and all accrued interest, fees, charges, and late fees owing under the June 2021 Note when it fell due and payable on 9 June 2023 proves that the Company is unable to pay its debts pursuant to section 93(c) of the Companies Act.
63. Further and/or alternatively, the Company's failure to pay the principal and all accrued interest, fees, charges, and late fees owing under the September 2021 Note when it fell due and payable on 30 September 2023 proves that the Company is unable to pay its debts pursuant to section 93(c) of the Companies Act.
64. Further and/or alternatively, the Company's failure to pay the principal and all accrued interest, fees, charges, and late fees owing under the November 2021 Note when it fell due and payable on 12 November 2023 proves that the Company is unable to pay its debts pursuant to section 93(c) of the Companies Act.
65. Accordingly, the Company may be wound up by this Honourable Court pursuant to section 92(d) of the Companies Act on the basis that it is unable to pay its debts.

**Relief Sought**

66. In the premises:

- (a) The Petitioner is a creditor of the Company and has standing to present this petition under section 94(1)(b) of the Companies Act; and
- (b) The Company is unable to pay its debts pursuant to section 92(d) of the Companies Act and is therefore insolvent and should be wound up.

67. The Petitioner nominates Graham Robinson and James Parkinson of Crowe Cayman Ltd, 94 Solaris Avenue, Camana Bay, Grand Cayman, PO Box 30851, KY1-1204, Cayman Islands for appointment as joint official liquidators of the Company.

**Prayer**

Your Petitioner therefore humbly prays that:

- (1) The Company be wound up by the Court pursuant to section 92(d) of the Companies Act.
- (2) Graham Robinson and James Parkinson of Crowe Cayman Ltd, 94 Solaris Avenue, Camana Bay, Grand Cayman, PO Box 30851, KY1-1204, Cayman Islands, be appointed as joint official liquidators of the Company ("JOLs").
- (3) The JOLs shall not be required to give security for their appointment.
- (4) The JOLs have the power to act jointly and severally in their capacity as liquidators of the Company.
- (5) The JOLs be authorised to take any such action as may be necessary or desirable to obtain recognition of the official liquidation of the Company and/or their appointment in any

other relevant jurisdiction and to make applications to the courts of such jurisdictions for that purpose.

- (6) In addition to the powers set out in Part II of the Third Schedule to the Companies Act, the JOLs be authorised to exercise the powers set out in paragraphs 10 and 11 of Part I of the Third Schedule to the Companies Act pursuant to Section 110(2) of the Companies Act without requiring further sanction of the Court.
- (7) The JOLs shall have the power to engage staff (whether or not as employees of the Company) to assist the JOLs in the performance of their functions.
- (8) The JOLs be at liberty to appoint attorneys, counsel and professional advisors, whether in the Cayman Islands or elsewhere, as they may consider necessary to advise and assist them in the performance of their duties in accordance with the Order 25 of the Companies Winding Up Rules (as revised) ("CWR").
- (9) No disposition of the Company's property by, or with the authority of, the JOLs in carrying out their duties and functions and exercise of their power under this Order shall be voided by virtue of Section 99 of the Companies Act.
- (10) Subject to Section 109(2) of the Companies Act and the Insolvency Practitioners' Regulations (as revised), the JOLs' remuneration and expenses be paid out of the assets of the Company.
- (11) The JOLs be at liberty to meet all disbursements reasonably incurred in connection with the performance of their duties and, for the avoidance of doubt, all such payments shall be made as and when they fall due out of the assets of the Company as an expense of the liquidation.

(12) The costs of the Petitioner arising out of and incidental to the Petition be paid out of the assets of the Company as an expense of the liquidation, such costs to be taxed if not agreed with the JOLs.

68. The JOLs be at liberty to apply generally.

69. Such further or other relief be granted as the Court considers appropriate.

**AND** your Petitioner will ever pray etc.

**DATED** the 11<sup>th</sup> day of January 2024.

**FILED** the 11<sup>th</sup> day of January 2024.



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**BROADHURST LLC**

Attorneys-at-Law for the Petitioners

**NOTE:** This petition is intended to be served on SPI Energy Co., Ltd. at its registered office of Harneys Fiduciary (Cayman) Limited, 4<sup>th</sup> Floor, Harbour Place, 103 South Church Street, George Town, Grand Cayman, Cayman Islands.

**NOTICE OF HEARING**

TAKE NOTICE THAT the hearing of this petition will take place at the Law Courts, George Town, Grand Cayman, on the 23 day of February 2024 at 10:00 a.m. .

Any correspondence or communication with the Court relating to the hearing of this petition should be addressed to the Registrar of the Financial Services Division of the Grand Court at PO Box 495, Grand Cayman, KY1-1106, telephone 345 949 4296.