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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 13D**

Under the Securities Exchange Act of 1934  
(Amendment No. \_\_\_\_\_)\*

**Pattern Energy Group Inc.**

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(Name of Issuer)

Class A Common Stock, par value \$0.01  
(Title of Class of Securities)

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70338P 100  
(CUSIP Number)

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Nathalie Bouchard  
Senior Director, Compliance  
Public Sector Pension Investment Board  
1250 René-Lévesque Boulevard West, Suite 1400  
Montréal, Québec, Canada H3B 5E9  
514-937-2772

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(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

June 21, 2017

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(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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<b>1</b>	<b>NAMES OF REPORTING PERSONS</b> <b>I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)</b> Public Sector Pension Investment Board	
<b>2</b>	<b>CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions)</b> (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
<b>3</b>	<b>SEC USE ONLY</b>	
<b>4</b>	<b>SOURCE OF FUNDS (see instructions)</b> OO	
<b>5</b>	<b>CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)</b> <input type="checkbox"/>	
<b>6</b>	<b>CITIZENSHIP OR PLACE OF ORGANIZATION</b> Canada	
<b>NUMBER OF SHARES  BENEFICIALLY  OWNED BY EACH  REPORTING PERSON  WITH</b>	<b>7</b>	<b>SOLE VOTING POWER</b> 8,700,000
	<b>8</b>	<b>SHARED VOTING POWER</b> 0
	<b>9</b>	<b>SOLE DISPOSITIVE POWER</b> 8,700,000
	<b>10</b>	<b>SHARED DISPOSITIVE POWER</b> 0
<b>11</b>	<b>AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON</b> 8,700,000	
<b>12</b>	<b>CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)</b> <input type="checkbox"/>	
<b>13</b>	<b>PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)</b> 9.9%	
<b>14</b>	<b>TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)</b> CO	

**Item 1. Security and Issuer.**

This statement on Schedule 13D (the "Schedule 13D") relates to shares of Class A common stock, par value \$0.01 (the "Class A shares") of Pattern Energy Group Inc., a Delaware corporation (the "Issuer"). The Issuer's principal executive offices are located at Pier 1, Bay 3, San Francisco, California 94111.

**Item 2. Identity and Background.**

This Schedule 13D is filed by Public Sector Pension Investment Board ("PSP Investments").

The address of the principal business and office of PSP Investments is 1250 René-Lévesque Boulevard West, Suite 1400, Montréal, Québec, Canada H3B 5E9. PSP Investments is a Canadian Crown corporation established under the Public Sector Pension Investment Board Act. PSP Investments is one of Canada's largest pension investment managers. Its principal business is to invest funds for the pension plans of the Public Service, the Canadian Armed Forces, the Royal Canadian Mounted Police and the Reserve Force of Canada.

As of July 1, 2017, the name, business address, present principal occupation or employment, and citizenship of each director and executive officer of PSP Investments is set forth on Schedule A attached hereto and incorporated herein by reference.

During the last five years, PSP Investments has not, nor, to PSP Investments' knowledge, has any person listed on Schedule A hereto, been (i) convicted of any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to federal or state securities laws or finding any violation with respect to such laws.

This Schedule 13D is being filed while PSP Investments has obtained certain information from their respective directors and executive officers. If PSP Investments receives information concerning such individuals that would cause a material change in the disclosure contained herein, an amendment to this statement will be filed that will disclose such change.

**Item 3. Source or Amount of Funds or Other Consideration.**

PSP Investments' source of funds for the Issuer's securities owned by it were funds transferred from the Canadian government.

**Item 4. Purpose of Transaction.**

All of the Class A Shares reported herein as being beneficially owned by PSP Investments were acquired for investment purposes.

Subject to the restrictions in the documents filed herewith and as described in Item 6 below, PSP Investments reserves the right to acquire, or cause to be acquired, additional securities of the Issuer, to dispose of, or cause to be disposed, such securities at any time or to formulate purposes, plans or proposals regarding the Issuer or any of its securities, to the extent deemed advisable in light of general investment and trading policies of the Issuer, market conditions or other factors.

Except as set forth herein, PSP Investments does not have any plans or proposals that related to or would result in any of the transactions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

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**Item 5. Interest in Securities of the Issuer.**

(a)-(b) The percent of class provided below is based on a total of 87,616,747 Class A Shares outstanding as of May 4, 2017, as reported in the Issuer's quarterly report on Form 10-Q for the quarter ended March 31, 2017 filed with the Commission on May 8, 2017.

Amount beneficially owned: 8,700,000

Percent of class: 9.9%

Number of shares as to which the person has:

- i. Sole power to vote or to direct the vote: 8,700,000
- ii. Shared power to vote or to direct the vote: 0
- iii. Sole power to dispose or to direct the disposition of: 8,700,000]
- iv. Shared power to dispose or to direct the disposition of: 0

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

On June 16, 2017, PSP Investments acquired 8.7 million shares of the Issuer's Class A common stock from Pattern Energy Group LP (the "PEGI Share Acquisition"). In connection with the PEGI Share Acquisition, Pattern Energy Group LP assigned to PSP Investments its existing piggyback registration rights with respect to such shares under the Registration Rights Agreement between Pattern Development 1.0 and the Issuer, which was filed as Exhibit 10.1 to the Issuer's Current Report on Form 8-K (File No. 001-36087) filed on October 2, 2013.

On June 16, 2017, PSP Investments entered into a Joint Venture Agreement (the "Joint Venture Agreement") with the Issuer, pursuant to which, among other things, (a) PSP Investments will have the right to co-invest up to an aggregate amount of approximately \$500,000,000 (the "PSP Investments Co-Investment Amount") alongside the Issuer in energy projects it may acquire pursuant to its rights under its purchase rights agreements (with PSP Investments acquiring, at its election on a project-by-project basis, either (x) 30% or (y) a greater percentage that the Issuer may elect to offer to PSP Investments, of the Issuer's combined ownership interest in such project); (b) PSP Investments will reasonably cooperate with the Issuer on third party acquisitions and to arrange for or provide bridge loans and construction financing for certain projects that PSP Investments will invest in alongside the Issuer and (c) the Issuer will add a person that has been designated by PSP Investments to the Issuer's Board of Directors promptly following the PSP Investments Compliance Date (as defined therein). In connection with the Joint Venture Agreement, PSP Investments also agreed to a "customary" standstill for a period of twelve months.

On June 16, 2017, the Issuer entered into a Sponsor Services Agreement with PSP Investments (the "Sponsor Services Agreement"), pursuant to which the Issuer will provide certain mutually agreed services to PSP Investments and its affiliates with respect to the administration of the joint ownership of the project companies that PSP Investments invests in alongside the Issuer pursuant to the Joint Venture Agreement in exchange for certain fees set forth in the Sponsor Services Agreement.

**Item 7. Material to Be Filed as Exhibits.**

- 1 Securities Purchase Agreement by and between Pattern Development Finance Company LLC and Public Sector Pension Investment Board dated as of June 16, 2017
  - 2 Joint Venture Agreement between and Public Sector Pension Investment Board and Pattern Energy Group, Inc., dated as of June 16, 2017
  - 3 Sponsor Services Agreement between the Pattern Energy Group, Inc. and Public Sector Pension Investment Board, dated as of June 16, 2017
-

**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Public Sector Pension Investment Board

By: /s/ Nathalie Bouchard

Name: Nathalie Bouchard

Title: Senior Director, Compliance

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## PUBLIC SECTOR PENSION INVESTMENT BOARD

Directors

The present business address for each board member is: Public Sector Pension Investment Board, 1250 René-Lévesque Boulevard West, Suite 1400, Montréal, Québec, Canada H3B 5E9.

<u>NAME</u>	<u>PRESENT BUSINESS ADDRESS</u>	<u>PRESENT PRINCIPAL OCCUPATION</u>
Michael P. Mueller		Chairman of the Board
Cheryl Barker		Board member
Diane Bean		Board member
Micheline Bouchard		Board member
Léon Courville		Board member
Gamet Garven		Board member
Martin J. Glynn		Board member
Lynn Haight		Board member
Timothy E. Hodgson		Board member
William A. Mackinnon		Board member
Citizenship:		
Diane Bean:	Canadian and Jamaican	
Martin J. Glynn	Canadian and British	
Lynn Haight	Canadian and British	
Timothy E. Hodgson	Canadian, American and British	
All others:	Canadian	

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**PUBLIC SECTOR PENSION INVESTMENT BOARD**

**Executive Officers**

Except as noted below, the present business address is: Public Sector Pension Investment Board, 1250 René-Lévesque Boulevard West, Suite 1400, Montréal, Québec, Canada H3B 5E9.

<u>NAME</u>	<u>PRESENT BUSINESS ADDRESS</u>	<u>PRESENT PRINCIPAL OCCUPATION</u>
André Bourbonnais		President and CEO
Nathalie Bernier		Senior Vice President, Strategic and Business Planning, and Chief Financial Officer
Darren Baccus		Senior Vice President and Chief Legal Officer
Jean-François Bureau		Senior Vice President and Chief Risk Officer
Giulia Cirillo		Senior Vice President and Chief Human Resources Officer
Neil Cunningham		Senior Vice President, Global Head of Real Estate Investments
Alain Deschênes		Senior Vice President and Chief Operations Officer
Anik Lanthier		Senior Vice President, Public Markets and Absolute Return Strategies
David Scudellari	c/o PSP Investments USA LLC 450 Lexington Ave., Suite 3750 New York, NY 10017	Senior Vice President, Head of Principal Debt and Credit Investments
Guthrie Stewart		Senior Vice President, Global Head of Private Investments
Alison Breen		Vice President, Corporate Secretary and Chief Regulatory Officer
Citizenship:		
David Scudellari	American	
All Others:	Canadian	

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**SECURITIES PURCHASE AGREEMENT**

**by and between**

**PATTERN DEVELOPMENT FINANCE COMPANY LLC**

**and**

**PUBLIC SECTOR PENSION INVESTMENT BOARD**

**DATED JUNE 16, 2017**

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## SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this “**Agreement**”) is dated June 16, 2017 (the “**Effective Date**”) by and between Pattern Development Finance Company LLC, a Delaware limited liability company (“**Seller**”) and Public Sector Pension Investment Board, a Canadian Crown corporation under the *Public Sector Pension Investment Board Act* (Canada) (“**Purchaser**”).

### WITNESSETH:

**WHEREAS**, Seller is the record owner of certain common shares of Pattern Energy Group Inc., a Delaware corporation (“**PEGI**”) as of the date hereof; and

**WHEREAS**, Seller desires to sell or cause to be sold to Purchaser, and Purchaser desires to purchase from Seller, the Shares (as defined below) pursuant to the terms and subject to the conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the Parties, intending to be legally bound, agree as follows:

### ARTICLE I

#### DEFINITIONS; CONSTRUCTION

Section 1.1. *Defined Terms*. When used in this Agreement, the following terms shall have the respective meanings specified therefor below:

“**Accredited Investor**” has the meaning set forth in Regulation D promulgated under the Securities Act.

“**Affiliate**” of any Person shall mean any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; *provided* that, for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; *provided further*, that, PEGI shall not be deemed to be an Affiliate of Seller for the purposes of Article VI, Article VII and Article IX.

“**Applicable Law**” shall mean, with respect to any Person, any federal, state or local law, ordinance, code, rule, regulation, Order, directive having the force and effect of law, or order enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person.

“**Assignment and Acknowledgement Agreement**” shall mean the Assignment and Acknowledgement Agreement by and among PEG LP, PEGI and the Purchaser, dated as of June 16, 2017.

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“**Books and Records**” shall mean, as to any Person, the books, records, documents, instruments, accounts, correspondence, writings, evidences of title and other papers and electronic files of such Person.

“**Business Day**” shall mean any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in New York, New York, U.S.A. and Montréal, Québec, Canada.

“**Canadian Accredited Investor**” means an “accredited investor” as such term is defined in NI 45-106.

“**Code**” shall mean the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated and the rulings issued thereunder, as they apply solely in the United States.

“**Commission**” means the United States Securities and Exchange Commission.

“**Contract**” shall mean any note, bond, mortgage, indenture, guaranty, license, franchise, permit, agreement, contract, commitment, lease, purchase order, or other instrument or obligation and any amendments thereto.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.

“**Governmental Authority**” shall mean, with respect to a particular Person, the country, state, county, city and political subdivisions in which such Person or such Person’s Property is located or that exercises valid jurisdiction over any such Person or such Person’s Property, and any court, agency, department, commission, board, bureau or instrumentality of any of them and any monetary authorities that exercise valid jurisdiction over any such Person or such Person’s Property. Unless otherwise specified, all references to Governmental Authority herein shall mean a Governmental Authority having jurisdiction over, where applicable, Seller or Purchaser.

“**Governmental Entity**” shall mean any United States federal, state, or local court, arbitral tribunal, administrative agency or commission, or other governmental or regulatory agency, body or authority, or any securities exchange.

“**Indebtedness**” shall mean, with respect to any Person at any date, without duplication, any: (a) obligations of such Person relating to indebtedness for borrowed money or for the deferred purchase price of property or services with respect to which such Person is liable (including reimbursement obligations related to banker’s acceptances, surety bonds or letters of credit, whether or not matured); (b) obligations in respect of letters of credit to the extent actually then drawn; (c) obligations evidenced by a note, bond, debenture or similar debt instrument; (d) capital lease obligations; and (e) accrued interest or penalties related to any of the foregoing.

“**Lenders**” shall mean any lenders under the Margin Loan Agreement by and among Seller and certain other parties thereto, dated as of May 6, 2014.

“**Liabilities**” shall mean any and all Indebtedness, Taxes, liabilities and obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable.

“**Liens**” shall mean any liens, encumbrances, security interests, pledges, warrants, claims, options, bonds, equitable interests, easements, mortgages, charges, indentures, deeds of trust, rights of way, defects of title, encroachments, or any other restrictions or limitations on ownership or use (whether on voting, sale, transfer, use, disposition, or otherwise), whether imposed by any Contract or Law.

“**Loss**” or “**Losses**” shall mean, without duplication, any and all losses, Liabilities, judgments, damages, penalties, fines, settlements, response or remediation or inspection costs and expenses, and other costs and expenses (including reasonable attorneys’ fees and expenses), including without limitation interest on any amount payable to a Third Party as a result of the foregoing and legal, accounting, auditing or consulting fees and expenses reasonably incurred in connection with investigating or defending any claims, actions or Proceedings, whether or not resulting in liability, and all legal fees and expenses incurred by a Purchaser Indemnitee or Seller Indemnitee, as the case may be, in enforcing such indemnitee’s right to indemnification pursuant to this Agreement.

“**NI 45-106**” shall mean National Instrument 45-106 of the Canadian Securities Administrators entitled *Prospectus Exemptions*.

“**Order**” shall mean any judgment, order, injunction, decree, ruling, or writ of any Governmental Entity or any arbitrator.

“**Ordinary Course**” shall mean, with respect to any Person, the ordinary course of business of such Person, consistent with past practice and custom.

“**Organizational Documents**” shall mean, with respect to any Person, the articles of incorporation, articles of organization, certificate of incorporation, certificate of formation, certificate of limited partnership, bylaws, limited liability company agreement, partnership agreement and all other similar documents, instruments or certificates executed, adopted or filed in connection with the creation, formation or organization of such Person, including any amendments or modifications thereto.

“**Other Party**” shall mean (a) in respect of Purchaser, Seller, and (b) in respect of Seller, Purchaser.

“**Ownership Interest**” shall mean, with respect to Seller, Seller’s ownership of the Shares.

“**Party**” or “**Parties**” shall mean Seller and Purchaser, individually or collectively, as the case may be.

“**Payoff and Release Agreement**” shall mean the Payoff and Release Agreement by and among Seller, Purchaser and Lenders, dated as of June 16, 2017.

“**PEG LP**” shall mean Pattern Energy Group LP, a Delaware limited partnership.

“**Person**” shall mean and include an individual, a partnership, a limited partnership, an exempted limited partnership, a limited liability partnership, a joint venture, a corporation, an exempted company with limited liability, a limited liability company, an association, a trust, an unincorporated organization, a group and a Governmental Entity.

“**Proceeding**” shall mean any action, suit (including any counterclaim), arbitration proceeding, administrative or regulatory investigation, review, audit, proceeding, citation, summons or subpoena of any nature (civil, criminal, regulatory or otherwise) in law or in equity.

“**Property**” shall mean any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

“**Registrable Shares**” shall have the meaning set forth in the Registration Rights Agreement.

“**Registration Rights Agreement**” shall mean the Registration Rights Agreement between PEG LP and PEGI, dated as of October 2, 2013.

“**Representatives**” of any Person shall mean such Person’s directors, managers, general partners, members, officers, employees, agents, attorneys, consultants, advisors or other Persons acting on behalf of such Person.

“**SEC**” shall mean the U.S. Securities and Exchange Commission.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, and the rules and regulations thereunder.

“**Share Purchase Price**” shall mean an amount equal to \$21.90825.

“**Subsidiary**” shall have the meaning set forth in Rule 405 of the rules and regulations promulgated under the Securities Act.

“**Tax**” shall mean all taxes, assessments, charges, duties, fees, levies or other governmental charges including all United States, Canadian or foreign federal, state, provincial, territory, local and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, sales, use, value added, occupation, property, excise, severance, windfall profits, stamp, license, payroll, social security, withholding and other taxes, assessments, charges, duties, fees, levies or other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest and shall include any Liability for such amounts as a result of (i) being a transferee or successor or (ii) being a member of a combined, consolidated, unitary or affiliated group.

“**Tax Return**” shall mean any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Third Party**” shall mean any Person other than Seller or Purchaser or any Affiliate of any thereof.

Section 1.2. *Additional Defined Terms.* In addition to the terms defined in Section 1.1, additional defined terms used herein shall have the respective meanings assigned thereto in the Sections indicated below.

<b>Defined Term</b>	<b>Section</b>
Agreement	Preamble
Claim Certificate	9.1
Closing	3.1
Closing Date	3.1
Closing Purchase Price	2.3
Creditor's Rights	4.2(a)
Effective Date	Preamble
Knowledge of Purchaser	1.5
Knowledge of Seller	1.5
PEGI	Preamble
Purchaser	Preamble
Purchaser Indemnitees	9.2
Seller	Preamble
Seller Indemnitees	9.3
Shares	2.1
Termination Date	8.1(d)
Third Party Claim	9.2

Section 1.3. *Construction.* In this Agreement, unless the context otherwise requires:

(a) references to “written”, “in writing” or comparable expressions include a reference to facsimile transmission or comparable means of communication (including electronic mail); *provided that*, for the avoidance of doubt, a sender of notices under this Agreement shall comply with the provisions of Section 10.3;

(b) the phrases “delivered” or “made available” shall mean that the information referred to has been physically or electronically delivered to the relevant Parties;

(c) words expressed in the singular number shall include the plural and vice versa; words expressed in the masculine shall include the feminine and neuter gender and vice versa;

(d) references to Articles, Sections, Schedules, the Preamble and Recitals are references to articles, sections, disclosure schedules, the preamble and recitals of this Agreement, and the descriptive headings of the Articles, Sections and Schedules (as applicable) are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement;

(e) references to “day” or “days” are to calendar days;

(f) the words “hereof”, “herein”, “hereto” and “hereunder”, and words of similar import, shall refer to this Agreement as a whole and not to any provision of this Agreement;

(g) this “Agreement” or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or document as the same may have been, or may from time to time be, amended, varied, novated or supplemented in accordance with the terms thereof;

(h) “include”, “includes”, and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of similar import; and

(i) references to “Dollars”, “dollars” or “\$”, without more are to the lawful currency of United States of America.

Section 1.4. *Exhibits and Disclosure Schedules.* The Exhibits and Schedules are incorporated into and form an integral part of this Agreement.

Section 1.5. *Knowledge.* When any representation, warranty, covenant or agreement contained in this Agreement is expressly qualified by reference to the “**Knowledge of Seller**” or words of similar import, it shall mean the actual knowledge of Hunter Armistead, Dyann Blaine, Kevin Devlin, Daniel Elkort and Michael Garland. When any representation, warranty, covenant or agreement contained in this Agreement is expressly qualified by reference to the “**Knowledge of Purchaser**” or words of similar import, it shall mean the actual knowledge of Patrick Samson and Guthrie Stewart.

## ARTICLE II

### PURCHASE AND SALE

Section 2.1. *Purchase and Sale of the Shares.* On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell to Purchaser and Purchaser shall purchase from Seller, 8,700,000 common shares of PEGI (each, a “**Share**” and collectively, the “**Shares**”), free and clear of any Liens (other than restrictions on transfer under applicable securities laws or pursuant to Section 7.3).

Section 2.2. *Delivery.* In connection with the purchase of the Shares pursuant to Section 2.1, at Closing or otherwise in accordance with the Payoff and Release Agreement, the Shares will be delivered to an account in the name of the Purchaser at PEGI’s transfer agent, Computershare, in restricted book entry form.

Section 2.3. *Consideration.* In exchange for the purchase of the Shares pursuant to Section 2.1, at the Closing, Purchaser shall pay Seller by wire transfer to such bank account as shall be specified in the Payoff and Release Agreement, in immediately available funds, an amount equal to \$190,601,775.00, representing (a) the Share Purchase Price *multiplied by* (b) 8,700,000 (the “**Closing Purchase Price**”).

Section 2.4. *Assignment of Rights.* In connection with the purchase of the Shares pursuant to Section 2.1, at the Closing, Seller shall cause PEG LP to assign its piggyback registration rights under Section 2.2 of the Registration Rights Agreement with respect to the Shares and provide evidence satisfactory to Purchaser confirming such assignment; *provided, however*, that the Shares shall not be deemed to be Registrable Shares for purposes of any other section of the Registration Rights Agreement.

### ARTICLE III

#### CLOSING

Section 3.1. *Closing.* Subject to the terms and conditions hereof, the closing of the transactions contemplated hereby (the “**Closing**”) shall take place on June 21, 2017 or such other date as mutually agreed by Seller and Purchaser (the “**Closing Date**”).

Section 3.2. *Conditions to the Closing.*

(a) *Mutual Conditions.* The respective obligations of each Party to consummate the purchase and sale of the Shares shall be subject to the satisfaction on or prior to the Closing Date of the condition (which may be waived by a particular Party on behalf of itself in writing, in whole or in part, to the extent permitted by Applicable Law) that no Law shall have been enacted or promulgated, and no action shall have been taken, by any Governmental Authority of competent jurisdiction that temporarily, preliminarily or permanently restrains, precludes, enjoins or otherwise prohibits the consummation of the transactions contemplated by this Agreement or makes the transactions contemplated by this Agreement illegal.

(b) *Purchaser's Conditions.* The obligations of Purchaser to consummate the purchase of the Shares from Seller shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by Purchaser on behalf of itself in writing, in whole or in part, to the extent permitted by Applicable Law):

(i) Seller shall have performed and complied with the covenants and agreements contained in this Agreement in all material respects that are required to be performed and complied with by Seller on or prior to the Closing Date;

(ii) the representations and warranties of Seller contained in this Agreement that are qualified by materiality shall be true and correct when made and as of the Closing Date, and all other representations and warranties of Seller shall be true and correct in all material respects when made and as of the Closing Date, in each case as though made at and as of the Closing Date (except that representations and warranties made as of a specific date shall be required to be true and correct, or, if not qualified by materiality, true and correct in all material respects, as of such date only); and

(iii) Seller shall have delivered, or caused to be delivered, to Purchaser at the Closing Seller's closing deliverables described in Section 3.3.

(c) *Seller's Conditions.* The obligation of Seller to consummate the sale of the Shares to Purchaser shall be subject to the satisfaction on or prior to the Closing Date of each of the following conditions (any or all of which may be waived by Seller on behalf of itself in writing, in whole or in part, to the extent permitted by Applicable Law):

(i) Purchaser shall have performed and complied with the covenants and agreements contained in this Agreement in all material respects that are required to be performed and complied with by Purchaser on or prior to the Closing Date;

(ii) the representations and warranties of Purchaser contained in this Agreement that are qualified by materiality shall be true and correct when made and as of the Closing Date, and all other representations and warranties of Purchaser shall be true and correct in all material respects when made and as of the Closing Date, in each case as though made at and as of the Closing Date (except that representations and warranties made as of a specific date shall be required to be true and correct, or, if not qualified by materiality, true and correct in all material respects, as of such date only); and

(iii) Purchaser shall have delivered, or caused to be delivered, to Seller at the Closing Purchaser's closing deliverables described in Section 3.3.

Section 3.3. *Closing Deliverables.*

(a) At the Closing, Seller shall deliver or cause to be delivered to Purchaser (unless delivered previously) the following:

(i) its and the Lenders' executed signature page(s) to the Payoff and Release Agreement;

(ii) PEG LP's and PEGI's executed signature page to the Assignment and Acknowledgement Agreement;

(iii) a certificate of an authorized officer of Seller, certifying as to the good standing of Seller, resolutions of Seller authorizing Seller to enter into this Agreement, incumbency of the officers of Seller executing this Agreement, and such other matters as shall be reasonably requested by Purchaser;

(iv) all other documents and instruments reasonably requested by Purchaser that are necessary to transfer the Shares to Purchaser; and

(v) Shares in book entry form pursuant to Section 2.1 and Section 2.2 herein.

(b) At the Closing, Purchaser shall deliver or cause to be delivered to Seller (unless delivered previously) the following:

(i) its executed signature page(s) to the Payoff and Release Agreement;

(ii) its executed signature page to the Assignment and Acknowledgement Agreement;

- (iii) the Closing Purchase Price, by wire transfer of immediately available funds into the account designated by Seller pursuant to Section 2.3;
- (iv) a certificate of an authorized officer of Purchaser, certifying as to the resolutions of Purchaser authorizing Purchaser to enter into this Agreement, incumbency of the officers of Purchaser executing this Agreement, and such other matters as shall be reasonably requested by Seller; and
- (v) all other documents and instruments reasonably requested by Seller that are necessary to transfer the Shares to Purchaser.

#### ARTICLE IV

##### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as set forth below:

Section 4.1. *Due Organization, Good Standing and Partnership Power.* Seller is a limited partnership duly organized, validly existing and in good standing under the Laws of Delaware, and has all requisite partnership power and authority to own, lease and operate its properties and carry on its business as now being conducted. Seller is duly registered or qualified to transact business, and is in good standing under the Applicable Laws of each jurisdiction which requires such registration or qualification, except where the failure to be so registered or qualified would not reasonably be expected to prevent, materially delay or materially impair Seller's ability to consummate the transactions contemplated by this Agreement.

Section 4.2. *Authorization.*

(a) Seller has the requisite limited partnership power and authority, and has taken all limited partnership action necessary to execute and deliver this Agreement and all other documents to be executed and delivered by Seller as contemplated hereby, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby and, to the extent applicable, the performance of its obligations hereunder have been duly authorized and approved by all necessary limited partnership action on the part of Seller. This Agreement has been duly executed and delivered by Seller. Assuming that this Agreement constitutes valid and binding obligations of Purchaser, this Agreement constitutes valid and binding obligations of Seller, enforceable against Seller in accordance with the terms hereof, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Applicable Laws affecting the enforcement of creditors' rights generally and by general equitable principles, whether considered in a Proceeding in equity or at law (collectively, "**Creditor's Rights**").

(b) The execution, delivery and performance by Seller of this Agreement or any other agreement contemplated hereunder or the consummation by Seller of the transactions contemplated hereby or thereby does not or will not, after the giving of notice, or the lapse of time, or otherwise, (i) conflict with any of the provisions of the Organizational Documents of Seller, (ii) conflict with or result in a breach of, or constitute a default under any Contract to which Seller is a party or by which Seller or any of its properties or assets are bound, (iii) contravene any Applicable Law, or (iv) violate any applicable right of first offer or right of first refusal to which Seller is a party, except in the case of clauses (ii) and (iii) above, for such conflicts, breaches, defaults, consents, approvals, authorizations, declarations, filings or notices which would not reasonably be expected to prevent, materially delay or materially impair Seller's ability to consummate the transactions contemplated by this Agreement.

Section 4.3. *Consents and Approvals.*

(a) No consent of, notice to or filing with any Governmental Entity or any other Person is required to be obtained, given or made by Seller in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated by this Agreement, except for any consents, approvals, authorizations, notices or filings which have been obtained, given or made or, if not made, given or obtained, would not reasonably be expected to prevent, materially delay or impair Seller's ability to consummate the transactions contemplated by this Agreement.

Section 4.4. *Title to Shares.* Other than such liens on the Shares existing as of the Effective Date pursuant to the Margin Loan Agreement among Seller and the Lenders, dated as of May 6, 2014, (a) Seller is the sole registered and beneficial owner and holder of the Shares and (b) Seller has good and marketable title to the Shares, free and clear of all Liens (other than transfer restrictions under applicable securities laws).

Section 4.5. *Litigation.* Except as set forth on Schedule 4.5, as of the date hereof, (a) there is no Proceeding by, before or against any Governmental Entity or any other Person pending or, to the Knowledge of Seller, threatened against or affecting Seller (with respect to the Ownership Interest), which would reasonably be expected to prevent, materially delay or impair Seller's ability to consummate the transactions contemplated by this Agreement, and (b) Seller (with respect to the Ownership Interest) is not subject to any Order which would reasonably be expected to prevent, materially delay or impair Seller's ability to consummate the transactions contemplated by this Agreement.

Section 4.6. *Compliance with Laws.* Except as set forth on Schedule 4.6, Seller (with respect to the Ownership Interest) is in compliance in all material respects with all Applicable Laws and requirements of any Governmental Authority, in each case as currently enforced by the applicable Governmental Authority.

Section 4.7. *Brokers or Other Commissions.* Seller represents and warrants that there are no brokerage commissions, finders' fees or similar fees or commissions payable in connection with the sale of the Shares to Purchaser.

Section 4.8. *Transfer Taxes.* No transfer, documentary, sales, use, stamp, registration, value added and other such Taxes or fees (including any penalties or interest) shall be incurred in connection with the transactions contemplated by this Agreement, either by themselves or in combination with any other previous or subsequent transfers of common shares of PEGI.

## ARTICLE V

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller as set forth below:

Section 5.1. *Due Organization, Good Standing and Corporate Power.* Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of Canada, and has all requisite corporate power and authority to own, lease and operate its properties and carry on its business as now being conducted. Purchaser is duly registered or qualified to transact business, and is in good standing under the Laws of each jurisdiction which requires such registration or qualification, except where the failure to be so registered or qualified would not reasonably be expected to prevent, materially delay or materially impair Purchaser's ability to consummate the transactions contemplated by this Agreement.

Section 5.2. *Authorization.*

(a) Purchaser has the requisite corporate power and authority and has taken all action necessary to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby and, to the extent applicable, the performance of its obligations hereunder have been duly authorized and approved by all necessary corporate action on the part of Purchaser. This Agreement has been duly executed and delivered by Purchaser. Assuming that this Agreement constitutes valid and binding obligations of Seller, this Agreement constitutes valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms thereof, except to the extent that such enforcement may be limited by Creditor's Rights.

(b) The execution, delivery and performance by Purchaser of this Agreement or any other agreement contemplated hereunder or the consummation by Purchaser of the transactions contemplated hereby or thereby does not or will not, after the giving of notice, or the lapse of time, or otherwise, (i) conflict with any of the provisions of the Organizational Documents of Purchaser, (ii) conflict with or result in a breach of, or constitute a default under any Contract to which Purchaser is a party or by which Purchaser or any of its properties or assets are bound, or (iii) contravene any Applicable Law, except in the case of clauses (ii) and (iii) above, for such conflicts, breaches, defaults, consents, approvals, authorizations, declarations, filings or notices which would not reasonably be expected to prevent, materially delay or materially impair Purchaser's ability to consummate the transactions contemplated by this Agreement.

Section 5.3. *Consents and Approvals.*

(a) No consent of, notice to or filing with any Governmental Entity or any other Person is required to be obtained, given or made by Purchaser in connection with the execution and delivery of this Agreement by Purchaser or the consummation by Purchaser of the transactions contemplated by this Agreement, except for any consents, approvals, authorizations, notices or filings which have been obtained, given or made or, if not made, given or obtained, would not reasonably be expected to prevent, materially delay or impair Purchaser's ability to consummate the transactions contemplated by this Agreement.

Section 5.4. *Investor Status.*

(a) Purchaser is an Accredited Investor, and has sufficient knowledge, sophistication and experience in business and financial matters so as to be capable of evaluating the merits and risks of the transactions contemplated hereunder and is capable of bearing the economic risks inherent therein. Purchaser understands that the Shares issued hereunder have not been registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act that depends upon, among other things, the *bona fide* nature of the investment intent and the accuracy of Purchaser's representations as expressed herein.

(b) Purchaser further understands that the Shares acquired by it hereunder are "restricted securities" within the meaning of Rule 144 under the Securities Act and that Purchaser may not sell the Shares acquired by it hereunder unless such Shares are registered with the Commission and qualified by state authorities or an exemption from such registration and qualification requirements is available; in particular, Purchaser is aware that the Shares may not be sold pursuant to Rule 144 promulgated under the Securities Act unless all of the conditions of Rule 144 are met.

(c) Purchaser is acquiring the Shares for its own account, for investment only and not with a view to, or any present intention of, effecting a distribution of such securities or any part thereof except pursuant to a registration or an available exemption under Applicable Law.

(d) Purchaser acknowledges that the Shares will bear, in book-entry form, restrictive legends substantially the same as the following:

THE SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY STATE SECURITIES LAWS AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO STANDSTILL OBLIGATIONS PURSUANT TO THAT CERTAIN JOINT VENTURE AGREEMENT, DATED AS OF JUNE 16, 2017 (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF PATTERN ENERGY GROUP INC.) WHICH PROVIDES, AMONG OTHER THINGS, FOR CERTAIN RESTRICTIONS ON THE TRANSFER THEREOF. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID AGREEMENT SHALL BE VOID.

UNLESS PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT THE DATE THAT IS 4 MONTHS AND ONE DAY FOLLOWING THE CLOSING DATE].

Section 5.5. *Litigation.* There are no actions, suits, proceedings, hearings, orders, investigations, complaints or claims pending or, to the Knowledge of Purchaser, threatened against Purchaser, that are reasonably likely to prohibit or restrain the ability of Purchaser to enter into this Agreement or consummate the transactions contemplated hereby.

Section 5.6. *Financing.* Purchaser will on the Closing Date have sufficient unrestricted cash on hand or availability under its existing credit facilities to pay the Closing Purchase Price hereunder and to pay all other amounts required to be paid by Purchaser at the Closing pursuant to the terms of this Agreement, and all of its Representatives' fees and expenses incurred in connection with the transactions contemplated by this Agreement.

Section 5.7. *Due Diligence Review.* Purchaser acknowledges that PEGI is a publicly traded company, and Purchaser has conducted its own due diligence review with respect to PEGI, including review of forms, registration statements, reports, schedules, statements, financial statements and any notes thereto filed by PEGI under the Exchange Act or the Securities Act and is entering into the transactions contemplated by this Agreement based in part on such investigation, and except for the specific representations and warranties made by Seller in Article IV, Seller is not making any other representations or warranties.

Section 5.8. *Canadian Prospectus Exemption and Resale Restriction.*

(a) Purchaser is purchasing the Shares in the Province of Québec as principal for its own account pursuant to the prospectus exemption under section 2.3 of NI 45-106.

(b) Purchaser is a crown corporation and, as such, is a Canadian Accredited Investor under paragraph (f) of the definition of "accredited investor" in NI 45-106.

(c) Purchaser acknowledges that (i) if the Shares are represented by a certificate or certificates, the certificate(s) representing the Shares will bear the following legend: "UNLESS PERMITTED UNDER APPLICABLE CANADIAN SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT THE DATE THAT IS 4 MONTHS AND ONE DAY FOLLOWING THE CLOSING DATE]", and (ii) if the Shares are entered into a direct registration or other electronic book-entry system, or if the Purchaser does not directly receive a certificate representing the Shares, the Purchaser has received written notice containing the foregoing legend restriction notation, and in each case neither PEGI nor any transfer agent of PEGI will register any transfers of such Shares not made in compliance with such restrictions on resale.

## ARTICLE VI

### PRE-CLOSING COVENANTS

Section 6.1. *Pre-Closing Access to Records.* From the date hereof to the earlier of the Closing Date or the date that this Agreement is terminated in accordance with Article VIII, except as required by Applicable Law or otherwise expressly permitted or contemplated by this Agreement, Seller shall permit Purchaser and its authorized Representatives, at the sole cost of Purchaser, to have reasonable access, subject to a reasonable claim of attorney-client privilege, during normal business hours and with reasonable prior written notice, to Seller's Books and Records, to the extent related to Seller's Ownership Interest.

Section 6.2. *Commercially Reasonable Efforts; Cooperation.*

(a) Purchaser and Seller shall each use its respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper and advisable to consummate the transactions contemplated by this Agreement.

(b) Without limiting the generality of Section 6.2(a), neither Purchaser nor Seller shall take any action, or permit any of its Affiliates to take any action, to materially diminish the ability of any Party to consummate, or materially delay any Party's ability to consummate, the transactions contemplated hereby, including taking any action that is intended or would reasonably be expected to result in any of the conditions to any Party's obligations to consummate the transactions contemplated hereby to not be satisfied.

**ARTICLE VII**

**POST-CLOSING COVENANTS**

Section 7.1. *Public Announcements.* Seller, on the one hand, and Purchaser, on the other hand, shall not, and shall cause their respective controlled Affiliates and Representatives not to, issue any press release or otherwise make any public statement with respect to the transactions contemplated by this Agreement without the prior consent of the Other Party (which consent shall not be unreasonably withheld, delayed or conditioned), unless required by Applicable Law or regulations of any applicable stock exchange, in which case the Party required to issue the press release or make the public statement shall, prior to issuing such press release or making such public statement, use its commercially reasonable efforts to allow the Other Party reasonable time to comment on such release or statement.

Section 7.2. *Further Assurances.* From time to time after the Closing, Purchaser and Seller will, at their own cost and expense, execute and deliver such further instruments, certificates and documents and take such further actions as the Other Party may reasonably request in order to effectuate the purposes of this Agreement, to carry out the terms hereof applicable to them, to more fully and completely convey the Shares from Seller to Purchaser, or to otherwise more fully give effect to the transactions contemplated hereby.

Section 7.3. *Restriction on Transfer.* Without the prior written consent of Seller, during the period commencing on the Closing Date and ending on the date that is 180 days thereafter, Purchaser shall refrain from offering, pledging, selling, contracting to sell, selling any option or contract to purchase, purchasing any option or contract to sell, granting any option, right or warrant for the sale of, lending or otherwise disposing of or transferring, directly or indirectly, any or all of the Shares.

## ARTICLE VIII

### TERMINATION

Section 8.1. *Termination of Agreement.* This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of Seller and Purchaser;
- (b) by Purchaser, if it is not in material default of any of its covenants, agreements or obligations hereunder and if there has been a breach by Seller of any of its obligations, representations or warranties contained in this Agreement that has not been waived in writing and that renders the conditions set forth in Section 3.2(a) or Section 3.2(b) incapable of being satisfied by the Termination Date, and in each case such breach is not cured (if able to be cured) within fifteen (15) Business Days of receipt of notice thereof by Purchaser to Seller;
- (c) by Seller, if it is not in material default of any of its covenants, agreements or obligations hereunder and if there has been a breach by Purchaser of any of its obligations, representations or warranties contained in this Agreement that has not been waived in writing and that renders the conditions set forth in Section 3.2(a) or Section 3.2(c) incapable of being satisfied by the Termination Date, and in each case such breach is not cured (if able to be cured) within fifteen (15) Business Days of receipt of notice thereof by Seller to Purchaser;
- (d) by either Seller or Purchaser, if the Closing shall not have occurred on or before (i) July 16, 2017 (the "**Termination Date**") or (ii) such later date as the Parties may agree upon in writing; *provided*, however, that the right to terminate this Agreement under this Section 8.1(d) shall not be available to (A) Purchaser, if Purchaser's breach of any provision of this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date, or (B) Seller, if Seller's breach of any provision of this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date; or
- (e) by either Seller or Purchaser, if a Governmental Authority has issued a nonappealable final judgment that consummation of the transactions contemplated in this Agreement is illegal.

Section 8.2. *Effect of Termination.* Notwithstanding the foregoing, termination of this Agreement pursuant to Section 8.1 (other than Section 8.1(a)) shall not in any way limit or restrict the rights and remedies of any Party against any other Party that has violated or breached any of the representations, warranties, agreements or other provisions of this Agreement prior to termination hereof. In the event of termination of this Agreement by Purchaser or Seller as provided above in Section 8.1(d) or Section 8.1(e), this Agreement shall forthwith become void and there shall be no liability on the part of Purchaser or Seller (or their respective officers or directors), except this Section 8.2, and Article X shall survive any termination of this Agreement.

## ARTICLE IX

### SURVIVAL; INDEMNIFICATION

Section 9.1. *Survival of Representations and Warranties.* The respective representations and warranties of Seller and Purchaser contained in this Agreement shall survive the Closing Date until the date that is twelve (12) months from the Closing Date, except that (a) the representations and warranties contained in Section 4.1 (Due Organization, Good Standing and Partnership Power), Section 4.2(a) (Authorization), Section 4.4 (Title to Shares), Section 5.1 (Due Organization, Good Standing and Corporate Power), and Section 5.2(a) (Authorization) shall survive the Closing Date and terminate upon the expiration of the relevant statute of limitations. Each covenant and other agreement of Seller or Purchaser hereunder shall survive in accordance with its terms. No Person shall be liable for any claim for indemnification under this Article IX unless a claim certificate ("**Claim Certificate**") is delivered by the Person seeking indemnification to the Person from whom indemnification is sought prior to the expiration of the applicable survival period, in which case the representation, warranty, covenant or agreement which is the subject of such Losses described in the Claim Certificate shall survive, to the extent of the Losses described in such Claim Certificate only, until such Losses are resolved, whether or not the amount of the Losses resulting from such breach has been finally determined at the time the Claim Certificate is delivered.

Section 9.2. *Indemnification by Seller.* Subject to the other provisions set forth in this Article IX, from and after the Closing, Seller agrees to and shall indemnify, defend and hold harmless Purchaser and its Affiliates and each of their respective Representatives, direct and indirect parent companies, shareholders, partners, members, managers, officers and directors (the "**Purchaser Indemnitees**") from and against, and pay and reimburse each Purchaser Indemnitee for, any Losses (whether or not such Losses arise out of a Third Party claim ("**Third Party Claim**") suffered, incurred or paid, directly or indirectly, by them as a result of, arising out of or related to:

- (a) any breach of or inaccuracy in any representation or warranty made by Seller contained in this Agreement; or
- (b) any breach of any covenant or agreement by Seller contained in this Agreement.

Section 9.3. *Indemnification by Purchaser.* Subject to the other provisions set forth in this Article IX, from and after the Closing, Purchaser agrees to and shall indemnify, defend and hold harmless Seller and its Affiliates and each of their respective Representatives, direct and indirect parent companies, shareholders, partners, members, managers, officers and directors (the "**Seller Indemnitees**") from and against, and pay and reimburse each Seller Indemnitee for, any Losses (whether or not such Losses arise out of a Third Party Claim) suffered, incurred or paid, directly or indirectly, by them as a result of, arising out of, or related to:

- (a) any breach of or inaccuracy in any representation or warranty made by Purchaser in this Agreement; or

(b) any breach of any covenant or agreement by Purchaser contained in this Agreement.

Section 9.4. *Sole Remedy/Waiver.* Except as otherwise provided herein, or in the case of fraud or willful misconduct, the remedies provided for in this Article IX shall be the sole and exclusive remedies for any breach of any representation or warranty under this Agreement.

Section 9.5. *Treatment of Indemnification Payments.* Any payment made pursuant to the indemnification obligations arising under this Agreement shall be treated as an adjustment to the Closing Purchase Price for Tax purposes.

## ARTICLE X

### MISCELLANEOUS

Section 10.1. *Expenses.* Except as otherwise provided in this Agreement, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby will be paid by the Party incurring such cost or expense.

Section 10.2. *Extension; Waiver.* Any agreement on the part of any Party to extend the time for the performance of the obligations or waive any breach by the Other Party shall be valid only if set forth in an instrument in writing signed by or on behalf of such Party. No failure or delay on the part of any Party hereto in the exercise of any right hereunder shall impair such right or be construed as a waiver of, or acquiescence in, any breach of any representation, warranty, covenant or agreement herein, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right.

Section 10.3. *Notices.* Except as otherwise provided herein, all notices, requests, claims, demands, waivers and other communications hereunder shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by email transmission (in the case of email transmission, with copies by overnight courier service or registered mail) to the respective Parties as follows (or, in each case, as otherwise notified by any of the Parties hereto) and shall be effective and deemed to have been given (a) immediately when sent email between 9:00 A.M. and 6:00 P.M. (New York City time) on any Business Day (and when sent outside of such hours, at 9:00 A.M. (New York City time) on the next Business Day), and (b) when received if delivered by hand or overnight courier service or certified or registered mail on any Business Day:

(i) If to Seller, to:

Pattern Development Finance Company LLC  
Pier 1, Bay 3  
San Francisco, CA 94111  
U.S.A.  
Attention: General Counsel  
Email: [generalcounsel@pattenergy.com](mailto:generalcounsel@pattenergy.com)

with a copy (which shall not constitute notice or service of process) to:

Vinson & Elkins LLP  
666 Fifth Avenue  
New York, New York 10103  
U.S.A.  
Attention: Robert Seber  
email: rseber@velaw.com

(ii) if to Purchaser, to:

Public Sector Pension Investment Board  
1250 René-Lévesque Blvd, West, Suite 1400  
Montréal, Québec H3B 5E9  
Canada  
Attention: Managing Director, Infrastructure Investments  
Email: vertuousenergy@investpsp.ca and legalnotices@investpsp.ca

with a copy (which shall not constitute notice or service of process) to:

Davies Ward Phillips & Vineberg LLP  
1501 McGill College Avenue  
26th Floor  
Montréal, Québec H3A 3N9  
Canada  
Attention: Franziska Ruf and Olivier Désilets  
email: fruf@dwpv.com and odesilets@dwpv.com

Notices sent by multiple means, each of which is in compliance with the provisions of this Agreement will be deemed to have been received at the earliest time provided for by this Agreement.

Section 10.4. *Entire Agreement.* This Agreement, together with the Exhibits and Schedules hereto, contains the entire understanding of the Parties hereto with respect to the subject matter contained herein and supersedes all prior agreements and understandings, oral and written, with respect thereto.

Section 10.5. *Binding Effect; Benefit; Assignment.* This Agreement shall inure to the benefit of and be binding upon the Parties hereto. Except with respect to Article IX hereof, which shall inure to the benefit of each Purchaser Indemnitee and Seller Indemnitee, all of whom are intended as express third-party beneficiaries thereof, no other Person not party to this Agreement shall be entitled to the benefits of this Agreement. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the Other Party to this Agreement.

Section 10.6. *Amendment and Modification.* This Agreement may not be amended, modified or supplemented except by a written instrument executed by all Parties to this Agreement.

Section 10.7. *Counterparts.* This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Agreement may be delivered by email transmission of scanned pdf images, which shall have the same legal effect as an originally executed counterpart.

Section 10.8. *Applicable Law.*

(a) This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

(b) The state or federal courts located in the State of Delaware shall have exclusive jurisdiction over any and all disputes between the Parties hereto, whether in law or equity, arising out of or relating to this Agreement, the other agreements, instruments and documents contemplated hereby and thereby and the transactions contemplated hereby and thereby, and the Parties hereto consent to and agree to submit to the exclusive jurisdiction of such courts. Each of the Parties hereto waives and agrees not to assert in any such dispute, to the fullest extent permitted by Applicable Law, any claim that (i) such Party is not personally subject to the jurisdiction of such courts, (ii) such Party and such Party's property is immune from any legal process issued by such courts or (iii) any proceeding commenced in such courts is brought in an inconvenient forum. The Parties hereto hereby agree that mailing of process or other papers in connection with any such proceeding in the manner provided in [Section 10.3](#), or in such other manner as may be permitted by Applicable Law shall be valid and sufficient service thereof and hereby waive any objections to service accomplished in the manner herein provided.

Section 10.9. *Severability.* If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner adverse to any Party hereto. Upon such a determination, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

Section 10.10. *Specific Enforcement.* The Parties agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached or threatened to be breached and that an award of money damages would be inadequate in such event. Accordingly, it is acknowledged that the Parties shall be entitled to equitable relief, without proof of actual damages, including an Order for specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at Applicable Law or in equity as a remedy for any such breach or threatened breach. Each Party further agrees that neither any Party hereto nor any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this [Section 10.10](#), and each Party hereto irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

Section 10.11. *Waiver of Jury Trial.* EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES, AND SHALL CAUSE ITS SUBSIDIARIES AND AFFILIATES TO WAIVE, ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.12. *Joint Drafting.* The Parties hereto agree that they have been represented by counsel during the negotiation and execution of this Agreement and have participated jointly in the drafting of this Agreement and, therefore, waive the application of any Applicable Law, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be duly executed by their respective officers thereunto duly authorized, all as of the date first above written.

**PATTERN DEVELOPMENT FINANCE COMPANY LLC**

By: \_\_\_\_\_  
Name:  
Title:

**PUBLIC SECTOR PENSION INVESTMENT BOARD**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_

**Material Litigation**

None.

Schedule 4.5 - 1

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Compliance with Laws

None.

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**PUBLIC SECTOR PENSION INVESTMENT BOARD**

**and**

**PATTERN ENERGY GROUP INC.**

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**JOINT VENTURE AGREEMENT**

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JUNE 16, 2017

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**JOINT VENTURE AGREEMENT**

THIS JOINT VENTURE AGREEMENT (the “**Agreement**”) made as of June 16, 2017,

B E T W E E N:

**PUBLIC SECTOR PENSION INVESTMENT BOARD**, an Entity having its registered office at 1250 Rene-Levesque Blvd. West, Suite 1400, Montreal, Quebec, H3B 5E9, Canada (hereinafter referred to as “**PSP**”),

– and –

**PATTERN ENERGY GROUP INC.**, a Delaware corporation having its principal executive offices at Pier 1, Bay 3, San Francisco, California, 94111, United States (hereinafter referred to as “**PEGI**”).

WHEREAS, PEGI and PSP (each a “**JV Participant**” and collectively, the “**JV Participants**”) have agreed to jointly own certain assets (to the extent contemplated in this Agreement) acquired through PEGI’s rights of first offer with Pattern Energy Group LP, a Delaware limited partnership (“**Pattern Development 1.0**”), and with Pattern Energy Group 2 LP, a Delaware limited partnership (“**Pattern Development 2.0**”), pursuant to those certain amended and restated Purchase Rights Agreements, dated as of the date hereof, by and between PEGI and Pattern Development 1.0 and Pattern Development 2.0, respectively, and attached hereto as Exhibits A-1 and A-2, respectively (each, a “**Purchase Rights Agreement**” and collectively, the “**Purchase Rights Agreements**”);

WHEREAS, PSP and Pattern Development 1.0 have entered into that certain Securities Purchase Agreement, dated as of the date hereof, pursuant to which PSP shall acquire 8,700,000 shares of Class A common stock, \$0.01 par value per share, of PEGI (the “**PEGI Share Acquisition**” and such shares, the “**PSP PEGI Shares**”);

WHEREAS, (i) PEGI, PSP and Pattern Development 1.0 have entered into that certain Purchase and Sale Agreement, dated as of the date hereof, regarding the Meikle Project (as defined therein), pursuant to which PSP and PEGI shall jointly acquire the Meikle Project from Pattern Development 1.0, (ii) PEGI, PSP and Pattern Development 1.0 have entered into that certain Purchase and Sale Agreement, dated as of the date hereof, regarding the Mont Sainte-Marguerite Project (as defined therein), pursuant to which PSP and PEGI shall jointly acquire the Mont Sainte-Marguerite Project from Pattern Development 1.0 and (iii) PEGI and PSP have entered into that certain Purchase and Sale Agreement, dated as of the date hereof, regarding the Panhandle 2 Project (as defined therein), pursuant to which PSP shall acquire 49% of the B Interest (as defined therein) of the Panhandle 2 Project from PEGI (such purchase and sale agreements, the “**Initial Acquisition PSAs**” and such projects, the “**Initial Acquisition Projects**”);

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WHEREAS, PEGI and PSP have entered into that certain Sponsor Services Agreement (the “**Sponsor Services Agreement**”), dated as of the date hereof, which is attached hereto as Exhibit B, pursuant to which PEGI will provide certain services to each Subject Project Company (as defined herein); and

NOW THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), it is hereby agreed as follows:

ARTICLE 1  
Definitions and Interpretation

Section 1.01. *Definitions.*

Where used in this Agreement, the following terms shall have the following meanings, respectively:

“**96% Call Right**” has meaning set forth in Section 3.01(d);

“**Accepted First Offer**” has the meaning set forth in Section 3.01(c);

“**Affiliate**” means, in respect of a party, any Person that as at the time determined, (i) Controls such party, (ii) is Controlled by such party, or (iii) is Controlled by the same Person that Controls such party; *provided* that (x) no Subject Project Company shall be deemed an Affiliate of either PEGI or PSP for any purpose hereunder, (y) neither Pattern Development 1.0 nor Pattern Development 2.0 shall be deemed an Affiliate of either PEGI or PSP for any purpose hereunder and (z) No JV Participant shall be deemed an Affiliate of the other JV Participant for any purpose hereunder;

“**Applicable Law**” means:

- (a) applicable federal, state, provincial or municipal laws, orders-in-council, bylaws, codes, rules, policies, regulations and statutes;
- (b) applicable orders, decisions, codes, judgments, rules, injunctions, decrees, awards and writs of any Governmental Authority;
- (c) applicable rulings and conditions of any license, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; and
- (d) any requirements under or prescribed by applicable common laws;

“**Assigned Final Offer Rights**” has the meaning set forth Section 3.01(d);

“**Business Day**” means any day other than a Saturday, Sunday or federal holiday in San Francisco, California, USA or Montreal, Quebec, Canada;

“**Call Participation Offer**” has the meaning set forth in [Section 3.01\(e\)](#);

“**Change in Tax Law**” means a change in any Applicable Law relating to Taxes or any interpretation thereof pursuant to which either (i) the PSP Investment Entity becomes a Disqualified Tax-Exempt Person, or (ii) PSP (or if applicable, any Canadian intermediate parent that is a Subsidiary of PSP) becomes exempt from U.S. federal withholding Tax, other than through modification of the Tax Treaty;

“**Code**” means the Internal Revenue Code of 1986, as amended;

“**Co-Investment Amount**” means the sum of (without duplication) (i) the aggregate purchase price to be paid by PSP pursuant to each Joint Acquisition Acceptance, (ii) the aggregate purchase price set forth in each Final Rights Project Offer submitted by PSP that is accepted by the Subject Project Interest Seller, (iii) the aggregate purchase price to be paid by PSP in the Initial Acquisitions pursuant to the Initial Acquisition PSAs and (iv) the aggregate purchase price to be paid by PSP pursuant to any transactions under [Section 3.01\(i\)](#) or [Section 3.01\(k\)](#), in each case taking into account any “make whole” payments, increases in purchase price, purchase price adjustments, indemnification payments or payments pursuant to any other compensation mechanics made by PSP or its Affiliates to a Subject Project Interest Seller or PEGI or their respective Affiliates in connection with any such acquisitions arising from or relating to PSP investing in a Canadian Subject Project Interest as a tax-exempt Canadian Crown Corporation as opposed to as a Non-Tax-Exempt Person. In the event the purchase price to be paid by PSP under a Joint Acquisition Acceptance, Final Rights Project Offer, Initial Acquisition PSA or transaction under [Section 3.01\(i\)](#) is included in the calculation of the Co-Investment Amount and PSP’s participation in the transaction contemplated thereby is terminated without a closing occurring, then the Co-Investment Amount shall be reduced by the amount of the purchase price that was to be paid by PSP;

“**Co-Investment Right Termination Event**” has the meaning set forth in [Section 3.04\(a\)](#);

“**Competitively Sensitive Information**” has the meaning set forth in [Section 4.01\(b\)](#);

“**Confidential Information**” has the meaning set out in [Section 4.01\(a\)](#);

“**Contract**” means any agreement, indenture, contract, purchase order, lease, sublease, deed of trust, license, option or instrument, in any case, whether written or oral;

“**Control**” or “**control**” means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint more than 50% of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by Contract, trust or otherwise, and “**Controlled**” and “**Controlling**” have corresponding meanings;

“**Covered First Offer**” has the meaning set forth in [Section 3.01\(b\)](#);

“**Covered Subject Project Interest**” means a Subject Project Interest, other than an Excluded Subject Project Interest or a Prior Project Interest;

“**Covered Project**” means any Project (as defined in the Purchase Rights Agreement with Pattern Development 1.0 or Pattern Development 2.0, as applicable) that is not located in Japan and that is not underlying a Prior Project Interest;

“**Covered Project Transfer Notice**” has the meaning set forth in [Section 3.01\(a\)](#);

“**Cure Notice**” has the meaning set forth in [Section 3.03\(c\)](#);

“**Diligence Materials**” has the meaning set forth in [Section 3.01\(g\)](#);

“**Diligence Period**” has the meaning set forth in [Section 5.04\(b\)](#);

“**Disclaiming Party**” has the meaning set forth in [Section 5.04\(b\)](#);

“**Disqualified Tax-Exempt Person**” means any Person that is treated as (i) a “tax-exempt entity” within the meaning of Section 168(h)(2) of the Code or (ii) a “tax-exempt controlled entity” within the meaning of Section 168(h)(6)(F) of the Code.

“**Documentation Period**” has the meaning set forth in [Section 3.02\(c\)](#);

“**Early Closing Acceptance Period**” has the meaning set forth in [Section 3.03\(e\)](#);

“**Early Closing Date**” has the meaning set forth in [Section 3.03\(e\)](#);

“**Early Closing Notice**” has the meaning set forth [Section 3.03\(d\)](#);

“**Early Closing Waived Conditions**” has the meaning set forth in [Section 3.03\(e\)](#);

“**Encumbrance**” means any mortgage, lien, encumbrance, charge, pledge, assignment by way of security, security interest, title retention, preferential right or trust arrangement, easement or any other security arrangement or any other arrangement having the same effect;

“**Entity**” means any Person other than a natural Person;

“**Exchange Act**” has the meaning set forth in [Section 4.05](#);

“**Excluded Declination**” has the meaning set forth in [Section 3.04\(a\)\(i\)](#);

“**Excluded Subject Project Interest**” means any Subject Project Interest for a Subject Project Company that is located in Japan;

“**Expected Closing Date**” has the meaning set forth in [Section 3.03\(a\)](#);

“**Failed Condition Closing Notice**” has the meaning set forth in [Section 3.03\(d\)](#);

“**Failed Condition Event**” has the meaning set forth in [Section 3.03\(d\)](#);

“**Failed Condition Waiver Certification**” has the meaning set forth in [Section 3.03\(d\)](#);

“**Final Rights Project Offer**” has the meaning set forth in the Purchase Rights Agreements;

“**Final Offer Notice**” has the meaning set forth in [Section 3.01\(d\)](#);

“**First Nations**” means any governing body of any first nations, Métis and/or indigenous and/or aboriginal tribe(s) and/or band(s)

“**First Rights Project Offer**” has the meaning set forth in the Purchase Rights Agreements;

“**First Rights Offer Period**” has the meaning set forth in the Purchase Rights Agreements;

“**First Rights Project Declination**” has the meaning set forth in the Purchase Rights Agreements;

“**Fiscal Year**” means every 12-month period beginning on January 1 and ending on December 31;

“**Form Joint Acquisition PSA**” has the meaning set forth in [Section 3.02\(a\)](#);

“**GAAP**” means the accounting principles generally accepted in the United States of America;

“**Governing Documents**” means, with respect to any Entity that is a corporation, its articles or certificate of incorporation or memorandum and articles of association, as the case may be, its bylaws and its shareholders’ agreement; with respect to any Entity that is a limited partnership, its certificate of limited partnership and its limited partnership or operating agreement; with respect to any Entity that is a limited liability company, its certificate of formation and its limited liability company or operating agreement; with respect to any Entity that is a trust or similar Entity, its declaration or agreement of trust or its constituent document; and with respect to any other Entity, its comparable organizational documents, in each case, as has been amended or restated;

“**Governmental Authority**” means any federal or national, state, provincial, county, municipal or local government or regulatory or supervisory department, body, political subdivision, commission, agency, instrumentality, ministry, court, judicial or administrative body, taxing authority, or other authority thereof (including any corporation or other entity owned or controlled by any of the foregoing) acting in a regulatory capacity and having jurisdiction over the matter or Person in question;

“**Hold Period**” has the meaning set forth in Section 4.05(b);

“**Independent Tax Advisor**” means a nationally recognized accounting firm mutually acceptable to both JV Participants;

“**Initial Acquisitions**” means the acquisitions of the Initial Acquisition Projects contemplated by the Initial Acquisition PSAs;

“**Initial Acquisition Projects**” has the meaning set forth in the preamble to this Agreement;

“**Initial Acquisition PSAs**” has the meaning set forth in the preamble to this Agreement;

“**Joint Acquisition**” has the meaning set forth in Section 3.02(a);

“**Joint Acquisition Acceptance**” has the meaning set forth in Section 3.01(f);

“**Joint Acquisition Closing**” has the meaning set forth in Section 3.03(a);

“**Joint Acquisition Declination**” has the meaning set forth in Section 3.01(f);

“**Joint Acquisition Election Period**” has the meaning set forth in Section 3.01(f);

“**Joint Acquisition Executory Period**” has the meaning set forth in Section 3.03(a);

“**Joint Acquisition Governance Agreements**” has the meaning set forth in Section 3.02(b);

“**Joint Acquisition Offer**” has the meaning set forth in Section 3.01(c);

“**Joint Acquisition PSA**” has the meaning set forth in Section 3.02(a);

“**Joint Acquisition Termination**” has the meaning set forth in Section 3.03(a);

“**JV Participants**” has the meaning set forth in the preamble to this Agreement;

“**Material Contracts**” means, in respect of each Subject Project Interest jointly acquired by PSP and PEGI, Contracts of the types described in Exhibit E;

“**Meikle Governance Agreements**” means (i) the Meikle Wind Energy Limited Partnership Amended and Restated Limited Partnership Agreement among an Affiliate of Pattern, an Affiliate of PSP and Meikle Wind Energy Corp. and (ii) the Meikle Wind Energy Corp. Shareholder Agreement among an Affiliate of Pattern, an Affiliate of PSP and Meikle Wind Energy Corp., the forms of which are attached to the Joint Acquisition PSA for the Meikle wind project dated on or about the date of this Agreement;

“**MW**” means megawatt, a unit of power equal to one million watts;

“**Non-Competition Agreement**” means the Second Amended and Restated Non-Competition Agreement among Pattern Development 1.0, PEGI and Pattern Development 2.0;

“**Non-Tax-Exempt Person**” means in respect of a Canadian project, any Person that is not exempt from Canadian federal income taxation under Section 149 of the Income Tax Act (Canada);

“**Outside Closing Date**” means the Outside Closing Date as it will be defined in each Joint Acquisition PSA.

“**Pattern Development 1.0**” has the meaning set forth in the preamble to this Agreement;

“**Pattern Development 2.0**” has the meaning set forth in the preamble to this Agreement;

“**PEGI**” has the meaning set forth in the preamble to this Agreement;

“**PEGI Board**” means the board of directors of PEGI;

“**PEGI Confidential Information**” has the meaning set forth in [Section 4.01\(a\)](#);

“**PEGI NGC**” means the nominating, governance and compensation committee of the PEGI Board;

“**PEGI Purchase Declination**” has the meaning set forth in [Section 3.01\(b\)](#);

“**PEGI Share Acquisition**” has the meaning set forth in the preamble to this Agreement;

“**PEGI Solo PSA**” has the meaning set forth in [Section 3.01\(f\)](#).

“**Permitted Transferee**” means, with respect to any Person, a Controlled Affiliate of such Person; *provided* that, with respect to PSP, none of its portfolio companies or other investments shall be deemed a Permitted Transferee;

“**Person**” means an individual, partnership, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, pension fund, bank, trust company, loan company, insurance company, land trust, business trust or other organization, whether or not legal Entities, and any Governmental Authority and any political subdivision thereof;

“**Prior Project Interest**” has the meaning set forth in [Section 3.03\(f\)](#);

“**Proceeding**” means any judicial, administrative or arbitral action, cause of action, suit, claim, demand, citation, summons, subpoena, investigation of which the party being investigated has received written notice, examination or audit of which the party in question has received written notice, whether civil, criminal or regulatory, in law or in equity, in each case by, on behalf of, before or involving any court, tribunal, arbitrator or other Governmental Authority;

“**Project Transfer Notice**” has the meaning set forth in the Purchase Rights Agreements;

“**PSA Failure**” has the meaning set forth in [Section 3.03\(c\)](#);

“**PSP**” has the meaning set forth in the preamble to this Agreement;

“**PSP Closing Conditions**” has the meaning set forth in [Section 3.03\(e\)](#);

“**PSP Co-Invest Percentage**” means, with respect to any Joint Acquisition, the percentage of the Subject Project Interest that PEGI offers to PSP for PSP to acquire pursuant to the applicable Joint Acquisition Offer of Call Participation Offer; *provided* that (i) the PSP Co-Invest Percentage shall in no event be less than thirty percent (30%), and (ii) if the percentage of the Subject Project Interest that PEGI offers to PSP is greater than thirty percent (30%), then PSP shall, at the time it delivers a Joint Acquisition Acceptance, elect whether the PSP Co-Invest Percentage related to the applicable Subject Project Interest shall equal (x) the percentage of the Subject Project Interest that PEGI offered to PSP or (y) thirty percent (30%) (and if PSP fails to so make such an election, the PSP Co-Invest Percentage for such Subject Project Interest shall equal the percentage offered by PEGI);

“**PSP Co-Invest Rights**” has the meaning set forth in [Section 3.04\(a\)](#);

“**PSP Compliance Date**” means the date on which PSP notifies PEGI in writing that the appointment of the PSP Designee to the PEGI Board will not constitute a breach (or potential breach) of any Applicable Law to which PSP or any of its Affiliates is subject;

“**PSP Confidential Information**” has the meaning set forth in [Section 4.01\(c\)](#);

“**PSP Designee**” means the individual designated by PSP and communicated to PEGI contemporaneously with the entering into of this Agreement or, if such individual is unwilling or unable to serve as the PSP Designee, such other individual as PSP may designate and that is acceptable to the PEGI NGC;

“**PSP Early Closing Acceptance**” has the meaning set forth in [Section 3.03\(e\)](#);

“**PSP Early Closing Declination**” has the meaning set forth in [Section 3.03\(e\)](#);

“**PSP Investment Entity**” has the meaning set forth in [Section 3.02\(e\)](#);

“**PSP MW**” means, with respect to any Subject Project Interest, the total MW of such Subject Project Interest multiplied by the applicable PSP Co-Invest Percentage.

“**PSP Partial Acceptance**” has the meaning set forth in Section 3.03(e);

“**PSP PEGI Shares**” has the meaning set forth in the preamble to this Agreement;

“**PSP Required Consents**” has the meaning set forth in Section 3.02(a);

“**Purchase Price**” has the meaning set forth in Exhibit C;

“**Purchase Price Adjustment**” has the meaning set forth in Exhibit C;

“**Purchase Rights Agreement**” has the meaning set forth in the preamble to this Agreement;

“**Registration Rights Agreement**” means the Registration Rights Agreement between Pattern Development 1.0 and PEGI, dated as of October 2, 2013;

“**Representatives**” has the meaning set forth in Section 4.01(a);

“**SEC**” has the meaning set forth in Section 4.05;

“**Standstill Period**” has the meaning set forth in Section 4.05;

“**Status Schedule**” has the meaning set forth in Section 3.04(c);

“**Status Schedule Objection Notice**” has the meaning set forth in Section 3.04(c);

“**Subject Project Company**” means with respect to any Subject Project Interest, the Entity the ownership of which is represented by such Subject Project Interest;

“**Subject Project Interest**” has the meaning set forth in the Purchase Rights Agreements;

“**Subject Project Interest Seller**” has the meaning set forth in Section 3.01(b);

“**Subsidiary**” means, with respect to any Entity, any other Entity of which such Entity (either alone or through or together with any other Subsidiary) owns, directly or indirectly, more than 50% of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such legal Entity;

“**Tax**” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including, but not limited to, withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount, and any liability for any of the foregoing as transferee and (ii) liability for the payment of any amount as a result of being party to any agreement or arrangement (whether or not written) entered into for the allocation, apportionment, sharing or assignment of any tax liability or benefit, or the transfer or assignment of income, revenues, receipts, or gains for the purpose of determining any Person’s tax liability;

“**Tax Loss**” means (i) any Tax and (ii) any economic damages or losses relating to Tax, including but not limited to those attributable to unavailability or deferral of any Tax loss, deduction or credit, any indemnification or make-whole payments made to any Person, and any economic adjustment under any tax equity, joint venture or other arrangement (including any delay or reduction in any allocation of profits, loss and/or tax attributes or any distribution of cash or proceeds from any Subject Project Company or a holding vehicle thereof).

“**Tax Treaty**” means the United States–Canada Income Tax Convention.

“**Valuation Expert**” has the meaning set forth in Section 3.01(k).

ARTICLE 2  
Representations and Warranties of the JV Participants

Each JV Participant hereby represents and warrants to the other JV Participant as follows:

Section 2.01. *Authority; Validity of Agreements; No Violations.*

(a) Such JV Participant has the necessary power and authority or legal capacity, as applicable, to execute and deliver this Agreement and each other agreement contemplated hereby to which such JV Participant is or will be a party, and to perform such JV Participant’s obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. This Agreement and each other agreement contemplated hereby to which such JV Participant is or will be a party is, or will be, duly and validly executed and delivered by such JV Participant and upon execution will constitute (assuming due authorization, execution and delivery by each of the other parties thereto), a valid and legally binding obligation of such JV Participant, enforceable against such JV Participant in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Laws affecting the enforcement of creditors’ rights or by general principles of equity, whether such enforceability is considered in a court of law, a court of equity or otherwise.

(b) The execution, delivery and performance of this Agreement and any other agreement contemplated hereby to which such JV Participant is or will be a party, and the consummation by such JV Participant of the transactions contemplated hereby and thereby, will not, with or without the giving of notice, the passage of time or both: (i) violate any Applicable Law; (ii) result in a breach by such JV Participant of, conflict with, result in a termination of, contravene or constitute a default (or give rise to any right of termination, cancellation, payment or acceleration) under, any of the terms, conditions or provisions of any Contract or other instrument or obligation to which such JV Participant is a party, or by which such JV Participant or any of its properties or assets may be bound; (iii) conflict with, or result in a breach of, the Governing Documents of such JV Participant, or (iv) result in the creation of any Encumbrance upon such JV Participant’s properties or assets, except, in the case of clauses (i), (ii) and (iv), as would not, individually or in the aggregate, reasonably be expected to prevent or materially impair or materially delay the ability of such JV Participant to perform its obligations hereunder or under any other agreement contemplated hereby on a timely basis.

(c) Such JV Participant is duly organized and is validly existing and in good standing under the laws of its jurisdiction of organization.

Section 2.02. *No Proceedings.*

There is no Proceeding pending or, to the knowledge of such JV Participant, threatened, against such JV Participant that, individually or in the aggregate, would reasonably be expected to prevent or materially impair or materially delay the ability of such JV Participant to perform its obligations hereunder or under any other agreement contemplated hereby on a timely basis.

Section 2.03. *Consents and Approvals.*

Except for consents, the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to prevent, materially impair or materially delay the ability of such JV Participant to perform its obligations hereunder or under any other agreement contemplated hereby (other than a Joint Acquisition PSA or an Initial Acquisition PSA) on a timely basis, such JV Participant is not required to obtain any consent in connection with the execution, delivery and performance of this Agreement and any other agreement contemplated hereby (other than a Joint Acquisition PSA or an Initial Acquisition PSA) to which such JV Participant is or shall be a party.

Section 2.04. *Brokers and Finders.*

No agent, broker, financial advisor or other intermediary acting on behalf of such JV Participant is, or will be, entitled to any broker's commission, finder's fees or similar payment in connection with the transactions contemplated hereby (other than any Joint Acquisition or any Initial Acquisition) from any Person other than such JV Participant.

ARTICLE 3  
Joint Asset Acquisitions

Section 3.01. *PSP Co-Invest Right.*

(a) From the date hereof until the first occurrence of a Co-Investment Right Termination Event, promptly after receipt by PEGI of a Project Transfer Notice with respect to a Covered Subject Project Interest from either Pattern Development 1.0 or Pattern Development 2.0, as applicable, under a Purchase Rights Agreement (each, a "**Covered Project Transfer Notice**"), PEGI shall promptly deliver to PSP a copy of the Covered Project Transfer Notice. For the avoidance of doubt, nothing in this Article 3 shall give PSP any rights with respect to an Excluded Subject Project Interest.

(b) If (i) PEGI (in its sole discretion) delivers a First Rights Project Offer regarding a Covered Project Transfer Notice (the “**Covered First Offer**”) to Pattern Development 1.0 or Pattern Development 2.0 (as applicable, the “**Subject Project Interest Seller**”), then PEGI shall promptly deliver written notice to PSP informing PSP that it has delivered a First Rights Project Offer with respect to the applicable Subject Project Interest (which notice, for the avoidance of doubt, shall not include a copy of the First Rights Project Offer or any of the terms or conditions thereof) or (ii) PEGI (in its sole discretion) delivers a First Rights Project Declination regarding a Covered Project Transfer Notice to the Subject Project Interest Seller (the “**PEGI Purchase Declination**”), then PEGI shall promptly deliver a copy of such First Rights Project Declination to PSP; *provided* that PEGI shall not, without the prior written consent of PSP, deliver a Covered First Offer or a PEGI Purchase Declination prior to the expiration of the applicable First Rights Offer Period.

(c) If a Subject Project Interest Seller accepts (or is deemed to have accepted) a Covered First Offer under the applicable Purchase Rights Agreement (an “**Accepted First Offer**”) then PEGI shall promptly give PSP written notice (the “**Joint Acquisition Offer**”) setting forth (i) a copy of the applicable First Rights Project Offer and (ii) the PSP Co-Invest Percentage offered by PEGI.

(d) If (i) the Subject Project Interest Seller rejects a Covered First Offer for a Subject Project Interest under the applicable Purchase Rights Agreement or (ii) PEGI delivers, or is deemed to have delivered, a PEGI Purchase Declination with respect to such Subject Project Interest under the applicable Purchase Rights Agreement then PEGI shall provide prompt written notice thereof to PSP (a “**Final Offer Notice**”) and PEGI shall (and hereby does) automatically and without any further action assign to PSP PEGI’s right to make a Final Rights Project Offer under such Purchase Rights Agreement with respect to such Subject Project Interest (the “**Assigned Final Offer Rights**”). In furtherance of the foregoing, PEGI shall reasonably cooperate with PSP to allow PSP to make, as an assignee of the Assigned Final Offer Rights, a Final Rights Project Offer for such Subject Project Interest under and in accordance with the terms of such Purchase Rights Agreement. For the avoidance of doubt (x) the Final Offer Notice shall not include a copy of the First Rights Project Offer or any of the terms or conditions thereof and (y) the Assigned Final Offer Rights shall consist solely of PEGI’s right to submit a Final Rights Project Offer with respect to the applicable Covered Project Transfer Notice under the applicable Purchase Rights Agreement, and shall not include any of PEGI’s other rights under the Purchase Rights Agreements (including without limitation (i) PEGI’s rights under Section 3.2(d) of the Purchase Rights Agreement with Pattern Development 1.0 in connection with the rejection of a First Rights Project Offer, (ii) PEGI’s rights under Section 2.2(d) of the Purchase Rights Agreement with Pattern Development 2.0 in connection with the rejection of a First Rights Project Offer and (iii) PEGI’s rights (the “**96% Call Right**”) under Section 2.2(d) of the Purchase Rights Agreement with Pattern Development 2.0), all of which are hereby expressly retained exclusively by PEGI and shall be applicable with respect to any Final Rights Project Offer made by PSP as if such Final Rights Project Offer made by PSP were a third party offer, however, the Assigned Final Offer Rights will be subject to PEGI’s rights under Section 3.2(d) of the Purchase Rights Agreement with Pattern Development 1.0 in connection with the rejection of a Final Rights Project Offer and Section 3.2(d) of the Purchase Rights Agreement with Pattern Development 2.0 in connection with the rejection of a Final Rights Project Offer. PSP shall provide copies of any notices or other documents it provides to the applicable Subject Project Interest Seller in connection with the exercise of, or otherwise related to, the Assigned Final Offer Rights substantially concurrently with the delivery thereof to the applicable Subject Project Interest Seller, and if PSP (in its sole discretion) makes a Final Rights Project Offer, then PSP shall deliver a copy of such Final Rights Project Offer to PEGI substantially concurrently with the delivery thereof to the applicable Subject Project Interest Seller.

(e) If PEGI exercises the 96% Call Right with respect to a Covered Subject Project Interest (including any Covered Subject Project Interest with respect to which PSP made a Final Rights Project Offer), then PEGI shall promptly give PSP written notice (the “**Call Participation Offer**”) setting forth (i) a copy of the applicable First Rights Project Offer that was rejected by Pattern Development 2.0, (ii) the applicable purchase price for the Covered Subject Project Interest, which shall equal 96% of the purchase price set forth in the rejected First Rights Project Offer and (iii) the PSP Co-Invest Percentage offered by PEGI.

(f) Within thirty (30) calendar days (or ten (10) Business Days, in the case of a Call Participation Offer) following the delivery to PSP of a Joint Acquisition Offer or Call Participation Offer (the “**Joint Acquisition Election Period**”), PSP shall deliver a written notice (which notice shall be irrevocable once given) either (i) agreeing to acquire in accordance with this Article 3 the applicable PSP Co-Invest Percentage of the applicable Subject Project Interest on the terms and conditions (economic and otherwise) set forth in the Joint Acquisition Offer or Call Participation Offer, as applicable (a “**Joint Acquisition Acceptance**”) in which case Section 3.02 shall apply or (ii) declining to acquire such interest in the applicable Subject Project Interest (a “**Joint Acquisition Declination**”). If PSP fails to deliver a valid Joint Acquisition Acceptance prior to the expiration of a Joint Acquisition Election Period, then PSP shall be deemed to have delivered the applicable Joint Acquisition Declination immediately following the end of the 30<sup>th</sup> calendar day following the delivery to PSP of the applicable Joint Acquisition Offer or immediately following the end of the tenth Business Day following the delivery to PSP of a Call Participation Offer. If PSP delivers (or is deemed to have delivered) a Joint Acquisition Declination, then PEGI may (but shall not be obligated under this Joint Venture Agreement to) enter into a definitive agreement, based on the Form Joint Acquisition PSA with such modifications as PEGI in good faith determines are necessary or desirable to reflect the terms and conditions of the First Rights Project Offer and any other terms and conditions specific to the applicable Subject Project Interest, to acquire the applicable PSP Co-Invest Percentage of the applicable Subject Project Interest in accordance with the applicable Purchase Rights Agreement (a “**PEGI Solo PSA**”) (x) at the “Purchase Price” (as defined in Exhibit C) set forth in the applicable Joint Acquisition Offer or Call Participation Offer (which price may be subject to a “Purchase Price Adjustment” (as defined in Exhibit C) mechanism that is not materially more favorable to PEGI than set forth in such Joint Acquisition Offer or Call Participation Offer (as applicable) or, if such Joint Acquisition Offer or Call Participation Offer (as applicable) is silent as to Purchase Price Adjustment mechanism, not materially more favorable to PEGI than the Purchase Price Adjustment mechanism described in the Form Joint Acquisition PSA and (y) on other terms and conditions that are not materially more favorable to PEGI than those set forth in the applicable Joint Acquisition Offer or Call Participation Offer, as supplemented by the Form Joint Acquisition PSA, and PSP shall not be entitled to participate in such transaction or otherwise acquire any ownership interest in such Subject Project Interest, except as provided in Section 3.01(i). If a final PEGI Solo PSA negotiated by PEGI decreases the Purchase Price or changes the other terms and conditions (including any Purchase Price Adjustment mechanism) in a manner that is, in the aggregate, materially more favorable to PEGI than those set forth in the applicable First Rights Project Offer as supplemented by the Form Joint Acquisition PSA, PEGI shall provide PSP with the opportunity to acquire the applicable PSP Co-Invest Percentage of such Subject Project Interest on the terms and conditions contemplated by such PEGI Solo PSA, as amended, and shall reasonably cooperate with PSP’s efforts in connection therewith. If, following the execution of a PEGI Solo PSA that did not decrease the Purchase Price or change other terms and conditions in a manner materially more favorable to PEGI than those set forth in the applicable First Rights Project Offer, PEGI amends such PEGI Solo PSA in a manner that decreases the Purchase Price or changes the other terms and conditions (including any Purchase Price Adjustment mechanism) in a manner that is, in the aggregate materially more favorable to PEGI than those set forth in the applicable PEGI Solo PSA, PEGI shall provide PSP with the opportunity to acquire the applicable PSP Co-Invest Percentage of such Subject Project Interest on the terms and conditions contemplated by such PEGI Solo PSA, as amended, and shall reasonably cooperate with PSP’s efforts in connection therewith. PSP shall notify PEGI in writing whether or not it desires to acquire the applicable PSP Co-Invest Percentage of the applicable Subject Project Interest pursuant to either of the two immediately preceding sentences promptly (and in any event within twenty (20) Business Days of PSP’s receipt of the applicable PEGI Solo PSA or amendment), and if PSP delivers such a notice with respect to a Subject Project Interest then any prior Joint Acquisition Declination with respect to such Subject Project Interest shall thereafter be treated as an Excluded Declination.

(g) From such time as a Covered Project Transfer Notice is received by PEGI with respect to a Subject Project Interest and continuing until PSP no longer has the right to potentially participate in the purchase of such Subject Project Interest in accordance with this Article 3 (such period, the “**Diligence Period**”): (x) PEGI will provide to PSP the financial model, project summary and data room access provided by the Subject Project Interest Seller for such Subject Project Interest and PSP will be afforded timely access to all material information (including consultant reports but excluding any PEGI internal analyses or any Competitively Sensitive Information) related to the applicable Subject Project Interest (collectively, “**Diligence Materials**”) so that PSP can conduct its own independent due diligence on the applicable Subject Project Interest and (y) upon delivery by PEGI to PSP of a Joint Acquisition Offer, a Final Offer Notice or a Call Participation Offer with respect to such Subject Project Interest, PEGI shall use its commercially reasonable efforts to coordinate such due diligence and other meetings (including in the case PSP makes a Final Rights Project Offer as provided in Section 3.01(d) that is accepted by the applicable Subject Project Interest Seller, arranging for direct negotiations) with the applicable Subject Project Interest Seller as PSP may reasonably request. Notwithstanding anything to the contrary in this Agreement, nothing herein shall provide PSP the right to receive any information, reports, minute books, memoranda or other materials (whether written or oral) prepared by, or at the direction of, the conflicts committee of the board of directors of PEGI.

(h) (i) Except as provided in Section 3.01(g) above or Section 3.02 below, PSP shall not, and shall cause its Affiliates and each of its and their respective Representatives acting on its or their behalf not to, communicate with a Subject Project Interest Seller concerning a Subject Project Interest without PEGI's prior consent and any such Affiliate or Representative that receives any confidential information or Diligence Materials regarding any Subject Project Interest will be subject to the confidentiality obligations under Section 4.01, including, without limitation Section 4.01(e), and PSP shall not, and shall cause its Affiliates not to, bid on or otherwise compete with PEGI for the acquisition of a Subject Project Interest other than pursuant to the exercise of its rights under this Article 3.

(i) In the event a Subject Project Interest Seller has the right under the applicable Purchase Rights Agreement to sell a Subject Project Interest to any Person other than PEGI or PSP in connection with an Assigned Final Offer Right, neither PSP nor any of its Affiliates shall acquire such Subject Project Interest without PEGI's prior written consent; *provided* that if PEGI enters into a definitive agreement to acquire any Subject Project Interest that is a Covered Subject Project Interest pursuant to such third party marketing process, PEGI shall provide PSP with the opportunity to acquire a PSP Co-Invest Percentage in such Covered Subject Project Interest pursuant to the procedures set forth in this Article 3, *mutatis mutandis*.

(j) For the avoidance of doubt, PEGI shall, subject to the provisions of this Agreement including, without limitation, Section 3.02, determine all of the terms and conditions (whether economic or otherwise) of any First Rights Project Offer and the percentage of any PSP Co-Invest Percentage at its sole discretion, and nothing herein shall give PSP any right to participate in any internal PEGI deliberations or external counterparty discussions (including with Pattern Development 1.0 or Pattern Development 2.0) related to any First Rights Project Offer, PSP Co-Invest Percentage or 96% Call Right. Nothing in this Agreement shall prevent PEGI from acting solely in its own interest (or require PEGI to consider any interest of PSP or any other Person) when determining whether to make (or decline to make) a First Rights Project Offer or the terms and conditions (economic and otherwise) thereof or whether to exercise (or decline to exercise) the 96% Call Right or when determining any PSP Co-Invest Percentage.

(k) Any First Rights Project Offer made by PEGI shall be a *bona fide* good faith reflection of the terms on which PEGI desires to acquire the applicable Subject Project Interest and PEGI shall not take any action in connection with the submission of a First Rights Project Offer or the right of first offer process under either Purchase Rights Agreement with the purpose of circumventing the PSP Co-Invest Rights. In the event of any acquisition of PEG LP Interests or PEG 2 LP Interests (as defined in the Purchase Rights Agreement with Pattern Development 1.0 and Pattern Development 2.0, respectively) by PEGI pursuant to the Purchase Rights Agreement with Pattern Development 1.0 or Pattern Development 2.0, then PEGI shall provide PSP with the opportunity to acquire a PSP Co-Invest Percentage in each Covered Project so acquired at a price equal to the fair market value of the Covered Project multiplied by the applicable PSP Co-Invest Percentage and on other terms and conditions that are consistent with other similar recently consummated Joint Acquisitions (and PEGI shall reasonably cooperate with PSP's efforts in connection therewith); *provided* that if PSP objects to PEGI's proposed purchase price for a Covered Project, it may deliver written notice of such objection to PEGI and thereafter (i) PEGI and PSP shall reasonably and in good faith cooperate to try to resolve such objection and (ii) if PEGI and PSP do not resolve such dispute to their mutual satisfaction within 10 Business Days, then (x) each of PEGI and PSP shall retain (at its sole cost and expense) a reputable independent third-party valuation expert (each, a "**Valuation Expert**"), and such Valuation Experts shall mutually designate a third Valuation Expert who shall be jointly retained by PEGI and PSP (at their equally shared cost and expense), (y) each of such three Valuation Experts shall independently determine the fair market value of the Covered Project and (z) the arithmetic mean of such three valuations multiplied by the PSP Co-Invest Percentage shall be the purchase price for the Covered Project.

Section 3.02. *Joint Acquisition Documentation.*

(a) Following a Joint Acquisition Acceptance, PEGI shall in good faith use its commercially reasonable efforts to negotiate a purchase agreement with the Subject Project Interest Seller (a “**Joint Acquisition PSA**”) for the purchase by PSP and PEGI of the Subject Project Interest (a “**Joint Acquisition**”) based on the form attached hereto as Exhibit C (the “**Form Joint Acquisition PSA**”), with such modifications as PEGI in good faith determines (after consultation with PSP) are necessary or desirable to reflect the Accepted First Offer and any other terms and conditions specific to the applicable Joint Acquisition; *provided that* (i) each Joint Acquisition PSA shall include, as a condition precedent for the benefit of the purchaser thereunder, the obtaining of all consents and approvals required from any Governmental Authority, any First Nation or under Applicable Law or that are, in the reasonable opinion of PSP, required or advisable as a direct and proximate result of PSP’s participation in the applicable Joint Acquisition, in each case in order to consummate the Joint Acquisition (collectively, the “**PSP Required Consents**”), (ii) the Outside Closing Date in each Joint Acquisition PSA will be no earlier than the Expected Closing Date for such Joint Acquisition, and (iii) any modifications that disproportionately and adversely impact PSP shall require the prior written consent of PSP. PSP acknowledges and agrees that subject to Section 3.02(d) below, PEGI shall have no obligation to revise any transaction or project company structures or terms in a manner that is adverse to PEGI in any material respect in order to make the transaction more favorable to PSP or otherwise facilitate PSP’s investment in a Subject Project Interest.

(b) Concurrently with the negotiation and execution of a Joint Acquisition PSA, PEGI and PSP shall reasonably and in good faith negotiate definitive agreements for the governance arrangements for the applicable Subject Project Company (collectively, the “**Joint Acquisition Governance Agreements**”), with such Joint Acquisition Governance Agreements to be effective at the Joint Acquisition Closing. The Joint Acquisition Governance Agreements shall reflect the terms attached hereto as Exhibit D and the terms set forth in the Meikle Governance Agreements as well as, with respect to any United States Subject Project Company, Section 3.02(e) and 3.02(f) of this Agreement, with such changes, modifications or supplements as may be reasonably agreed to by PEGI and PSP. Each of PEGI and PSP agrees that it shall cause any of its Affiliates that indirectly owns a Subject Project Interest to comply with any restrictions on transfers set out in the Joint Acquisition Governance Agreements for the applicable Subject Project Company.

(c) If, by the tenth (10<sup>th</sup>) Business Day after PEGI delivers to PSP (x) a Joint Acquisition PSA for a Subject Project Interest in a form that has been agreed to by PEGI and the Subject Project Interest Seller in accordance with Section 3.02(d) and that PEGI is ready, willing and able to execute and (y) proposed forms of the Joint Acquisition Governance Agreements regarding the applicable Subject Project Company that reflect the terms attached hereto as Exhibit D (the “**Documentation Period**”) either (i) PSP does not enter into such Joint Acquisition PSA for such Subject Project Interest or (ii) PSP and PEGI do not reach final agreement on the Joint Acquisition Governance Agreements relating to the applicable Subject Project Company, then, notwithstanding its prior delivery of a Joint Acquisition Acceptance, PSP shall be deemed to have delivered a Joint Acquisition Declination with respect to the applicable Subject Project Interest and, for the avoidance of doubt, PEGI will be entitled to (but shall not be obligated under this Joint Venture Agreement to) acquire the applicable PSP Co-Invest Percentage of the applicable Subject Project Interest in accordance with the applicable Purchase Rights Agreement at the price and on other terms and conditions that are not, in the aggregate, materially more favorable to PEGI than those set forth in the applicable Joint Acquisition Offer or Call Participation Offer, and PSP shall not be entitled to participate in such transaction or otherwise acquire any ownership interest in such Subject Project Interest, except as provided in Section 3.01(i).

(d) Subject to Section 3.02(e) below, PSP and PEGI shall cooperate in good faith to structure each Joint Acquisition in the most Tax efficient manner for both JV Participants and in compliance with all Tax laws and regulations, and all requirements of the Public Sector Pension Investment Board Act applicable to PSP, taking into account that PSP and its wholly-owned subsidiaries are tax-exempt Canadian Crown Corporations. Notwithstanding anything to the contrary in this Agreement, if PSP desires to structure its investment in any Canadian Subject Project Interest as a tax-exempt Canadian Crown Corporation, PEGI and PSP shall negotiate in good faith to determine appropriate mechanics to accomplish such a structure; *provided* that such mechanics shall (i) in no event cause PEGI or its Affiliates to incur any Taxes in excess of those that would have applied to PEGI or its Affiliates (as determined under Applicable Law in effect at such time) had PSP’s proportionate share of the investment been owned by a Non-Tax-Exempt Person unless such additional Taxes do not affect the overall economic return of PEGI and its Affiliates, (ii) give PEGI the same economic return on PEGI’s proportionate share of the investment that would have applied had PSP’s proportionate share of the investment been owned by a Non-Tax-Exempt Person, (iii) in no event cause a Subject Project Company or PEGI or their respective Affiliates to breach any representations or warranties or any contractual obligations in respect of the Canadian Subject Project Interest and (iv) in no event result in any economic adjustments (including under any tax equity or other financing arrangements relating to such Canadian Subject Project Interest, through the payment of any indemnification or “make whole” payments, any adjustments to the purchase price or purchase price adjustments, any indemnification payments, adjustment to the terms of any financing (including through adjustments to “flip points”, allocations of profits, loss and/or tax attributes or other adjustments directly or indirectly having economic impacts on PEGI) or otherwise) related to the Joint Acquisition that would not have applied had PSP’s proportionate share of the investment been owned by a Non-Tax-Exempt Person; and *provided, further*, that in no event shall PEGI be required to make any “make whole” payments, pay an increased purchase price or bear the cost of any purchase price adjustment, indemnification payment or other compensation mechanic to any Subject Project Interest Seller for any Taxes incurred by such Person in excess of those that would have applied (as determined under Applicable Law in effect at such time) had PSP’s proportionate share of the Canadian investment been owned by a Non-Tax-Exempt Person as opposed to a tax-exempt Canadian Crown Corporation unless such payments or costs do not affect the overall economic return of PEGI and its Affiliates. The provisions of this Section 3.02(d) shall not apply in respect of the Initial Acquisition of the Mont Sainte-Marguerite Project and the Meikle Project.

(e) PSP's investment interest acquired through any Joint Acquisition or Initial Acquisition with respect to any United States Subject Project Company shall be held for the entire term of the applicable investment by or through a U.S. entity (the "**PSP Investment Entity**") directly or indirectly wholly-owned by PSP (i) that is treated (pursuant to a valid election under Treasury Regulations Section 301.7701-3 or otherwise) as a domestic corporation for U.S. federal income tax purposes subject to U.S. federal income taxation as a regular C corporation, and (ii) dividends or interest paid by which entity to PSP (or, if applicable, to any Canadian intermediate parent that is a Subsidiary of PSP) are not fully exempt from U.S. federal income taxation under the Code or Article XXI of the Tax Treaty.

(f) In the event of a Change in Tax Law that, as determined under Section 3.02(i), could reasonably be expected to cause PEGI to realize a Tax Loss with respect to a Joint Acquisition of a United States Subject Project Company that it would not have realized if such Change in Tax Law had not taken place, PSP and PEGI shall cooperate in good faith to determine a new structure for such Joint Acquisition that would not result in such a Tax Loss. If PSP and PEGI cannot determine such a structure, then PSP shall, at its option, either indemnify, defend and hold PEGI harmless for such Tax Loss or be excluded from such Joint Acquisition.

(g) In the absence of a Change in Tax Law, the structure described in Section 3.02(e) shall be used for all Joint Acquisitions of United States Subject Project Companies.

(h) Each JV Participant (the "first JV participant") shall indemnify, defend and hold the other JV Participant and its Affiliates harmless from any Tax Loss suffered by such other JV Participant or its Affiliates if, as determined under Section 3.02(i), such Tax Loss results from actions taken by the first JV Participant or an Affiliate of the first JV Participant that (i) change its organizational structure or legal form, (ii) change its Tax status or characterization (by affirmative election or otherwise), or (iii) effect a transfer, assignment or pledge of all or part of any Subject Project Interest or interest in an Initial Acquisition Project (or, in each case, an interest in a holding vehicle thereof) to, or otherwise cause any such interests to be owned by, a Disqualified Tax-Exempt Person. For the avoidance of doubt, this Section 3.02(h) shall apply to both the Initial Acquisitions and Joint Acquisitions.

(i) Determinations under Section 3.02(f) and (h) shall be made by PEGI based on a written opinion of legal counsel (a copy of which shall be furnished by PEGI to PSP in advance of such determination). If, after consultation with its own legal and tax advisors, PSP disagrees with such opinion, PSP shall notify PEGI of such disagreement, in which case the determination shall be submitted to the Independent Tax Advisor for resolution. The fees of the Independent Tax Advisor shall be borne by PEGI and PSP pro-rata in accordance with the applicable PSP Participation Percentage (or PSP's ownership interest in the project underlying the Initial Acquisition).

Section 3.03. *Joint Acquisition Executory Period.*

(a) During the period (the "**Joint Acquisition Executory Period**") from the execution of a Joint Acquisition PSA or Initial Acquisition PSA until the closing of the Joint Acquisition contemplated thereby (the "**Joint Acquisition Closing**") or earlier termination of the applicable Joint Acquisition PSA or Initial Acquisition PSA in accordance with its terms without the Joint Acquisition Closing occurring thereunder (the "**Joint Acquisition Termination**"), PSP and PEGI shall promptly share with each other all material information each of them receives from or on behalf of the applicable Subject Project Interest Seller in connection with the applicable Joint Acquisition (except that PEGI shall not be required to share any Competitively Sensitive Information). Concurrently with the execution of a Joint Acquisition PSA, PEGI shall, in consultation with PSP, determine the target date for the Joint Acquisition Closing (the "**Expected Closing Date**"), which will afford PSP a reasonable period of time to obtain all PSP Required Consents.

(b) Subject to the terms and conditions set forth in a Joint Acquisition PSA or Initial Acquisition PSA, PSP and PEGI shall (and shall cause their Affiliates to) use commercially reasonable efforts to take promptly, or cause to be taken promptly, all actions, and to do promptly, or cause to be done promptly, and to assist and cooperate with the other party and its Affiliates in doing, all things necessary, proper or advisable to consummate and make effective the applicable Joint Acquisition, including using commercially reasonable efforts to (i) take all actions necessary, proper or advisable to cause the conditions to closing set forth in such Joint Acquisition or PSA Initial Acquisition PSA, as applicable, to be promptly satisfied or fulfilled, (ii) promptly prepare and file with any Governmental Authority or First Nation, or any other third party, all documentation to effect all necessary or reasonably advisable filings, notices, petitions, statements, registrations, submissions of information, applications and other documents (including, as may be required in connection with the PSP Required Consents), (iii) promptly obtain and maintain all necessary third-party waivers, consents and approvals (including the PSP Required Consents) and (iv) obtain any acquisition financing contemplated by such Joint Acquisition PSA or Initial Acquisition PSA, as applicable, on the terms and conditions set forth therein and in the commitment letters related thereto. Notwithstanding the foregoing or any other provision of this Agreement, no JV Participant will be required, for purposes of obtaining any regulatory approval (including under the Competition Act and HSR Act), to (x) propose or agree to accept any undertaking or condition, enter into any consent agreement, make any divestiture or accept any operational restriction or other behavioral remedy, (y) take any action that, in the reasonable judgment of such JV Participant, could be expected to limit the right of such JV Participant to own or operate all or any portion of the business or assets of a Subject Project Company, or any of its Subsidiaries, or of such JV Participant or any of its Affiliates, or to conduct their respective affairs in a manner consistent with how they each conduct their affairs as of the date of this Agreement, or (z) contest or defend any Proceeding, whether judicial or administrative, seeking to prohibit, prevent, restrict or unwind the consummation of all or a part of a Joint Acquisition.

(c) In the event PSP breaches or repudiates any of its obligations under a Joint Acquisition PSA or an Initial Acquisition PSA and such breach or repudiation (x) is not cured by PSP within thirty (30) days (or such shorter cure period as may be provided for in the applicable Joint Acquisition PSA or Initial Acquisition PSA) following the earlier of (A) PEGI delivering written notice of such breach or repudiation to PSP or (B) PSP having actual knowledge of such breach or repudiation and (y) results or would reasonably be expected to result in any failure of any portion of the applicable Joint Acquisition Closing (a “**PSA Failure**”), (i) PSP shall be deemed to have delivered a Joint Acquisition Declination with respect to the applicable Subject Project Interest and (ii) without limiting any of PEGI’s rights or remedies with respect thereto under Applicable Law, PEGI shall have the right, in its sole discretion, upon prior written notice to PSP (a “**Cure Notice**”) to cure such breach and to terminate PSP’s participation in the Joint Acquisition, in which case PSP shall (and hereby does) automatically and without any further action assign to PEGI all of its rights under the applicable Joint Acquisition PSA or Initial Acquisition PSA, in which event PEGI may fund up to the entire purchase price under the applicable Joint Acquisition PSA or Initial Acquisition PSA and acquire up to 100% of the applicable Subject Project Interest or Initial Acquisition Project, and PSP shall have no right to acquire any interest in the applicable Subject Project Interest or Initial Acquisition Project, except as provided in Section 3.01(i). In furtherance of the foregoing, in the event all of the conditions precedent to the obligation of PSP and PEGI to consummate a Joint Acquisition Closing under a Joint Acquisition PSA or an Initial Acquisition PSA, as applicable, have been satisfied and PEGI has irrevocably confirmed in a writing delivered to PSP, that it stands ready, willing and able to consummate the applicable Joint Acquisition Closing and to fund its pro rata share of the purchase price thereunder in accordance with the terms of the applicable Joint Acquisition PSA or Initial Acquisition PSA, and PSP thereafter fails to promptly (and in any event within twenty-four (24) hours of receipt of such written confirmation from PEGI) certify in writing that it is ready, willing and able to do so, subject only to PEGI doing so concurrently, PSP shall be deemed to have committed a PSA Failure as provided above; *provided* that if PSP reasonably and in good faith contests that the conditions precedent under a Joint Acquisition PSA have not been satisfied, then such PSA Failure shall not constitute a Co-Investment Termination Right under Section 3.04(a)(iii).

(d) If, notwithstanding the failure to satisfy one or more conditions precedent to the obligation of PSP and/or PEGI to consummate a Joint Acquisition Closing under a Joint Acquisition PSA or Initial Acquisition PSA on or after the tenth (10<sup>th</sup>) Business Day immediately preceding the Outside Closing Date (a “**Failed Condition Event**”) PEGI irrevocably certifies to PSP in writing that PEGI stands ready, willing and able to consummate the Joint Acquisition Closing and to fund its pro rata share of the purchase price under the Joint Acquisition PSA or Initial Acquisition PSA notwithstanding the Failed Condition Event (a “**Failed Condition Waiver Certification**”), if PSP does not promptly (and in any event within five (5) Business Days of receipt of such Failed Condition Waiver Certification from PEGI) irrevocably certify to PEGI in writing that PSP is ready, willing and able to consummate the Joint Acquisition Closing and fund its pro rata share of the purchase price under the Joint Acquisition PSA or Initial Acquisition PSA notwithstanding the Failed Condition Event, subject only to PEGI’s concurrent performance, then PEGI shall have the right, in its sole discretion, upon prior written notice to PSP (a “**Failed Condition Closing Notice**”), to terminate PSP’s participation in the Joint Acquisition, in which case PSP shall (and hereby does) automatically and without any further action assign to PEGI all of its rights under the applicable Joint Acquisition PSA or Initial Acquisition PSA, in which event PEGI may fund up to the entire purchase price under the applicable Joint Acquisition PSA or Initial Acquisition PSA and acquire up to 100% of the applicable Subject Project Interest or Initial Acquisition Project (each, a “**Failed Condition Closing**”), and PSP shall have no right to acquire any interest in the applicable Subject Project Interest or Initial Acquisition Project except as provided in Section 3.01(i); *provided* that if subsequent to the delivery of a Failed Condition Closing Notice and prior to the consummation of the Failed Condition Closing the relevant conditions precedent become and remain satisfied then PEGI shall allow PSP to purchase the PSP Co-Investment Percentage of the applicable Subject Project Interest or the applicable ownership interest in the applicable Initial Acquisition Project contemplated by the applicable Initial Acquisition PSA, in each case at the Failed Condition Closing on the terms contemplated by the applicable Joint Acquisition PSA or Initial Acquisition PSA. No termination of a Joint Acquisition pursuant to this Section 3.03(d) shall constitute a Joint Acquisition Declination.

(e) If, at any time prior to the tenth (10<sup>th</sup>) Business Day immediately preceding the Outside Closing Date, in the reasonable opinion of PEGI it is required or advisable for the Joint Acquisition Closing to occur prior to the Outside Closing Date notwithstanding that one or more conditions precedent to the obligation of PSP and/or PEGI to consummate such Joint Acquisition Closing have not yet been satisfied, and PEGI has determined that it is prepared to consummate the Joint Acquisition Closing and fund its *pro rata* share of the Purchase Price notwithstanding that such conditions precedent have not been satisfied, PEGI shall deliver written notice of such determination to PSP (an “**Early Closing Notice**”) which Early Closing Notice will set out in reasonable detail (x) why PEGI has determined that it is required or advisable for the Joint Acquisition Closing to occur prior to the Outside Closing Date, (y) the revised closing date (the “**Early Closing Date**”) and (z) which conditions precedent under the applicable Joint Acquisition PSA have not yet been satisfied (the “**Early Closing Waived Conditions**”). Within ten (10) Business Days (the “**Early Closing Acceptance Period**”) of receipt of an Early Closing Notice, PSP shall confirm in writing to PEGI that PSP is prepared to do one of the following: (i) waive all of the Early Closing Waived Conditions (a “**PSP Early Closing Acceptance**”), (ii) waive some or all of the Early Closing Waived Conditions (and specifying which conditions precedent will not be waived by PSP, with such unwaived conditions precedent being the “**PSP Closing Conditions**”); *provided* that PSP shall not be required to specify whether or not it is waiving any PSP Required Consents for such Joint Acquisition and any PSP Required Consents shall not be deemed to be PSP Closing Conditions with respect to such Joint Acquisition (a “**PSP Partial Acceptance**”), or (iii) not waive any of the Early Closing Waived Conditions, in which case all of the Early Closing Waived Conditions other than the PSP Required Consents shall be deemed to be PSP Closing Conditions (a “**PSP Early Closing Declination**”). If PSP delivers a PSP Early Closing Acceptance within the Early Closing Acceptance Period, PEGI and PSP will proceed to consummate the Joint Acquisition Closing in accordance with the Joint Acquisition PSA on the basis that all of the Early Closing Waived Conditions have been waived. If PSP delivers a PSP Partial Acceptance or delivers, or is deemed to deliver, a PSP Early Closing Declination within the Early Closing Acceptance Period, PEGI may proceed to acquire, at its option, either (i) all but the PSP Co-Invest Percentage in the applicable Subject Project Interest or (ii) the entire Subject Project Interest, in either case on the terms contemplated by the applicable Joint Acquisition PSA or Initial Acquisition PSA and subject to the following:

(A) In the event PEGI does not elect to acquire the entire Subject Project Interest, PSP shall remain entitled under the terms and conditions of the Initial Acquisition PSA or Joint Acquisition PSA, as applicable, to acquire the PSP Co-Invest Percentage of the Subject Project Interest at any time prior to the Outside Closing Date. If PSP does not acquire the PSP Co-Invest Percentage in the applicable Subject Project Interest by the Outside Closing Date, PSP shall, if requested by PEGI in writing, assign all of its rights under the applicable Joint Acquisition PSA to PEGI and PEGI may fund PSP's pro rata share of the Purchase Price and acquire 100% of the applicable Subject Project Interest.

(B) In the event PEGI elects to acquire the entire Subject Project Interest, PSP shall be entitled, at its option, to acquire the PSP Co-Invest Percentage in the Subject Project Interest from PEGI at any time prior to the Outside Closing Date if all of the PSP Closing Conditions are satisfied (and PSP shall not be entitled to waive any PSP Closing Conditions), *provided* that if the acquisition from PEGI rather than Pattern Development 1.0 or Pattern Development 2.0 either (i) delays PSP's ability to obtain any PSP Required Consents, or (ii) requires PSP to obtain additional PSP Required Consents, in either case as reasonably determined by PSP, the Outside Closing Date shall be extended for a period of time reasonably necessary to seek and obtain such PSP Required Consents, with such period of time not to exceed the number of days that have elapsed between the execution of the Joint Acquisition PSA and the expiry of the Early Closing Acceptance Period. The acquisition of the PSP Co-Invest Percentage of the Subject Project Interest shall be on the terms set forth in the applicable Joint Acquisition PSA or Initial Acquisition PSA and PEGI shall assign to PSP a pro rata portion of any indemnification rights, Purchase Price adjustments and other economic benefits to which PSP would have been entitled had PSP been a party to the Joint Acquisition PSA or Initial Acquisition PSA, as the case may be, at the time PEGI acquired the Subject Project Interest. Furthermore, the purchase and sale agreement between PEGI and PSP shall include (x) updated disclosure schedules reflecting any developments in respect of the Subject Project in respect of the period between PEGI's acquisition of the Subject Project Interest and PSP's acquisition of the PSP Co-Invest Percentage therein (it being understood and agreed that such updated disclosure schedules shall not constitute representations or warranties by PEGI), and (y) representations from PEGI in favor of PSP in respect of enforceability, ownership of the portion of the Subject Property Interest being sold to PSP and the transfer of clear title thereto. PSP shall not bear any costs of PEGI's acquisition from the Subject Project Interest Seller and PEGI shall not be responsible for any additional costs incurred by PSP as a result of PEGI acquiring the Subject Project Interest and selling the PSP Co-Invest Percentage to PSP including the costs of obtaining additional PSP Required Consents.

If PSP does not promptly (and in any event within the Early Closing Acceptance Period), deliver to PEGI a PSP Early Closing Acceptance, a PSP Partial Acceptance or a PSP Early Closing Declination, PSP shall be deemed to have delivered a PSP Early Closing Declination.

No failure by PSP to consummate a Joint Acquisition pursuant to this Section 3.03(e) shall constitute a Joint Acquisition Declination.

(f) In the event of a Joint Acquisition Termination, neither PSP nor PEGI shall have any further obligations hereunder with respect to the related Joint Acquisition Acceptance; *provided* that, if a Joint Acquisition Termination is caused by, arises from, or relates to any PSA Failure, then the applicable Subject Project Interest or Initial Acquisition Project shall thereafter be deemed a **“Prior Project Interest.”**

Section 3.04. *Expiration of Co-Investment Right.*

(a) PSP’s rights under Sections 3.01, 3.02 and 3.03 (the **“PSP Co-Invest Rights”**) shall terminate and be of no further force and effect upon the earliest to occur of (each of the following, a **“Co-Investment Right Termination Event”**):

(i) Such time as the aggregate Co-Investment Amount exceeds \$500 million; *provided* that, if the aggregate Co-Investment Amount is subsequently reduced to an amount less than or equal to \$500 million then, if no other Co-Investment Right Termination Event other than pursuant to this clause (i) shall have occurred, the PSP Co-Invest Rights shall be reinstated until such time as the aggregate Co-Investment Amount exceeds \$500 million or another Co-Investment Right Termination Event occurs.

(ii) PEGI electing (in its sole discretion) to terminate the PSP Co-Invest Rights at any time after (x) PSP shall have made (or been deemed to have made) three or more Joint Acquisition Declinations in respect of which PEGI has provided to PSP written notice that a Joint Acquisition Declination has occurred (or has been deemed to occur) (other than a Joint Acquisition Declination (A) with respect to any Subject Project Interest for a Subject Project Company not located in the United States, Canada or Mexico; (B) with respect to any Subject Project Interest which PSP reasonably determines it is prohibited by Applicable Law from investing in or it would be unable to obtain any approval from a Governmental Authority that is required or, in the reasonable opinion of PSP, is advisable to be obtained on or before the Outside Closing Date; (C) arising from the refusal of PSP to enter into a Joint Acquisition PSA within the Documentation Period because the Joint Acquisition PSA contained material modifications from the Form Joint Acquisition PSA that were not reasonably acceptable to PSP or the failure of PEGI and PSP to agree on Joint Acquisition Governance Agreements within the Documentation Period because PEGI required material modifications to the terms attached hereto as Exhibit D; and (D) referenced in the last sentence of Section 3.01(f)); ((A), (B), (C) and (D) collectively, “**Excluded Declinations**”) and (y) the aggregate PSP MW of all Subject Project Interests with respect to which PSP shall have made Joint Acquisition Declinations (other than Excluded Declinations) exceeds two hundred (200) MW;

(iii) A willful and intentional material breach of any material obligation of PSP under this Agreement, any Joint Acquisition Governance Agreement, any Initial Acquisition PSA or any Joint Acquisition PSA; *provided* that the failure of PSP to consummate a Joint Acquisition Closing following a Failed Condition Event shall in no event constitute a Co-Investment Right Termination Event; or

(iv) PEGI electing (in its sole discretion) to terminate the PSP Co-Invest Rights at any time after such time as PSP transfers all or some of the PSP PEGI Shares to any Person (other than a Permitted Transferee, *provided* that for purposes of this Section 3.04(a)(iv) transfers shall not include (i) any transfer required to be made by order of a Governmental Authority, (ii) any transfer in a third party tender offer for the common stock of PEGI that has been approved by the PEGI Board or in a merger or consolidation involving PEGI or a subsidiary of PEGI (including a merger under Section 253 of the Delaware General Corporation Law) that has been approved or adopted by the PEGI Board; *provided* that if PSP receives stock in another entity in any such tender offer or merger, such stock shall thereafter be treated as the PEGI Shares for purposes of this provision, and (iii) any transfer by PSP in connection with a buyback of the common stock of PEGI (or any stock received by PSP in replacement thereof as contemplated in Clause (ii) above) approved or adopted by the PEGI Board required to be made by PSP in order to maintain the percentage of PEGI shares held by it below 10%.

(b) Upon the occurrence of a Co-Investment Right Termination Event, except with respect to any Joint Acquisition Acceptance (whether related to a Joint Acquisition Offer or Call Participation Offer), Final Rights Project Offer submitted by PSP that has been accepted by the Subject Project Interest Seller, Initial Acquisition PSA or transaction under Section 3.01(i) that PSP has agreed to participate in prior to the occurrence of such Co-Investment Right Termination Event, in each case that is included in the calculation of Co-Investment Amount at such time, the PSP Co-Invest Rights shall immediately terminate and be of no further force and effect and any assignment of Assigned Final Offer Rights shall be void *ab initio*, in each case without any liability on the part of PEGI. Following a willful and intentional breach of any material obligation of PSP under this Agreement, any Joint Acquisition Governance Agreement, any Initial Acquisition PSA or any Joint Acquisition PSA, PEGI shall (in its sole discretion) have the right to terminate PSP's right to invest in any Subject Project Interest (including any Subject Project Interest with respect to which PSP has delivered a Joint Acquisition Acceptance or PEGI has delivered a Joint Acquisition Offer or a Call Participation Offer, or that is the subject of any Joint Acquisition PSA or Initial Acquisition PSA), in which case PSP shall (and hereby does) automatically and without any further action assign to PEGI all of its rights under the applicable Joint Acquisition PSA or Initial Acquisition PSA, subject to PSP being released from all liability thereunder.

(c) PEGI may from time to time provide to PSP a schedule (a "**Status Schedule**") of then-current status of the PSP Co-Invest Rights at such time, including (i) the Covered Subject Project Interests that have been subject to a Covered Project Transfer Notice, (ii) whether a First Rights Project Offer, a Final Rights Project Offer and/or a Call Participation Offer was made with respect to each such Covered Subject Project Interest, (iii) whether a Joint Acquisition Acceptance or a Joint Acquisition Declination, as may be applicable, has been made with respect thereto and, in the case of any Joint Acquisition Declinations, whether such Joint Asset Declination constituted an Excluded Declination, (iv) the aggregate PSP MW of all Subject Project Interests with respect to which PSP shall have made Joint Acquisition Declinations (other than Excluded Declinations) and (v) PSP's aggregate Co-Investment Amount as such time. PEGI shall, at PSP's request, promptly provide PSP with an updated Status Schedule. Following delivery of a Status Schedule, PEGI shall reasonably cooperate with PSP to provide PSP with such additional information regarding the then-current status of the PSP Co-Invest Rights as PSP may reasonably request. Within ten (10) Business Days of receipt of a Status Schedule PSP shall notify PEGI in writing (a "**Status Schedule Objection Notice**") of any disputed items in such Status Schedule, and if PSP does not deliver a Status Schedule Objection Notice within such time period PSP shall be deemed to have approved all items set forth in the Status Schedule and such items shall thereafter be final and binding on PEGI and PSP for purposes of this Section 3.04 absent manifest error. Promptly following PEGI's receipt of a Status Schedule Objection Notice, PEGI and PSP will attempt in good faith to resolve any disputed items and, if they are not able to resolve all such disputed items to their mutual satisfaction within twenty (20) Business Days of receipt of the Status Schedule Objection Notice the remaining disputed items will be subject to resolution as provided in Section 5.03(b).

Section 3.05. *No Amendment to Purchase Rights Agreements.*

(a) From the date hereof until the first occurrence of a Co-Investment Right Termination Event without PSP's prior written approval: (i) the Purchase Rights Agreements shall not be amended, modified or supplemented in any manner that is adverse in any respect to the PSP Co-Invest Rights, (ii) PEGI shall not waive any rights it may have under the Purchase Rights Agreement in a manner that is adverse in any respect to the PSP Co-Invest Rights (in the case of (i) and (ii), other than amendments, modifications, supplements or waivers that have (in the aggregate) a *de minimis* impact on the PSP Co-Invest Rights) and (iii) PEGI shall not assign its rights and obligations under the Purchase Rights Agreements or consent to the assignment by any other Person party to a Purchase Rights Agreement of such Person's rights and obligations thereunder, other than an assignment to a Permitted Transferee who agrees to assume all of the transferor's obligations under the applicable Purchase Rights Agreement and *provided* that PEGI shall (x) cause such Permitted Transferee to comply with all of PEGI's obligations under this Agreement and (y) remain liable for the performance of all of its obligations under this Agreement.

Section 3.06. *Non-Reliance.*

PSP is an informed and sophisticated purchaser, and has engaged (or, as applicable, prior to executing any binding agreements to purchase any Subject Project Interests will engage) expert advisors, experienced in the evaluation and purchase of companies such as the Initial Acquisition Projects and the Subject Project Companies as contemplated hereunder. PSP has undertaken (or, as applicable, prior to executing any binding agreements to purchase any Subject Project Interests will undertake), such investigation and has been provided with and has evaluated (or, as applicable, prior to executing any binding agreements to purchase any Subject Project Interests, will obtain and evaluate) such documents and information as it has deemed (or, as applicable, will deem) necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. PSP acknowledges that PEGI has given PSP complete and open access to the key employees, documents and facilities of PEGI and the Subsidiaries. PSP further acknowledges that certain officers and employees of PEGI are also officers or employees of, and may have direct or indirect interests in, Pattern Development 1.0 and/or Pattern Development 2.0, and PSP agrees that it has received such information about such relationships as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement by PSP. In furtherance of the foregoing, PSP acknowledges and agrees that (i) except for the representations and warranties that may be expressly set forth in the applicable Initial Acquisition PSAs (in the case of the Initial Acquisitions) or any Joint Acquisition PSA for the acquisition of any other Subject Project Interest (in the case of any transaction effected pursuant to this [Article 3](#)), none of PEGI, Pattern Development 1.0, Pattern Development 2.0 or any of their respective Affiliates or their or their respective Affiliates' Representatives has made, and PSP has not and will not rely upon, any express or implied representations or warranties of any nature (including as to the accuracy or completeness of any information provided to PSP) regarding the transactions contemplated by this Agreement and (ii) PEGI and its Affiliates and its and their respective Representatives shall have no liability for any representations and warranties made by or on behalf of Pattern Development 1.0, Pattern Development 2.0 or any other Person with respect to any of the transactions contemplated by this Agreement.

ARTICLE 4  
Additional Agreements

Section 4.01. *Confidentiality.*

(a) Subject to the provisions of this Section 4.01(a) above, PSP shall, and shall cause its Affiliates and its and their Representatives and any PSP Designee to, keep confidential all information, documentation and records obtained from PEGI or a Subject Project Interest Seller or their respective Affiliates and their and their Affiliates' officers, directors, employees, consultants, agents, advisors, attorneys, lenders, shareholders or other equity investors (collectively, "**Representatives**") with respect to this Agreement and the Subject Project Interests and Subject Project Companies (including any Joint Acquisition), as well as any information arising out of PSP's access to the books and records of PEGI and the Subject Project Companies (collectively, the "**PEGI Confidential Information**"); *provided* that except as set forth in Section 4.01(b), nothing herein shall restrict or prohibit PSP from disclosing PEGI Confidential Information to its Representatives, in each case who first are instructed to maintain PEGI Confidential Information confidential on substantially similar terms as those contained in this Section 4.01(a); *provided, further*, that PSP shall be liable for any breach of this Section 4.01 by any such Person as if PSP had itself committed such breach. "PEGI Confidential Information" shall not include: (i) public information or information in the public domain at the time of its receipt by PSP or its Representatives; (ii) information which becomes public through no fault or act of PSP or its Representatives; or (iii) information received by PSP or its Affiliates in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations. PSP acknowledges that it is aware that (i) PEGI Confidential Information and Competitively Sensitive Information contain material, non-public information regarding PEGI and (ii) the United States and Canadian securities laws prohibit any persons who have material, non-public information from purchasing or selling securities of a company using such information or from communicating such information to any Person (including its Affiliates) under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities in reliance upon such information. PSP further confirms that it has in place internal information protection mechanisms to prevent unauthorized use of the Confidential Information and Competitively Sensitive Information.

(b) "**Competitively Sensitive Information**" shall mean information regarding PEGI, a Subject Project Interest or a Subject Project Company that PEGI determines that one or more Affiliates of PSP could reasonably be expected to use to compete with PEGI. Notwithstanding anything to the contrary in this Agreement, in no event shall PSP be entitled to receive Competitively Sensitive Information, and PSP shall, and shall cause its Affiliates to, maintain any Competitively Sensitive Information of which any of their respective employees, officers or directors is or becomes aware in strict confidence; *provided* that PEGI shall provide PSP with a commercially reasonable description of the nature of any Competitively Sensitive Information that would otherwise have been provided to PSP but for this Section 4.01(b) and shall use commercially reasonable efforts to provide substitute disclosure to PSP that, to the greatest extent practicable under the circumstances, will enable PSP to assess the applicable opportunity relating to the Subject Project Interest or Subject Project Company in substantially the same manner as if PSP had full access to such Competitively Sensitive Information and that is otherwise reasonably satisfactory to PSP.

(c) Subject to the provisions of this Section 4.01(c), PEGI shall, and shall cause its Affiliates to, keep confidential all confidential documents and information concerning PSP furnished to PEGI by PSP or its Representatives in connection with the transactions contemplated by this Agreement (including any Joint Acquisition) (the “**PSP Confidential Information**” and together with the PEGI Confidential Information, “**Confidential Information**”); *provided* that nothing herein shall restrict or prohibit PEGI from disclosing PSP Confidential Information to its Representatives who first are instructed to maintain the PSP Confidential Information confidential on substantially similar terms as those contained in this Section 4.01(c); *provided, further*, that PEGI shall be liable for any breach of this Section 4.01(c) by any of its Representatives as if PEGI had itself committed such breach.

(d) Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall prevent or restrict any JV Participant or any of its Affiliates from disclosing, without the agreement of the other JV Participant: (i) Confidential Information required to be disclosed under any Applicable Law (including applicable securities laws) or the rules of any securities exchange; (ii) Confidential Information required to be disclosed to its lenders or other creditors on a confidential basis; *provided* that in no event shall this clause (ii) permit the disclosure of any Competitively Sensitive Information. Any JV Participant disclosing Confidential Information, as applicable in accordance with this Section 4.01 shall use reasonable efforts to (i) advise the other JV Participant of the details of the required disclosure and (ii) if permitted by Applicable Law, obtain the comments of such other JV Participant on the wording of the proposed disclosure prior to making such disclosure.

(e) Notwithstanding anything to the contrary in this Agreement, in no event shall PSP, any of its Affiliates or any PSP Designee, or any of their respective Representatives, share any Confidential Information or Competitively Sensitive Information with any portfolio companies or other investments of PSP (or any of their respective Representatives other than employees of PSP who are acting in their capacity as Representatives of PSP and do not use such information for any purpose other than in furtherance of the transactions contemplated by this Agreement) and PSP shall, and shall cause its Affiliates that receive Confidential Information or Competitive Sensitive Information to, use customary information barriers to ensure that no portfolio company or other investment of PSP or any of their respective Representatives has access to any Confidential Information or Competitively Sensitive Information.

(f) Each JV Participant shall consult with the other JV Participant and provide that other JV Participant a reasonable opportunity to comment before issuing any press release or making any other public announcement regarding the other JV Participant, *provided* that (i) in the case of any disclosure required by applicable law or stock exchange rule, such consultation and opportunity to comment shall only be required to the extent reasonably practicable under the circumstances and (ii) no consultation and opportunity to comment shall be required with respect to any disclosure that is substantially similar to prior public disclosure made in compliance with the terms of this Agreement.

Section 4.02. *Construction Bridge Financing.*

PSP shall reasonably cooperate with PEGI in PEGI's efforts to finance PEGI's project pipeline as follows: (i) at the request of PEGI with respect to one or more specific projects, PSP shall reasonably cooperate with PEGI to arrange for or provide bridge loans to Pattern Development 1.0 or Pattern Development 2.0 for such projects that are subject to either a Joint Acquisition PSA or an Initial Acquisition PSA as more fully set forth on Exhibit E and (ii) at the request of PEGI with respect to one or more specific projects, PSP shall reasonably cooperate with PEGI to arrange for or provide construction financing for projects that are subject to either a Joint Acquisition PSA or an Initial Acquisition PSA in advance of the applicable commercial operations date, as more fully set forth on Exhibit E; *provided* that for the avoidance of doubt nothing in this Section 4.02 constitutes a commitment of PSP to provide any such bridge loans or financings.

Section 4.03. *Valuation Support.*

PEGI shall use commercially reasonable efforts to assist PSP (at PSP's sole cost and expense) in any annual or other valuation of the Initial Acquisition Projects or any Subject Project Company that PSP acquires an interest in pursuant to Article 3 as PSP may reasonably determine is required by its charter. Without limiting the generality of the immediately preceding sentence, in respect of each Subject Project Interest jointly acquired by PSP and PEGI, PEGI shall provide, or cause to be provided, to PSP, annually on or before February 15 of each calendar year, an updated financial model for each Subject Project Company that PSP acquires an interest in.

Section 4.04. *Appointment of PSP Designee.*

PEGI agrees that, as promptly as practicable after the PSP Compliance Date, and subject to the taking by the PEGI NGC of all requisite action under PEGI's Governing Documents, PEGI shall, to the fullest extent permitted under Applicable Law and its Governing Documents, take all necessary action to increase the size of the PEGI Board, unless there is otherwise a vacancy on the PEGI Board, and appoint the PSP Designee to the PEGI Board. PEGI further agrees that it will use its commercially reasonable efforts to effect the foregoing within the time frame set forth in the immediately preceding sentence.

Section 4.05. *PSP Standstill Obligations.*

(a) PSP represents and warrants that as of the date hereof, other than the PSP PEGI Shares, it does not beneficially own any securities of PEGI. PSP agrees that, for a period of twelve months immediately following the date hereof (the “**Standstill Period**”), PSP will not directly or in concert with any of its Affiliates or any other Person, without the prior written consent of PEGI, (i) other than the PEGI Share Acquisition, acquire, agree to acquire, propose, seek or offer to acquire, any securities of PEGI or any of its Subsidiaries, or any warrant, option or other direct or indirect right to acquire any such securities, (ii) enter, agree to enter, propose, seek or offer to enter into or facilitate any merger, business combination, recapitalization, restructuring or other extraordinary transaction involving PEGI or any of its Subsidiaries, (iii) initiate, encourage, make, or in any way participate or engage in, any “solicitation” of “proxies” as such terms are used in the proxy rules of the U.S. Securities and Exchange Commission (the “**SEC**”) to vote, or seek to advise or influence any Person with respect to the voting of, any voting securities of PEGI (including, for the avoidance of doubt, indirectly by means of communication with the press or the media), (iv) file with the SEC a proxy statement or any supplement thereof or any other soliciting material in respect of PEGI or its shareholders that would be required to be filed with the SEC pursuant to Rule 14a-12 or other provisions of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), (v) nominate or recommend for nomination a Person for election at any meeting of PEGI’s shareholders at which directors of the PEGI Board are to be elected, (vi) submit any shareholder proposal for consideration at, or bring any other business before, any meeting of PEGI’s shareholders, (vii) initiate, encourage, make, or in any way participate or engage in, any “withhold” or similar campaign with respect to any meeting of PEGI shareholders, (viii) form, join or in any way participate in a “group” (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any voting securities of PEGI, (ix) call, request the calling of, or otherwise seek or assist in the calling of a special meeting of PEGI’s shareholders, (x) otherwise act, alone or in concert with others, to seek to control or influence the management or the policies of PEGI, (xi) disclose any intention, plan or arrangement prohibited by, or inconsistent with, the foregoing or (xii) advise, assist or encourage or enter into any discussions, negotiations, agreements or arrangements with any other Persons in connection with the foregoing. PSP further agrees that during the Standstill Period it will not, directly or indirectly, without the prior written consent of PEGI, (a) make any request directly or indirectly, to amend or waive any provision of this Section 4.05 (including this sentence), or (b) take any action that would reasonably be expected to require PSP to make a public announcement regarding the possibility of a business combination, merger or other type of transaction described in this Section 4.05 with PSP or any of its Affiliates. For the avoidance of doubt, the PSP Designee’s service on the PEGI Board shall not constitute a breach of this Section 4.05.

(b) Without the prior written consent of PEGI, for a period of 180 days (the “**Hold Period**”) immediately following the date hereof, PSP shall refrain from offering, pledging, selling, contracting to sell, selling any option or contract to purchase, purchasing any option or contract to sell, granting any option, right or warrant for the sale of, lending or otherwise disposing of or transferring, directly or indirectly (including pursuant to any derivative transaction), any or all of the PSP PEGI Shares.

(c) PSP agrees that during the Hold Period all certificates representing PSP PEGI Shares shall bear the following legend:

“THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO STANDSTILL OBLIGATIONS PURSUANT TO THAT CERTAIN JOINT VENTURE AGREEMENT, DATED AS OF JUNE 16, 2017 (A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF PEGI) WHICH PROVIDES, AMONG OTHER THINGS, FOR CERTAIN RESTRICTIONS ON THE TRANSFER THEREOF. ANY SALE OR OTHER TRANSFER NOT IN COMPLIANCE WITH SAID AGREEMENT SHALL BE VOID.”

At any time following the expiry of the Hold Period, PSP may request that the restrictive legend included immediately above be removed from all PSP PEGI Shares and PSP shall be entitled to obtain new certificates in respect of such PSP PEGI Shares without such legend. At any time following the expiry of the Hold Period, PSP may also request removal of the legend prescribed by Section 5.4(d) of the Securities Purchase Agreement relating to the PEGI Share Acquisition. Following such request, and subject to PEGI’s reasonable satisfaction (including receipt of a customary legal opinion) that all conditions of Rule 144 under the U.S. Securities Act of 1933, as amended, have been satisfied, including that PSP is not an affiliate of PEGI pursuant to Rule 144 and has not been for three months, PEGI shall cause such restricted legend to be removed and, if requested by PSP, shall provide new certificates in respect of such PSP PEGI Shares to PSP without such legends; *provided* that, if the Hold Period has expired and such restricted legends have not been removed following the date that is 120 calendar days after the resignation of the PSP Designee from the PEGI Board, then PEGI shall grant PSP a customary “demand” registration right with respect to the PSP PEGI Shares so long as at such time (i) PSP does not have any right to appoint a designee to the PEGI Board and (ii) PSP and its Affiliates beneficially own, in the aggregate, less than 10% of the outstanding Class A common stock, \$0.01 par value per share, of PEGI.

(d) During the Hold Period PSP agrees to the entry of stop transfer orders with the transfer agent and registrar of the PSP PEGI Shares against the transfer of legended stock held by PSP except in compliance with the requirements of this Agreement. Upon expiry of the Hold Period PSP may request the removal of any such stop transfer orders.

Section 4.06. *Joint M&A Coordination.*

The JV Participants shall negotiate in good faith to develop a strategy, set aside resources and pursue third-party acquisitions of renewable assets.

Section 4.07. *Piggyback Canadian Prospectus – Filing in Québec.*

If PEGI proposes to file a Piggyback Canadian Prospectus in one or more Eligible Jurisdictions or conduct an Underwritten Offering pursuant to a Piggyback Canadian Prospectus as contemplated in Section 2.2(a)(ii) or (iii) of the Registration Rights Agreement (other than a Canadian Prospectus for an at-the-market offering program and a Canadian Prospectus filed pursuant to section 7.5 of the MJDS where the distribution of securities will not be made in Canada) and PSP has piggyback registration rights pursuant to such Section 2.2(a)(ii) or (iii) of the Registration Rights Agreement that it is entitled to and wishes to exercise with respect to its Registrable Shares, PEGI hereby agrees and covenants to file the applicable Piggyback Canadian Prospectus in the Province of Québec if and as necessary to permit PSP to offer and sell its Registrable Shares under such Piggyback Canadian Prospectus. Initially capitalized terms used in this Section 4.07 but not defined in this Agreement have the meaning given to them in the Registration Rights Agreement.

Section 4.08. *Certain Rights Regarding Certain Agreements.*

(a) If the PEGI Entity that acts as the general partner of, or holds shares in the general partner of, a Subject Project Company or that is the service provider under the MOMA, PAA, the Sponsor Services Agreement or other related party Contract with respect to a specific project held by a Subject Project Company is determined by a court to have committed actual fraud, willful misconduct or bad faith in connection with its duties in respect of such project and as a result of such actions PSP suffers material damages that are not, after notice, cured or remedied under the indemnification provisions of the applicable Joint Acquisition Governance Agreement, MOMA or PAA, or the Sponsor Services Agreement or other related party Contract, then the applicable MOMA, PAA or Jointly Owned Company Service Period (as defined in the Sponsor Services Agreement) or other related party Contract to the extent relating to such project can all be terminated without payment of a termination break fee.

(b) If PEGI or the PEGI Entity that acts as the general partner of, or holds shares in the general partner of, a Subject Project Company or that is the service provider under the MOMA, PAA, Sponsor Services Agreement or other related party Contract with respect to any project jointly owned by PSP and PEGI acquired pursuant to the PSP Co-Invest Rights is determined by a court to have committed a felony crime (or equivalent under Applicable Law) involving actual fraud against an equity investor in renewable energy projects controlled by PEGI, then PEGI will lose its control rights with respect to such jointly owned projects, and the MOMA, PAA and any other related party Contracts with respect to such projects, and Sponsor Services Agreement, can all be terminated without payment of a termination break fee.

ARTICLE 5  
Miscellaneous

Section 5.01. *Amendments; Extension; Waiver.*

This Agreement may not be amended, altered or modified except by written instrument executed by both PEGI and PSP. The failure by either PEGI or PSP to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be waiver of any other or subsequent breach of non-compliance. The observance of any provision of this Agreement may be waived in writing by the party that will lose the benefit of such provision as a result of such waiver.

Section 5.02. *Rules of Construction.*

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms “Agreement,” “this Agreement,” “the Agreement,” “hereto,” “hereof,” “herein,” “hereby,” “hereunder” and similar expressions refer to this Agreement in its entirety, including all Exhibits hereto, and not to any particular provision hereof;
- (b) references to an “Article,” “Section” or “Schedule” followed by a number or letter refer to the specified Article or Section of or Schedule to this Agreement;
- (c) the division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders;
- (e) the words “include,” “includes” and “including” mean “include,” “includes” or “including,” in each case, “without limitation”;
- (f) the terms “party” and “the parties” refer to a party or the parties to this Agreement;
- (g) any reference to any agreement (including this Agreement) or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;
- (h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;
- (i) all dollar amounts refer to United States dollars;
- (j) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (k) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day.

Section 5.03. *Governing Law; Consent to Jurisdiction; Waiver of Jury Trial.*

(a) This Agreement, the legal relations among the parties hereunder and the adjudication and the enforcement thereof, shall in all respects be governed by, and interpreted and construed in accordance with, the Laws (excluding conflict of laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

(b) Each of the JV Participants irrevocably submits to the exclusive jurisdiction of the Supreme Court of the State of New York, New York County, for any Proceeding arising out of this Agreement or any transaction contemplated hereby. To the extent that service of process by mail is permitted by Applicable Law, each JV Participant irrevocably consents to the service of process in any Proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein. Nothing herein shall affect the right of any Person to serve process in any other manner permitted by Law. Each of the JV Participants irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of this Agreement or the transactions contemplated hereby in the Supreme Court of the State of New York, New York County, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any Proceeding brought in any such court has been brought in an inconvenient forum. EACH JV PARTICIPANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO IN CONNECTION THEREWITH AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

Section 5.04. *Entire Agreement.*

(a) This Agreement and the Exhibits hereto and any documents executed by PSP and PEGI simultaneously herewith or pursuant hereto constitutes the entire agreement between the parties pertaining to the subject matter hereof and thereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties hereto in connection with the subject matter hereof or thereof, except as specifically set forth herein.

(b) Except for the representations and warranties expressly made herein, PEGI and PSP (as applicable, the “**Disclaiming Party**”) each hereby disclaims all liability and responsibility for, or any use by the receiving party’s Affiliates or its or their Representatives of, any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Receiving Party, its Affiliates or its or their Representatives (including any opinion, information, projection or advice that may heretofore have been or may hereafter be made available to Receiving Party, its Affiliates or its or their respective Representatives, whether in any “data rooms,” “management presentations,” or “break-out sessions,” or in response to questions submitted by or on behalf of Receiving Party or otherwise, in each case by Disclaiming Party or its Affiliates or any of its or their Representatives.

Section 5.05. *Severability.*

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof and each provision is hereby declared to be separate, severable and distinct. To the extent that any provision is found to be invalid, illegal or unenforceable, the parties shall act in good faith to substitute for such provision, to the extent possible, a new provision with content and purpose as close as possible to the provision so determined to be invalid, illegal or unenforceable.

Section 5.06. *No Partnership.*

This Agreement is intended to create certain contractual rights and obligations between the parties hereto and is not intended to, and the parties agree that it does not, constitute any JV Participant as the partner, agent or fiduciary of the other JV Participant for any purpose or create any partnership, agency, fiduciary or other similar relationship among the JV Participants, and neither JV Participant shall have any partnership, agency, fiduciary or other similar duties, liabilities or obligations to the other JV Participant relating to or arising from this Agreement or the transactions contemplated hereby. Neither JV Participant shall have, nor shall it represent to any other party that it has, the authority to enter into any agreement or commitment on behalf of the other JV Participant or make any representation or incur any obligation in the name of or on behalf of the other JV Participant. To the fullest extent permitted by Applicable Law, other than as expressly set forth in Article 3, each JV Participant, on behalf of itself and its Affiliates, waives and renounces any right, interest or expectancy in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to or business opportunities of which any of the other JV Participant or its Affiliates gain knowledge, and no JV Participant shall be accountable or liable to the other JV Participant as a result of acting in its own best interest, except in the case of any decision or action which is illegal or in breach of this Agreement. For the avoidance of doubt, nothing in this Section 5.06 shall be deemed to limit or otherwise modify the rights and obligations of the parties to any Joint Acquisition Governance Agreements that are entered into with respect to any Joint Acquisitions.

Section 5.07. *Notices.*

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or facsimile or sent by registered mail, charges prepaid, addressed as follows:

(a) if to PEGI:

Pattern Energy Group Inc.  
Pier 1, Bay 3  
San Francisco, CA 94111

Attention: General Counsel  
Email: generalcounsel@pattemenergy.com

with a copy (which shall not constitute notice) to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017

Attention: John H. Butler  
Email: john.butler@davispolk.com

(b) if to PSP:

Public Sector Pension Investment Board  
1250 René-Lévesque Blvd. West  
Suite 1400  
Montreal, Québec H3B 5E9

Attention: Managing Director, Infrastructure Investments  
Email: vertuousenergy@investpsp.ca and legalnotices@investpsp.ca

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP

1501, avenue McGill College  
26<sup>th</sup> Floor  
Montréal, Québec H3A 3N9

Attention: Franziska Ruf  
Email: fruf@dwpv.com

Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if delivery or transmission is made on a Business Day after 5:00 p.m. at the place of receipt, then on the next following Business Day) or, if mailed, on the third Business Day following the date of mailing.

Any party may at any time change its address for purposes of this [Section 5.07](#) by giving notice to the other parties.

Section 5.08. *Costs and Expenses.*

All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby (including in connection with any Joint Acquisition) or in connection with any dispute or adversarial Proceedings arising hereunder or relating hereto, shall be paid by the party incurring such fees, costs or expenses; *provided* that with respect to each Joint Acquisition (excluding any Initial Project Acquisition), PSP shall, upon demand, reimburse PEGI for a *pro rata* portion equal to the PSP Co-Invest Percentage for such Joint Acquisition of the reasonable aggregate fees and expenses of counsel to PEGI incurred in connection with the negotiation of the Joint Acquisition PSA for such Joint Acquisition.

Section 5.09. *Term.*

This Agreement (other than such rights and obligations that the JV Participants have become entitled to enforce or become liable for) shall begin as of the date first written above and shall continue in full force and effect until the earlier of (i) subject to the proviso in Section 3.04(a)(i), the occurrence of a Co-Investment Right Termination Event (unless otherwise agreed in writing by both parties) and (ii) termination of this Agreement by written agreement of both parties; *provided* that Sections 3.04(b), 3.06, 4.01, 4.05 and 4.08 and Article 5 shall survive any such termination.

Section 5.10. *Successors and Assigns.*

Except as otherwise provided herein, neither this Agreement nor any of the rights of any JV Participant hereunder may be assigned without the prior written consent of the other JV Participant. Either JV Participant may assign this Agreement or any of its rights hereunder to its Affiliate upon providing notice to the other JV Participant; *provided* that such assignment shall not relieve the assignor of any of its obligations hereunder. Except as may otherwise be provided herein, all of the terms and provisions of this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, executors, administrators, other personal Representatives, successors and permitted assigns.

Section 5.11. *No Third-Party Beneficiaries.*

This Agreement shall not confer any rights or remedies upon any Person other than the JV Participants and their respective successors and permitted assigns.

Section 5.12. *Enforcement.*

The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached and that any breach of this Agreement would not be adequately compensated by monetary damages. Accordingly, the parties hereto acknowledge and agree that in the event of any breach or threatened breach of any of their respective covenants or obligations set forth in this Agreement, the non-breaching party be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement by the other and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other under this Agreement.

Section 5.13. *Counterparts.*

This Agreement may be executed by facsimile or .pdf format scanned signatures and in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together, be deemed an original, and shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above written.

PATTERN ENERGY GROUP INC.

By: \_\_\_\_\_  
Name:  
Title:

PUBLIC SECTOR PENSION INVESTMENT BOARD

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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**EXHIBIT A**

**Purchase Rights Agreements**

(SEE ATTACHED)

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**EXHIBIT A-1**

(SEE ATTACHED)

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**EXHIBIT A-2**

(SEE ATTACHED)

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**EXHIBIT B**

**SPONSOR SERVICES AGREEMENT**

(SEE ATTACHED)

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**EXHIBIT C**

**FORM OF JOINT ACQUISITION PSA**

(SEE ATTACHED)

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**EXHIBIT D**

**JOINT ACQUISITION GOVERNANCE<sup>1</sup>**

<b>General:</b>	<p>PEGI will manage each Subject Project Company in accordance with the Sponsor Service Agreement.</p> <p>PEGI shall have the right to provide management operations and maintenance services and project administration services to each Subject Project Company on customary arm's-length terms pursuant to the Project Administration Agreement and Management, Operation and Maintenance Services Agreement in effect at the time of PSP's investment in the Subject Project Company</p> <p>Subject to the PSP consent rights, PEGI will have full discretion to manage each Subject Project Company. Other than the PSP consent rights, PSP shall have no governance rights with respect to the Subject Project Companies.</p>
<b>Project Company Funding:</b>	<p>Any equity requirements at the Subject Project Company shall be funded pro rata by all equity owners, and any deficiency in funding shall be significantly dilutive for a non-funding party.</p>
<b>Distributions:</b>	<p>The Subject Project Company shall provide for ordinary distributions to equity of all cash flows available for distribution unless PEGI and PSP both agree to structure distributions for such project company in a more tax-efficient method. As far as it is legally permissible, the Subject Project Company should periodically distribute all net cash flows to its owners on a pro-rata basis to their ownership, subject to retaining sufficient cash reserves to meet the Subject Project Company's reasonably foreseeable needs in relation to: existing or reasonably foreseeable obligations; solvency; and the current annual budget (including all agreed retention, capital expenditures and reserves).</p>
<b>PSP Consent Rights:</b>	<p>With respect to each Subject Project Company that is acquired by PEGI and PSP pursuant to a Joint Acquisition, PSP's consent will be required for the following matters:</p> <p>(a) Any amendment of the articles, equivalent constituting document or bylaws of the Subject Project Company (or any of its Subsidiaries), other than (i) as required by the applicable third-party partnership agreement, or (ii) amendments that are required by law or are of a clerical or "housekeeping" nature;</p>

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<sup>1</sup> Where applicable, references to PEGI and PSP are to the PEGI and PSP entity, respectively, that owns the applicable Subject Project Company.

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- (b) (i) the incorporation or acquisition of a Subsidiary of the Subject Project Company or the disposition of any shares of a Subsidiary of the Subject Project Company, (ii) the Subject Project Company or a Subsidiary thereof entering into any partnership, joint venture or similar arrangement with any other Person, or (iii) the purchase of any business by the Subject Project Company (or any of its Subsidiaries) or acquisition by stock or purchase by the Subject Project Company (or any of its Subsidiaries) of all or substantially all of the assets of any other Person;
- (c) the sale (or entry into of binding agreements to that effect), lease, exchange or other disposition of (i) all or substantially all of the assets of the Subject Project Company (or any of its Subsidiaries) or (ii) assets of the Subject Project Company (or any of its Subsidiaries) that would result in a material adverse effect on the power generation of the applicable project, or the granting of an option or right to such effect;
- (d) initiating or otherwise participating in voluntary winding-up or bankruptcy Proceedings of the Subject Project Company (or any of its Subsidiaries);
- (e) any merger, amalgamation or consolidation or the entering into of any agreement, arrangement or understanding to merge, amalgamate or consolidate, the Subject Project Company (or any of its Subsidiaries) with any Person;
- (f) any change to the equity capital structure of the Subject Project Company (whether by subdivision, consolidation or reclassification), the issuance or allotment of any equity or the granting of any right, option or privilege to acquire any equity or the redemption or repurchase by the Subject Project Company of any equity, other than (i) as contemplated in this Project Governance Framework including any purchase rights or equity dilutions provisions (including to fund non-discretionary expenses or amounts necessary to comply with legal obligations), (ii) as contemplated under applicable third-party partnership agreements, or (iii) amendments that are required by law or are of a clerical or “housekeeping” nature;
- (g) the taking or institution of any Proceedings for the continuance, winding-up, liquidation, reorganization or dissolution of the Subject Project Company (or any of its Subsidiaries) in each case under applicable debtor relief laws, other than as required by Applicable Law;

- (h) (i) any incurrence of any indebtedness by the Subject Project Company (or any of its Subsidiaries) for borrowed money or granting of any lien or security interest by the Subject Project Company (or any of its Subsidiaries) in respect of any indebtedness for borrowed money, including any financing or refinancing, that is not in existence as of the date of the closing of the applicable Joint Acquisition, other than (A) in the case of an amendment to or refinancing of existing indebtedness of the Subject Project Company, where the amended or refinanced indebtedness would not result in a capital call or be in excess of the total amount of the existing indebtedness outstanding at the time of the refinancing that would be amended or extinguished by the refinancing plus all applicable fees, costs and expenses including breakage costs incurred in connection with such new financing or the repayment of the existing indebtedness; or (B) indebtedness of less than 2% of the book value of assets of the Subject Project Company that is required to meet the Subject Project Company's obligations that cannot reasonably be expected to be met with project distributable cash flow or that can be satisfied with the posting of a letter of credit or other security, (ii) making any loan for borrowed money or entering into any external borrowing arrangements where the Subject Project Company (or any of its Subsidiaries) acts as a lender, (iii) the Subject Project Company (or any of its Subsidiaries) entering into any derivative transaction or amending in any material manner or terminating any derivative transaction other than in connection with a transaction described in clauses (i)(A) or (i)(B) above and other than short-term energy hedge, renewable attributes and/or capacity transactions, or (iv) any incurrence of any indebtedness for borrowed money or granting of any security interest or entering into any other borrowing arrangements, in each case by the Subject Project Company (or any of its Subsidiaries) with any related party;
- (i) the repayment of any loan or advance made by a related party to the Subject Project Company (or any of its Subsidiaries), other than in accordance with the terms agreed upon at the time the loan or advance was made;
- (j) the granting of any security on the assets of the Subject Project Company (or any of its Subsidiaries) other than (i) under a financing that is otherwise permitted pursuant to this Project Governance Framework, or (ii) customary liens created in the operation of the Subject Project Company (such as liens for trade payables, mechanics, suppliers and warehouse liens, capital leases and tax liens);
- (k) the guarantee or indemnification by the Subject Project Company (or any of its Subsidiaries) of, or the grant of security by the Subject Project Company (or any of its Subsidiaries) for, the debts or obligations of any third party, in each case other than customary guarantees or indemnitees arising out of the ordinary course of business of the Subject Project Company;

- (l) the guarantee or indemnification by the Subject Project Company (or any of its Subsidiaries) of, or the grant of security by the Subject Project Company (or any of its Subsidiaries) for, the debts or obligations of any related party;
- (m) any change to the distribution policy of the Subject Project Company agreed at the time of investment (or as amended by mutual agreement);
- (n) the Subject Project Company (or any of its Subsidiaries) entering into (on or after the date of PSP's investment), causing the early termination of, or making material amendments to (i) any Material Contract, (ii) applicable third-party partnership agreements, or (iii) any related-party Contracts, including the Management, Operation and Maintenance Services Agreement ("**MOMA**") and Project Administration Agreement ("**PAA**"), except (x) in each case for new contracts, terminations and/or amendments that are required by law or to avoid a material default by the Subject Project Company (or any of its Subsidiaries) or otherwise preserve material rights of a Subject Project Company (or any of its Subsidiaries) under a Material Contract and (y) in the case of clause (ii), as is required to give effect to the exercise of options or rights under such agreements. Notwithstanding the foregoing, with respect to any new related party Contracts which PEGI proposes, PEGI shall provide written notice to PSP setting out details of the scope of services to be provided by PEGI or such other related party under such new Contract and the corresponding fees payable to PEGI or such other related party thereunder. Within thirty (30) calendar days of such a notice, PSP may object to such new Contract on the ground that either the scope of services to be provided is not reasonable or that the proposed fees payable are not within the range of "market fees" (factoring in the proposed scope). If PSP timely objects, then the matter shall be referred to a dispute resolution process (such process to include mediation through progressively senior levels of each of PSP and PEGI following which the matter shall be referred to an independent third party expert reasonably selected by PSP, who shall determine if the scope of services to be provided is not reasonable or that the proposed fees payable are not within the range of "market fees" (factoring in the proposed scope)). If PSP does not timely object to the proposed new Contract, or if the independent third party expert so determines that the proposed scope of services is reasonable and the fees payable are within the range of "market fees", then PEGI shall be permitted to cause the applicable new Contract to be so entered into.

- (o) the approval by the Subject Project Company (or any of its Subsidiaries) of any capital expenditure or series of related capital expenditures in excess of 2% of the book value of the assets of the applicable Subject Project Company, other than as necessary to comply with Applicable Law, address a safety emergency or casualty or maintain an insurance policy relating to the applicable Subject Project Company;
- (p) the initiation or settlement by the Subject Project Company (or any of its Subsidiaries) of any material litigation or material administrative Proceeding;
- (q) the appointment and removal/replacement of auditors of the Subject Project Company, other than when such appointment, removal or replacement of auditors is designed to have the auditor of the Subject Project Company be the same as PEGI's auditor;
- (r) the adoption of and changes to employee benefits arrangements or schemes of the Subject Project Company (or its Subsidiaries), subject to customary materiality thresholds reasonable for an Entity of the same size and nature as the Subject Project Company;
- (s) the creation, modification or termination by the Subject Project Company (or any of its Subsidiaries) of any plan for the purchase of equity or other securities through the award of options to purchase equity, including a stock option plan or similar program;
- (t) any change to the accounting methods of the Subject Project Company (or any of its Subsidiaries) or to the Fiscal Year-end, other than (i) when such change to the accounting methods of the Subject Project Company (or any of its Subsidiaries) or to the Fiscal Year-end is designed to conform to the accounting methods or Fiscal Year-end of PEGI or (ii) to comply with GAAP;
- (u) any significant change in the scope or nature of the business of the Subject Project Company (or any of its Subsidiaries) and the entering into any Contract, agreement or commitment that would result in a significant change in the scope or nature of the business of the Subject Project Company (or any of its Subsidiaries); and
- (v) seeking to launch an initial public offering or the admission to trading on a recognized stock exchange of the whole or any part of the Subject Project Company's (or any of its Subsidiaries) issued securities.

**Sell Down/Transferability:**

The consent rights described above will not be transferable with PSP's ownership interest in a Subject Project Company, except for transfers to Permitted Transferees or the transferee from PSP of 100% of PSP's initial ownership interest in a Subject Project Company. If PSP transfers less than all of its ownership interest in a Subject Project Company, PSP shall retain full authority to exercise its surviving consent rights, but appropriate provisions may be included in the applicable transfer agreement as to PSP consulting with the transferee prior to exercise of such consent rights.

PSP's consent rights will terminate when PSP and its Permitted Transferees own 25% or less of the outstanding ownership interests in such Subject Project Company (or in the Person through which PEGI and PSP acquire their ownership interest in a Subject Project Company where PEGI and PSP are not the only owners); *provided* that PSP shall be entitled to transfer its consent rights to an acquirer of 100% of its initial ownership interest in the Subject Project Company and such transferee's consent rights will terminate when such transferee owns 25% or less of the outstanding ownership interests in such Subject Project Company (or in the Person through which PEGI and PSP acquire their ownership interest in a Subject Project Company where PEGI and PSP are not the only owners).

***Limitations on Transfer***

**Limitations on Transfer:**

In no event shall PSP transfer all or part of its ownership interest in a Subject Project Company to any Person that directly or indirectly (including through Affiliates) develops or operates wind power, solar power or (if and only if the applicable Subject Project Company includes a power transmission project other than a dedicated GEN-TIE) power transmission projects (collectively, the "Competitive Activities"). Notwithstanding the foregoing, PSP shall be permitted to transfer all or part of its ownership interest in a Subject Project Company to a pension fund, investment fund, pooled investment vehicle, insurance company or institutional investor that is directly or indirectly engaged in Competitive Activities through another Person (including through an Affiliate) *provided* that (i) the transferee's primary business activity is not its direct or indirect ownership of such Person, and (ii) such transfer shall not be to the Person that is directly engaged in Competitive Activities.

"transfer" means to sell, assign, dispose of, exchange, pledge, Encumber, hypothecate or otherwise transfer the applicable Subject Project Interest or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction), or agree or commit to do any of the foregoing; *provided* that neither the granting by any Person of a lien to a bona fide third party lender as collateral security for the obligations of such Person to such lender, or any action by such a lender to foreclose on any such lien, shall be deemed a transfer of the applicable Subject Project Interest, except that the sale by such a lender of the applicable Subject Project Interest to a third party, whether in a foreclosure sale or otherwise, shall constitute a transfer.

Any transferee that acquires all or any portion of PSP's interest in a Subject Project Company shall be required to provide to PEGI undertakings at least as favorable to PEGI as those set forth in Section 4.01.

**Transfers to Affiliates:**

PSP and PEGI shall be entitled to transfer all or part of their ownership interests in a Subject Project Company to one or more of their Controlled Affiliates; *provided* that any such transferee shall agree to be bound by the same restrictions applicable to PSP or PEGI, as applicable.

**Drag-Along Rights:**

Subject to first complying with its obligations under the heading "Right of First Offer", at any time, if PEGI and/or any of its Permitted Transferees (together, a "**Pattern Seller**") desires to effect a *bona fide* transfer of all (but not less than all) of its direct and indirect ownership interests in a Subject Project Company whether in one transaction or a series of related transactions (the "**Drag Sale Interests**" and, any such transactions or series of related transactions, a "**Drag Along Sale**") to any Person who deals at arm's length with such Pattern Seller, other than a Permitted Transferee, for cash then the Pattern Seller shall (in its sole discretion) be permitted to deliver written notice to PSP or its Permitted Transferees of such Drag Along Sale no later than fourteen (14) calendar days prior to the anticipated date of consummation of such Drag Along Sale (the "**Drag Along Notice**"). Such Drag Along Notice shall (i) identify the purchaser, the purchase price per security therefor and a summary of the other material terms and conditions of the proposed Drag Along Sale and (ii) be accompanied by forms of all agreements (including any schedules, exhibits and annexes thereto) to be entered into by or on behalf or for the account or otherwise for the benefit of the Pattern Seller, as applicable, in connection with the Drag Along Sale. Following receipt of the Drag Along Notice, PSP shall be obligated to sell to the purchaser all of PSP's direct and indirect ownership interest in the applicable Subject Project Company at the same purchase price per security, and otherwise on the same terms therefor and subject to the same conditions thereto, as the Pattern Seller. Neither the Pattern Seller nor any Controlled Affiliate thereof shall have entered into any collateral agreement, commitment or understanding with the purchaser or its affiliates that has or would have the effect of providing to the Pattern Seller or any such Controlled Affiliate consideration of greater value than the consideration offered pursuant to the Drag Along Sale; *provided* that such restriction shall not apply to any commercial agreement in effect at the time of such transaction (including, for the avoidance of doubt, the MOMA and PAA) that was entered into in accordance with the PSP Consent Rights. PSP shall not be required to make any representations or warranties with respect to the Drag Along Sale other than customary fundamental representations and warranties as to ownership, title and due authorization and PSP shall be solely responsible for the accuracy of such representations and warranties (and shall not have any liability for any such fundamental representations and warranties of PEGI). Notwithstanding the foregoing, PSP shall only be responsible for any indemnification obligations, escrow amounts and holdback amounts in connection with the Drag Along Sale (including with respect to any representations and warranties made by PEGI (other than the fundamental representations and warranties referred to above)) on a several and proportionate (and not joint and several basis) in accordance with its ownership interests in the Subject Project Company relative to the Pattern Seller. PSP shall not be required to enter into or be bound by any non-compete or similar restrictive covenants in connection with any Drag Along Sale. PSP and its Permitted Transferees shall be obligated to, and hereby do, waive any dissenters' rights, appraisal rights or similar rights in connection with any Drag Along Sale. If, substantially concurrently with the closing of a Drag-Along Sale the purchaser in such transaction terminates or agrees to terminate the MOMA and/or PAA, PEGI will waive any termination fees payable under the terminated MOMA or PAA, as applicable.

**Tag-Along Rights:**

Subject to first complying with its obligations under the heading "Right of First Offer", at any time, if a Pattern Seller desires to effect a *bona fide* transfer of some or all of its direct or indirect ownership interests in a Subject Project Company whether in one transaction or a series of related transactions (the "**Tag Sale Interests**" and, any such transactions or series of related transactions, a "**Tag Along Sale**") to any Person who deals at arm's length with such Pattern Seller, other than a Permitted Transferee, (a "**Tag Along Purchaser**"), then the Pattern Seller shall be required to provide PSP with at least thirty (30) calendar days' prior written notice (the "**Tag Along Notice**") of such proposed Tag Along Sale. Such Tag Along Notice shall (A) identify the Tag Along Purchaser, the amount of ownership interests in the applicable Subject Project Company proposed to be transferred by the Pattern Seller, the percentage of the then-issued and outstanding ownership interests in such Subject Project Company that such proposed transfer represents, the price per security therefor, and a summary of the other material terms and conditions of the proposed Tag Along Sale and (B) be accompanied by forms of all agreements (including any schedules, exhibits and annexes thereto) to be entered into by or on behalf or for the account or otherwise for the benefit of the Pattern Seller in connection with the proposed transfer. Within twenty (20) calendar days following receipt by PSP of the Tag Along Notice, PSP may, by providing written notice (which notice shall be deemed to be irrevocable when sent) (the "**Tag Along Acceptance Notice**") to the Pattern Seller, elect to transfer to the Tag Along Purchaser, as part of the Tag Along Sale, an amount of ownership interests in the Subject Project Company owned by PSP (the "**Tagging Interests**") up to the total amount of issued and outstanding ownership interests in the applicable Subject Project Company proposed to be transferred to the Tag Along Purchaser pursuant to the Tag Along Sale *multiplied* by a ratio, the numerator of which is PSP's ownership percentage in such Subject Project Company and the denominator of which is the total amount of issued and outstanding ownership interests in such Subject Project Company, at the same purchase price per security as the Pattern Seller and otherwise on the same terms therefor and subject to the same conditions thereto. Neither the Pattern Seller nor any Controlled Affiliate thereof shall have entered into any collateral agreement, commitment or understanding with the Tag Along Purchaser or its affiliates that has or would have the effect of providing to the Pattern Seller or any such Controlled Affiliate consideration of greater value than the consideration offered pursuant to the Tag Along Sale; *provided* that such restriction shall not apply to any commercial agreement in effect at the time of such transaction (including, for the avoidance of doubt, the MOMA and PAA) that was entered into in accordance with the PSP Consent Rights. If the Tag Along Purchaser does not accept all of the Tagging Interests tendered by PSP, then PEGI shall have the option to either (i) proportionately reduce the number of Tag Sale Interests and Tagging Interests to account for the maximum number of ownership interests that the Tag Along Purchaser is willing to purchase or (ii) abandon the Tag Along Sale. If PSP does not deliver a Tag Along Acceptance Notice within twenty (20) calendar days after receipt of the Tag Along Notice, PSP shall be deemed to have waived its rights with respect to the transfer of its ownership interests in the Subject Project Company pursuant to the applicable Tag Along Sale and the Pattern Seller shall have until one hundred eighty (180) days after the expiration of such twenty (20) calendar day period after the date of the Tag Along Notice in which to transfer the ownership interests described in the Tag Along Notice on terms not materially more favorable (in the aggregate) to the Pattern Seller than those set forth in the Tag Along Notice. If at the end of such one hundred eighty (180) day period the Pattern Seller shall not have completed the transfer of all of the Pattern Seller's ownership interests contemplated to be transferred in the Tag Along Notice (reduced to account for any Tagging Interests (if any) and all Tagging Interests (if any)), then PSP's tag along rights shall again apply with respect to any such unsold ownership interests.

**Right of First Offer:**

If either PSP or PEGI (as applicable, the “**ROFO Offeree**”) desires to transfer all or any portion of its ownership interests in a Subject Project Company to any Person who deals at arm’s length with such ROFO Offeree, other than to a Permitted Transferee, the ROFO Offeree shall give PSP or PEGI, as applicable (the “**ROFO Offeror**”) written notice setting forth the details of the ownership interest to be transferred (the “**Subject Ownership Interest**”) and any other material terms of the proposed transfer reasonably known or anticipated by the ROFO Offeree (a “**ROFO Notice**”). Within forty-five (45) calendar days after delivery of a ROFO Notice, the ROFO Offeror shall either: (i) deliver a written offer to the ROFO Offeree to purchase the Subject Ownership Interest (a “**ROFO Offer**”) or (ii) deliver a written notice to the ROFO Offeree that the ROFO Offeror will not make a ROFO Offer (a “**ROFO Declination**”). If the ROFO Offeror fails to deliver either a ROFO Offer or a ROFO Declination within such forty-five (45)-day period, the ROFO Offeror will be deemed to have delivered a ROFO Declination. Unless a ROFO Offer is accepted pursuant to written notice from the ROFO Offeree to the ROFO Offeror within ten (10) calendar days following the delivery of a ROFO Offer (the “**ROFO Acceptance Period**”), such ROFO Offer shall be deemed to have been rejected by the ROFO Offeree. In the event that the ROFO Offeree validly rejects a ROFO Offer or the ROFO Offeror delivers or is deemed to have delivered a ROFO Declination, subject to complying with its obligations under the heading “Tag-Along Rights”, the ROFO Offeree shall be free to transfer the applicable Subject Ownership Interest to any Person; *provided* that in the event the ROFO Offeror has previously delivered a ROFO Offer that was rejected by the ROFO Offeree, the ROFO Offeree shall only be permitted to enter into a definitive agreement to transfer the applicable Subject Ownership Interest (A) during the nine month period following the expiration of the ROFO Acceptance Period, (B) at a price greater than or equal to 105% of the price offered in the ROFO Offer and (C) on terms and conditions (economic and otherwise) that are not materially less favorable (in the aggregate) to the ROFO Offeree than the terms and conditions set forth in the ROFO Offer. If at the end of such nine month period the ROFO Offeree shall not have completed the transfer of the Subject Ownership Interest, then it shall once again be required to comply with this ROFO provision. If a ROFO offer is accepted during the ROFO Acceptance Period the ROFO Offeror shall acquire the Subject Ownership Interest, and the ROFO Offeree shall transfer the Subject Ownership Interest to the ROFO Offeror at the price set forth in the ROFO Offer; *provided* that neither party shall be required to provide any representations or warranties with respect to such transfer other than customary fundamental representations and warranties as to ownership, title and due authorization.

Miscellaneous

**Information Rights:**

PSP shall be entitled to receive periodic operational reporting with respect to each Subject Project Company consistent with the reporting provided to project lenders and tax equity. Such reporting to include, at a minimum, the following:

- a reasonably detailed budget on an annual basis;
- a reasonably detailed operating report, on a quarterly basis, including summary environmental, health and safety information, as applicable;
- actual financial and operational results data and reforecasting (if applicable), in each case on a quarterly basis;
- a distribution forecast (including calculations of debt services coverage ratio and forecasted distributions to partners (including tax equity partners), on a quarterly basis;
- unaudited financial statements (that do not include footnotes), within 60 days of the end of each fiscal quarter;
- audited financial statements (to the extent prepared and required under financing arrangements), within 120 days of the end of each fiscal year. If no audited financial statements are prepared then PSP shall have the right to request an audit of the applicable Subject Project Company, in which case PEGI shall use commercially reasonable efforts to cause audited financial statements to be prepared (at PSP's sole cost and expense) in an expeditious manner; and
- Such other items as PSP may be reasonably request from time to time.

PSP shall be entitled (at its sole cost and expense) to have auditors engaged by PSP review, subject to such auditors agreeing to comply with customary confidentiality restrictions, any financial statements prepared in respect of each Subject Project Company and all books and records and working papers related thereto; *provided* that any such reviews shall be scheduled upon reasonable advance notice by PSP and shall occur during normal business hours and shall be conducted in a manner not to unreasonably interfere with the business and operations of the applicable Subject Project Company or PEGI and its Affiliates.

Where the right to conduct any such review are subject to obligations of PEGI (or its Affiliates) or the Subject Project Company (or its Subsidiaries) to, or limitations imposed by, any joint venture partners or contractual counterparties of the applicable Subject Project Company (or its Subsidiaries), PSP's review rights will be subject to all such limitations and to full compliance by PEGI and PSP of all such obligations.

<b>Corporate Opportunities, Waiver of Fiduciary Duties, Etc.:</b>	To the maximum extent permitted by Applicable Law, no member, director, officer or partner (or equivalent) of any Subject Project Company will have any fiduciary duties to any equity holder of such Subject Project Company, including as may result from a conflict of interest between any of PEGI, PSP and the Subject Project Company. No JV Participant shall be obligated to recommend or take any action in its, his or her capacity as a director or officer of a Subject Project Company that prefers the interests of the Subject Project Company or the other JV Participant over the interests of such JV Participant.
<b>Tax Considerations</b>	Each of PEGI and PSP shall bear its pro rata share of any obligation or payment due to one or more third parties on account of the breach of any existing tax representations made, or tax indemnities given, to tax equity partners (other than tax equity partners that are Affiliates of PEGI, Pattern Development 1.0 or Pattern Development 2.0) relating to U.S. federal, state or local taxes with respect to any existing United States Subject Project Company (any such obligations or payment, a “U.S. Tax Loss”). PSP shall have the right to consult with PEGI and its Affiliates with respect to any claim regarding a U.S. Tax Loss in excess of \$100,000 (such claim, a “Significant U.S. Tax Claim”) and to participate fully in any negotiation, discussion, legal proceeding or other attempt to resolve a Significant U.S. Tax Claim. Neither PEGI nor any of its Affiliates shall settle, compromise or concede any portion of a Significant U.S. Tax Claim without the prior written consent of PSP. PEGI or an Affiliate of PEGI shall be the “tax matters partner” or the “partnership representative” (each as defined under the applicable section of the Code) of any joint venture vehicle that is a partnership for U.S. federal income tax purposes, and shall be given full faith and authority to manage the U.S. tax affairs of such joint venture vehicle to the fullest extent permitted by Law. Each of PEGI and PSP agrees that it shall take into account and report any adjustment to its U.S. tax items as notified by the “tax matters partner” or the “partnership representative,” as applicable, on behalf of any such joint venture vehicle in the manner required by Applicable Law, whether or not it owns an interest or remains a member or partner in the relevant joint venture vehicle in the year of such notification of adjustment.
<b>D&amp;O Indemnity:</b>	The Governing Documents will include customary D&O indemnification provisions, which shall provide for customary expense advancement and exculpation.
<b>Governing Law:</b>	New York.

**EXHIBIT E**  
**CONSTRUCTION FINANCING TERMS**

**ACQUISITION EQUITY BRIDGE FACILITY**

**INDICATIVE SUMMARY OF BASIC TERMS AND STRUCTURE**

<b>1. Facility</b>	An acquisition bridge debt facility (“Facility”) in respect of an equity interest in a project that either:  (i) has been acquired jointly by PEGI and PSP as a Joint Acquisition or from a third-party (an “Acquired Interest”, and PEGI’s share the “PEGI Acquired Interest”); or  (ii) is a Joint Acquisition that has been agreed to be acquired in the future by PEGI and PSP (a “Committed Acquisition”).
<b>2. Lender</b>	PSP (or an Affiliate)
<b>3. Borrower</b>	A single-purpose holdco entity that is either:  (i) an Affiliate of PEGI that holds the PEGI Acquired Interest; or  (ii) in the case of a Committed Acquisition, an Affiliate of Pattern Development 1.0 or Pattern Development 2.0 (whichever is the Subject Project Interest Seller) that holds the Subject Project Interest.
<b>4. Sponsor</b>	PEGI, Pattern Development 1.0, or Pattern Development 2.0, whichever (indirectly) holds the PEGI Acquired Interest or the Subject Project Interest.
<b>5. Security / Recourse</b>	Loans under the Facility (“Loans”) will be secured by a pledge of the Sponsor’s equity interest in the Borrower and will thus be structurally subordinated to the senior project construction financing.  Certain indemnities may also be provided by the Sponsor, corresponding to the allocation of construction risk in the applicable purchase and sale agreement for the Acquired Interest or the Committed Acquisition.  Otherwise the Facility will be non-recourse to the Sponsor. The Sponsor will retain the right to make unlimited injections of equity to cure events of default.
<b>6. Sizing</b>	The Facility will be sized at 100% of either:  (i) in the case of an Acquired Interest, the agreed purchase price for the PEGI Acquired Interest; or  (ii) in the case of a Committed Acquisition, the required construction equity investment in the project.

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<b>7. Use of Proceeds</b>	<p>The proceeds of the Loans will be used to fund either:</p> <p>(i) PEGI's acquisition of the PEGI Acquired Interest or a distribution to PEGI to reimburse the cost of the PEGI Acquired Interest; or</p> <p>(ii) in the case of a Committed Acquisition, a distribution to the Sponsor after the project construction equity investment has been fully funded.</p>
<b>8. Interest &amp; Fees</b>	<p>The Loans will bear interest at a fixed rate that is equal to the 25-year after-tax internal rate of return for the Acquired Interest or Committed Acquisition, per the financial model established on the signing date of the applicable purchase and sale agreement.</p> <p>In the case of an Acquired Interest, interest on the Loans may be paid quarterly in cash or capitalized into the balance of the Loans, at the Borrower's election.</p> <p>In the case of a Committed Acquisition, interest will be paid quarterly in cash.</p> <p>No upfront fees or commitment fees will be payable.</p>
<b>9. Reserve Requirements</b>	None.
<b>10. Repayment</b>	<p>The Loans will be repaid:</p> <p>(i) via a sweep of project cash distributions received by the Borrower; no distributions from the Borrower to the Sponsor will be permitted; and</p> <p>(ii) in full upon Maturity (see Section 11); and</p> <p>(iii) in the case of a Committed Acquisition, upon divestiture of the Subject Project Interest or the Borrower, by the Sponsor.</p> <p>No scheduled amortization of the Loans will be required. The Loans may be voluntarily prepaid in full or in part, at any time, at the Borrower's election.</p>
<b>11. Maturity</b>	The Facility will mature 12 months after COD of the project.
<b>12. Conditions Precedent to Closing</b>	Conditions precedent (and Borrower representations and warranties) will be consistent with those given by the Sponsor under the applicable purchase and sale agreement.

**EXHIBIT F**  
**MATERIAL CONTRACTS**

For each Subject Project Interest jointly acquired by PSP and PEGI "Material Contracts" shall mean Contracts of the following types:

- i. any lease or other type of agreement granting long-term real property tenure rights that is material to the Project, taken as a whole.
- ii. applicable third-party partnership agreements (including agreements with tax equity partners).
- iii. the engineering, procurement and construction agreement, balance-of-plant construction contract or similar agreement and related guarantee (but only to the extent adversely affecting the warranty provisions thereof).
- iv. the turbine supply agreement or similar material equipment supply agreement and related guarantee (but only to the extent adversely affecting the warranty provisions thereof).
- v. the service and maintenance agreement or similar agreement entered into in respect of the wind turbines or any other material equipment.
- vi. long-term power purchase agreement, long-term energy hedge agreement or similar agreement entered into with any off-taker to purchase electricity or other products from the Subject Project Company.
- vii. the interconnection agreement.
- viii. agreements evidencing indebtedness of the types described in clause (h) under "PSP Consent Rights" in Exhibit D; *provided* that agreements evidencing indebtedness that PEGI is permitted to incur without PSP's consent under such clause (h) shall not require PSP's consent under clause (n) under "PSP Consent Rights" in Exhibit D.
- ix. any other Contract that affects the Operating Period to which any Subject Project Company jointly acquired by PSP and PEGI or any of its Subsidiaries is a party or by which such Person, or any of its assets is bound and that:
  1. limits the freedom of any Subject Project Company or any of its Subsidiaries to compete in any line of business or with any Person or in any area or granting "most favored nation" or similar status, in a manner that is material to the Project, taken as a whole;
  2. is with Seller or any of its Affiliates that is material to the Project, taken as a whole; or
  3. the entry into or loss of which would result in a material adverse effect.

For purposes of this Exhibit F, "Project" means the power generation, storage or transmission facility or project owned by a Subject Project Company jointly acquired by PSP and PEGI.

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**SPONSOR SERVICES AGREEMENT**

**between**

**PATTERN ENERGY GROUP INC.**

**and**

**PUBLIC SERVICE PENSION INVESTMENT BOARD**

**Dated as of June 16, 2017**

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## SPONSOR SERVICES AGREEMENT

This SPONSOR SERVICES AGREEMENT (this “**Agreement**”), dated as of June 16, 2017 is between PATTERN ENERGY GROUP INC., a Delaware corporation (“**PEGI**”), PUBLIC SERVICE PENSION INVESTMENT BOARD, an Entity having its registered office at 1250 Rene-Levesque Blvd. West, Suite 1400, Montreal, Quebec, H3B 5E9, Canada (“**PSP**”) and each PSP Project Entity that may become a party to this Agreement from time to time in accordance with the terms hereof. PSP, PEGI and each PSP Project Entity are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**”.

### RECITALS

WHEREAS, Public Sector Pension Investment Board and PEGI have entered into that certain Joint Venture Agreement (the “**Joint Venture Agreement**”), dated as of the date hereof, pursuant to which, among other things, PSP and PEGI have agreed to a framework (the “**Joint Acquisition Framework**”) governing the acquisition and/or ownership of certain Subject Project Companies (as defined in the Joint Venture Agreement) that may from time to time be jointly owned by PEGI or its Affiliates, on the one hand, and a PSP Project Entity on the other (each, a “**Jointly Owned Company**”);

WHEREAS, PSP, for and on behalf of each PSP Project Entity, wishes to engage PEGI, and PEGI wishes to accept such engagement, to provide certain mutually agreed services to each PSP Project Entity with respect to the administration of the Joint Acquisition Framework and the Jointly Owned Companies, in each case in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

### ARTICLE 1 Definitions

Section 1.01. *Definitions.* As used in this Agreement, including the Recitals, all capitalized terms shall have the respective meanings given to them in this Agreement and in the Schedule of Definitions attached as Exhibit A. *Construction.* All references herein to any agreement shall be to such agreement as amended, supplemented or modified from time to time in accordance with its terms. All references to a particular Entity shall include a reference to such Entity’s successors and permitted assigns. The words “**herein**”, “**hereof**” and “**hereunder**” shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement. The singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa. The words “**includes**” or “**including**” shall be deemed to mean “**including, without limitation**” or the correlative meaning. All exhibits and schedules to this Agreement are hereby incorporated herein by reference and considered a part of this Agreement for all purposes.

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ARTICLE 2  
Engagement of PEGI

Section 2.01. *Engagement of PEGI.* PSP, for and on behalf of each PSP Project Entity, hereby engages PEGI as an independent contractor to provide the Services as set forth in this Agreement with respect to each of the Jointly Owned Companies listed on Exhibit C. PEGI accepts such engagement and agrees to perform such duties in accordance with the terms and conditions hereof. The Parties agree that Exhibit C shall automatically be amended to include any newly acquired or Jointly Owned Companies or any additional Projects acquired by any Jointly Owned Company. If any Project is held by a PSP Project Entity indirectly through more than one intermediary entity, then the definition of "Jointly Owned Company" shall be deemed to include such intermediary entities and the definition of Services shall be deemed to include services to such intermediary entities, to the extent reasonably required.

Section 2.02. *Relationship.* This Agreement is intended to create certain contractual rights and obligations between the Parties and is not intended, and the Parties agree that it does not, constitute any Party as the partner, agent or fiduciary of the other Party for any purpose or create any partnership, agency, fiduciary or other similar relationship or association of profit among the Parties or any of their respective Affiliates, employees, subcontractors, vendors or suppliers, or any of their respective employees, and neither Party shall have any partnership, agency, fiduciary or other similar duties, liabilities or obligations to the other Party or any of its Affiliates, employees, subcontractors, vendors or suppliers, or any of their respective employees, relating to or arising from this Agreement. Neither PEGI nor any of its Affiliates, employees, subcontractors, vendors or suppliers, or any of their respective employees shall be deemed to be employees or servants of PSP or any PSP Project Entity as a result of this Agreement or of performing any Services hereunder, and no such Person shall, as a result of entering into this Agreement or of performing any Services hereunder, have the right, authority, obligation or duty to assume, create or incur any liability or obligation, express or implied, against, in the name of, or on behalf of PSP or any PSP Project Entity, except to the extent expressly contemplated by and in accordance with this Agreement. To the fullest extent permitted by applicable Law, except as contemplated by the Joint Venture Agreement and any ancillary agreements contemplated thereby, each Party, on behalf of itself and its Affiliates, waives and renounces any right, interest or expectancy in, or in being offered an opportunity to participate in, business opportunities that are from time to time presented to it or its Affiliates or of which it or its Affiliates gains knowledge.

Section 2.03. *PSP Project Entities.* The PSP Project Entity that holds a direct interest in a Jointly Owned Company shall execute and deliver to PEGI an accession agreement, in the form attached to this Agreement as Exhibit D, pursuant to which such PSP Project Entity agrees to be bound as a PSP Project Entity pursuant to this Agreement (an "**Accession Agreement**"). If a PSP Project Entity executes an Accession Agreement, then PSP shall have no obligations or liabilities relating to such Jointly Owned Company, whether such obligations and liabilities arose prior to or after the date that the Accession Agreement was executed and delivered to PEGI.

ARTICLE 3  
Term and Renewal

Section 3.01. *Term.* The term of this Agreement (the “**Term**”) shall commence on the date first set forth above (“**Commencement Date**”) and, subject to termination pursuant to Article 9, shall continue with respect to PSP and PEGI until the expiration of the last Jointly Owned Company Service Period and, with respect to a PSP Project Entity, shall continue until the expiration of the Jointly Owned Company Service Period for the Jointly Owned Company in which such PSP Project Entity holds an interest. PEGI shall provide the Services to each Jointly Owned Company for the period commencing on the closing of a transaction resulting in the acquisition or formation of a Jointly Owned Company or the closing of an acquisition of a Project by a Jointly Owned Company and ending on the latter of (x) the twenty-fifth anniversary of such date and (y) the twenty-fifth anniversary of the commercial operation date of the Project held by such Jointly Owned Company (an “**Initial Jointly Owned Company Service Period**”); *provided* that in no case shall an Initial Jointly Owned Company Service Period extend beyond the estimated useful life of the relevant Project as set forth in the applicable Financial Model.

Section 3.02. *Renewal.* Upon a written notice of renewal delivered by PSP or the relevant PSP Project Entity to PEGI at least twelve (12) months prior to the scheduled expiration of any Initial Jointly Owned Company Service Period, such period shall be extended on the same terms and conditions for a five (5) year period or such shorter period as may determined by PSP or the relevant PSP Project Entity, subject to termination pursuant to Article 9 (the Initial Jointly Owned Company Service Period plus any such extension being the “**Jointly Owned Company Service Period**”). For the avoidance of doubt, if multiple Projects are held by a Jointly Owned Company, a separate Jointly Owned Company Service Period shall apply to each such Project.

ARTICLE 4  
Scope of Services

Section 4.01. *Services.* PEGI agrees to provide the services described in Exhibit B to each PSP Project Entity with respect to each Jointly Owned Company and, subject to Section 4.03, such other services as mutually agreed by the Parties (collectively the “**Services**”), during each applicable Jointly Owned Company Service Period or for such lesser period of time during the Term as specified in Exhibit B.

Section 4.02. *Third Party Service Providers.* The Parties acknowledge that, in connection with the Services, PEGI may engage certain third party service or other providers that any Jointly Owned Company would otherwise directly engage (i) if less than \$25,000 (or the equivalent thereof if such amount is not expressed in U.S. dollars) in value (and, in case of agreements to be made on a regular and periodic basis with the same Person, \$25,000 (or the equivalent thereof if such amount is not expressed in U.S. dollars) in accumulative value of such agreements covering any 12-month period), subject to an aggregate cap of \$100,000 (or the equivalent thereof if any such amounts are not expressed in U.S. dollars) in any 12-month period for services provided to any individual Jointly Owned Company or (ii) upon receipt of written approval from PSP or a PSP Project Entity (which approval shall be at PSP’s or such PSP Project Entity’s sole and absolute discretion); *provided* that in each of cases (i) and (ii), PEGI will enter into such agreements (collectively under this Section 4.02, the “**JV Contractor Agreements**”) only as agent for and on behalf of the Jointly Owned Company, and not in PEGI’s own capacity and without any liability on the part of PEGI, *provided*, that PEGI shall select such third party service or other provider with reasonable care, and *provided, further*, that nothing in this Section 4.02 shall derogate from PEGI’s liabilities and obligations pursuant to Article 8.

Section 4.03. *Service Changes.* Any change to the Services must be specified in a written statement of work (a “**Statement of Work**”) to be mutually agreed and executed by PEGI, on the one hand, and PSP or the relevant PSP Project Entity, on the other hand. Each Statement of Work shall reference this Agreement and shall specify (i) the change to the Services to be performed by PEGI, and an amended Exhibit B to incorporate such change to the Services and to specify the term in which such services are to be provided, (ii) any change in the compensation payable to PEGI and (iii) other mutually agreed upon terms.

ARTICLE 5  
Representation and Warranties

Section 5.01. *General.* Each Party that is a party to this Agreement on the date hereof represents and warrants to the other Party on the date hereof that: it is duly formed and existing under the Laws of the jurisdiction of its formation and is duly qualified to do business in each jurisdiction where the nature of its business or its operations requires such qualification;

(b) the execution, delivery and performance of this Agreement is within its company, corporate or partnership, as the case may be, powers, have been duly authorized by all necessary company, corporate or partnership, as the case may be, action and does not require any approval or consent of any Person that has not been obtained and does not contravene, conflict with or constitute a default under any of the terms or conditions in its governing documents, any contracts to which it is a party or any Law, judgment, injunction, decree, rule, regulation, order or the like binding upon such Party or its property;

(c) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws effecting creditors’ rights and remedies generally and to the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity);

(d) it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt; and

(e) no legal proceeding is pending or threatened against it or, to its knowledge, any of its Affiliates that could materially adversely affect its ability to perform its obligations under this Agreement.

Section 5.02. *PEGI Representations.* In addition to the representations and warranties in Section 5.01, PEGI represents and warrants to PSP on the date hereof that PEGI:

(a) to the best of its knowledge is in compliance in all material respects with all Laws as required for its performance of the Services under this Agreement;

(b) has adequate resources for the performance of the Services; and

(c) has experience in performing services such as the Services, is fully qualified to and holds all material licenses, permits, registrations and authorizations required to perform the Services hereunder.

## ARTICLE 6 Fees and Cost Reimbursement

### Section 6.01. *Remuneration.*

(a) *Fees.* For each Project that is held by each Jointly Owned Company, the relevant PSP Project Entity shall pay PEGI or its designee an annual fee (invoiced on a quarterly basis) as shown in Exhibit C (each, a “**Fixed Fee**”) and escalating pursuant to the CPI Adjustment. The Fixed Fee for each Project that is held by each Jointly Owned Company will be established at the commencement of the applicable Jointly Owned Company Service Period and shall initially equal (x) an amount that corresponds to a 40 basis points reduction to the Project Rate of Return, multiplied by (y) the applicable PSP Project Entity’s ownership percentage in the applicable Project, expressed in the functional currency of the applicable Project that is owned by the applicable Jointly Owned Company. In addition to the Fixed Fee, each PSP Project Entity shall pay PEGI or its designee an amount equal to all Reimbursable Expenses in respect of the relevant Jointly Owned Company. The Fixed Fees shall be payable quarterly in arrears in accordance with Section 6.03 at the rate of one fourth (1/4<sup>th</sup>) of the annual amount, as applicable. The Reimbursable Expenses shall be payable quarterly in arrears in accordance with Section 6.03.

(b) *Sales Taxes.* All fees paid by a PSP Project Entity to PEGI or its designee as consideration for the Services shall be exclusive of all sales and transfer taxes, registration charges and transfer fees, and any other applicable local taxes (collectively “**Sales Taxes**”). Each PSP Project Entity shall be liable for and shall direct, pursuant to a Project Distribution Payment Direction, the relevant Jointly Owned Company to pay to PEGI or its designee an amount equal to the Sales Taxes required to be collected by PEGI or its designee from such PSP Project Entity in respect of the provision of the Services that are reflected in any Invoice. Any such payment made by a Jointly Owned Company in accordance with this Section 6.01(b) shall constitute a payment by such PSP Project Entity to PEGI or its designee of the amount of such Sales Taxes.

(c) *Withholding Taxes.* Any and all payments made by a PSP Project Entity to PEGI or its designee shall be made without deduction or withholding for any taxes, except as required by applicable Law. If a PSP Project Entity is required under Law (as determined in its good faith discretion) to withhold taxes in respect of payments made to PEGI or its designee, such PSP Project Entity shall direct, pursuant to a Project Distribution Payment Direction, the relevant Jointly Owned Company to withhold such taxes from any amount payable to PEGI or its designee unless an exemption from (or a reduction of) withholding tax applies under applicable Law or any applicable tax convention, whichever is more advantageous to PEGI or its designee, and to pay such amount to such PSP Project Entity. Any amount withheld pursuant to this Section 6.01(c) shall be remitted by such PSP Project Entity to the relevant Governmental Authority within prescribed delays and any amount so remitted shall be deemed to have been paid to PEGI or its designee, as the case may be. A PSP Project Entity will promptly notify PEGI of such withholding and provide any official documentation evidencing payment of such withholding.

(d) *Fixed Fee Adjustment.* Each Fixed Fee shall be adjusted annually (such adjustment being the “**CPI Adjustment**”) as of January 1 in each year during the applicable Jointly Owned Company Service Period, commencing on January 1 of the year following the year in which the applicable Jointly Owned Company Service Period commences, to reflect the percentage increase or decrease in the CPI effective as of December 31 of the immediately preceding year over the CPI effective as of December 31 of the second immediately preceding year (the “**CPI Percentage**”). The CPI Adjustment will be made as soon as practicable after January 1 in each year as the CPI effective as of December 31 of the immediately preceding year is published and the CPI Adjustment shall be made effective retroactively to January 1 of that year. The CPI Adjustment shall be made by adding to the Fixed Fee for the current year an amount equal to the result obtained when the CPI Percentage as of December 31 in the immediately preceding year is multiplied by the amount of the Fixed Fee with respect to the immediately preceding year (the amount of such Fixed Fee for the immediately preceding year to be annualized if such immediately preceding year consists of fewer than twelve (12) full months).

Section 6.02. *Reimbursable Expenses.* “**Reimbursable Expenses**” are (i) any and all reasonable out of pocket costs and expenses that are paid by PEGI to third parties in performing the Services and (ii) any and all costs and expenses paid by PEGI under any JV Contractor Agreements; *provided* that, in each of (i) and (ii), with respect to any such costs and expenses relating to a Jointly-Owned Company, Reimbursable Expenses shall be limited to the amount of such Reimbursable Expenses multiplied by a fraction, the numerator of which is equal to such PSP Project Entity’s ownership interest in the relevant Project and the denominator of which is the sum of such PSP Project Entity’s ownership interest, PEGI’s ownership interest and the ownership interest of any third party in such Project. For the avoidance of doubt Reimbursable Expenses shall not include any fees, costs and expenses that are incurred by a Jointly Owned Company directly, including pursuant to any JV Contractor Agreement, any allocations of general and administrative costs, including employee compensation, any other overhead costs and expenses or any fees, charges, costs or expenses charged to PEGI by an Affiliate of PEGI or any amounts paid pursuant to the relevant MOMA or PAA.

Section 6.03. *Payment Procedure.*

(a) PEGI or its designee shall submit to the relevant PSP Project Entity (with a copy to PSP), on a quarterly basis, (i) a detailed invoice (“**Invoice**”) showing the Fixed Fee and any Reimbursable Expenses, in each case earned or incurred, as the case may be, in the just-ended quarter, in accordance with the terms hereof and (ii) in respect of each item of Reimbursable Expenses in respect of the Jointly Owned Company in which such PSP Project Entity holds an interest, supporting documents including a reasonably detailed summary of the service performed and evidence of payment, including copies of any underlying invoices therefor.

(b) Subject to Section 6.03(d) and Section 6.03(e), the relevant PSP Project Entity shall pay the amounts set out in each Invoice concurrently with the making of the next following Project Distribution by the Jointly Owned Company to which the Invoice pertains. Such payment shall be made by such PSP Project Entity delivering a payment direction (a “**Project Distribution Payment Direction**”) to such Jointly Owned Company pursuant to which such PSP Project Entity directs such Jointly Owned Company to pay a portion of such Project Distribution to PEGI in full satisfaction of the corresponding amount of such Invoice. Any payment by a PSP Project Entity to PEGI or its designee in accordance with such payment direction shall constitute a payment by such PSP Project Entity to PEGI or its designee.

(c) Within sixty (60) days after the receipt of an Invoice, the relevant PSP Project Entity shall notify PEGI or its designee of any disputed amount in such Invoice that it asserts is not in compliance with the requirements of this Agreement.

(d) In the event of any dispute by a PSP Project Entity about any amount invoiced by PEGI or its designee under Section 6.03(a), and any amount so disputed which has been paid but is ultimately determined to have been not payable shall be credited against future amounts owing to PEGI or its designee by such PSP Project Entity under this Agreement, when so determined to have not been payable and any disputed amount which has not been paid but is ultimately determined to have been payable shall be paid to PEGI or its designee by the relevant PSP Project Entity, when so determined to have been payable.

(e) In no event shall a PSP Project Entity be required to make a payment to PEGI or its designee pursuant to this Section 6.03 in excess of the Project Distribution triggering the applicable payment; *provided* that any amount payable in excess of the applicable Project Distribution shall accrue and be payable promptly following the next Project Distribution to such PSP Project Entity. For the avoidance of doubt, any payment by or on behalf of a PSP Project Entity shall be applied to the oldest amount so accrued at such time.

Section 6.04. *PSP Access and Audit Rights.*

(a) Upon not less than three (3) Business Days' written notice to PEGI, PEGI shall allow PSP and a PSP Project Entity and their respective authorized representatives access (solely to the extent relevant to the terms of this Agreement) to inspect the books and records, and, with respect to Reimbursable Expenses, Invoices, supporting documents, invoices received by PEGI from third party service providers, proof of payment and other materials as PSP or such PSP Project Entity may require as support thereof, maintained by PEGI in each case solely with respect to Fixed Fees and Reimbursable Expenses under this Agreement, and to allow PSP or such PSP Project Entity to cause an audit thereof to be conducted for any period that is within the last eighteen (18) months (at PSP's or such PSP Project Entity's own cost and expense unless the audit discloses material errors or omissions in which case PEGI shall bear the cost of the audit); provided, that such books and records may only be audited a maximum of once per calendar quarter and *provided*, further, that PEGI's personnel files shall not be subject to inspection. All access pursuant to this Section 6.04 shall be during normal business hours and shall not unreasonably interfere with the business and affairs of the Jointly Owned Company or PEGI.

(b) If any inspection or audit referred to in Section 6.04(a) or any report delivered to PSP or a PSP Project Entity in accordance with this Agreement discloses that any error has occurred and that, as a result thereof, any overpayment or any underpayment of any Fixed Fees or Reimbursable Expenses has occurred, the amount thereof shall promptly be paid to the Party to whom it is owed by the other Party; *provided*, that a Party shall only be liable for any amounts hereunder that relate to errors discovered and disclosed within the authorized inspection and audit period.

(c) Notwithstanding Section 6.04(a), each of PSP and any PSP Project Entity shall be entitled to conduct an audit with respect to any period (and not, for the avoidance of doubt, only a period that is within the last eighteen (18) months) upon the final, non-appealable determination that PEGI or any of its Affiliates have committed actual fraud in connection with the performance of the Services or PEGI's obligations pursuant to this Agreement. The provisions of Section 6.04(a) and Section 6.04(b) shall apply to any such audit that is conducted by PSP or any PSP Project Entity pursuant to this Section 6.04(c), *mutatis mutandis*, without limitation to any other rights that PSP or such PSP Project Entity may have under applicable Laws.

Section 6.05. *Set-Off.* The PSP Project Entity to whom an amount is owed pursuant to this Agreement may exercise a right of set-off in respect of such amount so that any amounts payable by the PSP Project Entity to PEGI shall be reduced to the extent of amounts outstanding to the PSP Project Entity and payable by PEGI.

ARTICLE 7  
PEGI Property

Section 7.01. *PEGI Property.* As between the Parties, PEGI shall own all right, title and interest in and to any and all Intellectual Property developed by or on behalf of PEGI or any of its Affiliates, employees, contractors, consultants or other agents in connection with its performance of the Services (“**PEGI IP**”). Subject to the terms and conditions of this Agreement, PEGI hereby grants to PSP and the PSP Project Entities, a non-exclusive, non-transferable, non-sublicensable, royalty-free license on an “as is” warranty-free basis, in, to and under the PEGI IP, but solely to the extent necessary for the administration of each applicable Jointly Owned Company during the applicable Jointly Owned Company Service Period; *provided* that following the termination or expiration of the applicable Jointly Owned Company Service Period, PSP and the PSP Project Entities may continue to use such PEGI IP but solely to the extent required by PSP or the PSP Project Entities for routine internal compliance, audit or record keeping purposes, in each case related to the Services performed under this Agreement prior to the termination or expiration of the applicable Jointly Owned Company Service Period. The PEGI IP shall be deemed to be Confidential Information of PEGI and subject to the terms and conditions of Article 13.

Section 7.02. *Further Assurances.* Upon the request of PEGI, during and after the Term, PSP and the PSP Project Entities shall take any and all actions and execute any and all documents reasonably necessary to perfect, confirm and record PEGI’s ownership of the PEGI IP, provided that PEGI shall be solely responsible for any and all out of pocket costs and expenses of PSP and the PSP Project Entities in connection therewith.

ARTICLE 8  
Indemnification

Section 8.01. *Indemnification by PEGI.* PEGI shall defend, indemnify and hold harmless each PSP Indemnified Party from and against any and all Claims incurred by or asserted against any PSP Indemnified Party in connection with this Agreement arising out of or relating to (i) any violation of Law by PEGI or its Affiliates in connection with the Services or the performance of its duties hereunder, (ii) any taxes imposed on or attributable to the income or property of PEGI; (iii) demands or liens by subcontractors for nonpayment of amounts due as a result of furnishing work or materials to PEGI for the Services (unless such nonpayment is due to a PSP Project Entity’s failure to make payments to PEGI as specified in this Agreement), (iv) injury to or death of any Person, including employees of PEGI, (v) loss of or damage to property, (vi) the failure of PEGI to comply with the terms of this Agreement, including a breach of the standard of performance set forth in Section 10.01 or (vii) actual or alleged infringement or misappropriation by PEGI of any intellectual property of a third party in connection with PEGI’s performance of the Services; *provided, however*, in each of cases (iv), (v) and (vii) only to the extent that the Claim results from the negligent actions or negligent inactions of or breach of the terms of this Agreement by, or the actual fraud, willful misconduct, recklessness or bad faith of, any PEGI Indemnified Party; *provided, further*, that PEGI shall not be required to defend, indemnify or hold harmless any PSP Indemnified Party from and against, and no PSP Indemnified Party shall be exculpated from, any Claims to the extent caused by any PSP Indemnified Party or arising from a breach of this Agreement by a PSP Indemnified Party or the negligent actions or inactions by, or the actual fraud, willful misconduct, recklessness or bad faith of, any PSP Indemnified Party or otherwise not attributable to any PEGI Indemnified Party.

Section 8.02. *Indemnification by PSP.* The PSP Project Entities (and, solely to the extent that a PSP Project Entity has not executed an Accession Agreement in respect of a Jointly Owned Company in accordance with Section 2.03, PSP) shall severally, and not jointly or jointly and severally, indemnify, defend and hold harmless each PEGI Indemnified Party from and against any and all Claims incurred by or asserted against such PEGI Indemnified Party in connection with this Agreement arising out of or relating to (i) any a violation of Law to be complied with by such PSP Project Entity hereunder, (ii) any taxes imposed on or attributable to the income or property of such PSP Project Entity or of PSP, (iii) injury to or death of any Person, including employees of such PSP Project Entity, (iv) loss of or damage to property or (v) the failure of such PSP Project Entity to comply with the terms of this Agreement; *provided, however*, in each of cases (iii) and (iv) only to the extent that the Claim results from the negligent actions or negligent inactions of or breach of the terms of this Agreement by, or actual fraud, willful misconduct, recklessness or bad faith of, any PSP Indemnified Party; *provided, further*, however, that a PSP Project Entity shall not be required to defend, indemnify or hold harmless any PEGI Indemnified Party from and against, and no PEGI Indemnified Party shall be exculpated from, any Claims to the extent caused by any PEGI Indemnified Party or arising from a breach of this Agreement by PEGI or any PEGI Indemnified Party or the negligent actions or inactions by, or the actual fraud, willful misconduct, recklessness or bad faith of, any PEGI Indemnified Party, and *provided, further*, that no PSP Project Entity shall be liable for any Claim relating to a Jointly Owned Company in which such PSP Project Entity does not hold an interest.

Section 8.03. *Indemnification Procedure.* When required to indemnify an Indemnified Party in accordance with this Article 8, PEGI or the relevant PSP Project Entity, as applicable (in such capacity, the “**Indemnifying Party**”) shall assume on behalf of such Indemnified Party and conduct with due diligence and in good faith the defense of any Claim against such Indemnified Party and shall bear the expense thereof, whether or not the Indemnifying Party shall be joined therein, and the Indemnified Party shall cooperate with the Indemnifying Party in such defense. The Indemnifying Party shall have charge and direction of the defense and settlement of such Claim, *provided, however*, that without relieving the Indemnifying Party of its obligations hereunder or impairing the Indemnifying Party’s right to control the defense or settlement thereof, the Indemnified Party shall be consulted on the defense and settlement of such Claim and may elect to participate through separate counsel in the defense of any such Claim, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (a) the employment of counsel by such Indemnified Party has been authorized in writing by the Indemnifying Party, (b) the Indemnified Party shall have reasonably concluded that there exists a material conflict of interest between the Indemnifying Party and such Indemnified Party in the conduct of the defense of such Claim (in which case the Indemnifying Party shall not have the right to control the defense or settlement of such Claim on behalf of such Indemnified Party) or (c) the Indemnifying Party shall not have employed counsel reasonably acceptable to the Indemnified Party to assume the defense of such Claim within a reasonable time after notice of the commencement thereof. In each of such cases set forth in the second sentence of this paragraph, the reasonable fees and expenses of counsel shall be at the expense of the Indemnifying Party except where the Indemnifying Party is ultimately deemed not to have been required to provide the indemnity sought by the Indemnified Party. The Indemnifying Party shall not settle any Claim if the terms of such settlement (x) require the payment of any amount by the Indemnified Party for which the Indemnified Party is not indemnified hereunder or (y) provide for non-monetary damages, in each case without the written consent of the Indemnified Party, which consent shall not be unreasonably conditioned, withheld or delayed.

Section 8.04. *Trustee and Agent.* Each Party acknowledges that the other Party is acting as trustee and agent for the remaining PSP Indemnified Parties or PEGI Indemnified Parties, as the case may be, on whose behalf and for whose benefit the indemnity in Section 8.01 or Section 8.02, as the case may be, is provided and that such remaining Indemnified Parties shall have the full right and entitlement to take the benefit of and enforce such indemnity notwithstanding that they may not individually be Parties to this Agreement. Each Party agrees that the other Party may enforce the indemnity for and on behalf of such remaining PSP Indemnified Parties or PEGI Indemnified Parties, as the case may be, and, in such event, the Party from whom indemnification is sought will not in any proceeding to enforce the indemnity by or on behalf of such remaining PSP Indemnified Parties or PEGI Indemnified Parties, as the case may be, assert any defense thereto based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defense.

Section 8.05. *Survival.*

(a) Notwithstanding any other provision of this Agreement, the provisions of this Article 8 are intended to and shall survive termination of this Agreement for a period of eighteen (18) months after its expiration or termination.

(b) Any rights or obligations that have accrued prior to the termination shall survive notwithstanding the termination of this Agreement.

#### ARTICLE 9 Termination

Section 9.01. *Termination by Either Party.* Either PEGI or PSP (“**Terminating Party**”) may terminate this Agreement without limiting any other rights or remedies it may have):

(a) in the case of a termination by PSP, if PEGI fails to make any payment required to be made hereunder when such payment is due and owing under this Agreement and in the case of a termination by PEGI, if a PSP Project Entity fails to make any payment requirement hereunder when such payment is due and owing under this Agreement (in each case, other than, for certainty, payments in respect of which a dispute notice has been delivered pursuant to Section 6.03(c)), and such failure shall continue for fifteen (15) days after written notice thereof has been given to the non-paying Party; *provided, however*, that such right of termination under Section 9.01(a) may not be exercised if PEGI’s or a PSP Project Entity’s failure to make a payment required to be made hereunder arises out of or relates to the Terminating Party’s (or, in the case of a termination by PSP, a PSP Project Entity’s) actual fraud, willful misconduct, recklessness or bad faith; or

(b) (i) in the case of a termination by PSP, if PEGI under applicable debtor relief Laws, (A) has filed against it a petition under any bankruptcy, insolvency or similar Law of any jurisdiction which are not dismissed within sixty (60) Business Days of the date filed, (B) proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, (C) makes an assignment for the benefit of creditors, or (D) files a voluntary petition in bankruptcy or under any insolvency or similar Law or consents to the filing of any bankruptcy or reorganization petition against it under any similar Law, or if receivers, trustees, custodians or similar agents are appointed or take possession with respect to any property or business of PEGI, and (ii) in the case of a termination by PEGI, if PSP or a PSP Project Entity under applicable debtor relief Laws, (w) has filed against it a petition under any bankruptcy, insolvency or similar Law of any jurisdiction which are not dismissed within sixty (60) Business Days of the date filed, (x) proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, (y) makes an assignment for the benefit of creditors, or (z) files a voluntary petition in bankruptcy or under any insolvency or similar Law or consents to the filing of any bankruptcy or reorganization petition against it under any similar Law, or if receivers, trustees, custodians or similar agents are appointed or take possession with respect to any property or business of PSP or such PSP Project Entity.

Section 9.02. *Termination by PSP.*

(a) PSP shall be entitled to terminate this Agreement by delivery of written notice of termination to PEGI (i) if PEGI fails to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder but including a breach of the standard of performance set forth in Article 10, and such failure shall continue for thirty (30) days after written notice thereof has been given to PEGI, unless such failure cannot reasonably be cured within said thirty (30) days and PEGI shall have commenced to cure such failure within said period and shall thereafter proceed with reasonable diligence and good faith to cure such failure, in accordance with a schedule reasonably acceptable to PSP, (ii) in the event of actual fraud, willful misconduct, recklessness or bad faith of PEGI or its Affiliates, in each case in connection with this Agreement or (iii) in the event of the termination or resignation of a majority of the individuals that comprise PEGI's management team as of immediately prior to a Change of Control that occurs in connection with and substantially concurrently with such Change of Control. For the purpose of this Section 9.02(a), "**Change of Control**" means that any person or group of persons acting jointly or in concert acquires Control of PEGI, where "Control" means (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of PEGI carrying votes or ownership interests sufficient to elect or appoint more than 50% of the individuals who are responsible for the supervision or management of PEGI, or (ii) the exercise of de facto control of PEGI, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise. Any amounts payable by a PSP Project Entity hereunder through the effective date of termination shall be payable pursuant to a final Invoice to be paid in accordance with Section 6.03.

(b) Each Jointly Owned Company Service Period for a Jointly Owned Company shall terminate automatically, as of the date that such Jointly Owned Company permanently ceases operations (including, for the avoidance of doubt, any wind-up operations).

Section 9.03. *Termination by PEGI.* PEGI shall be entitled to terminate this Agreement by delivery of written notice of termination to PSP if PSP or any PSP Project Entity fails to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of sums to be paid hereunder, and such failure shall continue for thirty (30) days after written notice thereof has been given to PSP and such PSP Project Entity, unless such failure cannot reasonably be cured within said thirty (30) days and PSP or the relevant PSP Project Entity, as the case may be, shall have commenced to cure such failure within said period and shall thereafter proceed with reasonable diligence and good faith to cure such failure in accordance with a schedule reasonably acceptable to PEGI. In connection with a termination pursuant to this Section 9.03, any amounts payable by a PSP Project Entity hereunder through the effective date of termination shall be payable pursuant to a final Invoice to be paid in accordance with Section 6.03.

Section 9.04. *Termination for Convenience.* PEGI may terminate a Jointly Owned Company Service Period for a Jointly Owned Company for convenience at any time upon twelve (12) months' prior written notice to PSP. In the event of such termination, all amounts payable hereunder by the relevant PSP Project Entity will continue to be payable pursuant to a final Invoice to be paid in accordance with Section 6.03. Following delivery of the twelve (12) months' written notice to PSP:

(i) PEGI shall use commercially reasonable efforts to assist PSP and the relevant PSP Project Entity in the appointment and commencement of duties of any Person to be appointed by PSP or the relevant PSP Project Entity to provide the services (substantially similar to Services) to PSP or the relevant PSP Project Entity with respect to the applicable Jointly Owned Company (with respect to such Jointly Owned Company, the "**Successor Service Provider**") so as not to disrupt the normal provision of the Services to the relevant PSP Project Entity with respect to such Jointly Owned Company and shall provide the Successor Service Provider with full access to all relevant information, data and records in PEGI's possession relating thereto and comply with all reasonable requests made by the Successor Service Provider in connection with preparing for taking over the provision of such services to the relevant PSP Project Entity.

(ii) PEGI, to the extent allowed by such agreements and as may be required by PSP, shall transfer to the Successor Service Provider, as from the date of termination, its rights as PEGI under all agreements entered into by it in the performance of its obligations under this Agreement that are specific to the provision of the Services to the relevant PSP Project Entity with respect to the applicable Jointly Owned Company. Pending such transfer, PEGI shall hold its rights and interests thereunder for the account and to the order of the relevant PSP Project Entity or (if so required by PSP by written notice) the Successor Service Provider, provided that the relevant PSP Project Entity shall indemnify PEGI for all liabilities incurred by PEGI under these agreements as a result of their continuation and performance by such PSP Project Entity or, as the case may be, the Successor Service Provider.

(iii) For a period of up to ninety (90) days following termination, but prior to the appointment of a Successor Service Provider, PEGI shall cooperate with PSP and the relevant PSP Project Entity to arrange for its personnel, to the extent available, to continue to provide support to the relevant PSP Project Entity in connection with the provision of the Services with respect to the applicable Jointly Owned Company for a mutually agreed fee.

Section 9.05. *Completion of Services at End of Term.* Upon termination or expiration of a Jointly Owned Company Service Period, all Services with respect to applicable Jointly Owned Company as required under this Agreement shall have been performed through the date of termination.

#### ARTICLE 10 Standard of Performance

Section 10.01. *Prudent Service Provider Standard.* PEGI shall perform its duties hereunder in accordance with the Prudent Service Provider Standard. From time to time, to the extent PEGI believes that a modification of the Services is necessary or desirable to comply with the Prudent Service Provider Standard, PEGI shall have the right to develop and propose such modifications, which shall be subject to the approval by PSP, in its sole and absolute discretion.

#### ARTICLE 11 Limitations of Liability

Section 11.01. *Total Limitation of Liability.* Each Party's total liability under this Agreement to the PSP Indemnified Parties or PEGI Indemnified Parties, as applicable, with respect to each Jointly Owned Company for all Claims or series of related Claims of any kind, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any Services relating to such Jointly Owned Company covered by or furnished, in each case, during the eighteen (18) month period after the date hereof or any sequential (without overlap) eighteen month period thereafter, shall in no case exceed the aggregate Fixed Fees actually payable in the applicable eighteen (18) month period in respect of such Jointly Owned Company (a "**Cap**"); *provided* that in no event shall PEGI be required to make any payment with respect to a Jointly Owned Company in excess of the Fixed Fees actually paid to PEGI or its designee in the applicable eighteen (18) month period in respect of such Jointly Owned Company (a "**Actual Paid Amount**"); *provided* further that any amount in excess of the applicable Actual Paid Amount but less than the applicable Cap that is not paid as a result of the foregoing proviso (an "**Accrued Indemnity Amount**") shall accrue and be payable at such time as an amount equal to the applicable Accrued Indemnity Amount is paid to PEGI or its designee pursuant to Section 6.03 in respect of the applicable eighteen (18) month period. The foregoing limitation on liability shall not apply to (a) damage to a Party arising out of the actual fraud, gross negligence, willful misconduct, recklessness or bad faith of the other Party with respect to the subject matter of this Agreement, (b) any amounts recoverable by a Party as an insurance payment; or (c) amounts owed by a PSP Project Entity to PEGI pursuant to Article 6 in respect of Services performed with respect to such Jointly Owned Company, Reimbursable Expenses, or other costs and expenses expressly owing to PEGI under this Agreement, as provided hereunder. Except as previously asserted by a Party and as provided in Section 9.04, all of the other Party's liability under this Agreement shall cease eighteen (18) months after expiration, or earlier termination, of this Agreement.

Section 11.02. *Waiver of Consequential Damages.* In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either Party be liable for special, incidental, exemplary, indirect or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, costs in excess of estimates, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs or Claims of customers and/or lenders of PSP or any PSP Project Entity for such damages. In no event shall PEGI be liable under this Agreement for any loss or damage whatsoever arising from the failure to discover latent defects or defects inherent in the design of the operating assets of the Jointly Owned Company. If PEGI furnishes PSP or a PSP Project Entity with advice or assistance not required by this Agreement, without separate compensation therefor, PEGI shall not be subject to any liability whatsoever resulting from such advice or assistance.

Section 11.03. *General.* The liability disclaimers and liability limits set forth in this Agreement shall not preclude or limit any Party in claiming under any available insurance coverage.

## ARTICLE 12 Notices

All notices and other communications required or permitted by this Agreement or by Law to be served upon or given to a Party by any other Party shall be in writing and deemed duly served, given and received (i) on the date of service, if served personally or sent by facsimile transmission (with appropriate confirmation of receipt) to the Party to whom notice is to be given, or (ii) on the fourth day after mailing, if mailed by first class registered or certified mail, postage prepaid or (iii) on the next day if sent by a nationally recognized courier for next day service and so addressed and if there is evidence of acceptance by receipt addressed as follows:

To PEGI:

Pattern Energy Group Inc.  
Pier 1, Bay 3  
San Francisco, CA, USA, 94111

Attention: General Counsel  
Facsimile: 415-362-7900

To PSP or a PSP Project Entity:

c/o Public Sector Pension Investment Board  
1250 René-Lévesque Blvd. West  
Suite 1400  
Montreal, Québec H3B 5E9

Attention: Managing Director, Infrastructure Investments  
Email: [vertuousenergy@investpsp.ca](mailto:vertuousenergy@investpsp.ca) and [legalnotices@investpsp.ca](mailto:legalnotices@investpsp.ca)

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP

1501, avenue McGill College  
26th Floor  
Montréal, Québec H3A 3N9

Attention: Franziska Ruf  
Email: [fruf@dwpv.com](mailto:fruf@dwpv.com)

The Parties, by like notice in writing, may designate, from time to time, another address or office to which notices shall be given pursuant to this Agreement.

#### ARTICLE 13 Confidentiality

Section 13.01. *General Confidential Information.* Each Party hereby undertakes to keep confidential, except as may be explicitly approved in writing by the other Party, the other Party's information including all documents and information concerning the other Party, or the information furnished to each Party in connection with the duties contemplated by this Agreement and not otherwise lawfully available to each receiving Party ("**Confidential Information**"); *provided* that, "Confidential Information" shall not include: (a) public information or information in the public domain at the time of its receipt by the other Party; (b) information which becomes public through no fault or act of the other Party or its representatives; or (c) information received by the other Party in good faith from a third party lawfully in possession of the information and not in breach of any confidentiality obligations. Each Party agrees to use the other Party's Confidential Information only in connection with its respective duties and obligations hereunder except to the extent such information can be shown by the disclosing Party to have been previously known by it, in the public domain through no fault of the disclosing Party, or if such disclosure is required by Law.

Section 13.02. *Limited Disclosure of Confidential Information.* Notwithstanding the provisions of Section 13.01, each Party shall be entitled to the extent necessary for the performance of its duties hereunder to allow access to the Confidential Information described in Section 13.01 exclusively to any third party as required for the performance of its duties hereunder, and to such of its employees, contractors, consultants, financing parties, and Affiliates who need to know such Confidential Information in order for PEGI, PSP or a PSP Project Entity, as the case may be, to carry out its duties under this Agreement, as well as each Party's legal and accounting advisors, provided that the Party receiving Confidential Information from the other Party shall inform each of such Persons of the confidential nature of such information and of its obligation of confidentiality in respect of it, and provided that such employees, contractors, consultants, financing parties, and Affiliates are subject to similar confidentiality restrictions against disclosure and that any confidential material is returned to the disclosing party or destroyed, at the option of the receiving Party at the termination of this Agreement, provided that the receiving Party may nevertheless maintain a single confidential copy of the Confidential Information as a record of the material provided hereunder, and the receiving Party shall not be deemed to have retained or failed to destroy any Confidential Information which is in electronic form if such information is deleted from local hard drives so long as no attempt is made to recover such information from servers or back-up sources. Each of PEGI, PSP and each PSP Project Entity acknowledges that it is aware that (a) the Confidential Information being furnished to it may contain material, non-public information regarding PEGI and (b) the United States and Canadian securities Laws prohibit any Persons who have material, nonpublic information concerning a company from purchasing or selling securities of a company using such information or from communicating such information to any Person (including its Affiliates) under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell such securities in reliance upon such information. Each of PEGI, PSP and each PSP Project Entity further confirms that it has in place internal information protection mechanisms to prevent unauthorized use of the Confidential Information. This Article 13 shall survive the termination of this Agreement for a period of three (3) years.

ARTICLE 14  
Dispute Resolution

Section 14.01. *Procedure.*

(a) The Parties shall attempt, in good faith, to resolve or cure all disputes (including disputes with respect to a claimed breach hereof) by mutual agreement in accordance with this Article 14 before initiating any legal action or attempting to enforce any rights or remedies hereunder (including termination, except for a termination pursuant to Section 9.04), at Law or in equity (regardless of whether this Article 14 is referenced in the provision of this Agreement which is the basis for any such dispute). If there is a dispute as to whether a breach has occurred or if any other dispute under this Agreement has arisen, any Party may give notice thereof to the other Parties which notice shall describe in reasonable detail the basis and specifics of the alleged breach or dispute. Within five (5) days after delivery of such notice, the designated representatives of all Parties shall meet to discuss and attempt to resolve or cure such dispute or claimed breach. If such representatives are unable to resolve the dispute or claimed breach within fifteen (15) days after delivery of such notice, the matter shall be referred to a "Senior Officer" of (i) PSP, on behalf of itself and each of the PSP Project Entities, which Senior Officer is unaffiliated with PEGI, and (ii) PEGI, which Senior Officer is unaffiliated with PSP, for resolution or cure. If such Senior Officers are unable to agree on an appropriate cure or resolution within ten (10) days after the matter has been referred to them, the Parties may have recourse to mediation, arbitration or other alternative dispute resolution device of their mutual selection. If the Parties cannot agree on an alternative dispute resolution device, each Party may pursue its legal remedies.

(b) Pending final resolution of any dispute, the Parties shall continue to fulfill their respective obligations under this Agreement.

#### ARTICLE 15 Miscellaneous

Section 15.01. *Execution.* This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 15.02. *Governing Law.* This Agreement, the legal relations among the Parties hereunder and the adjudication and the enforcement thereof, shall in all respects be governed by, and interpreted and construed in accordance with, the Laws (excluding conflict of Laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

Each Party irrevocably submits to the exclusive jurisdiction of the Supreme Court of the State of New York, New York County, for any proceeding arising out of this Agreement or any transaction contemplated hereby. To the extent that service of process by mail is permitted by Law, each Party irrevocably consents to the service of process in any proceeding in such courts by the mailing of such process by registered or certified mail, postage prepaid, at its address for notices provided for herein. Nothing herein shall affect the right of any Person to serve process in any other manner permitted by Law. Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any proceeding arising out of this Agreement or the transactions contemplated hereby in the Supreme Court of the State of New York, New York County, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT ENTERED INTO IN CONNECTION THEREWITH AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

Section 15.03. *Amendments, Supplements, Etc.* Neither this Agreement nor any of the terms hereof may be amended, supplemented, or modified orally, but only by an instrument in writing signed by PEGI and by PSP.

Section 15.04. *Headings.* The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall not modify, define or limit any of the terms or provisions hereof.

Section 15.05. *Assignment.* Except as set forth in this Section 15.05, no Party may assign this Agreement without the prior written consent of the other Parties, which may be withheld in the non-assigning Party's sole and absolute discretion. PEGI may freely assign this Agreement to an Affiliate of PEGI, so long as such Affiliate of PEGI retains the institutional knowledge and personnel to perform this Agreement and PEGI will not be released from its obligations under this Agreement unless the assignee has a similar or better financial ability to perform the obligations of PEGI under this Agreement, as reasonably determined by PSP. PSP and each PSP Project Entity may, without the consent of PEGI, pledge, collaterally assign, or encumber its rights under this Agreement to any lender of PSP or such PSP Project Entity, as the case may be. In such event, PEGI agrees to execute a consent to such assignment in form and substance reasonably acceptable to PSP and consistent with then-current financing practices. PEGI also agrees that it shall, at any time and from time to time during the Term, after receipt of a written request by PSP or a PSP Project Entity, execute and deliver to PSP, a PSP Project Entity and/or their respective lenders, such estoppel statements as may reasonably be requested. PEGI may, without the consent of PSP or any PSP Project Entity, collaterally assign its rights to receive and collect payments due and payable under this Agreement (but no other rights or obligations hereunder) to any lender to PEGI or its Affiliates. If PSP or a PSP Project Entity sells, assigns, disposes of, exchanges, pledges, encumbers, hypothecates or otherwise transfers all or part of its ownership interest in a Jointly Owned Company or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction), or agrees or commits to do any of the foregoing (a "**Transfer**"), it shall require, as a condition to such Transfer, that the transferee assume all of PSP's or such PSP Project Entity's, as the case may be, obligations hereunder with respect to the ownership interest to be so Transferred. Any assignment or Transfer in violation of this Section 15.05 shall be null and void.

Section 15.06. *Successors and Assigns.* This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns, to the extent that assignment is permitted hereunder.

Section 15.07. *Waiver.* No provision of this Agreement may be waived except in writing by the waiving Party. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

Section 15.08. *Severability.* If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal, unenforceable or void, that provision shall be modified so as to be enforceable and as nearly as possible reflect the original intention of the Parties, it being agreed and understood by the Parties that (a) this Agreement and all the provisions hereof shall be enforceable in accordance with their respective terms to the fullest extent permitted by Law, and (b) the remainder of this Agreement shall remain in full force and effect.

Section 15.09. *Construction.* Every term and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.

Section 15.10. *Entire Agreement.* This Agreement constitutes the entire contract between the Parties with respect to the subject matter hereof.

Section 15.11. *No Third-Party Beneficiaries.* Except as otherwise expressly set forth in this Agreement, the Parties do not intend to, and this Agreement shall not, confer any benefit hereunder on any Person other than the Parties hereto and their permitted assigns.

Section 15.12. *Currency.* Except as otherwise expressly indicated, all dollar amounts in this Agreement are expressed in U.S. dollars.

Section 15.13. *Survival.* The terms and conditions of this Agreement which expressly or implicitly by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

Section 15.14. *Change in Law or Agreement.* If, after the Commencement Date, there is a change in Laws, the terms of this Agreement or any delay caused by any Person other than PEGI, which requires or makes advisable any changes in the scope or magnitude, or increases the cost, of the Services or other responsibility of PEGI under this Agreement, then the Parties shall negotiate in good faith and enter into a Statement of Work in connection with such change. The Statement of Work, to the extent applicable and agreed by the Parties, may provide for an increase in the fees and expenses payable to PEGI under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on behalf of the Parties, all as of the date first stated above.

PATTERN ENERGY GROUP INC.

By: \_\_\_\_\_  
Name:  
Title:

PUBLIC SECTOR PENSION INVESTMENT BOARD

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

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**Exhibit A**  
**SCHEDULE OF DEFINITIONS**

When used in the Agreement (as defined below), unless otherwise defined therein, the following terms shall have the respective meanings set forth below:

“**Affiliate**” shall mean shall mean with respect to a Person, any company or legal Entity that (a) controls, either directly or indirectly, such Person; or (b) is controlled, directly or indirectly by such Person; or (c) is directly or indirectly controlled by a company or Entity which directly or indirectly controls such Person; *provided* that (x) no Jointly Owned Company shall be deemed an Affiliate of either PEGI or PSP and (y) neither PEGI nor PSP shall be deemed an Affiliate of the other for any purpose hereunder. The phrases “**control**” or “**controlled**” means the power or authority through ownership of voting securities, by contract, or otherwise to exercise a controlling influence over the management of the Entity;

“**Agreement**” shall have the meaning given thereto in the introductory paragraph of this agreement and shall include all exhibits and schedules hereto and all amendments and supplements hereto made in accordance with this agreement;

“**Business Day**” shall mean any day other than Saturday, Sunday or other day on which banks are authorized or required by Law to remain closed in New York, NY or Montreal, Quebec and, if the relevant action is required to be taken in respect of a Jointly Owned Company, the jurisdiction in which the applicable Jointly Owned Company operates;

“**Claims**” shall mean claims, actions, damages, expenses (including, without limitation, legal fees and disbursements), fines, penalties, losses and liabilities;

“**Commencement Date**” shall have the meaning given thereto in Article 3;

“**Confidential Information**” shall have the meaning given thereto in Section 13.01;

“**CPI**” shall mean the Consumer Price Index, “All Urban Consumers; U.S. City Average,” as published by the Bureau of Labor Statistics, or if such index shall cease to be published, such other index as shall be reasonably selected by PEGI and PSP;

“**CPI Adjustment**” shall have the meaning given thereto in Section 6.01(d);

“**CPI Percentage**” shall have the meaning given thereto in Section 6.01(d);

“**Entity**” means any Person other than a natural Person;

“**Financial Model**” shall, with respect to any Project or Jointly Owned Company, have the meaning set forth in the purchase and sale agreement between, among others, the relevant PSP Project Entity, PEGI and Pattern Energy Group LP or Pattern Energy Group 2 LP, as the case may be, for the direct or indirect acquisition of interests in such Jointly Owned Company or Project)

“**Fixed Fee**” shall have the meaning given thereto in [Section 6.01\(a\)](#);

“**Governmental Authority**” shall mean any federal, provincial, state or local government authority, agency, court or other body, officer or public Entity, including any zoning authority, building inspector, or health or safety inspector;

“**Indemnified Party**” shall mean a PEGI Indemnified Party or a PSP Indemnified Party;

“**Indemnifying Party**” shall have the meaning given thereto in [Section 8.03](#);

“**Initial Jointly Owned Company Service Period**” shall have the meaning given thereto in [Section 3.01](#);

“**Invoice**” shall have the meaning given thereto in [Section 6.03\(a\)](#);

“**Joint Acquisition Framework**” shall have the meaning given thereto in the recitals to this Agreement;

“**Joint Venture Agreement**” shall have the meaning given thereto in the recitals to this Agreement;

“**Jointly Owned Company**” shall have the meaning given thereto in the preamble to this Agreement;

“**Jointly Owned Company Service Period**” shall have the meaning given thereto in [Section 3.02](#);

“**JV Contractor Agreements**” shall have the meaning given thereto in [Section 4.02](#);

“**Intellectual Property**” shall mean any and all intellectual property or similar proprietary rights throughout the world, including any and all: (i) patents, patent applications, patent disclosures and all related provisionals, continuations, continuations-in-part, divisionals, reexaminations, renewals and extensions; (ii) trademarks, service marks, logos, trade dress, corporate names and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works including all derivative works, moral rights, renewals, extensions, reversions and restorations associated therewith; (iv) rights in computer software, data and databases, and documentation relating to any of the foregoing; (v) trade secrets, know-how, inventions and invention disclosures (whether patentable or not) and proprietary or confidential information (including pricing and cost information, business and marketing plans and customer and supplier lists); (vi) drawings, schematics and other technical plans; (vii) registrations and applications for any of the foregoing; (viii) rights to sue or recover and retain damages and costs and attorneys’ fees for the past, present or future infringement, dilution, misappropriation or other violation of any of the foregoing; and (ix) all other intellectual property rights.

“**Laws**” shall mean all laws, statutes, orders, decrees, injunctions, licenses, permits, approvals, agreements and regulations of any Governmental Authority having jurisdiction over the matter in question;

“**MOMA**” means, with respect to a Jointly Owned Company, the management, operation and maintenance agreement entered into by such Jointly Owned Company with PEGI or its Affiliate;

“**PAA**” means, with respect to a Jointly Owned Company, the project administration agreement entered into by such Jointly Owned Company with PEGI or its Affiliate;

“**Party**” or “**Parties**” shall have the meaning given thereto in the introductory paragraph of this Agreement;

“**PEGI**” shall have the meaning given thereto in the introductory paragraph of the Agreement, and shall include its successors and permitted assigns, if any, under this Agreement;

“**PEGI Indemnified Party**” shall mean PEGI and its Affiliates, and all of their respective officers, directors, employees and representatives. In no case shall PSP or any of its Subsidiaries, including any PSP Project Entity, be a PEGI Indemnified Party;

“**PEGI IP**” shall have the meaning given to such term in Section 7.01.

“**Person**” shall mean any individual, partnership, joint stock company, corporation, trust, unincorporated association or joint venture, a government or any department or agency thereof, or any other Entity;

“**Prime Rate**” means the prime rate as published in the Wall Street Journal;

“**Project**” means any power generation, storage or transmission facility or project now or hereafter owned, directly or indirectly, in whole or in part by any Jointly Owned Company.

“**Project Distribution**” means any distribution made by a Jointly Owned Company to a PSP Project Entity other than a distribution made on account of the tax liability of such PSP Project Entity;

“**Project Distribution Payment Direction**” shall have the meaning given thereto in Section 6.03(b).

“**Project Rate of Return**” means, for any Jointly Owned Company or Project held by a Jointly Owned Company, the 25 year after tax (assuming internal use of any tax benefits and inclusion of the Fixed Fee in taxable income) rate of return of the Parties (and not, for the avoidance of doubt, to any tax equity) that is reflected in the Financial Model for such Jointly Owned Company or Project.

“**Prudent Service Provider Standard**” shall mean, at a particular time, those practices, standards, methods, means, techniques, equipment and acts that would require a Person to: (a) perform its duties in good faith and as a reasonably prudent service provider would provide similar services, (b) exercise such care, skill, integrity and diligence as a reasonably prudent business company of established reputation engaged in similar services in the wind energy business would exercise in the conduct of its business and for the advancement or protection of its own interests and (c) use sufficient and properly trained and skilled personnel.

“**PSP**” shall have the meaning given thereto in the introductory paragraph of the Agreement, and shall include its successors and permitted assigns, if any, under this Agreement;

“**PSP Indemnified Party**” shall mean PSP and its Affiliates, including any PSP Project Entity, and all of their respective officers, directors, employees and representatives. In no case shall PEGI or any of its Subsidiaries be a PSP Indemnified Party;

“**PSP Project Entity**” means, with respect to a Jointly Owned Company, the Affiliate of PSP that holds an interest in such Jointly Owned Company, and shall include its successors and permitted assigns, if any, under this Agreement;

“**Reimbursable Expenses**” shall have the meaning given thereto in Section 6.02;

“**Sales Taxes**” shall have the meaning given thereto in Section 6.01(b);

“**Schedule of Definitions**” shall mean this Schedule of Definitions;

“**Services**” shall have the meaning given thereto in Section 4.01;

“**Statement of Work**” shall have the meaning given thereto in Section 4.03;

“**Subsidiary**” means, with respect to any Entity, any other Entity of which such Entity (either alone or through or together with any other Subsidiary) owns, directly or indirectly, more than 50% of the stock or other equity interests the holders of which are generally entitled to vote for the election of the board of directors or other governing body of such legal Entity;

“**Successor Service Provider**” shall have the meaning given thereto in Section 9.04(i);

“**Term**” shall have the meaning given thereto in Article 3; and

“**Terminating Party**” shall have the meaning given thereto in Section 9.01.

**Exhibit B  
SERVICES**

With respect to each Jointly Owned Company, PEGI shall provide expertise, coordination and/or assistance with the following:

- Major Project operational and contracting direction including turbine O&M service, warranty enforcement, contract amendments, and general problem-solving.
- Senior management oversight, direction, and ability to leverage relationships.
- Project financing optimization including with respect to potential refinancings, plus commercial interfacing with financing parties regarding material amendments and consents.
- Maintenance of long-term cash-flow projections and understanding of relevant capital markets, and strategic direction informed by such.
- Construction team management for ongoing repair and capex activities.
- Procurement team relationships with major equipment suppliers (*e.g.*, turbine OEMs) and ability to leverage PEGI's operational scale in managing spare parts and supply chains.
- Legal support from in-house transaction counsel and specialists, plus dedicated real estate legal team.
- Environmental and biologist specialists managing ongoing permit compliance and active involvement in industry-wide regulatory efforts.
- Power markets and transmission system specialists managing ongoing market participation and interconnection activities and involvement in lobbying regulators with respect to market function.
- Meteorological team of in-house scientists providing ongoing forecasting and analysis of weather patterns on both a near-term and long-term basis, to inform O&M activities and strategic direction.
- Insurance team ongoing optimization of Project policies and ability to leverage the scale of PEGI's global insurance program.
- IT team maintenance of Project SCADA and server systems and ongoing optimization of technology, plus ability to leverage operational scale.
- Media relations, public relations, and public policy teams providing ongoing management of Project stakeholders and information flow, and strong involvement in local and national policy lobbying efforts.

- AP and treasury teams providing payment support and cash management including ongoing cash-flow risk management and hedging.
- Accounting support from technical accounting team, consolidations team, and internal audit team, plus ability to leverage PEGI's overall audit scale in performing efficient Project audits.
- HR support for site personnel and others providing MOMA and PAA services.
- Corporate governance of Jointly Owned Companies including preparation of board minutes and resolutions, Entity maintenance, etc.
- Tax returns for equity partners and tax filings for Jointly Owned Companies.
- Bank account management and distributions.
- Operational and financial reporting to equity partners in each Jointly Owned Company, as required per the governance documents of the relevant Jointly Owned Company and including details on Fees and Reimbursable Expenses paid or payable by the relevant PSP Project Entity during the relevant period.

**Exhibit C  
JOINTLY OWNED COMPANIES**

Project Name	Jointly Owned Company Name	Fixed Fee
Meikle Project	Meikle Wind Energy Limited Partnership  Meikle Wind Energy Corp.	CAD\$171,500
Mont Sainte-Marguerite Project	[New JV MSM Holdings LP]  Pattern MSM GP Holdings Inc.  Mont Sainte-Marguerite Wind Farm L.P.  Mont Sainte-Marguerite Wind Farm Inc.  Pattern Development MSM Management ULC	CAD\$228,830
Panhandle 2 Project	[New Class B Member LLC]  Panhandle Wind Holdings 2 LLC	USDS122,500

**Exhibit D**  
**FORM OF ACCESSION AGREEMENT**

**TO: Pattern Energy Group Inc. (“PEGI”), [Name of PSP Entity that is party to the SSA] (“PSP”) and each of the other parties to the Sponsor Services Agreement referred to below**

Reference is made to the sponsor services agreement dated June ■, 2017 between PEGI, PSP and the PSP Project Entities party thereto from time to time (the “**Sponsor Services Agreement**”);

AND WHEREAS the undersigned (the “**PSP Project Entity**”) has acquired an interest in [Name of Jointly Owned Company] (the “**Jointly Owned Company**”) and wishes to become a party to the Sponsor Services Agreement as a PSP Project Entity with respect to the Jointly Owned Company;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the undersigned, intending to be legally bound by this Accession Agreement, covenants and agrees as follows:

1. The PSP Project Entity acknowledges and agrees, subject to the terms of the Sponsor Services Agreement, that it shall be bound by, and entitled to the benefits of, the provisions of the Sponsor Services Agreement applicable to PSP with respect to the Jointly Owned Company to the same extent as if the PSP Project Entity was an original party thereto.
2. The PSP Project Entity assumes all of the obligations and liabilities of PSP relating to the Jointly Owned Company under the Sponsor Services Agreement, including any obligations and liabilities that arose prior to the date of this Accession Agreement, and shall be entitled to all of the rights and benefits of PSP relating to the Jointly Owned Company under the Sponsor Services Agreement, including any rights and benefits that arose prior to the date of this Accession Agreement.
3. The PSP Project Entity represents and warrants to the other Parties to the Accession Agreement on the date hereof that:
  - a. it is duly formed and existing under the Laws of the jurisdiction of its formation and is duly qualified to do business in each jurisdiction where the nature of its business or its operations requires such qualification;
  - b. the execution, delivery and performance of this Accession Agreement is within its company, corporate or partnership, as the case may be, powers, have been duly authorized by all necessary company, corporate or partnership, as the case may be, action and does not require any approval or consent of any Person that has not been obtained and does not contravene, conflict with or constitute a default under any of the terms or conditions in its governing documents, any contracts to which it is a party or any Law, judgment, injunction, decree, rule, regulation, order or the like binding upon such Party or its property;

- c. each of this Accession Agreement and the Sponsor Services Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws effecting creditors' rights and remedies generally and to the effect of general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity);
  - d. it is not bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming bankrupt; and
  - e. no legal proceeding is pending or threatened against it or, to its knowledge, any of its Affiliates that could materially adversely affect its ability to perform its obligations under this Accession Agreement or the Sponsor Services Agreement.
4. Capitalized terms used but not otherwise defined in this Accession Agreement shall have the respective meanings given to them in the Sponsor Services Agreement.
5. This Accession Agreement, the legal relations among the Parties hereunder and the adjudication and the enforcement thereof, shall in all respects be governed by, and interpreted and construed in accordance with, the Laws (excluding conflict of Laws rules and principles) of the State of New York applicable to agreements made and to be performed entirely within such State, including all matters of construction, validity and performance.

DATED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[NAME OF PSP PROJECT ENTITY]

By:

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title: