

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of Earliest Event Reported): December 8, 2016**

**PATTERN ENERGY GROUP INC.**

**(Exact name of registrant as specified in its charter)**

**Delaware  
(State or other jurisdiction  
of incorporation)**

**001-36087  
(Commission  
File Number)**

**90-0893251  
(IRS Employer  
Identification Number)**

**Pier 1, Bay 3  
San Francisco, CA 94111  
(Address and zip code of principal executive offices)**

**(415) 283-4000  
(Registrant's telephone number, including area code)**

**Not Applicable  
(Former name or former address, if changed since last report)**

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

### **Item 1.01 Entry into a Material Definitive Agreement.**

On December 8, 2016, certain investment funds managed by Riverstone Holdings LLC (“Riverstone”) which own interests in Pattern Energy Group LP (“PEG LP 1.0”) engaged in a transaction in which (a) certain assets of PEG LP 1.0 consisting principally of early and mid-stage U.S. development assets (including the Grady project which is on the identified ROFO list) were transferred to a newly formed entity, Pattern Energy Group 2 LP (“PEG LP 2.0”) and, collectively with PEG LP 1.0, “Pattern Development”) and (b) PEG LP 1.0 retained the remainder of its assets consisting principally of the other identified ROFO projects, non-U.S. development assets, and equity interests in Pattern Energy Group Inc. (the “Company”, “we” or “us”). The purpose of the transaction is to facilitate additional long-term capital raises by Pattern Development to support the substantial growth in the development pipeline. PEG LP 2.0 is structured to allow us to potentially invest in PEG LP 2.0 in the future. No assurances can be given that such transaction will result in the raise of additional development capital, that we will participate in the development business, or (even if we do so participate) that we would be successful.

We also entered into each of the agreements set forth below which are substantially the same as existing agreements we have previously entered into with PEG LP 1.0. The following descriptions do not purport to be a complete description and are qualified in their entirety by reference to the full text of the respective agreements, which are attached hereto as exhibits and are incorporated herein by reference.

#### ***Purchase Rights Agreement***

We have entered into a purchase rights agreement with PEG LP 2.0 (the “PEG LP 2.0 Purchase Rights Agreement”) and its equity owners. Such agreement is substantially the same as the purchase rights agreement we had previously entered into with PEG LP 1.0 and its equity owners (the “PEG LP 1.0 Purchase Rights Agreement”). We waived our rights of first offer under the PEG LP 1.0 Purchase Rights Agreement such that the transfer of early and mid-stage U.S. development assets to PEG LP 2.0 could occur and because we would have rights of first offer with PEG LP 2.0 with respect to such transferred assets. The PEG LP 2.0 Purchase Rights Agreement provides us two distinct avenues to grow our business through acquisition opportunities from PEG LP 2.0:

- a right of first offer with respect to any power project that PEG LP 2.0 decides to sell, which we refer to as our “PEG LP 2.0 Project Purchase Right;” and
- a right of first offer with respect to PEG LP 2.0 itself, or substantially all of its assets, if the equity owners of PEG LP 2.0 decide to sell any material portion of the equity interests in PEG LP 2.0 or substantially all of its assets, which we refer to as our “PEG LP 2.0 Purchase Right.”

We refer to this collection of rights as our “PEG LP 2.0 Purchase Rights” and such substantially similar rights contained in the PEG LP 1.0 Purchase Rights Agreement as our “PEG LP 1.0 Purchase Rights.”

Our PEG LP 2.0 Project Purchase Right and PEG LP 2.0 Purchase Right will terminate together upon the fifth anniversary of the date of the agreement, but are subject to automatic five-year renewals unless either party dissents at the time of renewal. In addition, our PEG LP 2.0 Project Purchase Right and PEG LP 2.0 Purchase Right terminate together upon the third occasion (within any five-year initial or renewal term) on which we have elected not to exercise our Project Purchase Right with respect to an operational or construction-ready project and following which PEG LP 2.0 has sold the project to an unrelated third party.

Any purchase of assets from PEG LP 2.0, or of PEG LP 2.0 itself, pursuant to our PEG LP 2.0 Purchase Rights will be subject to customary conditions precedent as well as the approval by the Board of Directors based on the recommendation to approve by the Conflicts Committee of our Board of Directors.

#### ***PEG LP 2.0 Project Purchase Right***

Pursuant to, and during the term of, our PEG LP 2.0 Project Purchase Right, PEG LP 2.0 has agreed to offer us a right of first offer with respect to any power project that it decides to sell. Our PEG LP 2.0 Project Purchase Right extends to the sale of all of PEG LP 2.0’s projects, including development projects. However, PEG LP 2.0 will have the right to terminate our PEG LP 2.0 Project Purchase Right (within any five-year initial or renewal term) upon PEG LP 2.0’s third sale of an operational or construction-ready project to persons other than affiliates of PEG LP 2.0 or us following our third election not to exercise our PEG LP 2.0 Project Purchase Right. Operational or construction-ready projects that PEG LP 2.0 chooses to sell will generally include projects that have secured a power sale agreement, real estate rights, required permits, interconnection rights and equipment supply and construction agreements. Under the terms of our PEG LP 2.0 Project Purchase Right, once we are notified by PEG LP 2.0 that it is seeking a purchaser for one of its projects, we shall either (a) deliver a written offer, or the “First Rights Project Offer,” to PEG

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LP 2.0 to purchase its entire interest in the project setting forth our offer price, or our “Project Offer Price” and other material terms and conditions on which we propose to purchase such project, or the “Project Sale Terms,” or (b) deliver a written notice to PEG LP 2.0 that we will not make an offer to purchase PEG LP 2.0’s entire interest in the project. If PEG LP 2.0 elects not to accept our First Rights Project Offer, it may sell the project to a third party, provided that it sells the project within nine months of such rejection at a price not less than 105% of our Project Offer Price set forth in the First Rights Project Offer and on terms not materially less favorable than the Project Sale Terms.

#### ***Our PEG LP 2.0 Purchase Right***

We have a right of first offer with respect to PEG LP 2.0 itself or substantially all of its assets, if the equity owners of PEG LP 2.0 decide to sell a material portion of the equity interests in PEG LP 2.0 or substantially all of its assets.

Under the terms of our PEG LP 2.0 Purchase Right, the equity owners of PEG LP 2.0 will be required to notify us if they intend to sell PEG LP 2.0 or substantially all of its assets, and we will be required to either (a) deliver a written offer, or the “First Rights PEG LP 2.0 Offer,” to purchase PEG LP 2.0 or substantially all of its assets, setting forth our offer price, or our “PEG LP 2.0 Offer Price,” and the other material terms and conditions upon which we propose to purchase PEG LP 2.0, or the “PEG LP 2.0 Sale Terms,” or (b) deliver a written notice to the equity owners of PEG LP 2.0 that we will not make an offer to purchase PEG LP 2.0 or substantially all of its assets. If the equity owners of PEG LP 2.0 elect not to accept our First Rights PEG LP 2.0 Offer, they may sell PEG LP 2.0 or substantially all of its assets to another third party, provided that the sale is consummated within nine months of the date of the First Rights PEG LP 2.0 Offer, at a price not less than 105% of the PEG LP 2.0 Offer Price and otherwise on terms not materially less favorable than those set forth in the First Rights PEG LP 2.0 Offer.

#### ***Amended and Restated Non-Competition Agreement***

Previously, in October 2013, we entered into a Non-Competition Agreement with PEG LP 1.0. On December 8, 2016, the Non-Competition Agreement was amended and restated, and PEG LP 2.0 was added as a party thereto. Pursuant to the Amended and Restated Non-Competition Agreement, each of PEG LP 1.0 and PEG LP 2.0 has agreed that, for so long as any of our PEG LP 1.0 Purchase Rights or PEG LP 2.0 Purchase Rights, respectively, are exercisable, PEG LP 1.0 and PEG LP 2.0, as applicable, will not compete with us for acquisitions of power generation or transmission projects from third parties. Each of PEG LP 1.0 and PEG LP 2.0, as applicable, will notify us of opportunities to acquire power generation or transmission projects that it wishes to pursue, and, should we be interested in acquiring all or a portion of such projects, we will have the right to direct PEG LP 1.0 and PEG LP 2.0, as applicable, to forego such opportunities and to cause employees of PEG LP 1.0 and PEG LP 2.0, as applicable, to assist us in connection with pursuing such acquisition as a result of the Multilateral Management Services Agreement (as discussed below). We may also elect to collaborate with PEG LP 1.0 and PEG LP 2.0, as applicable, to jointly pursue acquisition opportunities from time to time. Riverstone is not subject to the Amended and Restated Non-Competition Agreement.

#### ***Multilateral Management Services Agreement (the amended and restated Bilateral Management Services Agreement)***

Previously, in October 2013, we entered into a Bilateral Management Services Agreement with PEG LP 1.0. On December 8, 2016, the Bilateral Management Services Agreement was amended and restated, PEG LP 2.0 was added as a party thereto, and such agreement was re-named as the Multilateral Management Services Agreement. Pursuant to the Multilateral Management Services Agreement:

- PEG LP 1.0 agrees to make its personnel available to each of us and PEG LP 2.0 to provide certain services, including accounting and tax, construction and engineering, corporate legal, corporate support, finance and analysis, human resources, information technology support and project development; and
- We agree to make our personnel available to each of PEG LP 1.0 and PEG LP 2.0 to provide certain services to the extent required, including personnel to act as “shared PEG executives” (as defined below).

Our project operations personnel and executive officers are solely compensated by us. These executives lead our business functions and rely on support from PEG LP 1.0 employees for certain professional, technical and administrative functions. PEG LP 1.0 employs those employees whose primary responsibilities relate to project development, construction or legal, financial or other administrative functions. The Multilateral Management Services Agreement provides each of us, PEG LP 1.0, and PEG LP 2.0 to benefit, primarily on a cost-reimbursement basis, from our respective management and other professional, technical and administrative personnel, all of whom ultimately report to and are managed by our executive officers. In the event that PEG LP 1.0 or PEG LP 2.0, as applicable, is, or substantially all of its assets are, acquired by an unrelated third party, we will also have the unilateral right to terminate the Multilateral Management Services Agreement with respect to PEG LP 1.0 or PEG LP 2.0, as applicable.

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Pursuant to the Multilateral Management Services Agreement, certain of our executive officers, including our CEO, also provide executive management services to PEG LP 1.0 and PEG LP 2.0 and devote their time to each of our company, PEG LP 1.0, and PEG LP 2.0 as is prudent in carrying out their executive responsibilities and fiduciary duties. We refer to our employees who serve as executive officers of our company and PEG LP 1.0 and/or PEG LP 2.0 as the “shared PEG executives.” The shared PEG executives have responsibilities for us and PEG LP 1.0 and/or PEG LP 2.0 and, as a result, these individuals do not devote all of their time to our business. Under the terms of the Multilateral Management Services Agreement, PEG LP 1.0 and/or PEG LP 2.0, as applicable, are required to reimburse us for an allocation of the compensation paid to such shared PEG executives reflecting the percentage of time spent providing services to such entity/entities (as applicable).

The Multilateral Management Services Agreement entitles us to acquire from PEG LP 1.0 or PEG LP 2.0, as applicable, any assets reasonably necessary for the administration of our business, such as computer hardware, software and data back-up infrastructure, and PEG LP 1.0 and PEG LP 2.0, as applicable, will be required to reimburse us for an allocation of the costs paid by us for its share of costs going forward to the extent these assets are subsequently used in the administration of PEG LP 1.0’s or PEG LP 2.0’s business, as applicable.

#### ***Employee Transfer of PEG LP 1.0 Employees***

The Multilateral Management Services Agreement continues to provide us the option to cause the employees of PEG LP 1.0 to become our employees. We refer to this event as the employee transfer. We have the option, exercisable by delivery of a written notice to PEG LP 1.0 at any time prior to December 31, 2017, to require the employee transfer to occur. From and after the date of such notice, we, PEG LP 1.0, and PEG LP 2.0 will cooperate to cause such employee transfer to occur by the six month anniversary of such notice or as soon as reasonably practicable thereafter. We will not be required to make any payments to PEG LP 1.0 or PEG LP 2.0 upon the occurrence of the employee transfer, other than the payment of any statutory severance payments that may as a result be due and payable to employees in certain jurisdictions outside the United States. The occurrence of the employee transfer will not alter our PEG LP 1.0 Purchase Rights or PEG LP 2.0 Purchase Rights.

Following the employee transfer, we will continue to provide management and other services to PEG LP 1.0 and PEG LP 2.0 (including such capabilities that as a result of the employee transfer have become our capabilities) to the extent requested in connection with PEG LP 1.0’s and PEG LP 2.0’s remaining development activities, and PEG LP 1.0 and PEG LP 2.0, as applicable, will continue to pay us for those services primarily on a cost reimbursement basis.

#### ***Service Mark License Agreement***

We have entered into a Service Mark License Agreement with PEG LP 2.0 which provides PEG LP 2.0 with a license from us to use the Pattern Development logo and certain other service marks. Such agreement is substantially the same as the service mark license agreement we had previously entered into with PEG LP 1.0.

Each of the agreements described above, as well as the waiver of our rights of first offer under the PEG LP 1.0 Purchase Rights Agreement, was recommended by the Conflicts Committee, which is comprised solely of independent directors, for approval by our Board of Directors, and approved by the Board of Directors.

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**Item 5.05 Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.**

Section 5 of our Code of Business Conduct and Ethics relating to Conflicts of Interest currently provides an exception to such provisions for having an interest in PEG LP 1.0 that is disclosed and subject to applicable governance arrangements. Disclosure of such interests in PEG LP 1.0 is contained in our registration statement filed in connection with our initial public offering (Registration No. 333-190538). Under the transaction, the formation of PEG LP 2.0 had a similar equity ownership structure as PEG LP 1.0 and certain persons (including the following executive officers, Michael M. Garland, Hunter H. Armistead, and Daniel M. Elkort) hold similar types of interests in PEG LP 2.0 as in PEG LP 1.0. Section 5 of our Code of Business Conduct and Ethics was amended to provide a similar exception as the PEG LP 1.0 exception for having an interest in PEG LP 2.0.

Such amendment to the Code of Business Conduct and Ethics was recommended by both the Conflicts Committee and Nominating, Governance & Compensation Committee, which are comprised solely of independent directors, for approval by our Board of Directors, and approved by the Board of Directors.

**Item 7.01 Regulation FD Disclosure.**

On December 14, 2016, Pattern Energy issued a press release. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information included in this Current Report on Form 8-K under this Item 7.01 (including Exhibit 99.1 hereto) is being “furnished” and shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of Section 18, nor shall it be incorporated by reference into a filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except as shall be expressly set forth by specific reference in such filing. The information included in this Current Report on Form 8-K under this Item 7.01 (including Exhibit 99.1 hereto) will not be deemed an admission as to the materiality of any information required to be disclosed solely to satisfy the requirements of Regulation FD.

**Item 9.01 Financial Statements and Exhibits.****d. Exhibits**

<b>Exhibit Number</b>	<b>Description</b>
10.1	Purchase Rights Agreement among us, Pattern Energy Group 2 LP, and (solely with respect to Article III thereto) Pattern Energy Group Holdings 2 LP and Pattern Energy Group Holdings 2 GP LLC, dated as of December 8, 2016
10.2	Multilateral Management Services Agreement among us, Pattern Energy Group LP and Pattern Energy Group 2 LP, dated as of December 8, 2016
10.3	Amended and Restated Non-Competition Agreement among us, Pattern Energy Group LP and Pattern Energy Group 2 LP, dated as of December 8, 2016
10.4	Service Mark License Agreement between us and Pattern Energy Group 2 LP, dated as of December 8, 2016
99.1	Press release issued by Pattern Energy Group Inc. dated as of December 14, 2016

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, Pattern Energy Group Inc. has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: December 14, 2016

PATTERN ENERGY GROUP INC.

By: /s/ Kim H. Liou

Name: Kim H. Liou

Title: Secretary

**PURCHASE RIGHTS AGREEMENT**  
**BY AND AMONG**  
**PATTERN ENERGY GROUP 2 LP,**  
**PATTERN ENERGY GROUP INC.**  
**AND (SOLELY WITH RESPECT TO ARTICLE III),**  
**PATTERN ENERGY GROUP HOLDINGS 2 LP**  
**AND**  
**PATTERN ENERGY GROUP HOLDINGS 2 GP LLC**

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## PURCHASE RIGHTS AGREEMENT

THIS PURCHASE RIGHTS AGREEMENT is entered into on, and effective as of December 8, 2016, among Pattern Energy Group 2 LP, a Delaware limited partnership ("PEG 2 LP"), Pattern Energy Group Inc., a Delaware corporation ("PEG Inc.") and, solely with respect to Article III, Pattern Energy Group Holdings 2 LP, a Delaware limited partnership ("PEGH 2"), and Pattern Energy Group Holdings 2 GP LLC, a Delaware limited liability company ("PEGH 2 GP") and together with PEGH 2, the "PEGH 2 Partners").

## RECITALS:

1. The Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article II, with respect to PEG Inc.'s right of first offer relating to power projects sold by PEG 2 LP.

2. The Parties desire by their execution of this Agreement to evidence their understanding, as more fully set forth in Article III, with respect to PEG Inc.'s right of first offer relating to a sale of PEG 2 LP or all or substantially all of PEG 2 LP's assets.

In consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I.  
DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, is Controlled by or is under common Control with, the Person in question.

"Agreement" means this Purchase Rights Agreement, as it may be amended, modified, or supplemented from time to time in accordance with Section 4.6 hereof.

"Applicable Law" means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, Order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter, of a Governmental Authority having valid jurisdiction.

"Business Day" means a day other than a Saturday, Sunday or any other day on which commercial banks in Toronto, Ontario or New York, NY are authorized or required by Applicable Law to close. Any event the scheduled occurrence of which would fall on a day that is not a Business Day shall be deferred until the next succeeding Business Day.

"Construction-Ready Project" means any Project that has: (i) commenced construction as evidenced by a PEG 2 LP Entity having (A) closed the financing for such construction or (B) issued a notice to proceed in accordance with the applicable construction agreement; or (ii) in PEG Inc.'s reasonable determination, reached the status of being capable of commencing construction, which reasonable determination may be based upon, among other things, whether or not (x) there are requisite material project agreements in full force and effect (including a long-term power sales agreement and an interconnection agreement), (y) all requisite real estate rights and permits for construction are in full force and effect and (z) substantially negotiated equipment supply and other construction agreements are in full force and effect and sufficient to achieve and sustain commercial operations if performed in accordance with their terms; and, in each case of the foregoing (i) and (ii), there has been no violation of, default under or event that with or without notice or the passage of time or otherwise would constitute a violation of or an event of default under any such project agreements, real estate rights, permits or construction agreements.



“Control” or “Controlled” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

“Equity Interests” means all shares, capital stock, partnership or limited liability company interests, membership interests, units, participations, distribution rights or similar equity interests issued by any Person, however designated.

“Governmental Authority” means:

- (i) any government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;
- (iii) any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and
- (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

“Operational Project” means any Project that has: (i) achieved commercial operations in accordance with the terms of its applicable construction agreement, power sales agreement or interconnection agreement, as the case may be; and (ii) generated operating revenue from the sale of electricity or transmission services under its applicable power sales agreement or transmission services agreement.

“Order” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“Parties” means the parties to this Agreement and their successors and permitted assigns.

“PEGH 2” is defined in the introduction to this Agreement.

“PEGH 2 GP” is defined in the introduction to this Agreement.

“PEG Inc.” is defined in the introduction to this Agreement.

“PEG Inc. Entities” means PEG Inc. and any Person Controlled by such entity.

“PEG 2 LP” is defined in the introduction to this Agreement.

“PEG 2 LP Entities” means PEG 2 LP and its Subsidiaries, and any other Person Controlled, directly or indirectly, by PEG 2 LP, in each case, other than the PEG Inc. Entities.

“PEG 2 LP Offer Price” has the meaning given such term in Section 3.2(b).

“PEGH LP Partners” is defined in the introduction to this Agreement.

“PEG 2 LP Transfer Notice” has the meaning given such term in Section 3.2(a).

“Person” means an individual, corporation, partnership, joint venture, trust, limited liability company, unlimited liability company, unincorporated organization or any other entity.

“Project” has the meaning given such term in Section 2.1.

“Project Offer Price” has the meaning given such term in Section 2.2(b).

“Project Transfer Notice” has the meaning given such term in Section 2.2(a).

“Subject Project Interest” has the meaning given such term in Section 2.2(a).

“Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation, limited liability company, unlimited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, fifty percent (50%) or more of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined Equity Interests, or (iii) the capital or profit interests, in the case of a partnership; or (b) otherwise has the power to vote, either directly or indirectly, sufficient securities to elect a majority of the board of directors or similar governing body.

“Transfer” means any direct or indirect transfer, assignment, sale or other disposition, whether through the direct or indirect transfer, assignment, sale or other disposition of Equity Interests or assets, by merger or otherwise; provided, however, that such term shall not include: (a) transfers, assignments, sales or other dispositions from a PEG 2 LP Entity to another PEG 2 LP Entity; (b) grants of security interests in or mortgages or liens in favor of a bona fide third party lender in the business of providing debt financing; or (c) transfers, assignments, sales or other dispositions as part of a tax equity financing transaction, such as sale-leaseback transactions or partnership flip transactions (excluding, for the avoidance of doubt, any transfer of the interest retained by the PEG 2 LP Entity that entered into such tax equity financing).

“Transferee” means the recipient of a Transfer.

## ARTICLE II. PROJECT PURCHASE RIGHT OF FIRST OFFER

Section 2.1 Project Purchase Right of First Offer. For the term set forth in Section 2.3, PEG 2 LP hereby grants PEG Inc. a right of first offer on any proposed Transfer by any PEG 2 LP Entity of all or any portion of such PEG 2 LP Entity’s ownership interest in any power generation or transmission facility or project now or hereafter owned in whole or in part by any PEG 2 LP Entity in any stage, including in development, construction or commercial operation (each a “Project”), in accordance with Section 2.2. PEG 2 LP will take all actions necessary to cause such right of first offer to be exercisable in accordance with this Article II, including by causing each PEG 2 LP Entity to take any actions necessary to facilitate and enforce such exercise and to consummate the transactions contemplated by this Article II.

### Section 2.2 Procedures for Rights of First Offer.

(a) In the event that any PEG 2 LP Entity proposes to Transfer all or any portion of its ownership interest in any Project, PEG 2 LP shall give PEG Inc. written notice within a commercially reasonable amount of time setting forth the details of the proposed Transfer, including a description of the Project (including the mega-wattage, stage of development or construction, material counterparties, details of the project contracts and other material information with respect to the Project that an acquiror thereof would reasonably be anticipated to request in order to reasonably diligence and assess such Project), the interest to be Transferred (the “Subject Project Interest”) and any other material terms of the proposed Transfer reasonably known or anticipated by PEG 2 LP (a “Project Transfer Notice”).

(b) Within 30 calendar days (or 60 calendar days in the event that at the relevant time the chief executive officer of PEG 2 LP is not an employee of PEG Inc.) after delivery of a Project Transfer Notice, PEG Inc. shall either: (i) deliver a written offer to PEG 2 LP to purchase the Subject Project Interest setting forth PEG Inc.’s offer price (a “Project Offer Price”) and other material terms and conditions on which PEG Inc. proposes to purchase such Subject Project Interest (a “First Rights Project Offer”) or (i) deliver a written notice to PEG 2 LP that PEG Inc. will not make a First Rights Project Offer in response to the Project Transfer Notice (a “First Rights Project Declination”). Unless a First Rights Project Offer is rejected pursuant to written notice from PEG 2 LP delivered to PEG Inc. within 14 calendar

days of PEG Inc.'s delivery of a First Rights Project Offer, such First Rights Project Offer shall be deemed to have been accepted by PEG 2 LP, and PEG Inc. shall have the right to acquire the Subject Project Interest, and PEG 2 LP shall transfer the Subject Project Interest to PEG Inc., on the terms set forth in First Rights Project Offer, and subject to documentation reasonably agreed between the parties.

(c) In the event that PEG Inc. delivers a First Rights Project Declination as provided in Section 2.2(b) above, or PEG 2 LP validly rejects a First Rights Project Offer as provided in Section 2.2(b) above, PEG 2 LP shall not be restricted from Transferring the applicable Subject Project Interest to any Person within nine months of such delivery or rejection (as applicable); provided, however, that in the event that PEG Inc. has previously delivered a First Rights Project Offer in respect of the Subject Project Interest which offer was rejected, PEG 2 LP shall only be permitted to Transfer the Subject Project Interest to a party other than PEG Inc. during such nine month period at a price greater than or equal to 105% of the applicable Project Offer Price and on other terms and conditions that are not materially less favorable to PEG 2 LP than the terms and conditions set forth in any applicable First Rights Project Offer; provided, further, that PEG 2 LP may not provide any material information with respect to the applicable Subject Project Interest to any actual or potential Transferee of such Subject Project Interest that was not provided to PEG Inc. together with the Project Transfer Notice. If PEG 2 LP does not so consummate the Transfer of the Subject Project Interest within such nine month period, the terms of this Section 2.2 shall apply anew with respect to any Transfer of such Subject Project Interest.

Section 2.3 Term of the Project Purchase Right of First Offer. Section 2.1 and Section 2.2, including the obligations and rights of PEG 2 LP and PEG Inc. thereunder, shall survive for an initial term of five-years from the date hereof, and shall automatically renew for successive five-year terms unless PEG 2 LP or PEG Inc. provide written notice of termination to the other not more than 120 calendar days and no less than 90 calendar days prior to the expiration of the then current term, in which case, Section 2.1 and Section 2.2 (and such obligations and rights) shall terminate and expire at the end of the then current term; provided, that PEG 2 LP shall have the right to terminate Section 2.1 and Section 2.2 upon written notice delivered to PEG Inc. at any time within 90 calendar days following the third Transfer of an Operational Project or Construction-Ready Project (other than with respect to an immaterial portion of such project) to Persons other than Affiliates of PEG 2 LP or PEG Inc. following PEG Inc.'s delivery to PEG 2 LP of three (3) First Rights Project Declinations in accordance with Section 2.2 with respect to each such Operational Project or Construction-Ready Project (for the avoidance of doubt, any such project must have been an Operational Project or Construction-Ready Project when the related First Rights Project Offer was delivered to PEG Inc.); provided, further, that notwithstanding any termination or expiration of Section 2.1 and Section 2.2, if any First Rights Project Offer shall have been delivered prior to such termination or expiration, the obligations and rights of the Parties with respect to the Subject Project Interest subject thereto shall survive until the applicable terms of Section 2.2 with respect thereto have been complied with and performed in full.

### ARTICLE III. PEG 2 LP PURCHASE RIGHT OF FIRST OFFER

Section 3.1 PEG 2 LP Purchase Right of First Offer. For the term set forth in Section 3.3, PEG 2 LP and the PEGH 2 Partners hereby grant PEG Inc. a right of first offer on any proposed Transfer of any material portion of the Equity Interests or all or substantially all of the assets of PEG 2 LP in accordance with Section 3.2. PEG 2 LP and the PEGH 2 Partners will take all actions necessary to cause such right of first offer to be exercisable in accordance with this Article III, including by causing each PEG 2 LP Entity to take any actions necessary to facilitate and enforce such exercise and to consummate the transactions contemplated by this Article III.

The Parties will reasonably cooperate in determining the scope of any proposed Transfer that PEG 2 LP and the PEGH 2 Partners consider to be an immaterial portion of Equity Interests of PEG 2 LP with a view of not circumventing the purpose of this Article III.

#### Section 3.2 Procedures for Rights of First Offer.

(a) In the event that the PEGH 2 Partners or PEG 2 LP propose to Transfer any material portion of the Equity Interests or all or substantially all of the assets of PEG 2 LP, PEG 2 LP and the PEGH 2 Partners shall give PEG Inc.

written notice setting forth the details of the proposed Transfer, including a description of PEG 2 LP's assets (including, with respect to each of PEG 2 LP's Projects, the mega-wattage, stage of development or construction, material counterparties, details of any project contracts and other material information with respect to PEG 2 LP and the Projects that an acquiror thereof would reasonably be anticipated to request in order to reasonably diligence and assess PEG 2 LP and such Projects), the Equity Interests or assets to be Transferred (in each case, the "PEG 2 LP Interests") and any other material terms of the proposed Transfer reasonably known or anticipated by PEG 2 LP or the PEGH 2 Partners (a "PEG 2 LP Transfer Notice").

(b) Within 45 calendar days after delivery of a PEG 2 LP Transfer Notice, PEG Inc. shall either: (i) deliver a written offer to PEG 2 LP and the PEGH 2 Partners to purchase the PEG 2 LP Interests setting forth PEG Inc.'s offer price (a "PEG 2 LP Offer Price") and other material terms and conditions on which PEG Inc. proposes to purchase the PEG 2 LP Interests (a "First Rights PEG 2 LP Offer") or (ii) deliver a written notice to PEG 2 LP that PEG Inc. will not make a First Rights PEG 2 LP Offer in response to the PEG 2 LP Transfer Notice (a "First Rights PEG 2 LP Declination"). Unless a First Rights PEG 2 LP Offer is rejected pursuant to written notice from PEG 2 LP delivered to PEG Inc. within 30 calendar days of PEG Inc.'s delivery of a First Rights PEG 2 LP Offer, such First Rights PEG 2 LP Offer shall be deemed to have been accepted by PEG 2 LP and the PEGH 2 Partners, and PEG Inc. shall have the right to acquire the PEG 2 LP Interests, and PEG 2 LP and the PEGH 2 Partners shall transfer the PEG 2 LP Interests to PEG Inc., on the terms set forth in First Rights PEG 2 LP Offer, and subject to documentation reasonably agreed between the parties.

(c) In the event that PEG Inc. delivers a First Rights PEG 2 LP Declination as provided in Section 3.2(b) above, or PEG 2 LP validly rejects a First Rights PEG 2 LP Offer as provided in Section 3.2(b) above, PEG 2 LP and the PEGH 2 Partners shall be free to Transfer the PEG 2 LP Interests to any Person within nine months of such delivery or rejection (as applicable); provided, however, that in the event that PEG Inc. had previously delivered a First Rights PEG 2 LP Offer that was rejected, PEG 2 LP and the PEGH 2 Partners shall only be permitted to Transfer the PEG 2 LP Interests to a party other than PEG Inc. during such nine month period at a price greater than or equal to 105% of the applicable PEG 2 LP Offer Price and on other terms and conditions that are not materially less favorable to PEG 2 LP and the PEGH 2 Partners than the terms and conditions set forth in any applicable First Rights PEG 2 LP Offer; provided, further, that PEG 2 LP and the PEGH 2 Partners may not provide any material information with respect to PEG 2 LP, its assets or the PEG 2 LP Interests to any actual or potential Transferee of the PEG 2 LP Interests that was not provided to PEG Inc. together with the PEG 2 LP Transfer Notice. If PEG 2 LP does not so consummate the Transfer of the PEG 2 LP Interests within such nine month period, the terms of this Section 3.2 shall apply anew with respect to any Transfer of the PEG 2 LP Interests.

Section 3.3 Term of the PEG 2 LP Purchase Right of First Offer, Section 3.1 and Section 3.2, including the obligations and rights of PEG 2 LP, the PEGH 2 Partners and PEG Inc. thereunder, shall survive until the earlier of: (a) the acquisition of the PEG 2 LP Interests by PEG Inc. pursuant to Section 3.1 and Section 3.2; and (a) the termination of the rights and obligations in Section 2.1 and Section 2.2 pursuant to Section 2.3.

#### ARTICLE IV. MISCELLANEOUS

Section 4.1 Choice of Law; Submission To Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction irrespective of the choice of laws principles. Except as may otherwise expressly be set forth in any purchase and sale agreement entered into between or among the Parties or their Affiliates in connection with the exercise of the purchase rights set forth in Article II and Article III, and subject to Section 4.2, each of the Parties hereby irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in New York, New York in connection with any claim, suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or any dealings between them relating to the subject matter of this Agreement and the relationship that is being established. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE

TRANSACTIONS CONTEMPLATED HEREBY OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED.

Section 4.2 Enforcement. Each Party agrees and acknowledges that the other Parties do not have an adequate remedy at law for the breach by any such Party of its covenants and agreements set forth in this Agreement, and that any breach by any such Party of its covenants and agreements set forth in this Agreement would result in irreparable injury to each other Party. Each Party shall be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including costs of enforcement) and to exercise any and all other rights existing in its favor. The Parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that each Party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for, and shall be entitled to specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation or threatened violation of the provisions of this Agreement.

Section 4.3 Notice. All notices, requests or consents provided for or permitted to be given pursuant to this Agreement must be in writing and must be given by depositing the same in the mail, addressed to the Person to be notified, postpaid, and registered or certified with return receipt requested or by delivering such notice in person or by private-courier, prepaid, or by telecopier to such party. Notice given by personal delivery or mail shall be effective upon actual receipt. Couriered notices shall be deemed delivered on the date the courier represents that delivery will occur. Notice given by telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next Business Day after receipt if not received during the recipient's normal business hours. All notices to be sent to a Party pursuant to this Agreement shall be sent to or made at the address set forth below such Party's signature to this Agreement, or at such other address as such Party may stipulate to the other Parties in the manner provided in this Section 4.3.

Section 4.4 Entire Agreement. This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

Section 4.5 Waiver; Effect of Waiver or Consent. Any Party hereto may (a) extend the time for the performance of any obligation or other act of any other Party hereto or (a) waive compliance with any agreement or condition of any other Party contained herein. Except as otherwise specifically provided herein, any such extension or waiver shall be valid only if set forth in a written instrument duly executed by the party or parties to be bound thereby. No waiver or consent, express or implied, by any Party of or to any breach or default by any Person in the performance by such Person of its obligations hereunder shall be deemed or construed to be a waiver or consent of or to any other breach or default in the performance by such Person of the same or any other obligations of such Person hereunder. Failure on the part of a Party to complain of any act of any Person or to declare any Person in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder until the applicable statute of limitations period has run.

Section 4.6 Amendment or Modification. This Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto.

Section 4.7 Assignment. No Party shall have the right to assign its rights or obligations under this Agreement without the consent of the other Parties hereto, except that PEG Inc. shall be enabled to assign its rights hereunder to an affiliate that agrees to be bound to the terms hereof; *provided*, that subject to the foregoing, this Agreement shall be binding on the Parties and their respective successors and assigns.

Section 4.8 Counterparts. This Agreement may be executed 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 and shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 4.9 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 4.10 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires, (a) references to the terms Article, Section, paragraph, and Schedule are references to the Articles, Sections, paragraphs, and Schedules to this Agreement unless otherwise specified, (a) the word “including” and words of similar import shall mean “including, without limitation,” (a) provisions shall apply, when appropriate, to successive events and transactions, (a) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and (a) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 4.11 Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

Section 4.12 Laws and Regulations. Notwithstanding any provision of this Agreement to the contrary, no party to this Agreement shall be required to take any act, or fail to take any act, under this Agreement if the effect thereof would be to cause such party to be in violation of any Applicable Law.

Section 4.13 No Third Party Beneficiaries. The provisions of this Agreement are enforceable solely by the Parties to this Agreement, and no other Person, including any limited partner, member or equity holder of the Parties, shall have the right, separate and apart from the Parties, as applicable, to enforce any provision of this Agreement or to compel any Party to this Agreement to comply with the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on, and effective as of, the Closing Date.

**PATTERN ENERGY GROUP 2 LP**

By: /s/ Dyann Blaine

Name: Dyann Blaine

Title: Vice President

**PATTERN ENERGY GROUP INC.**

By: /s/ Daniel Elkort

Name: Daniel Elkort

Title: Vice President

*Signature Page to Purchase Rights Agreement*

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Solely with Respect to Article III

**PATTERN ENERGY GROUP 2 LP**

By: /s/ Dyann Blaine

Name: Dyann Blaine

Title: Vice President

**PATTERN ENERGY GROUP HOLDINGS 2 GP  
LLC**

By: R/C Wind II LP, its sole member

Riverstone/Carlyle Renewable Energy Partners

By: II, L.P., its general partner

R/C Renewable Energy GP II, LLC, its general

By: partner

By: /s/ Thomas Walker

Name: Thomas Walker

Title: Authorized Person

*Signature Page to Purchase Rights Agreement*



**MULTILATERAL MANAGEMENT SERVICES AGREEMENT**

Dated as of December 8, 2016

by and among

**PATTERN ENERGY GROUP INC.,**

**PATTERN ENERGY GROUP LP,**

and

**PATTERN ENERGY GROUP 2 LP**

US 4776729

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## MULTILATERAL MANAGEMENT SERVICES AGREEMENT

THIS MULTILATERAL MANAGEMENT SERVICES AGREEMENT (the “Agreement”) is made as of this 8th day of December, 2016 (the “Effective Date”), by and among PATTERN ENERGY GROUP INC., a Delaware corporation (“PEG Inc.”), PATTERN ENERGY GROUP LP, a Delaware limited partnership (“PEG 1”), and PATTERN ENERGY GROUP 2 LP, a Delaware limited partnership (“PEG 2”). Each of PEG Inc., PEG 1, and PEG 2 is referred to herein as a “Party” and collectively as the “Parties.”

### WITNESSETH:

WHEREAS, PEG Inc. and PEG 1 entered into a Bilateral Management Services Agreement, dated as of October 2, 2013 (the “Initial Agreement”), as amended by the First Amendment to Bilateral Management Services Agreement dated as of July 3, 2015, whereby each of PEG Inc. and PEG 1 wishes to engage the other to provide certain management services and each of PEG Inc. and PEG 1 wishes to accept such engagement to provide such services for the benefit of the other in accordance with the terms and conditions set forth therein;

WHEREAS, the Parties desire to amend and restate the Initial Agreement to add PEG 2 as a party hereto;

WHEREAS, the Parties contemplate the transfer of PEG 1 employees and employees of its subsidiaries into PEG Inc. upon the occurrence of certain events, after which the services provided by PEG 1 will be internalized by PEG Inc. as set forth herein; and

WHEREAS, entering into this Agreement is mutually beneficial to all Parties as the Parties will be sharing the costs of such services and by so doing will reduce the respective costs of each Party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto, intending to be legally bound, hereby amend and restate the Initial Agreement in its entirety and further agree as follows:

### ARTICLE I. DEFINITIONS AND USAGE

Section 1.01 Definitions. Unless the context shall otherwise require or the express terms of this Agreement shall otherwise provide, capitalized terms used herein shall have the following meanings:

“Affiliate” of a specified Person means any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified.

“Agreement” is defined in the preamble.

“Effective Date” is defined in the preamble.

“Employee Reintegration” is defined in Section 6.01.

“GAAP” means generally accepted accounting principles in the United States, consistently applied.

“NASDAQ” means the NASDAQ Global Market.

“notices” is defined in Section 12.05.

“Person” means any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization or governmental authority.

“PEG 1” is defined in the preamble.

“PEG 1 Services” means the services set forth in Section 2.02.

“PEG 2” is defined in the preamble.

“PEG Inc.” is defined in the preamble.

“PEG Inc. Services” means the services set forth in Section 3.02.

“Reference Rate” means the rate as published, from time to time, in The Wall Street Journal as the prime lending rate or “prime rate” plus one percent (1%).

“Reintegration Event” is defined in Section 6.01.

“Senior Officer” means an officer that has been appointed to the relevant Party’s management committee, board or similar body charged with the management of such Party.

“Shared PEG Executives” means the senior executives of PEG Inc. who will provide executive management services to PEG 1 or PEG 2 in accordance with Section 3.01 and devote the percentage of time and have the responsibilities to PEG 1 or PEG 2, in each case, as set forth on Schedule 1 hereto (as such schedule may be updated by mutual agreement of the Parties from time to time).

“Support Assets” means any asset or assets that may be reasonably necessary for and related to the administration of PEG Inc.’s business, such as computer hardware, software, data back-up infrastructure, facilities and any other assets as may be reasonably determined by PEG Inc.

“Term” is defined in Section 9.01.

“Total Market Capitalization” means the aggregate value of PEG Inc.’s issued and outstanding Class A Shares (assuming that all of PEG Inc.’s then outstanding Class B Shares had converted into Class A Shares on a one-for-one basis prior to such date) determined based on the daily volume weighted average price of the Class A Shares on the NASDAQ (or the then primary securities exchange or association or over-the-counter market on which the Class A Shares are listed for trading).

“Trading Day” means a day on which the Class A Shares:

(i) are not suspended from trading on any national or regional securities exchange or association or over-the-counter market at the close of business; and

(ii) have traded at least once on the NASDAQ or the national or regional securities exchange or association or over-the-counter market that is the primary market for the trading of the Class A Shares.

“Transaction” is defined in Section 12.09(c).

ARTICLE II  
PEG 1'S RESPONSIBILITIES

Section 2.01 PEG 1 Services. PEG 1 shall make its personnel and the personnel of its subsidiaries available to PEG Inc. and PEG 2 to provide and perform the following services for PEG Inc., PEG 2 and their respective Affiliates and project entities in accordance, subject to Section 7.01, with the scope, instruction, and policies of PEG Inc. or PEG 2, as applicable (the "PEG 1 Services");

- (a) day-today administrative services;
- (b) services related to accounting and tax, including, preparation and filing of tax returns and maintaining books and records;
- (c) services related to preparation of annual consolidated financial statements, and quarterly interim financial statements;
- (d) services related to regulatory reporting and other public filings and disclosures;
- (e) services related to preparation of annual budgets;
- (f) legal and corporate secretarial support and other corporate services;
- (g) services related to financial analysis, financing, and, when requested to do so, assisting in the process of raising capital by way of debt, equity or otherwise;
- (h) services related to human resources support and administration;
- (i) services related to information technology support;
- (j) providing advice with respect to issues concerning project development, permitting, construction management and engineering, power marketing, environmental management and implementation;
- (k) providing assistance in connection with PEG Inc.'s pursuit of acquisition opportunities;
- (l) services related to obtaining and maintaining insurance;
- (m) services related to maintaining required governmental approvals and permits and preparing and submitting filings with respect to PEG Inc.'s projects;
- (n) services with respect to compliance with applicable laws and other obligations of PEG Inc. and PEG 2 and their respective projects;
- (o) supervising and monitoring PEG Inc.'s and PEG 2's and their respective counterparties' compliance with the terms and conditions of PEG Inc.'s and PEG 2's respective contracts and performing on behalf of PEG Inc. and PEG 2 reporting and other routine administrative responsibilities under such contracts; and
- (p) performing such other tasks of an administrative nature as PEG Inc. or PEG 2 may reasonably request from time to time in connection with or related to PEG Inc. or PEG 2, their respective Affiliates and/or their respective operations.

Prior to taking any action that will materially diminish its ability to provide the Services as contemplated under this Agreement, PEG 1 will provide PEG Inc. and PEG 2 with advance written notice of such anticipated action. PEG Inc.

and PEG 2 shall then have a period of 30 days to deliver a written response to PEG 1, either consenting to such action or stating that such action may only be taken following a notice period of 4 months. Failure by PEG Inc. or PEG 2 to deliver such response within such 30 period shall be deemed, with respect to such respective party, consent of the described action. For the avoidance of doubt, PEG 1 may determine, in its sole discretion based on its own business considerations, to take any such action.

ARTICLE III  
PEG INC.'S RESPONSIBILITIES

Section 3.01 PEG Inc. Services. PEG Inc. shall make its personnel and the personnel of its subsidiaries available to PEG 1 and PEG 2 to provide and perform the following services for PEG 1, PEG 2, and their respective Affiliates in accordance, subject to Section 6.01, with the scope, instruction, and policies of PEG 1 or PEG 2, as applicable (the "PEG Inc. Services"):

- (a) act as a Shared PEG Executive, as agreed from time to time (with the Shared PEG Executives on the Effective Date indicated on Schedule 1 hereto);
- (b) support PEG 1's and PEG 2's development activities, analysis of development opportunities and cost analysis and assist with respect to issues concerning project operations and maintenance to the extent required for PEG 1's or PEG 2's development activities; and
- (c) perform such other tasks of an administrative nature as PEG 1 or PEG 2 may reasonably request from time to time in connection with or related to PEG 1 or PEG 2 and/or their respective business activities;

ARTICLE IV  
STANDARD OF PERFORMANCE

Section 4.01 Diligence, Care and Prudence. Each Party shall use such diligence, care and prudence in the performance of its duties, including each Party's respective services set forth in Article II and Article III hereof and shall devote such time, effort and skills, and shall cause its employees and the employees of its subsidiaries to devote such time effort and skills, as an ordinary professional in like position would do in like circumstances, with like executive responsibilities and fiduciary duties in the case of those employees that serve as executive officers of PEG Inc. who also serve as executive officers of either PEG 1 or PEG 2 (or both), but subject to and in accordance with the provisions of this Agreement.

Section 4.02 Limitation on Liability. A Party shall have no liability under this Agreement for failure to take actions as to which it has requested in writing the instruction of the other Party to perform if such instruction is not timely given.

ARTICLE V  
COMPENSATION AND PAYMENT

Section 5.01 PEG 1 Services. PEG Inc. and PEG 2 shall pay and reimburse PEG 1 for the PEG 1 Services as follows:

- (a) Reimbursable Costs.
  - (i) PEG Inc. shall reimburse PEG 1 for PEG Inc.'s allocable share of the costs incurred by PEG 1, on behalf of PEG Inc. in providing the PEG 1 Services. Such costs are expected to include, among other things, the share of costs allocable to PEG Inc. for internal, general and administrative overhead expenses (including rent, utilities, taxes, service contracts, office supplies, insurance and other such costs), and compensation provided to the personnel of PEG 1.

(ii) PEG 2 shall reimburse PEG 1 for PEG 2's allocable share of the costs incurred by PEG 1, on behalf of PEG 2 in providing the PEG 1 Services. Such costs are expected to include, among other things, the share of costs allocable to PEG 2 for internal, general and administrative overhead expenses (including rent, utilities, taxes, service contracts, office supplies, insurance and other such costs), and compensation provided to the personnel of PEG 1.

(b) Reimbursable Expenses.

(i) PEG Inc. shall reimburse PEG 1, for PEG Inc.'s allocable share of all out-of-pocket expenses that PEG 1 incurs or pays in connection with the performance of the PEG 1 Services.

(ii) PEG 2 shall reimburse PEG 1, for PEG 2's allocable share of all out-of-pocket expenses that PEG 1 incurs or pays in connection with the performance of the PEG 1 Services.

(c) Methodology. The allocation of costs and expenses attributable to PEG Inc. and PEG 2 under Sections 5.01(a) and (b) above shall be calculated in accordance with the methodology set forth on Exhibit A.

(d) Certain Fees. For the PEG 1 Services set forth in Section 2.01(i) in addition to any reimbursements due under Sections 5.01(a) and (b) above, PEG Inc. and PEG 2 shall pay a fee in an amount equal to 5% of the cost of such services (such cost to be determined in accordance to Section 5.01(c)) and the fee shall be payable in accordance with Section 5.03.

Section 5.02 PEG Inc. Services. PEG 1 and PEG 2 shall pay and reimburse PEG Inc. for the PEG Inc. Services as follows:

(a) Reimbursable Costs.

(i) PEG 1 shall reimburse PEG Inc. for PEG 1's allocable share of the costs incurred by PEG Inc. on behalf of PEG 1 in providing the PEG Inc. Services. Such costs are expected to include, among other things, the share of costs allocable to PEG 1 for internal, general and administrative overhead expenses (including rent, utilities, taxes, service contracts, office supplies, any Support Assets transferred to PEG Inc. by PEG 1 pursuant to the Purchase Right herein, insurance and other such costs), and compensation provided to the personnel of PEG Inc., including, for the avoidance of doubt, compensation provided to executive officers of PEG Inc. who also serve as executive officers of PEG 1.

(ii) PEG 2 shall reimburse PEG Inc. for PEG 2's allocable share of the costs incurred by PEG Inc. on behalf of PEG 2 in providing the PEG Inc. Services. Such costs are expected to include, among other things, the share of costs allocable to PEG 2 for internal, general and administrative overhead expenses (including rent, utilities, taxes, service contracts, office supplies, any Support Assets transferred to PEG Inc. by PEG 2 pursuant to the Purchase Right herein, insurance and other such costs), and compensation provided to the personnel of PEG Inc., including, for the avoidance of doubt, compensation provided to executive officers of PEG Inc. who also serve as executive officers of PEG 2.

(b) Reimbursable Expenses.

(i) PEG 1 shall reimburse PEG Inc. for PEG 1's allocable share of all out-of-pocket expenses that PEG Inc. incurs in connection with the performance of the PEG Inc. Services.

(ii) PEG 2 shall reimburse PEG Inc. for PEG 2's allocable share of all out-of-pocket expenses that PEG Inc. incurs in connection with the performance of the PEG Inc. Services.

(c) Methodology. The allocation of costs and expenses attributable to PEG 1 and PEG 2 shall be calculated in accordance with the methodology set forth on Exhibit A.

(d) Certain Fees. For the PEG Inc. Services set forth in Section 3.01(b), in addition to any reimbursements due under Sections 5.02(a) and (b) above, PEG 1 shall pay a fee, in the aggregate, in an amount equal to 5% of the cost of such services (such cost to be determined in accordance to Section 5.02(c)) and the fee shall be payable in accordance with Section 5.03.

Section 5.03 Billing and Payment. Within thirty (30) days following submission by a Party of an invoice to the other Party reflecting any fees, costs and expenses due and payable by the other Party (which invoice shall include copies of third party invoices identifying and substantiating, in reasonable detail, the nature of such fees, costs and expenses and the basis for reimbursement thereof), the receiving Party shall:

(a) Make such payment of the fees, costs and expenses, less any portion of such fees, costs and expenses that the receiving Party disputes in good faith;

(b) With respect to any disputed portion of such invoice, provide the billing Party with a written statement explaining, in reasonable detail, the basis for such dispute. The parties shall attempt to resolve any such disputed portion. In the event that the Parties are unable to resolve such dispute, the provision of Article VIII hereof shall apply; and

(c) Any amount owed hereunder that remains unpaid more than ten (10) days after the date such amount is due and payable under this Agreement shall accrue interest at the Reference Rate beginning on the first (1st) day after such amount became due and payable.

Section 5.04 Records. Each Party shall retain copies of invoices submitted by it under this Agreement and of any third party invoices or similar documentation contained or reflected therein, for a minimum period of three (3) years or such longer period to the extent required by law.

## ARTICLE VI REINTEGRATION EVENT

Section 6.01 Reintegration Event. PEG Inc. shall have the option, exercisable by delivery of written notice of exercise to PEG 1 at any time prior to December 31, 2017, to require PEG 1 to cause the employees of PEG 1 and its subsidiaries to become employees of PEG Inc. and its subsidiaries (the "Employee Reintegration") and the date, if any, such notice is so delivered, the "Reintegration Event"). From and after the occurrence of the Reintegration Event, PEG Inc., PEG 1, and PEG 2 will cooperate to cause the Employee Reintegration to occur by the six month anniversary of the Reintegration Event or as soon as reasonably practical thereafter.

Section 6.02 No Payments. Neither PEG 1 nor PEG 2 will be required to make any payments to PEG Inc. upon the occurrence of the Employee Reintegration other than with respect to any employee related liabilities (such as vacation accrual or medical reimbursements) assumed by PEG Inc. PEG Inc. will not be required to make any payments to PEG 1 or PEG 2 upon the occurrence of the Employee Reintegration, other than the payment of any statutory severance payments that may be due and payable to Canadian and Chilean employees as result of the Reintegration Event.

Section 6.03 Services Following the Employee Reintegration. Following the Employee Reintegration, the PEG 1 Services set forth in Section 2.01 shall be deemed to be included in the PEG Inc. Services set forth in Section 3.01. PEG Inc. shall thereafter continue to provide the PEG Inc. Services to PEG 1 and PEG 2 (including, for the avoidance of doubt, such capabilities that as result of the Employee Reintegration shall have become capabilities of PEG Inc.), solely to the extent requested by PEG 1 or PEG 2 in connection with the development activities of PEG 1 or PEG 2, as applicable.

Section 6.04 Reimbursement following Employee Integration. Following the Employee Reintegration, PEG 1 and PEG 2 will continue to pay PEG Inc. for the PEG Inc. Services being provided to PEG 1 or PEG 2, as applicable, consistent with Section 5.02, provided, that Section 5.02(d) shall not apply.

Section 6.05 Transition. The Parties shall mutually cooperate to cause the employees of PEG 1 and its subsidiaries to become the employees of PEG Inc. and to execute all employment and other agreements and documents necessary to implement the Employee Reintegration.

ARTICLE VII  
EMPLOYMENT OF PERSONNEL

Section 7.01 Personnel. Notwithstanding any other provision of this Agreement to the contrary, (i) prior to the occurrence of the Employee Integration, all personnel performing the PEG 1 Services shall perform such services under the direction and supervision of PEG 1 and its subsidiaries and shall at all times remain employees or independent contractors, as the case may be, of PEG 1 or one of its subsidiaries (other than PEG Inc.) or a third party and shall not become or be deemed to be employees of PEG Inc. or PEG 2 or any of their respective subsidiaries, and (ii) all personnel performing the PEG Inc. Services shall perform such services under the direction and supervision of PEG Inc. and its subsidiaries and shall at all times remain employees or independent contractors, as the case may be, of PEG Inc. or one of its subsidiaries or a third party and shall not become or be deemed to be employees of PEG 1 or PEG 2 or any of their respective subsidiaries. No person shall perform any services hereunder not authorized to be performed hereunder by such person.

ARTICLE VIII  
DISPUTE RESOLUTION

Section 8.01 Procedure. The Parties shall attempt, in good faith, to resolve or cure all disputes by mutual agreement in accordance with this Article VIII before initiating any legal action or attempting to enforce any rights or remedies hereunder (including termination), at law or in equity (regardless of whether this Article VIII 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 or default 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, default or dispute. Within five (5), or such other time as the Parties may agree, 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 alleged breach or default. If such representatives are unable to resolve the dispute or alleged breach or default within fifteen (15) days after delivery of such notice, the matter shall be referred to a "Senior Officer" of PEG Inc., a "Senior Officer" of PEG 1, and a "Senior Officer" of PEG 2, for resolution or cure. If the Senior Officers are unable to resolve the matter 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 mechanism of their mutual selection. If the Parties cannot agree on an alternative dispute resolution mechanism, each Party may pursue its own legal remedies.

Section 8.02 Continuation of Work. Pending final resolution of any dispute, the Parties shall continue to fulfill their respective obligations under this Agreement; provided, however, that a Party may withhold any amount that is the subject of dispute from any payment otherwise due hereunder during the pendency of any dispute resolution proceeding, including the pursuit of legal remedies. Upon a Party prevailing in such dispute, the other Parties shall immediately pay to the prevailing Party the unpaid amount in dispute with interest thereon, which interest shall accrue, at the Reference Rate, for each day from and including the date on which such amount was originally due to, but excluding, the date of actual payment thereof.

ARTICLE IX  
COMMENCEMENT AND TERMINATION

Section 9.01 Term. This Agreement shall commence on the Effective Date and continue in full force and effect, unless terminated (in whole or in part) in accordance with Section 9.03, Section 9.04, or Section 9.05 (the "Term").

Section 9.02 Cooperation. In connection with any termination of this Agreement each Party shall cooperate with all reasonable requests of the other Parties in connection with the transition of its respective services to the entity selected by the other Parties, if applicable, to undertake such services after such termination of the Term. Following any termination pursuant to Section 9.03, neither PEG 1 nor PEG 2 shall be entitled to reimbursement of costs and



expenses other than reimbursement for the services and reasonable expenses incurred by PEG 1 or PEG 2, as applicable, in connection with the transition of the PEG Inc. Services pursuant to this Section 9.02 for the period after such termination. Following any termination pursuant to Section 9.04, neither PEG 2 nor PEG Inc. shall be entitled to reimbursement of costs and expenses other than reimbursement for the services and reasonable expenses incurred by PEG 2 or PEG Inc., as applicable, in connection with the transition of the PEG 1 Services pursuant to this Section 9.02 for the period after such termination.

Section 9.03 Early Termination by PEG Inc. PEG Inc. may terminate this Agreement with respect to PEG 1 or PEG 2, as applicable, effective upon written notice of termination to PEG 1 and PEG 2, as applicable, if:

(a) PEG 1 or PEG 2, as applicable, defaults in the performance or observance of any material term, condition or agreement contained in this Agreement and such default continues for a period of 30 days after written notice thereof specifying such default and requesting that the same be remedied in such 30day period; provided, however, that if the fact, circumstance or condition that is the subject of such obligation cannot reasonably be remedied within such 30day period and if, within such period, PEG 1 or PEG 2, as applicable, provides reasonable evidence to PEG Inc. that it has commenced, and thereafter proceeds with all due diligence, to remedy the fact, circumstance or condition that is the subject of such obligation, such period shall be extended for a reasonable period satisfactory to PEG Inc., acting reasonably, for PEG 1 or PEG 2, as applicable, to remedy the same;

(b) PEG 1 or PEG 2, as applicable, engages in any act of gross negligence, fraud or wilful misconduct in performance of its obligations under this Agreement;

(c) PEG 1 or PEG 2, as applicable, makes a general assignment for the benefit of its creditors, institutes proceedings to be adjudicated voluntarily bankrupt, consents to the filing of a petition of bankruptcy against it, is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, seeks reorganization under any bankruptcy law or consents to the filing of a petition seeking such reorganization or has a decree entered against it by a court of competent jurisdiction appointing a receiver liquidator, trustee or assignee in bankruptcy or in insolvency; or

(d) PEG 1 or PEG 2, as applicable, or substantially all of their respective assets, is acquired by an unrelated third party.

Section 9.04 Early Termination by PEG 1. PEG 1 may terminate this Agreement with respect to PEG Inc. or PEG 2, as applicable, effective upon written notice of termination to PEG Inc. or PEG 2, as applicable, if:

(a) PEG Inc. or PEG 2, as applicable, defaults in the performance or observance of any material term, condition or agreement contained in this Agreement and such default continues for a period of 30 days after written notice thereof specifying such default and requesting that the same be remedied in such 30day period; provided, however, that if the fact, circumstance or condition that is the subject of such obligation cannot reasonably be remedied within such 30day period and if, within such period, PEG Inc. or PEG 2, as applicable, provides reasonable evidence to PEG 1 that it has commenced, and thereafter proceeds with all due diligence, to remedy the fact, circumstance or condition that is the subject of such obligation, such period shall be extended for a reasonable period satisfactory to PEG 1, acting reasonably, for PEG Inc. or PEG 2, as applicable, to remedy the same;

(b) PEG Inc. or PEG 2, as applicable, engages in any act of gross negligence, fraud or wilful misconduct in performance of its obligations under this Agreement; or

(c) PEG Inc. or PEG 2, as applicable, makes a general assignment for the benefit of its creditors, institutes proceedings to be adjudicated voluntarily bankrupt, consents to the filing of a petition of bankruptcy against it, is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, seeks reorganization under any bankruptcy law or consents to the filing of a petition seeking such reorganization or

has a decree entered against it by a court of competent jurisdiction appointing a receiver liquidator, trustee or assignee in bankruptcy or in insolvency.

Section 9.05 Early Termination by PEG 2. PEG 2 may terminate this Agreement with respect to PEG Inc. or PEG 1, as applicable, effective upon written notice of termination to PEG Inc. or PEG 1, as applicable, if:

(a) PEG Inc. or PEG 1, as applicable, defaults in the performance or observance of any material term, condition or agreement contained in this Agreement and such default continues for a period of 30 days after written notice thereof specifying such default and requesting that the same be remedied in such 30day period; provided, however, that if the fact, circumstance or condition that is the subject of such obligation cannot reasonably be remedied within such 30day period and if, within such period, PEG Inc. or PEG 1, as applicable, provides reasonable evidence to PEG 2 that it has commenced, and thereafter proceeds with all due diligence, to remedy the fact, circumstance or condition that is the subject of such obligation, such period shall be extended for a reasonable period satisfactory to PEG 2, acting reasonably, for PEG Inc. or PEG 1, as applicable, to remedy the same;

(b) PEG Inc. or PEG 1, as applicable, engages in any act of gross negligence, fraud or wilful misconduct in performance of its obligations under this Agreement; or

(c) PEG Inc. or PEG 1, as applicable, makes a general assignment for the benefit of its creditors, institutes proceedings to be adjudicated voluntarily bankrupt, consents to the filing of a petition of bankruptcy against it, is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent, seeks reorganization under any bankruptcy law or consents to the filing of a petition seeking such reorganization or has a decree entered against it by a court of competent jurisdiction appointing a receiver liquidator, trustee or assignee in bankruptcy or in insolvency.

#### ARTICLE X INDEMNIFICATION AND LIMITATION OF LIABILITY

##### Section 10.01 Indemnification.

(a) Each of PEG 1 and PEG 2 shall, individually and not joint and severally, indemnify and hold PEG Inc., its officers, directors, shareholders, employees, representatives, and agents acting on their behalf harmless from any damage, loss, liability or expense (including reasonable attorneys' fees) incurred by PEG Inc. as a result of PEG 1's or PEG 2's, as applicable, performance of its respective obligations under this Agreement, except to the extent such damage, loss, liability or expense results from PEG Inc.'s gross negligence, fraud, wilful misconduct or breach of its obligations under this Agreement.

(b) Each of PEG Inc. and PEG 1 shall, individually and not joint and severally, indemnify and hold PEG 2, its officers, partners, members, employees, representatives and agents acting on their behalf harmless from any damage, loss, liability or expense (including reasonable attorneys' fees) incurred by PEG 2 as a result of PEG Inc.'s or PEG 1's, as applicable, performance of its respective obligations under this Agreement, except to the extent such damage, loss, liability or expense results from PEG 2's gross negligence, fraud, wilful misconduct or breach of its obligations under this Agreement.

(c) Each of PEG Inc. and PEG 2 shall, individually and not joint and severally, indemnify and hold PEG 1, its officers, partners, members, employees, representatives and agents acting on their behalf harmless from any damage, loss, liability or expense (including reasonable attorneys' fees) incurred by PEG 1 as a result of PEG Inc.'s or PEG 2's, as applicable, performance of its respective obligations under this Agreement, except to the extent such damage, loss, liability or expense results from PEG 1's gross negligence, fraud, wilful misconduct or breach of its obligations under this Agreement.

Section 10.02 Exclusion of Consequential Damages. None of PEG Inc., PEG 1, or PEG 2 shall be liable hereunder for punitive, consequential or indirect damages of any nature including, but not limited to, damages for lost profits or revenues or the loss or use of such profits or revenue.

Section 10.03 Total Limitation on Liability. Each Party's total liability to the other Party in any fiscal year during the Term on all 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 covered by or furnished during the Term of this Agreement, shall in no case exceed the aggregate value of the fees paid to the indemnified party for such fiscal year; provided, however, the foregoing limitation on liability shall not apply to damage to a Party caused by the gross negligence, fraud or willful misconduct of another Party with respect to the subject matter of this Agreement.

Section 10.04 Survival. For the avoidance of doubt, the provisions of this Article X shall survive the completion of the respective services rendered under, or any termination or purported termination of, this Agreement.

#### ARTICLE XI RIGHT TO PURCHASE CERTAIN ASSETS

Section 11.01 Purchase Right. PEG 1 and PEG 2 hereby grant to PEG Inc. the unconditional right and option to purchase for fair market value (as determined in accordance with this Agreement) any Support Assets, exercisable by PEG Inc. in its sole discretion at any time during the Term (the "Purchase Right"), and PEG 1 or PEG 2, as applicable, will take all actions necessary to cause the sale and transfer to PEG Inc. of any Support Assets with respect to which PEG Inc. has exercised the Purchase Right.

Section 11.02 Procedure. PEG Inc. shall deliver to PEG 1 or PEG 2, as applicable, written notice upon the exercise of the Purchase Right, which notice shall specify the Support Assets with respect to which PEG Inc. is exercising the Purchase Right. Thereafter, the Parties will negotiate in good faith the fair market value that PEG Inc. will pay PEG 1 or PEG 2, as applicable, for any Support Asset being purchased and the other terms and conditions with respect thereto. The Parties will complete the purchase and sale within thirty (30) days following receipt of PEG Inc.'s initial notice to PEG 1 and PEG 2.

Section 11.03 Disputes. Any dispute between the Parties arising with respect to the purchase and sale of Support Assets, including with respect to the fair market value of any Support Assets, shall be settled in accordance with Article VIII hereof.

Section 11.04 Transfer. PEG 1 and PEG 2, as applicable, will exercise commercially reasonable efforts to promptly transfer and assign to PEG Inc. any licenses, registrations, warranties, consents and other rights associated with any Support Assets purchased by PEG Inc. pursuant to the Purchase Right. In the event that any such license, registration, warranty, consent or other right is not by its terms transferable to PEG Inc., PEG 1 or PEG 2, as applicable, will enter into such arrangements that give PEG Inc. substantially the same benefit as though such license, registration, warranty, consent or other right was transferred to PEG Inc. pursuant to the Purchase Right.

#### ARTICLE XII MISCELLANEOUS

Section 12.01 Assignment.

- (a) Assignment by PEG 1. PEG 1 may not assign this Agreement without the prior written consent of PEG Inc. and PEG 2.
- (b) Assignment by PEG 2. PEG 2 may not assign this Agreement without the prior written consent of PEG Inc. and PEG 1.

(c) Assignment by PEG Inc. PEG Inc. may not assign this Agreement without the prior written consent of PEG 1 and PEG 2, provided, however, that PEG Inc. may pledge, collaterally assign, or encumber its rights under this Agreement to any lender of PEG Inc. or its Affiliates. In such event, PEG 1 and PEG 2 agree to execute a consent and/or acknowledgement to such collateral assignment in form and substance reasonably acceptable to PEG 1 and PEG 2 and consistent with the current financing practices. Notwithstanding the foregoing, PEG Inc. may assign this Agreement without the prior written consent of PEG 1 or PEG 2 to any of its Affiliates, provided that such Affiliate agrees to be bound by the terms of this Agreement.

Section 12.02 Authorization. Except as expressly authorized in writing by PEG Inc. or PEG 2, as applicable, or as contemplated under the PEG 1 Services, PEG 1 nor any of its employees, officers or agents, shall have the right to bind PEG Inc. or PEG 2 or create any obligation or to make any representation on behalf of PEG Inc. or PEG 2. Except as expressly authorized in writing by PEG Inc. or PEG 1, as applicable, PEG 2 nor any of its officers or agents, shall have the right to bind PEG Inc. or PEG 1 or create any obligation or to make any representation on behalf of PEG Inc. or PEG 1. Except as expressly authorized in writing by PEG 1 and PEG 2, as applicable, or as contemplated under the PEG Inc. Services, PEG Inc. nor any of its employees, officers or agents, shall have the right to bind PEG 1 or PEG 2 or create any obligation or to make any representation on behalf of PEG 1 or PEG 2.

Section 12.03 Governing Law, Jurisdiction, Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction irrespective of the choice of laws principles. Each Party hereby irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in New York, New York in connection with any claim, suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or any dealings between the Parties relating to the subject matter of this Agreement and the relationship that is being established. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED.

Section 12.04 No Partnership. Nothing contained in this Agreement and no action taken by any Party to this Agreement shall be (i) deemed to create any company, partnership, joint venture, association or syndicate among or between any of the Parties; or (ii) except as contemplated under the PEG Inc. Services or the PEG 1 Services, as applicable, deemed to confer on any Party any expressed or implied right, power or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of any other Party, except as expressly authorized in writing.

Section 12.05 Notice. All notices, requests, consents, demands and other communications (collectively "notices") required or permitted to be given under this Agreement shall be in writing signed by the Party giving such notice and shall be given to each Party at its address or fax number set forth in this Section 12.05 or at such other address or fax number as such Party may hereafter specify for such purpose by notice to the other Party and shall be either delivered personally or sent by fax or registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service. A notice shall be deemed to have been given (i) when transmitted if given by fax or (ii) when delivered, if given by any other means. Notices shall be sent to the following addresses:

To PEG Inc.:

Pattem Energy Group Inc.  
Pier 1, Bay 3  
San Francisco, CA 94111  
Attention: General Counsel  
Facsimile: (415)362-7900

To PEG 1:

Pattem Energy Group LP  
Pier 1, Bay 3  
San Francisco, CA 94111  
Attention: General Counsel  
Facsimile: (415)362-7900

To PEG 2:

Pattem Energy Group 2 LP  
Pier 1, Bay 3  
San Francisco, CA 94111  
Attention: General Counsel  
Facsimile: (415)362-7900

Section 12.06 Usage. This Agreement shall be governed by the following rules of usage: (i) a reference in this Agreement to a Person includes, unless the context otherwise requires, such Person's successors and permitted assignees; (ii) a reference in this Agreement to a law, license, or permit includes any amendment, modification or replacement to such law, license or permit; (iii) accounting terms used in this Agreement shall have the meanings assigned to them by GAAP; (iv) a reference in this Agreement to an article, section, exhibit, schedule or appendix is to an article, section, exhibit, schedule or appendix of this Agreement unless otherwise stated; (v) a reference in this Agreement to any document, instrument or agreement shall be deemed to include all appendices, exhibits, schedules and other attachments thereto and all documents, instruments or agreements issued or executed in substitution thereof, and shall mean such document, instrument or agreement, or replacement thereof, as amended, modified and supplemented from time to time in accordance with its terms and as the same is in effect at any given time; (vi) unless otherwise specified, the words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; and (vii) the words "include" and "including" and words of similar import used in this Agreement are not limiting and shall be construed to be followed by the words "without limitation", whether or not they are in fact followed by such words.

Section 12.07 Entire Agreement. This Agreement (including all appendices and exhibits thereto) constitutes the entire agreement and understanding of the parties thereto with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter.

Section 12.08 Amendment. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by a document in writing signed by both Parties.

Section 12.09 Confidential Information.

(a) Except as required by applicable law or explicitly required or permitted by this Agreement, no Party shall, without the prior written consent of the other Party, (i) disclose any confidential information obtained from the other Party to any third parties, other than to consultants, employees, officers and potential financing parties who have agreed to keep such information confidential as contemplated by this Agreement and who need the information to carry out the purpose for which they were engaged (ii) use any confidential information obtained from the other party except for the purposes set forth in the Agreement.

(b) This Section 12.09 does not apply to information that the receiving party can demonstrate is presently a matter of public knowledge or which is or becomes available as a matter of public knowledge from a source which is not known to be prohibited from disclosing such information. In the event that a Party is requested or required by legal or regulatory authority to disclose any confidential information, the Party shall promptly notify the disclosing Party of such request or requirement prior to disclosure so that the disclosing Party may seek an appropriate protective order. Notwithstanding any other provision of this Agreement, the receiving Party shall have the right to disclose only so much of the confidential information as, in the advice of its legal counsel, the receiving party is legally required to disclose. In such an event, the receiving Party agrees to use good faith efforts to ensure that all confidential information that is so disclosed will be accorded confidential treatment.

(c) The foregoing obligations will not apply to the tax treatment or tax structure of the transactions contemplated by this Agreement (the “Transaction”) and each Party (and any employee, representative, or agent of any party) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the Transaction and all other materials of any kind (including opinions or other tax analysis) that are provided to any party relating to such tax treatment and tax structure. However, any such information relating to such tax treatment and tax structure is required to be kept confidential to the extent necessary to comply with any applicable securities laws. The preceding sentences are intended to cause the Transaction not to be treated as having been offered under conditions of confidentiality for purposes of Sections 1.6011-4(b)(3) and 301.61112(a)(2)(ii) (or any successor provision) of the Treasury Regulations issued under the Internal Revenue Code of 1986, as amended, and will be construed in a manner consistent with such purpose.

Section 12.10 Discharge of Obligations. With respect to any duties or obligations discharged hereunder by a Party, such Party may discharge such duties or obligations through the personnel of an affiliate of such Party; provided that, notwithstanding the foregoing, the Party shall remain fully liable hereunder for such discharged duties and obligations, unless such duties are assigned pursuant to Section 12.01.

Section 12.11 Third Party Beneficiaries. Except as otherwise expressly stated herein, this Agreement is intended to be solely for the benefit of the Parties hereto and their permitted assignees and is not intended to and shall not confer any rights or benefits to the general public or any other third party not a signatory hereto.

Section 12.12 Severability. Any provision of this Agreement that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

Section 12.13 Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their successors and permitted assigns. Subject to Section 12.11, nothing in this Agreement, whether express or implied, shall be construed to give any Person other than a Party hereto any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

Section 12.14 Counterparts. This Agreement may be executed by the Parties hereto in 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.

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**PATTERN ENERGY GROUP LP**

By: /s/ Dyann Blaine

Name: Dyann Blaine  
Title: Vice President

[Signature Page to Multilateral Management Services Agreement]

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**PATTERN ENERGY GROUP 2 LP**

By: /s/ Dyann Blaine

Name: Dyann Blaine

Title: Vice President

[Signature Page to Multilateral Management Services Agreement]

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Schedule 1

Shared PEG Executives

<u>Executive</u>	<u>Title at PEG 1</u>	<u>Approximate expected allocation to PEG 1 and PEG 2 (collectively)</u>
Mike Garland	Chief Executive Officer	30-50%
Hunter Armistead	Executive Vice President, Business Development	60-80%
Daniel Elkort	Executive Vice President and General Counsel	50-70%
Mike Lyon	Chief Financial Officer	20-40%
Esben Pedersen	Chief Investment Officer	40-60%
Kevin Deters	Vice President, Engineering & Construction	70-90%
Kevin Devlin	Senior Vice President, Strategic Operations	40-50%
Chris Shugart	Senior Vice President, Operations	10-20%

Exhibit A

Methodology for Determining Allocation of Cost and Expenses

1. Allocation of costs and expenses will be between Pattern Energy Group LP (PEG 1), Pattern Energy Group 2 LP (PEG 2) and Pattern Energy Group Inc. (PEG Inc.).
  2. Costs and expenses incurred at PEG 1 or any of its respective subsidiaries will be allocated to PEG Inc. and PEG 2, as applicable. Conversely, costs and expenses incurred at PEG Inc. or its subsidiaries will be allocated to PEG 1 and PEG 2, as applicable.
  3. Costs and expenses included in the allocation will be:
    - a. Employee (labor) related, including but not limited to salaries and benefits;
    - b. Travel and entertainment;
    - c. Professional fees, including but not limited to consulting and legal;
    - d. Information technology, including but not limited to computer hardware, network services, software licenses and telecom;
    - e. General and administrative, including but not limited to insurance, rent, and other facilities, advertising, office supplies, public relations, and delivery charges;
    - f. Cash bonus compensation for employees; provided, however, with respect to members of the executive management team of PEG Inc. or PEG 1, such bonus compensation will only be included to the extent that such compensation does not exceed 120% of the average compensation paid to such executive during the three (3) prior calendar years (after disregarding from such three-year average any compensation that exceeded such 120% threshold); and
    - g. Non-cash compensation for employees, to the extent such non-cash compensation does not exceed 10% of the total compensation paid in such calendar year.
  4. Allocating labor and other costs and expenses will be determined by percentages based on timestudy results. Quarterly questionnaires will be completed by all employees and will require all employees to accurately designate time spent on various categories, including but not limited to development, construction, operating projects owned by PEG Inc. or general corporate matters.
  5. PEG 1 and PEG 2 will allocate costs and expenses to PEG Inc. by:
    - a. Determining its total costs and expenses as listed above.
    - b. Determine the allocation percentage from quarterly timestudy questionnaire results. In general, percent classifications to operating projects owned by PEG Inc. will be used to allocate costs from PEG 1 or PEG 2, as applicable, to PEG Inc.
    - c. Allocated costs and expenses will be equal to total costs and expenses multiplied by the allocation percentage.
  6. PEG Inc. and PEG 2 will allocate costs and expenses to PEG 1 by:
    - a. Determining its total costs and expenses as listed above.
- 

Exhibit A

- b. Determine allocation percentage from quarterly timestudy questionnaire results. In general, percent classifications to operating projects owned by PEG Inc. will be attributed to PEG Inc. The remaining percentage will be used to allocate costs from PEG Inc. and PEG 2 to PEG 1.
- c. Allocated costs and expenses will be equal to total costs multiplied by the allocation percentage.

Exhibit A

**AMENDED AND RESTATED**  
**NONCOMPETITION AGREEMENT**  
**BY AND AMONG**  
**PATTERN ENERGY GROUP LP,**  
**PATTERN ENERGY GROUP INC., AND**  
**PATTERN ENERGY GROUP 2 LP**  
**Dated as of December 8, 2016**

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## AMENDED AND RESTATED NONCOMPETITION AGREEMENT

THIS AMENDED AND RESTATED NONCOMPETITION AGREEMENT is entered into on, and effective as of December 8, 2016, by and between Pattern Energy Group LP, a Delaware limited partnership ("PEG LP"), Pattern Energy Group Inc., a Delaware corporation ("PEG Inc."), and Pattern Energy Group 2 LP, a Delaware limited partnership ("PEG 2").

### RECITALS:

A. PEG LP and PEG Inc. entered into a Non-Competition Agreement, dated as of October 2, 2013 (the "Initial Agreement") to evidence their understanding, as more fully set forth in Article II, with respect to (a) certain Project Opportunities (as defined herein) that the PEG LP Entities (as defined herein) will not pursue during the term of this Agreement and (b) the procedures whereby such Project Opportunities are to be offered to and may be pursued by PEG Inc.

B. The Parties desire to amend and restate the Initial Agreement to add PEG 2 as a party hereto.

In consideration of the premises and the covenants, conditions, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend and restate the Initial Agreement in its entirety and further agree as follows:

### ARTICLE I

#### DEFINITIONS

Section 1.1 *Definitions*. As used in this Agreement, the following terms shall have the respective meanings set forth below:

"Agreement" means this Amended and Restated NonCompetition Agreement, as it may be amended, modified, or supplemented from time to time in accordance with Section 3.7 hereof.

"Applicable Law" means any applicable constitutional provision, statute, act, code, law, regulation, rule, ordinance, Order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter, of a Governmental Authority having valid jurisdiction.

"Business Day" means a day other than a Saturday, Sunday or any other day on which commercial banks in Toronto, Ontario or New York, NY are authorized or required by Applicable Law to close. Any event the scheduled occurrence of which would fall on a day that is not a Business Day shall be deferred until the next succeeding Business Day.

"Control" or "controlled" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Equity Interests" means all shares, capital stock, partnership or limited liability company interests, units, participations, distribution rights, joint venture interest or similar equity interests issued by any Person, however designated.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Governmental Authority" means:

(i) any government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);

(ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government;

(iii) any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasijudicial, administrative or similar functions; and

(iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange or professional association.

“Order” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“Parties” means the parties to this Agreement and their successors and permitted assigns.

“PEG 2” is defined in the introduction to this Agreement.

“PEG 2 Entities” means PEG 2 and any Person Controlled by PEG 2, other than the PEG Inc. Entities.

“PEG Inc.” is defined in the introduction to this Agreement.

“PEG Inc. Entities” means PEG Inc. and any Person Controlled by PEG Inc.

“PEG LP” is defined in the introduction to this Agreement.

“PEG LP Entities” means PEG LP and any Person Controlled by PEG LP, other than the PEG Inc. Entities.

“Person” means an individual, corporation, partnership, joint venture, trust, limited liability company, unlimited liability company, unincorporated organization or any other entity.

“Project” means any power generation or transmission facility or project, in any stage, including in development, construction or commercial operation.

“Project Acquisition” has the meaning given such term in Section 2.1.

“Project Opportunity” has the meaning given such term in Section 2.2.

“Project Opportunity Notice” has the meaning given such term in Section 2.2.

“Project Release” has the meaning given such term in Section 2.2.

“Project Stand Down Order” has the meaning given such term in Section 2.2.

“PEG 2 Purchase Rights Agreement” means that certain Purchase Rights Agreement, entered into on, and effective as of the date hereof, among PEG LP, PEG Inc., and, solely with respect to Article III thereof, Pattern Energy Group Holdings 2 LP, a Delaware limited partnership, and Pattern Energy Group Holdings 2 GP LLC, a Delaware limited liability company.

“PEG LP Purchase Rights Agreement” means that certain Purchase Rights Agreement, entered into on, and effective as of October 2, 2013, among PEG LP, PEG Inc., and, solely with respect to Article IV thereof, Pattern Energy Group Holdings LP, a Delaware limited partnership, and Pattern Energy GP LLC, a Delaware limited liability company.



## ARTICLE II

### PROJECT ACQUISITION OPPORTUNITIES

Section 2.1 *Restricted Project Acquisitions*. Subject to Section 3.5 and except as permitted by Section 2.4, (a) PEG LP shall not, and shall cause each of the PEG LP Entities not to, and (b) PEG 2 shall not, and shall cause each of the PEG 2 Entities not to, directly or indirectly acquire from any Person (other than a whollyowned subsidiary of PEG LP) any ownership, equity or similar interest in any Project, whether by purchase, merger, acquisition of assets or rights or Equity Interests or otherwise (a "Project Acquisition") other than in accordance with Section 2.2.

Section 2.2 *Project Opportunities*. If any PEG LP Entity or PEG 2 Entity becomes aware of any opportunity for a Project Acquisition that any PEG LP Entity or PEG 2 Entity, as applicable, wishes to pursue (a "Project Opportunity"), PEG LP or PEG 2, as applicable, shall provide written notice to PEG Inc. of such Project Opportunity within a commercially reasonable amount of time, including any details and information (including diligence information) reasonably available to any PEG LP Entity or PEG 2 Entity, as applicable, with respect to such Project Opportunity (a "Project Opportunity Notice"). PEG Inc. will have the right, exercisable within five (5) calendar days of receipt of the Project Opportunity Notice, to notify PEG LP or PEG 2, as applicable, in writing that PEG Inc. desires to pursue all or part of the subject Project Opportunity (a "Project Stand Down Order"); provided, that such notice shall not constitute an obligation to acquire such Project Opportunity. In the event that a Project Stand Down Order is delivered, PEG LP or PEG 2, as applicable, shall not, and shall cause each PEG LP Entity or PEG 2 Entity, as applicable, not to, pursue such Project Opportunity other than through a PEG Inc. Entity (or with a PEG Inc. Entity at PEG Inc.'s sole discretion) and PEG LP or PEG 2, as applicable, shall use commercially reasonable efforts to facilitate the pursuit of such Project Opportunity by such PEG Inc. Entity. After delivery of a Project Stand Down Order, if PEG Inc. determines in good faith that it will not pursue a Project Opportunity, as promptly as practical after such determination PEG Inc. will deliver notice to PEG LP or PEG 2, as applicable, that it will not pursue such Project Opportunity (a "Project Release"). In the event that (a) PEG Inc. does not deliver a Project Stand Down Order within five (5) calendar days of receipt of a Project Opportunity Notice or (b) PEG LP or PEG 2, as applicable, receives a Project Release, then the PEG LP Entities or PEG 2 Entities, as applicable, shall not be restricted from pursuing such Project Opportunity independent of PEG Inc. and any PEG Inc. Entity.

Section 2.3 *Collaboration*. PEG Inc. may elect at its discretion to collaborate with PEG LP or PEG 2, as applicable, to jointly pursue a Project Opportunity by stating in its Project Stand Down Order that PEG Inc. desires to jointly pursue the subject Project Opportunity with PEG LP or PEG 2, as applicable.

Section 2.4 *Permitted Exceptions*. Notwithstanding any provision of Section 2.1 and Section 2.2 to the contrary, the restrictions in Section 2.1 and Section 2.2 shall not apply to any PEG LP Entity or any PEG 2 Entity developing or expanding an existing Project then owned by such PEG LP Entity or PEG 2 Entity, as applicable; provided, that any such Project shall be subject to the terms of the PEG LP Purchase Rights Agreement or PEG 2 Purchase Rights Agreement, as applicable, for so long as such PEG LP Purchase Rights Agreement or PEG 2 Purchase Rights Agreement, as applicable, remains in effect.

## ARTICLE III

### MISCELLANEOUS

Section 3.1 *Choice of Law; Submission to Jurisdiction; Waiver of Jury Trial*. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York, excluding any conflict-of-laws rule or principle that might refer the governance or the construction of this Agreement to the law of another jurisdiction irrespective of the choice of laws principles. Subject to Section 3.2, each Party hereby irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in New York, New York in connection with any claim, suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or any dealings between the Parties relating to the subject matter of this Agreement and the relationship that is being established. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY

CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE RELATIONSHIP THAT IS BEING ESTABLISHED.

Section 3.2 *Enforcement*. Each Party agrees and acknowledges that the other Parties do not have an adequate remedy at law for the breach by any such Party of its covenants and agreements set forth in this Agreement, and that any breach by any such Party of its covenants and agreements set forth in this Agreement would result in irreparable injury to such other Party. Each Party shall be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including costs of enforcement) and to exercise any and all other rights existing in its favor. The Parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that each Party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for, and shall be entitled to specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation or threatened violation of the provisions of this Agreement.

Section 3.3 *Notice*. All notices, requests or consents provided for or permitted to be given pursuant to this Agreement must be in writing and must be given by depositing the same in the mail, addressed to the Person to be notified, postpaid, and registered or certified with return receipt requested or by delivering such notice in person or by private courier, prepaid, or by telecopier to such party. Notice given by personal delivery or mail shall be effective upon actual receipt. Courier notices shall be deemed delivered on the date the courier represents that delivery will occur. Notice given by telecopier shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next Business Day after receipt if not received during the recipient's normal business hours. All notices to be sent to a Party pursuant to this Agreement shall be sent to or made at the address set forth below such Party's signature to this Agreement, or at such other address as such Party may stipulate to the other Parties in the manner provided in this [Section 3.3](#).

Section 3.4 *Entire Agreement*. This Agreement constitutes the entire agreement of the Parties relating to the matters contained herein, superseding all prior contracts or agreements, whether oral or written, relating to the matters contained herein.

Section 3.5 *Termination*. Upon the termination of all of PEG Inc.'s purchase rights set forth in (a) Article II, III and IV of the PEG LP Purchase Rights Agreement and (b) Articles II and III of the PEG 2 Purchase Rights Agreement, this Agreement shall automatically terminate immediately.

Section 3.6 *Waiver; Effect of Waiver or Consent*. Any Party hereto may (a) extend the time for the performance of any obligation or other act of any other Party hereto or (b) waive compliance with any agreement or condition of any other Party contained herein. Except as otherwise specifically provided herein, any such extension or waiver shall be valid only if set forth in a written instrument duly executed by the party or parties to be bound thereby. No waiver or consent, express or implied, by any Party of or to any breach or default by any Person in the performance by such Person of its obligations hereunder shall be deemed or construed to be a waiver or consent of or to any other breach or default in the performance by such Person of the same or any other obligations of such Person hereunder. Failure on the part of a Party to complain of any act of any Person or to declare any Person in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder until the applicable statute of limitations period has run.

Section 3.7 *Amendment or Modification*. This Agreement may be amended or modified from time to time only by the written agreement of all the Parties hereto.

Section 3.8 *Assignment*. No Party shall have the right to assign its rights or obligations under this Agreement without the consent of the other Parties hereto; provided, that subject to the foregoing, this Agreement shall be binding on the Parties and their respective successors and assigns.

Section 3.9 *Counterparts*. This Agreement may be executed 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 and shall

constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 3.10 *Severability*. If any provision of this Agreement or the application thereof to any Person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 3.11 *Rules of Construction*. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires, (b) references to the terms Article, Section, paragraph, and Schedule are references to the Articles, Sections, paragraphs, and Schedules to this Agreement unless otherwise specified, (c) the word “including” and words of similar import shall mean “including, without limitation,” (d) provisions shall apply, when appropriate, to successive events and transactions, (e) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement and (f) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

Section 3.12 *Further Assurances*. In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all such transactions.

Section 3.13 *Laws and Regulations*. Notwithstanding any provision of this Agreement to the contrary, no party to this Agreement shall be required to take any act, or fail to take any act, under this Agreement if the effect thereof would be to cause such party to be in violation of any Applicable Law.

Section 3.14 *No Third Party Beneficiaries*. The provisions of this Agreement are enforceable solely by the Parties to this Agreement, and no other Person, including any limited partner, member or equity holder of PEG LP, PEG 2 or PEG Inc., shall have the right, separate and apart from PEG LP, PEG 2 and PEG Inc., as applicable, to enforce any provision of this Agreement or to compel any Party to this Agreement to comply with the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on, and effective as of, the Closing Date.

**PATTERN ENERGY GROUP LP**

By: /s/ Dyann Blaine

Name: Dyann Blaine

Title: Vice President

**PATTERN ENERGY GROUP INC.**

By: /s/ Daniel Elkort

Name: Daniel Elkort

Title: Vice President

**PATTERN ENERGY GROUP 2 LP**

By: /s/ Dyann Blaine

Name: Dyann Blaine



Title: Vice President

## Service Mark License Agreement

**THIS SERVICE MARK LICENSE AGREEMENT** (“Service Mark License Agreement”) is made effective this 8th day of December 2016 by and between Pattern Energy Group Inc., a Delaware corporation having its principal place of business at Pier 1, Bay 3, San Francisco, CA 94111 (hereinafter “Licensor”) and Pattern Energy Group 2 LP, a Delaware limited partnership having a place of business at Pier 1, Bay 3, San Francisco, CA 94111 (hereinafter “Licensee”).



**WHEREAS** Licensor owns the service marks PATTERN, PATTERN ENERGY, PATTERN ENERGY GROUP, PATTERN & design (

), design ( ) , PATTERN DEVELOPMENT, PATTERN DEVELOPMENT and design ( ) , PATTERN RENEWABLES, PEG LP and PATTERN RENEWABLES DEVELOPMENT, all for use in connection with energy, energy finance, and energy brokerage services, including but not limited to those services that are identified with particularity in the attached Schedule of Marks at Appendix A (the “Marks,” each, a “Mark”);

**WHEREAS** Licensor owns certain service mark registrations and pending applications for service mark registration in the United States, Canada, and Chile, which service mark registrations and pending applications are identified more particularly in the Schedule of Marks at Appendix A hereto (the “Registrations” and the “Applications”);

**WHEREAS** Licensee desires to utilize certain of the Marks in connection with the offering, sale, and rendering of energy development services, including but not limited to those energy development services that are identified with greater particularity in the Schedule of Marks (the “Licensed Services”);

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein and for other good and valuable consideration, the parties agree as follows:

### Article 1: Grant of License

1.1 Upon the terms and conditions set forth herein, Licensor hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive license to utilize the Marks in connection with the offering, sale and rendering of the Licensed Services (“License”).

### Article 2. Territory, Term, Consideration

- 2.1 **Territory.** The License granted herein shall extend throughout the world (the “Territory”).
- 2.2 **Term.** The License shall be effective as of the date set forth in the first line of this Service Mark License Agreement From Licensor to Licensee and shall continue in perpetuity, unless sooner terminated in accordance with Article 9 (“Term”). If a different effective date is set forth in each counterpart of this Service Mark License Agreement From Licensor to Licensee, or if no date is set forth in either counterpart, then the Term shall commence as of the execution date of the last-executed counterpart of this Service Mark License Agreement From Licensor to Licensee.
- 2.3 **Consideration.** The License is provided to Licensee on a royalty-free basis, and the parties expressly agree that Licensee’s commitment to use the Marks, thereby enhancing their strength and reach, shall constitute good and sufficient consideration for the rights granted hereunder.

### Article 3: Manner of Use of Mark

- 3.1 **Presentation of Marks.** Licensee agrees to comply with any reasonable requirements established by Licensor concerning the style, design, display, and use of the Marks.
- 3.2 **Registration Symbol.** Within sixty (60) days following receipt of Notice that a Mark has been registered in a particular jurisdiction, Licensee shall cause the superscripted ® symbol to appear immediately to the right of said Mark in all advertising and promotional matter circulated within the jurisdiction in which the Mark is registered.

- 3.3 **Legal Notice, United States.** If Licensee uses one of more of the Marks in advertising or promotional material to be circulated in the United States, and if Licensee incorporates into such advertising or promotional matter a legal notice concerning service mark ownership, such notice shall state the current registration and ownership status of the Marks in the United States, along with the fact that the Marks are used under license. Notice may take the following form, as appropriate: , PATTERN & design ( ), PATTERN DEVELOPMENT, PATTERN DEVELOPMENT & design ( ), PATTERN RENEWABLES, PATTERN RENEWABLES DEVELOPMENT, and PEG LP, are service marks and PATTERN, PATTERN ENERGY, and PATTERN ENERGY GROUP are federally-registered service marks of Pattern Energy Group Inc. Used under license.
- 3.4 **Legal Notice, Canada.** If Licensee uses one of more of the Marks in advertising or promotional material to be circulated in Canada, and if Licensee incorporates into such advertising or promotional matter a legal notice concerning service mark ownership, such notice shall state the current registration and ownership status of the Marks in Canada, along with the fact that the Marks are used under license. Notice may take the following form, as appropriate: , PATTERN & design ( ), PATTERN DEVELOPMENT, PATTERN DEVELOPMENT & design ( ), PATTERN RENEWABLES, PATTERN RENEWABLES DEVELOPMENT, PEG LP, PATTERN, PATTERN ENERGY, and PATTERN ENERGY GROUP are service marks of Pattern Energy Group LP. Used under license./, PATTERN & design ( ), PATTERN DEVELOPMENT, PATTERN DEVELOPMENT & design ( ), PATTERN RENEWABLES, PATTERN RENEWABLES DEVELOPMENT, PEG LP, PATTERN, PATTERN ENERGY, et PATTERN ENERGY GROUP sont des marques de Pattern Energy Group Inc. Utilisée sous licence.
- 3.5 **Legal Notice, Chile.** If Licensee uses one of more of the Marks in advertising or promotional material to be circulated in Chile, and if Licensee incorporates into such advertising or promotional matter a legal notice concerning service mark ownership, such notice shall state, with respect to each Mark for which a Chilean Registration has been issued or applied for, the current registration and ownership status of the Mark in Chile, along with the fact that the Marks are used under license. Notice may take the following form, as appropriate: PATTERN e PATTERN ENERGY son marcas registradas. PATTERN ENERGY GROUP es una marca comercial. El uso de de la marcas está autorizado por su titular Pattern Energy Group Inc.

#### Article 4: Quality Control

- 4.1 **Nature and Quality of Services.** Licensee shall use the Marks only in connection with the Licensed Services. Licensee shall be responsible for all costs associated with marketing, offering, sale, and rendering the Licensed Services and agrees that all Licensed Services offered under one or more of the Marks shall be of a quality that is equal to or greater than that of the services that Licensor has historically provided under Marks.
- 4.2 **Compliance with Applicable Laws.** Licensee shall comply with all laws and regulations, including but not limited to federal, state, and local laws and regulations relating to consumer and environmental protection and safety, that are applicable to Licensee's marketing, offering, sale, or rendering of the Licensed Services.
- 4.3 **Responsibility for Vendors.** If Licensee's marketing, offering, sale, or rendering of the Licensed Services is supported by a vendor, contractor, co-venturer, broker, or other agent, Licensee shall cause such vendor, contractor, broker or other agent to comply with all pertinent obligations of Licensee pursuant to this Service Mark License Agreement From Licensor to Licensee. Licensee shall be responsible for any breach of its obligations hereunder, even if the breach was wholly or partly committed or caused by Licensee's vendor, contractor, co-venturer, broker or other agent.

- 4.4 **Specimens of Use.** In order that Licensor may ensure compliance with this Service Mark License Agreement From Licensor to Licensee, Licensee shall make available to Licensor, within ninety (90) days before or after each anniversary of the effective date of this Service Mark License Agreement From Licensor to Licensee, at least one sample of advertising or promotional material showing each of the Marks as used in connection with the Licensed Services, and/or any other documents sufficient to permit Licensor to determine whether the Licensed Services meet the standards, specifications, and directions approved by Licensor. Licensee shall be in compliance with its duty to make samples and documents available to Licensee if Licensor has the right and ability to review such samples and documents on its own initiative using publicly-available sources or as a result of its ongoing business relationship with Licensee. No failure by Licensee to make samples and documents available to Licensor shall constitute a breach of this Service Mark License Agreement From Licensor to Licensee unless such failure continues for ninety days following Licensee's receipt of Licensor's written demand for compliance.
- 4.5 **Inspection of Premises.** Upon written request of Licensor, at mutually convenient times, and at Licensor's sole expense, Licensor or its duly authorized representative shall be entitled to enter onto Licensee's places of business to test or inspect the nature and quality of the services being offered, sold, or rendered by Licensee under the Marks.

#### Article 5: Rights In and Protection of Marks

- 5.1 **Licensor's Warranty Regarding Third Party Claims.** Licensor warrants that it has no knowledge of any unresolved third party claim of prior use of a mark that is confusingly similar to one or more of the Marks.
- 5.2 **Licensor's Ownership of Marks.** As between Licensor and Licensee, ownership of the Marks and all goodwill to which the marks are appurtenant shall remain vested in Licensor during and beyond the Term, unless such ownership and goodwill is assigned in writing by Licensor to Licensee. Licensee agrees never to contest the validity of Licensor's ownership of the Marks, Registrations, or Applications.
- 5.3 **Licensee's Duty to Assist.** Licensee agrees to assist Licensor as needed in protecting and enforcing the Marks, including, without limitation, by assisting in prosecution of the Applications and maintenance of the Registrations.
- 5.4 **Enforcement of Marks.** Licensee shall promptly notify Licensor in writing of any potential infringements of or injuries to the Marks, Registrations, or Applications which may come to Licensee's attention. Licensee shall not institute any claims or suits or take any other action on account of infringement of or injury to Licensor's Marks, Registrations, or Applications without first obtaining the written consent of the Licensor. Licensor may commence or prosecute, in its own name or in the name of Licensee, at Licensor's sole expense, any claims or suits relating to infringement of or injury to the Marks.
- 5.5 **Defense of Infringement Claims.** If Licensee is named as defendant in any third-party action for trademark infringement or unfair competition arising out of Licensee's use of the Marks, Licensee shall provide Licensor with immediate written notice of such fact, and Licensor shall have the right, but not the obligation, to intervene in any such action and to control and direct all or part of the defense thereof, at Licensor's sole expense.

#### Article 6: Indemnification and Insurance

- 6.1 **Indemnification of Licensee.** Licensor agrees that Licensee shall have no liability, and Licensor shall indemnify, defend and hold Licensee harmless against any and all damages, liabilities, reasonable attorneys' fees and/or costs incurred by Licensee as a result of any breach or defect in the warranty set forth in Article 5.1. The provisions of this Article 6.1 shall constitute Licensee's sole remedy against Licensor in the event of any actual or threatened third party claims of trademark infringement or unfair competition which arise from Licensee's use of the Marks pursuant to this Service Mark License Agreement From Licensor to Licensee. Except as specifically provided in Articles 5.1, and 6.1, the Marks and the License are provided to Licensee as is, without warranty of any kind, express or implied.
- 6.2 **Limitation on Licensor's Liability.** Except as specifically set forth in Articles 5.4, 5.5, and 6.1, Licensor assumes no liability to Licensee or any third party with respect to the business of Licensee; the quality, performance or characteristics of any services offered, sold, or rendered by Licensee; and/or Licensee's promotion, advertising, offering, or sale of services under one or more of the Marks. Licensee agrees that Licensor shall have no such liability, and Licensee hereby agrees to indemnify, defend and hold Licensor harmless against any and all damages, liabilities, attorneys' fees or costs reasonably incurred by Licensor in defending any actual or threatened third party claims arising from the business of Licensee; the quality, performance or characteristics of any services offered,

sold, or rendered by Licensee; and/or Licensee's promotion, advertising, offering, or sale of services under one or more of the Marks. Licensor may, through counsel of its own choosing, defend or appear in connection with any such third party claims.

- 6.3 **Limitation on Licensee's Liability.** Licensee assumes no liability to Licensor or any third party with respect to the respect to the business of Licensor; the quality, performance or characteristics of any services offered, sold, or rendered by Licensor; and/or Licensor's promotion, advertising, offering, or sale of services under one or more of the Marks. Licensor agrees that Licensee shall have no such liability, and Licensor hereby agrees to indemnify, defend, and hold Licensee harmless against any and all damages, liabilities, attorneys' fees or costs reasonably incurred by Licensee in defending any actual or threatened third party claims arising from the business of Licensor; the quality, performance or characteristics of any services offered, sold, or rendered by Licensor; and/or Licensor's promotion, advertising, offering, or sale of services under one or more of the Marks. Licensee may, through counsel of its own choosing, defend or appear in connection with any such third party claims.

#### **Article 7: Relationship of Parties**

- 7.1 **No agency.** Nothing in this Service Mark License Agreement From Licensor to Licensee shall be construed as creating an agency relationship, joint venture, or partnership between the parties or as waiving any limitations on liability to which the parties are entitled by virtue of their distinct legal forms and operations. Except as expressly provided herein, neither Licensor nor Licensee shall be responsible for any debts or obligations of the other by virtue of this Service Mark License Agreement From Licensor to Licensee or rights granted hereunder.
- 7.2 **Survival of License.** Unless terminated in accordance with Article 9, the License granted herein shall survive any sale or disposition by Licensor of any ownership interest it has or may acquire in Licensee;

#### **Article 8: Transferability**

- 8.1 **Transferability by Licensee.** Licensee shall not assign or sublicense this Service Mark License Agreement From Licensor to Licensee or any rights or obligations hereunder, whether for the benefit of creditors or otherwise, without the prior written consent of Licensor.
- 8.2 **Transferability by Licensor.** In accordance with the non-exclusive nature of the License, Licensor may assign, license, encumber, or otherwise permit use of the Marks by any person at its sole discretion and without consent of or notice to Licensee.

#### **Article 9: Termination of License**

- 9.1 **Automatic Termination and Reversion.** The License shall terminate automatically and all rights granted to Licensee hereunder shall immediately revert to Licensor upon occurrence of any of the following events: (a) Licensee is fully merged or consolidated into Licensor; (b) Licensee ceases all use of all the Marks throughout the Territory, without an intention to resume use of at least one of the Marks somewhere in the Territory, either directly or through a successor or assign approved by Licensor pursuant to Article 8.1; (c) a court of competent jurisdiction in the United States issues a final judgment or order declaring Licensee to be in voluntary bankruptcy, provided that any periods in which such judgment or order remains subject to or under appeal have elapsed. Licensee and/or its successor(s) or assign(s) shall execute any further evidence of such termination and reversion as may be reasonably requested by Licensor and/or its successor(s) or assign(s). Licensee shall cease all use of the Marks immediately upon termination and reversion pursuant to this Article 9.1.
- 9.2 **Automatic Termination and Transfer.** The License shall terminate automatically and all Licensor's rights in the Marks, Registrations, and Applications shall be immediately transferred and assigned to Licensee, and are hereby transferred and assigned to Licensor, effective upon occurrence of any of the following events: (a) Licensor is fully merged into Licensee; (b) Licensor ceases all use of all the Marks throughout the Territory, without intention to resume use of at least one of the Marks somewhere in the Territory either directory or through a successor in interest; (c) A court of competent jurisdiction in the United States issues a final judgment or order declaring Licensor to be in voluntary bankruptcy, provided that any periods in which such judgment or order remain subject to or under appeal have elapsed. Licensor and/or its successor(s) or assign(s) shall execute any further evidence of such termination and assignment as may be reasonably requested by Licensee and/or its successor(s) or assign(s).



- 9.3 **Termination for Breach.** Licensor may terminate the License at any time if Licensee commits any material breach of any provision of this Service Mark License Agreement From Licensor to Licensee and fails to remedy such breach to the satisfaction of Licensor within thirty (30) days following the date on which Licensor gives Licensee Notice of said breach. Licensee shall execute any further evidence of termination as may be reasonably requested by Licensor and shall cease all use of the Marks immediately upon termination under this Article 9.3.

#### Article 10: Notices

- 10.1 **Manner of Notice.** All notices, requests, demands, claims and other communications hereunder (“Notices,” each a “Notice”) shall be given or made in writing at the respective addresses of the parties as set forth below.
- 10.2 **Timing of Notice.** Any Notice shall be deemed duly given: (a) if personally delivered, when so delivered; (b) if mailed via U.S. mail, five (5) business days after having been sent by first class mail, postage prepaid, to the intended recipient as set forth below; (c) if sent through a nationally-recognized overnight delivery service that guarantees next day delivery, one business day following delivery to such service in time for next day delivery to the intended recipient; (d) if given by facsimile machine, immediately upon transmission to the facsimile machine number of the intended recipient; *provided that:* (i) Notice is transmitted to the copy recipient identified below contemporaneously with the transmission of Notice to the party recipient; (ii) the sender’s facsimile machine generates a transmission report showing successful delivery to the party recipient and the copy recipient; and (iii) copies of the Notice are promptly thereafter mailed or sent in accordance with Parts b or c of this Article 10.2, and (iv) if Notice is transmitted after 5:00 p.m. at the location of the receiving facsimile machine or computer, or is transmitted on a day other than a business day, Notice shall be deemed given at 9:00 a.m. on the next business day at the location of the receiving facsimile machine.

10.3 **Notice Recipients.** All Notices shall be given to the persons and at the addresses listed below unless notification of a change is given in writing.

**To Licensor:**

Pattern Energy Group Inc.  
Pier 1, Bay 3  
San Francisco, CA 94111  
Attn: General Counsel  
Phone: (415)283-4000  
Facsimile: (415)362-7900

**To Licensee:**

Pattern Energy Group 2 LP  
Pier 1, Bay 3  
San Francisco, CA 94111  
Attn: General Counsel  
Phone: (415)283-4000  
Facsimile: (415)362-7900

**Article 11: Miscellaneous**

- 11.1 **Severability.** If any provision of this Service Mark License Agreement From Licensor to Licensee is determined to be invalid, such invalidity shall not impair the operation of other provisions of this Service Mark License Agreement From Licensor to Licensee, unless the invalid provision is a material part of the parties' bargain, such that enforcement of the Service Mark License Agreement From Licensor to Licensee in the absence of such provision would be unjust. Where possible, an invalid provision shall be modified to cure the invalidity while giving effect to the original intent of the provision.
- 11.2 **Modification.** This Service Mark License Agreement From Licensor to Licensee may be modified or amended only by a writing executed by the parties.
- 11.3 **Waiver.** Any term or condition of this Service Mark License Agreement From Licensor to Licensee may be waived in writing at any time by the party that is entitled to the benefit of the term or condition. A waiver on one occasion shall not be deemed a waiver of the same or any other provision on a future occasion.
- 11.4 **Choice of Law and Forum.** This Service Mark License Agreement From Licensor to Licensee shall be interpreted under the laws of the state of California. Any dispute arising out of or under this Service Mark License Agreement From Licensor to Licensee or related to any matter which is the subject of this Service Mark License Agreement From Licensor to Licensee shall be subject to the exclusive jurisdiction of the state and/or federal courts located in the state of California.
- 11.5 **Entire Agreement.** This Service Mark License Agreement From Licensor to Licensee contains the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Service Mark License Agreement From Licensor to Licensee shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns.

IN WITNESS WHEREOF, the parties execute this Service Mark License Agreement From Licensor to Licensee by their duly authorized representatives on the date set forth above.

**Licensor:**

Pattem Energy Group, Inc.

By: /s/ Daniel Elkort

Name: Daniel Elkort

Title: Executive Vice President

Dated: December 8, 2016

**Licensee:**

Pattem Energy Group 2 LP

By: /s/ Dyann Blaine

Name: Dyann Blaine

Title: Vice President

Dated: December 8, 2016

Appendix A – Schedule of Marks

**SCHEDULE OF MARKS**

**I. United States Marks**



**Mark:**

Application	No	None
Filed		N/A
Registration No.		N/A
Services / Class:		

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates in International Class 36;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy in International Class 39;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production in International Class 40;



**Mark:**

Application No.	None
Filed	N/A
Registration No.	N/A
Services / Class:	

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;



**Mark:**

Application No.	None
Filed	N/A
Registration No.	N/A
Services / Class:	

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PEG LP

Application No.	None
Filed	N/A
Registration No.	N/A
Services / Class:	

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PEGI  
 Application No. None  
 Filed N/A  
 Registration No. N/A  
 Services / Class:

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PATTERN DEVELOPMENT  
 Application No. None  
 Filed N/A  
 Registration No. N/A  
 Services / Class:

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PATTERN ENERGY GROUP  
 Application No. None  
 Filed N/A  
 Registration No. N/A  
 Services / Class:

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PATTERN RENEWABLES  
 Application No. None  
 Filed N/A  
 Registration No. N/A  
 Services / Class:

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PATTERN RENEWABLES DEVELOPMENT

Application No. None  
 Filed N/A  
 Registration No. N/A  
 Services / Class:

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PATTERN

Application No. 77/748,248  
 Filed May 29, 2009  
 Registration No. 4,006,655  
 Services / Class:

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates in International Class 36;

**Mark:** PATTERN

Application No. 77/748,256  
 Filed May 29, 2009  
 Registration No. 4,006,656  
 Services / Class:

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy in International Class 39;



**Mark: PATTERN**

Application No. 77/748,262  
 Filed May 29, 2009  
 Registration No. 4,006,657  
 Services / Class:

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production in International Class 40;

**Mark: PATTERN ENERGY**

Application No. 77/748,252  
 Filed May 29, 2009  
 Registration No. 4,012,899  
 Services / Class:

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates in International Class 36;

**Mark: PATTERN ENERGY**

Application No. 77/748,259  
 Filed May 29, 2009  
 Registration No. 4,016,341  
 Services / Class:

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy in International Class 39;

**Mark: PATTERN ENERGY**

Application No. 77/748,263  
 Filed May 29, 2009  
 Registration No. 4,012,900  
 Services / Class:

Production of energy; providing information in the field of energy production in International Class 40;

Development of environmentally-preferable energy sources, systems, and products; providing information in the field of developing environmentally preferable energy sources, systems, and products in International Class 42.

**II. Canadian Marks**



**Mark:**

Application No.	None
Filed	N/A
Registration No.	N/A
Services / Class:	

Development of environmentally-preferable sources and systems for the production of electrical energy; development of environmentally-preferable electrical energy projects; production of electrical energy; leasing of facilities, equipment, and networks for the production of electrical energy; providing information in the field of developing environmentally-preferable energy sources, systems, and products; providing information in the field of energy production; providing information in the field of leasing facilities, equipment, and networks for the production of energy;

Transmission of energy via electrical lines; collecting, storing, and discharging raw materials for the production of electrical energy; providing information in the field of transmission of environmentally-preferable energy; providing information in the field of collecting, transporting, storing, and discharging raw materials for the production of energy;

Energy brokerage services, namely buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; land acquisition and development services in the field of energy; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates; providing information about land acquisition and development in the field of energy;



**Mark:**

Application No.	None
Filed	N/A
Registration No.	N/A
Services / Class:	

Development of environmentally-preferable sources and systems for the production of electrical energy; development of environmentally-preferable electrical energy projects; production of electrical energy; leasing of facilities, equipment, and networks for the production of electrical energy; providing information in the field of developing environmentally-preferable energy sources, systems, and products; providing information in the field of energy production; providing information in the field of leasing facilities, equipment, and networks for the production of energy;

Transmission of energy via electrical lines; collecting, storing, and discharging raw materials for the production of electrical energy; providing information in the field of transmission of environmentally-preferable energy; providing information in the field of collecting, transporting, storing, and discharging raw materials for the production of energy;

Energy brokerage services, namely buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; land acquisition and development services in the field of energy; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates; providing information about land acquisition and development in the field of energy;



**Mark:**

Application No.	None
Filed	N/A
Registration No.	N/A
Services / Class:	

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PEG LP

Application No.	None
Filed	N/A
Registration No.	N/A
Services / Class:	

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in

the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PEGI

Application No.	None
Filed	N/A
Registration No.	N/A

Services / Class:

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PATTERN DEVELOPMENT

Application No.	None
Filed	N/A
Registration No.	N/A

Services / Class:

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PATTERN RENEWABLES

Application No.	None
Filed	N/A
Registration No.	N/A
Services / Class:	

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** PATTERN RENEWABLES DEVELOPMENT

Application No.	None
Filed	N/A
Registration No.	N/A
Services / Class:	

Investment management services; investment banking services; venture capital services; financial advisory services; energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of investment management, investment banking, venture capital services, and financial advisory services; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates;

Transmission of electricity across power lines; providing information in the field of transmission of environmentally-preferable energy;

Development of environmentally-preferable energy sources and systems; production of energy; providing information in the field of developing environmentally-preferable energy sources and systems; providing information in the field of energy production;

**Mark:** **PATTERN**  
 Application No. 1,460,235  
 Filed November 24,2009  
 Registration No. pending as of 09/13/2013  
 Registration Date. pending as of 09/13/2013  
 Services / Class:

Development of environmentally-preferable sources and systems for the production of electrical energy; development of environmentally-preferable electrical energy projects; production of electrical energy; leasing of facilities, equipment, and networks for the production of electrical energy; providing information in the field of developing environmentally-preferable energy sources, systems, and products; providing information in the field of energy production; providing information in the field of leasing facilities, equipment, and networks for the production of energy

Transmission of energy via electrical lines; collecting, storing, and discharging raw materials for the production of electrical energy; providing information in the field of transmission of environmentally-preferable energy; providing information in the field of collecting, transporting, storing, and discharging raw materials for the production of energy

Energy brokerage services, namely buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; land acquisition and development services in the field of energy; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates; providing information about land acquisition and development in the field of energy

**Mark:** **PATTERN ENERGY**  
 Application No. 1,603,870  
 Filed November 26,2009  
 Registration No. pending as of 09/13/2013  
 Registration Date. pending as of 09/13/2013  
 Services / Class:

energy brokerage services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely, buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates

Transmission of energy via electrical lines; providing information in the field of transmission of environmentally-preferable energy

Development of environmentally-preferable sources and systems for the production of electrical energy; development of environmentally-preferable electrical energy projects; production of electrical energy; leasing of facilities, equipment, and networks for the production of electrical energy; providing information in the field of developing environmentally-preferable energy sources, systems, and products; providing information in the field of energy production; providing information in the field of leasing facilities, equipment, and networks for the production of energy; collecting, storing,

and discharging raw materials for the production of electrical energy; providing information in the field of collecting, transporting, storing, and discharging raw materials for the production of energy; land acquisition and development services in the field of energy; providing information about land acquisition and development in the field of energy

**Mark:** **PATTERN ENERGY GROUP**  
 Application No. 1,460,241  
 Filed November 24,2009  
 Registration No. pending as of 09/13/2013  
 Registration Date. pending as of 09/13/2013  
 Services/Class:

Development of environmentally-preferable sources and systems for the production of electrical energy; development of environmentally-preferable electrical energy projects; production of electrical energy; leasing of facilities, equipment, and networks for the production of electrical energy; providing information in the field of developing environmentally-preferable energy sources, systems, and products; providing information in the field of energy production; providing information in the field of leasing facilities, equipment, and networks for the production of energy

Transmission of energy via electrical lines; collecting, storing, and discharging raw materials for the production of electrical energy; providing information in the field of transmission of environmentally-preferable energy; providing information in the field of collecting, transporting, storing, and discharging raw materials for the production of energy

Energy brokerage services, namely buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; commodity exchange services, namely buying, selling, and trading energy, renewable energy certificates, carbon offset credits, and emission credits; land acquisition and development services in the field of energy; providing information in the field of energy brokerage services consisting of the purchase, sale, and trading of energy, renewable energy certificates, carbon offset credits, and emission credits; providing information in the field of commodity exchange services consisting of the purchase, sale and trading of energy and renewable energy certificates; providing information about land acquisition and development in the field of energy

**III. Chilean Marks**

**Mark:** **PATTERN**  
 Application No. 1001978  
 Filed April 9, 2012  
 Registration No. 1017107  
 Registration Date June 24, 2013  
 Services / Class:

Seguros; negocios financieros; negocios monetarios; negocios inmobiliarios de la Clase 36; transporte; embalaje y almacenaje de mercancías; organizacion de viajes de la Clase 39; tratamiento de materiales de la Clase 40 (insurance; financial affairs; monetary affairs; real estate affairs in International Class 36; transport, packaging and storage of goods, and travel arrangement in International Class 39; treatment of materials in International Class 040).

**Mark:** **PATTERN ENERGY**  
 Application No. 1001980  
 Filed April 9, 2012  
 Registration No. 107109  
 Registration Date June 24, 2013  
 Services / Class:

Seguros; negocios financieros; negocios monetarios; negocios inmobiliarios de la Clase 36; transporte; embalaje y almacenaje de mercancías; organizacion de viajes de la Clase 39 (insurance; financial affairs; monetary affairs; real estate affairs in International Class 36; transport, packaging and storage of goods, and travel arrangement in International Class 39).

**Mark:** **PATTERN ENERGY GROUP**  
 Application No. 1001982  
 Filed April 9, 2012  
 Registration No. pending as of 09/30/2013  
 Registration Date pending as of 09/30/2013  
 Services / Class:

Tratamiento de materiales de la Clase 40 (treatment of materials in International Class 40).



## Pattern Energy Updates Arrangements with Pattern Development to Facilitate Future Pattern Development Capital Raises

**SAN FRANCISCO, California, December 14, 2016** – Pattern Energy Group Inc. (NASDAQ: PEGI) (TSX: PEG) (“Pattern Energy”) today announced that it has entered into agreements with Pattern Energy Group 2 LP (“PEG LP 2.0”), a new entity affiliated with Pattern Energy Group LP (“PEG LP 1.0” and, collectively with PEG LP 2.0, “Pattern Development”), and amended certain existing agreements with PEG LP 1.0 to reflect the formation of PEG LP 2.0. These agreements are intended to retain the existing arrangements between Pattern Energy and PEG LP 1.0 and to add PEG LP 2.0 in a manner consistent with the existing arrangements.

PEG LP 2.0 was created to facilitate additional long-term capital raises by Pattern Development to support the substantial growth in the development pipeline. The core of PEG LP 2.0’s assets consist of the early and mid-stage U.S. development assets. PEG LP 2.0 also owns select late-stage development projects, including the Grady project. PEG LP 1.0 retains the remaining identified right of first offer (“ROFO”) projects, the share ownership in Pattern Energy and the international development businesses.

“These amendments retain all the core elements of the original agreements. We wanted to preserve all of Pattern Energy’s rights and opportunities and at the same time support Pattern Development’s ability to expand its development activities, which both increase and add new investment opportunities for Pattern Energy,” said Mike Garland, CEO of Pattern Energy. “Since our IPO, Pattern Development has continued to significantly increase its development opportunities and, consistent with this growth, its development funding requirements. The creation of PEG LP 2.0 will enable the funds that own Pattern Development to raise significant amounts of additional long-term development funding while preserving Pattern Energy’s rights. In addition, PEG LP 2.0 is structured to allow Pattern Energy to potentially invest in PEG LP 2.0 in the future.”

The core elements of Pattern Energy’s purchase rights and management services continue to apply unchanged with PEG LP 1.0, and now also apply to PEG LP 2.0. Specifically, Pattern Energy retains: the ROFO on all identified ROFO projects; the ROFO on any power project

PEG LP 1.0 or PEG LP 2.0 decide to sell; the ROFO on PEG LP 1.0 and on PEG LP 2.0, if their equity owners decide to sell any material portion; and the option for Pattern Energy to take on the employees of PEG LP 1.0. The option on the employees has been extended to December 31, 2017 from December 31, 2016. PEG LP 2.0 is not expected to have any employees.

At this time, there is no agreement for Pattern Energy to participate in a portion of the development business, and no assurances can be given that the transactions discussed herein will result in the raise of additional development capital, that Pattern Energy will participate in the development business, or (even if it does participate) that it would be successful.

The Conflicts Committee of the Board of Directors of Pattern Energy, which is comprised entirely of independent directors, reviewed and recommended entering into the new agreements with PEG LP 2.0 and the amendment of certain existing agreements with PEG LP 1.0, and it was approved by the Board.

### **About Pattern Energy**

Pattern Energy Group Inc. (Pattern Energy) is an independent power company listed on The NASDAQ Global Select Market and Toronto Stock Exchange. Pattern Energy has a portfolio of 18 wind power facilities, including one it has agreed to acquire, with a total owned interest of 2,644 MW in the United States, Canada and Chile that use proven, best-in-class technology. Pattern Energy's wind power facilities generate stable long-term cash flows in attractive markets and provide a solid foundation for the continued growth of the business. For more information, visit [www.pattern.energy.com](http://www.pattern.energy.com).

### **Cautionary Statement Regarding Forward-Looking Statements**

Certain statements contained in this press release constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 and "forward-looking information" within the meaning of Canadian securities laws, including statements regarding the ability of the arrangements to facilitate additional long-term capital raises to support the growth of the development pipeline, the ability of the arrangements to increase and add new investment opportunities for Pattern Energy, the ability of Pattern Energy to invest in PEG LP 2.0 in the future, and the ability of the arrangements to allow Pattern Energy to participate in the a portion of the development business. These forward-looking statements represent Pattern Energy's expectations or beliefs concerning future events, and it is possible that the results described in this press release will not be achieved. These forward-looking statements are subject to risks, uncertainties and other factors, many of which are outside of Pattern Energy's control, which could cause actual results to differ materially from the results discussed in the forward-looking statements.

Any forward-looking statement speaks only as of the date on which it is made, and, except as required by law, Pattern Energy does not undertake any obligation to update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. New factors emerge from time to time, and it is not possible for Pattern Energy to predict all such factors. When considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements in Pattern Energy's annual report on Form 10-K and any quarterly reports on Form 10-Q. The risk factors and other factors noted therein could cause actual events or Pattern Energy's actual results to differ materially from those contained in any forward-looking statement.

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