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): July 22, 2015

PATTERN ENERGY GROUP INC.
(Exact name of registrant as specified in its charter)

Delaware	001-36087	90-0893251
(State or other jurisdiction of incorporation)	(Commission File Number)	(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.

Underwriting Agreement

On July 22, 2015, Pattern Energy Group Inc. (the "Company") entered into an underwriting agreement (the "Underwriting Agreement") with BMO Capital Markets Corp., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc., acting as representatives of the several underwriters named therein (collectively, the "Underwriters"), relating to the public offering (the "Equity Offering") by the Company of 5,435,000 shares of its Class A common stock (the "Firm Shares"). The offering price to the public of the Firm Shares is $23.00 per share, and the Underwriters have agreed to purchase the Firm Shares from the Company pursuant to the Underwriting Agreement at a price of $22.3675 per share. After underwriting discounts and commissions and estimated offering expenses, the Company expects to receive net proceeds from the offering of the Firm Shares of approximately $120.2 million. Pursuant to the Underwriting Agreement, the Underwriters have a 30-day option to purchase from the Company up to an additional 815,250 shares of its Class A common stock (the "Option Shares" and together with the Firm Shares, the "Shares") to cover over-allotments, if any, at the public offering price less the underwriting discounts and commissions.

The Shares will be sold pursuant to an automatically effective shelf registration statement on Form S-3 that the Company filed with the Securities and Exchange Commission (the "SEC") on October 8, 2014 (File No. 333-199217). A prospectus supplement relating to the Equity Offering has been filed with the SEC. The closing of the Equity Offering is expected to take place on July 28, 2015, subject to customary closing conditions.

A copy of the Underwriting Agreement is attached as Exhibit 1.1 hereto and is incorporated herein by reference. The foregoing description of the Underwriting Agreement does not purport to be complete and is qualified in its entirety by reference to such exhibit.

A copy of the legal opinion and consent of Davis Polk & Wardwell LLP relating to the Shares is attached as Exhibit 5.1 hereto.

Purchase Agreement

On July 22, 2015, the Company and Pattern US Finance Company LLC, as guarantor, entered into a purchase agreement (the "Purchase Agreement") with Merrill Lynch, Pierce, Fenner & Smith Incorporated, BMO Capital Markets Corp. and Citigroup Global Markets Inc., acting as representatives of the several initial purchasers named therein (collectively, the "Initial Purchasers"), to issue and sell $225,000,000 aggregate principal amount of the Company's 4.00% Convertible Senior Notes due 2020 (the "Firm Notes") in a concurrent private placement (the "Notes Offering") to qualified institutional buyers within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"). Pursuant to the Purchase Agreement, the Initial Purchasers have a 30-day option to purchase from the Company up to an additional $33,750,000 aggregate principal amount of its 4.00% Convertible Senior Notes due 2020 (the "Option Notes" and together with the Firm Notes, the "Notes") to cover over-allotments, if any.

The closing of the Notes Offering is expected to take place on July 28, 2015, subject to customary closing conditions.

A copy of the Purchase Agreement is attached as Exhibit 1.2 hereto and is incorporated herein by reference. The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to such exhibit.

Item 8.01. Other Events.

On July 22, 2015, the Company announced the pricing of the Equity Offering. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated by reference herein.

The Company also announced the pricing of the concurrent Notes Offering. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated by reference herein.

Cautionary Statement Concerning Forward-Looking Statements

Certain statements contained or incorporated by reference in this current report 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 proposed offerings and use of proceeds thereof. These forward-looking statements represent the Company's expectations or beliefs concerning future events, and it is possible that the results described in this current report will not be achieved. These forward-looking statements are subject to risks, uncertainties and other factors, including conditions to closing the proposed offerings, many of which are outside of the Company'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, the Company 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 the Company to predict all such factors. When considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2014 and the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2015. The risk factors and other factors noted in these documents could cause actual events or the Company's actual results to differ materially from those contained in any forward-looking statement.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
1.1	Underwriting Agreement, dated July 22, 2015
1.2	Purchase Agreement, dated July 22, 2015
5.1	Opinion of Davis Polk & Wardwell LLP
23.1	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)
99.1	Press Release issued by Pattern Energy Group Inc. dated July 22, 2015, titled “Pattern Energy Announces Pricing of Public Offering of Class A Common Stock”
99.2	Press Release issued by Pattern Energy Group Inc. dated July 22, 2015, titled “Pattern Energy Announces Pricing of Private Offering of Convertible Senior Notes”

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: July 23, 2015

PATTERN ENERGY GROUP INC.

By: /s/ Kim Liou
Name: Kim Liou
Title: Secretary

EXHIBIT INDEX

Exhibit Number	Description
1.1	Underwriting Agreement, dated July 22, 2015
1.2	Purchase Agreement, dated July 22, 2015
5.1	Opinion of Davis Polk & Wardwell LLP
23.1	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1)
99.1	Press Release issued by Pattern Energy Group Inc. dated July 22, 2015, titled “Pattern Energy Announces Pricing of Public Offering of Class A Common Stock”
99.2	Press Release issued by Pattern Energy Group Inc. dated July 22, 2015, titled “Pattern Energy Announces Pricing of Private Offering of Convertible Senior Notes”

Exhibit 1.1

July 22, 2015

BMO CAPITAL MARKETS CORP.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
CITIGROUP GLOBAL MARKETS INC.

c/o BMO Capital Markets Corp.
3 Times Square, 27th Floor
New York, New York 10036

Ladies and Gentlemen:

Pattern Energy Group Inc., a Delaware corporation (the "**Company**"), proposes to issue and sell to the several Underwriters named in Schedule I hereto (the "**Underwriters**") for which you are acting as representatives (the "**Representatives**"), 5,435,000 shares of Class A common stock of the Company, par value $0.01 per share ("**Class A Common Stock**," and such shares of Class A Common Stock, the "**Firm Shares**").

In addition, the Company proposes to sell to the Underwriters up to 815,250 shares of Class A Common Stock (the "**Additional Shares**"), if, and to the extent, that you, as managers of the offering, shall have determined to exercise, on behalf of the Underwriters, the right to purchase such Additional Shares granted to the Underwriters in Section 2 hereof. The Firm Shares and the Additional Shares are hereinafter collectively referred to as the "**Shares**."

As more fully described in the Prospectus (as defined below), concurrently with this offering, the Company is offering $225,000,000 aggregate principal amount of its Convertible Senior Notes due 2020 (or $258,750,000 aggregate principal amount of its Convertible Senior Notes due 2020 if the initial purchasers in that offering exercise their over-allotment option to purchase additional notes in full) (the "**Convertible Notes**") to qualified institutional buyers in an offering exempt from registration under the Securities Act of 1933, as amended (the "**Securities Act**") or purchases pursuant to available exemptions from the prospectus requirement under applicable Canadian Securities laws.

The Company has filed with the U.S. Securities and Exchange Commission (the "**Commission**") a registration statement, including a prospectus (file number 333-199217) on Form S-3, relating to various securities (the "**Shelf Securities**"), including the Shares, to be issued from time to time by the Company and/or sold from time to time by selling securityholders. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act, is hereinafter referred to as the "**Registration Statement**," and the related prospectus covering the Shelf

Securities dated October 8, 2014 in the form first used to confirm sales of the Shares (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Base Prospectus**." The Base Prospectus, as supplemented by the prospectus supplement specifically relating to the Shares in the form first used to confirm sales of the Shares (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**U.S. Prospectus**," and the term "**preliminary prospectus**" means any preliminary form of the Prospectus (as defined below). For purposes of this Agreement, "**free writing prospectus**" has the meaning set forth in Rule 405 under the Securities Act, "**Time of Sale U.S. Prospectus**" means the documents and pricing information set forth in Schedule II hereto, and "**broadly available road show**" means a "**bona fide electronic road show**" as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person. "**Applicable Time**" means 8:00 p.m. Eastern Time on July 22, 2015, "**Time of Sale Canadian Prospectus**" means the Canadian Preliminary Prospectus (defined below). The Time of Sale U.S. Prospectus and the Time of Sale Canadian Prospectus are collectively referred to herein as the "**Time of Sale Prospectus**."

The Company was qualified at the time of filing to file an MJDS Rule (as defined below) shelf prospectus pursuant to the MJDS Rule and (i) has prepared and filed a preliminary MJDS shelf prospectus dated October 8, 2014 in the English and French languages (the "**Canadian Preliminary Base Prospectus**") with the Ontario Securities Commission (the "**OSC**") and with the securities commissions or other securities regulatory authorities in each of the provinces and territories of Canada (together, the "**Canadian Securities Commissions**") in respect of various securities, including shares of Class A Common Stock of the Company (collectively, the "**Canadian Shelf Securities**"), pursuant to applicable securities laws in each of the provinces and territories in Canada emanating from governmental authorities, including the respective rules and regulations made thereunder together with applicable published national and local instruments, policy statements, notices, blanket rulings and orders of the Canadian Securities Commissions, and all discretionary rulings and orders applicable to the Company, if any, of the Canadian Securities Commissions (the "**Canadian Securities Laws**"), and (ii) has prepared and filed with the OSC and the other Canadian Securities Commissions a final MJDS shelf prospectus dated November 21, 2014 relating to the Canadian Shelf Securities in each of the provinces and territories of Canada (the "**Canadian Final Base Prospectus**"). The Company selected the OSC (the "**Reviewing Authority**") as its principal regulator in respect of the Canadian Preliminary Base Prospectus and the Canadian Final Base Prospectus, and the Reviewing Authority has issued a receipt (a "**Receipt**") in accordance with Multilateral Instrument 11-102—Passport System ("**MI 11-102**") and National Policy 11-202—Process for Prospectus Reviews in Multiple Jurisdictions ("**NP 11-202**" and, together with MI 11-102, the "**Passport System**") on behalf of itself and the other Canadian Securities Commissions for each of the Canadian Preliminary Base Prospectus and the Canadian Final Base Prospectus. The term "**Canadian Base Prospectus**" means the Canadian Final Base Prospectus, including documents incorporated therein by reference, at the time the Receipt was issued with respect thereto in accordance with the multi-jurisdictional disclosure system described in National Instrument 71-101 – *The Multijurisdictional Disclosure System* of the Canadian Securities Administrators (the "**MJDS Rule**").

The Company has also prepared and filed with the Canadian Securities Commissions, in accordance with the MJDS Rule on July 21, 2015, a preliminary prospectus supplement, relating to the Shares, which excluded certain pricing information (together with the Canadian Base Prospectus, and including any documents incorporated therein by reference and the documents otherwise deemed to be a part thereof or included therein pursuant to Canadian Securities Laws, the "**Canadian Preliminary Prospectus**"). In addition, the Company: (i) shall prepare and file with the Canadian Securities Commissions in accordance with Section 6(f) hereof a final prospectus supplement relating to the Shares, which includes the pricing information omitted from the Canadian Preliminary Prospectus (together with the Canadian Base Prospectus, and including any documents incorporated therein by reference and the documents otherwise deemed to be a part thereof or included therein pursuant to Canadian Securities Laws, the "**Canadian Final Prospectus**").

For purposes of this Agreement, all references to the Canadian Preliminary Base Prospectus, Canadian Final Base Prospectus, Canadian Base Prospectus, Canadian Preliminary Prospectus, Canadian Final Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Canadian Securities Commissions pursuant to the System for Electronic Document Analysis and Retrieval ("**SEDAR**").

For purposes of this Agreement, "**issuer free writing prospectus**" has the meaning set forth in Rule 433 under the Securities Act. As used herein, the terms "Registration Statement," "Base Prospectus," "preliminary prospectus," "Time of Sale U.S. Prospectus," "Time of Sale Canadian Prospectus," "U.S. Prospectus," "Canadian Final Prospectus" and "Prospectus" shall include the documents, if any, incorporated by reference therein as of the date hereof. The terms "**supplement**," "**amendment**," and "**amend**" as used herein with respect to the Registration Statement, the Base Prospectus, the Time of Sale Prospectus, any preliminary prospectus or the Prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), that are deemed to be incorporated by reference therein.

The U.S. Prospectus and the Canadian Final Prospectus are referred to collectively, as the "**Prospectus.**"

1. *Representations and Warranties of the Company*. The Company represents, warrants and agrees with each of the Underwriters that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or, to the Company's knowledge, are threatened by the Commission. The Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(b)

(i) the Registration Statement, when it became effective, did not contain, and, as amended or supplemented, if applicable, will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading;

(ii) the Company is eligible to use the MJDS Rule;

(iii) No cease trade order preventing or suspending the use of the Canadian Preliminary Prospectus or the Canadian Final Prospectus or preventing the distribution of the Shares has been issued and no proceeding for that purpose has been initiated or, to the knowledge of the Company, threatened, by any of the Canadian Securities Commissions;

(iv) the Canadian Final Prospectus when it was filed was, and as amended and supplemented, if applicable, will be, true and correct in all material respects and contain full, true and plain disclosure of all material facts relating to the Company and the Shares as required by the Canadian Securities Laws, and does not contain and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading;

(v) the Registration Statement and the U.S. Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder;

(vi) the Canadian Preliminary Prospectus and the Canadian Final Prospectus comply and, as amended or supplemented, if applicable, will comply in all material respects with the MJDS Rule and all other applicable Canadian Securities Laws;

(vii) as of the Applicable Time, at the time of each sale of Shares in connection with the offering when the U.S. Prospectus is not yet available (on EDGAR or otherwise) to prospective purchasers and at the Closing Date (as defined in Section 4 hereto), the Time of Sale U.S. Prospectus, as then amended or supplemented by the Company, if applicable, did not or will not when filed, as applicable, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; as of the Applicable Time, the Time of Sale Canadian Prospectus is true and correct in all material respects and contains full, true and plain disclosure of all material facts relating to the Company and the Shares, other than information relating to the offering price of the Shares and the Convertible Notes and other information with respect to the terms of the offering of the Shares and the Convertible Notes (which will be included in the Canadian Final Prospectus), as required by the Canadian Securities Laws;

(viii) each of the Canadian Securities Commissions has issued or is deemed to have issued receipts for the Canadian Preliminary Base Prospectus and the Canadian Final Base Prospectus;

(ix) each broadly available road show, if any, when considered together with the Time of Sale Prospectus, does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(x) (A) the U.S. Prospectus, as of its date and as of the Closing Date, does not contain and, as amended or supplemented, if applicable, will not when filed contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (B) the Canadian Final Prospectus, as of its date and as of the Closing Date, will be true and correct in all material respects and contain full, true and plain disclosure of all material facts relating to the Company and the Shares as required by Canadian Securities Laws; provided, however, that the representations and warranties set forth in this Section 1(b) do not apply to statements or omissions in the Registration Statement (or any amendment thereto), the Time of Sale Prospectus, the Prospectus (or any supplement thereto) or any broadly available road show made in reliance upon or in conformity with information relating to any Underwriter furnished to the Company in writing by or on behalf of an Underwriter expressly for use therein. For purposes of this Agreement, the only information so furnished shall be the information set forth on the cover page of the Time of Sale Prospectus and the Prospectus, and, under the caption, "Underwriters (Conflicts of Interest)": (i) the fourth paragraph, concerning dealer concessions and sales to discretionary accounts; and (ii) the twelfth paragraph, concerning stabilizing transactions, in the Time of Sale Prospectus and the Prospectus (collectively, the "**Underwriters' Disclosure**").

(c) The interactive data in eXtensible Business Reporting Language included as an exhibit to the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(d) The Company is not an "ineligible issuer" in connection with the offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by

or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses, if any, identified in Schedule II hereto, and electronic road shows, if any, each furnished to you before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(e) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own or hold its property and to conduct its business as described in the Time of Sale Prospectus and the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing, as applicable, of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), shareholders' equity, business, properties, results of operations or prospects of the Company and its subsidiaries, taken as a whole (a "**Material Adverse Effect**"), or a material adverse effect on the ability of the Company and its subsidiaries, taken as a whole, to perform its obligations under this Agreement or to consummate the transactions contemplated by the Time of Sale Prospectus.

(f) Each of the entities set out on Schedule III hereto (collectively, the Company's "**subsidiaries**") has been duly incorporated or formed, is validly existing as a corporation, limited liability company, limited partnership, unlimited liability company, *sociedad por acciones, sociedad de responsabilidad limitada* or similar legal entity in good standing (or similar status to the extent it exists) under the laws of the jurisdiction of its incorporation or formation, as the case may be, has the corporate, limited liability company, limited partnership, unlimited liability company, *sociedad por acciones, sociedad de responsabilidad limitada* or other applicable power and authority, as the case may be, to own its property and to conduct its business as described in the Time of Sale Prospectus and the Prospectus and is duly qualified to transact business and is in good standing (or, in each case, such similar status in such jurisdiction) in each jurisdiction in which the conduct of its business or its ownership or leasing, as the case may be, of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect or a material adverse effect on the ability of the Company and its subsidiaries, taken as a whole, to perform its obligations under this Agreement or to consummate the transactions contemplated by the Time of Sale Prospectus.

(g) The Company owns, directly or indirectly, the equity interests of the Company's subsidiaries in the manner set forth on Schedule III hereto, all of the issued shares of share or partnership capital of each subsidiary has been duly authorized and validly issued in accordance with the organizational documents of each such subsidiary, and has been fully paid (to the extent required under such organizational documents) and, other than any general partner interests in any of the subsidiaries, is non-assessable

(except (i) in the case of an interest in a Delaware limited liability company, as such non-assessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the "**Delaware LLC Act**"), (ii) in the case of a limited partner interest in a Delaware limited partnership, Sections 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the "**Delaware LP Act**") and (iii) in the case of an interest in an entity formed under the laws of a foreign jurisdiction, as such non-assessability may be affected by similar provisions of such jurisdiction's statutory rules (including, in the case of Pattern Canada Operations Holdings ULC, Pattern Operators Canada ULC and Pattern Canada Finance ULC, the unlimited liability nature of shares of unlimited liability companies)), and the Company owns, directly or indirectly, such equity interests free and clear of all liens, encumbrances, securities interests, charges or other claims (collectively, "**Liens**") other than (i) those described in or under agreements contemplated by the Time of Sale Prospectus and the Prospectus, or (ii) as do not materially affect the value of such property or interfere with the use made and proposed to be made of such property by the Company and its subsidiaries as described in the Time of Sale Prospectus and the Prospectus.

(h) The authorized share capital of the Company conforms in all material respects to the description thereof contained in each of the Time of Sale Prospectus and the Prospectus.

(i) The Shares have been duly authorized and, when issued, and when paid for and delivered in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, free and clear of preemptive or similar rights.

(j) The shares of Class A Common Stock outstanding as of the date hereof have been duly authorized and are validly issued, fully paid and non-assessable.

(k) Except as would not be reasonably expected to have a Material Adverse Effect, the Company and its subsidiaries, as applicable, have satisfactory title to, or valid rights to use or manage, all properties that are, individually and in the aggregate, required to enable the Company and its subsidiaries to conduct their operations as contemplated by, and subject to the limitations set forth in, the Time of Sale Prospectus and the Prospectus.

(l) Except as described in the Time of Sale Prospectus and the Prospectus, there are no outstanding rights (including, without limitation, preemptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interests of the Company or any of its subsidiaries, or any contract, commitment, agreement, understanding, or arrangement of any kind relating to the issuance of any capital stock of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options.

(m) This Agreement has been duly authorized, executed and delivered by the Company. All necessary corporate action has been taken by the Company to authorize the execution and delivery of this Agreement and the transactions contemplated hereby, including execution and delivery of each of the Canadian Preliminary Prospectus and the Canadian Final Prospectus and the filing thereof under Canadian Securities Laws.

(n) Neither the Company nor any of its subsidiaries is (i) in violation of its charter, by-laws or similar organizational document, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound or to which any of the properties or assets of the Company or any subsidiary is subject, or (iii) in violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations, except, in the cases of clauses (ii) and (iii), for such defaults and violations that would not reasonably be expected to have a Material Adverse Effect or a material adverse effect on the ability of the Company or any of its subsidiaries, taken as a whole, to perform its obligations under this Agreement or to consummate the transactions contemplated by the Time of Sale Prospectus.

(o) None of (i) the execution and delivery by the Company of this Agreement, or the performance by the Company of its obligations under this Agreement, (ii) the issue and sale by the Company of the Shares nor (iii) the application of the net proceeds to the Company from this offering in the manner described under the heading "Use of Proceeds" in the Time of Sale Prospectus, will conflict with, result in a breach of or constitute a default under (A) any provision of law applicable to the Company or any of its subsidiaries, (B) the charter, by-laws or similar organizational document of the Company or any of its subsidiaries, (C) any agreement or other instrument binding upon the Company and its subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or (D) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or its subsidiaries, except in the case of clauses (A), (C) and (D), for any such breach, violation, or default that would not reasonably be expected to have a Material Adverse Effect or a material adverse effect on the ability of the Company and its subsidiaries, taken as a whole, to perform its obligations under this Agreement or to consummate the transactions contemplated by the Time of Sale Prospectus.

(p) Each agreement or other instrument listed on Schedule IV hereto (each as amended, a "**Covered Agreement**," and collectively, the "**Covered Agreements**") is a valid and legally binding agreement of the Company and its subsidiaries, as applicable, enforceable against each such party in accordance with its terms, except, with respect to each Covered Agreement, the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws from time to time in effect affecting creditors' rights and remedies generally, and (ii) general principles of equity (regardless of whether such principles are considered in a proceeding in equity or at law).

(q) No consent, approval, authorization or order of, or qualification with, any governmental body or agency having jurisdiction over the Company or any of its subsidiaries is required for the performance by the Company of its obligations under this Agreement, except for such consents, approvals, authorizations, orders, registrations or qualifications (i) as may be required under the Securities Act or the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), applicable securities exchange or automated quotation systems, blue sky laws of any relevant jurisdictions or the bylaws and rules of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") in connection with the issue and sale of the Shares by the Company, (ii) such consents, approvals, authorizations, orders, registrations, qualifications, waivers, amendments or termination as will have been obtained or made prior to the Closing Date, or (iii) the filing of the final MJDS prospectus supplement relating to the offering of Shares and forming part of the Canadian Final Prospectus with applicable Canadian Securities Commissions.

(r) The historical financial statements of the Company, South Kent Wind LP, Grand Renewable Wind LP, Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC (in each case, including the related notes thereto) included or incorporated by reference in each of the Time of Sale Prospectus and the Prospectus (collectively, the "**Financial Statements**") present fairly in all material respects the financial position, results of operations and cash flows of each of the Company, South Kent Wind LP, Grand Renewable Wind LP, Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC, as applicable, as of the dates and for the periods indicated; the Financial Statements comply as to form in all material respects with the applicable requirements of Regulation S-X under the Securities Act and Canadian Securities Laws and have been prepared in conformity with U.S. generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods indicated therein except as may be expressly stated in the related notes thereto; the other financial information included in each of the Time of Sale Prospectus and the Prospectus has been derived from the accounting records of each of the Company, South Kent Wind LP, Grand Renewable Wind LP, Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC, as applicable, and presents fairly the information shown thereby; and the pro forma financial information and the related notes thereto included or incorporated by reference in each of the Time of Sale Prospectus and the Prospectus present fairly in all material respects the information shown thereby and have been prepared in accordance with the applicable requirements of the Securities Act and Canadian Securities Laws, the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein, and the assumptions underlying such pro forma financial information are reasonable and are set forth in the Time of Sale Prospectus and the Prospectus.

(s) Since March 31, 2015, and except as otherwise disclosed in or contemplated by the Time of Sale Prospectus and the Prospectus, there has not been any event or development reasonably likely to result in a Material Adverse Effect.

(t) Except as described in the Registration Statement, Time of Sale Prospectus and the Prospectus, there are no legal or governmental proceedings pending,

or to the knowledge of the Company, threatened, to which the Company or any of its subsidiaries is a party or to which any of the property of the Company or any of its subsidiaries is or, to the knowledge of the Company, may be subject, that if determined adversely to the Company or any of its subsidiaries would be reasonably expected to have a Material Adverse Effect; and there are no (i) current or pending legal or governmental proceedings that are required under the Securities Act or Canadian Securities Laws to be described in the Registration Statement, the Time of Sale Prospectus or the Prospectus that are not so described therein; or (ii) statutes, regulations or contracts or other documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or described in the Registration Statement, the Time of Sale Prospectus or the Prospectus that are not so filed as exhibits to the Registration Statement or described therein.

(u) The Company is not, and after giving effect to the offering and sale of the Shares and the application of the net proceeds thereof as described in the Time of Sale Prospectus and the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(v) Except as disclosed in the Time of Sale Prospectus and the Prospectus, the Company and its subsidiaries (i) are, and at all times prior hereto within the applicable statute of limitations have been, in compliance with all applicable U.S., Canadian and other foreign, federal, state, provincial and local laws and regulations relating to the protection of human health and safety, the environment and natural resources, or the generation, use, storage, management, treatment, transportation, disposal, release or threatened release of, or exposure to, any material, substance or waste defined or regulated in relevant form, quantity or concentration as Hazardous Materials (as defined below) ("**Environmental Laws**"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses as currently conducted, (iii) are in compliance with all terms and conditions of any such permit, license or approval, and (iv) do not have any liability in connection with any known or threatened release into the environment of any Hazardous Materials or any Environmental Laws applicable to the Company or its subsidiaries, except in the case of clauses (i)-(iv) above, where failure to comply would not reasonably be expected to have a Material Adverse Effect. The term "**Hazardous Material**" means (A) any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum constituents or by-product, (D) any polychlorinated biphenyl, (E) any asbestos and asbestos containing materials, and (F) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any other applicable U.S., Canadian and other foreign, federal, state, provincial and local laws and regulations.

(w) Except as described in the Time of Sale Prospectus and the Prospectus, there are no contracts, agreements or understandings between the Company and any "person" (which term shall, throughout this Agreement, also refer to entities) granting

such person the right to require the Company to file a registration statement under the Securities Act or a prospectus under Canadian Securities Laws, as applicable, with respect to any securities of the Company or to require the Company to include such securities with the Shares registered pursuant to the Registration Statement or qualified pursuant to the Canadian Final Prospectus.

(x) None of the Company or any of its subsidiaries, or any director or officer thereof, or, to the knowledge of the Company, any employee, agent, representative or affiliate controlled by the Company or any of its subsidiaries has taken or is aware of any action taken in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to improperly influence official action or secure an improper advantage; and the Company, its subsidiaries, and to the knowledge of the Company, their respective affiliates that they control have conducted their businesses on behalf of the Company in compliance with the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**") and the *Corruption of Foreign Public Officials Act* (Canada), and have instituted and maintain policies and procedures designed to promote and achieve compliance with such laws.

(y) The operations of the Company and its subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**USA PATRIOT Act**"), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(z) (i) Neither of the Company nor any of its subsidiaries (collectively, the "**Entity**"), nor any director or executive officer of the Entity, nor to the knowledge of the Entity, any employee, agent or representative of the Entity acting on the Entity's behalf, is a person that is, or is owned or controlled by a person that is:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council ("**UNSC**"), the European Union ("**EU**"), Her Majesty's Treasury ("**HMT**"), or other relevant sanctions authority (collectively, "**Sanctions**"), or

(B) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, Libya, North Korea, Sudan and Syria), except to the extent permitted by OFAC.

(ii) The Entity will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person:

(A) for the purpose of funding or facilitating any activities or business of or with any person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions, except to the extent permitted by OFAC; or

(B) in any other manner that will result in a violation of Sanctions by any person (including any person participating in the offering, whether as underwriter, advisor, investor or otherwise) solely as a result of the Company making such proceeds from the offering available to any such person.

(iii) For the past five (5) years, the Entity has not knowingly engaged in, and is not now knowingly engaged in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

(aa) Subsequent to the respective dates as of which the information is given in each of the Registration Statement, the Time of Sale Prospectus and the Prospectus (i) the Company and its subsidiaries have not incurred any material liability or obligation, direct or contingent, nor entered into or approved any material transaction; (ii) the Company has not declared, paid or otherwise made any dividend or distribution on its capital stock; and (iii) there has not been any material change in the share capital, short-term debt or long-term debt of the Company and its subsidiaries, except in each case, as described in, or contemplated by, the Time of Sale Prospectus and the Prospectus.

(bb) The Company and its subsidiaries have good and marketable title in fee simple to, or valid and enforceable rights in the nature of a lease, easement, right of way, license or similar right to otherwise use, all real and personal property owned, leased or otherwise controlled by them that is material to the conduct of their respective businesses as described in the Time of Sale Prospectus and Prospectus, in each case free and clear of all Liens and defects, except such as (i) are described in the Time of Sale Prospectus and the Prospectus or (ii) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries as described in the Time of Sale Prospectus and the Prospectus.

(cc) The Company and its subsidiaries own or possess adequate rights to use all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them as described in the Time of Sale Prospectus and Prospectus except where the failure to own or possess such rights would not have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing, which, if the subject of an unfavorable decision, ruling or finding, would be reasonably expected to have a Material Adverse Effect.

(dd) Except as disclosed in the Time of Sale Prospectus and the Prospectus, the Company and its subsidiaries have, or are entitled to the benefit of, insurance covering their respective properties, operations, personnel and businesses, which insurance is in amounts and insures against such losses and risks as are customarily deemed adequate to protect the Company and its subsidiaries and their respective businesses; and neither the Company nor any of its subsidiaries has (i) received written notice from any insurer or agent of such insurer that capital improvements or other expenditures (excluding premiums) are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

(ee) Except as disclosed in the Time of Sale Prospectus and the Prospectus, the Company and its subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, provincial or foreign governmental or regulatory authorities reasonably necessary to conduct their respective businesses, except where the failure to obtain any such certificates, authorizations or permits would not have a Material Adverse Effect, and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit that, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect.

(ff) There are no existing agreements, arrangements or transactions, between or among the Company or any it its subsidiaries and any officer or director of the Company, or subsidiary or any person related to the Company as described in Item 404(a) of Regulation S-K promulgated under the Securities Act which are required to be described in the Registration Statement and the Time of Sale Prospectus and which are not so described.

(gg) The Company and its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is

permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the Time of Sale Prospectus and the Prospectus, as of the end of the period covered by the most recent audited financial statements included in the Registration Statement and the Canadian Final Prospectus there was no, and since such date the Company has not become aware of any, (i) material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) change in the Company's internal control over financial reporting that has materially adversely affected, or is reasonably likely to materially adversely affect, the Company's internal control over financial reporting.

(hh) (i) The Company and its consolidated subsidiaries have established and maintain "disclosure controls and procedures" (as such term is defined in Rule 13a-15 under the Exchange Act), (ii) such disclosure controls and procedures are designed to ensure that the information required to be disclosed about the Company and its subsidiaries in the reports the Company will file with the Commission under the Exchange Act is accumulated and communicated to management of the Company, including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure to be made and (iii) except as disclosed in the Time of Sale Prospectus and the Prospectus, such disclosure controls and procedures are effective to a reasonable level of assurance to perform the functions for which they were established.

(ii) Ernst & Young LLP, who has provided an audit report on certain financial statements of the Company included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, are (i) independent public accountants with respect to the Company as required by the Securities Act and the rules and regulations thereof and Canadian Securities Laws; and (ii) there has not been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations* adopted by the Canadian Securities Administrators ("**NI 51-102**")) with such firm. There has not been any disagreement (within the meaning of NI 51-102) with Ernst & Young LLP with respect to audits of the Company.

(jj) PricewaterhouseCoopers LLP, who has provided an audit report on certain financial statements of South Kent Wind LP and Grand Renewable Wind LP, which audit reports are included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, are (i) independent public accountants with respect to South Kent Wind LP and Grand Renewable Wind LP as required by the Securities Act and the rules and regulations thereof and Canadian Securities Laws; and (ii) there has not been any reportable event (within the meaning of NI 51-102) with such firm. There has not been any disagreement (within the meaning of NI 51-102) with PricewaterhouseCoopers LLP with respect to audits of the South Kent Wind LP and Grand Renewable Wind LP financial statements incorporated by reference in the Prospectus.

(kk) KPMG LLP, who has provided an audit report on certain financial

statements of Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC, which audit reports are included in the Registration Statement, the Time of Sale Prospectus and the Prospectus, are (i) independent public accountants with respect to Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC as required by the Securities Act and the rules and regulations thereof and Canadian Securities Laws; and (ii) there has not been any reportable event (within the meaning of NI 51-102) with such firm. There has not been any disagreement (within the meaning of NI 51-102) with KPMG LLP with respect to audits of the Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC financial statements incorporated by reference in the Prospectus.

(ll) Each of the Company and its subsidiaries has filed, or caused to be filed, in a timely manner all tax returns, reports and forms (including schedules thereto) that are required to have been filed by it ("**Tax Returns**") with the United States Internal Revenue Service, the Canada Revenue Agency or any other federal, state, provincial, local or foreign governmental entity responsible for the imposition, collection or administration of taxes in any jurisdiction ("**Taxing Authority**") prior to the date hereof (all of which Tax Returns were correct and complete in all respects), except, in any case, as would not have a Material Adverse Effect.

(mm) Each of the Company and its subsidiaries has (1) paid or had paid on its behalf all taxes payable by it (including any applicable penalties and interest), whether or not a Tax Return is required to be filed in respect thereof, to the extent such taxes have become due and payable, except for any taxes being contested in good faith by appropriate proceedings, (2) collected or withheld all taxes required by law to be collected or withheld by it, and amounts so collected or withheld and not yet remitted, if any, will be remitted to the appropriate Taxing Authority when due, and (3) established reasonable reserves in its accounting records in accordance with GAAP in respect of taxes and assessments, the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings; except, in the case of (1), (2) and (3), as would not reasonably be expected to have a Material Adverse Effect.

(nn) Neither the Company nor any of its subsidiaries is a party to any tax allocation or sharing agreement of any kind, other than (1) the organizational, operating and partnership agreements of the Company and its subsidiaries (for the avoidance of doubt, including tax allocations made pursuant to such agreements), (2) agreements entered into in the ordinary course of business that are not primarily related to taxes, (3) agreements that would not have a Material Adverse Effect or (4) as otherwise disclosed in the Time of Sale Prospectus or the Prospectus.

(oo) No unresolved proceedings, investigations or audits pending or threatened regarding taxes exist with respect to the Company or any of its subsidiaries in respect of fiscal years ending on or before the Closing Date, other than tax audits, proceedings and investigations that (1) have been disclosed to the Underwriters prior to the date hereof for which the Company or its subsidiaries, as applicable, have established reasonable reserves in its accounting records in accordance with GAAP or (2) would not reasonably be expected to have a Material Adverse Effect.

(pp) Except as described in the Time of Sale Prospectus, the Registration Statement or the Canadian Final Prospectus, the Company has not sold, issued or distributed any of its Class A Common Stock during the six-month period preceding the date hereof, including any sales pursuant to Rule 144A under, or Regulation D or S of, the Securities Act or under Canadian Securities Laws.

(qq) Each of the Company and its subsidiaries that own operating facilities in the United States meets the requirements for, and has made the necessary filings with, or has been determined by, the Federal Energy Regulatory Commission ("**FERC**") to be an exempt wholesale generator ("**EWG**") within the meaning of Section 1262(6) of Public Utility Holding Company Act of 2005 ("**PUHCA**"). Each of the Company and its subsidiaries that is an EWG making wholesale sales not exempt from Section 205 of the Federal Power Act ("**FPA**") is authorized by FERC pursuant to Section 205 of the FPA to sell electric power, including energy and capacity and certain ancillary services, at market-based rates and has received or applied for such waivers and blanket authorizations as are customarily granted by FERC to entities authorized to sell electric power at market-based rates, including, but not limited to, authorization to issue securities and assume obligations or liabilities pursuant to Section 204 of the FPA.

(rr) There are no pending FERC proceedings that have been docketed in FERC's "eLibrary" system in which the EWG status, market-based rate authority or the FPA Section 204 authority of any of the Company and its subsidiaries that have such authority, is subject to withdrawal, revocation or material modification other than FERC rulemakings of general applicability.

(ss) Except as described in the Time of Sale Prospectus, the Registration Statement or the Canadian Final Prospectus, any of the Company or its subsidiaries with EWG certifications or market-based rate authorizations under Section 205 of the FPA are in compliance in all material respects with the terms and conditions of all orders issued by FERC under Sections 203, 204 and 205 of the FPA.

(tt) The Company is a "holding company" within the meaning of Section 1262(8) of PUHCA solely with respect to its ownership of one or more EWGs and, as such, is exempt from Section 1265 of PUHCA pursuant to Section 1266 of PUHCA and 18 C.F.R. § 366.3.

(uu) No labor disturbance by or dispute with employees of the Company or any of its subsidiaries exists or, to the best knowledge of the Company, is contemplated or threatened that could reasonably be expected to have a Material Adverse Effect.

(vv) Each "employee benefit plan," within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), for which the Company or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section

414 of the Internal Revenue Code of 1986, as amended (the "**Code**") that includes the Company) has or could have any liability, contingent or otherwise (each, a "**Plan**"), has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code, except for any failure to comply that would not have a Material Adverse Effect. No prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption and transactions that would not have a Material Adverse Effect. For each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no failure to satisfy the "minimum funding standard" or "minimum required contribution" (as such terms are defined in Section 412 or 430 of the Code or Section 302 of ERISA), whether or not waived, has occurred or is reasonably expected to occur, except for any such failure that would not have a Material Adverse Effect. The fair market value of the assets of each Plan that is subject to ERISA and is required to be funded under ERISA equals or exceeds the actuarial present value of the benefit liabilities, within the meaning of Section 4041 of ERISA, under such Plan (determined based on reasonable actuarial assumptions and the asset valuation principles established by the Pension Benefit Guaranty Corporation), except for any failure to be so funded that would not have a Material Adverse Effect. No "reportable event," as defined in Section 4043 of ERISA (other than an event with respect to which the 30-day notice requirement has been waived), has occurred with respect to any Plan, except for any such event that would not have a Material Adverse Effect. Neither the Company nor any members of its Controlled Group have incurred or reasonably expect to incur (i) liability under Title IV of ERISA with respect to the termination or underfunding of any pension plan, (ii) any withdrawal liability within the meaning of Section 4201 of ERISA, or (iii) liability with respect to any "employee welfare benefit plan" (within the meaning of Section (3)(1) of ERISA) providing medical, health or life insurance or other welfare type benefits for current or future retired or terminated employees, their spouses or their dependents (other than in accordance with Section 4980B of the Code), in each case, except for any such liability that would not have a Material Adverse Effect.

(ww) Each benefit and compensation plan, agreement, policy and arrangement (other than any such Plan, agreement, policy, or arrangement covered by Section 1(vv) hereof) that is maintained, administered, or contributed to by the Company or any of its subsidiaries for current or former employees or directors of, or independent contractors with respect to, the Company or any of its subsidiaries, or with respect to which any of such entities would reasonably be expected to have any current, future or contingent liability or responsibility (each, a "**Company Compensation Arrangement**"), has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, except for any failure to comply that would not have a Material Adverse Effect. No action, suit, proceeding, hearing or investigation with respect to the administration, or the investment of the assets, of any Company Compensation Arrangement or Plan (other than routine claims for benefits) is pending or, to the knowledge of the Company, threatened, except for any such action, suit, proceeding, hearing or investigation that would not have a Material Adverse Effect.

(xx) The statistical, industry-related and market-related data included in the Time of Sale Prospectus and Prospectus are based on, or derived from, (i) sources that the Company believes to be reliable and accurate in all material respects, and such data agree in all material respects with the sources from which they are derived; or (ii) represent the Company's good faith estimates that are made on the basis of data derived from such sources.

(yy) No acquisition of a "business" has occurred or is "probable" (as each of those terms are used in Rule 3-05 of Regulation S-X promulgated under the Exchange Act ("**Rule 3-05**")), that, in each case, will require the inclusion of financial statements for the acquired or to be acquired business or businesses pursuant to Rule 3-05 in the Registration Statement and that are not otherwise included or incorporated by reference in the Registration Statement, the Time of Sale Prospectus and the Prospectus.

(zz) Neither the Company nor any of its subsidiaries is a party to any contract, agreement, or understanding with any person (other than this Agreement) that would give rise to a valid claim against any of them or any Underwriter for a brokerage commission, finder's fee or commission in connection with the offering and sale of the Shares contemplated hereby.

(aaa) None of the Canadian Securities Commissions or comparable Canadian authority has issued any order: (i) requiring trading in any of the Company's securities to cease, (ii) preventing or suspending the use of the Time of Sale Prospectus and the Prospectus, or (iii) preventing the distribution of the Shares in any province or territory of Canada. The Company has not been informed that any such proceedings have been instituted for that purpose and, to the knowledge of the Company, no such proceedings are pending or contemplated.

(bbb) The Company is in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002, as amended (the "**Sarbanes-Oxley Act**") and all rules and regulations promulgated thereunder or implementing the provisions thereof.

(ccc) The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Class A Common Stock.

(ddd) Neither the issuance, sale and delivery of the Shares nor the application of the proceeds thereof by the Company as described in each of the Time of Sale Prospectus and the Prospectus will violate Regulation T, U, or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(eee) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in any of the Time of Sale Prospectus and the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith. The Company has a reasonable basis for all information in the Prospectus that would be considered "forward-looking information" as defined in NI 51-102.

(fff) None of the Company nor its subsidiaries has any debt securities or preferred equity that is rated by any "nationally recognized statistical rating organization" (as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act).

(ggg) The Company's outstanding Class A Common Stock is listed for trading on The NASDAQ Global Select Market ("**Nasdaq**") under the symbol "PEGI" and the Shares have been approved for listing on Nasdaq, subject to official notice of issuance and evidence of satisfactory distribution. The Company's outstanding Class A Common Stock is listed for and posted for trading on the Toronto Stock Exchange ("**TSX**") under the symbol "PEG." The Company has applied for conditional approval for listing and trading of the Shares on the TSX, subject to satisfaction by the Company of the conditions imposed by the TSX.

2. *Agreements to Sell and Purchase.*

(a) On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions hereinafter stated, the Company hereby agrees to sell to the several Underwriters, and each Underwriter agrees, severally and not jointly and not jointly and severally, to purchase from the Company the respective number of Firm Shares set forth in Schedule I hereto opposite its name at a purchase price of $22.3675 per share (the "**Purchase Price**").

(b) On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company hereby agrees to sell to the several Underwriters up to 815,250 Additional Shares set forth in Schedule I hereto and the Underwriters shall have the right to purchase, severally and not jointly and not jointly and severally, such Additional Shares at the Purchase Price. You may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice by the Representatives to the Company (with a courtesy copy to Davis Polk & Wardwell LLP, Attn: Richard D. Truesdell) not later than 30 days after the date of this Agreement. Any exercise notice shall specify the number of Additional Shares to be purchased by the Underwriters and the date on which such shares are to be purchased. Each purchase date must be at least two business days after the written notice is given and may not be earlier than the closing date for the Firm Shares nor later than ten business days after the date of such notice. Additional Shares may be purchased as provided in Section 4 hereof solely for the purpose of covering over-allotments made in connection with the offering of the Firm Shares. On each day, if any, that Additional Shares are to be purchased (an "**Option Closing Date**"), each Underwriter agrees, severally and not jointly, to purchase the number of Additional Shares (subject to such adjustments to eliminate fractional shares as you may determine) that bears the same proportion to the total number of Additional Shares to be purchased on such Option Closing Date as the number of Firm Shares set forth in Schedule I hereto opposite the name of such Underwriter bears to the total number of Firm Shares.

(c) For a period of 90 days after the Closing Date, the Company hereby agrees that it will not, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Securities Act (other than any registration statement on Form S-8) or file with a Canadian Securities Commission any prospectus or prospectus supplement relating to, any shares of Class A Common Stock or any securities convertible into or exercisable or exchangeable for shares of Class A Common Stock or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Class A Common Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Class A Common Stock or such other securities, in cash or otherwise, without the prior written consent of each of the Representatives, other than (A) the Shares to be sold hereunder, (B) any stock options, restricted stock awards, phantom stock awards or other awards or grants to be issued by the Company pursuant to stock incentive plans referred to in each of the Registration Statement, Time of Sale Prospectus and the Prospectus, (C) any shares of Class A Common Stock or other securities issued or realized upon the exercise, vesting or settlement of awards or grants issued pursuant to stock incentive plans disclosed in each of the Registration Statement, Time of Sale Prospectus and the Prospectus and (D) the transactions contemplated by the Purchase Agreement, dated July 22, 2015, among the Company, Pattern US Finance Company LLC and the initial purchasers named therein related to the offer and sale of the Convertible Notes.

3. *Terms of Public Offering*. The Company is advised by you that the Underwriters propose to make a public offering of their respective portions of the Shares as soon as in your judgment is advisable. The Company is further advised by you that the Shares are to be offered to the public initially at $23.00 per share (the "**Public Offering Price**").

4. *Payment and Delivery*. Payment for the Firm Shares to be sold shall be made to the Company in Federal or other funds immediately available in the City of Toronto against delivery of such Firm Shares for the respective accounts of the several Underwriters, at the offices of Vinson & Elkins L.L.P., or at such other place as shall be agreed upon by you and the Company, at 8:00 a.m., New York City time, on July 28, 2015, or at such other time on the same or such other date, not later than July 29, 2015, as shall be designated in writing by you. The time and date of such payment are referred to herein as the "**Closing Date**."

Payment for any Additional Shares shall be made to the Company, or its designee, in Federal or other funds immediately available in the City of Toronto against delivery of such Additional Shares for the respective accounts of the several Underwriters, at the offices of Vinson & Elkins L.L.P., or at such other place as shall be agreed upon by you and the Company, at 8:00 a.m., New York City time, on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than August 21, 2015, as shall be designated in writing by you.

The Firm Shares and Additional Shares shall be registered in such names and in such denominations as you shall request in writing not later than one full business day prior to the Closing Date or the applicable Option Closing Date, as the case may be. The Firm Shares and Additional Shares shall be delivered to you on the Closing Date or an Option Closing Date, as the case may be, for the respective accounts of the several Underwriters, against payment of the Purchase Price therefor.

5. *Conditions to the Underwriters' Obligations*. The obligations of the Company to sell the Shares to the Underwriters and the several obligations of the Underwriters to purchase and pay for the Shares on the Closing Date or Option Closing Date, as applicable, are subject to the conditions that (i) the representations and warranties of the Company contained herein are true and correct as of the Closing Date or Option Closing Date, as applicable, and the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement are true and correct on the Closing Date or Option Closing Date, as applicable and (ii) the Company has complied in all material respects with all of the agreements and satisfied all of the conditions on their respective parts to be performed or satisfied hereunder.

The several obligations of the Underwriters are subject to the following further conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date there shall not have occurred any change, or any development involving a prospective change, in the condition, financial or otherwise, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Time of Sale Prospectus that, in your judgment, is material and adverse and makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated in the Time of Sale Prospectus.

(b) The Underwriters shall have received on the Closing Date a certificate, dated the Closing Date and signed by the Chief Executive Officer and Chief Financial Officer of the Company reasonably satisfactory to the Underwriters, to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date and that the Company has complied in all material respects with all of the agreements and satisfied all of the conditions on their respective parts to be performed or satisfied hereunder on or before the Closing Date. The officers signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Underwriters shall have received on the Closing Date an opinion of Blake, Cassels & Graydon LLP, outside Canadian counsel to the Company, and other applicable outside counsel to the Company in Canadian jurisdictions other than Ontario, Québec, Alberta and British Columbia dated the Closing Date, to the effect set forth in Exhibit A hereto, an opinion of Davis Polk & Wardwell LLP, outside U.S. counsel to the

Company, dated the Closing Date, to the effect set forth in Exhibit B hereto, and an opinion of Dyann S. Blaine, U.S. internal counsel for the Company, to the effect set forth in Exhibit C.

(d) The Underwriters shall have received on the Closing Date an opinion of Vinson & Elkins L.L.P., U.S. counsel for the Underwriters, dated the Closing Date and an opinion of Torys LLP, Canadian counsel for the Underwriters, dated the Closing Date, in each case, in a form satisfactory to the Underwriters.

(e) The Underwriters shall have received, on each of the date hereof and the Closing Date, a letter dated as of the date of hereof and the Closing Date, respectively, in form and substance satisfactory to the Underwriters, from Ernst & Young LLP, an independent registered public accounting firm, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information relating to each of the Company contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than three business days prior to the Closing Date.

(f) The Underwriters shall have received on the date hereof and the Closing Date, a letter dated as of the date of hereof and the Closing Date, in form and substance satisfactory to the Underwriters, from PricewaterhouseCoopers LLP, an independent registered public accounting firm, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements of South Kent Wind LP and Grand Renewable Wind LP, in each case, contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than three business days prior to the Closing Date.

(g) The Underwriters shall have received on the date hereof and the Closing Date, a letter dated as of the date of hereof and the Closing Date, in form and substance satisfactory to the Underwriters, from KPMG LLP, an independent registered public accounting firm, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements of Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC, in each case, contained in the Registration Statement, the Time of Sale Prospectus and the Prospectus provided that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than three business days prior to the Closing Date.

(h) The "lock-up" agreements, each substantially in the form of Exhibit D hereto, addressed to the Representatives and signed by certain shareholders, officers and directors of the Company listed on Schedule V hereto relating to sales and certain other dispositions of Class A Common Stock or certain other securities, shall have been delivered to the Underwriters on or before the date hereof, and shall be in full force and effect on the Closing Date.

(i) The Underwriters shall have received opinions of Blake, Cassels & Graydon LLP, dated the date of the Canadian Preliminary Prospectus and the date of the Canadian Final Prospectus, in form and substance satisfactory to the Underwriters, addressed to the Underwriters, the Company and their respective counsel to the effect that the French language version of each of the Canadian Preliminary Prospectus and the Canadian Final Prospectus (excluding Exhibits to documents incorporated by reference not required to be translated), except for portions thereof (including documents incorporated by reference) translated into the French language by Ernst & Young LLP, PricewaterhouseCoopers LLP and KPMG LLP (collectively, the "**Financial Information**") as to which no opinion need be expressed by such counsel, is, in all material respects, a complete and proper translation of the English language version thereof.

(j) The Underwriters shall have received opinions of Ernst & Young LLP, PricewaterhouseCoopers LLP and KPMG LLP dated the date of the Canadian Preliminary Prospectus and the date of the Canadian Final Prospectus, in form and substance satisfactory to the Underwriters, addressed to the Underwriters, the Company and their respective counsel to the effect that the French language version of the Company's Financial Information translated by Ernst & Young LLP, the South Kent Wind LP and Grand Renewable Wind LP Financial Information translated by PricewaterhouseCoopers LLP and the Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC Financial Information translated by KPMG LLP, respectively (excluding Exhibits to documents incorporated by reference not required to be translated), contained in the Canadian Preliminary Prospectus and the Canadian Final Prospectus includes the same information and, in all material respects, carries the same meaning as the English language version thereof.

(k) The Firm Shares to be sold at Closing shall have been approved for listing on Nasdaq, subject only to official notice of issuance and evidence of satisfactory distribution, and conditionally approved for listing and posting for trading on the TSX, subject only to the satisfaction by the Company of customary conditions imposed by the TSX in similar circumstances.

(l) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Shares; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Shares.

(m) No stop order suspending the effectiveness of the Registration Statement or any part thereof has been issued.

(n) The Company will furnish the Representatives with such conformed copies of such opinions, certificates, letters and documents as the Representatives reasonably request.

The several obligations of the Underwriters to purchase Additional Shares hereunder are subject to the delivery to you on the applicable Option Closing Date of the certificates referred to in Section 5(b) as of the Option Closing Date as if references therein to the Closing Date were references to the Option Closing Date, the comfort letters from Ernst & Young LLP, PricewaterhouseCoopers LLP and KPMG LLP as of the Option Closing Date and such other documents as you may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Shares to be sold on such Option Closing Date and other matters related to the issuance of such Additional Shares.

6. *Covenants of the Company*. In further consideration of the agreements of the Underwriters herein contained, the Company covenants with each Underwriter as follows:

(a) To furnish to you, (i) without charge, six conformed copies of the Registration Statement (including exhibits thereto) and for delivery to each other Underwriter a conformed copy of the Registration Statement (without exhibits thereto); provided that any such document's availability on EDGAR or SEDAR (or, in each case, any successor thereto) shall satisfy the foregoing requirements and (ii) in New York City, Toronto or such other cities as you may reasonably request directly (including with respect to the Canadian Final Prospectus in the English and French languages), without charge, prior to 12:00 p.m. Eastern Time on the business day next succeeding the date of this Agreement or the date of filing thereof (in the case of the Canadian Final Prospectus) and during the period mentioned in Section 6(e) or 6(f) below, as many commercial copies of the Time of Sale Prospectus, the Prospectus and any supplements and amendments thereto or the Registration Statement as you may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Time of Sale Prospectus or the Prospectus, to furnish to you a copy of each such proposed amendment or supplement and not to file any such proposed amendment or supplement to which you reasonably object, and to file with the Commission within the applicable period specified in Rule 424(b) under the Securities Act any prospectus required to be filed pursuant to such Rule.

(c) To furnish to you a copy of each proposed issuer free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed issuer free writing prospectus to which you reasonably object.

(d) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Time of Sale Prospectus is being used to solicit offers to buy the Shares at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Time of Sale Prospectus in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as

a result of which the Time of Sale Prospectus conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Time of Sale Prospectus to comply with the Securities Act or the Exchange Act, as applicable, and the rules and regulations promulgated thereunder, or the Canadian Securities Laws, forthwith to prepare, file with the Commission and the Canadian Securities Commissions, in each case, to the extent required by law and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Time of Sale Prospectus so that the statements in the Time of Sale Prospectus as so amended or supplemented will not, in the light of the circumstances when the Time of Sale Prospectus is delivered to a prospective purchaser, be misleading or so that the Time of Sale Prospectus, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Time of Sale Prospectus, as amended or supplemented, will comply with such applicable law.

(f) The Company will prepare the Canadian Final Prospectus in accordance with the MJDS Rule in a form reasonably approved by the Underwriters, and will file the Canadian Final Prospectus with the Reviewing Authority as soon as possible but not later than 12:00 p.m. Eastern Time on the business day next succeeding the date of this Agreement.

(g) If, during such period after the first date of the public offering of the Shares (or the filing of a Canadian Preliminary Prospectus) as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with the Securities Act or the Exchange Act, as applicable, and the rules and regulations promulgated thereunder, or Canadian Securities Laws, forthwith to prepare, file with the Commission and the Canadian Securities Commissions, in each case, to the extent required by law, and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Shares may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with such applicable law.

(h) To endeavor to qualify the Shares for offer and sale under the securities or blue sky laws of such jurisdictions (that are required for the offer and sale) as you shall reasonably request, provided that, in connection therewith, the Company shall not be required to (i) qualify as a foreign corporation in any jurisdiction in which it would not

otherwise be required to so qualify, (ii) file a general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any jurisdiction in which it would not otherwise be subject.

(i) To make generally available to the Company's shareholders and the Representatives as soon as practicable an earnings statement that will satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(j) To use its best efforts to have the Shares accepted or approved, as the case may be, for listing on Nasdaq in the United States and the TSX in Canada.

(k) To apply the net proceeds from the sale of the Shares as described in each of the Time of Sale Prospectus and the Prospectus under the heading "Use of Proceeds."

(l) To not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Class A Common Stock.

7. *Expenses.*

(a) Whether or not the transactions contemplated in this Agreement are consummated, the Company agrees to pay or cause to be paid all expenses incident to the performance of the Company's obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel, the Company's accountants in connection with the registration, qualification and delivery of the Shares under the Securities Act and Canadian Securities Laws and all other fees or expenses in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and supplements to any of the foregoing, including all printing and translation costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Shares to the Underwriters, including any transfer or other similar taxes (including stamp duty taxes) payable thereon, (iii) the cost of printing or producing any blue sky or Legal Investment memorandum in connection with the offer and sale of the Shares under state securities laws and all expenses in connection with the qualification of the Shares for offer and sale under state and Canadian provincial securities laws as provided in Section 6(h) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Underwriters in connection with such qualification and in connection with the blue sky or Legal Investment memorandum, (iv) all filing fees incident to, and the reasonable and documented fees and disbursements of counsel to the Underwriters in an amount not to exceed $15,000, incurred in connection with the review and qualification of the offering of the Firm Shares by the FINRA, (v) all costs and expenses incident to listing the Shares on Nasdaq and the TSX, (vi) the cost of printing certificates representing the Shares, (vii) the costs and charges of any transfer agent, registrar or

depositary, (viii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show, (ix) all out-of-pocket costs of the Underwriters (other than, for the avoidance of doubt, the fees and disbursements of Underwriters' counsel), including all expenses incurred by the Underwriters in connection with the road show presentations, and (x) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section 7. It is understood, however, that, except as provided in this Section 7, and Sections 10, 11 and 13 hereof, the Underwriters will pay all stock transfer taxes on resale of any of the Shares by them.

(b) If the third anniversary of the initial effective date of the Registration Statement occurs before all the Shares have been sold by the Underwriters, prior to the third anniversary to file a new shelf registration statement and to take any other action necessary to permit the public offering of the Shares to continue without interruption; references herein to the Registration Statement shall include the new registration statement declared effective by the Commission.

8. *Covenants of the Underwriters.*

(a) Each Underwriter severally covenants with the Company that, without the prior consent of the Company and the Representatives, it has not made and will not take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of or used or referred to by such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of such Underwriter; any such free writing prospectus the use of which has been consented to by the Company and the Representatives is listed on Schedule II hereto.

(b) The Underwriters will be permitted to appoint, at their sole expense, other registered dealers or brokers as their agents to assist in the distribution of the Shares in the provinces and territories of Canada (a "**Selling Firm**"). The Underwriters shall, and shall require any Selling Firm to, comply with Canadian Securities Laws in connection with the distribution of the Shares and offer the Shares for sale only in the provinces and territories of Canada directly and through duly appointed Selling Firms upon the terms and conditions set forth in the Prospectus and this Agreement. The Underwriters shall, and shall require any Selling Firm to agree to, offer for sale and sell the Shares only in those jurisdictions where they may be lawfully offered by the Underwriters for sale or sold. Without limiting the generality of the foregoing, no Shares will be offered for sale or sold in any province or territory of Canada by any Canadian Underwriter (as defined below) or any Selling Firm unless such Canadian Underwriter or Selling Firm is duly

registered as a dealer under the Canadian Securities Laws of such province or territory in a category that permits the trade. For the purposes of this Section 8, the Underwriters shall be entitled to assume that the Shares are qualified for distribution in each of the provinces and territories of Canada. For the avoidance of doubt, each of Wells Fargo Securities, LLC, KeyBanc Capital Markets Inc. and SG Americas Securities, LLC is not acting as an underwriter of the Shares in any province or territory of Canada and no action on the part of Wells Fargo Securities, LLC, KeyBanc Capital Markets Inc. or SG Americas Securities, LLC in its capacity as an underwriter of the offering of Shares in the United States will create any impression or support any conclusion that the firm is acting as a Canadian Underwriter of the Shares in any province or territory of Canada.

(c) The obligations of the Underwriters under this Agreement are several and not joint and several, and no Underwriter will be liable for an act, omission, default or conduct by any other Underwriter or any Selling Firm appointed by any other Underwriter.

(d) The Underwriters that are designated as "Canadian Underwriters" on Schedule I hereto (the "**Canadian Underwriters**") shall use their commercially reasonable efforts to complete, and to cause each Selling Firm to complete, the distribution of the Shares as promptly as possible after the Closing Date, and shall, and shall cause each Selling Firm to, after the Closing Date, give prompt written notice to the Company when, in the opinion of the Canadian Underwriters, they have completed distribution of the Shares in the provinces and territories of Canada, including notice of the total proceeds realized or number of Shares sold in each of the provinces and territories of Canada and any other jurisdiction.

9. *Indemnity and Contribution.*

(a) The Company agrees to indemnify and hold harmless each Underwriter, each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, each affiliate of any Underwriter within the meaning of Rule 405 under the Securities Act and each Underwriter's directors, officers and employees (the "**Underwriter Indemnified Parties**"), from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by:

(i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any Time of Sale Prospectus, the Canadian Final Prospectus, any issuer free writing prospectus (taken together with the Time of Sale Prospectus), any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act (taken together with the Time of Sale Prospectus), or the Prospectus or any amendment or supplement thereto;

(ii) in the case of the Registration Statement or any amendment thereof, any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading;

(iii) in the case of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the Canadian Final Prospectus, any issuer free writing prospectus (taken together with the Time of Sale Prospectus), any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act (taken together with the Time of Sale Prospectus), or the Prospectus or any amendment or supplement thereto, (A) any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances under which they were made or (B) any "misrepresentation" or alleged "misrepresentation" as defined under Canadian Securities Laws;

(iv) any order or any inquiry, investigation or proceeding announced, instituted or threatened by any court, securities regulatory authority, stock exchange or by any other competent authority naming an Underwriter as a party, based upon any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation in the Registration Statement or any amendment thereof, any preliminary prospectus, the Time of Sale Prospectus, Canadian Final Prospectus, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, or the Prospectus or any amendment or supplement thereto;

(v) any breach or default under any representation, warranty, covenant or agreement of the Company in this Agreement to or with the Underwriters; or

(vi) the Company failing to comply with any requirement of any securities laws relating to the offering of the Shares.

except, in each case, insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission relating to Underwriters' Disclosure;

(b) Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, the directors, officers, and employees of the Company, and each person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) described in the indemnity contained in subsection (a) of this Section 9, as incurred, but only with respect to untrue statements or omissions or alleged untrue statements or omissions made in the Registration Statement or any amendment thereof, any Time of Sale Prospectus, the Canadian Final Prospectus, any issuer free writing

prospectus, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, or the Prospectus or any amendment or supplement thereto, with reference to information in reliance upon and in conformity with the Underwriters' Disclosure.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 9(a) or 9(b), such person (the "**indemnified party**") shall promptly notify, in writing, the person against whom such indemnity may be sought (the "**indemnifying party**") (but the failure to so notify an indemnifying party shall not relieve such indemnifying party from its obligations hereunder to the extent it was not materially prejudiced as a result thereof and in any event shall not otherwise relieve it from any liability that it may have otherwise than on account of this indemnity agreement), and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay fees and disbursements of such counsel, calculated on a solicitor and his own client basis, related to such proceeding (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below). In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (i) the fees and expenses of more than one separate firm (in addition to any local counsel) for all Underwriter Indemnified Parties and (ii) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Company, its directors, its officers who sign the Registration Statement and each person, if any, who controls the Company within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the Underwriters and such control persons and affiliates of any Underwriters, such firm shall be designated in writing by the Representatives. In the case of any such separate firm for the Company, and such directors, officers and control persons of the Company, such firm shall be designated in writing by the Company. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) Notwithstanding the foregoing, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by this paragraph, such indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 45 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity or contribution could have been sought hereunder by such indemnified party, unless such settlement (x) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and (y) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(e) To the extent the indemnification provided for in Section 9(a) or 9(b) is unavailable for any reason or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the aggregate amount of such losses, liabilities claims, damages or expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Shares pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not available for any reason, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions that resulted in such losses, liabilities claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Shares shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Shares (before deducting expenses) received by each of the Company, on the one hand, and the total underwriting commissions received by the Underwriters, on the other hand, in each case as set forth in the table on the cover of the Time of Sale Prospectus and the Prospectus, bear to the aggregate Public Offering Price of the Shares.

The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, on the one hand,

or by the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission.

(f) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 9 were determined by *pro rata* allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Section 9(e). The aggregate amount of losses, liabilities, claims, damages or expenses incurred by an indemnified party referred to in Section 9(e) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating, preparing or defending any such action or claim. Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the amount by which total underwriting discounts and commissions received by it exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act or Canadian common law or civil law, as applicable) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 9 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity. The Underwriters' respective obligations to contribute pursuant to this Section 9 are several in proportion to the respective number of Shares they have purchased hereunder, and not joint.

(g) The indemnity and contribution provisions contained in this Section 9 and the representations, warranties and other statements of the Company and the Underwriters contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter, any person controlling any Underwriter or any affiliate of any Underwriter or the Company and (iii) acceptance of and payment for any of the Shares.

10. *Termination.*

(a) In addition to any other remedies which may be available to the Underwriters, the Representatives on behalf of the Underwriters shall be entitled to terminate and cancel their obligations under this Agreement, by notice given to the Company, if, after the execution and delivery of this Agreement and prior to the Closing Date: (i) any inquiry, investigation or other proceeding is commenced or any order is issued under or pursuant to any statute of the United States, Canada or of any state, province or territory thereof or otherwise (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Underwriters or the Selling Firms), or there is any change of law, or the interpretation or administration thereof, which in the reasonable opinion of the Representatives operates to prevent or restrict the

trading or the distribution of the Shares, (ii) there shall occur or be discovered by the Representatives any material change in the financial condition, assets, liabilities, business, affairs or operations of the Company and its subsidiaries (taken as a whole), which, in the Underwriters' reasonable opinion, makes it impracticable or inadvisable to proceed with the offer, sale or delivery of the Shares on the terms and in the manner contemplated by the Time of Sale Prospectus and the Prospectus, (iii) there has occurred any material change in the state of the financial markets, which, in the Representatives' reasonable opinion, makes it impracticable or inadvisable to proceed with the offer, sale or delivery of the Shares on the terms and in the manner contemplated by the Time of Sale Prospectus; (iv) there shall occur or have been announced any change or proposed change in the federal income tax laws of Canada or the United States, the regulations thereunder, current administrative decisions or practices or court decisions, any other applicable rules or the interpretation or administration thereof which, in any such case, in the Representatives' reasonable opinion, could be expected to have a Material Adverse Effect on the market price or value of the Shares, (v) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, Nasdaq or the TSX, (vi) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (vii) a material disruption in commercial banking or securities settlement, payment or clearance services in the United States or Canada shall have occurred, (viii) any moratorium on commercial banking activities shall have been declared by Federal, New York State or Canadian authorities or (ix) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets, currency exchange rates or controls or any calamity or crisis that, in the Representatives' judgment, is material and adverse and which, singly or together with any other event specified in this clause (ix), makes it, in the Representatives' judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Shares on the terms and in the manner contemplated in the Time of Sale Prospectus or the Prospectus.

(b) If the Underwriters terminate their obligations hereunder pursuant to this Section 10, the Company's only obligation to the Underwriters hereunder shall be limited to the Company's obligations under Section 9 and payment of expenses referred to in Section 7 hereof.

11. *Reliance on the Representatives*. All steps or other actions which must or may be taken by the Underwriters in connection with this Agreement shall be taken by the Representatives, with the exception of matters contemplated by Sections 2, 9, and 12 on the Underwriters' behalf, and the execution of this Agreement by the Underwriters shall constitute the authority of the Company for accepting notification of any such steps or other actions from the Representatives.

12. *Effectiveness; Defaulting Underwriters*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

(a) If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Shares that it has or they

have agreed to purchase hereunder on such date, and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one-tenth of the aggregate number of the Shares to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Shares set forth opposite their respective names in Schedule I bears to the aggregate number of Firm Shares set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as you may specify, to purchase the Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; provided that in no event shall the number of Shares that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 12 by an amount in excess of one-ninth of such number of Shares without the written consent of such Underwriter. If, on the Closing Date, (i) any Underwriter or Underwriters shall fail or refuse to purchase Firm Shares and the aggregate number of Firm Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Firm Shares to be purchased on such date and (ii) arrangements satisfactory to you and the Company for the purchase of such Firm Shares are not made within 24 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Time of Sale Prospectus, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Shares and the aggregate number of Additional Shares with respect to which such default occurs is more than one-tenth of the aggregate number of Additional Shares to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Shares to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional Shares that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

(b) If any Underwriter defaults pursuant to this Section 12, the Company shall not be obligated to reimburse such defaulting Underwriter for its out-of-pocket expenses.

13. *Relationship with TMX Group Limited*. Each of Scotia Capital Inc. and CIBC World Markets Inc., or an affiliate thereof, owns or controls an equity interest in TMX Group Limited (the "**TMX Group**") and has a nominee director serving on the TMX Group's board of directors. As such, each such investment dealer may be considered to have an economic interest in the listing of securities on any exchange owned or operated by TMX Group, including the TSX, the TSX Venture Exchange and the Alpha Exchange. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of any such dealer supplying or continuing to supply a product or service.

14. *Entire Agreement*. This Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Agreement) that relate to the offering of the Shares, represents the entire agreement between the Company and the Underwriters with respect to the preparation of any preliminary prospectus, the Time of Sale Prospectus, the Prospectus, the conduct of the offering, and the purchase and sale of the Shares.

15. *Submission to Jurisdiction*. The Underwriters and the Company irrevocably submit to the non-exclusive jurisdiction of any New York State or United States Federal court sitting in The City of New York over any suit, action or proceeding arising out of or relating to this Agreement, the Prospectus, the Registration Statement, or the offering of the Shares. The Underwriters and the Company irrevocably waive, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.

The Company acknowledges that in connection with the offering of the Shares to be sold by such party: (i) the Underwriters have acted at arm's length, are not agents of, and have assumed no, and owe no fiduciary duties to, the Company, (ii) the Underwriters owe the Company only those duties and obligations set forth in this Agreement and prior written agreements (to the extent not superseded by this Agreement), if any, and (iii) the Underwriters may have interests that differ from those of the Company. The Company waives to the full extent permitted by applicable law any claims they may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the Shares.

16. *Judgment Currency*. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder into any currency other than United States dollars, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Underwriters could purchase United States dollars with such other currency in The City of New York on the business day preceding that on which final judgment is given. The obligation of the Company with respect to any sum due from it to any Underwriter or any person controlling any Underwriter shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first business day following receipt by such Underwriter or controlling person of any sum in such other currency, and only to the extent that such Underwriter or controlling person may in accordance with normal banking procedures purchase United States dollars with such other currency. If the United States dollars so purchased are less than the sum originally due to such Underwriter or controlling person hereunder and the Company agree as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter or controlling person against such loss. If the United States dollars so purchased are greater than the sum originally due to such Underwriter or controlling person hereunder, such Underwriter or controlling person agrees to pay to the Company an amount equal to the excess of the dollars so purchased over the sum originally due to such Underwriter or controlling person hereunder.

17. *Counterparts*. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

18. *Applicable Law*. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

19. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

20. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by facsimile or email to the following addresses:

in the case of the Company:

Pier 1, Bay 3
San Francisco, CA 94111
Attention: General Counsel
Fax Number: (415) 362-7900
Email Address: generalcounsel@patternenergy.com

in the case of BMO Capital Markets Corp.:

BMO Capital Markets Corp.
3 Times Square, 27th Floor
New York, NY, 10036
Attention: Michael Starzan
Fax Number: (212) 885-4165
Email Address: michael.starzan@bmo.com

in the case of Merrill Lynch, Pierce, Fenner & Smith Incorporated:

Merrill Lynch at One Bryant Park
New York, New York 10036
Attention of Syndicate Department (facsimile: (646) 855-3073), with a copy to ECM
Legal (facsimile: (212) 230-8730)

in the case of Citigroup Global Markets Inc.:

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel
Facsimile number 1-646-291-1469

in the case of Morgan Stanley & Co. LLC:

Morgan Stanley & Co. LLC
1585 Broadway, 32nd Floor
New York, NY 10036
Attention: Equity Syndicate Desk, with a copy to the Legal Department

in the case of RBC Dominion Securities Inc.:

RBC Dominion Securities Inc.
200 Bay Street, 4th Floor
Royal Bank Plaza, South Tower
Toronto, ON M5J 2W7
Attention: Robert Nicholson
Fax Number: (416) 842-5366
Email Address: robert.nicholson@rbccm.com

in the case of KeyBanc Capital Markets Inc.:

KeyBanc Capital Markets Inc.
127 Public Square
Cleveland, OH 44114 Attention: Daniel Brown
Email Address: Daniel.brown@key.com

in the case of Scotia Capital (USA) Inc.:

Scotial Capital (USA) Inc.
250 Vesey Street
24th Floor
New York, New York 10281
Attention: Josh Weismer
Fax Number: (212) 225-6653
Email Address: josh.weismer@scotiabank.com

in the case of CIBC World Markets Inc.:

CIBC World Markets Inc.
161 Bay St, 4th Floor
Toronto, ON M5J2S8
Attention: Sid Ramanathan
Fax #: 416-594-7765
Email: Sid.Ramanathan@cibc.com

in the case of Wells Fargo Securities, LLC:

Wells Fargo Securities, LLC
Seagram's Building
375 Park Avenue, 4th Floor
New York, NY 10152
Attention: Eric Fornell
Fax Number: (212) 214-5918
Email Address: eric.fornell@wellsfargo.com

in the case of Raymond James Ltd.:

Raymond James Ltd.
40 King Street West, Suite 5300
Toronto, ON M5H 3Y2
Attention: Jimmy Leung
Fax Number: (416) 777-7114
Email Address: jimmy.leung@raymondjames.ca

in the case of SG Americas Securities, LLC:

SG Americas Securities, LLC
245 Park Avenue
New York, NY 10167
Fax - (212) 278-4298
Email - david.getzler@sgcib.com

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

PATTERN ENERGY GROUP INC.

By: /s/ Michael J. Lyon
Name: Michael J. Lyon
Title: Chief Financial Officer

Dated: July 22, 2015

Accepted for themselves and
on behalf of the several
Underwriters listed
in Schedule I hereto.

BMO CAPITAL MARKETS CORP.

By: /s/ Michael Starzan
Authorized Signatory

MERRILL LYNCH, PIERCE FENNER & SMITH
INCORPORATED

By: /s/ Prasanth Rao-Kathi
Authorized Signatory

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Greg Kantrowitz
Authorized Signatory

SCHEDULE I

Underwriters

Securities to be sold by the Company

Name	Number of Firm Shares
BMO Capital Markets Corp.†; BMO Nesbitt Burns Inc.*	1,114,175
Merrill Lynch, Pierce, Fenner & Smith Incorporated†; Merrill Lynch Canada Inc.*	1,114,175
Citigroup Global Markets Inc. †; Citigroup Global Markets Canada Inc.*	1,114,175
Morgan Stanley & Co. LLC†; Morgan Stanley Canada Limited*	543,500
RBC Capital Markets, LLC†; RBC Dominion Securities Inc.*	543,500
KeyBanc Capital Markets Inc.†	326,100
Scotia Capital (USA) Inc. †; Scotia Capital Inc.*	135,875
CIBC World Markets Corp. †; CIBC World Markets Inc.*	135,875
Wells Fargo Securities, LLC†	135,875
Raymond James (USA) Ltd.†; Raymond James Ltd.*	135,875
SG Americas Securities, LLC†	135,875
Total	5,435,000

† Denotes U.S. Underwriter
* Denotes Canadian Underwriter

SCHEDULE II

1. Base Prospectus dated October 8, 2014 relating to the Shelf Securities.
2. Preliminary Prospectus Supplement issued July 21, 2015 relating to the Shares.
3. Issuer free writing prospectuses: None.
4. Pricing Information (in USD):

	Per Share	Without Over-allotment Total	With Over-allotment Total
Public Offering Price	$ 23.00	$ 125,005,000	$ 143,755,750
Underwriting Commissions	$ 0.6325	$ 3,437,637.50	$ 3,953,283.13
Proceeds to the Company (before expenses)	$22.3675	$121,567,362.50	$139,802,466.87

SCHEDULE III

Company Subsidiaries

Entity	Ownership Interest
Grand Renewable Wind GP Inc.	50%
Grand Renewable Wind LP	45%
Hatchet Ridge Holdings LLC	100%
Hatchet Ridge Wind, LLC	100%
Logan's Gap B Member LLC	100%
Logan's Gap Holdings LLC	100%
Logan's Gap Wind LLC	100%
Nevada Wind Holdings LLC	100%
Ocotillo Express LLC	100%
Ocotillo Wind Holdings LLC	100%
Parque Eólico El Arryán SpA	70%
Pattern Canada Finance Company ULC	100%
Pattern Canada Operations Holdings ULC	100%
Pattern Chile Holdings LLC	100%
Pattern Chile Holdings SpA	100%
Pattern Chile Operators SpA	100%
Pattern El Arrayan Chile SpA	100%
Pattern El Arrayan Holding Limitada	100%
Pattern Finance Chile LLC	100%
Pattern Gulf Wind Equity LLC	100%
Pattern Gulf Wind Holdings LLC	40%
Pattern Gulf Wind LLC	40%
Pattern Operators Canada ULC	100%
Pattern Operators GP LLC	100%
Pattern Operators LP	100%
Pattern Operators Puerto Rico LLC	100%
Pattern Santa Isabel LLC	100%
Pattern St. Joseph Holdings Inc.	100%
Pattern US Finance Company LLC	100%
Pattern US Operations Holdings LLC	100%
Santa Isabel Holdings LLC	100%
South Kent Wind GP Inc.	50%
South Kent Wind LP	50%

Entity	Ownership Interest
Spring Valley Wind LLC	100%
St. Joseph Windfarm Inc.	100%
Panhandle B Holdco LLC	100%
Panhandle B Member LLC	100%
Panhandle B Member 2 LLC	100%
Panhandle Wind Holdings LLC	100%
Panhandle Wind Holdings 2 LLC	81%
Pattern Panhandle Wind LLC	79%
Pattern Panhandle Wind 2 LLC	81%
Lost Creek Wind Finco, LLC	100%
Lost Creek Wind Holdco, LLC	100%
Lost Creek Wind, LLC	100%
Lincoln County Wind Project Holdco, LLC	100%
Post Rock Wind Power Project, LLC	100%
K2 Wind Ontario Limited Partnership	33% LP Interest 0.0033% GP Interest
K2 Wind Ontario Inc.	33%
Fowler Ridge IV B Member LLC	100%
Fowler Ridge IV Wind LLC	100%

SCHEDULE IV

Covered Agreements

1. Bilateral Management Services Agreement by and among the Company and PEG LP dated as of October 2, 2013
2. First Amendment to Bilateral Management Services Agreement dated as of July 3, 2015 by and among the Company and Pattern Energy Group LP
3. Contribution Agreement by and among the Company, Pattern Renewables LP and PEG LP
4. Purchase Rights Agreement by and among PEG LP, the Company, Pattern Energy Group Holdings LP and Pattern Energy GP LLC
5. Non-Competition Agreement by and between the Company and PEG LP
6. Registration Rights Agreement between the Company and PEG LP
7. Participation Agreement A, dated as of December 14, 2010, among Hatchet Ridge Wind, LLC, as Facility Lessee, Hatchet Ridge Wind 2010-A, as Owner Lessor, Wells Fargo Delaware Trust Company, National Association, as Owner Trustee, MetLife Renewables Holding, LLC, as Owner Participant, Wilmington Trust Company, as Indenture Trustee, and Crédit Agricole CIB, as PPA LOC Provider.
8. Participation Agreement B, dated as of December 14, 2010, among Hatchet Ridge Wind, LLC, as Facility Lessee, Hatchet Ridge Wind 2010-B, as Owner Lessor, Wells Fargo Delaware Trust Company, National Association, as Owner Trustee, MetLife Renewables Holding, LLC, as Owner Participant, Wilmington Trust Company, as Indenture Trustee, and Crédit Agricole CIB, as PPA LOC Provider.
9. Power Purchase and Sale Agreement, dated as of November 20, 2008, between Pacific Gas and Electric Company and Hatchet Ridge Wind, LLC, as amended by that certain Letter Agreement, dated as of March 30, 2009, and as further amended by that certain Letter Agreement, dated as of June 12, 2009.
10. Credit Agreement, dated as of February 24, 2010, among Pattern Gulf Wind LLC, as Borrower, Mizuho Corporate Bank, Ltd., acting through its New York Branch, as Administrative Agent for the Lenders, Collateral Agent for the Secured Parties, Joint Lead Arranger and Joint Bookrunner, Banco Espirito Santo, S.A., acting through its New York Branch, as Joint Lead Arranger and Joint Lead Bookrunner, Bayerische Landesbank, acting through its New York Branch, as Joint Lead Arranger and Joint Lead Bookrunner, Commerzbank AG, acting through its New York and Grand Cayman Branches, as Joint Lead Arranger and Joint Lead Bookrunner, HSH Nordbank AG, New York Branch, as Joint Lead Arranger and Joint Lead Bookrunner, ING Capital LLC, as Joint Lead Arranger and Joint Lead Bookrunner, and the lenders from time to time party thereto, as amended by Amendment No. 1 to Credit Agreement, dated as of March 12, 2010, as further amended by Consent and Amendment No. 2, dated as of September 3, 2010, and as further amended by Consent and Amendment No. 3, dated as of July 29, 2011.

11. ISDA Master Agreement, dated as of March 16, 2010, between Pattern Gulf Wind LLC and Credit Suisse Energy LLC.

12. Schedule to the 1992 Master Agreement, dated as of March 16, 2010, between Pattern Gulf Wind LLC and Credit Suisse Energy LLC.

13. Power Purchase and Operating Agreement, dated as of June 11, 2010, between Pattern Santa Isabel LLC and the Puerto Rico Electric Power Authority, as amended by Amendment No. 1, dated as of August 29, 2012.

14. Financing Agreement, dated as of October 6, 2011, among Pattern Santa Isabel LLC, as Borrower, Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent and Siemens Financial Services, Inc. and the other financial institutions from time to time party thereto, as Lenders.

15. Financing Agreement, dated as of August 24, 2011, among Spring Valley Wind LLC, as Borrower, Crédit Agricole Corporate and Investment Bank, as Administrative Agent, Co-Bookrunner, Joint Lead Arranger, LC Issuer and Lender, Union Bank, N.A., as Collateral Agent, Co-Bookrunner, Joint Lead Arranger, Syndication Agent and Lender, and Siemens Financial Services, Inc. and the other Lenders party thereto.

16. Long-Term Firm Portfolio Energy Credit and Renewable Power Purchase Agreement, dated as of January 28, 2010, as amended by the First Amendment, dated as of August 6, 2010, and the Second Amendment, dated as of October 13, 2010, between Nevada Power Company (d/b/a NV Energy) and Spring Valley Wind LLC.

17. Amended Credit and Security Agreement, dated as of April 4, 2011, between The Manitoba Hydro-Electric Board, as Lender, and St. Joseph Windfarm Inc., as Borrower.

18. Power Purchase Agreement for Wind Generated Energy, dated as of March 18, 2010, between The Manitoba Hydro-Electric Board (Power Supply Business Unit) and St. Joseph Windfarm Inc.

19. Power Purchase Agreement, dated as of February 1, 2011, between Ocotillo Express LLC and San Diego Gas & Electric Company, as amended by the First Amendment, dated as of September 28, 2011, as further amended by the Second Amendment, dated as of February 14, 2012, and as further amended by the Third Amendment, dated as of September 14, 2012.

20. Financing Agreement, dated as of October 11, 2012, among Ocotillo Express LLC, a Delaware limited liability company, as Borrower, Deutsche Bank Trust Company Americas, Trust and Agency Services, as Administrative Agent and Collateral Agent, Deutsche Bank Trust Company Americas, as a Co-Structuring Bank, a Joint Bookrunner, a Mandated Lead Arranger, and the Hedging Coordinator, Royal Bank of Canada, as a Co-Structuring Bank, a

Joint Bookrunner, a Mandated Lead Arranger, and the PPA LC Issuing Bank, The Royal Bank of Scotland PLC, as a Mandated Lead Arranger and the DSR LC Issuing Bank, Keybank National Association, as a Mandated Lead Arranger, SG Americas Securities, LLC, as a Mandated Lead Arranger, Societe Generale, as the O&M LC Issuing Bank, Norddeutsche Landesbank Girozentrale, New York Branch, as a Mandated Lead Arranger, North American Development Bank, as a Mandated Lead Arranger and the NADB Tranche Lender, and the other lenders party thereto, as amended by that certain Waiver and Amendment No. 1, dated as of August 21, 2013.

21. Power Purchase Agreement, dated as of August 2, 2011, between South Kent Wind LP and Ontario Power Authority, as amended by the Contract Amendment Agreement, dated as of January 28, 2013.

22. Credit Agreement, dated as of May 3, 2012, among Parque Eólico El Arrayán SpA, as the Borrower, the Bank of Tokyo-Mitsubishi UFJ, Ltd., as a Mandated Lead Arranger, Administrative Agent, and an Issuing Bank, Sumitomo Mitsui Banking Corporation, as a Mandated Lead Arranger, the initial EKF Tranche Lender, the EKF Facility Agent and an Issuing Bank, Crédit Agricole Corporate & Investment Bank, as a Mandated Lead Arranger and an Issuing Bank, the Bank of Tokyo-Mitsubishi UFJ, Ltd., Santiago branch, as the Onshore Collateral Agent for the Secured Parties, Union Bank, N.A., as Offshore Collateral Agent for the Secured Parties, and Eksportlaaneordningen (the Export Credit Arrangement), as the successor EKF Tranche Lender, and the lenders from time to time party thereto, as amended by that certain Amendment No. 1, dated as of June 17, 2012, as further amended by that certain Amendment No. 2, dated as of June 30, 2012, and as further amended by that certain Consent and Amendment No. 3, dated as of September 20, 2012.

23. Purchase and Sale Agreement, dated as of December 20, 2013, by and between Pattern Canada Operations Holdings ULC and Pattern Energy Group LP (Grand PSA).

24. Purchase and Sale Agreement, dated as of May 1, 2014, by and among Pattern Energy Group Inc., Pattern Renewables LP and Pattern Energy Group LP (PH1 PSA)

25. Purchase and Sale Agreement, dated as of December 20, 2013, by and among Pattern Energy Group Inc., Panhandle B Holdco 2 LLC and Pattern Energy Group LP (PH2 PSA).

26. Management, Operation and Maintenance Agreement, dated as of December 20, 2013, by and between Pattern Panhandle Wind 2 LLC and Pattern Operators LP (PH2 MOMA).

27. Project Administration Agreement, dated as of December 20, 2013, by and between Pattern Panhandle Wind 2 LLC and Pattern Operators LP (PH2 PAA).

28. Amended And Restated Credit And Guaranty Agreement, dated as of December 17, 2014, among Pattern US Finance Company LLC, Pattern Canada Finance Company ULC, certain subsidiaries of Pattern US Finance Company LLC, certain subsidiaries of Pattern Canada Finance Company ULC, the lenders from time to time party thereto, Royal Bank Of Canada (acting through its New York branch), as Swingline Lender, Royal Bank Of Canada (acting

through its New York branch), as Administrative Agent, Royal Bank Of Canada (acting through its New York branch), as Collateral Agent, Royal Bank Of Canada, Bank Of Montreal, Morgan Stanley Bank, N.A. and Citibank, N.A., each as LC Issuing Bank, Bank Of Montreal, as Syndication Agent, and Morgan Stanley Senior Funding, Inc., as Documentation Agent.

29. Purchase and Sale Agreement, dated as of December 19, 2014, by and between Pattern Energy Group Inc., as Purchaser, Pattern Renewables LP, as Seller, and (solely for purposes of Section 7.1) Pattern Energy Group LP, as Guarantor.

30. Management, Operation and Maintenance Agreement, dated as of December 19, 2014, by and between Logan's Gap Wind LLC and Pattern Operators LP (Logan's Gap MOMA).

31. Project Administration Agreement, dated as of December 19, 2014, by and between Logan's Gap Wind LLC and Pattern Operators LP (Logan's Gap PAA).

32. Power Purchase Agreement, dated as of October 17, 2013, by and between Logan's Gap Wind I, LLC and Wal-Mart Stores, Inc., as amended by the First Amendment dated June 18, 2014 and as further amended by the Second Amendment dated December 9, 2014 (Logan's Gap PPA).

33. Construction Loan Financing Agreement, dated as of December 19, 2014, among Logan's Gap Wind LLC, Citibank, N.A., as Mandated Lead Arranger, MUFG Union Bank, N.A., as Administrative Agent, Société Générale, as Issuing Bank and Mandated Lead Arranger, Keybank National Association, as Mandated Lead Arranger and other lenders party thereto.

34. Purchase and Sale Agreement, dated as of April 29, 2015, by and among Pattern Energy Group Inc. and Pattern Renewables Development Company LLC and (solely for purposes of Section 7.1) Pattern Energy Group LP

35. Purchase and Sale Agreement, dated as of April 1, 2015, by and between Wind Capital Group, LLC, Lincoln County Wind Project Finco, LLC and Pattern Energy Group Inc.

36. Purchase and Sale Agreement, dated as of April 4, 2015, by and among Pattern Canada Finance Company ULC and Pattern Energy Group LP.

37. Financing Agreement, dated as of April 29, 2015, by and among Fowler Ridge IV Wind Farm LLC, as Borrower, Siemens Financial Services Inc., Keybank National Association, and the other lenders from time to time parties thereto, as Lenders, and Keybank National Association, as Administrative Agent.

38. Project Administration Agreement, dated as of April 29, 2015, by and between Fowler Ridge IV Wind Farm LLC and Pattern Operators LP.

39. Management, Operation and Maintenance Agreement, dated as of April 29, 2015, by and between Fowler Ridge IV Wind Farms LLC and Pattern Operators LP.

40. Credit Agreement, dated as of March 20, 2014, by and among K2 Wind Ontario Limited Partnership, as Borrower, and K2 Wind Ontario Inc., as Guarantor, and Mizuho Bank, Ltd., as Administrative Agent, and Mizuho Bank, Ltd., Canada Branch, as Collateral Agent and Account Bank, and Mizhuho Bank, Ltd., The Bank of Tokyo-Mitsubishi UFJ, Ltd. and Union Bank, N.A., as Joint Bookrunners, and the several Mandated Lead Arrangers and Lenders thereto.

41. Amendment No. 1 to Amended and Restated Credit and Guaranty Agreement, dated as of June 12, 2015, by and among Pattern US Finance Company LLC, Pattern Canada Finance Company LLC, Royal Bank of Canada, as Administrative Agent, and the other parties thereto.

42. Management, Operation, and Maintenance Services Agreement, dated as of March 20, 2014, by and between Pattern Operators Canada ULC and K2 Wind Ontario Limited Partnership.

43. K2 Wind Project Power Purchase Agreement, dated as of August 3, 2011, by and between Ontario Power Authority and K2 Wind Ontario Limited Partnership.

44. Amended and Restated Credit Agreement, dated as of April 5, 2011, by and among, Lost Creek Wind, LLC, as Borrower, Various Financial Institutions, as Lenders, Norddeutsche Landesbank Girozentrale, New York Branch, as Collateral Agent, Norddeutsche Landesbank Girozentrale, New York Branch, as Administrative Agent, and the other parties thereto.

45. Operation and Maintenance Management Agreement, dated as of October 22, 2009, by and between Lost Creek Wind, LLC and WCG Asset Operations, LLC.

46. Wind Generation Purchase Agreement, dated as of December 16, 2008, by and between Associated Electric Cooperative, Inc. and Lost Creek Wind, LLC.

47. Amendment to Purchase Agreement, dated as of December 30, 2011, by and among Lincoln County Wind Project Holdings, LLC, Hillard Energy, Ltd., Skyward Energy, Ltd., and Post Rock Wind Power Project, LLC.

48. Operation and Maintenance Management Agreement, Dated as of December 30, 2011, by and between Post Rock Wind Power Project, LLC and WCG Asset Operations.

49. Construction Loan Agreement, dated as of December 30, 2011, by and among Post Rock Wind Power Project, LLC, as Borrower, Various Financial Institutions, as Lenders, Bayerische Landesbank, New York Branch, as Co-Bookrunner, Mandated Lead Arranger, the Collateral Agent and the Administrative Agent, Cooperative Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank Nederland”, New York Branch, as Co-Bookrunner, Mandated Lead Arranger and the Documentation Agent, and Norddeutsche Landesbank Girozentrale, New York Branch and Union Bank, N.A., as Co-Syndication Agents and Mandated Lead Arrangers.

50. ISDA Master Agreement, dated as of December 30, 2011, by and between Bayerische Landesbank, New York Branch, and Lincoln County Wind Project Holdco, LLC.

51. ISDA Master Agreement, dated as of December 30, 2011, by and between Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank International” and Lincoln County Wind Project Holdco, LLC.

52. Renewable Energy Purchase Agreement, date as of December 6, 2010, by and between Post Rock Wind Power Project, LLC and Westar Energy Inc.

53. Purchase Agreement, dated as of July 14, 2015, by and between Metlife Capital and Pattern Gulf Wind Equity LLC.

54. Purchase Agreement, dated as of July 20, 2015, by and between Pattern Gulf Wind Equity 2 LLC and Pattern Gulf Wind Equity LLC.

55. Amendment Number 1 to Purchase and Sale Agreement, dated as of February 27, 2015, by and among Pattern Energy Group Inc., Pattern Renewables LP and Pattern Energy Group LP.

SCHEDULE V

1. List of Persons Subject to Lock-up

Michael M. Garland

Hunter H. Armistead

Daniel M. Elkort

Michael J. Lyon

Esben W. Pedersen

Eric S. Lillybeck

Dean S. Russell

Christopher M. Shugart

Dyann S. Blaine

Michael B. Hoffman

The Lord Browne of Madingley

Douglas G. Hall

Patricia M. Newson

Alan R. Batkin

Patricia Bellinger

Pattern Renewables LP

Pattern Energy Group LP

Exhibit A

Form of Opinion of Blake, Cassels & Graydon LLP, Canadian counsel for the Company

i. The issuance of the Firm Shares and sale of the Shares to the Underwriters in accordance with the provisions of the Underwriting Agreement, the execution and delivery of the Underwriting Agreement by the Company and the performance by the Company of the terms of its obligations under the Underwriting Agreement, do not conflict with, and will not result in any breach or violation of, any of the provisions of the laws of Ontario or the federal laws of Canada applicable to the Company.

ii. All necessary documents have been filed, all requisite proceedings have been taken and all other legal requirements as are necessary under Applicable Securities Laws have been fulfilled by the Company to qualify the distribution and sale of the Shares to the public in each of British Columbia, Alberta, Ontario and Quebec, by or through registrants registered in the appropriate category under the applicable securities legislation, rules and regulations of the provinces of British Columbia, Alberta, Ontario and Québec ("**Applicable Securities Laws**") who have complied with the relevant provisions of such Applicable Securities Laws and the terms and conditions of their registration.

iii. The statements set out in the Canadian Final Prospectus dated July 22, 2015 relating to the offering of the Shares under the headings "Material Canadian Federal Income Tax Considerations for Holders of our Class A Common Stock" and "Eligibility for Investment", subject to the limitations, assumptions and qualifications and relying upon the matters set out therein, insofar as they purport to describe the provisions of the laws referred to therein, are accurate and fair summaries of the provisions described therein.

iv. The statements in the Time of Sale Prospectus and the Canadian Final Prospectus under the heading "Business – Regulatory Matters – Environmental Permitting – Canada", insofar as they purport to describe the provisions of the laws referred to therein, are accurate, complete and fair, subject to the limitations and qualifications stated or referred to in the Time of Sale Prospectus and the Canadian Final Prospectus.

v. The Canadian Final Prospectus (excluding the financial statements, schedules and other financial data included or incorporated therein or omitted therefrom, as to which we express no opinion), appears on its face to be appropriately responsive in all material respects to the requirements of Applicable Securities Laws applicable in the Province of Ontario.

The Company will deliver to the Underwriters an opinion equivalent to that referred to in paragraph ii, above, in respect of the Canadian provinces and territories other than Alberta, British Columbia, Ontario and Québec. In rendering such opinions, Blake, Cassels & Graydon LLP may rely as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and public officials.

Exhibit B

Form of Opinion of Davis Polk & Wardwell LLP, U.S. counsel for the Company

[●], 2015

BMO Capital Markets Corp.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Citigroup Global Markets Inc.

as Representatives of the several Underwriters named in
Schedule I to the Underwriting Agreement referred to below

c/o BMO Capital Markets Corp.
3 Times Square, 27th Floor
New York, New York 10036

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

We have acted as special counsel for Pattern Energy Group Inc., a Delaware corporation (the "Company"), in connection with the Underwriting Agreement dated July 22, 2015 (the "Underwriting Agreement") with you and the other several Underwriters named in Schedule I thereto, under which you and such other Underwriters have severally agreed to purchase from the Company an aggregate of [●] shares (the "Shares") of its Class A common stock, par value $0.01 per share ("Class A Common Stock"). [The Shares include [●] shares of Class A Common Stock to be purchased pursuant to the over-allotment option provided for by the Underwriting Agreement.]

We have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

We have also participated in the preparation of the Company's registration statement on Form S-3 (File No. 333-199217) (other than the documents incorporated by reference therein (the "Incorporated Documents")) filed with the Securities and Exchange Commission (the "Commission") pursuant to the provisions of the Securities Act of 1933, as amended (the "Act"), relating to the registration of securities (the "Shelf Securities") to be issued from time to time by the Company and have participated in the

preparation of the preliminary prospectus supplement dated July 21, 2015 relating to the Shares and the prospectus supplement dated July 22, 2015 relating to the Shares (the "Prospectus Supplement"), and have reviewed the Incorporated Documents. The registration statement became effective under the Act upon the filing of the registration statement with the Commission on October 8, 2014 pursuant to Rule 462(e). To our knowledge, no stop order suspending the effectiveness of the registration statement has been issued. The registration statement at the date of the Underwriting Agreement, including the Incorporated Documents and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Act, is hereinafter referred to as the "Registration Statement," and the related prospectus (including the Incorporated Documents) dated October 8, 2014 relating to the Shelf Securities is hereinafter referred to as the "Basic Prospectus." The Basic Prospectus, as supplemented by the Prospectus Supplement, in the form first used to confirm sales of the Shares (or in the form first made available by the Company to the Underwriters to meet requests of purchasers of the Shares under Rule 173 under the Act), is hereinafter referred to as the "Prospectus."

In rendering the opinions expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all documents filed with or submitted to the Commission through its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting, (iv) all signatures on all documents that we reviewed are genuine, (v) all natural persons executing documents had and have the legal capacity to do so, (vi) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vii) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, we are of the opinion that:

1. The Company is validly existing as a corporation in good standing under the laws of the State of Delaware, and the Company has corporate power and authority to enter into the Underwriting Agreement and to perform its obligations thereunder.

2. The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

3. The Shares to be sold by the Company have been duly authorized and, when issued and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, will be validly issued, fully paid and non-assessable, and the issuance of such Shares is not subject to any preemptive or, to our knowledge, other similar rights.

4. The Company is not, and after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

5. The Company's authorized equity capitalization is as set forth in the Prospectus.

6. The execution and delivery by the Company of, and the performance by the Company of its obligations under, the Underwriting Agreement will not contravene (i) any provision of the laws of the State of New York or any federal law of the United States of America that in our experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Underwriting Agreement, or the General Corporation Law of the State of Delaware, provided that we express no opinion as to federal or state securities laws, (ii) the certificate of incorporation or by-laws of the Company, or (iii) any agreement identified on Schedule A hereto.

7. No consent, approval, authorization, or order of, or qualification with, any governmental body or agency under the laws of the State of New York or any federal law of the United States of America that in our experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Underwriting Agreement, or the General Corporation Law of the State of Delaware, is required for the execution, delivery and performance by the Company of its obligations under the Underwriting Agreement, except such as may be required under federal or state securities or Blue Sky laws as to which we express no opinion.

We have considered the statements included in the Prospectus under the caption "Description of Capital Stock" insofar as they summarize provisions of the certificate of incorporation and by-laws of the Company, the General Corporation Law of the State of Delaware or the federal laws of the United States of America. In our opinion, such statements fairly summarize these provisions in all material respects. The statements included in the Prospectus under the caption "Material U.S. Federal Income Tax Considerations for Non-U.S. Holders of Our Class A Common Stock," insofar as they purport to describe provisions of U.S. federal income tax laws or legal conclusions with respect thereto, in our opinion fairly and accurately summarize the matters referred to therein in all material respects.

We are members of the Bar of the State of New York, and the foregoing opinion is limited to the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware, except that we express no opinion as to any law, rule or regulation that is applicable to the Company, the Underwriting Agreement, the Shares or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to the Underwriting Agreement or any of its affiliates due to the specific assets or business of such party or such affiliate.

This opinion is rendered solely to you and the other several Underwriters in connection with the Underwriting Agreement. This opinion may not be relied upon by you or the several other Underwriters for any other purpose or relied upon by any other person (including any person acquiring Shares from you or the other several Underwriters) or furnished to any other person without our prior written consent.

Very truly yours,

Schedule A

1. Amended and Restated Credit and Guaranty Agreement, among Pattern US Finance Company LLC, Pattern Canada Finance Company ULC, as borrowers, certain subsidiaries of the borrowers, the lenders party thereto from time to time, Royal Bank of Canada, as Swingline Lender, Administrative Agent and Collateral Agent, Bank of Montreal, as Syndication Agent, and Morgan Stanley Senior Funding, Inc., as Documentation Agent, dated as of December 17, 2014.
2. Amendment No. 1 to Amended and Restated Credit and Guaranty Agreement, dated as of June 12, 2015, by and among Pattern US Finance Company LLC, Pattern Canada Finance Company LLC, Royal Bank of Canada, as Administrative Agent, and the other parties thereto.
3. The Company's 2013 Equity Incentive Award Plan.
4. Form of the Company's 2013 Incentive Bonus Plan.
5. Form of Stock Option Agreement under 2013 Equity Incentive Award Plan.
6. Form of Restricted Stock Agreement under 2013 Equity Incentive Award Plan.
7. Form of Restricted Stock Unit Agreement under 2013 Equity Incentive Award Plan.
8. Form of Deferred Restricted Stock Unit Agreement under 2013 Equity Incentive Award Plan.
9. Form of Indemnification Agreement between the Company and each of its Executive Officers and Directors.
10. Registration Rights Agreement between the Company and Pattern Energy Group LP, dated as of October 2, 2013.
11. Contribution Agreement among the Company, Pattern Renewables LP, Pattern Energy Group LP, and Pattern Renewable Holdings Canada ULC, dated as of October 2, 2013.
12. Purchase Rights Agreement among the Company, Pattern Energy Group LP, Pattern Energy Group Holdings LP and Pattern Energy GP LLC, dated as of October 2, 2013.
13. Bilateral Management Services Agreement between the Company and Pattern Energy Group LP, dated as of October 2, 2013.
14. First Amendment to Bilateral Management Services Agreement dated as of July 3, 2015 by and between the Company and Pattern Energy Group LP.
15. Non-Competition Agreement between the Company and Pattern Energy Group LP, dated October 2, 2013.
16. Shareholder Approval Rights Agreement between the Company and Pattern Energy Group LP, dated as of October 2, 2013.

17. Purchase and Sale Agreement, dated as of December 20, 2013, by and between Pattern Canada Operations Holdings ULC and Pattern Energy Group LP (Grand PSA).

18. Purchase and Sale Agreement, dated as of December 20, 2013, by and among the Company, Panhandle B Holdco 2 LLC and Pattern Energy Group LP (PH2 PSA).

19. Management, Operation and Maintenance Agreement, dated as of December 20, 2013, by and between Pattern Panhandle Wind 2 LLC and Pattern Operators LP (PH2 MOMA).

20. Project Administration Agreement, dated as of December 20, 2013, by and between Pattern Panhandle Wind 2 LLC and Pattern Operators LP (PH2 PAA).

21. Purchase and Sale Agreement, dated as of May 1, 2014, by and among the Company, Pattern Renewables LP and Pattern Energy Group LP (PH1 PSA).

22. Purchase and Sale Agreement by and among the Company, as Purchaser, Pattern Renewables LP, as Seller, and (solely for purposes of Section 7.1) Pattern Energy Group LP, as Guarantor, dated as of December 19, 2014 (Logan's Gap PSA).

23. Purchase and Sale Agreement, dated as of April 29, 2015, by and between the Company, Pattern Renewables Development Company LLC, and (as guarantor for certain obligations) Pattern Energy Group LP.

24. Purchase and Sale Agreement dated as of April 1, 2015 by and between Wind Capital Group, LLC, a Delaware limited liability company, Lincoln County Wind Project Finco, LLC, a Delaware limited liability company, and the Company.

25. Purchase and Sale Agreement, dated as of April 4, 2015, by and between Pattern Canada Finance Company ULC, a Nova Scotia unlimited liability company, and Pattern Energy Group LP, a Delaware limited partnership.

26. Purchase Agreement, dated as of July 14, 2015, by and between Metlife Capital and Pattern Gulf Wind Equity LLC.

27. Purchase Agreement, dated as of July 20, 2015, by and between Pattern Gulf Wind Equity 2 LLC and Pattern Gulf Wind Equity LLC.

28. Amendment Number 1 to Purchase and Sale Agreement, dated as of February 27, 2015, by and among Pattern Energy Group Inc., Pattern Renewables LP and Pattern Energy Group LP.

[●], 2015

BMO Capital Markets Corp.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Citigroup Global Markets Inc.

as Representatives of the several Underwriters named in
Schedule I to the Underwriting Agreement referred to below

c/o BMO Capital Markets Corp.
3 Times Square, 27th Floor
New York, New York 10036

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

We have acted as special counsel for Pattern Energy Group Inc., a Delaware corporation (the "Company"), in connection with the Underwriting Agreement dated July 22, 2015 (the "Underwriting Agreement") with you and the other several Underwriters named in Schedule I thereto, under which you and such other Underwriters have severally agreed to purchase from the Company an aggregate of [●] shares (the "Shares") of its Class A common stock, par value $0.01 per share ("Class A Common Stock"). [The Shares include [●] shares of Class A Common Stock to be purchased pursuant to the over-allotment option provided for by the Underwriting Agreement.]

We have also participated in the preparation of the Company's registration statement on Form S-3 (File No. 333-199217) (other than the documents incorporated by reference therein (the "Incorporated Documents")) filed with the Securities and Exchange Commission (the "Commission") pursuant to the provisions of the Securities Act of 1933, as amended (the "Act"), relating to the registration of securities (the "Shelf Securities") to be issued from time to time by the Company and have participated in the preparation of the preliminary prospectus supplement dated July 21, 2015 (the "Preliminary Prospectus Supplement") relating to the Shares and the prospectus supplement dated July 22, 2015 relating to the Shares (the "Prospectus Supplement"), and have reviewed the Incorporated Documents. The registration statement at the date of the Underwriting Agreement, including the Incorporated Documents and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Act, is hereinafter referred to as the "Registration Statement," and the related prospectus (including the Incorporated Documents) dated October 8, 2014 relating to the Shelf Securities is hereinafter referred to as the "Basic Prospectus." The Basic Prospectus, as supplemented by the Preliminary Prospectus Supplement, together with the information set forth in Schedule II to the Underwriting Agreement for the Shares are hereinafter called the "Disclosure Package." The Basic

Prospectus, as supplemented by the Prospectus Supplement, in the form first used to confirm sales of the Shares (or in the form first made available by the Company to the Underwriters to meet requests of purchasers of the Shares under Rule 173 under the Act), is hereinafter referred to as the "Prospectus."

We have, without independent inquiry or investigation, assumed that all documents filed with or submitted to the Commission through its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting.

The primary purpose of our professional engagement was not to establish or confirm factual matters or financial, accounting or quantitative information. Furthermore, many determinations involved in the preparation of the Registration Statement, the Disclosure Package and the Prospectus are of a wholly or partially non-legal character or relate to legal matters outside the scope of our opinion separately delivered to you today in respect of certain matters under the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware. As a result, we are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Disclosure Package or the Prospectus, and we have not ourselves checked the accuracy, completeness or fairness of, or otherwise verified, the information furnished in such documents (except to the extent expressly set forth in our opinion letter separately delivered to you today as to statements included in the Prospectus under the caption "Description of Capital Stock"). However, in the course of our acting as counsel to the Company in connection with the preparation of the Registration Statement, the Disclosure Package and the Prospectus, we have generally reviewed and discussed with your representatives and your counsel and with certain officers and employees of, and independent public accountants for, the Company, Lost Creek Wind Finco, LLC, Lincoln County Wind Project Holdco, LLC, Panhandle Wind Holdings LLC, Panhandle B Member 2 LLC and South Kent Wind LP, and Canadian counsel to the Company the information furnished, whether or not subject to our check and verification. We have also reviewed and relied upon certain corporate records and documents, letters from counsel and accountants and oral and written statements of officers and other representatives of the Company and others as to the existence and consequence of certain factual and other matters.

On the basis of the information gained in the course of the performance of the services rendered above, but without independent check or verification except as stated above:

(i) the Registration Statement and the Prospectus appear on their face to be appropriately responsive in all material respects to the requirements of the Act and the applicable rules and regulations of the Commission thereunder; and

(ii) nothing has come to our attention that causes us to believe that, insofar as relevant to the offering of the Shares:

(a) on the date of the Underwriting Agreement, the Registration Statement contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading,

(b) at 8:00 P.M. New York City time on July 22, 2015, the Disclosure Package contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or

(c) the Prospectus as of the date of the Underwriting Agreement or as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In providing this letter to you and the other several Underwriters, we have not been called to pass upon, and we express no view regarding, the financial statements or financial schedules or other financial or accounting data included in the Registration Statement, the Disclosure Package or the Prospectus. In addition, we express no view as to the conveyance of the Disclosure Package or the information contained therein to investors.

This letter is delivered solely to you and the other several Underwriters in connection with the Underwriting Agreement. This letter may not be relied upon by you or the other several Underwriters for any other purpose or relied upon by any other person (including any person acquiring Shares from you or the other several Underwriters) or furnished to any other person without our prior written consent.

Very truly yours,

Exhibit C

Form of Opinion of Dyann S. Blaine

i. To the best of my knowledge, the execution and delivery of the Underwriting Agreement by the Company, the issuance and sale of the Shares by the Company to you and the other Underwriters pursuant to the Underwriting Agreement, do not on the date hereof conflict with, result in a breach or violation of or constitute a default under any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of its subsidiaries, except for any such breach, violation, or default would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), shareholders' equity, business, properties, results of operations of the Company and its subsidiaries, taken as a whole.

ii. The shares of Class A Common Stock outstanding as of the date hereof have been duly authorized and are validly issued, fully paid and non-assessable.

Exhibit D

Form of Lock-up Agreement

[●], 2015

BMO Capital Markets Corp.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Citigroup Global Markets Inc.

as Representatives of the several Underwriters named in
Schedule I to the Underwriting Agreement referred to below

c/o BMO Capital Markets Corp.
Times Square, 27th Floor
New York, New York 10036

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an Underwriting Agreement (the "**Underwriting Agreement**") with Pattern Energy Group Inc., a Delaware corporation (the "**Company**"), providing for the public offering (the "**Public Offering**") by the several Underwriters named in Schedule I to the Underwriting Agreement (the "**Underwriters**"), of Class A common stock, par value $0.01 per share (the "**Common Stock**"), of the Company. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters' agreement to purchase and make the Public Offering of the Shares, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of BMO Capital Markets Corp., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc., on behalf of the Underwriters, the undersigned will not, during the period ending 90 days after the Closing Date, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (including, without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and Canadian Securities Laws and securities which may be issued upon exercise of a stock option or warrant), or publicly disclose the intention to make any offer, sale pledge or disposition, or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, or (3) make any

demand for or exercise any right with respect to the registration of any shares of Common Stock or any security convertible into or exercisable or exchange for Common Stock without the prior written consent of the Representative, in each case other than (A) transfers of shares of Common Stock as a bona fide gift or gifts, (B) transfers of shares of Common Stock by will or the laws of intestacy, (C) transfers of shares of Common Stock to any person related to the undersigned by blood, marriage or adoption, but no more than first cousin or a trust formed for the benefit of such related person, (D) transfers of shares of Common Stock pursuant to domestic relations or court orders (E) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act or similar plans permitted under Canadian provincial securities laws for the transfer of Common Stock, provided that, except as contemplated by (F) below or required by law, such plan does not provide for the transfer of Common Stock during the 90-day period, no filing under Section 16(a) of the Exchange Act or under the securities laws and regulations of the provinces of Canada shall be made in connection with the implementation of any such plan and none of the Company, the undersigned or any of their respective representatives shall announce or publicly disclose the establishment of such a plan during the 90-day period, (F) transfers of shares of Common Stock solely for the purpose of satisfying tax withholding amounts that become due in connection with the vesting of awards granted under an equity incentive plan of the Company, (G) in the case of corporations or other entities, transfers of shares of Common Stock to affiliates; provided that, in each case, each donee or transferee shall execute and deliver to BMO Capital Markets Corp., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Citigroup Global Markets Inc., a lock-up letter in the form of this paragraph; and provided, further, that no filing by any party (donor, donee, transferor, or transferee) under the Securities Exchange Act of 1934, as amended, or Canadian Securities Laws, or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made prior to the expiration of the 90-day period referred to above), or (H) the sale of shares of Common Stock pursuant to a trading plan established pursuant to Rule 10b5-1 of the Securities Act of 1933, as amended; provided that (i) such trading plan is in effect as of the date hereof and (ii) any filing made under Section 16(a) of the Exchange Act or under the securities laws and regulations of the provinces of Canada includes a footnote that expressly states that the sale was made pursuant to a Rule 10b5-1 trading plan or (I) the offer and sale of the Convertible Notes and the issuance of the underlying Common Stock upon conversion of the Convertible Notes.[1] Notwithstanding the foregoing, in the case of the officers of the Company, transfers in the aggregate of up to 5,000 shares of Common Stock during the period ending 90 days after the Closing Date may be made without the prior written consent of BMO Capital Markets Corp., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets Inc.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

---

1 With respect to Pattern Renewables' lock up: or (J) the pledge or hypothecation, or other granting of a security interest in, up to 15,300,000 shares of Common Stock to one or more banks or financial institutions as collateral or security pursuant to the Margin Loan Agreement, dated May 6, 2014, between Pattern Development Finance Company and the lenders party thereto, and any transfer upon foreclosure upon such shares.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs, or personal representatives of the undersigned.

The undersigned understands that, if (i) the Underwriting Agreement does not become effective, (ii) if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder or (iii) the Public Offering is not completed by August 15, 2015, the undersigned shall be released from all obligations under this Letter Agreement. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

This Letter Agreement and any claim, controversy, or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

[NAME OF STOCKHOLDER]

By: _____
Name:
Title:

Exhibit 1.2

PATTERN ENERGY GROUP INC.

(a Delaware corporation)

$225,000,000

4.00% Convertible Senior Notes due 2020

PURCHASE AGREEMENT

Dated: July 22, 2015

PATTERN ENERGY GROUP INC.

(a Delaware corporation)

$225,000,000

4.00% Convertible Senior Notes due 2020

PURCHASE AGREEMENT

July 22, 2015

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
BMO CAPITAL MARKETS CORP.
CITIGROUP GLOBAL MARKETS INC.

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

Pattern Energy Group Inc., a Delaware corporation (the "**Company**"), confirms its agreement with Merrill Lynch, Pierce, Fenner & Smith Incorporated ("**Merrill Lynch**"), BMO Capital Markets Corp. and Citigroup Global Markets Inc. and each of the other Initial Purchasers named in Schedule A hereto (collectively, the "**Initial Purchasers**," which term shall also include any initial purchaser substituted as hereinafter provided in Section 11 hereof), for whom Merrill Lynch, BMO Capital Markets Corp. and Citigroup Global Markets Inc. are acting as Representatives (in such capacity, the "**Representatives**"), with respect to (i) the sale by the Company and the purchase by the Initial Purchasers, acting severally and not jointly, of the respective principal amounts set forth in said Schedule A of $225,000,000 aggregate principal amount of the Company's 4.00% Convertible Senior Notes due 2020 (the "**Firm Notes**") and (ii) the grant by the Company to the Initial Purchasers, acting severally and not jointly, of the option to purchase all or any part of an additional $33,750,000 aggregate principal amount of its 4.00% Convertible Senior Notes due 2020 (the "**Optional Notes**" and, together with the Firm Notes, the "**Notes**") to cover over-allotments, if any. The Notes are to be issued pursuant to an indenture dated as of July 28, 2015 (the "**Indenture**") among the Company, Pattern US Finance Company LLC, as guarantor (the "**Notes Guarantor**"), and Deutsche Bank Trust Company Americas, as trustee (the "**Trustee**"). The Notes will be guaranteed (the "**Guarantee**," together with the Firm Notes, the "**Firm Securities**," and together with the Optional Notes, the "**Optional Securities**") by the Notes Guarantor and will have terms and provisions that are summarized in the Offering Memorandum (as defined below). The Firm Securities and the Optional Securities are collectively referred to herein as the "**Securities**."

The Company understands that the Initial Purchasers propose to make an offering of the Securities on the terms and in the manner set forth herein and agrees that the Initial Purchasers may resell, subject to the conditions set forth herein, all or a portion of the Securities to purchasers ("**Subsequent Purchasers**") at any time after this Agreement has been executed and delivered (in Canada, through their respective registered dealer affiliates or other persons who, in each case, are registered in the appropriate category to sell the Securities on a private placement basis under Canadian Securities Laws (as defined below)). The Securities are to be offered and sold through the Initial Purchasers without being registered under the Securities Act of 1933, as amended (the "**Securities Act**"), and without a prospectus under applicable Canadian Securities Laws, in reliance upon exemptions therefrom. Pursuant to the terms of the Securities and the Indenture, investors that acquire Securities may only resell or otherwise transfer such Securities if such Securities are registered after the date hereof under the Securities Act or if an exemption from the registration requirements of the Securities Act is available (including the exemption afforded by Rule 144A ("**Rule 144A**") of the rules and regulations promulgated under the Securities Act (the "**Securities Act Regulations**") by the Securities and Exchange Commission (the "**Commission**") and, where applicable, pursuant to available exemptions from the prospectus requirement under applicable Canadian Securities Laws).

The Notes will be convertible into fully paid, non-assessable shares of Class A common stock, par value $0.01 per share, of the Company ("**Common Stock**"). The Notes will be convertible initially at a conversion rate of 35.4925 shares per $1,000 principal amount of the Notes, on the terms, and subject to the conditions, set forth in the Indenture. As used herein, "**Conversion Shares**" means the shares of Common Stock into which the Notes are convertible. This Agreement, the Indenture and the Notes are referred to herein collectively as the "**Operative Documents**."

The Company has prepared and delivered to each Initial Purchaser copies of a preliminary offering memorandum dated July 21, 2015 prior to the Applicable Time (as defined below) (the "**Preliminary Offering Memorandum**") and has prepared and will deliver to each Initial Purchaser, on the date hereof or the next succeeding day, copies of a final offering memorandum dated July 22, 2015 (the "**Final Offering Memorandum**"), each for use by such Initial Purchaser in connection with its solicitation of purchases of, or offering of, the Securities. "**Offering Memorandum**" means, with respect to any date or time referred to in this Agreement, the most recent offering memorandum (whether the Preliminary Offering Memorandum or the Final Offering Memorandum, including, as may be applicable, any amendment or supplement to either such document), including exhibits thereto and any documents incorporated therein by reference, which has been prepared and delivered by the Company to the Initial Purchasers, in the case of the Preliminary Offering Memorandum prior to the Applicable Time, in connection with their solicitation of purchases of, or offering of, the Securities. The Company will prepare a final term sheet reflecting the final terms of the Securities, in the form set forth in Schedule B hereto (the "**Final Term Sheet**"), and will deliver such Final Term Sheet to the Initial Purchasers prior to the Applicable Time in connection with their solicitation of purchases of, or offering of, the Securities. The Company and the Initial Purchasers each agree that, unless it obtains the prior written consent of the other, it will not make any offer relating to the Securities by any written materials other than the Offering Memorandum and the Issuer Written Information. "**Issuer**

Written Information" means (i) any writing intended for general distribution to investors as evidenced by its being specified in Schedule C hereto, including the Final Term Sheet, (ii) any "road show" that is a "written communication" within the meaning of the Securities Act, and (iii) any General Solicitation (as defined below) that is set forth on Schedule C hereto. "**General Disclosure Package**" means the Preliminary Offering Memorandum and any Issuer Written Information specified on Schedule C hereto and issued at or prior to 8:00 p.m., New York City time, on July 22, 2015 or such other time as agreed by the Company and the Representatives (such date and time, the "**Applicable Time**").

As more fully described in the Offering Memorandum, concurrently with this offering, the Company is offering 5,435,000 shares of Common Stock (or 6,250,250 shares of Common Stock if the underwriters in that offering exercise their over-allotment option in full to purchase additional shares) (collectively, the "**Offered Shares**") pursuant to an underwritten public offering.

All references in this Agreement to financial statements and schedules and other information which is "contained," "described," "included" or "stated" in the Offering Memorandum (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which are incorporated by reference in the Offering Memorandum; and all references in this Agreement to amendments or supplements to the Offering Memorandum shall be deemed to mean and include the filing of any document under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the requirements of applicable securities laws in each province and territory of Canada, including applicable published national and local instruments, policy statements, notices, blanket rulings and orders of Canadian securities regulators ("**Canadian Securities Laws**"), which is incorporated by reference in the Offering Memorandum. All references in this Agreement to "$," "US$" or "dollars" are to the lawful currency of the United States.

1. *Representations and Warranties of the Company and the Notes Guarantor*. The Company and the Notes Guarantor, jointly and severally, represent, warrant and agree with each Initial Purchaser as of the date hereof, and unless a representation or warranty set forth below is limited to a particular time or date, as of the Applicable Time, the Closing Time (as defined below) and any Date of Delivery (as defined below), and agree with each Initial Purchaser, as follows (references in this Section 1 to the "Offering Memorandum" are to (x) the General Disclosure Package in the case of representations and warranties made as of the date hereof, and (y) the Final Offering Memorandum in the case of representations and warranties made as of the Closing Time):

(a) The Company hereby confirms that it has authorized the use of the General Disclosure Package, including the Preliminary Offering Memorandum and the Final Term Sheet, and the Final Offering Memorandum in connection with the offer and sale of the Securities by the Initial Purchasers. The Securities are eligible for resale pursuant to Rule 144A and will not be, at the Closing Time, of the same class as securities listed on a national securities exchange registered under Section 6 of the Exchange Act, or quoted in a U.S. automated interdealer quotation system. In Canada, the Company is a reporting issuer in each of the provinces and territories and the

Securities may be sold through registrants who are registered in the appropriate category (or have an appropriate exemption therefrom) to sell the Securities on a private placement basis to "accredited investors" (as defined in National Instrument 45-106 – Prospective Exemptions and the Securities Act (Ontario)) subject to compliance with applicable Canadian Securities Laws.

(b) Assuming the accuracy of the representations and warranties of each Initial Purchaser contained in Section 6 hereof and its compliance with the agreements set forth therein and the accuracy of the representations and warranties contained in the Offering Memorandum of persons to whom the Initial Purchasers sell the Securities, it is not necessary, in connection with the issuance and sale of the Securities to such Initial Purchaser, the offer, resale and delivery of the Securities by such Initial Purchaser and the conversion of the Notes into Conversion Shares, in each case in the manner contemplated by this Agreement, the Indenture and the Offering Memorandum, to register the Securities or the Conversion Shares under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the "**Trust Indenture Act**") or to file a prospectus in Canada with the securities commissions or other securities regulatory authorities in each of the provinces and territories of Canada (the "**Canadian Securities Commissions**") in connection with the Securities. None of the Company or any of its affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act ("**Regulation D**")), has, directly or through an agent (except that the Company and the Notes Guarantor make no representation or warranty as to any activity of the Initial Purchasers), engaged in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act Regulations (each, a "**General Solicitation**") other than any General Solicitation set forth on Schedule C hereto.

(c) None of the Company or any of its subsidiaries (as defined below) has, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any "security" (as defined in the Securities Act) that is or will be integrated with the sale of the Securities or the Conversion Shares in a manner that would require registration under the Securities Act of the Securities or the Conversion Shares.

(d) Each document, if any, filed or to be filed pursuant to the Exchange Act or Canadian Securities Laws and incorporated by reference in the General Disclosure Package or the Final Offering Memorandum complied or will comply when it is filed in all material respects with the Exchange Act and the rules and regulations of the Commission thereunder and with Canadian Securities Laws. As of the Applicable Time, neither (A) the General Disclosure Package nor (B) any Issuer Written Information, when considered together with the General Disclosure Package, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Final Offering Memorandum, as of its date, at the Closing Time or at any Date of Delivery, did not, does not and will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The documents incorporated or deemed to

be incorporated by reference in the General Disclosure Package or the Final Offering Memorandum, when read together with the other information in the General Disclosure Package and the Final Offering Memorandum, as the case may be, did not, does not and will not as of the Applicable Time and the Closing Time contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the General Disclosure Package or the Final Offering Memorandum made in reliance upon and in conformity with written information furnished to the Company by any Initial Purchaser through the Representatives expressly for use therein. For purposes of this Agreement, the only information so furnished shall be the information in the first paragraph under the heading "Plan of Distribution–Commissions and Discounts" and the information in the first paragraph under the heading "Plan of Distribution–Price Stabilization, Short Positions" (collectively, the "**Initial Purchaser Information**").

(e) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, has the corporate power and authority to own or hold its property and to conduct its business as described in the General Disclosure Package and the Offering Memorandum and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing, as applicable, of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), shareholders' equity, business, properties, results of operations or prospects of the Company and its subsidiaries, taken as a whole (a "**Material Adverse Effect**"), or a material adverse effect on the ability of the Company and its subsidiaries, taken as a whole, to perform its obligations under this Agreement or to consummate the transactions contemplated by the General Disclosure Package and the Offering Memorandum.

(f) Each of the entities set out on Schedule D hereto (collectively the Company's "**subsidiaries**") has been duly incorporated or formed, is validly existing as a corporation, limited liability company, limited partnership, unlimited liability company, *sociedad por acciones, sociedad de responsabilidad limitada* or similar legal entity in good standing (or similar status to the extent it exists) under the laws of the jurisdiction of its incorporation or formation, as the case may be, has the corporate, limited liability company, limited partnership, unlimited liability company, *sociedad por acciones, sociedad de responsabilidad limitada* or other applicable power and authority, as the case may be, to own its property and to conduct its business as described in the General Disclosure Package and the Offering Memorandum and is duly qualified to transact business and is in good standing (or, in each case, such similar status in such jurisdiction) in each jurisdiction in which the conduct of its business or its ownership or leasing, as the case may be, of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect or a

material adverse effect on the ability of the Company and its subsidiaries, taken as a whole, to perform its obligations under this Agreement or to consummate the transactions contemplated by the General Disclosure Package and the Offering Memorandum.

(g) The Company owns, directly or indirectly, the equity interests of its subsidiaries in the manner set forth on Schedule D hereto, all of the issued shares of share or partnership capital of each subsidiary has been duly authorized and validly issued in accordance with the organizational documents of each such subsidiary, and has been fully paid (to the extent required under such organizational documents) and, other than any general partner interests in any of the subsidiaries, is non-assessable (except (i) in the case of an interest in a Delaware limited liability company, as such non-assessability may be affected by Sections 18-607 and 18-804 of the Delaware Limited Liability Company Act (the "**Delaware LLC Act**"), (ii) in the case of a limited partner interest in a Delaware limited partnership, Sections 17-607 and 17-804 of the Delaware Revised Uniform Limited Partnership Act (the "**Delaware LP Act**") and (iii) in the case of an interest in an entity formed under the laws of a foreign jurisdiction, as such non-assessability may be affected by similar provisions of such jurisdiction's statutory rules (including, in the case of Pattern Canada Operations Holdings ULC, Pattern Operators Canada ULC and Pattern Canada Finance ULC, the unlimited liability nature of shares of unlimited liability companies)), and the Company owns, directly or indirectly, such equity interests free and clear of all liens, encumbrances, securities interests, charges or other claims (collectively, "**Liens**") other than (i) those described in or under agreements contemplated by the General Disclosure Package and the Offering Memorandum, or (ii) as do not materially affect the value of such property or interfere with the use made and proposed to be made of such property by the Company and its subsidiaries as described in the General Disclosure Package and the Offering Memorandum.

(h) The authorized share capital of the Company conforms in all material respects to the description thereof contained in each of the General Disclosure Package and the Offering Memorandum.

(i) This Agreement has been duly authorized, executed and delivered by the Company and the Notes Guarantor.

(j) The Indenture has been duly authorized by the Company and the Notes Guarantor and, when duly executed and delivered by the Company, the Notes Guarantor and the Trustee, will constitute a valid and binding agreement of the Company and the Notes Guarantor, enforceable against the Company and the Notes Guarantor in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law); and the Indenture conforms in all material respects to the description thereof contained in the Offering Memorandum.

(k) The Notes have been duly authorized and, at the Closing Time, will have been duly executed by the Company and, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will constitute valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture; and the Notes conform in all material respects to the description thereof contained in the Offering Memorandum.

(l) The Conversion Shares have been duly authorized and reserved and, when issued upon conversion of the Notes in accordance with the terms of the Notes, will be validly issued, fully paid and non-assessable, and the issuance of such Conversion Shares will not be subject to any preemptive or similar rights.

(m) Except as would not be reasonably expected to have a Material Adverse Effect, the Company and its subsidiaries, as applicable, have satisfactory title to, or valid rights to use or manage, all properties that are, individually and in the aggregate, required to enable the Company and its subsidiaries to conduct their operations as contemplated by, and subject to the limitations set forth in, the General Disclosure Package and the Offering Memorandum.

(n) Except as described in the General Disclosure Package and the Offering Memorandum, there are no outstanding rights (including, without limitation, preemptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interests of the Company or any of its subsidiaries, or any contract, commitment, agreement, understanding, or arrangement of any kind relating to the issuance of any capital stock of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options.

(o) Neither the Company nor any of its subsidiaries is (i) in violation of its charter, by-laws or similar organizational document, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which it or any of them may be bound or to which any of the properties or assets of the Company or any subsidiary is subject, or (iii) in violation of any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations, except, in the cases of clauses (ii) and (iii), for such defaults and violations that would not reasonably be expected to have a Material Adverse

Effect or a material adverse effect on the ability of the Company or any of its subsidiaries, taken as a whole, to perform its obligations under this Agreement or to consummate the transactions contemplated by the General Disclosure Package and the Offering Memorandum.

(p) None of the execution and delivery by the Company or the Notes Guarantor of the Operative Documents and the consummation of the transactions contemplated thereby and by the General Disclosure Package and the Offering Memorandum, including the application of the net proceeds to the Company from this offering in the manner described under the heading "Use of Proceeds" in the Offering Memorandum, will conflict with, result in a breach of or constitute a default under (A) any provision of law applicable to the Company or any of its subsidiaries, (B) the charter, by-laws or similar organizational document of the Company or any of its subsidiaries, (C) any agreement or other instrument binding upon the Company and its subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or (D) any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or its subsidiaries, except in the case of clauses (A), (C) and (D), for any such breach, violation, or default that would not reasonably be expected to have a Material Adverse Effect or a material adverse effect on the ability of the Company and the Notes Guarantor to perform their obligations under the Operative Documents or to consummate the transactions contemplated thereby and by the General Disclosure Package and the Offering Memorandum.

(q) Each agreement or other instrument listed on Schedule E hereto (each as amended, a "**Covered Agreement**," and collectively, the "**Covered Agreements**") is a valid and legally binding agreement of the Company and its subsidiaries, as applicable, enforceable against each such party in accordance with its terms, except, with respect to each Covered Agreement, the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws from time to time in effect affecting creditors' rights and remedies generally, and (ii) general principles of equity (regardless of whether such principles are considered in a proceeding in equity or at law).

(r) Assuming the accuracy of each Initial Purchaser's representations and warranties in Section 6 hereof and the representations and warranties in the Offering Memorandum of persons in Canada to whom the Initial Purchasers sell the Securities, no consent, approval, authorization or order of, or filing or registration with, any governmental body or agency having jurisdiction over the Company or any of its subsidiaries is required for the issuance and sale of the Securities and the issuance of the Conversion Shares, the execution, delivery and performance of (A) the Operative Documents by the Company and the Notes Guarantor and (B) the application of the proceeds from the sale of the Securities as described under "Use of Proceeds" in each of the General Disclosure Package and the Offering Memorandum and the consummation of the transactions contemplated hereby and thereby, except for (i) such consents, approvals, authorizations, orders, registrations or qualifications as may be required under applicable state or foreign securities laws in connection with the purchase and sale of the Securities

by the Initial Purchasers and the listing of the Conversion Shares on The NASDAQ Global Select Market ("**Nasdaq**") and the Toronto Stock Exchange ("**TSX**") and (ii) such filings as may be required under the Exchange Act and Canadian Securities Laws (including filing of a copy of the Offering Memorandum and reports of exempt distributions on Form 45-106F1 and, if applicable, Form 45-106F6).

(s) The historical financial statements of the Company, South Kent Wind LP, Grand Renewable Wind LP, Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC (in each case, including the related notes thereto) included or incorporated by reference in each of the General Disclosure Package and the Offering Memorandum (collectively, the "**Financial Statements**") present fairly in all material respects the financial position, results of operations and cash flows of each of the Company, South Kent Wind LP, Grand Renewable Wind LP, Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC, as applicable, as of the dates and for the periods indicated; the Financial Statements comply as to form in all material respects with the applicable requirements of Regulation S-X under the Securities Act and Canadian Securities Laws and have been prepared in conformity with U.S. generally accepted accounting principles ("**GAAP**") applied on a consistent basis throughout the periods indicated therein except as may be expressly stated in the related notes thereto; the other financial information included in each of the General Disclosure Package and the Offering Memorandum has been derived from the accounting records of each of the Company, South Kent Wind LP, Grand Renewable Wind LP, Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC, as applicable, and presents fairly the information shown thereby; and the pro forma financial information and the related notes thereto included or incorporated by reference in each of the General Disclosure Package and the Offering Memorandum present fairly in all material respects the information shown thereby and have been prepared in accordance with the applicable requirements of the Securities Act and Canadian Securities Laws, the adjustments used therein are appropriate to give effect to the transactions and circumstances referred to therein, and the assumptions underlying such pro forma financial information are reasonable and are set forth in the General Disclosure Package and the Offering Memorandum.

(t) Since March 31, 2015, and except as otherwise disclosed in or contemplated by the General Disclosure Package and the Offering Memorandum, there has not been any event or development reasonably likely to result in a Material Adverse Effect.

(u) Except as described in the General Disclosure Package and the Offering Memorandum, there are no legal or governmental proceedings pending, or to the knowledge of the Company, threatened, to which the Company or any of its subsidiaries is a party or to which any of the property of the Company or any of its subsidiaries is or, to the knowledge of the Company, may be subject, that if determined adversely to the Company or any of its subsidiaries would be reasonably expected to have a Material Adverse Effect.

(v) Neither the Company nor the Notes Guarantor is, and after giving effect to the offering and sale of the Securities and the application of the net proceeds from the sale of the Securities as described in the Offering Memorandum will be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(w) Except as disclosed in the General Disclosure Package and the Offering Memorandum, the Company and its subsidiaries (i) are, and at all times prior hereto within the applicable statute of limitations have been, in compliance with all applicable U.S., Canadian and other foreign, federal, state, provincial and local laws and regulations relating to the protection of human health and safety, the environment and natural resources, or the generation, use, storage, management, treatment, transportation, disposal, release or threatened release of, or exposure to, any material, substance or waste defined or regulated in relevant form, quantity or concentration as Hazardous Materials (as defined below) ("**Environmental Laws**"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses as currently conducted, (iii) are in compliance with all terms and conditions of any such permit, license or approval, and (iv) do not have any liability in connection with any known or threatened release into the environment of any Hazardous Materials or any Environmental Laws applicable to the Company or its subsidiaries, except in the case of clauses (i) – (iv) above, where failure to comply would not reasonably be expected to have a Material Adverse Effect. The term "**Hazardous Material**" means (A) any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (B) any "hazardous waste" as defined in the Resource Conservation and Recovery Act, as amended, (C) any petroleum or petroleum constituents or by-product, (D) any polychlorinated biphenyl, (E) any asbestos and asbestos containing materials, and (F) any pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any other applicable U.S., Canadian and other foreign, federal, state, provincial and local laws and regulations.

(x) None of the Company or any of its subsidiaries, or any director or officer thereof, or, to the knowledge of the Company, any employee, agent, representative or affiliate controlled by the Company or any of its subsidiaries has taken or is aware of any action taken in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to improperly influence official action or secure an improper advantage; and the Company, its subsidiaries, and to the knowledge of the Company, their respective affiliates that they control have conducted their businesses on behalf of the Company in compliance with the United States Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "**FCPA**") and the *Corruption of Foreign Public Officials Act* (Canada), and have instituted and maintain policies and procedures designed to promote and achieve compliance with such laws.

(y) The operations of the Company and its subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "**USA PATRIOT Act**"), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(z) (i) Neither of the Company nor any of its subsidiaries (collectively, the "**Entity**"), nor any director or executive officer of the Entity, nor to the knowledge of the Entity, any employee, agent or representative of the Entity acting on the Entity's behalf, is a person that is, or is owned or controlled by a person that is:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**"), the United Nations Security Council ("**UNSC**"), the European Union ("**EU**"), Her Majesty's Treasury ("**HMT**"), or other relevant sanctions authority (collectively, "**Sanctions**"), or

(B) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, Libya, North Korea, Sudan and Syria), except to the extent permitted by OFAC.

(ii) The Entity will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person:

(A) for the purpose of funding or facilitating any activities or business of or with any person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions, except to the extent permitted by OFAC; or

(B) in any other manner that will result in a violation of Sanctions by any person (including any person participating in the offering, whether as underwriter, advisor, investor or otherwise) solely as a result of the Company making such proceeds from the offering available to any such person.

(iii) For the past five (5) years, the Entity has not knowingly engaged in, and is not now knowingly engaged in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions.

(aa) Subsequent to the respective dates as of which the information is given in each of the General Disclosure Package and the Offering Memorandum (i) the Company and its subsidiaries have not incurred any material liability or obligation, direct or contingent, nor entered into or approved any material transaction; (ii) the Company has not declared, paid or otherwise made any dividend or distribution on its capital stock; and (iii) there has not been any material change in the share capital, short-term debt or long-term debt of the Company and its subsidiaries, except in each case, as described in, or contemplated by, the General Disclosure Package and the Offering Memorandum.

(bb) There are no existing agreements, arrangements or transactions, between or among the Company or any it its subsidiaries and any officer or director of the Company, or subsidiary or any person related to the Company as described in Item 404(a) of Regulation S-K promulgated under the Securities Act which would be required to be described in the Offering Memorandum if it were a Registration Statement on Form S-3 which are not so described in the Offering Memorandum.

(cc) The Company and its subsidiaries have good and marketable title in fee simple to, or valid and enforceable rights in the nature of a lease, easement, right of way, license or similar right to otherwise use, all real and personal property owned, leased or otherwise controlled by them that is material to the conduct of their respective businesses as described in the General Disclosure Package and the Offering Memorandum, in each case free and clear of all Liens and defects, except such as (i) are described in the General Disclosure Package and the Offering Memorandum or (ii) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries as described in the General Disclosure Package and the Offering Memorandum.

(dd) The Company and its subsidiaries own or possess adequate rights to use all material patents, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks and trade names currently employed by them in connection with the business now operated by them as described in the General Disclosure Package and the Offering Memorandum except where the failure to own or possess such rights would not have a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing, which, if the subject of an unfavorable decision, ruling or finding, would be reasonably expected to have a Material Adverse Effect.

(ee) Except as disclosed in the General Disclosure Package and the Offering Memorandum, the Company and its subsidiaries have, or are entitled to the benefit of, insurance covering their respective properties, operations, personnel and businesses, which insurance is in amounts and insures against such losses and risks as are customarily deemed adequate to protect the Company and its subsidiaries and their respective businesses; and neither the Company nor any of its subsidiaries has (i) received written notice from any insurer or agent of such insurer that capital improvements or other expenditures (excluding premiums) are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

(ff) Except as disclosed in the General Disclosure Package and the Offering Memorandum, the Company and its subsidiaries possess all certificates, authorizations and permits issued by the appropriate federal, state, provincial or foreign governmental or regulatory authorities reasonably necessary to conduct their respective businesses, except where the failure to obtain any such certificates, authorizations or permits would not have a Material Adverse Effect, and neither the Company nor any of its subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit that, if the subject of an unfavorable decision, ruling or finding, would have a Material Adverse Effect.

(gg) The Company and its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Except as described in the General Disclosure Package and the Offering Memorandum, as of the end of the period covered by the most recent audited financial statements included in the General Disclosure Package and the Offering Memorandum there was no, and since such date the Company has not become aware of any, (i) material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) change in the Company's internal control over financial reporting that has materially adversely affected, or is reasonably likely to materially adversely affect, the Company's internal control over financial reporting.

(hh) (i) The Company and its consolidated subsidiaries have established and maintain "disclosure controls and procedures" (as such term is defined in Rule 13a-15 under the Exchange Act), (ii) such disclosure controls and procedures are designed to ensure that the information required to be disclosed about the Company and its subsidiaries in the reports the Company will file with the Commission under the Exchange Act is accumulated and communicated to management of the Company,

including its principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure to be made and (iii) except as disclosed in the General Disclosure Package and the Offering Memorandum, such disclosure controls and procedures are effective to a reasonable level of assurance to perform the functions for which they were established.

(ii) Ernst & Young LLP, who has provided an audit report on certain financial statements of the Company included in the General Disclosure Package and the Offering Memorandum, are (i) independent public accountants with respect to each of the Company as required by the Securities Act and the rules and regulations thereof and Canadian Securities Laws; and (ii) there has not been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations* adopted by the Canadian Securities Administrators ("**NI 51-102**")) with such firm. There has not been any disagreement (within the meaning of NI 51-102) with Ernst & Young LLP with respect to audits of the Company.

(jj) PricewaterhouseCoopers LLP, who has provided an audit report on certain financial statements of South Kent Wind LP and Grand Renewable Wind LP, which audit reports are included in the General Disclosure Package and the Offering Memorandum, are (i) independent public accountants with respect to South Kent Wind LP and Grand Renewable Wind LP as required by the Securities Act and the rules and regulations thereof and Canadian Securities Laws; and (ii) there has not been any reportable event (within the meaning of NI 51-102) with such firm. There has not been any disagreement (within the meaning of NI 51-102) with PricewaterhouseCoopers LLP with respect to audits of the South Kent Wind LP and Grand Renewable Wind LP financial statements incorporated by reference in the Offering Memorandum.

(kk) KPMG LLP, who has provided an audit report on certain financial statements of Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC, which audit reports are included in the General Disclosure Package and the Offering Memorandum, are (i) independent public accountants with respect to Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC as required by the Securities Act and the rules and regulations thereof and Canadian Securities Laws; and (ii) there has not been any reportable event (within the meaning of NI 51-102) with such firm. There has not been any disagreement (within the meaning of NI 51-102) with KPMG LLP with respect to audits of the Lost Creek Wind Finco, LLC and Lincoln County Wind Project Finco, LLC financial statements incorporated by reference in the Offering Memorandum.

(ll) Each of the Company and its subsidiaries has filed, or caused to be filed, in a timely manner all tax returns, reports and forms (including schedules thereto) that are required to have been filed by it ("**Tax Returns**") with the United States Internal Revenue Service, the Canada Revenue Agency or any other federal, state, provincial, local or foreign governmental entity responsible for the imposition, collection or administration of taxes in any jurisdiction ("**Taxing Authority**") prior to the date hereof (all of which Tax Returns were correct and complete in all respects), except, in any case, as would not have a Material Adverse Effect.

(mm) Each of the Company and its subsidiaries has (1) paid or had paid on its behalf all taxes payable by it (including any applicable penalties and interest), whether or not a Tax Return is required to be filed in respect thereof, to the extent such taxes have become due and payable, except for any taxes being contested in good faith by appropriate proceedings, (2) collected or withheld all taxes required by law to be collected or withheld by it, and amounts so collected or withheld and not yet remitted, if any, will be remitted to the appropriate Taxing Authority when due, and (3) established reasonable reserves in its accounting records in accordance with GAAP in respect of taxes and assessments, the amount, applicability or validity of which is currently being contested in good faith by appropriate proceedings; except, in the case of (1), (2) and (3), as would not reasonably be expected to have a Material Adverse Effect.

(nn) Neither the Company nor any of its subsidiaries is a party to any tax allocation or sharing agreement of any kind, other than (1) the organizational, operating and partnership agreements of the Company and its subsidiaries (for the avoidance of doubt, including tax allocations made pursuant to such agreements), (2) agreements entered into in the ordinary course of business that are not primarily related to taxes, (3) agreements that would not have a Material Adverse Effect or (4) as otherwise disclosed in the General Disclosure Package and the Offering Memorandum.

(oo) No unresolved proceedings, investigations or audits pending or threatened regarding taxes exist with respect to the Company or any of its subsidiaries in respect of fiscal years ending on or before the Closing Time, other than tax audits, proceedings and investigations that (1) have been disclosed to the Initial Purchasers prior to the date hereof for which the Company or its subsidiaries, as applicable, have established reasonable reserves in its accounting records in accordance with GAAP or (2) would not reasonably be expected to have a Material Adverse Effect.

(pp) Each of the Company and its subsidiaries that own operating facilities in the United States meets the requirements for, and has made the necessary filings with, or has been determined by, the Federal Energy Regulatory Commission ("**FERC**") to be an exempt wholesale generator ("**EWG**") within the meaning of Section 1262(6) of Public Utility Holding Company Act of 2005 ("**PUHCA**"). Each of the Company and its subsidiaries that is an EWG making wholesale sales not exempt from Section 205 of the Federal Power Act ("**FPA**") is authorized by FERC pursuant to Section 205 of the FPA to sell electric power, including energy and capacity and certain ancillary services, at market-based rates and has received or applied for such waivers and blanket authorizations as are customarily granted by FERC to entities authorized to sell electric power at market-based rates, including, but not limited to, authorization to issue securities and assume obligations or liabilities pursuant to Section 204 of the FPA.

(qq) There are no pending FERC proceedings that have been docketed in FERC's "eLibrary" system in which the EWG status, market-based rate authority or the FPA Section 204 authority of any of the Company and its subsidiaries that have such authority, is subject to withdrawal, revocation or material modification other than FERC rulemakings of general applicability.

(rr) Except as described in the General Disclosure Package and the Offering Memorandum, any of the Company or its subsidiaries with EWG certifications or market-based rate authorizations under Section 205 of the FPA are in compliance in all material respects with the terms and conditions of all orders issued by FERC under Sections 203, 204 and 205 of the FPA.

(ss) The Company is a "holding company" within the meaning of Section 1262(8) of PUHCA solely with respect to its ownership of one or more EWGs and, as such, is exempt from Section 1265 of PUHCA pursuant to Section 1266 of PUHCA and 18 C.F.R. § 366.3.

(tt) No labor disturbance by or dispute with employees of the Company or any of its subsidiaries exists or, to the best knowledge of the Company, is contemplated or threatened that could reasonably be expected to have a Material Adverse Effect.

(uu) Each "employee benefit plan," within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), for which the Company or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "**Code**") that includes the Company) has or could have any liability, contingent or otherwise (each, a "**Plan**"), has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code, except for any failure to comply that would not have a Material Adverse Effect. No prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan excluding transactions effected pursuant to a statutory or administrative exemption and transactions that would not have a Material Adverse Effect. For each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no failure to satisfy the "minimum funding standard" or "minimum required contribution" (as such terms are defined in Section 412 or 430 of the Code or Section 302 of ERISA), whether or not waived, has occurred or is reasonably expected to occur, except for any such failure that would not have a Material Adverse Effect. The fair market value of the assets of each Plan that is subject to ERISA and is required to be funded under ERISA equals or exceeds the actuarial present value of the benefit liabilities, within the meaning of Section 4041 of ERISA, under such Plan (determined based on reasonable actuarial assumptions and the asset valuation principles established by the Pension Benefit Guaranty Corporation), except for any failure to be so funded that would not have a Material Adverse Effect. No "reportable event," as defined in Section 4043 of ERISA (other than an event with respect to which the 30-day notice requirement has been waived), has occurred with respect to any Plan, except for any such event that would not have a Material Adverse Effect. Neither the Company nor any members of its Controlled Group have incurred or reasonably expect to incur (i) liability under Title IV of ERISA with respect to the termination or underfunding of any pension

plan, (ii) any withdrawal liability within the meaning of Section 4201 of ERISA, or (iii) liability with respect to any "employee welfare benefit plan" (within the meaning of Section (3)(1) of ERISA) providing medical, health or life insurance or other welfare type benefits for current or future retired or terminated employees, their spouses or their dependents (other than in accordance with Section 4980B of the Code), in each case, except for any such liability that would not have a Material Adverse Effect.

(vv) Each benefit and compensation plan, agreement, policy and arrangement (other than any such Plan, agreement, policy, or arrangement covered by Section 1(uu) hereof) that is maintained, administered, or contributed to by the Company or any of its subsidiaries for current or former employees or directors of, or independent contractors with respect to, the Company or any of its subsidiaries, or with respect to which any of such entities would reasonably be expected to have any current, future or contingent liability or responsibility (each, a "**Company Compensation Arrangement**"), has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, except for any failure to comply that would not have a Material Adverse Effect. No action, suit, proceeding, hearing or investigation with respect to the administration, or the investment of the assets, of any Company Compensation Arrangement or Plan (other than routine claims for benefits) is pending or, to the knowledge of the Company, threatened, except for any such action, suit, proceeding, hearing or investigation that would not have a Material Adverse Effect.

(ww) The statistical, industry-related and market-related data included in the General Disclosure Package and the Offering Memorandum are based on, or derived from, (i) sources that the Company believes to be reliable and accurate in all material respects, and such data agree in all material respects with the sources from which they are derived; or (ii) represent the Company's good faith estimates that are made on the basis of data derived from such sources.

(xx) As of the date hereof, no acquisition of a "business" has occurred or is "probable" (as each of those terms are used in Rule 3-05 of Regulation S-X promulgated under the Exchange Act ("**Rule 3-05**")), that, in each case, would require the inclusion of financial statements for the acquired or to be acquired business or businesses pursuant to Rule 3-05 in a Registration Statement in connection with a registered offering of securities under the Securities Act and that are not otherwise included or incorporated by reference in the General Disclosure Package and the Offering Memorandum.

(yy) Neither the Company, the Notes Guarantor, nor any of their subsidiaries is a party to any contract, agreement, or understanding (other than this Agreement) that would give rise to a valid claim against any of them or any Initial Purchaser for a brokerage commission, finder's fee or commission in connection with the offering and sale of the Securities contemplated hereby.

(zz) The Company is in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002, as amended (the "**Sarbanes-Oxley Act**") and all rules and regulations promulgated thereunder or implementing the provisions thereof.

(aaa) The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(bbb) Neither the issuance, sale and delivery of the Securities nor the application of the proceeds from the sale of thereof as described in each of the General Disclosure Package and the Offering Memorandum will violate Regulation T, U, or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(ccc) No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained in any of the General Disclosure Package and the Offering Memorandum has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(ddd) None of the Company nor its subsidiaries has any debt securities or preferred equity that is rated by any "nationally recognized statistical rating organization" (as that term is defined by the Commission for purposes of Rule 436(g)(2) under the Securities Act).

2. *Sale and Delivery to Initial Purchasers; Closing*.

(a) On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions hereinafter stated, the Company hereby agrees to issue and sell to the Initial Purchasers, and each Initial Purchaser agrees, severally and not jointly and not jointly and severally, to purchase from the Company at the price set forth in Schedule A, the aggregate principal amount of Firm Securities set forth in Schedule A, plus any additional principal amount of Firm Securities which such Initial Purchaser may become obligated to purchase pursuant to the provisions of Section 11 hereof, subject to such adjustments as the Representatives in their discretion shall make to ensure that any sales or purchases are in authorized denominations.

(b) In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Company hereby grants an option to the Initial Purchasers, severally and not jointly, to purchase the Optional Securities, at the price set forth in Schedule A not later than 30 days after the date of this Agreement, in connection with the offering and distribution of the Firm Securities upon notice by the Representatives to the Company setting forth the amount of Optional Securities as to which the several Initial Purchasers are then purchasing and the time and date of payment and delivery for such Optional Securities. Any such time and date of delivery (a "Date of Delivery") shall be determined by the Representatives, but shall not be later than seven full business days after the exercise of said option, nor in any event prior to the Closing Time. If the option is exercised as to all or any portion of the

Optional Securities, each of the Initial Purchasers, acting severally and not jointly, will purchase that proportion of the total principal amount of Optional Securities then being purchased which the number of Firm Securities set forth in Schedule A opposite the name of such Initial Purchaser bears to the total principal amount of Firm Securities, subject in each case to such adjustments as the Representatives in their discretion shall make to ensure that any sales or purchases are in authorized denominations.

(c) Payment of the purchase price for, and delivery of the Firm Securities (which shall be represented by one or more definitive global securities in book-entry form that will be deposited by or on behalf of the Company with the DTCC (as defined below) or its designated custodian) shall be made at the offices of Vinson & Elkins L.L.P., or at such other place as shall be agreed upon by the Representatives and the Company, at 8:00 A.M. (New York City time) on the third (fourth, if the pricing occurs after 4:30 P.M. (New York City time) on any given day) business day after the date hereof (unless postponed in accordance with the provisions of Section 11), or such other time not later than ten business days after such date as shall be agreed upon by the Representatives and the Company (such time and date of payment and delivery being herein called "**Closing Time**").

In addition, in the event that any or all of the Optional Securities are purchased by the Initial Purchasers, payment of the purchase price for, and delivery of, such Optional Securities (which shall be represented by one or more definitive global securities in book-entry form that will be deposited by or on behalf of the Company with the DTCC or its designated custodian) shall be made at the above-mentioned offices, or at such other place as shall be agreed upon by the Representatives and the Company, on each Date of Delivery as specified in the notice from the Representatives to the Company.

Payment shall be made to the Company by wire transfer of immediately available funds to a bank account designated by the Company, against delivery to the Representatives for the respective accounts of the Initial Purchasers of certificates for the Securities to be purchased by them. It is understood that each Initial Purchaser has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Firm Securities and the Optional Securities, if any, which it has agreed to purchase. Merrill Lynch, individually and not as representative of the Initial Purchasers, may (but shall not be obligated to) make payment of the purchase price for the Firm Securities or the Optional Securities, if any, to be purchased by any Initial Purchaser whose funds have not been received by the Closing Time or the relevant Date of Delivery, as the case may be, but such payment shall not relieve such Initial Purchaser from its obligations hereunder.

3. *Covenants of the Company*.

(a) The Company has delivered to each Initial Purchaser, without charge, as many copies of the Preliminary Offering Memorandum (as amended or supplemented) thereto and documents incorporated by reference therein as such Initial Purchaser reasonably requested, and the Company hereby consents to the use of such copies in the

manner contemplated by the Preliminary Offering Memorandum and this Agreement. The Company will furnish to each Initial Purchaser, without charge, such number of copies of the Final Offering Memorandum thereto and documents incorporated by reference therein as such Initial Purchaser may reasonably request.

(b) If at any time prior to the earlier of nine months after the date hereof or the completion of resales of the Securities by the Initial Purchasers, any event shall occur or condition shall exist as a result of which it is necessary, based on advice of counsel for the Initial Purchasers or for the Company, to amend or supplement the General Disclosure Package or the Final Offering Memorandum in order that the General Disclosure Package or the Final Offering Memorandum, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a Subsequent Purchaser, the Company will promptly give the Representatives notice of such event and prepare any amendment or supplement as may be necessary to correct such statement or omission and furnish to the Representatives for review a copy of each such proposed amendment or supplement; and the Company shall not distribute such proposed amendment or supplement to which the Representatives shall reasonably object.

(c) Until the completion of the initial resales of the Securities by the Initial Purchasers, the Company will file all documents required to be filed with the Commission pursuant to the Exchange Act and with Canadian Securities Commissions pursuant to Canadian Securities Laws within the time periods required by the Exchange Act and the rules and regulations of the Commission thereunder and by Canadian Securities Laws, respectively. The Company has given the Representatives notice of any filings made pursuant to the Exchange Act or the rules and regulations of the Commission thereunder and Canadian Securities Laws within 48 hours prior to the Applicable Time; the Company will give the Representatives notice of its intention to make any such filing from the Applicable Time to the Closing Time and will furnish the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing, as the case may be, and will not file, except with respect to any document that counsel has advised the Company is required to be filed under the Exchange Act or the rules and regulations of the Commission thereunder or Canadian Securities Laws, or use any such document to which the Representatives or counsel for the Initial Purchasers shall reasonably object.

(d) Subject to Section 6(a)(i), the Company will use its best efforts, in cooperation with the Initial Purchasers, to qualify the Securities for offering and sale on a prospectus-exempt basis under the applicable securities laws of such foreign jurisdictions as the Representatives may reasonably request and to maintain such qualifications in effect so long as required to complete the distribution of the Securities; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(e) The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the General Disclosure Package and the Final Offering Memorandum under "Use of Proceeds."

(f) The Company will cooperate with the Initial Purchasers and use its reasonable best efforts to permit the Notes to be eligible for clearance and settlement through the facilities of The Depository Trust & Clearing Corporation ("**DTCC**").

(g) The Company will not take, directly or indirectly, any action designed to cause or result in, or that constitutes or might reasonably be expected to constitute, the stabilization or manipulation of the price of any securities of the Company.

(h) The Company will use its reasonable best efforts to effect and maintain the listing of the Conversion Shares on Nasdaq and the TSX.

(i) For a period of 90 days after the Closing Time, the Company hereby agrees that it will not, (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Securities Act (other than any registration statement on Form S-8) or file with a Canadian Securities Commission any prospectus or prospectus supplement relating to, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for shares of Common Stock or publicly disclose the intention to make any such offer, sale, pledge, disposition or filing, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of Common Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, without the prior written consent of each of the Representatives, other than (A) the Securities and Conversion Shares to be sold hereunder, (B) any stock options, restricted stock awards, phantom stock awards or other awards or grants to be issued by the Company pursuant to stock incentive plans referred to in each of the General Disclosure Package and the Offering Memorandum, (C) any shares of Common Stock or other securities issued or realized upon the exercise, vesting or settlement of awards or grants issued pursuant to stock incentive plans disclosed in each of the General Disclosure Package and the Final Offering Memorandum and (D) the Offered Shares.

4. *Payment of Expenses*.

(a) The Company will pay or cause to be paid all expenses incident to the performance of their obligations under this Agreement, including (i) preparation, issuance and delivery of the Securities to the Initial Purchasers and the Conversion Shares issuable upon conversion thereof and any charges of DTCC in connection therewith, (ii) the fees and disbursements of the Company's counsel, accountants and other advisors, (iii) the qualification of the Securities under foreign securities laws in accordance with the provisions of Section 3(d) hereof, including the preparation of any Canadian wrapper by

special Canadian counsel for the Company), (iv) the preparation, printing and delivery to the Initial Purchasers of copies of each Preliminary Offering Memorandum, any Issuer Written Information, the Final Term Sheet and the Final Offering Memorandum and any amendments or supplements thereto and any costs associated with electronic delivery of any of the foregoing by the Initial Purchasers to investors, (v) all fees and expenses of the Trustee and any expenses of any transfer agent or registrar for the Securities or the Conversion Shares, (vi) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the Securities, including without limitation, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of aircraft and other transportation chartered in connection with the road show and (vii) the fees and expenses incurred in connection with the listing of the Conversion Shares on Nasdaq and the TSX.

(b) If this Agreement is terminated by the Representatives in accordance with the provisions of Section 5 or Section 10(a)(i) or (iii) hereof, the Company shall reimburse the Initial Purchasers for all of their reasonable, documented, out-of-pocket expenses including the reasonable fees and disbursements of counsel for the Initial Purchasers.

5. *Conditions to the Initial Purchasers' Obligations*. The obligations of the several Initial Purchasers hereunder are subject to the accuracy of the representations and warranties of the Company and the Notes Guarantor contained herein or in certificates of any officer of the Company or any of its subsidiaries, to the performance by the Company and Notes Guarantor of their respective covenants and other obligations hereunder, and to the following further conditions:

(a) At the Closing Time, the Representatives shall have received (i) the favorable opinion, dated the Closing Time, of Davis Polk & Wardwell LLP, U.S. counsel for the Company, to the effect set forth in Exhibit A-1 hereto, (ii) the favorable opinion, dated the Closing Time, of Dyann S. Blaine, internal counsel of the Company, to the effect set forth in Exhibit A-2 hereto, and (iii) the favorable opinion of Blake, Cassels & Graydon LLP, Canadian counsel for the Company, to the effect set forth in Exhibit A-3 hereto and any additional local counsel required to give favorable opinions in each jurisdiction of Canada where sales occur, in each case in form and substance reasonably satisfactory to counsel for the Initial Purchasers, together with signed or reproduced copies of such letter for each of the other Initial Purchasers and to such further effect as counsel to the Initial Purchasers may reasonably request. In giving such opinions such counsel or the internal counsel of the Company may rely upon the opinions of counsel reasonably satisfactory to counsel for the Initial Purchasers. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers and other representatives of the Company and its subsidiaries and certificates of public officials.

(b) At the Closing Time, the Representatives shall have received the favorable

opinion, dated the Closing Time, of Vinson & Elkins L.L.P., U.S. counsel for the Initial Purchasers and Torys LLP, Canadian counsel for the Initial Purchasers and any additional local counsel required to give favorable opinions in each jurisdiction of Canada where sales occur, together with signed or reproduced copies of such letter for each of the other Initial Purchasers in form and substance reasonably satisfactory to the Representatives. In giving its opinion Vinson & Elkins L.L.P. may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York, the General Corporation Law of the State of Delaware and the federal securities laws of the United States, upon the opinions of counsel reasonably satisfactory to the Representatives. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers and other representatives of the Company and its subsidiaries and certificates of public officials.

(c) At the Closing Time, there shall not have been, since the date hereof or since the respective dates as of which information is given in the General Disclosure Package or the Final Offering Memorandum, a Material Adverse Effect, and the Representatives shall have received a certificate of the Chief Executive Officer and Chief Financial Officer of the Company, dated the Closing Time, to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Time and that the Company has complied in all material respects with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Time. The officers signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(d) At the time of the execution of this Agreement, the Representatives shall have received letters from each of Ernst & Young LLP, PricewaterhouseCoopers LLP and KPMG LLP, dated such date, in form and substance reasonably satisfactory to the Representatives, together with signed or reproduced copies of such letters for each of the other Initial Purchasers containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in the Offering Memorandum.

(e) At the Closing Time, the Representatives shall have received a letter from Ernst & Young LLP, PricewaterhouseCoopers LLP and KPMG LLP, dated as of the Closing Time, to the effect that they reaffirm the statements made in their respective letters furnished pursuant to subsection (d) of this Section, except that the specified date referred to shall be a date not more than three business days prior to the Closing Time.

(f) The "lock-up" agreements, each substantially in the form of Exhibit B hereto, addressed to the Representatives and signed by certain shareholders, officers and directors of the Company listed on Schedule F hereto relating to sales and certain other dispositions of Common Stock or certain other securities, shall have been delivered to the Representatives on or before the date hereof, and shall be in full force and effect at the Closing Time.

(g) At the Closing Time, the Conversion Shares shall have been approved for listing on Nasdaq, subject only to official notice of issuance, and conditionally approved for listing on the TSX, subject to satisfaction of customary TSX listing requirements.

(h) In the event that the Initial Purchasers exercise their option provided in Section 2(b) hereof to purchase all or any portion of the Optional Securities, the representations and warranties of the Company contained herein and the statements in any certificates furnished by the Company and any of its subsidiaries hereunder shall be true and correct as of each Date of Delivery and, at the relevant Date of Delivery, the Representatives shall have received:

(i) If requested by the Representatives, the favorable opinion of Davis Polk & Wardwell LLP, counsel for the Company, and Dyann S. Blaine, internal counsel of the Company, in each case in form and substance reasonably satisfactory to counsel for the Initial Purchasers, dated such Date of Delivery, relating to the Optional Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(a) hereof.

(ii) If requested by the Representatives, the favorable opinion of Vinson & Elkins L.L.P., counsel for the Initial Purchasers, dated such Date of Delivery, relating to the Optional Securities to be purchased on such Date of Delivery and otherwise to the same effect as the opinion required by Section 5(b) hereof.

(iii) A certificate, dated such Date of Delivery, of the Chief Executive Officer and Chief Financial Officer of the Company, to the same effect as the certificate required by Section 5(c) hereof.

(iv) If requested by the Representatives, letters from each of Ernst & Young LLP, PricewaterhouseCoopers LLP and KPMG LLP, in form and substance reasonably satisfactory to the Representatives and dated such Date of Delivery, substantially in the same form and substance as the letters furnished to the Representatives pursuant to Section 5(e) hereof, except that the "specified date" in the letters furnished pursuant to this paragraph shall be a date not more than three business days prior to such Date of Delivery.

(i) At the Closing Time and at each Date of Delivery (if any), counsel for the Initial Purchasers shall have been furnished with such documents and opinions as they may reasonably require for the purpose of enabling them to pass upon the issuance and sale of the Securities as herein contemplated, or in order to evidence the accuracy of any of the representations or warranties, or the fulfillment of any of the conditions, herein contained; and all proceedings taken by the Company and Notes Guarantor in connection with the issuance and sale of the Securities as herein contemplated shall be reasonably satisfactory in form and substance to the Representatives and counsel for the Initial Purchasers.

(j) If any condition specified in this Section 5 shall not have been fulfilled when and as required to be fulfilled, this Agreement, or, in the case of any condition to the purchase of Optional Securities on a Date of Delivery which is after the Closing Time, the obligations of the several Initial Purchasers to purchase the relevant Optional Securities, may be terminated by the Representatives by notice to the Company at any time at or prior to Closing Time or such Date of Delivery, as the case may be, and such termination shall be without liability of any party to any other party except as provided in Section 4 and except that Sections 1, 7, 8, 9, 14, 15, 16, and 17 shall survive any such termination and remain in full force and effect.

6. *Subsequent Offers and Resales of the Securities.*

(a) Each of the Initial Purchasers and the Company hereby establish and agree to observe the following procedures in connection with the offer and sale of the Securities:

(i) Offers and sales of the Securities shall be made to such persons and in such manner as is contemplated by the Offering Memorandum. Each Initial Purchaser severally agrees that it will not offer, sell or deliver any of the Securities in any jurisdiction outside the United States except under circumstances that will result in compliance with the applicable laws thereof, and that it will take at its own expense whatever action is required to permit its purchase and resale of the Securities in such jurisdictions. The Company has not entered into any contractual arrangement, other than this Agreement, with respect to the distribution of the Securities or the Conversion Shares issuable upon conversion of the Notes and the Company will not enter into any such arrangement except as contemplated hereby.

(ii) Each Initial Purchaser shall deliver to the Company, as soon as practicable and, in any event, in sufficient time to allow the Company to comply with Canadian Securities Laws and other regulatory requirements applicable in Canada, the full name, residential address or address for service, telephone number, corporate account number, and the name and registered representative number of the Initial Purchaser responsible for the purchase of, and the aggregate principal amount of Securities offered to be purchased by, each person to whom such Initial Purchaser has sold Securities, as well as, in respect of any "distributions" in British Columbia (as defined in Form 45-106F6 of National Instrument 45-106), confirmation as to whether the relevant person to whom such Initial Purchaser has sold Securities has indicated to the Initial Purchaser that it is an insider of the Company or a registrant and the name and telephone number of a contact person for each such purchaser.

(iii) The Securities will not be offered or sold in any manner involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or requiring the filing of a prospectus in any Canadian jurisdiction under applicable Canadian Securities Laws.

(iv) No sale of the Securities to any one Subsequent Purchaser will be for less than U.S. $1,000 principal amount and no Security will be issued in a smaller principal amount. If the Subsequent Purchaser is a non-bank fiduciary acting on behalf of others, each person for whom it is acting must purchase at least U.S. $1,000 principal amount of the Securities.

(b) The Company covenants with each Initial Purchaser as follows:

(i) The Company agrees that it will not and will cause its Affiliates not to, directly or indirectly, solicit any offer to buy, sell or make any offer or sale of, or otherwise negotiate in respect of, securities of the Company of any class if, as a result of the doctrine of "integration" referred to in Rule 502 under the Securities Act Regulations, such offer or sale would render invalid (for the purpose of (i) the sale of the offered Securities by the Company to the Initial Purchasers, (ii) the resale of the offered Securities by the Initial Purchasers to Subsequent Purchasers or (iii) the resale of the offered Securities by such Subsequent Purchasers to others) the exemption from the registration requirements of the Securities Act provided by, in the case of sales of Securities to the Initial Purchasers, Section 4(a)(2) thereof or, in the case of resales by the Initial Purchasers or Subsequent Purchasers, by Rule 144A.

(ii) The Company agrees that, in order to render the offered Securities eligible for resale pursuant to Rule 144A, while any of the offered Securities remain outstanding, it will make available, upon request, to any holder of offered Securities or prospective purchasers of Securities the information specified in Rule 144A(d)(4), unless the Company furnishes information to the Commission pursuant to Section 13 or 15(d) of the Exchange Act.

(iii) Until the expiration of one year after the original issuance of the offered Securities, the Company will not, and will cause its Affiliates not to, resell any offered Securities which are "restricted securities" (as such term is defined under Rule 144(a)(3)), whether as beneficial owner or otherwise (except as agent acting as a securities broker on behalf of and for the account of customers in the ordinary course of business in unsolicited broker's transactions).

(iv) Each of the Notes will bear, to the extent applicable, the legend contained in "Transfer Restrictions" in the General Disclosure Package and the Final Offering Memorandum for the time period and upon the other terms stated therein.

(v) Each of the Notes sold in Canada will bear the legend referred to in "Representations and Acknowledgements of Purchasers" in the General Disclosure Package and the Final Offering Memorandum for the time period and upon the other terms stated therein.

(c) Each Initial Purchaser severally and not jointly represents and warrants to,

and agrees with, the Company that it is a Qualified Institutional Buyer and an "accredited investor" within the meaning of Rule 501(a) under the Securities Act Regulations. Each Initial Purchaser understands that the Securities have not been and will not be registered under the Securities Act and may not be sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Initial Purchaser understands that the Securities have not and will not be qualified under a prospectus in any jurisdiction in Canada and may only be sold to persons in a manner exempt from the prospectus requirement under Canadian Securities Laws in reliance on one or more exemptions from the prospectus requirement and only to such persons or entities and in such manner that, pursuant to the provisions of the Canadian Securities Laws applicable in the applicable Canadian jurisdictions, no prospectus or similar documents need be filed with or delivered to any Canadian Securities Commissions in any applicable Canadian jurisdictions in connection therewith (other than, if applicable, the post-closing delivery of the Final Offering Memorandum and any required reports pursuant to Canadian Securities Laws applicable in respect of the exempt private placement of the Securities). Each Initial Purchaser severally represents and agrees that it has not sold, and will not sell, any Notes constituting part of its allotment except in accordance with Rule 144A and, to the extent applicable, Canadian Securities Laws. Each Initial Purchaser severally represents and agrees that neither it nor any person acting on its behalf has made or will make offers or sales of the Securities in any manner involving a public offering in the United States within the meaning of Section 4(a)(2) of the Securities Act. Each Initial Purchaser will take reasonable steps to inform, and cause each of its affiliates (as such term is defined in Rule 501(b) under the Securities Act Regulations (each, an "**Affiliate**")) to take reasonable steps to inform, persons acquiring Securities from such Initial Purchaser or Affiliate, as the case may be, in the United States that the Securities (A) have not been and will not be registered under the Securities Act, (B) are being sold to them without registration under the Securities Act in reliance on Rule 144A and (C) may not be sold or otherwise transferred except (1) to the Company or one of its subsidiaries, (2) under a registration statement that has been declared effective under the Securities Act, (3) to a person whom the seller reasonably believes is a Qualified Institutional Buyer that is purchasing such Securities for its own account or for the account of a Qualified Institutional Buyer to whom notice is given that the offer, sale or transfer is being made in reliance on Rule 144A, all in compliance with Rule 144A, or (4) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available). In addition, each Initial Purchaser severally and not jointly represents to, and agrees with the Company that, with respect to sales of the Notes in Canada, it will not engage in any "directed selling efforts" as such term is defined under Rule 902(c) of Regulation S under the Securities Act.

7. *Indemnification*.

(a) The Company and the Notes Guarantor, jointly and severally, agree to indemnify and hold harmless each Initial Purchaser, its Affiliates, its officers, employees, selling agents and each person, if any, who controls any Initial Purchaser within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of any untrue statement or alleged untrue statement of a material fact included in any Preliminary Offering Memorandum, the Final Offering Memorandum, the information contained in the Final Term Sheet, any Issuer Written Information, any General Solicitation or any other information used by or on behalf of the Company in connection with the offer or sale of the Securities (or any amendment or supplement to the foregoing) or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission; provided that (subject to Section 7(d) below) any such settlement is effected with the written consent of the Company; or

(iii) against any and all expense whatsoever, as incurred (including the reasonable fees and disbursements of counsel chosen by the Representatives), reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under 7(a)(i) or 7(a)(ii) above;

(iv) any breach or default under any representation, warranty, covenant or agreement of the Company in this Agreement to or with the Initial Purchasers; or

(v) the Company failing to comply with any requirement of any securities laws relating to the offering of the Securities;

provided, however, that this indemnity agreement shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in any Preliminary Offering Memorandum or the Final Offering Memorandum (or any amendment or supplement to the foregoing) in reliance upon and in conformity with the Initial Purchaser Information.

(b) Each Initial Purchaser severally agrees to indemnify and hold harmless the Company, the Notes Guarantor, and their respective directors, its officers, its employees and each person, if any, who controls the Company or the Notes Guarantor within the

meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, against any and all loss, liability, claim, damage and expense described in the indemnity contained in subsection (a) of this Section 7, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in any Preliminary Offering Memorandum, the Final Offering Memorandum, any Issuer Written Information, any General Solicitation or any other information used by or on behalf of the Company in connection with the offer or sale of Securities (or any amendment or supplement to the foregoing) in reliance upon and in conformity with the Initial Purchaser Information.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 7(a) or 7(b), such person (the "**indemnified party**") shall promptly notify, in writing, the person against whom such indemnity may be sought (the "**indemnifying party**") (but the failure to so notify an indemnifying party shall not relieve such indemnifying party from its obligations hereunder to the extent it was not materially prejudiced as a result thereof and in any event shall not otherwise relieve it from any liability that it may have otherwise than on account of this indemnity agreement), and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay fees and disbursements of such counsel, calculated on a solicitor and his own client basis, related to such proceeding (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below). In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (i) the fees and expenses of more than one separate firm (in addition to any local counsel) for all Initial Purchasers and their respective directors, its officers, its employees and each person, if any, who controls the Company or the Notes Guarantor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and (ii) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Company and the Notes Guarantor, their respective directors, its officers, its employees and each person, if any, who controls the Company or the Notes Guarantor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, and that all such fees and expenses shall be reimbursed as they are incurred. In the case of any such separate firm for the

Initial Purchasers and such control persons and affiliates of any Initial Purchasers, such firm shall be designated in writing by the Representatives. In the case of any such separate firm for the Company and the Notes Guarantor, and their respective directors, officers and control persons of the Company, such firm shall be designated in writing by the Company. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) Notwithstanding the foregoing, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for reasonable fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 7(a)(ii) effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 45 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement.

8. *Contribution*. To the extent indemnification provided for in Section 7 hereof is unavailable for any reason or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party thereunder, shall contribute to the aggregate amount of such losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Notes Guarantor, on the one hand, and the Initial Purchasers, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) above is not available for any reason, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company and the Notes Guarantor, on the one hand, and of the Initial Purchasers, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company and the Notes Guarantor, on the one hand, and the Initial Purchasers, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company, on the one hand, and the total discounts and commissions received by the Initial Purchasers, on the other hand, bear to the aggregate initial offering price of the Securities as set forth on the cover of the Final Offering Memorandum.

The relative fault of the Company and the Notes Guarantor, on the one hand, and the Initial Purchasers, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or then omission or alleged omission to state a material fact relates to information supplied by the Company, on the

one hand, or by the Initial Purchasers, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission.

The Company, the Notes Guarantor and the Initial Purchasers agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation (even if the Initial Purchasers were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section 8. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 8 shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation or any inquiry, investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 8, no Initial Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Securities purchased by it and distributed to the public were offered to the public exceeds the amount of any damages that such Initial Purchaser has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act or Canadian common law or civil law, as applicable) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 8, each officer of an Initial Purchaser, each employee of an Initial Purchaser and each person, if any, who controls an Initial Purchaser within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each Initial Purchaser's Affiliates and selling agents shall have the same rights to contribution as such Initial Purchaser, and each director, officer and employee of the Company and the Notes Guarantor as well as, each person, if any, who controls the Company or the Notes Guarantor within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act shall have the same rights to contribution as the Company and the Notes Guarantor. The Initial Purchasers' respective obligations to contribute pursuant to this Section 8 are several in proportion to the aggregate principal amount of Firm Securities set forth opposite their respective names in Schedule A hereto and not joint.

9. *Representations, Warranties and Agreements to Survive*. All representations, warranties and agreements contained in this Agreement or in certificates of officers of the Company or any of its subsidiaries submitted pursuant hereto, shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of any Initial Purchaser or its Affiliates or selling agents, any person controlling any Initial Purchaser, its officers or directors or any person controlling the Company or the Notes Guarantor and (ii) delivery of and payment for the Securities.

10. *Termination of Agreement.*

(a) In addition to any other remedies which may be available to the Initial Purchasers, the Representatives may terminate this Agreement, by notice to the Company, at any time at or prior to the Closing Time (i) any inquiry, investigation or other proceeding is commenced or any order is issued under or pursuant to any statute of the United States, Canada or of any state, province or territory thereof or otherwise (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Initial Purchasers), or there is any change of law, or the interpretation or administration thereof, which in the reasonable opinion of the Representatives operates to prevent or restrict the resale of the Securities, (ii) there shall occur or be discovered by the Representatives any material change in the financial condition, assets, liabilities, business, affairs or operations of the Company and its subsidiaries (taken as a whole), which, in the Representatives' reasonable opinion, makes it impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated by the General Disclosure Package or the Offering Memorandum, (iii) there has occurred any material change in the state of the financial markets, which, in the Representatives' reasonable opinion, makes it impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated by the General Disclosure Package; (iv) there shall occur or have been announced any change or proposed change in the federal income tax laws of Canada or the United States, the regulations thereunder, current administrative decisions or practices or court decisions, any other applicable rules or the interpretation or administration thereof which, in any such case, in the Representatives' reasonable opinion, could be expected to have a Material Adverse Effect on the securities of the Company, (v) trading generally shall have been suspended or materially limited on, or by, as the case may be, any of the New York Stock Exchange, Nasdaq or the TSX, (vi) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (vii) a material disruption in commercial banking or securities settlement, payment or clearance services in the United States or Canada shall have occurred, (viii) any moratorium on commercial banking activities shall have been declared by Federal, New York State or Canadian authorities or (ix) there shall have occurred any outbreak or escalation of hostilities, or any change in financial markets, currency exchange rates or controls or any calamity or crisis that, in the Representatives' judgment, is material and adverse and which, singly or together with any other event specified in this clause (ix), makes it, in the Representatives' judgment, impracticable or inadvisable to proceed with the offer, sale or delivery of the Securities on the terms and in the manner contemplated in the General Disclosure Package or the Final Offering Memorandum.

(b) If this Agreement is terminated pursuant to this Section 10, such termination shall be without liability of any party to any other party except as provided in Section 4 and provided further that Sections 1, 7, 8, 9, 14, 15, 16, and 17 shall survive such termination and remain in full force and effect.

11. *Default by One or More of the Initial Purchasers*. If one or more of the Initial Purchasers shall fail at the Closing Time or a Date of Delivery to purchase the Securities which it or

they are obligated to purchase under this Agreement (the "**Defaulted Securities**"), the Representatives shall have the right, within 24 hours thereafter, to make arrangements for one or more of the non-defaulting Initial Purchasers, or any other initial purchasers, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms herein set forth; if, however, the Representatives shall not have completed such arrangements within such 24-hour period, then:

(a) if the number of Defaulted Securities does not exceed 10% of the aggregate principal amount of the Securities to be purchased on such date, each of the non-defaulting Initial Purchasers shall be obligated, severally and not jointly, to purchase the full amount thereof in the proportions that their respective purchase obligations hereunder bear to the purchase obligations of all non-defaulting Initial Purchasers, or

(b) if the number of Defaulted Securities exceeds 10% of the aggregate principal amount of the Securities to be purchased on such date, this Agreement or, with respect to any Date of Delivery which occurs after the Closing Time, the obligation of the Initial Purchasers to purchase, and the Company to sell, the Optional Securities to be purchased and sold on such Date of Delivery, shall terminate without liability on the part of any non-defaulting Initial Purchaser.

No action taken pursuant to this Section shall relieve any defaulting Initial Purchaser from liability in respect of its default.

In the event of any such default which does not result in a termination of this Agreement or, in the case of a Date of Delivery which is after the Closing Time, which does not result in a termination of the obligation of the Initial Purchasers to purchase and the Company to sell the relevant Optional Securities, as the case may be, either the (i) Representatives or (ii) the Company shall have the right to postpone Closing Time or the relevant Date of Delivery, as the case may be, for a period not exceeding seven days in order to effect any required changes in the General Disclosure Package or the Final Offering Memorandum or in any other documents or arrangements. As used herein, the term "Initial Purchaser" includes any person substituted for an Initial Purchaser under this Section 11.

12. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication. Notices to the Initial Purchasers shall be directed as follows:

If to the Company:

Pier 1, Bay 3
San Francisco, CA 94111
Attention: General Counsel
Fax Number: (415) 362-7900
Email Address: generalcounsel@patternenergy.com

with a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Facsimile: 212-701-5674
Attention: Richard Truesdell

If to the Representatives:

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036
Attention: Syndicate Department (facsimile: (646) 855-3073)
With a copy to: ECM Legal (facsimile: (212) 230-8730)

BMO Capital Markets Corp.
3 Times Square, 27th Floor
New York, NY, 10036
Attention: Michael Starzan
Fax Number: (212) 885-4165
Email Address: michael.starzan@bmo.com

Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013
Attention: General Counsel
Facsimile number 1-646-291-1469

with a copy to:

Vinson & Elkins L.L.P.
666 Fifth Avenue, 26th Floor
New York, New York 10103
Facsimile: (917) 849-5353
Attention: Shelley A. Barber

13. *No Advisory or Fiduciary Relationship*. The Company and the Notes Guarantor acknowledge and agree that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the initial offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company and the Notes Guarantor, on the one hand, and the several Initial Purchasers, on the other hand, (b) in connection with the offering of the Securities and the process leading thereto, each Initial Purchaser is and has been acting solely as a principal and is not the agent or fiduciary of the Company or the Notes

Guarantor, any of their respective subsidiaries or their respective stockholders, creditors, employees or any other party, (c) no Initial Purchaser has assumed or will assume an advisory or fiduciary responsibility in favor of the Company or the Notes Guarantor with respect to the offering of the Securities or the process leading thereto (irrespective of whether such Initial Purchaser has advised or is currently advising the Company or any of its subsidiaries on other matters) and no Initial Purchaser has any obligation to the Company or the Notes Guarantor with respect to the offering of the Securities except the obligations expressly set forth in this Agreement, (d) the Initial Purchasers and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and the Notes Guarantor and (e) the Initial Purchasers have not provided any legal, accounting, regulatory or tax advice with respect to the offering of the Securities and the Company and the Notes Guarantor have consulted their own respective legal, accounting, regulatory and tax advisors to the extent it was deemed appropriate.

14. *Parties*. This Agreement shall each inure to the benefit of and be binding upon the Initial Purchasers, the Company and the Notes Guarantor and their respective successors. Nothing expressed or mentioned in this Agreement is intended or shall be construed to give any person, firm or corporation, other than the Initial Purchasers, the Company and the Notes Guarantor and their respective successors and the controlling persons and officers, employees and directors referred to in Sections 7 and 8 and their heirs and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained. This Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the Initial Purchasers, the Company and the Notes Guarantor and their respective successors, and said controlling persons and officers, employees and directors and their heirs and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser of Securities from any Initial Purchaser shall be deemed to be a successor by reason merely of such purchase.

15. *Trial by Jury*. The Company and the Notes Guarantor (in each case, on its behalf and, to the extent permitted by applicable law, on behalf of its stockholders and affiliates) and each of the Initial Purchasers hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

16. *GOVERNING LAW*. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF, THE STATE OF NEW YORK WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.

17. *Consent to Jurisdiction; Waiver of Immunity*. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("**Related Proceedings**") shall be instituted in (i) the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan or (ii) the courts of the State of New York located in the City and County of New York, Borough of Manhattan (collectively, the "**Specified Courts**"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceedings. Service of any process, summons, notice or document by mail to such party's address set forth above shall be

effective service of process for any Related Proceeding brought in any Specified Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any Related Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any such court has been brought in an inconvenient forum.

18. *TIME*. TIME SHALL BE OF THE ESSENCE OF THIS AGREEMENT. EXCEPT AS OTHERWISE SET FORTH HEREIN, SPECIFIED TIMES OF DAY REFER TO NEW YORK CITY TIME.

19. *Judgment Currency*. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder into any currency other than United States dollars, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Initial Purchasers could purchase United States dollars with such other currency in The City of New York on the business day preceding that on which final judgment is given. The obligation of the Company with respect to any sum due from it to any Initial Purchaser or any person controlling any Initial Purchaser shall, notwithstanding any judgment in a currency other than United States dollars, not be discharged until the first business day following receipt by such Initial Purchaser or controlling person of any sum in such other currency, and only to the extent that such Initial Purchaser or controlling person may in accordance with normal banking procedures purchase United States dollars with such other currency. If the United States dollars so purchased are less than the sum originally due to such Initial Purchaser or controlling person hereunder and the Company agree as a separate obligation and notwithstanding any such judgment, to indemnify such Initial Purchaser or controlling person against such loss. If the United States dollars so purchased are greater than the sum originally due to such Initial Purchaser or controlling person hereunder, such Initial Purchaser or controlling person agrees to pay to the Company an amount equal to the excess of the dollars so purchased over the sum originally due to such Initial Purchaser or controlling person hereunder.

20. *Counterparts*. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

21. *Effect of Headings*. The Section headings herein are for convenience only and shall not affect the construction hereof.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to the Company a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement among the Initial Purchasers, the Company and the Notes Guarantor in accordance with its terms.

Very truly yours,

PATTERN ENERGY GROUP INC.

By: /s/ Michael J. Lyon
Name: Michael J. Lyon
Title: Chief Financial Officer

PATTERN US FINANCE COMPANY LLC

By: /s/ Michael J. Lyon
Name: Michael J. Lyon
Title: Authorized Signatory

CONFIRMED AND ACCEPTED,
as of the date first above written

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Prasanth Rao-Kathi
Authorized Signatory

BMO CAPITAL MARKETS CORP.

By: /s/ Michael Starzan
Authorized Signatory

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Greg Kantrowitz
Authorized Signatory

For themselves and as Representatives of the other Initial Purchasers named in Schedule A hereto.

SCHEDULE A

The purchase price to be paid by the Initial Purchasers for the Firm Notes and the Additional Notes shall be **% of the principal amount thereof plus accrued and unpaid interest, if any, from July 28, 2015.

The interest rate on the Notes shall be 4.00% per annum.

Name of Initial Purchaser	Principal Amount of Securities
Merrill Lynch, Pierce, Fenner & Smith Incorporated	56,250,000
BMO Capital Markets Corp.	56,250,000
Citigroup Global Markets Inc.	56,250,000
Morgan Stanley & Co. LLC	28,125,000
RBC Capital Markets, LLC	28,125,000
Total	$225,000,000

SCHEDULE B

PRICING TERM SHEET

Dated July 22, 2015

Pattern Energy Group Inc.
4.00% Convertible Senior Notes due 2020

The information in this pricing term sheet supplements Pattern Energy Group Inc.'s preliminary offering memorandum, dated July 21, 2015 (the "Preliminary Offering Memorandum"), and supersedes the information in the Preliminary Offering Memorandum to the extent inconsistent with the information in the Preliminary Offering Memorandum. In all other respects, this term sheet is qualified in its entirety by reference to the Preliminary Offering Memorandum. Terms used herein but not defined herein shall have the respective meanings as set forth in the Preliminary Offering Memorandum. All references to dollar amounts are references to U.S. dollars.

Issuer:	Pattern Energy Group Inc. (The NASDAQ Global Select Market ("Nasdaq"): PEGI / Toronto Stock Exchange: PEG) (the "Issuer")
Title of securities:	4.00% Convertible Senior Notes due 2020 (the "notes")
Aggregate principal amount offered:	$225,000,000 aggregate principal amount of notes
Over-allotment option:	Up to an additional $33,750,000 aggregate principal amount of notes
Use of proceeds:	The Issuer estimates that the net proceeds from the offering of notes will be approximately $218.8 million (or $251.8 million if the initial purchasers exercise their over-allotment option in full), after deducting the initial purchasers' discounts and commissions and estimated offering expenses payable by the Issuer. The Issuer also expects that it will receive net proceeds from the concurrent offering (as defined below) of approximately $120.2 million (or $138.4 million if the underwriters of that offering exercise their over-allotment option to purchase additional Class A shares in full), after deducting underwriting discounts and commissions and estimated offering expenses payable by the Issuer in connection with that offering. The Issuer intends to use approximately $95.0 million of the aggregate net proceeds from the offering of notes and from the concurrent offering to repay a portion of the amounts drawn under the Issuer's revolving credit facility to finance the acquisitions of the Issuer's interests in the K2 Acquisition, the Lost Creek Acquisition and the Post Rock Acquisition. In addition, the Issuer plans to use approximately $85.8 million to fund the acquisition of the noncontrolling interests in the Gulf Wind project and approximately $154.1 million for the prepayment of the outstanding balance of the Gulf Wind project's term loan facility. The Issuer intends to use the remaining net proceeds for general corporate purposes. See "Use of Proceeds" in the Preliminary Offering Memorandum.

Maturity date:	July 15, 2020
Interest rate:	4.00% per annum, accruing from the settlement date
Issue price:	The notes will be issued at a price of 100% of their principal amount, *plus* accrued interest, if any, from the settlement date
Interest payment dates:	Each January 15 and July 15, beginning on January 15, 2016
Initial conversion rate:	35.4925 Class A shares per $1,000 principal amount of notes
Nasdaq consolidated closing bid price on July 22, 2015:	$23.70 per Class A share
Conversion premium:	22.5% above the concurrent offering price (as defined below)
Initial conversion price:	Approximately $28.175 per Class A share
Book-running managers:	Merrill Lynch, Pierce, Fenner & Smith Incorporated BMO Capital Markets Corp. Citigroup Global Markets Inc. Morgan Stanley & Co. LLC RBC Capital Markets, LLC
Trade date:	July 23, 2015
Settlement date:	July 28, 2015
CUSIP/ISIN:	Restricted CUSIP Number: 70338PAA8 Restricted ISIN Number: US70338PAA84
Concurrent offering:	Concurrently with this offering of the notes, the Issuer is offering, in a transaction registered under the Securities Act of 1933, as amended (the "Securities Act") and a distribution to the public qualified in each of the provinces and territories of Canada, and by means of a separate prospectus and prospectus supplement, 5,435,000 of the Issuer's Class A shares (or 6,250,250 Class A shares if the underwriters for the concurrent offering exercise their over-allotment option to purchase additional Class A shares in full) at an offering price of $23.00 per Class A share (the "concurrent offering price").

Adjustment to conversion rate upon a make-whole fundamental change:

The following table sets forth the number of "additional shares" (as defined under "Description of Notes—Conversion Rights—Increase in Conversion Rate upon Conversion upon a Make-Whole Fundamental Change" in the Preliminary Offering Memorandum) by which the conversion rate will be increased per $1,000 principal amount of notes for each stock price and effective date set forth below:

	Stock Price								
	$23.00	$25.00	$27.00	$28.18	$30.00	$35.00	$40.00	$45.00	$50.00
July 28, 2015	7.9857	5.6833	3.9997	3.2328	2.3091	0.8629	0.2811	0.0735	0.0000
July 15, 2016	7.9857	5.6833	3.9997	3.2328	2.3091	0.8207	0.2400	0.0521	0.0000
July 15, 2017	7.9857	5.6833	3.9997	3.2328	2.2610	0.7100	0.1708	0.0253	0.0000
July 15, 2018	7.9857	5.6833	3.9464	3.0472	1.9926	0.5037	0.0807	0.0000	0.0000
July 15, 2019	7.9857	5.4728	3.3353	2.4080	1.3777	0.1890	0.0000	0.0000	0.0000
July 15, 2020	7.9857	4.5075	1.5445	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact stock prices and effective dates may not be set forth in the table above, in which case:

- if the stock price is between two stock prices in the table or the effective date is between two effective dates in the table, the number of additional shares by which the conversion rate will be increased will be determined by a straight-line interpolation between the number of additional shares set forth for the higher and lower stock prices and the earlier and later effective dates, as applicable, based on a 365-day year;
- if the stock price is greater than $50.00 per share (subject to adjustment in the same manner as the stock prices set forth in the column headings of the table above), no additional shares will be added to the conversion rate; and
- if the stock price is less than $23.00 per share (subject to adjustment in the same manner as the stock prices set forth in the column headings of the table above), no additional shares will be added to the conversion rate.

Notwithstanding the foregoing, in no event will the conversion rate exceed 43.4782 Class A shares per $1,000 principal amount of notes, subject to adjustments in the same manner as the conversion rate as set forth under "Description of Notes—Conversion Rate Adjustments" in the Preliminary Offering Memorandum.

General

This communication is intended for the sole use of the person to whom it is provided by the sender. This material is confidential and is for your information only and is not intended to be used by anyone other than you. This information does not purport to be a complete description of the notes or the offering.

This communication does not constitute an offer to sell or the solicitation of an offer to buy any notes in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction.

The offer and sale of the notes and the Class A shares issuable upon conversion, if any, thereof have not been registered, and will not be registered, under the Securities Act, and the notes may not be offered or sold

within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the notes are being offered and sold only to "qualified institutional buyers" (as defined in Rule 144A under the Securities Act). The notes and the Class A shares issuable upon conversion, if any, have not been and will not be qualified for sale to the public under applicable Canadian securities laws, and accordingly, an offer and sale of the notes in Canada will be made to "accredited investors" (as defined under Canadian securities laws) who are also "qualified institutional buyers" pursuant to available exemptions from the prospectus requirement under applicable Canadian securities laws.

SCHEDULE C

Issuer Written Information

Final Term Sheet in the form set forth on Schedule B

General Solicitations

None.

SCHEDULE D

Subsidiaries of the Company

Entity	Ownership Interest
Grand Renewable Wind GP Inc.	50%
Grand Renewable Wind LP	45%
Hatchet Ridge Holdings LLC	100%
Hatchet Ridge Wind, LLC	100%
Logan's Gap B Member LLC	100%
Logan's Gap Holdings LLC	100%
Logan's Gap Wind LLC	100%
Nevada Wind Holdings LLC	100%
Ocotillo Express LLC	100%
Ocotillo Wind Holdings LLC	100%
Parque Eólico El Arryán SpA	70%
Pattern Canada Finance Company ULC	100%
Pattern Canada Operations Holdings ULC	100%
Pattern Chile Holdings LLC	100%
Pattern Chile Holdings SpA	100%
Pattern Chile Operators SpA	100%
Pattern El Arrayan Chile SpA	100%
Pattern El Arrayan Holding Limitada	100%
Pattern Finance Chile LLC	100%
Pattern Gulf Wind Equity LLC	100%
Pattern Gulf Wind Holdings LLC	40%
Pattern Gulf Wind LLC	40%
Pattern Operators Canada ULC	100%
Pattern Operators GP LLC	100%
Pattern Operators LP	100%
Pattern Operators Puerto Rico LLC	100%
Pattern Santa Isabel LLC	100%
Pattern St. Joseph Holdings Inc.	100%
Pattern US Finance Company LLC	100%
Pattern US Operations Holdings LLC	100%
Santa Isabel Holdings LLC	100%
South Kent Wind GP Inc.	50%
South Kent Wind LP	50%

Entity	Ownership Interest
Spring Valley Wind LLC	100%
St. Joseph Windfarm Inc.	100%
Panhandle B Holdco LLC	100%
Panhandle B Member LLC	100%
Panhandle B Member 2 LLC	100%
Panhandle Wind Holdings LLC	100%
Panhandle Wind Holdings 2 LLC	81%
Pattern Panhandle Wind LLC	79%
Pattern Panhandle Wind 2 LLC	81%
Lost Creek Wind Finco, LLC	100%
Lost Creek Wind Holdco, LLC	100%
Lost Creek Wind, LLC	100%
Lincoln County Wind Project Holdco, LLC	100%
Post Rock Wind Power Project, LLC	100%
K2 Wind Ontario Limited Partnership	33% LP Interest 0.0033% GP Interest
K2 Wind Ontario Inc.	33%
Fowler Ridge IV B Member LLC	100%
Fowler Ridge IV Wind LLC	100%

SCHEDULE E

Covered Agreements

1. Bilateral Management Services Agreement by and among the Company and PEG LP dated as of October 2, 2013
2. First Amendment to Bilateral Management Services Agreement dated as of July 3, 2015 by and among the Company and Pattern Energy Group LP
3. Contribution Agreement by and among the Company, Pattern Renewables LP and PEG LP
4. Purchase Rights Agreement by and among PEG LP, the Company, Pattern Energy Group Holdings LP and Pattern Energy GP LLC
5. Non-Competition Agreement by and between the Company and PEG LP
6. Registration Rights Agreement between the Company and PEG LP
7. Participation Agreement A, dated as of December 14, 2010, among Hatchet Ridge Wind, LLC, as Facility Lessee, Hatchet Ridge Wind 2010-A, as Owner Lessor, Wells Fargo Delaware Trust Company, National Association, as Owner Trustee, MetLife Renewables Holding, LLC, as Owner Participant, Wilmington Trust Company, as Indenture Trustee, and Crédit Agricole CIB, as PPA LOC Provider.
8. Participation Agreement B, dated as of December 14, 2010, among Hatchet Ridge Wind, LLC, as Facility Lessee, Hatchet Ridge Wind 2010-B, as Owner Lessor, Wells Fargo Delaware Trust Company, National Association, as Owner Trustee, MetLife Renewables Holding, LLC, as Owner Participant, Wilmington Trust Company, as Indenture Trustee, and Crédit Agricole CIB, as PPA LOC Provider.
9. Power Purchase and Sale Agreement, dated as of November 20, 2008, between Pacific Gas and Electric Company and Hatchet Ridge Wind, LLC, as amended by that certain Letter Agreement, dated as of March 30, 2009, and as further amended by that certain Letter Agreement, dated as of June 12, 2009.
10. Credit Agreement, dated as of February 24, 2010, among Pattern Gulf Wind LLC, as Borrower, Mizuho Corporate Bank, Ltd., acting through its New York Branch, as Administrative Agent for the Lenders, Collateral Agent for the Secured Parties, Joint Lead Arranger and Joint Bookrunner, Banco Espirito Santo, S.A., acting through its New York Branch, as Joint Lead Arranger and Joint Lead Bookrunner, Bayerische Landesbank, acting through its New York Branch, as Joint Lead Arranger and Joint Lead Bookrunner, Commerzbank AG, acting through its New York and Grand Cayman Branches, as Joint Lead Arranger and Joint Lead Bookrunner, HSH Nordbank AG, New York Branch, as Joint Lead Arranger and Joint Lead Bookrunner, ING Capital LLC, as Joint Lead Arranger and Joint Lead Bookrunner, and the lenders from time to time party thereto, as amended by Amendment No. 1 to Credit Agreement, dated as of March 12, 2010, as further amended by Consent and Amendment No. 2, dated as of September 3, 2010, and as further amended by Consent and Amendment No. 3, dated as of July 29, 2011.

11. ISDA Master Agreement, dated as of March 16, 2010, between Pattern Gulf Wind LLC and Credit Suisse Energy LLC.

12. Schedule to the 1992 Master Agreement, dated as of March 16, 2010, between Pattern Gulf Wind LLC and Credit Suisse Energy LLC.

13. Power Purchase and Operating Agreement, dated as of June 11, 2010, between Pattern Santa Isabel LLC and the Puerto Rico Electric Power Authority, as amended by Amendment No. 1, dated as of August 29, 2012.

14. Financing Agreement, dated as of October 6, 2011, among Pattern Santa Isabel LLC, as Borrower, Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent and Siemens Financial Services, Inc. and the other financial institutions from time to time party thereto, as Lenders.

15. Financing Agreement, dated as of August 24, 2011, among Spring Valley Wind LLC, as Borrower, Crédit Agricole Corporate and Investment Bank, as Administrative Agent, Co-Bookrunner, Joint Lead Arranger, LC Issuer and Lender, Union Bank, N.A., as Collateral Agent, Co-Bookrunner, Joint Lead Arranger, Syndication Agent and Lender, and Siemens Financial Services, Inc. and the other Lenders party thereto.

16. Long-Term Firm Portfolio Energy Credit and Renewable Power Purchase Agreement, dated as of January 28, 2010, as amended by the First Amendment, dated as of August 6, 2010, and the Second Amendment, dated as of October 13, 2010, between Nevada Power Company (d/b/a NV Energy) and Spring Valley Wind LLC.

17. Amended Credit and Security Agreement, dated as of April 4, 2011, between The Manitoba Hydro-Electric Board, as Lender, and St. Joseph Windfarm Inc., as Borrower.

18. Power Purchase Agreement for Wind Generated Energy, dated as of March 18, 2010, between The Manitoba Hydro-Electric Board (Power Supply Business Unit) and St. Joseph Windfarm Inc.

19. Power Purchase Agreement, dated as of February 1, 2011, between Ocotillo Express LLC and San Diego Gas & Electric Company, as amended by the First Amendment, dated as of September 28, 2011, as further amended by the Second Amendment, dated as of February 14, 2012, and as further amended by the Third Amendment, dated as of September 14, 2012.

20. Financing Agreement, dated as of October 11, 2012, among Ocotillo Express LLC, a Delaware limited liability company, as Borrower, Deutsche Bank Trust Company Americas, Trust and Agency Services, as Administrative Agent and Collateral Agent, Deutsche Bank Trust Company Americas, as a Co-Structuring Bank, a Joint Bookrunner, a Mandated Lead Arranger, and the Hedging Coordinator, Royal Bank of Canada, as a Co-Structuring Bank, a Joint Bookrunner, a Mandated Lead Arranger, and the PPA LC Issuing Bank, The Royal Bank of Scotland PLC, as a Mandated Lead Arranger and the DSR LC Issuing Bank, Keybank National Association, as a Mandated Lead Arranger, SG Americas Securities, LLC,

as a Mandated Lead Arranger, Societe Generale, as the O&M LC Issuing Bank, Norddeutsche Landesbank Girozentrale, New York Branch, as a Mandated Lead Arranger, North American Development Bank, as a Mandated Lead Arranger and the NADB Tranche Lender, and the other lenders party thereto, as amended by that certain Waiver and Amendment No. 1, dated as of August 21, 2013.

21. Power Purchase Agreement, dated as of August 2, 2011, between South Kent Wind LP and Ontario Power Authority, as amended by the Contract Amendment Agreement, dated as of January 28, 2013.

22. Credit Agreement, dated as of May 3, 2012, among Parque Eólico El Arrayán SpA, as the Borrower, the Bank of Tokyo-Mitsubishi UFJ, Ltd., as a Mandated Lead Arranger, Administrative Agent, and an Issuing Bank, Sumitomo Mitsui Banking Corporation, as a Mandated Lead Arranger, the initial EKF Tranche Lender, the EKF Facility Agent and an Issuing Bank, Crédit Agricole Corporate & Investment Bank, as a Mandated Lead Arranger and an Issuing Bank, the Bank of Tokyo-Mitsubishi UFJ, Ltd., Santiago branch, as the Onshore Collateral Agent for the Secured Parties, Union Bank, N.A., as Offshore Collateral Agent for the Secured Parties, and Eksportlaaneordningen (the Export Credit Arrangement), as the successor EKF Tranche Lender, and the lenders from time to time party thereto, as amended by that certain Amendment No. 1, dated as of June 17, 2012, as further amended by that certain Amendment No. 2, dated as of June 30, 2012, and as further amended by that certain Consent and Amendment No. 3, dated as of September 20, 2012.

23. Purchase and Sale Agreement, dated as of December 20, 2013, by and between Pattern Canada Operations Holdings ULC and Pattern Energy Group LP (Grand PSA).

24. Purchase and Sale Agreement, dated as of May 1, 2014, by and among Pattern Energy Group Inc., Pattern Renewables LP and Pattern Energy Group LP (PH1 PSA)

25. Purchase and Sale Agreement, dated as of December 20, 2013, by and among Pattern Energy Group Inc., Panhandle B Holdco 2 LLC and Pattern Energy Group LP (PH2 PSA).

26. Management, Operation and Maintenance Agreement, dated as of December 20, 2013, by and between Pattern Panhandle Wind 2 LLC and Pattern Operators LP (PH2 MOMA).

27. Project Administration Agreement, dated as of December 20, 2013, by and between Pattern Panhandle Wind 2 LLC and Pattern Operators LP (PH2 PAA).

28. Amended And Restated Credit And Guaranty Agreement, dated as of December 17, 2014, among Pattern US Finance Company LLC, Pattern Canada Finance Company ULC, certain subsidiaries of Pattern US Finance Company LLC, certain subsidiaries of Pattern Canada Finance Company ULC, the lenders from time to time party thereto, Royal Bank Of Canada (acting through its New York branch), as Swingline Lender, Royal Bank Of Canada (acting through its New York branch), as Administrative Agent, Royal Bank Of Canada (acting through its New York branch), as Collateral Agent, Royal Bank Of Canada, Bank Of Montreal, Morgan Stanley Bank, N.A. and Citibank, N.A., each as LC Issuing Bank, Bank Of Montreal, as Syndication Agent, and Morgan Stanley Senior Funding, Inc., as Documentation Agent.

29. Purchase and Sale Agreement, dated as of December 19, 2014, by and between Pattern Energy Group Inc., as Purchaser, Pattern Renewables LP, as Seller, and (solely for purposes of Section 7.1) Pattern Energy Group LP, as Guarantor.

30. Management, Operation and Maintenance Agreement, dated as of December 19, 2014, by and between Logan's Gap Wind LLC and Pattern Operators LP (Logan's Gap MOMA).

31. Project Administration Agreement, dated as of December 19, 2014, by and between Logan's Gap Wind LLC and Pattern Operators LP (Logan's Gap PAA).

32. Power Purchase Agreement, dated as of October 17, 2013, by and between Logan's Gap Wind I, LLC and Wal-Mart Stores, Inc., as amended by the First Amendment dated June 18, 2014 and as further amended by the Second Amendment dated December 9, 2014 (Logan's Gap PPA).

33. Construction Loan Financing Agreement, dated as of December 19, 2014, among Logan's Gap Wind LLC, Citibank, N.A., as Mandated Lead Arranger, MUFG Union Bank, N.A., as Administrative Agent, Société Générale, as Issuing Bank and Mandated Lead Arranger, Keybank National Association, as Mandated Lead Arranger and other lenders party thereto.

34. Purchase and Sale Agreement, dated as of April 29, 2015, by and among Pattern Energy Group Inc. and Pattern Renewables Development Company LLC and (solely for purposes of Section 7.1) Pattern Energy Group LP

35. Purchase and Sale Agreement, dated as of April 1, 2015, by and between Wind Capital Group, LLC, Lincoln County Wind Project Finco, LLC and Pattern Energy Group Inc.

36. Purchase and Sale Agreement, dated as of April 4, 2015, by and among Pattern Canada Finance Company ULC and Pattern Energy Group LP.

37. Financing Agreement, dated as of April 29, 2015, by and among Fowler Ridge IV Wind Farm LLC, as Borrower, Siemens Financial Services Inc., Keybank National Association, and the other lenders from time to time parties thereto, as Lenders, and Keybank National Association, as Administrative Agent.

38. Project Administration Agreement, dated as of April 29, 2015, by and between Fowler Ridge IV Wind Farm LLC and Pattern Operators LP.

39. Management, Operation and Maintenance Agreement, dated as of April 29, 2015, by and between Fowler Ridge IV Wind Farms LLC and Pattern Operators LP.

40. Credit Agreement, dated as of March 20, 2014, by and among K2 Wind Ontario Limited Partnership, as Borrower, and K2 Wind Ontario Inc., as Guarantor, and Mizuho Bank, Ltd., as Administrative Agent, and Mizuho Bank, Ltd., Canada Branch, as Collateral Agent and Account Bank, and Mizhuho Bank, Ltd., The Bank of Tokyo-Mitsubishi UFJ, Ltd. and Union Bank, N.A., as Joint Bookrunners, and the several Mandated Lead Arrangers and Lenders thereto.

41. Amendment No. 1 to Amended and Restated Credit and Guaranty Agreement, dated as of June 12, 2015, by and among Pattern US Finance Company LLC, Pattern Canada Finance Company LLC, Royal Bank of Canada, as Administrative Agent, and the other parties thereto.

42. Management, Operation, and Maintenance Services Agreement, dated as of March 20, 2014, by and between Pattern Operators Canada ULC and K2 Wind Ontario Limited Partnership.

43. K2 Wind Project Power Purchase Agreement, dated as of August 3, 2011, by and between Ontario Power Authority and K2 Wind Ontario Limited Partnership.

44. Amended and Restated Credit Agreement, dated as of April 5, 2011, by and among, Lost Creek Wind, LLC, as Borrower, Various Financial Institutions, as Lenders, Norddeutsche Landesbank Girozentrale, New York Branch, as Collateral Agent, Norddeutsche Landesbank Girozentrale, New York Branch, as Administrative Agent, and the other parties thereto.

45. Operation and Maintenance Management Agreement, dated as of October 22, 2009, by and between Lost Creek Wind, LLC and WCG Asset Operations, LLC.

46. Wind Generation Purchase Agreement, dated as of December 16, 2008, by and between Associated Electric Cooperative, Inc. and Lost Creek Wind, LLC.

47. Amendment to Purchase Agreement, dated as of December 30, 2011, by and among Lincoln County Wind Project Holdings, LLC, Hillard Energy, Ltd., Skyward Energy, Ltd., and Post Rock Wind Power Project, LLC.

48. Operation and Maintenance Management Agreement, Dated as of December 30, 2011, by and between Post Rock Wind Power Project, LLC and WCG Asset Operations.

49. Construction Loan Agreement, dated as of December 30, 2011, by and among Post Rock Wind Power Project, LLC, as Borrower, Various Financial Institutions, as Lenders, Bayerische Landesbank, New York Branch, as Co-Bookrunner, Mandated Lead Arranger, the Collateral Agent and the Administrative Agent, Cooperative Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank Nederland”, New York Branch, as Co-Bookrunner, Mandated Lead Arranger and the Documentation Agent, and Norddeutsche Landesbank Girozentrale, New York Branch and Union Bank, N.A., as Co-Syndication Agents and Mandated Lead Arrangers.

50. ISDA Master Agreement, dated as of December 30, 2011, by and between Bayerische Landesbank, New York Branch, and Lincoln County Wind Project Holdco, LLC.

51. ISDA Master Agreement, dated as of December 30, 2011, by and between Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A. “Rabobank International” and Lincoln County Wind Project Holdco, LLC.

52. Renewable Energy Purchase Agreement, date as of December 6, 2010, by and between Post Rock Wind Power Project, LLC and Westar Energy Inc.

53. Purchase Agreement, dated as of July 14, 2015, by and between Metlife Capital and Pattern Gulf Wind Equity LLC.

54. Purchase Agreement, dated as of July 20, 2015, by and between Pattern Gulf Wind Equity 2 LLC and Pattern Gulf Wind Equity LLC.

55. Amendment Number 1 to Purchase and Sale Agreement, dated as of February 27, 2015, by and among Pattern Energy Group Inc., Pattern Renewables LP and Pattern Energy Group LP.

SCHEDULE F

List of Persons Subject to Lock-up

Michael M. Garland

Hunter H. Armistead

Daniel M. Elkort

Michael J. Lyon

Esben W. Pedersen

Eric S. Lillybeck

Dean S. Russell

Christopher M. Shugart

Dyann S. Blaine

Michael B. Hoffman

The Lord Browne of Madingley

Douglas G. Hall

Patricia M. Newson

Alan R. Batkin

Patricia Bellinger

Pattern Renewables LP

Pattern Energy Group LP

Exhibit A-1

Form of Opinion of Davis Polk & Wardwell LLP, U.S. counsel for the Company

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
BMO Capital Markets Corp.
Citigroup Global Markets Inc.

as Representatives of the several Initial Purchasers referred to below

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

c/o BMO Capital Markets Corp.
3 Times Square, 27th Floor
New York, New York 10036

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

We have acted as special counsel for Pattern Energy Group Inc., a Delaware corporation (the "Company"), and Pattern US Finance Company LLC, a Delaware limited liability company, as guarantor (the "Guarantor"), in connection with the Purchase Agreement dated July 22, 2015 (the "Purchase Agreement") with you and the other several Initial Purchasers named in Schedule A thereto under which you and such other Initial Purchasers have severally agreed to purchase from the Company $225,000,000 aggregate principal amount of its 4.00% Convertible Senior Notes due 2020 (the "Notes"). [The Notes include $[●] aggregate principal amount of the Company's 4.00% Convertible Senior Notes due 2020 to be purchased pursuant to the over-allotment option provided for by the Purchase Agreement.] The Notes are to be issued pursuant to the provisions of the Indenture dated as of July 28, 2015 (the "Indenture") among the Company, the Guarantor and Deutsche Bank Trust Company Americas, as trustee, and are convertible on the terms set forth in the Indenture into cash and/or shares of Class A common stock, $0.01 par value per share (the "Underlying Securities"), of the Company. The Notes will be guaranteed by the Guarantor (the "Guarantee" and, together with the Notes, the "Securities").

We have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

We have also participated in the preparation of the preliminary offering memorandum dated July 21, 2015 and the final offering memorandum dated July 22, 2015, other than the documents incorporated by reference therein (the "Incorporated Documents"), relating to the Securities and have reviewed the Incorporated Documents. The final offering memorandum, including the Incorporated Documents, is hereinafter referred to as the "Final Memorandum."

In rendering the opinions expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all documents filed with or submitted to the Securities and Exchange Commission through its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting, (iv) all signatures on all documents that we reviewed are genuine, (v) all natural persons executing documents had and have the legal capacity to do so, (vi) all statements in certificates of public officials and officers of the Company and the Guarantor that we reviewed were and are accurate and (vii) all representations made by the Company and the Guarantor as to matters of fact in the documents that we reviewed were and are accurate.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, we are of the opinion that:

1. The Company and the Guarantor are validly existing as a corporation or limited liability company in good standing under the laws of the State of Delaware, and the Company and the Guarantor have corporate or limited liability company power, as applicable, and authority to issue the Securities, to enter into the Purchase Agreement and to perform their obligations thereunder.

2. The Purchase Agreement has been duly authorized, executed and delivered by the Company and the Guarantor.

3. The Notes have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Initial Purchasers pursuant to the Purchase Agreement, will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, and will be entitled to the benefits of the Indenture pursuant to which such Notes are to be issued; provided that we express no opinion as to (w) the enforceability of any waiver of rights under any usury or stay law, (x) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above, (y) the validity, legally binding effect or enforceability of any provision in the Notes that requires or relates to adjustments to the conversion rate at a rate or in an amount that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or forfeiture or (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Notes to the extent determined to constitute unearned interest.

4. The Underlying Securities initially issuable upon conversion of the Notes have been duly authorized and reserved and, when issued upon conversion of the Notes in accordance with the terms of the Notes, will be validly issued, fully paid and non-assessable.

5. The Indenture has been duly authorized, executed and delivered by the Company and the Guarantor and is a valid and binding agreement of the Company and the Guarantor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability; provided that we express no opinion as to (w) the enforceability of any waiver of rights under any usury or stay law, (x)(i) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above or (ii) any provision of the Indenture that purports to avoid the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law by limiting the amount of any Guarantor's obligation, (y) the validity, legally binding effect or enforceability of Section [14.03] of the Indenture or any related provision in the Securities that requires or relates to adjustments to the conversion rate at a rate or in an amount that a court would determine in the circumstances under applicable law to be commercially unreasonable or a penalty or forfeiture or (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Securities to the extent determined to constitute unearned interest.

6. It is not necessary in connection with the offer, sale and delivery of the Securities to the Initial Purchasers under the Purchase Agreement or in connection with the initial resale of such Securities by the Initial Purchasers in the manner contemplated by the Purchase Agreement and the Final Memorandum to register the Securities under the Securities Act of 1933, as amended, or to qualify the Indenture under the Trust Indenture Act of 1939, as amended, it being understood that no opinion is expressed as to any subsequent offer or resale of any Security or Underlying Security.

7. The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Final Memorandum will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

8. The execution and delivery by the Company of, and the performance by the Company of its obligations under, the Indenture, the Notes and the Purchase Agreement (collectively, the "Documents") and the execution and delivery by the Guarantor of, and the performance by the Guarantor of its obligations under, the Documents will not contravene (i) any provision of the laws of the State of New York or any federal law of the United States of America that in our experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents, or the General Corporation Law of the State of Delaware or the Delaware Limited Liability Company Act, provided that we express no opinion as to federal or state securities laws, (ii) the certificate of incorporation, by-laws, certificate of formation or limited liability company agreement of the Company or the Guarantor, as applicable, or (iii) any agreement that is specified in Annex A hereto.

9. No consent, approval, authorization, or order of, or qualification with, any governmental body or agency under the laws of the State of New York or any federal law of the United States of America that in our experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents, or the General Corporation Law of the State of Delaware or the Delaware Limited Liability Company Act is required for the execution, delivery and performance by the Company or the Guarantor of its respective obligations under the Documents, except such as may be required under federal or state securities or Blue Sky laws as to which we express no opinion in this paragraph.

We have considered the statements included in the Final Memorandum under the caption "Description of Notes" insofar as they summarize provisions of the Indenture and the Securities and under the caption "Description of Capital Stock" insofar as they summarize provisions of the certificate of incorporation and by-laws of the Company. In our opinion, such statements fairly summarize these provisions in all material respects. The statements included in the Final Memorandum under the caption "Certain U.S. Federal Income Tax Considerations," insofar as they purport to describe provisions of U.S. federal income tax laws or legal conclusions with respect thereto, in our opinion are accurate in all material respects.

In rendering the opinions in paragraphs (2) through (5) above, we have assumed that each party to the Documents has been duly incorporated and is validly existing and in good standing under the laws of the jurisdiction of its organization. In addition, we have assumed that (i) the execution, delivery and performance by each party thereto of each Document to which it is a party, (a) are within its corporate powers, (b) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party, (c) require no action by or in respect of, or filing with, any governmental body, agency or official and (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party, provided that we make no such assumption to the extent that we have specifically opined as to such matters with respect to the Company and the Guarantor, and (ii) each Document (other than the Purchase Agreement) is a valid, binding and enforceable agreement of each party thereto (other than as expressly covered above in respect of the Company and the Guarantor).

In rendering the opinions set forth in paragraph (6) above, we have assumed the accuracy of, and compliance with, the representations, warranties and covenants of the Company, the Guarantor and the Initial Purchasers in the Purchase Agreement relating to the offering and the initial resale of the Securities.

We are members of the Bar of the State of New York, and the foregoing opinion is limited to the laws of the State of New York, the federal laws of the United States of America, the General Corporation Law of the State of Delaware and the Delaware Limited Liability Company Act, except that we express no opinion as to any law, rule or regulation that is applicable to the Company or the Guarantor, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

This letter is delivered solely to you and the other several Initial Purchasers in connection with the Purchase Agreement. This letter may not be relied upon by you or the other several Initial Purchasers for any other purpose or relied upon by any other person (including any person acquiring Securities from you or the other several Initial Purchasers) or furnished to any other person without our prior written consent.

Very truly yours,

Annex A

1. Amended and Restated Credit and Guaranty Agreement, among Pattern US Finance Company LLC, Pattern Canada Finance Company ULC, as borrowers, certain subsidiaries of the borrowers, the lenders party thereto from time to time, Royal Bank of Canada, as Swingline Lender, Administrative Agent and Collateral Agent, Bank of Montreal, as Syndication Agent, and Morgan Stanley Senior Funding, Inc., as Documentation Agent, dated as of December 17, 2014.
2. Amendment No. 1 to Amended and Restated Credit and Guaranty Agreement, dated as of June 12, 2015, by and among Pattern US Finance Company LLC, Pattern Canada Finance Company LLC, Royal Bank of Canada, as Administrative Agent, and the other parties thereto.
3. The Company's 2013 Equity Incentive Award Plan.
4. Form of the Company's 2013 Incentive Bonus Plan.
5. Form of Stock Option Agreement under 2013 Equity Incentive Award Plan.
6. Form of Restricted Stock Agreement under 2013 Equity Incentive Award Plan.
7. Form of Restricted Stock Unit Agreement under 2013 Equity Incentive Award Plan.
8. Form of Deferred Restricted Stock Unit Agreement under 2013 Equity Incentive Award Plan.
9. Form of Indemnification Agreement between the Company and each of its Executive Officers and Directors.
10. Registration Rights Agreement between the Company and Pattern Energy Group LP, dated as of October 2, 2013.
11. Contribution Agreement among the Company, Pattern Renewables LP, Pattern Energy Group LP, and Pattern Renewable Holdings Canada ULC, dated as of October 2, 2013.
12. Purchase Rights Agreement among the Company, Pattern Energy Group LP, Pattern Energy Group Holdings LP and Pattern Energy GP LLC, dated as of October 2, 2013.
13. Bilateral Management Services Agreement between the Company and Pattern Energy Group LP, dated as of October 2, 2013.
14. First Amendment to Bilateral Management Services Agreement dated as of July 3, 2015 by and between the Company and Pattern Energy Group LP.
15. Non-Competition Agreement between the Company and Pattern Energy Group LP, dated October 2, 2013.
16. Shareholder Approval Rights Agreement between the Company and Pattern Energy Group LP, dated as of October 2, 2013.

17. Purchase and Sale Agreement, dated as of December 20, 2013, by and between Pattern Canada Operations Holdings ULC and Pattern Energy Group LP (Grand PSA).

18. Purchase and Sale Agreement, dated as of December 20, 2013, by and among the Company, Panhandle B Holdco 2 LLC and Pattern Energy Group LP (PH2 PSA).

19. Management, Operation and Maintenance Agreement, dated as of December 20, 2013, by and between Pattern Panhandle Wind 2 LLC and Pattern Operators LP (PH2 MOMA).

20. Project Administration Agreement, dated as of December 20, 2013, by and between Pattern Panhandle Wind 2 LLC and Pattern Operators LP (PH2 PAA).

21. Purchase and Sale Agreement, dated as of May 1, 2014, by and among the Company, Pattern Renewables LP and Pattern Energy Group LP (PH1 PSA).

22. Purchase and Sale Agreement by and among the Company, as Purchaser, Pattern Renewables LP, as Seller, and (solely for purposes of Section 7.1) Pattern Energy Group LP, as Guarantor, dated as of December 19, 2014 (Logan's Gap PSA).

23. Purchase and Sale Agreement, dated as of April 29, 2015, by and between the Company, Pattern Renewables Development Company LLC, and (as guarantor for certain obligations) Pattern Energy Group LP.

24. Purchase and Sale Agreement dated as of April 1, 2015 by and between Wind Capital Group, LLC, a Delaware limited liability company, Lincoln County Wind Project Finco, LLC, a Delaware limited liability company, and the Company.

25. Purchase and Sale Agreement, dated as of April 4, 2015, by and between Pattern Canada Finance Company ULC, a Nova Scotia unlimited liability company, and Pattern Energy Group LP, a Delaware limited partnership.

26. Purchase Agreement, dated as of July 14, 2015, by and between Metlife Capital and Pattern Gulf Wind Equity LLC.

27. Purchase Agreement, dated as of July 20, 2015, by and between Pattern Gulf Wind Equity 2 LLC and Pattern Gulf Wind Equity LLC.

28. Amendment Number 1 to Purchase and Sale Agreement, dated as of February 27, 2015, by and among Pattern Energy Group Inc., Pattern Renewables LP and Pattern Energy Group LP.

[●], 2015

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
BMO Capital Markets Corp.
Citigroup Global Markets Inc.

as Representatives of the several Initial Purchasers referred to below

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

c/o BMO Capital Markets Corp.
3 Times Square, 27th Floor
New York, New York 10036

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

Ladies and Gentlemen:

We have acted as special counsel for Pattern Energy Group Inc., a Delaware corporation (the "Company"), and Pattern US Finance Company LLC, a Delaware limited liability company, as guarantor (the "Guarantor"), in connection with the Purchase Agreement dated July 22, 2015 (the "Purchase Agreement") with you and the other several Initial Purchasers named in Schedule A thereto under which you and such other Initial Purchasers have severally agreed to purchase from the Company $225,000,000 aggregate principal amount of its 4.00% Convertible Senior Notes due 2020 (the "Notes"). [The Notes include $[•] aggregate principal amount of the Company's 4.00% Convertible Senior Notes due 2020 to be purchased pursuant to the over-allotment option provided for by the Purchase Agreement.] The Notes will be guaranteed by the Guarantor (the "Guarantee" and, together with the Notes, the "Securities").

We have participated in the preparation of the preliminary offering memorandum dated July 21, 2015 (the "Preliminary Offering Memorandum") and the final offering memorandum dated July 22, 2015, other than the documents incorporated by reference therein (the "Incorporated

Documents"), relating to the Securities, and have reviewed the Incorporated Documents. The final offering memorandum, including the Incorporated Documents, is hereinafter referred to as the "Final Memorandum." The Preliminary Offering Memorandum, including the Incorporated Documents, together with the pricing term sheet attached as Schedule B to the Purchase Agreement, is hereinafter referred to as the "Disclosure Package."

We have, without independent inquiry or investigation, assumed that all documents filed with or submitted to the Securities and Exchange Commission through its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting.

The primary purpose of our professional engagement was not to establish or confirm factual matters or financial, accounting or quantitative information. Furthermore, many determinations involved in the preparation of the Final Memorandum and the Disclosure Package are of a wholly or partially non-legal character or relate to legal matters outside the scope of our opinion separately delivered to you today in respect of certain matters under the laws of the State of New York, the federal laws of the United States of America, the General Corporation Law of the State of Delaware and the Delaware Limited Liability Company Act. As a result, we are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Final Memorandum or the Disclosure Package, and we have not ourselves checked the accuracy, completeness or fairness of, or otherwise verified, the information furnished in such documents (except to the extent expressly set forth in our opinion letter separately delivered to you today as to statements included in the Final Memorandum under the captions "Description of Notes," "Description of Capital Stock" and "Certain U.S. Federal Income Tax Considerations"). However, in the course of our acting as counsel to the Company in connection with the preparation of the Final Memorandum and the Disclosure Package, we have generally reviewed and discussed with your representatives and your counsel and with certain officers and employees of, and independent public accountants for, the Company, Lost Creek Wind Finco, LLC, Lincoln County Wind Project Holdco, LLC, Panhandle Wind Holdings LLC, Panhandle B Member 2 LLC and South Kent Wind LP, and Canadian counsel to the Company and the Guarantor the information furnished, whether or not subject to our check and verification. We have also reviewed and relied upon certain corporate records and documents, letters from counsel and accountants and oral and written statements of officers and other representatives of the Company and others as to the existence and consequence of certain factual and other matters.

On the basis of the information gained in the course of the performance of the services rendered above, but without independent check or verification except as stated above, nothing has come to our attention that causes us to believe that:

(a) at 8:00 P.M. New York City time on the date of the Purchase Agreement, the Disclosure Package contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or

(b) the Final Memorandum as of its date or as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In providing this letter to you and the other several Initial Purchasers, we have not been called to pass upon, and we express no view regarding, the financial statements or financial schedules or other financial or accounting data included in the Disclosure Package or the Final Memorandum. In addition, we express no view as to the conveyance of the Disclosure Package or the information contained therein to investors.

This letter is delivered solely to you and the other several Initial Purchasers in connection with the Purchase Agreement. This letter may not be relied upon by you or the other several Initial Purchasers for any other purpose or relied upon by any other person (including any person acquiring Securities from you or the other several Initial Purchasers) or furnished to any other person without our prior written consent.

Very truly yours,

Exhibit A-2

Form of Opinion of Dyann S. Blaine

1. To the best of my knowledge, the execution and delivery by the Company or the Notes Guarantor of the Operative Documents and the consummation of the transactions contemplated thereby do not on the date hereof conflict with, result in a breach or violation of or constitute a default under any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of its subsidiaries, except for any such breach, violation, or default would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the condition (financial or otherwise), shareholders' equity, business, properties, results of operations of the Company and its subsidiaries, taken as a whole.

Exhibit A-3

Form of Opinion of Blake, Cassels and Graydon LLP

i. The issuance and sale of the Notes by the Company to the Initial Purchasers, and the distribution of the Notes by the Initial Purchasers to purchasers thereof resident in the provinces of Alberta, British Columbia, Ontario and Québec by or through registrants registered in the appropriate category under the applicable Canadian Securities Laws in such provinces, in accordance with the terms of the Purchase Agreement are exempt from the prospectus requirements of applicable Canadian Securities Laws in such provinces, and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations of any regulatory authority obtained by the Company under applicable Canadian Securities Laws in such provinces to permit the issue and sale of the Notes by the Company to the Initial Purchasers, and such distribution of the Notes by the Initial Purchasers to such purchasers in the provinces of Alberta, British Columbia, Ontario and Québec, other than the filing of (i) a report of exempt distribution in the relevant province within 10 days after the date hereof in the form prescribed by applicable Canadian Securities Laws of the applicable province, together with any required filing fee, and (ii) the Canadian Offering Memorandum with the securities regulatory authorities of the relevant provinces.

ii. The first trade of the Notes by a purchaser thereof resident in the province of Alberta, British Columbia, Ontario or Québec from the Initial Purchasers, other than a trade which is otherwise exempt from the prospectus requirement under applicable Canadian Securities Laws of such province, is a distribution subject to the prospectus requirements of Canadian Securities Laws of such province unless:

   a. the Company is and has been a "reporting issuer" (as defined under Canadian Securities Laws) in a jurisdiction of Canada for the four months immediately preceding the trade;

   b. at the time of the trade, at least four months have elapsed from the "distribution date" (as such term is defined in Section 1.1 of National Instrument 45-102 – *Resale of Securities* ("**NI 45-102**") of the Notes;

   c. the certificate representing the Notes carries a legend stating:

      i. *"Unless permitted under securities legislation, the holder of this security must not trade the security before ● [insert the date that is four months and a day after the distribution date]*";

   d. if the Notes are entered into a direct registration or other electronic book-entry system, or if the purchaser of Notes did not directly receive a certificate representing the Notes, the purchaser of Notes received written notice containing the legend restriction notation set out in the immediately preceding subsection;

e. the trade is not a "control distribution" (as such term is defined in Section 1.1 of NI 45-102);

f. no unusual effort is made to prepare the market or to create a demand for the Notes that are the subject of the trade;

g. no extraordinary commission or consideration is paid to a person or company in respect of the trade; and

h. if the selling holder of Notes is an "insider" or "officer" of the Company (as such terms are defined under Canadian Securities Laws), the selling holder of Notes has no reasonable grounds to believe that the Company is in default of "securities legislation" (as such term is defined in National Instrument 14-101 – *Definitions*).

iii. No registration, filing or recording of the Indenture is required under the laws of the Provinces of Alberta, British Columbia, Ontario or Québec, or the laws of Canada applicable therein, to preserve or protect the validity or enforceability of the Indenture or the Notes.

iv. The issuance of the Notes and sale of the Notes to the Initial Purchasers in accordance with the provisions of the Purchase Agreement, the execution and delivery of the Purchase Agreement by the Company and the Guarantor, and the performance by each of the Company and the Guarantor of the terms of their respective obligations under the Purchase Agreement, do not conflict with, and will not result in any breach or violation of, any of the provisions of the laws of Alberta, British Columbia, Ontario or Québec or the federal laws of Canada applicable to the Company or the Guarantor.

v. The statements set out in the Canadian Offering Memorandum relating to the offering of the Notes under the heading "Material Canadian Federal Income Tax Considerations", subject to the limitations, assumptions and qualifications and relying upon the matters set out therein, insofar as they purport to describe the provisions of the laws referred to therein, are accurate and fair summaries of the provisions described therein.

vi. The statements in the U.S. Offering Memorandum and the Canadian Offering Memorandum under the heading "Business – Regulatory Matters – Environmental Permitting – Canada", insofar as they purport to describe the provisions of the laws referred to therein, are accurate and fair, subject to the limitations and qualifications stated or referred to in the U.S. Offering Memorandum and the Canadian Offering Memorandum.

The Company will deliver to the Initial Purchasers opinions equivalent to those referred to in paragraphs i. and ii. above in respect of the Canadian provinces and territories other than Alberta, British Columbia, Ontario and Québec to the extent that the Initial Purchasers re-sell any Notes to purchasers resident in such Canadian jurisdictions. In rendering their opinions, Blake, Cassels & Graydon LLP may rely as to matters of fact, to the extent they deem proper, on certificates of responsible officers of the Company and the Guarantor and public officials.

Exhibit B

Form of Lock-up Agreement

[●], 2015

MERRILL LYNCH, PIERCE FENNER & SMITH
INCORPORATED
BMO CAPITAL MARKETS CORP.
CITIGROUP GLOBAL MARKETS INC.

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Initial Purchasers, propose to enter into a Purchase Agreement (the "**Purchase Agreement**") with Pattern Energy Group Inc., a Delaware corporation (the "**Company**") and Pattern US Finance Company LLC (the "**Notes Guarantor**"), providing for the purchase by the Initial Purchasers of 4.00% Convertible Senior Notes due 2020 (the "**Notes**") of the Company. The Notes will be convertible into cash and shares of the Company's Class A common stock, par value $0.01 per share (the "**Common Stock**"), will be guaranteed by the Notes Guarantor (the "**Guarantee**," and together with the Notes, the "**Securities**"), and the Initial Purchasers propose to reoffer the Securities (the "**Offering**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement.

In consideration of the Initial Purchasers' agreement to purchase and make the Offering of the Securities, and for other good and valuable consideration receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated, BMO Capital Markets Corp. and Citigroup Global Markets Inc., on behalf of the Initial Purchasers the undersigned will not, during the period ending 90 days after the Closing Time, (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (including, without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and Canadian Securities Laws and securities which may be issued upon exercise of a stock option or warrant), or publicly disclose the intention to make any offer, sale pledge or disposition, or (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or

such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise, or (3) make any demand for or exercise any right with respect to the registration of any shares of Common Stock or any security convertible into or exercisable or exchange for Common Stock without the prior written consent of the Representative, in each case other than (A) transfers of shares of Common Stock as a bona fide gift or gifts, (B) transfers of shares of Common Stock by will or the laws of intestacy, (C) transfers of shares of Common Stock to any person related to the undersigned by blood, marriage or adoption, but no more than first cousin or a trust formed for the benefit of such related person, (D) transfers of shares of Common Stock pursuant to domestic relations or court orders (E) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act or similar plans permitted under Canadian provincial securities laws for the transfer of Common Stock, provided that, except as contemplated by (F) below or required by law, such plan does not provide for the transfer of Common Stock during the 60-day period, no filing under Section 16(a) of the Exchange Act or under the securities laws and regulations of the provinces of Canada shall be made in connection with the implementation of any such plan and none of the Company, the undersigned or any of their respective representatives shall announce or publicly disclose the establishment of such a plan during the 60-day period, (F) transfers of shares of Common Stock solely for the purpose of satisfying tax withholding amounts that become due in connection with the vesting of awards granted under an equity incentive plan of the Company, (G) in the case of corporations or other entities, transfers of shares of Common Stock to affiliates; provided that, in each case, each donee or transferee shall execute and deliver to Merrill Lynch, Pierce, Fenner & Smith Incorporated, BMO Capital Markets Corp., and Citigroup Global Markets Inc., a lock-up letter in the form of this paragraph; and provided, further, that no filing by any party (donor, donee, transferor, or transferee) under the Securities Exchange Act of 1934, as amended, or Canadian Securities Laws, or other public announcement shall be required or shall be made voluntarily in connection with such transfer or distribution (other than a filing on a Form 5 made prior to the expiration of the 60-day period referred to above), (H) the sale of shares of Common Stock pursuant to a trading plan established pursuant to Rule 10b5-1 of the Securities Act of 1933, as amended; provided that (i) such trading plan is in effect as of the date hereof and (ii) any filing made under Section 16(a) of the Exchange Act or under the securities laws and regulations of the provinces of Canada includes a footnote that expressly states that the sale was made pursuant to a Rule 10b5-1 trading plan, or (I) the offer and sale of the Offered Shares[1]. Notwithstanding the foregoing, in the case of the officers of the Company, transfers in the aggregate of up to 5,000 shares of Common Stock during the period ending 90 days after the Closing Date may be made without the prior written consent of Merrill Lynch, Pierce, Fenner & Smith Incorporated, BMO Capital Markets Corp. and Citigroup Global Markets Inc.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this

[1] With respect to Pattern Renewables' lock-up: or (J) the pledge or hypothecation, or other granting of a security interest in, up to 15,300,000 shares of Common Stock to one or more banks or financial institutions as collateral or security pursuant to the Margin Loan Agreement, dated May 6, 2014, between Pattern Development Finance Company and the lenders party thereto, and any transfer upon foreclosure upon such shares.

Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs, or personal representatives of the undersigned.

The undersigned understands that, if (i) the Purchase Agreement does not become effective, (ii) if the Purchase Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder or (iii) the Offering is not completed by August 15, 2015, the undersigned shall be released from all obligations under this Letter Agreement. The undersigned understands that the Initial Purchasers are entering into the Purchase Agreement and proceeding with the Offering in reliance upon this Letter Agreement.

This Letter Agreement and any claim, controversy, or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

Very truly yours,

[NAME OF STOCKHOLDER]

By: _____
Name:
Title:

Exhibits 5.1 and 23.1

New York
Menlo Park
Washington DC
São Paulo
London
Paris
Madrid
Tokyo
Beijing
Hong Kong

Davis Polk

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

212 450 4000 tel
212 701 5800 fax

July 23, 2015

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

Ladies and Gentlemen:

Pattern Energy Group Inc., a Delaware corporation (the "Company"), has filed with the Securities and Exchange Commission a Registration Statement on Form S-3 (File No. 333-199217) (the "Registration Statement") for the purpose of registering under the Securities Act of 1933, as amended (the "Securities Act"), certain securities, including 6,250,250 shares (the "Securities") of its Class A common stock, par value $0.01 per share ("Class A Common Stock") to be sold by the Company pursuant to the Underwriting Agreement dated July 22, 2015 (the "Underwriting Agreement") among the Company and the several underwriters named therein (the "Underwriters"). The Securities include 815,250 shares of Class A Common Stock that the Underwriters have the option to purchase pursuant to the Underwriting Agreement.

We, as your counsel, have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

In rendering the opinion expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all signatures on all documents that we reviewed are genuine, (iv) all natural persons executing documents had and have the legal capacity to do so, (v) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vi) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Based on the foregoing, and subject to the additional assumptions and qualifications set forth below, we advise you that, in our opinion, when the Securities have been issued and delivered against payment therefor in accordance with the terms of the Underwriting Agreement, the Securities will be validly issued, fully paid and non-assessable.

We are members of the Bar of the State of New York and the foregoing opinion is limited to the laws of the State of New York and the General Corporation Law of the State of Delaware.

We hereby consent to the filing of this opinion as an exhibit to a report on Form 8-K to be filed by the Company on the date hereof and its incorporation by reference into the Registration Statement and further consent to the reference to our name under the caption "Validity of Securities" in the prospectus supplement, which is a part of the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ Davis Polk & Wardwell LLP

Exhibit 99.1

Pattern Energy Announces Pricing of Public Offering of Class A Common Stock

SAN FRANCISCO, CALIFORNIA – July 22, 2015 – Pattern Energy Group Inc. (the "Company" or "Pattern Energy") (NASDAQ: PEGI) (TSX: PEG) today announced the pricing of an underwritten public offering of approximately $125 million, or 5,435,000 shares, of its Class A common stock, par value $0.01 per share, at a public offering price of $23.00 per share (the "Equity Offering"). The Company has granted the underwriters of the Equity Offering a 30-day option to purchase up to an additional approximately $18.75 million, or 815,250 shares, of its Class A common stock, solely to cover over-allotments, if any. The Equity Offering is expected to close on July 28, 2015, subject to customary closing conditions.

The Company intends to use the net proceeds from the Equity Offering, together with the net proceeds from a concurrent private offering of $225 million aggregate principal amount of convertible senior notes, for the repayment of a portion of the outstanding indebtedness incurred in connection with the Company's purchase of interests in the K2, Lost Creek and Post Rock wind projects, the acquisition of non-controlling interests in the Gulf Wind project, the prepayment of Gulf Wind project level indebtedness and general corporate purposes.

The Equity Offering is being made through an underwriting group led by BMO Capital Markets, BofA Merrill Lynch and Citigroup, as joint book-running managers of the offering and the representatives of the underwriters.

The notes referred to herein are being offered only to qualified institutional buyers in reliance on Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"). The notes have not been registered under the Securities Act and may not be offered or sold absent registration or an applicable exemption from the registration requirements of the Securities Act. In Canada, the notes may be offered on a prospectus-exempt basis to accredited investors (as defined under applicable Canadian securities laws) who are also qualified institutional buyers.

A registration statement relating to the Company's Class A common stock has been filed with the Securities and Exchange Commission. The specific terms of the Equity Offering are described in a prospectus supplement to be filed with the Securities and Exchange Commission (the "SEC") in connection with the Equity Offering. The Equity Offering is being made in Canada under a supplement to the Company's MJDS shelf prospectus filed with Canadian securities regulatory authorities. Copies of the final prospectus supplement and/or Canadian MJDS shelf prospectus and supplement relating to the Equity Offering may be obtained when available from BMO Capital Markets, Attn: Equity Syndicate Department, 3 Times Square, New York, NY 10036, by telephone at (800) 414-3627 or by email at bmoprospectus@bmo.com; BofA Merrill Lynch, 222 Broadway, New York, NY 10038, Attn: Prospectus Department, by email at dg.prospectus_requests@baml.com; and Citigroup, c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, by telephone at (800) 831-9146 or by email at prospectus@citi.com.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy, nor will there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Pattern Energy

Pattern Energy Group Inc. is an independent power company listed on The NASDAQ Global Select Market and Toronto Stock Exchange. Pattern Energy has a portfolio of 16 wind power projects, with a total owned interest of 2,282 MW, including the interests in the Gulf Wind facility it has agreed to acquire, in the United States, Canada and Chile that use proven, best-in-class technology. Pattern Energy's wind power projects generate stable long-term cash flows in attractive markets and provide a solid foundation for the continued growth of the business.

Cautionary Statement Concerning 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 proposed offerings and use of proceeds thereof. These forward-looking statements represent the Company'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, including conditions to closing the proposed offerings, many of which are outside of the Company'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, the Company 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 the Company to predict all such factors. When considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements contained or incorporated by reference in the prospectus supplement filed with the SEC and applicable Canadian securities regulatory authorities, the Company's Annual Report on Form 10-K for the year ended December 31, 2014 and the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2015. The risk factors and other factors noted in these documents could cause actual events or the Company's actual results to differ materially from those contained in any forward-looking statement.

FOR FURTHER INFORMATION PLEASE CONTACT:

Investor Relations
Ross Marshall
(416) 526-1563
ross.marshall@loderockadvisors.com

Media Relations
Matt Dallas
(917) 363-1333
matt.dallas@patternenergy.com

Exhibit 99.2

Pattern Energy Announces Pricing of Private Offering of Convertible Senior Notes

SAN FRANCISCO, CALIFORNIA – July 22, 2015 – Pattern Energy Group Inc. (the "Company" or "Pattern Energy") (NASDAQ: PEGI) (TSX: PEG) today announced the pricing of $225 million aggregate principal amount of its 4.00% Convertible Senior Notes due 2020 (the "Notes") in a private offering that is exempt from the registration requirements of the U.S. Securities Act of 1933, as amended (the "Securities Act"), and the prospectus requirements of applicable Canadian securities laws (the "Notes Offering"). The Company has granted the initial purchasers of the Notes Offering a 30-day option to purchase up to an additional $33.75 million aggregate principal amount of Notes solely to cover over-allotments, if any. The Notes Offering is expected to close on July 28, 2015, subject to customary closing conditions.

The Company intends to use the net proceeds from the Notes Offering, together with the net proceeds from a concurrent underwritten public offering of approximately $125 million, or 5,435,000 shares, of its Class A common stock ("Class A Shares") at a public offering price of $23.00 per share (the "Public Offering Price"), for the repayment of a portion of the outstanding indebtedness incurred in connection with the Company's purchase of interests in the K2, Lost Creek and Post Rock wind projects, the acquisition of non-controlling interests in the Gulf Wind project, the prepayment of Gulf Wind project level indebtedness and general corporate purposes.

The Notes will be unsecured obligations of the Company and will be guaranteed on a senior unsecured basis by Pattern US Finance Company LLC. The Notes will mature on July 15, 2020, unless repurchased or converted in accordance with their terms prior to such date, and will bear interest at a rate of 4.00% per year, payable semiannually in arrears on January 15 and July 15 of each year, beginning on January 15, 2016. The Company may not redeem the Notes prior to maturity.

The Notes will be convertible into Class A Shares at an initial conversion rate of 35.4925 Class A Shares per $1,000 principal amount of Notes, which is equivalent to an initial conversion price of approximately $28.175 per Class A Share and represents an approximately 22.5% conversion premium over the Public Offering Price. Conversions of the Notes will be settled, at the Company's election, in cash, Class A Shares or a combination thereof. Upon the occurrence of certain fundamental changes, holders of the Notes will have the right to require the Company to repurchase all or a portion of their Notes for cash at a price equal to 100% of the principal amount of such Notes, plus any accrued and unpaid interest to, but excluding, the repurchase date. For Notes converted in connection with certain fundamental changes, the Company will, under certain circumstances, increase the conversion rate for the converted Notes.

The Notes are being offered only to qualified institutional buyers in reliance on Rule 144A under the Securities Act. The Notes have not been registered under the Securities Act and may not be offered or sold absent registration or an applicable exemption from the registration requirements of the Securities Act. In Canada, the Notes may be offered on a prospectus-exempt basis to accredited investors (as defined under applicable Canadian securities laws) who are also qualified institutional buyers.

This press release does not constitute an offer to sell or the solicitation of an offer to buy these securities, nor shall it constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale is unlawful.

About Pattern Energy

Pattern Energy Group Inc. is an independent power company listed on The NASDAQ Global Select Market and Toronto Stock Exchange. Pattern Energy has a portfolio of 16 wind power projects, with a total owned interest of 2,282 MW, including the interests in the Gulf Wind project it has agreed to acquire, in the United States, Canada and Chile that use proven, best-in-class technology. Pattern Energy's wind power projects generate stable long-term cash flows in attractive markets and provide a solid foundation for the continued growth of the business.

Cautionary Statement Concerning 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 proposed offerings and use of proceeds thereof. These forward-looking statements represent the Company'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, including conditions to closing the offerings referred to herein and the use of proceeds thereof, many of which are outside of the Company'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, the Company 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 the Company to predict all such factors. When considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements contained in the Company's Annual Report on Form 10-K for the year ended December 31, 2014 and the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2015. The risk factors and other factors noted in these documents could cause actual events or the Company's actual results to differ materially from those contained in any forward-looking statement.

FOR FURTHER INFORMATION PLEASE CONTACT:

Investor Relations
Ross Marshall
(416) 526-1563
ross.marshall@loderockadvisors.com

Media Relations
Matt Dallas
(917) 363-1333
matt.dallas@patternenergy.com