

ACKNOWLEDGEMENT AND CONSENT AGREEMENT

This Owner's Acknowledgement and Consent Agreement ("**Acknowledgement**") is made as of the ___ day of _____, 2019 by and between **CORPORATION OF HALDIMAND COUNTY** (the "**Owner**"), and **NATIONAL BANK OF CANADA**, as administrative agent (the "**Administrative Agent**") and as collateral agent (the "**Collateral Agent**"), pursuant to a credit agreement dated _____, 2019, (as amended from time to time the "**Credit Agreement**") between, *inter alios*, **GRAND RENEWABLE WIND LP**, by its general partner, **GRAND RENEWABLE WIND GP INC.** (the "**Borrower**"), the Administrative Agent as administrative agent, the Collateral Agent as collateral agent, and the other financial institutions from time to time party thereto, as lenders (collectively, the "**Lenders**").

WHEREAS:

- A. The Borrower and the Owner entered into a Road Use Agreement dated September 4, 2012 (the "**Road Use Agreement**") in respect of the lands described therein (the "**Road Use Lands**") pursuant to which the Owner has granted to the Borrower, *inter alia*, certain rights in connection with access to municipal roads (the "**Road Use Rights**") on the terms and conditions set out in such Road Use Agreement;
- B. The Borrower, together with Grand Renewable Solar LP as to a fifty percent (50%) interest, and the Owner entered into a Transmission Road Use Agreement dated July 1, 2013 (the "**Transmission Agreement**") in respect of the lands described therein (the "**Transmission Lands**") pursuant to which the Owner has granted to the Borrower, *inter alia*, certain rights in connection with access to municipal roads for the operation of a electricity transmission system (the "**Transmission Rights**") on the terms and conditions set out in such Transmission Agreement;
- C. The Borrower and the Owner entered into a Grant of Easement registered on August 8, 2013 as Instrument No. CH47724 (the "**First Easement**") in respect of the lands described therein (the "**First Easement Lands**") pursuant to which the Owner has granted to the Borrower, *inter alia*, certain rights in connection with access to municipal property for the operation of a facilities relating to a wind energy facility (the "**First Easement Rights**") on the terms and conditions set out in such First Easement;
- D. The Borrower and the Owner entered into a Grant of Easement registered on August 8, 2013 as Instrument No. CH47725 (the "**Second Easement**, together with the Road Use Agreement, the Transmission Agreement and the First Easement, collectively, the "**Agreements**") in respect of the lands described therein (the "**Second Easement Lands**", together with the Road Use Lands, the Transmission Lands and the First Easement Lands, collectively, the "**Lands**") pursuant to which the Owner has granted to the Borrower, *inter alia*, certain rights in connection with access to municipal property for the operation of a facilities relating to a wind energy facility (the "**Second Easement Rights**", together with the Road Use Rights, the Transmission Rights and the First Easement Rights, collectively, the "**Rights**") on the terms and conditions set out in such Second Easement;
- E. Pursuant to, respectively, the Credit Agreement (and documentation delivered in connection therewith), the Administrative Agent and Collateral Agent, respectively, have been granted charges, mortgages, assignments and security interests (collectively, the

“**Security Interests**”) in all of the property, undertaking, assets, interests, rights and benefits of the Borrower, including without limitation, all of Borrower’s right, title, estate, interest and equity in the Lands, the Agreements, all rights, privileges, benefits, agreements and interests therein, and all improvements, equipment, structures, chattels, personal property and appurtenance thereto in, on, under or appurtenant to the Lands (collectively, the “**Collateral**”).

- F. The Owner has agreed to execute and deliver this Acknowledgement to the Administrative Agent and the Collateral Agent pursuant to the applicable provisions of the Agreements.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) paid by each of the Administrative Agent and the Collateral Agent to the Owner and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby acknowledges, covenants and confirms to each of the Administrative Agent and the Collateral Agent, as follows:

1. In this Acknowledgement, any reference to “**the Agreements**” shall be interpreted to apply collectively to each of the Agreements described in the recitals hereto.
2. The Owner consents to the creation of the Security Interests and the registration thereof on the title to the Lands in the applicable land registry office(s).
3. The Owner acknowledges that, following an event of default by the Borrower under the Credit Agreement (each, an “**Event of Default**”), the Administrative Agent, the Lenders, the Collateral Agent or the Secured Parties (as defined in the Agreements, as applicable) or any nominee or designee thereof or any receiver or receiver-manager (collectively, an “**Agent Party**”) shall have the right to enforce the Security Interests, including, without limitation, the right to enjoy and enforce the rights of the Borrower under each of the Agreements and, in the course of the enforcement of such rights, shall be entitled to sell, assign, transfer, negotiate or otherwise dispose of each of the Agreements, provided that in exercising such rights, the Agent Party shall assume all of the liabilities and obligations of the Borrower under or in connection with each Agreement, as applicable.
4. The Owner agrees:
 - (a) to give each of the Administrative Agent and the Collateral Agent written notice (at the addresses below) of any default by the Borrower under any of the Agreements, concurrent with the delivery of such notice to the Borrower;
 - (b) that if the Borrower fails to cure the breach or default identified in such notice, the Administrative Agent, the Collateral Agent or any other Agent Party may, but in no way shall be obligated to, cure such default and the Owner shall not terminate any Agreement or exercise any other remedy under any Agreement if the Administrative Agent, the Collateral Agent or any other Agent Party, within 60 days (or such longer period as provided for in the applicable Agreement) of the date of receipt of the notice in paragraph 4(a) above by the Collateral Agent, cures such breach or default;

- (c) that if any default by the Borrower under any Agreement is not of a curable nature, it shall not exercise any right to terminate if the Administrative Agent, the Collateral Agent or any other Agent Party or a nominee thereof agrees to assume the rights and obligations of the Borrower under the applicable Agreement to the extent capable of being assumed;
 - (d) that if any Agreement is terminated or surrendered for any reason prior to the expiry of the term thereof, whether as a result of a default by the Borrower thereunder or otherwise, the Owner shall give notice of such termination to each of the Administrative Agent and the Collateral Agent, and shall offer to enter into a new or replacement agreement (in each case, a “**Replacement Agreement**”) with the Administrative Agent, the Collateral Agent or another Agent Party or other person designated by, as applicable, the Administrative Agent, the Collateral Agent or other Agent Party, which Replacement Agreement shall be upon the same terms and conditions as the applicable Agreement;
 - (e) that if within 30 days of receipt of the notice referred to in item (d) above, the Administrative Agent or the Collateral Agent requests a Replacement Agreement, the Owner shall enter into such Replacement Agreement with, as applicable, the Administrative Agent, the Collateral Agent or another Agent Party or other person designated by the Administrative Agent or the Collateral Agent. Notwithstanding any of the foregoing, the Agent Party confirms and acknowledges that the Owner shall not be liable to the Agent Party for the non-delivery of any notice pursuant to subparagraph (a) above, provided that: (i) in the case of a failure to deliver a notice in respect of a curable default, the Owner does not terminate the applicable Agreement or exercise any other remedy under the applicable Agreement or at law unless and until the Owner has delivered a notice of default to the Administrative Agent and the Collateral Agent and has given an Agent Party an opportunity to cure such default within the time period provided for in 4(b); and (ii) in the case of a failure to deliver a notice in respect of a default which is not of a curable nature, the Owner does not exercise any right to terminate the applicable Agreement or exercise any other remedy under the applicable Agreement or at law unless and until the Owner has offered an Agent Party an opportunity to assume the rights and obligations of the Borrower under the applicable Agreement to the extent capable of being assumed and a reasonable time period in which to consider whether to assume such rights and obligations; and
 - (f) that it will, at any time and from time to time in respect of any of the Agreements, upon not less than five (5) business days’ prior request by the Administrative Agent or the Collateral Agent, deliver to the Administrative Agent and the Collateral Agent, a statement in writing certifying that (i) the applicable Agreement is in full force and full effect unamended (or setting out any such amendments), (ii) all amounts owing and payable under the applicable Agreement have been paid (or setting out any unpaid amounts), and (iii) to the Owner’s knowledge, the Borrower is not in default of its obligations under the applicable Agreement in any material respect (or setting out any such defaults).
5. The Owner confirms and agrees for the benefit of the Administrative Agent and the Collateral Agent that each of the Agreements shall not be modified, amended or altered in

a way which would materially adversely affect the Secured Parties' interest therein without the prior written consent of the Administrative Agent and the Collateral Agent, and any attempt to do so shall not be binding on the Administrative Agent and the Collateral Agent. Except as provided in this Acknowledgement, no termination, disclaimer or surrender of any Agreement shall be valid without the prior written consent of the Administrative Agent and the Collateral Agent.

6. The Owner confirms that it will not sell, transfer, assign, mortgage or charge, in whole or in part, its interest in any Agreement or any of the Lands without first obtaining from the applicable purchaser, assignee, transferee, mortgagee or chargee a written agreement whereby such parties shall agree with the Borrower and the Administrative Agent and the Collateral Agent to assume and be bound by the terms and provisions of this Acknowledgement to the same extent and purpose as if it were the Owner.
7. The Administrative Agent covenants and agrees with the Owner that during any period the Administrative Agent exercises its Security Interests and takes possession of the Borrower's interest in the Lands (either directly or indirectly through an Agent Party) or takes control of or manages the Borrower's interest in the Lands or the Collateral or any part thereof, or forecloses upon any Agreement, or succeeds to the interest of the Borrower under any Agreement, it will assume all of the obligations of the Borrower under or in connection with the applicable Agreement during such period, and thereafter observe and perform all of the Borrower's obligations under the applicable Agreement capable of being performed by the Administrative Agent.
8. The Collateral Agent covenants and agrees with the Owner that during any period the Administrative Agent exercises its Security Interests and takes possession of the Borrower's interest in the Lands (either directly or indirectly through an Agent Party) or takes control of or manages the Borrower's interest in the Lands or the Collateral or any part thereof, or forecloses upon any Agreement, or succeeds to the interest of the Borrower under any Agreement, it will assume all of the obligations of the Borrower under or in connection with the applicable Agreement during such period, and thereafter observe and perform all of the Borrower's obligations under the applicable Agreement capable of being performed by the Collateral Agent.
9. The Owner confirms and acknowledges that in the event that either the Administrative Agent or the Collateral Agent assigns, transfers or otherwise disposes of its interest in any Agreement (or any Replacement Agreement) pursuant to its Security Interests (a "**Transfer**"), and upon such assignee or transferee covenanting and agreeing in writing with the Owner to assume and perform all of the covenants and obligations of the Borrower pursuant to the applicable Agreement (or the obligations of the Administrative Agent, the Collateral Agent, any other Agent Party or any other person designated by any of them, as applicable, pursuant to the applicable Replacement Agreement), each of the Administrative Agent and the Collateral Agent shall, thereupon and without further agreement, be freed and relieved of all liability with respect to the applicable Agreement (or the applicable Replacement Agreement) from and after the effective date of such Transfer.
10. All notices hereunder shall be in writing, sent by registered mail, return receipt requested or by facsimile, to the respective parties at the addresses set forth on the signature pages or at such other address as the receiving party shall designate in writing.

11. This Acknowledgement may be executed in any number of counterparts, shall be governed by the laws of the Province of Ontario and binds and inures to the benefit of the Administrative Agent, and its successors and assigns, the Collateral Agent, and its successors and assigns and shall be binding upon the heirs, personal representatives, successors and assigns of the Owner.
12. Each of the parties hereto agrees to do, make and execute all such further documents, agreements, assurances, acts, matters and things and take such further action as may be reasonably required by any other party hereto in order to more effectively carry out the true intent of this Acknowledgement.
13. The provisions of this Acknowledgement shall continue in effect until the Owner shall have received the written certification of the Administrative Agent and the Collateral Agent that all amounts advanced, and obligations arising, under the Credit Agreement and all Obligations (as defined in the Credit Agreement) have been paid and performed in full.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF this Acknowledgment is executed by the parties.

Address for service:

**CORPORATION OF HALDIMAND
COUNTY**

Cayuga Administration Building
45 Munsee Street North
P.O. Box 400
Cayuga, ON N0A 1E0

Per: _____
Name:
Title:

Attention: Clerk
Facsimile: (905) 772-3541

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

Address for service:

NATIONAL BANK OF CANADA, as
Administrative Agent

National Bank of Canada
Loan Structuring and Syndication Group
National Bank Financial Markets
Sun Life Building
1155 rue Metcalfe, 23rd Floor,
Montreal, QC
H3B 4S9

Attention: John Niedermier
Facsimile No.: 514-390-7850
Email: jniedermier@nbc.ca

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

Address for service:

NATIONAL BANK OF CANADA, as
Collateral Agent

National Bank of Canada
Loan Structuring and Syndication Group
National Bank Financial Markets
Sun Life Building
1155 rue Metcalfe, 23rd Floor,
Montreal, QC
H3B 4S9

Attention: John Niedermier
Facsimile No.: 514-390-7850
Email: jniedermier@nbc.ca

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.

ACKNOWLEDGED BY:

Address for service:

c/o Samsung Renewable Energy Inc.
2050 Derry Road West, 2nd Floor
Mississauga, ON L5N 0B9

Attention: President
Facsimile: (905) 285-1852

copy to:

c/o Pattern Energy Group Inc.
1088 Sansome Street
San Francisco, CA 94111
United States

Attention: General Counsel
Facsimile No.: (415) 362-7900

**GRAND RENEWABLE WIND LP, by its
general partner, GRAND RENEWABLE
WIND GP INC.**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Corporation.