

**REVIVAL AND AMENDING AGREEMENT**

**THIS REVIVAL AND AMENDING AGREEMENT** (“this Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2017:

**BETWEEN:**

**NR CAPITAL GENERAL PARTNERSHIP** (the “**Proponent**”)

- and -

**THE CORPORATION OF HALDIMAND COUNTY** (the “**County**”)

**WHEREAS** Niagara Region Corporation (“NRWC”) and the County entered into a Community Vibrancy Fund Agreement dated September 26, 2011, as amended by an Amending Agreement dated April 10, 2015 (both of which are called the “Prior Agreement” in this Revival Agreement);

**AND WHEREAS** the Prior Agreement was assigned by NRWC to 1021702 B.C. Ltd., as general partner of FWRN LP (“FWRN”), pursuant to an asset transfer agreement dated April 29, 2015;

**AND WHEREAS** the Prior Agreement was further assigned by FWRN to NR Capital General Partnership pursuant to an asset purchase agreement dated July 31, 2016;

**AND WHEREAS** paragraph 2(c) of the Prior Agreement provides that, if the Commercial Operation Date did not occur within five (5) years of the Effective Date, the Prior Agreement shall terminate and be deemed to be null and void and of no further force or effect;

**AND WHEREAS** the Effective Date of the Prior Agreement was September 26, 2011;

**AND WHEREAS** the actual Commercial Operation Date has now been determined to be November 2, 2016;

**AND WHEREAS** the Parties wish to revive, renew and amend the Prior Agreement in the manner hereinafter set forth;

**NOW THEREFORE** the parties for good and valuable consideration as set out herein and in the Prior Agreement, the sufficiency of which is hereby confirmed and acknowledged, agree as follows:

1. The Prior Agreement is hereby revived and is declared to be in full force and effect unamended, except to the extent expressly set forth herein.
2. Effective immediately prior to the fifth anniversary of the Effective Date of the Prior Agreement, the parties hereby agree to delete paragraph 2(c) of the Prior Agreement such that the Prior Agreement shall not be terminated nor be deemed to be null and void and of no further force or effect.

3. For greater certainty, the parties hereby confirm to be bound by the terms of the Prior Agreement as if never terminated and that except for the deletion of paragraph 2(c) thereof, all the other terms and conditions of the Prior Agreement are hereby confirmed.
4. This Agreement together with the Community Vibrancy Fund Agreement which is attached hereto as Schedule "A" and the Amending Agreement which is attached hereto as Schedule "B" shall be read and construed, except as herein otherwise specifically provided, as a singular, unified and binding agreement between the parties, which Agreements are collectively referred to as the "Revival Agreement".

*[signature page follows]*

**IN WITNESS WHEREOF** this Agreement has been executed by the parties under seal by their authorized signing officers to be effective as of the date first set out above.

Dated at Cayuga, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THE CORPORATION OF HALDIMAND COUNTY**

Per: \_\_\_\_\_  
Name:  
Office: Mayor

Per: \_\_\_\_\_  
Name  
Office: Clerk

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**NR CAPITAL GENERAL PARTNERSHIP, herein represented by its partners, Boralex Leasing Sub I Inc. and Boralex Leasing Sub II Inc.**

**BORALEX LEASING SUB I INC.**

Per: \_\_\_\_\_  
Name: Patrick Lemaire  
Office: President

I/We have the authority to bind the Corporation.

**BORALEX LEASING SUB II INC.**

Per: \_\_\_\_\_  
Name: Patrick Lemaire  
Office: President

I/We have the authority to bind the Corporation.