

AMENDMENT TO COMMUNITY FUNDING AGREEMENT

**THIS AMENDMENT TO COMMUNITY FUNDING AGREEMENT ("Amendment")
made this 13 day of November, 2017.**

BETWEEN:

**GOSHEN WIND, LP, by its general partner, GOSHEN WIND GP,
ULC ("Goshen")**

- and -

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON ("Municipality")

WHEREAS Goshen Wind, LP, successor in interest to Goshen Wind, Inc., has entered into a Community Funding Agreement dated August 11, 2014 ("Agreement") with the Municipality; and

WHEREAS Goshen and Municipality desire to amend the Agreement to confirm the amounts of the annual Amenity Fees due pursuant to Part III of the Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties have agreed to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby deleted the following shall be substituted therefor:

The Amenity Fee for a given year shall be an amount equal to the fixed turbine rate of Three Thousand Five Hundred Dollars (\$3,500.00) multiplied by the number of megawatts of rated capacity of Goshen Wind Energy Centre turbines located in the Municipality. As of the date of this Amendment, the total rated capacity of the Goshen Wind Energy Centre is 51 turbines each with a rated capacity of 1.62 megawatts for a total of 82.62 megawatts. In the event that the number and/or rated capacity of turbines is increased or decreased above 51 turbines during the Term or any Extension Term, the Amenity Fee shall be proportionately adjusted based on the number of turbines and/or their rated capacity. In addition, the parties hereby agree and acknowledge that in the event the Contract Price (as defined in the Supply Contract) under the Supply Contract is reduced or increased during the Extension Term relative to the Contract Price in the last year prior to the commencement of the Extension Term, the Amenity Fee shall also be proportionately adjusted to reflect such reduction or increase. Notwithstanding anything to the contrary contained herein, the Amenity Fee shall be reduced by the total amount of the fees charged to Goshen by the Municipality in excess of (i) \$15,000.00 per turbine; and (ii) \$100.00 plus \$0.75 per square foot for the transformer substation and switchyard control house buildings, with respect to building permits issued in connection with the Goshen Wind Energy Centre on or before the Commercial Operation Date.

2. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Agreement.
3. Except as expressly amended hereby, all of the terms, conditions and provisions of the Agreement shall be and remain in full force and effect and unamended.
4. This Amendment shall be governed by and interpreted in accordance with the laws of Canada and the Province of Ontario.
5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
6. This Amendment shall enure to the benefit of the Municipality and Goshen, and their respective successors and assigns.


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

**THE CORPORATION OF THE MUNICIPALITY
OF SOUTH HURON**

Mayor

Clerk
We have authority to bind the Corporation.

**GOSHEN WIND, LP, by its general partner,
GOSHEN WIND GP, ULC**

Per: 

Michael Sheehan, Vice-President
I have authority to bind the Corporation.