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The Corporation of Loyalist Township
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Pre-Construction Study – Section D.02 - Road Strengthening Warranty Statement

In connection with the review of the Pre-Construction Study for the Amherst Island Wind Project comments were made regarding the drainage of the road base of roads that will be subject to pre-construction strengthening Work (as such term is defined in the road use agreement dated January 26, 2016 between Windlectric Inc. and The Corporation of Loyalist Township (the “RUA”)).

In response to such comments Windlectric confirmed that the Project Engineer has concluded that the road strengthening work detailed in Section 2.2 of the Operations Plan and section D of the Pre-Construction Study, will provide drainage through the sections of affected road platform that is equal to or better than the existing drainage in such sections, and adequate for both the Project's needs and future serviceability of the roads. Furthermore Windlectric confirmed that it is proposing to crown or provide a transverse slope to both (i) the subgrade of the road platform, prior to strengthening, and (ii) the finished road surface after strengthening work, using best design practices. These features will facilitate shedding of water and the directing of sheet-flow water that reaches the grade or subgrade, creating improvements to existing conditions. In situations wherever elevation differential is available, between the road subgrade and any ditch or adjacent grade fall-off, the contractor will also install a transverse section of drainage trenches in an orientation perpendicular to the prevailing direction of the road. Outlet of these transverse drainage ditches will extend into any available ditch or fall-off side slope within the road allowance. Such drainage ditches will be placed at low areas of the roads and every 100 meters in length where the adjacent grades permit.

In support of such assurance Windlectric hereby warrants that the drainage of the road cross-section will be equal to or better than the existing drainage and hereby agrees to arrange, at its expense, for timely remediation of any deficiencies in drainage caused by such road strengthening work. Such warranty will remain in place for a period of five (5) years from the date of the Project's Commercial Operation Date (as such term is defined in the RUA). The foregoing warranty is separate and distinct from the warranties provided in the RUA and the warranties in the RUA shall not be impacted by virtue of the granting of this separate warranty.

If you have any questions regarding the foregoing please do not hesitate to contact me.

Yours truly,

A handwritten signature in black ink, appearing to read "Jeff Norman", is written over a horizontal line.

Jeff Norman, Vice-President - Development