

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF INTERWIND CORP.**

Applicant

**MOTION RECORD  
(returnable February 12, 2010)**

**GOODMANS LLP**  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7

Robert Chadwick (LSUC #35165K)  
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Lawyers for Interwind Corp.

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**ONTARIO  
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**IN THE MATTER OF THE COMPANIES' CREDITORS  
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OF INTERWIND CORP.**

Applicant

**NOTICE OF MOTION  
(Returnable February 12, 2010)**

Interwind Corp. (formerly known as SkyPower Corp.) (the "**Applicant**") will make a motion to a judge presiding over the Commercial List on Friday, February 12, 2010, at 10:00 a.m. or as soon after that time as the motion can be heard at the Courthouse, 330 University Avenue, Toronto, Ontario.

**PROPOSED METHOD OF HEARING:** This Motion is to be heard orally.

**THE MOTION IS FOR:**

1. An Order, *inter alia*:
  - (a) approving the Second Amendment to Purchase Agreement effective February 11, 2010, between the Applicant and CPV Canada Development ULC ("**CPV**") in respect of the sale of the Applicant's wind development business (the "**Wind Development Business**") to CPV;

- (b) amending the Approval and Vesting Order of this Court dated January 19, 2010;  
and
- (c) such further and other relief as the Applicant may request and this Honourable Court may deem just.

**THE GROUNDS FOR THE MOTION** are as follows:

- 2. Pursuant to the Order of this Court dated January 19, 2010, this Court approved a sale transaction in respect of the Wind Development Business to CPV in accordance with a purchase agreement dated December 23, 2009 between the Applicant and CPV, as amended by an amending agreement dated January 15, 2010 (collectively, the “**Purchase Agreement**”);
- 3. The parties wish to amend the Purchase Agreement to provide for, *inter alia*, a bifurcated closing in respect of the Purchased Assets (as defined in the Purchase Agreement) and have agreed to the terms of an amending agreement to effect same;
- 4. The provisions of the CCAA;
- 5. Rules 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure* (Ontario); and
- 6. Such further and other grounds as counsel may advise and this Honourable Court may permit.

**THE FOLLOWING DOCUMENTARY EVIDENCE** will be used at the hearing of the motion:

- 1. the Motion Record in connection with the within motion, filed;

2. the Approval and Vesting Order of this Court dated January 19, 2010; and
3. such further and other evidence as counsel may submit and this Honourable Court may admit.

Date: February 12, 2010

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TO: THE ATTACHED SERVICE LIST

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Lawyers for CPV Canada Development ULC

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

Court File No.: 09-8321-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF INTERWIND CORP.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**NOTICE OF MOTION  
(returnable February 12, 2010)**

**Goodmans LLP**  
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Lawyers for the Applicant

2

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,  
R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF INTERWIND CORP.**

**AFFIDAVIT OF ROBERT J. CHADWICK  
(sworn February 12, 2010)**

I, **ROBERT J. CHADWICK**, of the City of Toronto, in the Province of Ontario,

**MAKE OATH AND SAY:**

1. I am a partner at the law firm of Goodmans LLP. As such, I have personal knowledge of the matters to which I depose in this Affidavit. Where I do not possess such personal knowledge, I have stated the source of my information and, in all such cases, I believe it to be true.
2. This Affidavit is sworn in connection with the motion by Interwind Corp. for an order, *inter alia*:
  - (a) approving the Second Amendment to Purchase Agreement effective February 11, 2010 (the "**Second Amendment**"), between the Applicant and CPV Canada Development ULC ("**CPV**") in respect of the sale of the Applicant's wind development business (the "**Wind Development Business**") to CPV; and

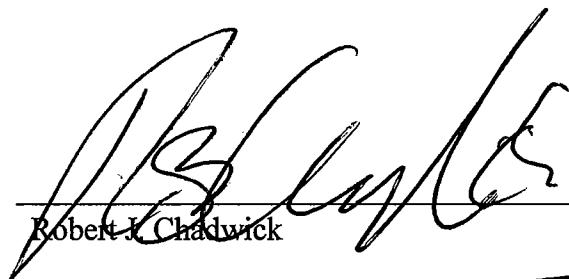
(b) amending the Approval and Vesting Order of this Court dated January 19, 2010.

2. Pursuant to the Order of this Court dated January 19, 2010, this Court approved a sale transaction in respect of the Wind Development Business to CPV in accordance with a purchase agreement dated December 23, 2009 between the Applicant and CPV, as amended by an amending agreement dated January 15, 2010 (collectively, the "Purchase Agreement").
3. I understand that the parties wish to amend the Purchase Agreement to provide for, *inter alia*, a bifurcated closing in respect of the Purchased Assets (as defined in the Purchase Agreement) and have agreed to the terms reflected in the Second Amendment.
3. Attached as Exhibit "A" hereto is a true copy of the Second Amendment, as redacted to seal certain commercially sensitive terms.

SWORN before me at the City of  
Toronto in the Province of Ontario on  
February 12, 2010.



A Commissioner for taking affidavits



Robert J. Chadwick

## SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT made effective as of February 11, 2010

BETWEEN:

**INTERWIND CORP.** (formerly SkyPower Corp.), a corporation incorporated under the laws of Canada (the “**Seller**”)

AND:

**CPV CANADA DEVELOPMENT ULC**, a corporation incorporated under the laws of Nova Scotia (the “**Buyer**”)

WHEREAS:

- A. The Seller and the Buyer entered into a purchase agreement made as of December 23, 2009, as amended by an amending agreement made as of January 15, 2010 (collectively, the “**Purchase Agreement**”).
- B. The Parties wish to further amend the Purchase Agreement on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, the Parties agree as follows:

1. Interpretation. Terms used but not defined in this Second Amendment will have the same meaning herein as in the Purchase Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Schedules are to Articles and Sections of and Schedules to the Purchase Agreement.
2. Amendments to Section 1.1. Section 1.1 is hereby amended as follow:
  - (a) by the deletion of the opening paragraph of Section 1.1(d) in its entirety and its replacement with the following:

“**Approval and Vesting Order**” means an order granted by the CCAA Court substantially in the form attached hereto as Schedule 1.1(d), on notice to a service list acceptable to the Buyer, acting reasonably, as such order may be amended, supplemented, restated, replaced or modified from time to time with the approval of the CCAA Court, which will, among other things:”;

- (b) by the deletion of Section 1.1(d)(iii) in its entirety and its replacement with the following:
- “(iii) provide for the vesting of title in the Buyer to the Purchased Assets acquired by the Buyer pursuant to this Agreement free and clear of all claims against the Purchased Assets of every nature or kind whatsoever and howsoever arising, including all Excluded Liabilities and all Encumbrances save for Permitted Encumbrances, upon the delivery of one or more certificates by the Monitor to the Buyer indicating that all matters to be completed prior to the consummation of the transactions contemplated by this Agreement have been satisfied or waived (where permissible);”;
- (c) by the deletion of Section 1.1(n) in its entirety and its replacement with the following
- “(n) “**Closing**” means the completion of the sale and purchase of the Purchased Assets (other than the Second Closing Purchased Assets) pursuant to this Agreement at the Closing Time and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of the Purchased Assets (other than the Second Closing Purchased Assets);”;
- (d) by the addition of the words “or waived, or such other date as may be agreed to by the Parties” to the end of Section 1.1(o);
- (e) by the deletion of Section 1.1(p) in its entirety and its replacement with the following
- “(p) “**Closing Documents**” means all contracts, agreements and instruments required by this Agreement to be delivered at or before the Closing and at or before the Second Closing;”;
- (f) by the addition of the words “and the Second Closing Purchase Price, collectively” immediately after the words “Purchase Price” in Section 1.1(w);
- (g) by the deletion of Section 1.1(dd) in its entirety and its replacement thereof with “[Intentionally deleted and left blank]”;
- (h) by the addition of the words “and, in the case of any Second Closing Purchased Assets, not due as at the Second Closing Date” to the end of Section 1.1(tt)(i);
- (i) by the addition of a new Section 1.1(fff.1) as follows:
- “(fff.1) “**Second Closing**” means the completion of the sale and purchase of all or any part of the Second Closing Purchased Assets pursuant to this Agreement at the Second Closing Time and all other transactions contemplated by this Agreement that are to occur contemporaneously with the sale and purchase of such Second Closing Purchased Assets;”;

(j) by the addition of a new Section 1.1(fff.2) as follows:

“(fff.2) “**Second Closing Date**” means such date as the Parties may agree, but in no event shall the Second Closing Date be a date after March 25, 2010;”;

(k) by the addition of a new Section 1.1(fff.3) as follows:

“(fff.3) “**Second Closing Purchased Assets**” means those assets listed in Schedule 1.1(fff.3);”;

(l) by the addition of a new Section 1.1(fff.4) as follows:

“(fff.4) “**Second Closing Purchase Price**” has the meaning given to such term in Section 3.2(a);”;

(m) by the addition of a new Section 1.1(fff.5) as follows:

“(fff.5) “**Second Closing Time**” means 10:00 a.m. (Toronto time) on the Second Closing Date or such other time on the Second Closing Date as the Parties agree that the Second Closing shall take place;”;

(n) by the deletion of Section 1.1(nnn) in its entirety and its replacement with the following:

“(nnn) “**Transferred Contracts**” means all Contracts forming part of the Purchased Assets being acquired on the Closing and/or the Second Closing, as the case may be, together with (A) in connection with the Closing, any Contracts that are entered into in the ordinary course of the business from the date of this Agreement to the Closing Date in compliance with Section 7.2 (but excluding any Contracts that are entered into after the date of this Agreement other than in compliance with Section 7.2 **Error! Reference source not found.**) and (B) in connection with the Second Closing, any Contracts that are entered into in the ordinary course of the business from the date of the Closing to the Second Closing Date in compliance with Section 7.2 (but excluding any Contracts that are entered into after the date of the Closing other than in compliance with Section 7.2 **Error! Reference source not found.**), and in each case, the benefit of any confidentiality agreements with others respecting confidential information;”.

3. Amendments to Section 1.2. Section 1.2 is hereby amended by the addition of the following entry to the table:

Schedule 1.1(fff.3)	Second Closing Purchased Assets
---------------------	---------------------------------

4. Amendments to Section 2.1. Section 2.1 is hereby amended by its deletion in its entirety and replacement thereof with the following:

“Subject to the terms and conditions of this Agreement (including the provisions of Sections 2.5 and 2.6), (A) at the Closing the Seller shall sell and the Buyer shall purchase, free and clear of all claims against the Purchased Assets (other than the Second Closing Purchased Assets) of every nature or kind whatsoever and howsoever arising, including all Excluded Liabilities and all Encumbrances other than Permitted Encumbrances, all of the Seller’s right, title and interest in, to and under, or relating to, the Purchased Assets (other than the Second Closing Purchased Assets) and (B) at the Second Closing the Seller shall sell and the Buyer shall purchase, free and clear of all claims against the Second Closing Purchased Assets of every nature or kind whatsoever and howsoever arising, including all Excluded Liabilities and all Encumbrances other than Permitted Encumbrances, all of the Seller’s right, title and interest in, to and under, or relating to, all or part of the Second Closing Purchased Assets. In the event that any of the Purchased Assets are held in the name of an entity other than the Seller, the Seller shall cause its indirect interest in such Purchased Assets to be transferred by transferring to Seller its shares in such entity, as indicated on Schedule 1.1(yy).”.

5. Amendments to Section 2.3. Section 2.3 is hereby amended as follows:

- (a) by the addition of the words “(other than the Second Closing Purchased Assets)” immediately following the words “Purchased Assets” each time they appear in Section 2.3(a) and Section 2.3(b);
- (b) by the deletion of the word “and” at the end of Section 2.3(a);
- (c) by the deletion of period at the end of Section 2.3(b) and its replacement with a semi-colon;
- (d) by the addition of new Sections 2.3(c) and (d) as follows:
  - “(c) *After Second Closing Time* - all liabilities and obligations of any kind relating to the Second Closing Purchased Assets acquired by the Buyer pursuant to this Agreement arising from events occurring on or after the Second Closing Time; and
  - (d) *Obligations under Contracts, etc.* – all liabilities and obligations arising after the Second Closing Time under the Transferred Contracts and all Personal Property Leases, the Real Property Leases, and Permits forming part of the Second Closing Purchased Assets acquired by the Buyer pursuant to this Agreement.”.

6. Amendments to Section 2.7. Section 2.7 is hereby amended by the addition of the words “AND THE SECOND CLOSING TIME, AS APPLICABLE,” immediately after the words “CLOSING TIME” each time they appear in the fully-capitalized section of the first clause.

7. Amendments to Section 3.1. Section 3.1 is hereby amended by the addition of the words “and the Second Purchase Closing Price” immediately after the words “the Purchase Price” in each case where they appear in Section 3.1(b).
8. Amendments to Section 3.2. Section 3.2 is hereby amended as follows:
- (a) by the deletion of Section 3.2(a) in its entirety and its replacement with the following:
- “(a) Subject to Section 3.2(b) and Section 3.2(h), (i) on the Closing Date, the purchase price payable by the Buyer to the Seller for the Purchased Assets (other than the Second Closing Purchased Assets) shall be \$ \_\_\_\_\_ (the “**Purchase Price**”) and (ii) on the Second Closing Date, the purchase price payable by the Buyer to the Seller for the Second Closing Purchased Assets shall be \$ \_\_\_\_\_ (the “**Second Closing Purchase Price**”).”;
- (b) by the deletion of last full sentence of the opening paragraph of Section 3.2(b) in its entirety and its replacement with the following:
- “Given that the consent of the Ontario Power Authority to the assignment of the Hardwood Hills FIT Application has not been and will not be obtained by the Closing Date, the Purchase Price shall be reduced by \$ \_\_\_\_\_.”;
- (c) by the deletion of Section 3.2(b)(i) and Section 3.2(b)(ii) in their entirety;
- (d) by the deletion of the opening clause of Section 3.2(c) in its entirety and its replacement with the following:
- “(c) \_\_\_\_\_
- (e) by the addition of the word “Second” immediately before the words “Closing Date” each time they appear in the concluding clause of Section 3.2(c)(i); and
- (f) by the deletion of Section 3.2(h) in its entirety and its replacement with the following:
- “(h) The Parties agree that notwithstanding any other provision in this Agreement:
- (i) if the assignment of the Byran RES III Contract is not upon such mutually satisfactory terms and conditions as determined by the Buyer and Seller, each in their sole discretion, the Buyer or the Seller, as the case may be, shall have the right upon delivery of a written notice prior to the Second Closing Time to remove from Second Closing contemplated pursuant to this Agreement, the Byran RES III Contract and

- (A) the Seller shall have the right (but not the obligation), exercisable in its sole and absolute discretion, upon delivery of a written notice to the Buyer prior to the Second Closing Tim, to also remove all the remaining Second Closing Purchased Assets pertaining to the Byran Project from the Second Closing contemplated pursuant to this Agreement, and in such case, the Second Closing Purchase Price shall be reduced by \$ \_\_\_\_\_; or
  - (B) the Seller shall have the right (but not the obligation), exercisable in its sole and absolute discretion, upon delivery of a written notice to the Buyer prior to the Second Closing Tim, to preserve and include all of the Second Closing Purchased Assets pertaining to the Byran Project (other than the Byran RES III Contract) for and in the Second Closing contemplated pursuant to this Agreement, and in such case the Second Closing Purchase Price shall be reduced by \$ \_\_\_\_\_;
- (ii) prior to Second Closing they shall try to work together in good faith with the Ontario Power Authority and each other to agree upon a mutually satisfactory basis upon which the Byran RES III Contract can be assigned to the Buyer;
  - (iii) for greater certainty:
    - (A) if the Byran RES III Contract and all of the Second Closing Purchased Assets pertaining to the Byran Project have been removed pursuant to, respectively, Section 3.2(h)(i) and Section 3.2(h)(i)(A), then the Seller shall sell and the Buyer shall purchase in accordance with Section 2.1 on the Second Closing Date all of those crown land applications identified in Schedule 1.1(vv) that are capable of being assigned by the Seller to the Buyer on the Second Closing Date for \$ \_\_\_\_\_;
    - (B) if the Byran RES III Contract is assignable upon such mutually satisfactory terms and conditions as determined by the Buyer and Seller, each in their sole discretion, or if the Byran RES III Contract is not otherwise removed by a Party pursuant to Section 3.2(h)(i), then the Seller shall sell and the Buyer shall purchase in accordance with Section 2.1 on the Second Closing Date (x) the Byran RES III Contract and all of the Second Closing Purchased Assets pertaining to the Byran Project and (y) all of those crown land applications identified in

Schedule 1.1(vv) that are capable of being assigned by the Seller to the Buyer on the Second Closing Date, for \$\_\_\_\_\_; and

- (C) if the Byran RES III Contract has been removed from Second Closing contemplated pursuant to this Agreement but the Second Closing Purchased Assets pertaining to the Byran Project (other than the Byran RES III Contract) have been preserved and included pursuant to this Section 3.2(h)(i)(B), then the Seller shall sell and the Buyer shall purchase in accordance with Section 2.1 on the Second Closing Date (x) all of the Second Closing Purchased Assets pertaining to the Byran Project (other than, for greater certainty, the Byran RES III Contract) and (y) all of those crown land applications identified in Schedule 1.1(vv) that are capable of being assigned by the Seller to the Buyer on the Second Closing Date, for \$\_\_\_\_\_.”.

9. Amendments to Section 6.1. Section 6.1 is hereby amended by the deletion of the words “and shall be Final” at the end of Section 6.1(c).
10. Amendments to Section 6.2. Section 6.2 is hereby amended by the addition of the words “(other than the Second Closing Purchased Assets)” immediately after the words “Purchased Assets” each time they appear in Section 6.2(c).
11. Amendments to Section 7.2. Section 7.2 is hereby amended by the deletion of the opening paragraph of Section 7.2 in its entirety and its replacement with the following:
- “Except: (1) as expressly provided in this Agreement; (2) with the prior written consent of the Buyer (not to be unreasonably withheld or delayed); (3) as necessary in connection with the CCAA Proceedings; or (4) as otherwise provided in the Court Orders, prior to the Closing Time, in the case of the Purchased Assets (other than the Second Closing Purchased Assets) and prior to the Second Closing Time, in the case of the Second Closing Purchased Assets, to the extent reasonably practicable having regard to the CCAA Proceedings, the Seller shall:”.
12. Amendments to Section 7.5. Section 7.5 is hereby amended as follows:
- (a) by the addition of the words “and the Second Closing Purchase Price” after the words “Purchase Price” in Section 7.5(b); and
- (b) by the addition of the words “or the Second Closing, as applicable,” after the opening words “At the Closing” in Section 7.5(e).

13. Amendments to Section 7.7. Section 7.7 is hereby amended by the addition of the words “and the Second Closing Purchase Price, collectively” after the words “the Purchase Price” in Section 7.7(c).
14. Amendments to Section 7.8. Section 7.8 is hereby amended by the addition of the words “in relation to the Purchased Assets (other than the Second Closing Purchased Assets) and prior to the Second Closing Date in relation to the Second Closing Purchased Assets” after the words “prior to the Closing Date” in Section 7.8.
15. Amendments to Section 8.1. Section 8.1 is hereby amended by the deletion of Section 8.1(c) in its entirety and its replacement thereof with the following:
  - “(c) If and as required by Applicable Law, notice of the motion seeking the issuance and entry of the Approval and Vesting Order shall be served by the Seller or the Monitor, as applicable, on all Persons on the service list in the CCAA Proceedings and on any other Persons requested by the Buyer, acting reasonably.”.
16. Amendments to Section 9.1. Section 9.1 is hereby amended by the deletion of the Section 9.1(d) in its entirety and its replacement thereof with “[Intentionally deleted and left blank]”.
17. Amendments to Section 10.1. Section 10.1 is hereby amended by the addition of the words “, and the Second Closing shall take place at the Second Closing Time on the Second Closing Date, in each case” after the words “on the Closing Date”.
18. Amendments to Section 10.2. Section 10.2 is hereby amended as follows:
  - (a) by the deletion of Section 10.2(b)(iv) in its entirety; and
  - (b) by the addition of a new Section 10.2(c) as follows:
    - “(c) At the Second Closing, the Buyer and the Seller shall deliver to each other such documents, instruments and certificates as may be reasonably required or desirable to duly effect the Second Closing.”.
19. Amendments to Section 11.6. Section 11.6 is hereby amended by the addition of the words “Notwithstanding the foregoing, all expenses (including fees and expenses of legal advisers, accountants and other professional advisers) incurred by the Parties from the Closing Date in connection with any request by the Buyer for assignment, amendment or other modification of the Byran RES III Contract or any crown land application identified in Schedule 1.1(vv) (including, for greater certainty, the negotiation and settlement of mutually acceptable terms and conditions to any such assignment, amendment or modification) shall be for the sole account and responsibility of the Buyer. For greater certainty, each of the Seller and the Buyer shall be responsible for the expenses incurred by them to effect the Second Closing.” to the end of Section 11.6.

20. Amendments to Section 11.8. Section 11.8 is hereby amended by its deletion in its entirety and its replacement with the following:

“No Party may assign its right or benefits under this Agreement without the consent of the other Party hereto and the Monitor, except that without such consent the Buyer may: (i) assign any or all of its rights and obligations hereunder to one or more of its subsidiaries or affiliates, subject to Seller’s and the Monitor’s prior approval of the form of such assignment, acting reasonably; (ii) direct that title to the Purchased Assets be transferred to and the Assumed Liabilities be assumed by one or more of its subsidiaries or affiliates, or (iii) assign any or all of its rights and obligations hereunder in respect of Purchased Assets transferred, conveyed or assigned pursuant to and in accordance with Section 3.2(f)(viii) to the assignee or transferee of such Purchased Assets, provided that, in each case, no such assignment or direction shall relieve the Buyer of its obligations hereunder. In addition, no Party may assign its rights, benefits, liabilities or obligations under the Collateral Charge and all related documents, instruments and certificates without a concurrent assignment of such Party’s rights and benefits under this Agreement. For greater certainty, no party may assign its rights, benefits, liabilities or obligations under the Collateral Charge and all related documents, instruments and certificates without the consent of the other Party hereto. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.”

21. Amendments to Schedules. The Schedules to the Purchase Agreement are hereby amended as follows:

- (a) by changing the number of Meteorological Towers listed in Schedule 1.1(yy) under “Wind - Projects - Byran 1” from 3 to 9;
- (b) by changing the number of MET Towers listed in Schedule 1.1(yy) under “Robert Hills – Robert Hills 1” from 1 to 2
- (c) by changing the number of MET Towers listed in Schedule 1.1(yy) under “Robert Hills – Robert Hills 2” from 1 to 2
- (d) by the addition of a new Schedule 1.1(fff.3) – Second Closing Purchased Assets in the form attached hereto as Schedule “A”.

22. Effect of Amendment. Except as specifically amended hereby, the Purchase Agreement is hereby ratified and confirmed in all respects, and all provisions thereof will remain in full force and effect. The Purchase Agreement and this Second Amendment will be read together and will have effect so far as practicable as though all provisions thereof and hereof were contained in one instrument. In case of any conflict between the provisions of the Purchase Agreement and the provisions of this Second Amendment, the provisions of this Second Amendment will prevail.

23. Entire Amendment. This Second Amendment, together with the Purchase Agreement, as amended, constitutes the entire agreement between the parties in respect of the subject matter hereof.
24. Consequential Amendments. All references to the Purchase Agreement in other documents or agreements made between the parties will be deemed to have been amended to refer to the Purchase Agreement, as amended.
25. Benefit of the Amendment. This Second Amendment will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
26. Governing Law. This Second Amendment is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
27. Counterparts. This Second Amendment may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
28. Electronic Execution. Delivery of an executed signature page to this Second Amendment by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Second Amendment by such party.

**[Remainder of this page has been intentionally left blank.]**

IN WITNESS WHEREOF the parties have executed this Second Amendment.

**SELLER**

**INTERWIND CORP.**

By: \_\_\_\_\_  
Authorized Signatory

**BUYER**

**CPV CANADA DEVELOPMENT ULC**

By: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE "A"**

**SCHEDULE 1.1(ff.3)  
SECOND CLOSING PURCHASED ASSETS**

**Byran 1**

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.2.1.1.1	Byran Preliminary Balance of Plant Cost Estimates	October 2008	AMEC Americas Limited
2.2.1.1.6	Byran Preliminary Engineering Report	October 1, 2008	K-Line Group of Companies
2.2.1.2.1	Byran Environmental Review Report  Appended Reports: <ul style="list-style-type: none"> <li>• Record of Consultation</li> <li>• Breeding Bird Species Potentially Occurring Within Project Study Area</li> <li>• Avian Monitoring</li> <li>• Stage 1 Archaeological Assessment</li> <li>• Transportation</li> <li>• Acoustic Assessment</li> <li>• Radio and Telecommunications Assessment</li> <li>• Shadow Flicker</li> </ul>	August 25, 2009	Jacques Whitford Stantec Limited
2.2.1.2.18	Crown Agreement re: First Nations Consultation	May 29, 2009	Ontario Ministry of Energy and Infrastructure  SkyPower Corp.

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.2.1.2.19	Letter from Ontario Ministry of Energy and Infrastructure	May 28, 2009	Ontario Ministry of Energy and Infrastructure SkyPower Corp.
2.2.1.2.31	Notice of Completion re Environmental Assessment	August 25, 2009	SkyPower Corp.
2.2.1.3.4	System Impact Assessment Agreement	March 27, 2008	Independent Electricity System Operator SkyPower Corp.
2.2.1.3.5	Connection Assessment and Approvals Process Report (SIA Part One)	October 7, 2008	Independent Electricity System Operator SkyPower Corp.
2.2.1.7.1	Renewable Energy Supply III Contract (Power Purchase Agreement)	January 14, 2009	Ontario Power Authority SkyPower Corp.
2.2.1.11.1	Wind Resource Assessment	July 29, 2009	Genivar
2.2.1.11.3	Micrositing Net Energy Analysis	July 22, 2009	Wind Logics
2.2.1.11.4	Micrositing Preliminary Turbine Layout Analysis	July 8, 2009	Wind Logics
2.2.1.13	Transportation Study	July 2009	Clarke Road Transport
12.1.1.2.3.3	Letter from Department of National Defence	September 24, 2009	Department of National Defence SkyPower Corp.
12.1.1.2.3.1	MNR Comments to Environmental Review Report	September 24, 2009	Ontario Ministry of Natural Resources SkyPower Corp.
12.1.1.2.3.2	MOE Comments to Acoustic Assessment	September 4, 2009	Ontario Ministry of the Environment SkyPower Corp.

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
12.1.1.2.4.1	Minutes of Mohawks of Bay of Quinte First Nation and SkyPower Corp. meeting dated September 24, 2009	September 24, 2009	Mohawks of Bay of Quinte First Nation SkyPower Corp.
12.1.1.6.2.1	Quarterly Report to OPA	April 15, 2009	SkyPower Corp. Ontario Power Authority
12.1.1.6.2.2	Quarterly Report to OPA	July 15, 2009	SkyPower Corp. Ontario Power Authority
12.1.1.6.2.3	Quarterly Report to OPA	October 15, 2009	SkyPower Corp. Ontario Power Authority
12.1.1.2.3.6	Elevation Requests to MOE and Response Packages of SkyPower to Elevation Requests submitted to MOE re ERR	October 19, 20 and 29, 2009	SkyPower Corp. Ontario Ministry of the Environment
12.1.1.2.3.5	Revised Acoustic Assessment submitted to MOE	November 9, 2009	Stantec Consulting Inc. SkyPower Corp.
12.1.1.2.3.7	QinetiQ Inc. contract re Radar Matters	October 6, 2009	QinetiQ Inc. SkyPower Corp.

#### 9 Meteorological Towers

#### Land Rights

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
	Option	03/29/08	John & Rosemary Anderson SkyPower Corp.
	Option	03/29/08	Kingsley Farms – Brian, Vickie, George & Patricia SkyPower Corp.
	Option	03/29/08	Reynolds Brothers Farms SkyPower Corp.

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
	Option	04/08/08	Walter Stone SkyPower Corp.
	Option	04/25/08	Wayne & Audrey Cronk SkyPower Corp.
	Option	04/25/08	Dianne & William R. Dunn SkyPower Corp.
	Option	04/26/08	Byford Farm Ltd. SkyPower Corp.
	Option	04/26/08	Dale & Beverly Galway SkyPower Corp.
	Option	04/26/08	Terry E Laundry, Jean I Oram SkyPower Corp.
	Option	04/28/08	Barbara Patricia Stacey SkyPower Corp.
	Option	05/08/08	Drew & Jennifer Byford SkyPower Corp.
	Option	05/16/08	Stephen May SkyPower Corp.
	Option	05/26/08	Margaret & Ross Foster SkyPower Corp.
	Option	06/03/08	Duelleus Bruce Gorsline SkyPower Corp.
	Option	06/04/08	Chris Byford SkyPower Corp.
	Option	06/05/08	Dennis Richards SkyPower Corp.
	Option	06/04/08	Hedrik DeBoef & Anneke Maria SkyPower Corp.

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
	Option	06/05/08	Dennis Richards & Margaret SkyPower Corp.
	Option	06/08/08	Wager Farms Ltd. SkyPower Corp.
	Option	06/09/08	Rowald Longwell SkyPower Corp.
	Option	06/09/08	Douglas Grieve SkyPower Corp.
	Option	06/10/08	Paul Mowbray SkyPower Corp.
	Option	06/10/08	Terry and Linda Byford SkyPower Corp.
	Option	06/11/08	Albert Lewis SkyPower Corp.
	Option	06/11/08	Gerald & Evelyn Allison SkyPower Corp.
	Option	06/11/08	James and Christine Price SkyPower Corp.
	Option	06/11/08	James and Raeanne Nielson SkyPower Corp.
	Option	06/11/08	Daniel Newnham SkyPower Corp.
	Option	06/11/08	Roy and Isabel Mowbray SkyPower Corp.
	Option	06/11/08	William James Moore SkyPower Corp.
	Option	06/12/08	Doug and Helen Thompson SkyPower Corp.

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
	Option	06/21/08	Elmstein Farms Inc./ John & Jane Thompson SkyPower Corp.
	Option	06/21/08	John H. Thompson SkyPower Corp.
	Option	06/27/08	Winne Kit Han Shen SkyPower Corp.
	Option	06/26/08	Luc Paradis & Melody Paradis SkyPower Corp.
	Option	06/26/08	Brendon & Lisa Conley SkyPower Corp.
	Option	06/27/08	Don Boschma & Donna Boschma SkyPower Corp.
	Option	07/09/08	Ronald H. Robinson SkyPower Corp.
	Option	07/09/08	Rodger Anderson SkyPower Corp.
	Option	07/09/08	Ted Maczka SkyPower Corp.
	Option	07/09/08	Areta Marlene & Charles Russell Trottman SkyPower Corp.
	Option	07/09/08	Mark Rabbie SkyPower Corp.
	Option	06/27/08	Aylmer Norton SkyPower Corp.
	Option	07/11/08	Aqualine Foods Inc. a/s Gord Jeske SkyPower Corp.

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
	Option	07/13/08	Margaret Gail Hamilton SkyPower Corp.
	Option	07/14/08	Ron Algar SkyPower Corp.
	Option	07/09/08	Doug & Nancy Robinson; George & Marilyn Barsley SkyPower Corp.
	Option	09/17/08	David Wilson Bulpit SkyPower Corp.
	Option	09/18/08	792077 Ontario Inc. SkyPower Corp.
	Option	09/18/08	John Anderson SkyPower Corp.
	Option	09/18/08	Leslie Jones SkyPower Corp.
	Option	09/19/08	Frank Gisler SkyPower Corp.
	Option	09/19/08	William and Cherrill Brown SkyPower Corp.
	Option	09/29/08	Michael DeCastris SkyPower Corp.
	Option	10/01/08	Brian & Angela May SkyPower Corp.
	Option	10/01/08	Bruce & Nancy Hoekstra SkyPower Corp.
	Option	01/26/09	Marcia Irene & Arthur Howard Allison SkyPower Corp.

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
	Option	01/26/09	Joseph Perry Allison & Donna Loreen Allsion SkyPower Corp.
	Option	01/28/09	Len Kormos & Mary Kormos SkyPower Corp.
	Option	02/03/09	Penelope Ann Tunnell & Lawrence Allan Roche SkyPower Corp.
	Option	02/20/09	George Bulgajewski SkyPower Corp.
	Option	02/17/09	David Reginald Doornbos SkyPower Corp.
	Option	02/17/09	Hilda E. Doornbos SkyPower Corp.
	Option	02/18/09	Alida Doornbos SkyPower Corp.
	Option	02/09/09	Sandra Johnson SkyPower Corp.
	Option	02/24/09	Frederick J. Fox & Richard K. Fox SkyPower Corp.
	Option	03/03/09	David Fairley SkyPower Corp.
	Option	03/04/09	Jennifer Ackerman SkyPower Corp.
	Option	03/11/09	William A. Stone & Margaret Stone SkyPower Corp.
	Option	03/13/09	Michael Robert Davies SkyPower Corp.

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
	Option	03/26/09	Deborah Waldinsperger SkyPower Corp.
	Option	04/01/09	Ralph & Janet Day SkyPower Corp.
	Option	04/20/09	Chris Harris & Angela Van Damme SkyPower Corp.
	Option	06/27/08	Winne Kit Han Shen SkyPower Corp.

### **Ontario Crown Lands**

#### Nipigon East

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.3.1.6.1.1.1. 2.3.1.6.1.1.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.1.1.3 2.3.1.6.1.1.4	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.1.1.5 2.3.1.6.1.1.6	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.1.1.7 2.3.1.6.1.1.8	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

Pearl

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.3.1.6.2.1.1 2.3.1.6.2.1.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.2.1.3 2.3.1.6.2.1.4	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.2.1.5 2.3.1.6.2.1.6	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.2.1.7 2.3.1.6.2.1.8	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.2.1.9 2.3.1.6.2.1.10	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.2.1.11 2.3.1.6.2.1.12	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.2.1.13 2.3.1.6.2.1.14	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

Mississauga North

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.3.1.6.3.1.1 2.3.1.6.3.1.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.3 2.3.1.6.3.1.4	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.5 2.3.1.6.3.1.6	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.7 2.3.1.6.3.1.8	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.9 2.3.1.6.3.1.10	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.11 2.3.1.6.3.1.12	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.13 2.3.1.6.3.1.14	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.15 2.3.1.6.3.1.16	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.3.1.6.3.1.17 2.3.1.6.3.1.18	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.19 2.3.1.6.3.1.20	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.21 2.3.1.6.3.1.22	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.3.1.23 2.3.1.6.3.1.24	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

Hardwood Hills Expansion Crown Lands

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.3.1.6.4.1.1 2.3.1.6.4.1.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.3 2.3.1.6.4.1.4	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.5 2.3.1.6.4.1.6	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.3.1.6.4.1.7 2.3.1.6.4.1.8	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.9 2.3.1.6.4.1.10	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.11 2.3.1.6.4.1.12	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.13 2.3.1.6.4.1.14	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.15 2.3.1.6.4.1.16	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.17 2.3.1.6.4.1.18	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.19 2.3.1.6.4.1.20	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.21 2.3.1.6.4.1.22	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.3.1.6.4.1.23 2.3.1.6.4.1.24	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.25 2.3.1.6.4.1.26	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.27 2.3.1.6.4.1.28	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.29 2.3.1.6.4.1.30	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.31 2.3.1.6.4.1.32	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.33 2.3.1.6.4.1.34	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.35 2.3.1.6.4.1.36	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.37 2.3.1.6.4.1.38	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.3.1.6.4.1.39 2.3.1.6.4.1.40	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.3.1.6.4.1.43	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

#### **North Sudbury**

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.2.2.1 2.5.1.2.2.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.2.2.3 2.5.1.2.2.4	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

#### **Lake Erie II**

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.3.1.1 2.5.1.3.1.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.3 2.5.1.3.1.4	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.3.1.5 2.5.1.3.1.6	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.7 2.5.1.3.1.8	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.9 2.5.1.3.1.10	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.11 2.5.1.3.1.12	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.13 2.5.1.3.1.14	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.15 2.5.1.3.1.16	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.17 2.5.1.3.1.18	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.19 2.5.1.3.1.20	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.3.1.21 2.5.1.3.1.22	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.23 2.5.1.3.1.24	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.25 2.5.1.3.1.26	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.27 2.5.1.3.1.28	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.29 2.5.1.3.1.30	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.31 2.5.1.3.1.32	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.33 2.5.1.3.1.34	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.35 2.5.1.3.1.36	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.3.1.37 2.5.1.3.1.38	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.3.1.39 2.5.1.3.1.40	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

**Goulais River**

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.4.2.1 2.5.1.4.2.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

**Cameron Falls**

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.5.1.1 2.5.1.4.1.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.5.1.3 2.5.1.5.1.4	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

**Pickle Lake North**

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.6.1.1 2.5.1.6.1.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.6.1.3 2.5.1.6.1.4	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.6.1.5 2.5.1.6.1.6	Crown Land Lease Application	15-Feb-08	SkyPower Corp. Ontario Ministry of Natural Resources

**Pickle Lake South**

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.7.1.1 2.5.1.7.1.2	Crown Land Lease Application	15-Feb-08	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.7.1.3 2.5.1.7.1.4	Crown Land Lease Application	15-Feb-08	SkyPower Corp. Ontario Ministry of Natural Resources

**Kenora**

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.8.1.1 2.5.1.8.1.2	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.8.1.5 2.5.1.8.1.6	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources
2.5.1.8.1.7 2.5.1.8.1.8	Crown Land Lease Application	February 15, 2008	SkyPower Corp. Ontario Ministry of Natural Resources

**Lake Erie**

This project and the assets listed below are subject to a joint venture arrangement between the Seller, and Citizens Energy Corporation as described in data room document no. 5.3.2.25

<b>Data Room Document No.</b>	<b>Document Name</b>	<b>Date</b>	<b>Parties</b>
2.5.1.12.1.1	Crown Land Lease Application	September 30, 2004	SkyPower Corp. Ontario Ministry of Natural Resources

15813718

IN THE MATTER OF the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF INTERWIND CORP.

Court File No: 09-837

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**AFFIDAVIT OF ROBERT J. CHADWICK**  
(sworn February 12, 2010)

**GOODMANS LLP**

Barristers & Solicitors  
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Toronto, Ontario M5H 2S7

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Lawyers for Interwind Corp.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, C. C-36, AS AMENDED  
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF INTERWIND CORP.

Court File No.: 09-8321-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**MOTION RECORD  
(returnable February 12, 2010)**

**GOODMANS LLP**

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