

**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 March 25, 2010)**

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

Robert Chadwick (LSUC #35165K)
Fred Myers (LSUC #26310A)
Jason Wadden (LSUC# 46757M)

Tel: 416-979-2211
Fax: 416-979-1234

Lawyers for Interwind Corp.

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TAB 1

**ONTARIO
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**NOTICE OF MOTION
(Returnable March 25, 2010)**

Interwind Corp. (formerly known as SkyPower Corp.) (the "**Applicant**") will make a motion to a judge presiding over the Commercial List on Thursday, March 25, 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 Third Amendment to Purchase Agreement effective March 24, 2010, between the Applicant, CPV Canada Development ULC ("**CPV ULC**") and CPV Canada Energy LP ("**CPV LP**") and collectively with CPV 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, as amended by an Order Amending Approval and Vesting Order of this Court dated February 12, 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 ULC in accordance with a purchase agreement dated December 23, 2009 between the Applicant and CPV ULC, as amended by an amending agreement dated January 15, 2010 (collectively, the **“Purchase Agreement”**);
3. Pursuant to the Order of this Court dated February 12, 2010, this Court approved a Second Amendment to Purchase Agreement effective February 11, 2010 to provide for, *inter alia*, a bifurcated closing in respect of the Purchased Assets (as defined in the Purchase Agreement);
4. The first closing in respect of the bulk of the Purchased Assets was completed on February 12, 2010;
5. Pursuant to an Assignment and Assumption Agreement dated February 12, 2010, CPV ULC assigned all of its rights and obligations under the Purchase Agreement to CPV LP;
6. The parties wish to amend the Purchase Agreement to provide for, *inter alia*, certain amendments and adjustments to the purchase price for the remaining Purchased Assets at

the second closing and have agreed to the terms of an amending agreement to effect same;

7. The provisions of the *Companies' Creditors Arrangement Act* (Canada);
8. Rules 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure* (Ontario); and
9. 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;
3. the Order Amending Approval and Vesting Order of this Court dated February 12, 2010;
and
4. such further and other evidence as counsel may submit and this Honourable Court may admit.

Date: March 25, 2010

Goodmans LLP
Barristers & Solicitors
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Robert J. Chadwick (LSUC#35165K)
Fred Myers (LSUC# 26310A)
Cathy Costa (LSUC# 46582L)

Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for the Applicant

TO: BORDEN LADNER GERVAIS LLP
Scotia Plaza
40 King Street West
Toronto, ON M5H 3Y4

Michael McNaughton
Tel.: (416) 367-6646
Fax: (416) 682-2837
E-mail: mmacnaughton@blgcanada.com

James Szumski
Tel: (416) 367-6310
Fax: (416) 682-2811
E-mail: jszumski@blgcanada.com

Lawyers for Monitor

AND TO: BORDEN LADNER GERVAIS LLP
Scotia Plaza
40 King Street West
Toronto, ON M5H 3Y4

Alec Zimmerman
Tel: (416) 367-6310
Fax: (416) 361-2520
Email: azimmerman@blgcanada.com

Lawyers for CPV Canada Development ULC and CPV Canada Energy LP

AND TO: OSLER, HOSKIN & HARCOURT LLP
100 King Street West
1 First Canadian Place
Suite 6100, P.O. Box 50
Toronto, ON M5X 1B8

Rupert Chartrand
Tel.: (416) 862-6575
Fax: (416) 862-6666
E-mail: rchartrand@osler.com

Artem Miakichev
Tel.: (416) 862-5673
Fax: (416) 862-6666
E-mail: amiakichev@osler.com

Lawyers for the HSH Lending Syndicate

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

**NOTICE OF MOTION
(Returnable March 25, 2010)**

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Bay Adelaide Centre
333 Bay Street, Suite 3400
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Robert J. Chadwick (LSUC# 35165K)
Fred Myers (LSUC# 26310A)
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Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for Interwind Corp.

TAB 2

**ONTARIO
SUPERIOR COURT OF JUSTICE
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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF INTERWIND CORP.**

**AFFIDAVIT OF DEREK BULAS
(Sworn March 25, 2010)**

I, **DEREK BULAS**, of the City of Toronto, in the Province of Ontario, **MAKE**

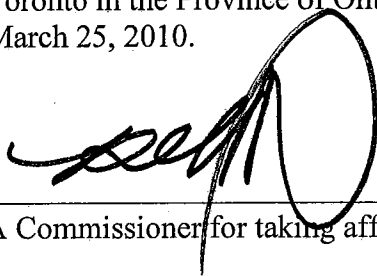
OATH AND SAY:

1. I am a lawyer at the law firm of Goodmans LLP, counsel for Interwind Corp. (the "**Applicant**"). 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 the Applicant for an order, *inter alia*:
 - (a) approving the Third Amendment to Purchase Agreement effective March 24, 2010 (the "**Third Amendment**"), between the Applicant, CPV Canada Development ULC ("**CPV ULC**") and CPV Canada Energy LP ("**CPV LP**") and collectively with CPV 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, as amended by an Order Amending Approval and Vesting Order of this Court dated February 12, 2010.
3. 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 ULC in accordance with a purchase agreement dated December 23, 2009 between the Applicant and CPV ULC, as amended by an amending agreement dated January 15, 2010 (collectively, the "**Purchase Agreement**").
 4. Pursuant to the Order of this Court dated February 12, 2010, this Court approved the Second Amendment to Purchase Agreement effective February 11, 2010 to provide for, *inter alia*, a bifurcated closing in respect of the Purchased Assets (as defined in the Purchase Agreement).
 5. The first closing in respect of the bulk of the Purchased Assets was completed on February 12, 2010.
 6. Pursuant to an Assignment and Assumption Agreement dated February 12, 2010, CPV ULC assigned all of its rights and obligations under the Purchase Agreement to CPV LP.
 7. I understand that the parties wish to amend the Purchase Agreement to provide for, *inter alia*, certain amendments and adjustments to the purchase price for the remaining Purchased Assets at the second closing and have agreed to the terms reflected in the Third Amendment.

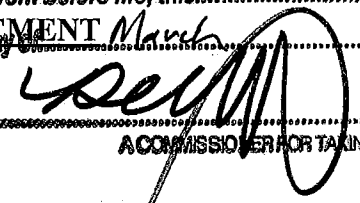
8. Attached as Exhibit "A" hereto is a true copy of the Third Amendment, as redacted to seal certain commercially sensitive terms. A sealed, un-redacted copy of the Third Amendment will be presented to this Court at the Applicant's motion.

SWORN before me at the City of
Toronto in the Province of Ontario on
March 25, 2010.


A Commissioner for taking affidavits


Derek Bulas

TAB A

This is Exhibit ^A referred to in the
affidavit of Devek Bulas
sworn before me, this 25
March 2010

COMMISSIONER FOR TAKING AFFIDAVITS

THIRD AMENDMENT TO PURCHASE AGREEMENT

THIS THIRD AMENDMENT made effective as of March 24, 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**")

AND:

CPV CANADA ENERGY LP, a limited partnership formed under the laws of Ontario (the "**Assignee**")

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 and as further amended by a second amendment to purchase agreement made effective as of February 11, 2010 (collectively, the "**Purchase Agreement**").
- B. The Seller, the Buyer and the Assignee entered into an assignment and assumption agreement made as of February 12, 2010 (the "**Assignment Agreement**") whereby, among other things, the Buyer assigned, transferred, set over and conveyed to the Assignee, and the Assignee accepted same, all of the Buyer's rights and obligations under the Purchase Agreement (the "**Assignment**").
- C. Notwithstanding the Assignment and the Assignment Agreement, the Buyer is not relieved of its obligations pursuant to the Purchase Agreement.
- D. The Seller, the Buyer and the Assignee 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 hereto agree as follows:

- 1. Interpretation. Terms used but not defined in this Third 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 3.2. Section 3.2 is hereby amended as follows:

- (a) by the deletion of the opening clause of Section 3.2(c) in its entirety and its replacement with the following:
- “(c) In addition to the Purchase Price and the Second Closing Purchase Price payable by the Buyer to the Seller on the Closing Date and the Second Closing Date, respectively, and the amounts payable by the Buyer to the Seller pursuant to Section 3.2(j), subject to Section 3.2(d), the Buyer shall pay to the Seller, subject to the terms and conditions set forth herein the following payments (collectively, the “**Earn-Out**”):”;
- (b) by the deletion of “\$ _____” at the end of Section 3.2(h)(i)(B) and the replacement thereof with “\$ _____”;
- (c) by the deletion of “\$ _____” at the end of Section 3.2(h)(iii)(C) and the replacement thereof with “\$ _____”;
- (d) by the addition of a new Section 3.2(j) as follows:
- “(j) In addition to the Purchase Price and the Second Closing Purchase Price payable by the Buyer to the Seller on the Closing Date and the Second Closing Date, respectively, and the Earn-Out payable by the Buyer to the Seller, the Buyer and the Assignee: (A) shall pay to the Seller, at the Second Closing by certified cheque, \$ _____, representing the amount actually paid by Seller after the Closing Date on behalf of and as requested by the Buyer and the Assignee for certain Assumed Liabilities relating to cellular and wireless services (collectively, the “**Cellular Services**”) pending the formal transition by the Buyer and the Assignee of the underlying accounts to the Assignee; and (B) agree and covenant to promptly (and in any event within ten (10) Business Days after receipt from Seller of all applicable invoices and confirmation of payment having been made to the Cellular Services provider) pay and reimburse the Seller, on a dollar-for-dollar basis, by wire transfer of immediately available funds to an account, or in such other manner as may be, specified by Seller, for all amounts that are paid by Seller after the Second Closing Date on behalf of the Buyer and the Assignee for certain Assumed Liabilities relating to the Cellular Services pending the formal transition by the Buyer and the Assignee of the underlying accounts to the Assignee. All amounts payable pursuant to this Section 3.2(j) shall be paid without set-off, deduction or holdback on account of any matter or thing.”

3. 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 Third 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 Third Amendment, the provisions of this Third Amendment will prevail.
4. Entire Amendment. This Third Amendment, together with the Purchase Agreement, as amended, constitutes the entire agreement between the parties in respect of the subject matter hereof.
5. 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.
6. Benefit of the Amendment. This Third Amendment will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
7. Governing Law. This Third 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.
8. Counterparts. This Third 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.
9. Electronic Execution. Delivery of an executed signature page to this Third Amendment by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Third Amendment by such party.

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

IN WITNESS WHEREOF the parties have executed this Third Amendment.

SELLER

INTERWIND CORP.

By: 

Authorized Signatory

I have authority to bind the Corporation

BUYER

CPV CANADA DEVELOPMENT ULC

By: _____

Authorized Signatory

I have authority to bind the Corporation

ASSIGNEE

**CPV CANADA ENERGY LP
by its General partner,
CPV CANADA RENEWABLE ENERGY
COMPANY GP LTD./SOCIETE
COMMANDITE D'ENERGIE
RENOUVELABLE CPV CANADA LTEE**

By: _____

Authorized Signatory

I have authority to bind the Corporation and the
Corporation has the authority to bind the Limited
Partnership

V5827112

IN WITNESS WHEREOF the parties have executed this Third Amendment.

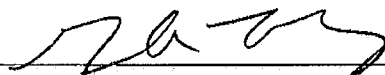
SELLER

INTERWIND CORP.

By: _____
Authorized Signatory
I have authority to bind the Corporation

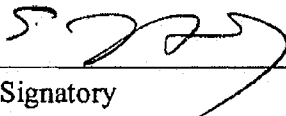
BUYER

CPV CANADA DEVELOPMENT ULC

By:  _____
Authorized Signatory
I have authority to bind the Corporation

ASSIGNEE

**CPV CANADA ENERGY LP
by its General partner,
CPV CANADA RENEWABLE ENERGY
COMPANY GP LTD./SOCIETE
COMMANDITE D'ENERGIE
RENOUVELABLE CPV CANADA LTEE**

By:  _____
Authorized Signatory
I have authority to bind the Corporation and the
Corporation has the authority to bind the Limited
Partnership

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: 09-83.

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

Proceeding commenced at Toronto

**AFFIDAVIT OF DEREK BULAS
(Sworn March 25, 2010)**

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Barristers & Solicitors

Bay Adelaide Centre

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Toronto, Ontario M5H 2S7

Robert J. Chadwick (LSUC# 35165K)

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Jason Wadden (LSUC# 46757M)

Tel: 416.979.2211

Fax: 416.979.1234

Lawyers for Interwind Corp.

TAB 3

3. **THIS COURT ORDERS** that the Third Amendment to the Purchase Agreement attached as Exhibit "A" to the Bulas Affidavit (the "**Third Amendment**") and the Transaction, as amended by the Third Amendment, be and are hereby approved. The execution of the Third Amendment by the Debtor is hereby authorized and approved, and the Debtor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Transaction, as amended by Third Amendment, and for the conveyance of the Purchased Assets to the Purchaser as contemplated therein.

 4. **THIS COURT ORDERS** that the following provisions of the Third Amendment be and they are hereby sealed pending further Order of the Court: (i) the amounts shown in 2(b); (ii) the amounts shown in 2(c); and (iii) the amounts shown in 2(d).

 5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, including, without limitation, the United States Bankruptcy Court for the District of Delaware, to give effect to this Order and assist the Debtor, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Debtor and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Debtor and the Monitor and their respective agents in carrying out the terms of this Order.

 6. **THIS COURT ORDERS** that each of the Debtor and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, including, without limitation, the United States Bankruptcy Court for the District of Delaware, for the recognition of this Order and for assistance in carrying out the terms of this Order.
-

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.

**ONTARIO
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ORDER

Goodmans LLP
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Toronto, Ontario M5H 2S7

Robert Chadwick (LSUC# 35165K)
Fred Myers (LSUC#26310A)
Jason Wadden (LSUC# 46757M)

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Counsel to Interwind Corp.

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Court File No.: 09-8321-00CL

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Fax: 416-979-1234

Lawyers for Interwind Corp.