

**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 30, 2010)**

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TAB 1

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

Applicant

**NOTICE OF MOTION
(Returnable March 30, 2010)**

Interwind Corp. (formerly known as SkyPower Corp.) (the "**Applicant**") will make a motion to a judge presiding over the Commercial List on Tuesday, March 30, 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) extending the stay of proceedings to and including May 31, 2010;
 - (b) approving the terms of a termination and release agreement dated March 25, 2010, between the Applicant and the Ontario Power Authority (the "**OPA**");

Termination Agreement") and the settlement transactions contemplated therein;
and

(c) releasing the directors and officers of the Applicant.

THE GROUNDS FOR THE MOTION are as follows:

2. Pursuant to an Order of this Court dated August 12, 2009 (the "**Initial Order**"), the Applicant was granted protection pursuant to the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") and an initial stay of proceedings to and including September 11, 2009. The stay of proceedings has been extended from time to time to March 31, 2010;
3. Pursuant to an Order of this Court dated February 19, 2010, this Honourable Court approved a claims process for D&O claims, and certain post-filing and construction lien claims (the "**Claims Process**");
4. The Claims Process is ongoing;
5. The Applicant continues to act diligently and in good faith in respect of all matters relating to its proceedings;
6. The Applicant will be in a position to fund its obligations to May 31, 2010 without financing;
7. The stay extension sought by the Applicant will allow it to complete the administration of the Claims Process and preserve the value of a potential tax loss transaction relating to potential non-capital tax losses of the Applicant in excess of \$100 million;

8. The OPA Termination Agreement resolves all material issues and claims that exist between the Applicant and the Ontario Power Authority in respect of a Renewable Energy Supply III Contract between the parties and the Completion and Performance Security that was posted thereunder;
9. The completion of the OPA Termination Agreement is in the best interest of the Applicant's stakeholders;
10. The directors and officers of the Applicant have acted diligently and in good faith in respect of all matters relating to these proceedings in order to maximize recovery to the Applicant's stakeholders;
11. It is just and reasonable for this Honourable Court to protect the unique position of the directors and officers of the Applicant as part of the orderly transition of these proceedings under the CCAA or to receivership;
12. Circumstances exist that make the Order sought by the Applicant appropriate;
13. The provisions of the CCAA;
14. Rules 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure* (Ontario); and
15. 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 Applicant's Motion Record in connection with the within motion, filed;

2. The Eleventh Report of the Monitor, filed;
3. The Twelfth Report of the Monitor, to be filed; and
4. Such further and other evidence as counsel may submit and this Honourable Court may admit.

Date: March 25, 2010

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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 March 30, 2010)**

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TAB 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 DAVID BACON
(Sworn March 25, 2010)**

I, **DAVID BACON**, of the City of Toronto, in the Province of Ontario, **MAKE**

OATH AND SAY:

1. I am the Chief Financial Officer of Interwind Corp., formerly known as SkyPower Corp. ("**Interwind**" or the "**Company**"). 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 support of the motion by the Company for an order, *inter alia*:
 - (a) extending the stay of proceedings to and including May 31, 2010;
 - (b) approving the terms of a termination and release agreement dated March 25, 2010, between the Company and the Ontario Power Authority (the

“OPA Termination Agreement”) and the settlement transactions contemplated therein; and

(c) releasing the directors and officers of Interwind.

A. OVERVIEW OF PROCEEDINGS

(i) *CCAA/Chapter 15 Proceedings*

3. The Company was a leading independent, renewable energy developer in Canada with extensive expertise in developing large-scale wind, solar and other renewable energy power projects.
4. By Order dated August 12, 2009 (the “**Initial Order**”), this Honourable Court granted the Company protection pursuant to the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”). The stay of proceedings in effect in respect of Interwind has been extended from time to time by Orders of this Court, and currently extends to and including March 31, 2010.
5. On August 21, 2009, the Bankruptcy Court for the District of Delaware (the “**U.S. Bankruptcy Court**”) granted the Company an Order for provisional relief under Chapter 15 of the U.S. Bankruptcy Code. A final Order under Chapter 15 was granted on September 15, 2009.

(ii) *Sale Transactions*

6. By Order dated August 25, 2009, this Honourable Court approved a process for the sale of all of the Company’s assets, and in particular, the Company’s

development business (the “**Development Business**”) and its turbine inventory (the “**Turbines**”).

7. Further details regarding the sale process, the process for selecting the successful bidders, including the criteria considered in doing so, were included in the Third Report of KPMG Inc. (“**KPMG**”), as monitor (the “**Monitor**”) dated October 25, 2009, previously filed with this Honourable Court.
8. By Order dated October 27, 2009, this Honourable Court approved a transaction in respect of the Company’s Solar Operating Assets and Solar Development Pipeline with an affiliate of CIM Group, the Company’s DIP lender (the “**Solar Transaction**”). The Solar Transaction closed on Friday, November 20, 2009.
9. By Order dated November 18, 2009, this Honourable Court approved the sale to 3240384 Nova Scotia Limited, a subsidiary of Emera Incorporated, of the Company’s interest in the capital stock of Scotian Windfield Partners Corp. and certain of its wind project assets. This transaction closed on December 23, 2009.
10. By Order dated November 20, 2009, this Honourable Court approved the sale to Elemental Energy Inc. (“**Elemental**”) of all of the issued and outstanding shares in the capital of Fermeuse Wind Power Corp. (“**Fermeuse**”) and all of the Company’s rights, title and interests under the administrative services agreement between the Company and Fermeuse dated June 30, 2009 (the “**Fermeuse Transaction**”). The Fermeuse Transaction closed on December 22, 2009.

11. By Order dated December 21, 2009, this Honourable Court approved the sale to a newly incorporated, wholly-owned subsidiary of Interwind (“**Acquisition Co.**”), of: (i) certain non-turbine equipment; (ii) a lease agreement relating to the land on which Interwind’s Main Power Transformer 230 kV-34.5 kV is situated, and (iii) certain warehouse arrangements relating to the non-turbine equipment. Pursuant to the same Order this Honourable Court approved the subsequent sale to Enxco Service Corporation (“**Enxco**”) of the shares of Acquisition Co. The Company and Enxco are currently working to close this transaction with only two outstanding conditions precedent remaining to be satisfied.

12. By Order dated January 8, 2010 (the “**Turbine Approval and Vesting Order**”), this Honourable Court approved the sale of the Turbines to Invenergy Turbine L.P. (the “**Turbine Transaction**”). An Order recognizing the Turbine Approval and Vesting Order was granted by the U.S. Bankruptcy Court on January 19, 2010. The Turbine Transaction closed on January 29, 2010.

13. By Order dated January 19, 2010, this Honourable Court approved a transaction in respect of Interwind’s wind development business to CPV Canada Development (the “**CPV Transaction**”), which involves a bifurcated closing. The initial closing in respect of the bulk of the assets relating to the CPV Transaction closed on February 12, 2010 and the second aspect of this transaction closed on March 25, 2010.

(iii) *Remaining Assets*

14. As outlined above, these proceedings have facilitated a number of sale transactions for the Company's realizable assets, which has maximized recovery for the Company's stakeholders.
15. The remaining residual assets of the Company primarily include the following:
 - (a) 14,284,714 warrants for the purchase of common shares of AAER Inc., a Canadian-based wind turbine manufacturer that is traded on the TSX;
 - (b) Recoveries related to the earn-out component of the CPV Transaction;
 - (c) An estimated US\$17 million in claims against a former Lehman Brothers foreign exchange/derivatives subsidiary that relate to certain foreign exchange contracts;
 - (d) A claim against Lehman Brothers Holdings, Inc. relating to an Amended and Restated Equity Contribution Agreement that requires it to make certain cash equity contributions to Interwind under certain conditions;
 - (e) A 33% interest in a 72.4 MW hydro project located in Gatu River, Veraguas, Panama; and
 - (f) Shares in a number of subsidiaries that are inactive.
16. In addition, the Company has been exploring structuring opportunities with its senior lenders and their advisors in respect of a potential tax loss transaction that involves potential non-capital tax losses of the Company in excess of \$100

million. The merits of a potential tax loss transaction continue to be reviewed by the senior lenders and their advisors and may be administered through a plan of compromise or arrangement under the CCAA.

(v) ***Office Location***

17. As reported in my Affidavit sworn February 10, 2010, the Company has secured working space in an office building located at 1 Dundas Street West and has entered into a short-term leasing arrangement to see it through to the requested stay extension period, if necessary.

B. CLAIMS PROCESS

18. By Order dated February 19, 2010 (the "**Claims Process Order**"), this Honourable Court approved a claims process for D&O claims, and certain post-filing and construction lien claims (the "**Claims Process**"). The claims bar date for the construction lien claims was March 5, 2010 and the claims bar date for D&O claims and post-filing claims, respectively, was March 19, 2010.
19. The Claims Process contemplates, *inter alia*, the following:
 - (a) A review by the Monitor, with the Company's assistance, of each proof of claim received by the applicable claims bar date for the purpose of accepting, revising or disallowing the amount claimed in each proof of claim by March 26, 2010;

- (b) An opportunity for claimants to dispute any revision or disallowance of their claim within 10 business days of receipt of any notice of revision or disallowance; and
 - (c) Service of a motion by April 16, 2010, for a determination of all unresolved, disputed claims.
20. The Company has reviewed all of the claims filed under the Claims Process with the Monitor. I understand that an update regarding the status of the Claims Process and the number of accepted, revised, disallowed and/or disputed claims will be included in the Twelfth Report of the Monitor, to be filed in connection with the within motion.

C. OPA SETTLEMENT

21. On January 14, 2009, the Company entered into a Renewable Energy Supply III Contract (the "**RES III Contract**") with the Ontario Power Authority (the "**OPA**"). Under the terms of the RES III Contract, the Company posted certain Completion and Performance Security with the OPA to secure its obligation to build a wind park near Byran, Ontario within a specified timeframe. The Company will be unable to build the wind park within the specified time frame and has claimed force majeure as the reason for the delay. The force majeure claim relates to certain requirements imposed by a nearby military installation and is considered by the OPA to be invalid on the basis, *inter alia*, that such requirements were foreseeable. The OPA also asserted that the RES III Contract was in default and, therefore, subject to termination without return of the

Completion and Performance Security due to the commencement of these proceedings and the Company's failure to meet certain timelines in the RES III Contract.

22. The Company attempted to sell the RES III Contract, but was unable to effect an assignment as the OPA was unwilling to acknowledge the validity of the Company's force majeure claim. Discussions regarding the return of the "Completion and Performance Security" posted with the OPA have continued over the past few weeks and ultimately resulted in the Company and the OPA entering into the OPA Termination Agreement, a copy of which is attached hereto as Exhibit "A".
23. The OPA Termination Agreement resolves all material issues and claims that exist between the Company and the OPA in respect of the RES III Contract and the Completion and Performance Security that was posted thereunder.
24. The OPA Termination Agreement is subject to approval by this Honourable Court. In addition, the Company and the OPA have agreed to keep confidential the payments that are provided in Schedule "A" of the OPA Termination Agreement so as to avoid prejudices to their respective positions in the event that the settlement does not close. A copy of the OPA Termination Agreement will be delivered to this Honourable Court under seal.
25. The Company believes that the completion of the OPA Termination Agreement is in the best interest of the Company's stakeholders. The Company has also

discussed the OPA Termination Agreement with its senior lenders and the Monitor, who have indicated that they support same.

D. STAY EXTENSION

26. The Company continues to act diligently and in good faith in respect of all matters relating to its proceedings under the CCAA and is seeking a stay extension to and including May 31, 2010.
27. A 10-week cashflow for the period ending May 31, 2010, will be included in the Twelfth Report of the Monitor, to be filed in connection with the within motion. Based on this 10-week cashflow, the Company will be in a position to fund its obligations to May 31, 2010 without any financing.
28. The stay extension sought by the Company will allow it to complete the administration of the Claims Process. In addition, the continuation of these proceeding will preserve the value of a potential tax loss transaction in respect of the Company's potential non-capital tax losses in excess of \$100 million.

E. NEXT STEPS AND RECEIVERSHIP PROCEEDINGS

29. As described above, substantially all of the Company's realizable operating assets have been sold pursuant to sale transactions approved in these proceedings and any remaining business operations of the Company have ceased. In addition, all of the directors of the Company intend to resign on or before March 31, 2010.

30. In light of the anticipated resignation of all of the directors of the Company and the Company's remaining assets that are available for realization, I have been advised by the senior lenders that they intend to bring an application for an order appointing PricewaterhouseCoopers Inc. ("PwC") as the Receiver of the Company under Section 243(1) of the *Bankruptcy and Insolvency Act* (Canada), which will include the power to exercise any authority, power, privilege or right the Company has under any Order in these proceedings and to act on behalf of the Company in these proceedings.

31. In order to harmonize the anticipated receivership proceedings with these proceedings, I also understand that the senior lenders will bring a motion for an Order to substitute KPMG with PwC as the Monitor in these proceedings.

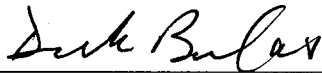
F. RELEASE OF DIRECTORS AND OFFICERS

32. The Company is requesting that this Honourable Court grant an Order releasing the Company's directors and officers, which release is subject to, *inter alia*, any matters that cannot be released under Section 5.1(2) of the CCAA and is without prejudice to any D&O claims that have been filed in the Claims Process.

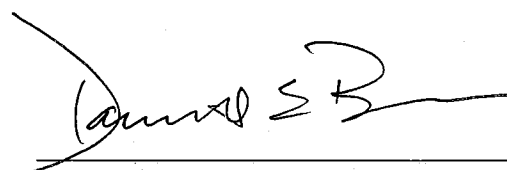
33. The directors and officers of the Company have acted diligently and in good faith in respect of all matters relating to these proceedings. The directors and officers have also co-operated with the Company's lenders, the Monitor and all other interested parties in order to maximize recovery to the Company's stakeholders during these proceedings.

34. Although the claims covered by the Claims Process Order are barred and the directors and officers are not aware of there being grounds for any other claims, once the directors and officers of the Company resign, they will have to convince the Receiver or the Monitor to provide them with access to funds for the purpose of defending such claims and they may well find themselves having to spend their personal money to seek indemnity or to respond to barred and baseless claims. Given the insolvency of the Company and the winding-down of these proceedings, there is also uncertainty as to the duration of time that funds will remain available under the D&O charge to indemnify the directors and officers for the costs of defending themselves, if necessary. The directors and officers submit that it is just and reasonable for this Honourable Court to protect their unique position as part of the orderly transition of these proceedings under the CCAA or to receivership.

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



A Commissioner for taking affidavits



David Bacon
Chief Financial Officer

TAB A

TERMINATION AND RELEASE AGREEMENT

THIS AGREEMENT (the "**Termination Agreement**") made as of the 25th day of March, 2010.

B E T W E E N:

INTERWIND CORP.

(**"Interwind"**)

- and -

ONTARIO POWER AUTHORITY

(the **"OPA"**)

Interwind and OPA are referred to collectively as the **"Parties"** and individually as a **"Party"**

This is Exhibit "A" referred to in the affidavit of David Bacon sworn before me, this 25th day of March 2010.
Deborah Bouslog
A COMMISSIONER FOR TAKING AFFIDAVITS

WHEREAS the OPA and Interwind (formerly SkyPower Corp.) are parties to a Renewable Energy Supply III Contract dated January 14, 2009 (the **"RES III Contract"**);

AND WHEREAS the OPA and Interwind are parties to a Renewable Energy Standard Offer Program Omnibus Amending Agreement dated October 30, 2009 (the **"RESOP Omnibus Amending Agreement"**) wherein Interwind represented and warranted in Section 4(h) that it had not suffered a Force Majeure under the RES III Contract;

AND WHEREAS the OPA holds Completion and Performance Security posted by Interwind pursuant to Article 6 of the RES III Contract (the **"Completion and Performance Security"**);

AND WHEREAS Interwind filed for protection from creditors under the *Companies' Creditors Arrangements Act* (Canada) (**"CCAA"**) on August 12, 2009 before the Ontario Superior Court Of Justice (Commercial List) (the **"CCAA Court"**);

AND WHEREAS the CCAA filing by Interwind constitutes a Supplier Event of Default under the RES III Contract;

AND WHEREAS the Parties wish to terminate the RES III Contract subject to the terms and on the conditions contained in this Termination Agreement;

NOW THEREFORE in consideration of the premises, the mutual covenants and the terms and conditions herein contained and for other good, valuable and binding consideration, the receipt and sufficiency of which is hereby acknowledged by each Party and the Parties hereby agree as follows:

1. Definitions

Capitalized terms used herein and not otherwise defined herein have the meanings ascribed thereto in the RES III Contract.

2. Termination of the RES III Contract

Subject to the provisions of this Termination Agreement, the RES III Contract is hereby terminated as and from the date hereof.

3. Payments

The Parties agree to the payments provided for in Schedule "A". Interwind agrees that, following such payments, and subject to this Termination Agreement, all obligations of the OPA to Interwind, and all rights of Interwind, with respect to the Completion and Performance Security shall have been satisfied and discharged.

4. Order of CCAA Court

- (a) A condition precedent (the "**Condition**") to the enforceability of the provisions of this Termination Agreement shall be that this Termination Agreement shall have been approved by an order of the CCAA Court, in form and substance acceptable to each of the Parties, acting reasonably, on or before April 15, 2010 so as to become binding on Interwind and all of its creditors that have brought claims before the CCAA Court. None of the provisions of this Termination Agreement shall be of any force or effect, nor shall the rights or obligations contained herein be enforceable or binding, prior to the Condition having been met.
- (b) If this Termination Agreement shall not have been approved by an order of the CCAA Court on or before April 15, 2010, then this Termination Agreement shall be void *ab initio* and of no further effect.

5. Mutual Representations

Each of Interwind and the OPA represents and warrants to the other as follows, and acknowledges that the other is relying on such representations in entering into this Termination Agreement:

- (a) It has the requisite power, authority and capacity to enter into this Termination Agreement and to perform its obligations hereunder;
- (b) This Termination Agreement has been duly authorized, executed, and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms; and
- (c) The execution and delivery of this Termination Agreement by it and the consummation of the transactions contemplated hereby will not result in the breach or violation of any of the provisions of, or constitute a default under, or

conflict with or cause the termination, cancellation or acceleration of, its material obligations or any judgment, decree, order or award to which it is subject or any license permit, approval, consent or authorization held by it.

6. Release by Interwind

- (a) Interwind hereby releases OPA and its directors, officers, employees, auditors, consultants (including economic and legal advisors), contractors and agents, and those of its Affiliates (including without limitation the Government of Ontario and the Independent Electricity System Operator) (collectively, the **"OPA Releasees"**) from and against any and all actions, causes of action, suits, proceedings, debts, duties, accounts, bonds, covenants, contracts, claims, demands, damages, sum and sums of money, promises, grievances, executions and liabilities whatsoever, both in law and in equity, whether implied or expressed (collectively, the **"Claims"**) which Interwind ever had, may have had or now has, or which Interwind or its successors and assigns or any of them hereafter can, shall or may have, for or by reason of any cause, matter or thing whatsoever existing up to the present time, whether arising out of, or in connection with the RES III Contract, the RESOP Omnibus Amending Agreement, or any other contract, matter or thing arising out of its dealings with or relating to the OPA (the **"Interwind Release"**), provided that the Interwind Release shall not affect or impair the validity of the consents and waivers granted by the OPA in the RESOP Omnibus Amending Agreement.
- (b) Interwind agrees not to make any claim or to initiate any proceedings against the OPA Releasees with respect to any matters that are the subject of the Interwind Release. Interwind also agrees not to take any action, to make any claim or to initiate any proceedings against any person or party who has the right to claim contribution, indemnity or any other relief over, either at common law or in equity, against the OPA Releasees in respect of the matters that are the subject of this Termination Agreement.
- (c) Interwind expressly waives the right to file any subsequent claim in relation to any matters that are the subject of the Interwind Release under any applicable law, including, without limitation the laws of the Province of Ontario and the laws of Canada. Further, Interwind hereby waives the right to avail itself of any errors as to law or fact and any omissions relating to the existence of or the extent of its rights.

7. Release by OPA

- (a) OPA hereby releases Interwind, its Affiliates, and each of the foregoing Persons' respective directors, officers, employees, shareholders, advisors and agents (including contractors and their employees) (collectively, the **"Interwind Releasees"**) from and against any and all claims which OPA ever had, may have had or now has, or which OPA or its successors and assigns or any of them hereafter can, shall or may have, for or by reason of any cause, matter or thing

whatsoever existing up to the present time, whether arising out of, or in connection with the RES III Contract, the RESOP Omnibus Amending Agreement, or any other contract, matter or thing arising out of its dealings with or relating to Interwind (the "OPA Release").

- (b) OPA agrees not to make any claim or to initiate any proceedings against the Interwind Releasees with respect to any matters that are the subject of the OPA Release. OPA hereby also agrees not to take any action or make any claim or initiate any proceedings against any person or party who has the right to claim contribution, indemnity or any other relief over either, at common law or in equity, against the Interwind Releasees in respect to any of the matters that are subject of this Termination and Release Agreement.
- (c) OPA expressly waives the right to file any subsequent claim in relation to any matters that are the subject of the OPA Release under any applicable law, including, without limitation the laws of the Province of Ontario and the laws of Canada. Further, OPA hereby waives the right to avail itself of any errors as to law or fact and any omissions relating to the existence of or the extent of its rights.

8. Confidentiality

Interwind shall apply to the CCAA Court for an order to seal Schedule "A" to this Termination Agreement such that it remains confidential. Provided that the CCAA Court so orders Schedule "A" sealed, Schedule "A" shall be included within the definition of Confidential Information and Article 8 of the RES III Contract shall apply hereto and no publication or release shall be issued or made by Interwind relating to or in respect of Schedule "A" to this Termination Agreement other than in accordance with subsection 8.1(a).

9. Time of the Essence

Time is of the essence in the performance of the Parties' respective obligations under this Termination Agreement.

10. Execution and Delivery

This Termination Agreement Amending Agreement may be executed by the Parties hereto in counterparts and may be executed and delivered by facsimile or other electronic means and all such counterparts and facsimiles shall together constitute one and the same agreement.

11. Governing Law

This Termination Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Subject to the arbitration provisions contained in Section 16.2 of the RES III Contract, which shall apply to this Termination Agreement, each of the Parties hereto submits to the jurisdiction of the courts of the Province of Ontario.

12. Entire Agreement

This Termination Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with the subject matter herein except as specifically set forth or referred to in this Termination Agreement.

13. Further Assurances

Each of the Parties shall, from time to time on written request of the other Party, do all such further acts and execute and deliver or cause to be done, executed or delivered all such further acts, deeds, documents, assurances and things as may be reasonably required in order to fully perform and to more effectively implement and carry out the terms of this Termination Agreement. The Parties agree to promptly execute and deliver any documentation required by any Governmental Authority in connection with any termination of this Termination Agreement.

14. Enurement

This Termination Agreement and all of the provisions of this Termination Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective heirs, executors, administrators, personal and legal representatives, successors and permitted assigns.

[The signature page follows immediately]

IN WITNESS WHEREOF the Parties have executed this Termination Agreement on the day and month first written above.

INTERWIND CORP.

By: _____

Name:

DAVID BARON

Title:

President & CEO

I have authority to bind the corporation

ONTARIO POWER AUTHORITY

By: _____

Name:

Title:

I have authority to bind the corporation

IN WITNESS WHEREOF the Parties have executed this Termination Agreement on the day and month first written above.

INTERWIND CORP.

By: _____

Name:

Title:

I have authority to bind the corporation

ONTARIO POWER AUTHORITY

By: Barbara Ellard for

Name: JoAnne Butler

Title: VP, Electricity Resources

I have authority to bind the corporation

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

**AFFIDAVIT OF DAVID BACON
(Sworn 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)
Derek Bulas (LSUC# 47760W)

Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for Interwind Corp.

TAB 3

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

THE HONOURABLE ●) TUESDAY, THE 30th
JUSTICE ●) DAY OF MARCH, 2010

**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.**

ORDER

THIS MOTION, made by Interwind Corp. (formerly known as SkyPower Corp.) (the "**Applicant**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of David Bacon sworn March 25, 2010 (the "**Bacon Affidavit**"), and the Twelfth Report of KPMG Inc. as monitor (the "**Monitor**") dated March ●, 2010 (the "**Twelfth Report**"), and on hearing the submissions of counsel for the Applicant, the Monitor, HSH Nordbank AG, New York Branch, as administrative agent and collateral agent on behalf of itself, Bayerische Landesbank, New York Branch and Union Bank of California, Canada Branch (n/k/a Union Bank, Canada Branch) (the "**HSH Bank Syndicate**"), Lehman Brothers Holdings Inc. ("**Lehman**"), the Ontario Power Authority (the "**OPA**") and ●, no one else appearing for any other person on the service list, although duly served as appears from the affidavit of service of ● sworn March ●, 2010, filed,

DRAFT: 1 - March 25, 2010 at 6:41 PM

SERVICE

1. **THIS COURT ORDERS** that the time for service and filing of the Notice of Motion and Motion Record in respect hereof be and it is hereby abridged so that the Motion is returnable today and that further service on any interested party is hereby dispensed with.

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period, as defined in paragraph 13 of the Initial Order of this Court dated August 12, 2009 (the "**Initial CCAA Order**"), as extended from time to time by this Court, be and is hereby further extended in respect of the Applicant to and including May 31, 2010.

MONITOR'S REPORT

3. **THIS COURT ORDERS** that the Twelfth Report of the Monitor, and the actions and activities of the Monitor as reported therein, be and are hereby approved.

OPA SETTLEMENT

4. **THIS COURT ORDERS** that the terms of the termination and release agreement dated March 25, 2010, between the Applicant and the OPA (the "**OPA Termination Agreement**") and the transactions contemplated therein (the "**OPA Settlement Transactions**") be and they are hereby approved.

5. **THIS COURT ORDERS** that the Applicant be and is hereby authorized and directed to enter into the OPA Termination Agreement and is further authorized and directed to implement and complete the OPA Settlement Transactions in accordance with the terms and conditions of the OPA Termination Agreement with such alterations, amendments, deletions and additions as the parties thereto may agree to and to perform the obligations contained in the OPA Termination Agreement.

6. **THIS COURT ORDERS** that Schedule "A" of the OPA Termination Agreement be and is hereby sealed pending further Order of this Court.

DIRECTOR RELEASE

7. **THIS COURT ORDERS** that any person who served as an officer or director of the Applicant prior to and from and after August 12, 2009 is hereby released, remised and forever discharged of and from all claims, liabilities, obligations, demands or causes of action of whatever nature, including, without limitation, any and all claims in respect of potential statutory liabilities, whether known or unknown, matured or unmatured, foreseen or unforeseen, existing or hereafter arising by reason of, out of or in connection with, such service with respect to any act or omission, transaction or dealing or other occurrence existing or taking place prior to the date of this Order, and including any claim or demand for contribution or indemnity in respect of any act or omission, transaction or dealing or other occurrence which occurred in whole or in part prior to the date of this Order, provided that this paragraph shall not apply to any matter that cannot be the subject of a release under Section 5.1(2) of the CCAA or extend to any person that actively and knowingly participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct and provided that this paragraph shall be without prejudice to the rights of any person whose claim against such directors and officers has been allowed, partially allowed or is being disputed in accordance with the Claims Process Order of this Court dated February 19, 2010 (the "**Claims Process Order**").

8. **THIS COURT ORDERS** that, until further order of this Court, any and all persons shall be and are hereby stayed from commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including, without limitation, administrative hearings or orders, declarations or assessments, against any or all past, present or future directors or officers of the Applicant in respect of any matters referred to in paragraph 7 above, save and except claims brought in accordance with the procedures contained in the Claims Process Order.

GENERAL

9. **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 Applicant, 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 Applicant 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 Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

10. **THIS COURT ORDERS** that each of the Applicant 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
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

ORDER

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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 March 30, 2010)**

Goodmans LLP

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Toronto, Ontario M5H 2S7

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