



Court File No. 09-8321-00CL

**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.**

**SIXTH REPORT OF THE MONITOR
Dated December 18, 2009**

**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.**

TABLE OF CONTENTS

INTRODUCTION	1
PURPOSE OF REPORT	3
TERMS OF REFERENCE	4
SALES PROCESS	4
PROPOSED NON-TURBINE EQUIPMENT TRANSACTION	7
MONITOR'S RECOMMENDATIONS	9

APPENDICES

- Appendix A – Court Order issued and entered on November 30, 2009 in Picton, Ontario
- Appendix B – Court Order and Endorsement dated November 30, 2009

INTRODUCTION

1. By Order of this Honourable Court granted August 12, 2009 (the “Initial Order”), Interwind Corp. (formerly known as SkyPower Corp.) (“Interwind” or the “Company”) obtained relief under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c.C-36, as amended (the “CCAA”) which, among other things, provided for the appointment of KPMG Inc. as Monitor of Interwind (the “Monitor”).
2. The Initial Order provides for an initial stay of proceedings against Interwind until and including September 11, 2009, or such later date as ordered by this Honourable Court (the “Stay”). The Initial Order also provides that the Stay shall extend to proceedings in respect of Fermeuse Wind Power Corp. (“Fermeuse”), SunE Sky First Light LP (“SunE Sky”) and SkyPower Lite Corp. all of which are subsidiaries and/or related companies to Interwind.
3. Pursuant to the terms of the Initial Order, the Company was to apply to Court on or before August 20, 2009 for approval of an expedited sales process. On August 20, 2009, The Honourable Madam Justice Pepall made an endorsement amending the Initial Order and extending the date for approval of an expedited sales process to August 25, 2009.
4. On August 25, 2009, Interwind sought and obtained approval of the following:
 - (a) a key employee retention plan (“KERP”) designed to provide incentive to senior management and selected other key employees of Interwind to continue to serve Interwind during its restructuring under the CCAA;
 - (b) security for the KERP by way of a fourth charge on all Property, after the Administration Charge, the Director’s Charge and the DIP Lender’s Charge;
 - (c) a sealing order in connection with the KERP arrangements; and
 - (d) an amendment of paragraph 13 of the Initial Order to provide for a stay against Fermeuse, SunE Sky and SkyPower Lite Corp. These entities were included in paragraphs 14, 15, 16 and 17 of the Initial Order that provided that parties could not exercise rights or remedies against them but were inadvertently excluded from the paragraph providing for a stay of proceedings.
5. In light of the concerns raised by the Project Lenders, the stay of proceedings with respect to the Project Lenders was limited only so as to stay them from exercising their remedies that arise as a direct result of Interwind’s insolvency, Interwind’s proceedings under the CCAA, and the creation of the DIP Lender’s Charge. In addition, the DIP Lender’s Charge was made subordinate to the share pledges in favour of the Project Lenders with the consent of the DIP Lender.
6. On August 25, 2009, this Honourable Court also made an endorsement recognizing the reservation of the rights of the Project Lenders and SunEdison LLC (“SunEd”) to oppose any transfer of the equity interests held by Interwind in Fermeuse, SunESky and SunE Sky GP First Light Ltd.

7. On August 25, 2009, Interwind sought and obtained approval to commence a marketing and sales process ("Sales Process") and an Order ("Sales Process Order") which provided for, inter alia, approval of the following:
 - (a) a Sales Process Protocol for the purpose of offering the opportunity for potential interested parties to purchase the Company's Development Business and its XLE Turbines;
 - (b) the engagement of Marathon Capital, LLC ("Marathon") to assist in the Sales Process; and
 - (c) a charge in favour of Marathon to secure Marathon's transaction fees with such charge ranking fifth, after the Administration Charge, the Directors' Charge, the DIP Lender's Charge and the KERP Charge.
8. On September 3, 2009, Interwind sought and obtained approval of the following:
 - (a) an extension of the stay of proceedings against Interwind, Fermeuse, SunE Sky and SkyPower Lite Corp. until and including October 31, 2009; and
 - (b) authorization to draw up to a maximum of CAD \$11.4 million under its DIP Financing.
9. On September 25, 2009, Interwind moved to prevent the registration of liens by Golder Associates Ltd. ("Golder"). Interwind's motion was disposed of on consent. The Court ordered that Golder was deemed to have preserved and perfected claims for lien under any applicable construction lien statutes. This deemed preservation and perfection was without prejudice to any arguments that any party may advance regarding the validity, invalidity or enforceability of such liens, save and except for any arguments relating to their deemed preservation and perfection.
10. On October 27, 2009, Interwind sought and obtained approval of the following:
 - (a) an extension of the stay of proceedings to November 30, 2009; and
 - (b) the Solar Purchase Agreement with 1495359 Alberta ULC ("1495359") dated as of October 14, 2009 for the sale of Interwind's solar business to 1495359, a company related to the DIP Lender.
11. On November 5, 2009, Jacques Whitford Stantec Limited ("JW Stantec") sought and obtained an order to lift the stay of proceedings for the sole and limited purpose of permitting the perfection of the construction liens that were preserved by JW Stantec on September 25, 2009.
12. On November 18, 2009, Interwind sought approval of the following :
 - (a) the sale to 3240384 Nova Scotia Limited, a subsidiary of Emera Incorporated ("Emera") of Interwind's interest in the capital stock of Scotian Windfield Partners Corp. ("SWPC") and certain of its wind project assets (the "Emera Transaction"); and

- (b) the sale to Elemental Energy Inc. of all of the issued and outstanding shares in the capital of Fermeuse and all of Interwind's rights, title and interest under the administrative services agreement between Interwind and Fermeuse dated June 30, 2009 (the "Elemental Transaction").
13. Court approval of the Emera Transaction was obtained on November 18, 2009. The portion of the Company's motion seeking approval of the Elemental Transaction was adjourned to November 20, 2009.
 14. On November 20, 2009, the Company obtained approval of the Elemental Transaction.
 15. On November 27, 2009, the Company sought an order pursuant to the *Construction Lien Act*, R.S.O. 1990, c. C.30 to, among other things, vacate the registrations of Claim for Lien and Certificate of Action against certain lands and premises by JW Stantec. An order was issued and entered on November 30, 2009 by Master Short in Picton, Ontario, a copy of which is attached hereto as **Appendix A**.
 16. On November 30, 2009, Interwind sought and obtained approval of the following:
 - (a) Extension of the stay of proceedings in respect of Interwind and Fermeuse to and including January 29, 2010;
 - (b) Certain amendments to the Company's debtor-in-possession facility with CIM Group;
 - (c) Certain amendments to a sales process in respect of Interwind's wind development business;
 - (d) Amended terms in respect of the engagement of Marathon; and
 - (e) An amendment to the KERP.
 17. A copy of the court order and the endorsement of The Honourable Mr. Justice Morawetz dated November 30, 2009 are attached hereto as **Appendix B**.
 18. Other relevant information and documentation related to the Company's CCAA proceedings and its Chapter 15 Proceedings has been posted on the Monitor's website at www.kpmg.ca/interwind (the "Monitor's Website").

PURPOSE OF REPORT

19. The purpose of this Sixth Report of the Monitor is to provide this Honourable Court with the following information:
 - (a) A status update on the Sales Process including a separate, expedited sales process relating to the remaining Wind Development Assets, the Emera Transaction, the Elemental Transaction and the status of the sale process involving the XLE Turbines;
 - (b) The Company's request for an Order amending the Approval and Vesting Order made on November 18, 2009 with respect to the Emera Transaction;
 - (c) The Company's request for an Order amending the Approval and Vesting Order made on November 20, 2009 with respect to the Elemental Transaction;

- (d) The details of a proposed transaction for the sale of Interwind's Non-Turbine Equipment;
and
- (e) The Monitor's recommendations to this Honourable Court.

TERMS OF REFERENCE

- 20. The information contained in this Sixth Report has been obtained from the books and records and other financial information made available by the Company and is based upon discussions with, and representations made by, Interwind's management ("Management") and its legal counsel. The accuracy and completeness of the financial information contained herein has not been audited or otherwise verified by the Monitor or KPMG LLP nor has it necessarily been prepared in accordance with generally accepted accounting principles and the reader is cautioned that this report may not disclose all significant matters about the Company. Accordingly, the Monitor does not express an opinion or any other form of assurance on the information presented herein. The Monitor reserves the right to refine or amend its comments and/or findings as further information is obtained or is brought to its attention subsequent to the date of its Sixth Report.
- 21. Capitalized terms not defined in this Sixth Report are as defined in the Fifth Report of the Monitor and/or as defined in the Initial Order.
- 22. Unless otherwise noted, all dollar amounts referred to herein are expressed in Canadian dollars.

SALES PROCESS

Sales Process Protocol

- 23. As indicated in the Monitor's Second Report, the Sales Process and Sales Process Protocol established by this Honourable Court, effective August 25, 2009, involved a dual sale strategy to be adopted by the Company for the sale of the Development Business and the XLE Turbines. Binding offers to purchase either class of assets were to be submitted by October 5, 2009 with completion of the sales of the XLE Turbines and the Development Business by October 30, 2009 and November 16, 2009, respectively.
- 24. Pursuant to the terms of the Sales Process Order, this Honourable Court also ordered that the Company be authorized and directed to engage Marathon to assist in the Sales Process in accordance with the Sales Process Protocol. Marathon's engagement and the Sales Process commenced August 27, 2009 and was amended pursuant to Court Order dated November 30, 2009 to allow for a varied and expedited sales process which involves additional work required to market for sale the remaining Wind Development Assets (refer to paragraphs 26 to 28 below).
- 25. To date, three transactions involving the Solar Development and Operating Assets, the Digby Wind Project Assets and the Fermeuse Assets have been approved by the Court. The latter two transactions, the Emera Transaction and the Elemental Transaction, have not yet closed as at the date of the Sixth Report as the Company and the respective purchasers attempt to finalize certain particulars and/or remove certain closing conditions (refer to paragraphs 29 to 34 below).

Amended Wind Development Sales Process

26. By Order of this Honourable Court dated November 30, 2009, the Court ordered that the Sales Process Protocol approved pursuant to the Sales Process Order of August 25, 2009 be varied to provide for a separate, expedited process for the sale of the Wind Development Business (the "Amended Wind Development Sales Process").
27. In summary, the Amended Wind Development Sales Process involves the following:
- (a) Marathon has identified and will approach select prospective purchasers, many of whom expressed an interest in the Wind Development Business during the original Sales Process period (the "Select Bidders");
 - (b) the Select Bidders will have access to an electronic data room for the period November 27, 2009 to December 21, 2009 and will receive a form of asset sale agreement (the December 21, 2009 deadline is expected to be extended for a select number of parties currently involved in the Amended Wind Development Sales Process);
 - (c) the Select Bidders will be encouraged to submit their offers in the form of the asset sale agreement as soon as possible and Interwind and Marathon will engage in negotiations with the Select Bidders with the intention of executing an asset sale agreement as soon as possible;
 - (d) the final bid date was set for December 21, 2009, and a definitive agreement was to be executed by December 21, 2009, although Interwind did have the option of accepting an offer and executing a definitive agreement prior to December 21, 2009. If an early offer acceptance was to occur, all other Select Bidders will be advised of same and the Amended Wind Development Sales Process would terminate; and
 - (e) the transaction is to close on or before January 31, 2009.
28. As indicated above, Interwind and Marathon, in consultation with the Monitor and the Secured Lenders, continue to negotiate the terms of a potential transaction involving the Wind Development Business with a select number of prospective purchasers. The Monitor is aware that a number of interested parties are quite advanced in their negotiations with Marathon and Interwind and a number of parties have submitted expressions of interest and/or indicative offers for the purchase of the Wind Development Business. However, notwithstanding a final bid date and execution date of December 21, 2009, a definitive agreement has not yet been entered into by Interwind.

Emera Transaction

29. Pursuant to an Order dated November 18, 2009, this Honourable Court approved the sale of Interwind's interest in the capital stock of SWPC and its interest in 20 GE 1.5 MW SLE turbines under the terms of the GE Contract to 3240384 Nova Scotia Limited ("324"), a subsidiary of Emera (the "November 18, 2009 Order").
30. Subsequent to the November 18, 2009 Order, Interwind, 324 and Emera (in its capacity as Guarantor), have entered into an Amendment to the Digby Wind Project Purchase Agreement dated November 20, 2009 which extended the date by which the Emera Transaction ought to be completed to January 8, 2010 (the "First Amendment"). The Company, 324 and Emera

have also entered into a Second Amendment to the Digby Wind Project Purchase Agreement dated December 17, 2009 (the "Second Amendment") the approval of which is being sought from this Honourable Court. The Second Amendment will alter the Emera Transaction as follows:

- (a) 324 will not purchase the shares of SWPC and the purchase price will be reduced by an amount which is not material. Instead of purchasing the shares, 324 will enter into a separate agreement to purchase certain assets directly from SWPC. No approval is sought in connection with this subsequent purchase agreement as SWPC is not an entity under CCAA proceedings; and
- (b) The Company will sell to Emera certain additional assets, consisting primarily of business records. This will not affect the purchase price.

In the Monitor's view, none of these changes are material or affect the Monitor's prior recommendation with respect to approval of the Emera transaction.

- 31. The Monitor understands that the Secured Lenders have been advised of the First Amendment and the Second Amendment and approve of both. The Emera Transaction is expected to close shortly after approval of the First Amendment and the Second Amendment should orders approving those amendments be granted by this Honourable Court.

Elemental Transaction

- 32. By Order dated November 20, 2009, this Honourable Court approved the sale of all the issued and outstanding shares in the capital stock of Fermeuse and all of Interwind's rights, title and interest in the Administrative Services Agreement between Interwind and Fermeuse dated June 30, 2009.
- 33. Subsequent to the Approval and Vesting Order being obtained on November 20, 2009 in respect of the Elemental Transaction, Interwind has agreed to two price reductions to the original purchase price of the transaction approved by this Honourable Court. These price reductions have been reflected in an Amendment to the Elemental Purchase and Sale Agreement dated as of December 18, 2009. The purchase price reductions have been approved by the Secured Lenders.
- 34. The Monitor understands that the price reductions referred to in paragraph 33 relate to and arise from negotiations between Elemental and West LB in respect of obtaining the required consent to the transaction by West LB.
- 35. Notwithstanding the reduction in purchase price, the Elemental Transaction remains, in the view of the Monitor, the preferred transaction relative to competing bids for Fermeuse arising from the Sales Process (previously disclosed to the Court on a confidential basis and under seal; refer to the Monitor's Fourth Supplementary Report, Appendix A). It is expected that the Elemental Transaction will close shortly after Court approval, if approval is granted.

XLE Turbines

36. As of November 16, 2009 which was the initial deadline under the Sales Process for completion of a sale of the XLE Turbines, the Company had been unable to negotiate an acceptable purchase and sale agreement. Subsequent to the November 16, 2009, the Company entered into exclusive negotiations with one prospective buyer of the XLE Turbines and has been working diligently to negotiate a purchase and sale agreement with the interested party.
37. A Motion Record outlining the details of the proposed sale of the XLE Turbines was served by the Company on December 17, 2009 for a motion returnable January 8, 2010. The Monitor will provide this Honourable Court with a separate report in relation to that motion which will provide detail on the potential transaction in respect of the proposed sale of the XLE Turbines.

PROPOSED NON-TURBINE EQUIPMENT TRANSACTION

38. During the course of the Sales Process, certain ancillary equipment, parts, components and other assets relating to Interwind's development activities (the "Non-Turbine Equipment"), have been marketed for sale by Interwind and Marathon. The Monitor is advised that a number of parties (including original manufacturer representatives, strategic purchasers, and various used equipment brokers) did make enquiries regarding the assets, and based on the highest cash offer received to date, the Company and Marathon in consultation with the Monitor and the Secured Lenders, have negotiated a two-stage sales transaction in respect of the Non-Turbine Equipment that includes the following assets:
 - (a) certain non-turbine equipment;
 - (b) a lease between Terrawinds Resources Corp. ("Terrawinds") and Ferme Janoel S.E.N.C. ("Ferme Janoel") dated October 13, 2006¹ relating to a storage location in Rivière du Loup, Quebec (the "Lease"); and
 - (c) certain warehouse arrangements relating to the non-turbine equipment referred to in (a) above.
39. The first stage of the proposed purchase and sale of the Non-Turbine Equipment is to sell the assets to a wholly-owned subsidiary of Interwind ("AcquisitionCo"). The purchase price consideration of the sale of the Non-Turbine Equipment is \$2,250,000 which shall be paid by AcquisitionCo by allotting and issuing to Interwind common shares of AcquisitionCo. The transaction involving AcquisitionCo is conditioned upon, *inter alia*:
 - (a) an Approval and Vesting Order having been made vesting the purchased assets in AcquisitionCo free and clear of all encumbrances; and
 - (b) Interwind maintaining an office in the Province of Quebec as of the date of the closing of the purchase and sale transaction between Interwind and AcquisitionCo.

¹ The lease between Terrawinds and Ferme Janoel was assigned to Interwind effective December 27, 2007.

The transaction with AcquisitionCo is referred to hereinafter as the "Asset Purchase Transaction".

40. Subsequent to the sale of the Non-Turbine Equipment to AcquisitionCo, Interwind will sell its shares of AcquisitionCo to EnXco Service Corporation ("EnXco") pursuant to the terms of an agreement made as of December 15, 2009 (the "Share Purchase Agreement"). The terms of the Share Purchase Agreement include, *inter alia*:
- (a) \$2,250,000 cash to be paid upon closing; and
 - (b) conditions to closing include:
 - (i) an Approval and Vesting Order being granted by this Court vesting in EnXco all right, title and interest in the Purchased Shares;
 - (ii) EnXco having received resignations of the directors and officers of AcquisitionCo;
 - (iii) EnXco having received written confirmation of continuing storage arrangements in respect of the Non-Turbine Equipment;
 - (iv) EnXco having received written confirmation from Ferme Janoel that it has no ownership interest in the Purchased Assets; and
 - (v) Hydro-Quebec having provided confirmation in writing of the right of EnXco to continue to have the power transformer substation connected to the Hydro Quebec power grid after closing and the right of AcquisitionCo to de-energize and disconnect the power transformer substation, and remove same from the lands subject to the Lease.
41. The Monitor has been advised by Management that the two-stage nature of this transaction for the purchase of the Non-Turbine Equipment was sought by EnXco in order to minimize certain excise taxes associated with the transaction.
42. Absent the indicative offers made during the course of the Sales Process (two written competing offers were received), the Monitor has not been able to assess the fair value of the Non-Turbine Equipment except by reference to offers received. Certain information such as independent appraisals, valuations or other independent indications of value has not been commissioned by the Company or otherwise available for review. The Monitor understands that the recorded book value of the Non-Turbine Equipment is approximately \$10.3 million as at September 30, 2009.
43. Certain assets included in the Non-Turbine Equipment namely, a power transformer substation situate on the lands subject to the Lease, may be subject to a proprietary claim by ABB Inc. ("ABB") on account of claimed unpaid amounts due by the former owner of the power transformer, Terrawinds. Interwind and Terrawinds are currently named defendants in an arbitration proceeding brought by ABB in Quebec and the Monitor is advised that the potential claim by ABB may be as much as \$700,000 (which includes an estimate of ABB's legal costs). The Monitor is advised that settlement discussions continue to take place

between the Company, ABB and Terrawinds but as of the time of the preparation of this Sixth Report, the matter remains outstanding.

44. The Monitor has been advised by its counsel, Borden Ladner Gervais LLP (“BLG”), based on information about the Non-Turbine Equipment provided by the Company, that the security granted by the Company to HSH Nordbank AG applies to the Company’s interest in the Non-Turbine Equipment. The Monitor is also advised by BLG that the HSH Nordbank AG security has been properly registered in the Register of Personal and Movable Real Rights (Quebec) (the “RPMRR”). The Monitor’s counsel notes that the only other registrations in the RPMRR in respect of “SkyPower Corp.” or “Interwind Corp.” is a registration in favour of Nissan Canada Inc., pertaining to a single motor vehicle.
45. Based on the Monitor’s consultation with the Company and Marathon and in light of the two purchase offers or expressions of interest received by the Company in respect of the Non-Turbine Equipment, the Monitor is of the view that:
 - (a) the Company and Marathon have adequately marketed the Non-Turbine Equipment subject to the terms of the Asset Purchase Agreement with AcquisitionCo and the subsequent Share Purchase Agreement with EnXco;
 - (b) the Company and Marathon have adequately consulted with the Secured Lenders in respect of the Proposed Non-Turbine Equipment Transaction and the Sales Process generally; and
 - (c) the terms of the Asset Purchase Agreement and the Share Purchase Agreement with EnXco including the purchase price consideration, are fair and commercially reasonable in the circumstances, are superior to the terms of the other written offers received by the Company and represents net realizations that would be equal to or more beneficial to creditors of SkyPower than if the sale of the Non-Turbine Equipment was undertaken in a bankruptcy scenario.

MONITOR’S RECOMMENDATIONS

46. The Monitor recommends approval of the following:
 - (a) the First Amendment and the Second Amendment to the Digby Wind Project Purchase Agreement and the proposed amendment to the Approval and Vesting Order relating to the Emera Transaction;
 - (b) the proposed Amendment to the Elemental Transaction and the proposed amendment to the Approval and Vesting Order relating to the Elemental Transaction; and
 - (c) the Asset Purchase Agreement with AcquisitionCo and the Share Purchase Agreement with EnXco in respect of the Non-Turbine Equipment.

All of which is respectfully submitted to this Honourable Court at Toronto, Ontario this 18th day of December, 2009.

KPMG INC., in its capacity as
Monitor of Interwind Corp.

A handwritten signature in black ink, appearing to read "Todd M. Martin". The signature is stylized and cursive.

Todd M. Martin
Chairman

APPENDIX A

**ONTARIO
SUPERIOR COURT OF JUSTICE**

**IN THE MATTER OF THE CONSTRUCTION LIEN ACT,
R.S.O. 1990, c. C.30**

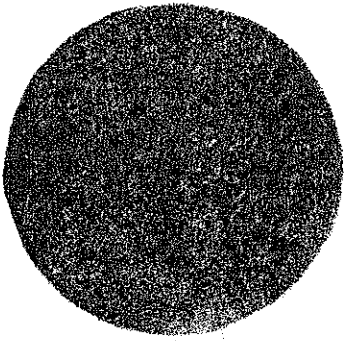
MASTER **SHORT**

) FRIDAY, THE 27TH DAY
)
) OF NOVEMBER, 2009

BETWEEN:

**JACQUES WHITFORD STANTEC LIMITED
by its successor in interest, STANTEC CONSULTING LTD.**

Plaintiff



- and -

SKYPOWER CORP.

Defendant

ORDER

THIS MOTION made by SkyPower Corp. (now known as Interwind Corp.) for an Order vacating:

- (a) the registration of the Claim for Lien of Jacques Whitford Stantec Limited dated September 25, 2009 and registered on September 25, 2009 as Instrument No. PE186875 in the Land Registry Office for the Registry Division of the County of Prince Edward (No. 47) at Picton;

- (b) the registration of the Certificate of Action of Jacques Whitford Stantec Limited dated November 6, 2009 and registered on November 6, 2009 as Instrument No. PE186884 in the Land Registry Office for the Registry Division of the County of Prince Edward (No. 47) at Picton;
- (c) the registration of the Claim for Lien of Jacques Whitford Stantec Limited dated September 25, 2009 and registered on September 25, 2009 as Instrument No. EC 11423 in the Land Registry Office for the Land Titles Division of the County of Prince Edward (No. 47) at Picton; and
- (d) the registration of the Certificate of Action of Jacques Whitford Stantec Limited dated November 6, 2009 and registered on November 6, 2009 as Instrument No. EC11996 in the Land Registry Office for the Land Titles Division of the County of Prince Edward (No. 47) at Picton,

all against the lands and premises described in Schedule "A" hereto pursuant to Section 44 of the *Construction Lien Act*, was heard this day, at Toronto.

UPON READING the Affidavit of Linda Dagg and the Exhibits thereto, and random representative Parcel Registers of the lands and premises listed in Schedule "A", filed, and upon the Defendant, SkyPower Corp. (now known as Interwind Corp.), having paid into Court to the credit of this court file number the amount of the Claim for Lien of \$265,000.00 together with costs of \$50,000.00 for a total of \$315,000.00 in the form of certified funds, and filed with the Accountant of the Ontario Superior Court of Justice, as Accountant's Receipt No. 513359:



✓
No. 513359 ✓

1. **THIS COURT ORDERS** that the registration of the Claim for Lien of Jacques Whitford Stantec Limited dated September 25, 2009 and registered on September 25, 2009 as Instrument No. PE186875 in the Land Registry Office for the Registry Division of the County of Prince Edward (No. 47) at Picton against the lands and premises referred to in Schedule "A" annexed hereto be vacated.

2. **THIS COURT ORDERS** that the registration of the Certificate of Action of Jacques Whitford Stantec Limited dated November 6, 2009 and registered on November 6, 2009 as Instrument No. PE186884 in the Land Registry Office for the Registry Division of the County of Prince Edward (No. 47) at Picton be vacated.

3. **THIS COURT ORDERS** that the registration of the Claim for Lien of Jacques Whitford Stantec Limited dated September 25, 2009 and registered on September 25, 2009 as Instrument No. EC 11423 in the Land Registry Office for the Land Titles Division of the County of Prince Edward (No. 47) at Picton against the lands and premises referred to in Schedule "A" annexed hereto be vacated.

4. **THIS COURT ORDERS** that the registration of the Certificate of Action of Jacques Whitford Stantec Limited dated November 6, 2009 and registered on November 6, 2009 as Instrument No. EC11996 in the Land Registry Office for the Land Titles Division of the County of Prince Edward (No. 47) at Picton against the lands and premises described in Schedule "A" annexed hereto be vacated.

5. **THIS COURT ORDERS** that this Order is without prejudice to all rights, including (i) the right to argue that the lien is invalid, and (ii) if the lien is determined to be valid, this Order and the payment of funds into Court is without prejudice to any argument that the value

of the collateral subject to the Claims for Lien referenced in each of paragraphs 1 and 3 hereof, is less than the lien amount claimed therein or is zero.

6 "AND THIS COURT grants leave to the Defendant to bring this motion in Toronto"



MASTER D. E. SHORT

Entered at **PICTON**
Inscrit a

NOV 30 2009

in Book No. **7368**
au Registre No.

SCHEDULE 'A'

Stantec Construction Lien Properties

File 93075

LAND TITLES PROPERTIES

- 1a PIN # 55057-0010 (LT)
PT LT 6 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE103285, T/W PE49209, PRINCE EDWARD
Owners: KINGSLEY, GEORGE
KINGSLEY, PATRICIA
KINGSLEY, BRIAN
KINGSLEY, VICKIE
- 1b PIN # 55057-0009 (LT)
PT LT 5 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE41591, PRINCE EDWARD
Owners: KINGSLEY, GEORGE CLARE
KINGSLEY, PATRICIA MERLE
- 1c PIN # 55057-0006 (LT)
PT LT 4 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE34700, PRINCE EDWARD
Owners: RUTTER, MABEL
KINGSLEY, GEORGE C
KINGSLEY, PATRICIA
- 2 PIN # 55057-0007 (LT)
PT LT 5 CON 2 NW CARRYING PLACE HALLOWELL PT 1 47R2904; PRINCE EDWARD
Owners: REYNOLDS BROS FARMS LIMITED
- 3a PIN # 55057-0003 (LT)
PT LT 2 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE62987; EXCEPT PT 6-8 47R5796; PRINCE EDWARD
Owners: ANDERSON, JOHN
- 3b PIN # 55050-0172 (LT)
PT LT 2 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE62087 S OF PT 7 & 8 47R5796; PRINCE EDWARD
Owner: ANDERSON, JOHN
- 3c PIN # 55057-0004 (LT)
PT LT 3 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE74968; EXCEPT PT 1 47R305; S/T INTEREST IN PE74968; PRINCE EDWARD
Owners: ANDERSON, JOHN HOWARD
ANDERSON, ROSEMARY ELIZABETH
- 3d PIN # 55045-0047 (LT)
PT LT 14 CON 2 SW GREEN POINT SOPHIASBURGH PT 1 47R4375 EXCEPT PT 1 47R7360, PT 1 & 2 47R8590, S/T PE153158; S/T OH101; PRINCE EDWARD
Owners: ANDERSON, JOHN HOWARD
ANDERSON, ROSEMARY
- 3e PIN # 55050-0205 (LT)
PT LT 13-15 CON 3 MILITARY TRACT HALLOWELL AS IN PE80339 (PCL 1) EXCEPT PT 1 47R5137 AND EXCEPT PTS 1,2,3 & 4 47R7858; S/T HW15863, HW15869, HW15901; PRINCE EDWARD
Owners: ANDERSON, SARAH
ANDERSON, JEFFREY

4a PIN # 55057-0010 (LT) ✓
PT LT 6 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE103285, T/W PE49209; PRINCE EDWARD
Owners: KINGSLEY, GEORGE
KINGSLEY, PATRICIA
KINGSLEY, BRIAN
KINGSLEY, VICKIE

4b PIN # 55057-0016 (LT) ✓
PT LT 7 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE90852; S/T PE90852; PRINCE EDWARD
Owners: KINGSLEY, GEORGE C
KINGSLEY, PATRICIA M
KINGSLEY, BRIAN C
KINGSLEY, VICKEY

4c PIN # 55057-0020 (LT) ✓
PT LT 8 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE62762, PE62763; DESCRIPTION MAY NOT BE
ACCEPTABLE IN FUTURE AS IN PE62762; PRINCE EDWARD
Owners: KINGSLEY, BRIAN C
KINGSLEY, GEORGE CLARE

4d PIN # 55048-0164 (LT) ✓
PT LT 1 CON 3 MILITARY TRACT HALLOWELL AS IN PE5513 EXCEPT HWY16; S/T HW18189; PRINCE
EDWARD
Owners: KINGSLEY, GEORGE C
KINGSLEY, PATRICIA M
KINGSLEY, BRIAN C
KINGSLEY, VICKEY

5a PIN # 55056-0120 (LT) ✓
PT LT 14 CON 3 MILITARY TRACT HALLOWELL AS IN PE49760 EXCEPT PT 3 47R1673, S/T & T/W PE49760;
S/T HW18161, HW18169; PRINCE EDWARD
Owners: REYNOLDS BROS FARMS LIMITED

5b PIN # 55048-0199 (LT) ✓
PT LT 7 CON 3 MILITARY TRACT HALLOWELL PT 1 TO 4 47R3072 S/T PE80932; S/T HW18238; PRINCE
EDWARD
Owners: REYNOLDS BROS FARMS LIMITED

5c PIN # 55048-0230 (LT) ✓
PT LT 9-10 CON 3 MILITARY TRACT HALLOWELL PT 3, 4, 5, 6, 7, 8, 9, & 12 47R1298 S/T & T/W PE67130; S/T
HW18159; PRINCE EDWARD
Owners: REYNOLDS BROS FARMS LTD

5d PIN # 55047-0172 (LT) ✓
PT LT 4-5 PL 1 GORE G HALLOWELL AS IN PE59357 & PT 1 47R5374; PRINCE EDWARD
Owners: REYNOLDS BROS FARMS LIMITED
REYNOLDS BROS FARMS LTD

5e PIN # 55047-0175 (R)
PT LT 5-8, 10 PL 1 GORE G HALLOWELL, PRINCE EDWARD
Owner: REYNOLDS BROS FARMS LTD

5f PIN # 55047-0188 (LT)
PT LT 9 PL 1 GORE G HALLOWELL PT 5 47R5374; PRINCE EDWARD

Owners: REYNOLDS BROS. FARMS LTD.

5a PIN # 55057-0028 (LT)

PT LT 10 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE81288; PRINCE EDWARD

Owners: STONE, WALTER HOWARD

6b PIN # 55045-0014 (LT)

PT LT 20 RCP 28 HALLOWELL PT 1 47R3496; PRINCE EDWARD

Owners: STONE, WALTER HOWARD

7. PIN # 55048-0208 (LT)

LT 5 PL 8 HALLOWELL EXCEPT PT 1 47R4113; PRINCE EDWARD

Owners: CRONK, WAYNE WALTER
CRONK, AUDREY LOIS

8 PIN # 55057-0081 (LT)

PT LT 9 CON 2 NW CARRYING PLACE HALLOWELL PT 1 47R1142; EXCEPT PT 3 47R2831 & PTS 1 & 2
47R8123; S/T PE171245; PRINCE EDWARD

Owners: DUNN, DIANE HELENA
DUNN, WILLIAM RICHARD

9a PIN # 55057-0023 (LT)

PT LT 9 CON 2 NW CARRYING PLACE HALLOWELL AS IN PE158000; PRINCE EDWARD

Owners: BYFORD FARMS LTD.

9b PIN # 55047-0058 (LT)

PT LT 41 CON 3 NORTH WEST OF CARRYING PLACE AND SOUTH WEST OF GREEN POINT SOPHIASBURGH
AS IN PE151476; PRINCE EDWARD

Owners: BYFORD FARMS LTD.

9c PIN # 55037-0109 (LT)

PT LT 37 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R7353 & PT 3 47R5831; PRINCE EDWARD

Owners: BYFORD FARMS LTD.

10. PIN # 55048-0232 (LT)

PT LT 9-10 CON 3 MILITARY TRACT HALLOWELL PT 1 TO 4 47R824; S/T HW15865; PRINCE EDWARD

Owners: MITCHELL, BEVERLY ANN
GALWAY, DALE CLIFFORD

11a PIN # 55058-0135 (LT)

PT LT 16-17 CON 3 MILITARY TRACT HALLOWELL AS IN PE127818; DESCRIPTION MAY NOT BE
ACCEPTABLE IN FUTURE AS IN PE127816; S/T HW18183, HW18197; PRINCE
EDWARD

Owners: LAUNDRY, TERRY EDWARD

11b. PIN # 55058-0143 (LT)

PT LT 17 CON 3 MILITARY TRACT HALLOWELL PT 1-3 47R8487; T/W PE140989 PARTIALLY RELEASED BY
PE153089; S/T HW18184; PRINCE EDWARD

Owners: LAUNDRY, TERRY EDWARD
GRAM, JEAN ISABELL

11c. PIN # 55058-0217 (LT)

PT LT 15-16 CON 3 MILITARY TRACT HALLOWELL AS IN PE29023 EXCEPT PT 1 47R8567 & PT 1 47R8256; S/T
HW18209; PRINCE EDWARD

Owners: GRAM, JEAN ISABELL

LAUNDRY, TERRY EDWARD

12. PIN # 55056-0099 (LT) /
PT LT 13-14 CON 3 MILITARY TRACT HALLOWELL PT 1-3 47R6500; S/T HW18173; PRINCE EDWARD
Owners: STACEY, BARBARA PATRICIA

13a. PIN # 55047-0053 (LT)
PT LT 39 CON 3 NORTH WEST OF CARRYING PLACE AND SOUTH WEST OF GREEN POINT SOPHIASBURGH
AS IN PE172801; S/T INTEREST IN PE72251; PRINCE EDWARD
Owners: TOMPKINS, JENNIFER LYNN
BYFORD, DREW RYERSON

13b. PIN # 55047-0152 (LT) /
PT LT RINARD FOX NORTH WEST PART PL 4 GORE D SOPHIASBURGH AS IN PE172803 EXCEPT PT 1-3
47R7886; PRINCE EDWARD
Owners: BYFORD, DREW RYERSON

14a. PIN # 55056-0101 (L.I.)
PT LT 13 CON 3 MILITARY TRACT HALLOWELL PT 4 47R3924; PRINCE EDWARD
Owners: MAY, STEPHEN ROBERT
MAY, JANET LEE

14b. PIN # 55056-0104 (LT)
PT LT 13 CON 3 MILITARY TRACT HALLOWELL PT 3 47R3824 EXCEPT PT 1 47R4461; PRINCE EDWARD
Owners: MAY, ROBERT STEPHEN
MAY, LEE JANET

15. PIN # 55048-0188 (LT) ✓
PT LT 5 CON 3 MILITARY TRACT HALLOWELL PT 1 47R2401 S/T PE58095; S/T HW17494; PRINCE EDWARD
Owners: FOSTER, ROSS L
FOSTER, MARGARET

16. PIN # 55046-0208 (LT)
PT LT 36-37 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE70667 (FIRSTLY) EXCEPT PT 4
47R6931 & PT 1 47R8107; PRINCE EDWARD
Owners: GORSLINE, D. BRUCE

17a. PIN # 55037-0085 (LT)
PT LT 42 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE72202, S/T & T/W PE72202, S/T INTEREST
IN PE72202; PRINCE EDWARD
Owners: BYFORD, CHRISTOPHER DONALD
BYFORD, SHIRLEY A

17b. PIN # 55037-0097 (LT)
PT LT 42 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R1570; S/T INTEREST IN PE174018; T/W
PE174018; PRINCE EDWARD
Owners: BYFORD, CHRISTOPHER DONALD

17c. PIN # 55037-0084 (LT)
PT LT 43 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R4810 EXCEPT PT 1 47R7597; PRINCE
EDWARD
Owners: BYFORD, CHRISTOPHER DONALD

17d PIN # 55047-0065 (LT)
PT LT 43 CON 3 NORTH WEST OF CARRYING PLACE AND SOUTH WEST OF GREEN POINT SOPHIASBURGH
AS IN PE56962; S/T & T/W PE56962; PRINCE EDWARD
Owners: BYFORD, CHRISTOPHER DONALD

18a PIN # 55037-0068 (LT)
PT LT 46 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE116098. PRINCE EDWARD
Owners: RICHARDS, DENNIS EVAN

18b PIN # 55037-0134 (LT)
PT LT 47 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE116098; PRINCE EDWARD
Owners: RICHARDS, DENNIS EVAN

19a PIN # 55047-0058 (LT)
PT LT 42 CON 3 NORTH WEST OF CARRYING PLACE AND SOUTH WEST OF GREEN POINT SOPHIASBURGH
PT 1 47R2004; T/W PE91087; PRINCE EDWARD
Owners: DEBOEF, HENK
DEBOEF, ANNA

19b PIN # 55037-0095 (LT)
PT LT 39-40 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R4745; PRINCE EDWARD
Owners: DEBOEF, HENDRIK
DEBOEF, ANNEKE MARIA

20a PIN # 55038-0083 (LT)
PT LT 46 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE183377 (FIRSTLY); S/T
INTEREST IN PE183377; PRINCE EDWARD
Owners: RICHARDS, DENNIS EVAN

20b PIN # 55038-0086 (LT)
PT LT 44-45 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE183377 (SECONDLY); S/T INTEREST
IN PE183377; PRINCE EDWARD
Owners: RICHARDS, EDNA MARGARET
RICHARDS, DENNIS EVAN

21a PIN # 55041-0095 (LT)
PT LT 9 BIG ISLAND SOPHIASBURGH PT 1 47R2181; S/T PE113968, PRINCE EDWARD
Owners: WAGER, RUSSELL ROBIN
WAGER, JOHN RUSSELL

21b PIN # 55040-0053 (LT)
LT 12 BIG ISLAND SOPHIASBURGH EXCEPT PT 1 & 2 47R5707, PT 1 & 2 47R5909; PRINCE EDWARD
Owners: WAGER, RUSSELL ROBIN
WAGER, JOHN RUSSELL

21c PIN # 55040-0055 (LT)
PT LT 12 BIG ISLAND SOPHIASBURGH PT 2 47R5707; PRINCE EDWARD
Owners: WAGER, RUSSELL ROBIN
WAGER, JOHN RUSSELL

21d PIN # 55040-0081 (LT)
PT LT 27 BIG ISLAND SOPHIASBURGH AS IN PE142871; PRINCE EDWARD
Owners: WAGER, RUSSELL ROBIN
WAGER, JOHN RUSSELL

21e PIN # 5504D-0107 (LT)
 PT LT 34 BIG ISLAND SOPHIASBURGH AS IN PE142871; PRINCE EDWARD
 Owners: WAGER, RUSSELL ROBIN
 WAGER, JOHN RUSSELL

21f PIN # 55041-0054 (LT)
 PT LT 35 BIG ISLAND SOPHIASBURGH; PT LT 36 BIG ISLAND SOPHIASBURGH; PT LT 37 BIG ISLAND
 SOPHIASBURGH AS IN PE142871; S/T SB9150; PRINCE EDWARD
 Owners: WAGER, RUSSELL ROBIN
 WAGER, JOHN RUSSELL

21g PIN # 55041-0055 (LT)
 PT LT 35 BIG ISLAND SOPHIASBURGH PT 1 47R8355; PRINCE EDWARD
 Owners: WAGER, RUSSELL ROBIN
 WAGER, CHERYL ANN

21h PIN # 55041-0058 (LT)
 PT LT 36 BIG ISLAND SOPHIASBURGH; PT LT 37 BIG ISLAND SOPHIASBURGH AS IN PE142870; S/T SB9150;
 PRINCE EDWARD
 Owners: WAGER, RUSSELL ROBIN
 WAGER, CHERYL ANN
 WAGER, IONA

21i PIN # 55041-0065 (LT)
 PT LT 38 BIG ISLAND SOPHIASBURGH; PT LT 39 BIG ISLAND SOPHIASBURGH AS IN PE147166; S/T SB9011;
 PRINCE EDWARD
 Owners: WAGER, RUSSELL ROBIN
 WAGER, CHERYL ANN
 WAGER, JOHN RUSSELL

22a PIN # 55038-0179 (LT)
 PT LT 40-41 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 2 & 5 47R2082 EXCEPT PT 1 47R3590, PT 8
 47R4458; PT LT 40 CON 1 WEST OF GREEN POINT SOPHIASBURGH
 AS IN PE172629 EXCEPT PT 10 & 11 47R4458, PT 1 47R8195; S/T SPOUSAL INTEREST IN PE125781; PRINCE
 EDWARD
 Owners: LONGWELL, RONALD DOUGLAS ROWN

23a PIN # 55042-0064 (LT)
 LT 56 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 57 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 58 PL 3
 DEMORESTVILLE SOPHIASBURGH; LT 59 PL 3 DEMORESTVILLE
 SOPHIASBURGH; LT 60 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 76 PL 3 DEMORESTVILLE
 SOPHIASBURGH; LT 77 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 78 PL 3
 DEMORESTVILLE SOPHIASBURGH; LT 79 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 80 PL 3
 DEMORESTVILLE SOPHIASBURGH; LT 81 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 82
 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 83 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 84 PL 3
 DEMORESTVILLE SOPHIASBURGH; LT 85 PL 3 DEMORESTVILLE SOPHIASBURGH;
 LT 102 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 103 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 104 PL 3
 DEMORESTVILLE SOPHIASBURGH; LT 105 PL 3 DEMORESTVILLE
 SOPHIASBURGH; LT 106 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 123 PL 3 DEMORESTVILLE
 SOPHIASBURGH; LT 124 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 125 PL 3
 DEMORESTVILLE SOPHIASBURGH; LT 127 PL 3 DEMORESTVILLE SOPHIASBURGH; LT 128 PL 3
 DEMORESTVILLE SOPHIASBURGH; LT 129 PL 3 DEMORESTVILLE SOPHIASBURGH; LT
 130 PL 3 DEMORESTVILLE SOPHIASBURGH; PT LT 126 PL 3 DEMORESTVILLE SOPHIASBURGH PT 15
 47R3617; PT LT 61 PL 3 DEMORESTVILLE SOPHIASBURGH PT 17 47R3617;

PT LT 73 PL 3 DEMORESTVILLE SOPHIASBURGH; PT LT 74 PL 3 DEMORESTVILLE SOPHIASBURGH, PT LT
75 PL 3 DEMORESTVILLE SOPHIASBURGH PT 18 47R3617; PT LT
37-38 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R3617 EXCEPT PT 1, 2, 3 47R4517 & PT 1
47R6910; PRINCE EDWARD
Owners: GRIEVE, DOUGLAS JOSEPH ROWN

24a PIN # 55042-0162 (LT)
PT LT 31 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 2 47R5947; PRINCE EDWARD
Owners: MOWBRAY, PAUL WILLIAM
MOWBRAY, MARINA

24b PIN # 55042-0168 (LT)
PT LT 30 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 2 47R6646; PRINCE EDWARD
Owners: MOWBRAY, PAUL WILLIAM

25a PIN # 55041-0092 (LT)
PT LT 5 BIG ISLAND SOPHIASBURGH AS IN PE119612 EXCEPT PT 2, 4, 6 47R4597; PT 1, 2 47R7786; PRINCE
EDWARD
Owners: BYFORD, LINDA LOUISE
BYFORD, TERRANCE ARNOLD

25b PIN # 55041-0095 (LT)
PT LT 10 BIG ISLAND SOPHIASBURGH AS IN PE144871; PRINCE EDWARD
Owners: BYFORD, TERRANCE ARNOLD
BYFORD, LINDA LOUISE

25c PIN # 55037-0106 (LT)
PT LT 38 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R3341; PRINCE EDWARD
Owners: BYFORD, LINDA LOUISE

25a PIN # 55042-0170 (LT)
PT LT 29 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE110100 LYING N OF EXPROP PL238;
PRINCE EDWARD
Owners: LEWIS, ALBERT THOMAS

26b PIN # 55042-0173 (LT)
PT LT 29 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE110100 LYING S OF COUNTY RD # 15 &
LYING N OF POTTER RD; PRINCE EDWARD
Owners: LEWIS, ALBERT THOMAS

26c PIN # 55042-0174 (LT)
PT LT 29 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE110100 LYING S OF POTTER RD; PRINCE
EDWARD
Owners: LEWIS, ALBERT THOMAS

27 PIN # 55040-0051 (LT)
LT 11 BIG ISLAND SOPHIASBURGH; PRINCE EDWARD
Owners: ALLISON, GERALD HOWARD
ALLISON, EVELYN

28 PIN # 55037-0057 (LT)
PT LT 51 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 1 TO 4 47R3484; PRINCE EDWARD
Owners: PRICE, JAMES ALFRED
PRICE, CHRISTINE WILHEMINA

28a. PIN # 55042-0145 (LT)
PT LT 34 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE172585 LYING S OF EXPROP PL238;
PRINCE EDWARD

Owners: NEWNHAM, DANIEL ALFRED
MCCONNELL, CONNIE

28b. PIN # 55042-0145 (LT)
PT LT 34 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE172585 LYING N OF EXPROP PL238;
PRINCE EDWARD

Owners: NEWNHAM, DANIEL ALFRED
MCCONNELL, CONNIE

28a. PIN # 55042-0171 (LT)
PT LT 29 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE26294 LYING N OF EXPROP PL238;
PRINCE EDWARD

Owners: MOWBRAY, ROY

28b. PIN # 55042-0172 (LT)
PT LT 29 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE26294 LYING S OF EXPROP PL238;
PRINCE EDWARD

Owners: MOWBRAY, ROY

30. PIN # 55042-0178 (LT)
PT LT 28 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 2 47R2033 & PT 2, 4 47R320 EXCEPT PT 1
47R2339, S/T PE84714; PRINCE EDWARD

Owners: MOWBRAY, ROY
MOWBRAY, ISABEL

31a. PIN # 55038-0059 (LT)
PT LT 52 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE126768 (SECONDLY); PRINCE EDWARD

Owners: MOORE, WILLIAM JAMES

31b. PIN # 55008-0223 (LT)
PT LT 53 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE126768 (FIRSTLY PARCEL TWO)
DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN PE126768; S/T
PE21383; PRINCE EDWARD

Owners: MOORE, WILLIAM JAMES

32a. PIN # 55040-0095 (LT)
PT LT 29 BIG ISLAND SOPHIASBURGH AS IN PE157479; DESCRIPTION MAY NOT BE ACCEPTABLE IN
FUTURE AS IN PE157479; T/W PE157479; S/T SB9029; PRINCE EDWARD

Owners: THOMPSON, DOUGLAS GORDON
THOMPSON, HELEN IRENE
THOMPSON, DIANNE ELIZABETH

32b. PIN # 55040-0099 (LT)
LT 30 BIG ISLAND SOPHIASBURGH; LT 31 BIG ISLAND SOPHIASBURGH; PT LT 29 BIG ISLAND
SOPHIASBURGH AS IN PE131189; S/T LIFE INTEREST IN PE47017
DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN PE131189; S/T SB9029, SB9033; PRINCE
EDWARD

Owners: THOMPSON, GORDON RALPH
THOMPSON, WINNIFRED MILLER
THOMPSON, DOUGLAS GORDON

THOMPSON, HELEN IRENE

33a PIN # 55046-0084 (LT)
PT LT S VANMEAR PL 4 GORE D SOPHIASBURGH AS IN PE95418 (PARCEL TWO) LYING E OF COUNTY RD #
5, PRINCE EDWARD
Owners: ELMSTEIN FARMS INC

33b PIN # 55046-0204 (LT)
PT LT I A COOLIDGE PL 4 GORE D SOPHIASBURGH AS IN PE95418 (PARCEL ONE) EXCEPT PT 1 & 2
47R7429 E OF COUNTY RD # 5; S/T SB8804; PRINCE EDWARD
Owners: ELMSTEIN FARMS INC

33c PIN # 55047-0153 (LT)
PT LT I A COOLIDGE, S VANMEAR PL 4 GORE D SOPHIASBURGH AS IN PE95418 EXCEPT PT 1, 2 47R7429 W
F COUNTY RD # 5; PRINCE EDWARD
Owners: ELMSTEIN FARMS INC

33d PIN # 55057-0043 (LT)
PT LT 13 CON 2 SW GREEN POINT SOPHIASBURGH AS IN PE95417; EXCEPT PT 2 47R7521; S/T EXECUTION
00-0000141, IF ENFORCEABLE; PRINCE EDWARD
Owners: ELMSTEIN FARMS INC

33e PIN # 55057-0045 (LT)
PT LT 13 CON 2 SW GREEN POINT SOPHIASBURGH PT 1 47R364, EXCEPT PT 1 1R7521 & PT 1 47R1285; S/T
SB8804; S/T EXECUTION 00-0000141, IF ENFORCEABLE;
PRINCE EDWARD
Owners: ELMSTEIN FARMS INC.

34a PIN # 55046-0082 (LT)
BLK B PL 4 GORE D SOPHIASBURGH; PT LT S VANMEAR PL 4 GORE D SOPHIASBURGH AS IN PE31838
LYING E OF COUNTY RD # 5; S/T INTEREST IN PE179645; PRINCE
EDWARD
Owners: THOMPSON, JOHN HOWARD MILLER

34b. PIN # 55046-0083 (LT)
PT LT S VANMEAR PL 4 GORE D SOPHIASBURGH PT 1 47R2778; S/T INTEREST IN PE179646; PRINCE
EDWARD
Owners: THOMPSON, JOHN HOWARD MILLER

35 PIN # 55042-0135 (LT)
PT LT 35-36 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R4593; PRINCE EDWARD
Owners: SHEN, WINNE KIT HAN

36 PIN # 55046-0075 (LT)
PT LT 34-35 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 2 RD9 TAW PE111462; PRINCE EDWARD
Owners: PARADIS, LUC JOSEPH
FLETCHER, MELODY LYNN

37a PIN # 55046-0118 (LT)
PT LT 32-33 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE177889 N OF FISH LAKE RD; PRINCE
EDWARD
Owners: CONLEY, BRENDON WILSON
CONLEY, LISA LOUISE

- 37b PIN # 55046-0219 (LT)
PT LT 32-33 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE177689 S OF FISH LAKE RD; EXCEPT
PT 1, 2, 3 47R8194; PRINCE EDWARD
Owners: CONLEY, BRENDON WILSON
CONLEY, LISA LOUISE
- 38 PIN # 55045-0110 (LT)
PT LT 24 CON 2 SW GREEN POINT SOPHIASBURGH AS IN PE107111; PRINCE EDWARD
Owners: BOSCHMA, GOSSE
BOSCHMA, SHIRLEY
- 39a PIN # 55042-0147 (LT)
PT LT 32-33 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE143814 LYING N OF EXPROP PL238,
PRINCE EDWARD
Owners: ROBINSON, RONALD HAROLD
ROBINSON, MARILYN OLIVE
- 39b PIN # 55042-0148 (LT)
PT LT 32-33 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE143814 LYING S OF EXPROP PL238,
PRINCE EDWARD
Owners: ROBINSON, RONALD HAROLD
ROBINSON, MARILYN OLIVE
- 39c PIN # 55046-0093 (LT)
PT LT 22 CON 2 SW GREEN POINT SOPHIASBURGH AS IN PE47774 S OF RDAL BTN CON 2 WEST OF GREEN
POINT AND GORE D; PRINCE EDWARD
Owners: MACZKA, TADEUSZ
- 39d PIN # 55046-0111 (LT)
PT LT 28-31 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE47774 N OF RDAL BTN CON 2 WEST
OF GREEN POINT AND GORE D; PRINCE EDWARD
Owners: MACZKA, TADEUSZ
- 40a PIN # 55047-0163 (LT)
PT LT 1, 3 PL 1 GORE C HALLOWELL AS IN PE120048 DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE
AS IN PE120048; S/T PE157156; PRINCE EDWARD
Owners: TROTTMAN, CHARLES RUSSELL
TROTTMAN, ARETA MARLENE
- 41a PIN # 55042-0203 (LT)
PT LT 25-28 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE177543 (PARCEL NO. ONE & PARCEL
NO TWO - FIRSTLY) EXCEPT PT 1, 2, 3, 4 47R5941, S/T THE
RIGHTS OF OWNERS OF ADJOINING PARCELS, IF ANY UNDER PE70750, PE25401, PE104470, PE145679;
PRINCE EDWARD
Owners: RABBIE, CONSTANCE MADELINE
RABBIE, MARK EDWARD MERTON
- 41b PIN # 55042-0204 (LT)
PT LT 26 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE177543 (PARCEL NO TWO - SECONDLY)
& PT 2 47R348, S/T INTEREST IN PE59326, PRINCE EDWARD
Owners: RABBIE, CONSTANCE MADELINE
RABBIE, MARK EDWARD MERTON
- 42a PIN # 55046-0105 (LT)
PT LT 3 PL 2 GORE B SOPHIASBURGH PT 1 47R3625; PRINCE EDWARD

Owners: NORTON, ELMER EUGENE
WHITEFORD, BARBARA ELIZABETH

43 PIN # 55042-0478 (LT)
PT LT 24-25 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 2 47R7947, S/T INTEREST IN PE177799;
PRINCE EDWARD
Owners: AQUALINE FOODS INC

44 PIN # 55035-0085 (LT)
PT LT 44-46 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN PE99705; TAV PE99705; PRINCE
EDWARD
Owners: HAMILTON, WILLIAM
HAMILTON, MARGARET
HAMILTON, MARGARET GAIL

45 PIN # 55048-0251 (LT)
PT LT 12 CON 3 MILITARY TRACT HALLOWELL PT 1 TO 3 47R5910 EXCEPT PT 1 47R7812, S/T INTEREST IN
PE131450; S/T HW18171; PRINCE EDWARD
Owners: ALGAR, RONALD HARRY

46 PIN # 55042-0152 (LT)
PT LT 32 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R667; PRINCE EDWARD
Owners: BULPIT, DAVID WILSON
BULPIT, EVA MARLENE

47 PIN # 55042-0153 (LT)
PT LT 31-32 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R2201; PRINCE EDWARD
Owners: 792077 ONTARIO INC.

48 PIN # 55042-0154 (LT)
PT LT 31-32 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 2 47R2201; PRINCE EDWARD
Owners: ANDERSON, JOHN HOWARD
ANDERSON, ROSEMARY

49 PIN # 55042-0180 (LT)
PT LT 28 CON 1 WEST OF GREEN POINT SOPHIASBURGH AS IN SB10467; PRINCE EDWARD
Owners: JONES, LESLIE IFOR
JONES, ELEANOR GERTURDE

50 PIN # 55038-0108 (LT)
PT LT 39 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R895; PRINCE EDWARD
Owners: GISLER, FRANK
GISLER, ELIANE

51 PIN # 55042-0181 (LT)
PT LT 27-28 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R6390; S/T PE75910; PRINCE EDWARD
Owners: BROWN, WILLIAM WAYNE
BROWN, CHERRILL ROSE

52 PIN # 55037-0064 (LT)
PT LT 48-49 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE160472; PRINCE EDWARD
Owners: DECASTRIS, MICHAEL ANTONIO
DECASTRIS, JULIE ANN

53. PIN # 55044-0113 (LT)
PT LT 31 CON 1 SOUTH WEST OF GREEN POINT SOPHIASBURGH; PT LT 32 CON 1 SOUTH WEST OF GREEN POINT SOPHIASBURGH AS IN PE157383; S/T PE74636, PRINCE EDWARD
Owners: EDMUNDS, CHRISTOPHER RICHARD
EDMUNDS, MICHELLE MARJORIE ELEANOR
55. PIN # 55037-0091 (LT)
LT 41 CON 2 WEST OF GREEN POINT SOPHIASBURGH EXCEPT 4 7 R 8 0 8 3; PRINCE EDWARD.
Owners: HOEKSTRA, BRUCE ARNDLD
HOEKSTRA, JANET NANCY
- 56a. PIN # 55041-0084 (LT)
PT LT 10 BIG ISLAND SOPHIASBURGH AS IN PE31624 EXCEPT PT 1 47R3237 N OF SOUTH BIG ISLAND RD; S/T SB9031; PRINCE EDWARD
Owners: ALLISON, ARTHUR HOWARD
ALLISON, MARCIA IRENE
- 56b. PIN # 55041-0246 (LT)
PT LT 10 BIG ISLAND SOPHIASBURGH AS IN PE31624 S OF SOUTH BIG ISLAND RD; S/T 589031; PRINCE EDWARD
Owners: ALLISON, ARTHUR HOWARD
ALLISON, MARCIA IRENE
57. PIN # 55038-0102 (LT)
PT LT 41 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R1611 EXCEPT PT 1 47R2174; PRINCE EDWARD
Owners: ALLISON, JOSEPH PERCY
ALLISON, DONNA LOREEN
58. PIN # 55041-0090 (LT)
PT LT 10 BIG ISLAND SOPHIASBURGH AS IN PE113299; PRINCE EDWARD
Owners: KORMOS, LEONARD GEORGE
KORMOS, MARGARET ELAINE
- 59a. PIN # 55041-0079 (LT)
PT LT 41 BIG ISLAND SOPHIASBURGH PT 1 TO 3 47R1446; S/T SB9019; PRINCE EDWARD
Owners: ROCHE, LAWRENCE ALLAN
ROCHE, MYFANWY MARIE
TUNNELL, PENELOPE ANN
- 59b. 55041-0082 (LT)
PT LT 41 BIG ISLAND SOPHIASBURGH; PT LT 42 BIG ISLAND SOPHIASBURGH PT 1 47R7856, PT 2 TO 5 47R7852; T/W PE173482; S/T PE121112, SB9010; PRINCE EDWARD
Owners: ROCHE, LAWRENCE ALLAN
TUNNELL, PENELOPE ANN
59. PIN # 55057-0039 (LT)
PT LT 13 CON 2 SW GREEN POINT SOPHIASBURGH PT 1 & 2 4 7 R 2 4 9 3; S/T EXECUTION 01-000004 7, IF ENFORCEABLE; S/T EXECUTION 04-0000023, IF ENFORCEABLE;
PRINCE EDWARD
Owners: BULGAJEWSKI, GEORGE

61. PIN # 55037-0075 (LT)
PT LT 44-45 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE155099; PRINCE EDWARD
Owners: DOORNBOS, DAVID REGINALD
DOORNBOS, HILDA ELIZABETH
DOORNBOS, DAVID JEFFERY
BUIKEMA, KRISTIEN HAYDEN
- 52.9
62.9 PIN # 55048-0070 (LT)
PT LT 54 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE155099; PRINCE EDWARD
Owner: DOORNBOS, HILDA
- 63a. PIN # 65037-0074 (LT)
PT LT 45 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE28654; PRINCE EDWARD
Owners: DOORNBOS, DAVID
DOORNBOS, ALIDA
- 63b. PIN # 55037-0072 (LT)
PT LT 46 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE74412; PRINCE EDWARD
Owners: DOORNBOS, ALIDA
64. PIN # 65040-0057 (LT)
PT LT 13 BIG ISLAND SOPHIASBURGH PT 1 47R3888; PRINCE EDWARD
Owners: JOHNSON, SANDRA CLAIRE
65. PIN # 55041-0115 (LT)
LT 3 BIG ISLAND SOPHIASBURGH EXCEPT PT 1 47R1820; PRINCE EDWARD
Owners: FAIRLEY, DAVID BRUCE
66. PIN # 55041-0184 (LT)
PT LT 8 BIG ISLAND SOPHIASBURGH PT J, 2 47R6370; S/T PE150047; PRINCE EDWARD
Owners: ACKERMAN, JENNIFER LYNNE
- 67a. PIN # 55045-0086 (LT)
PT LT 20 CON 2 SW GREEN POINT SOPHIASBURGH PT 1 47R5734; PRINCE EDWARD
Owners: STONE, WILLIAM ARTHUR
STONE, MARGARET
- 67b. PIN # 55045-0088 (LT)
PT LT 20-21 CON 2 SW GREEN POINT SOPHIASBURGH AS IN PE51485 EXCEPT PT 1 & 2 47R5734; S/T
OH108; PRINCE EDWARD
Owners: STONE, WILLIAM ARTHUR
- 67c. PIN # 55045-0084 (LT)
PT LT 16 CON 2 SW GREEN POINT SOPHIASBURGH PT 1-3 47R4P08 EXCEPT PT 1 47R4893 & PT 1 47R5735
S/T OH102; PRINCE EDWARD
Owners: STONE, WILLIAM ARTHUR
STONE, MARGARET
68. PIN # 55037-0071 (LT)
PT LT 46 CON 2 WEST OF GREEN POINT SOPHIASBURGH PT 1 47R6698; PRINCE EDWARD
Owners: DAVIES, MICHAEL ROBERT
DAVIES, KATHRYN FRANCINE
69. PIN # 65046-0051 (LT)
PT LT 38-37 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE174379; PRINCE EDWARD

Owners: WALDINSPERGER, DEBORAN IRENE

70 PIN # 55042-0141 (LT)
PT LT 34-35 CON 1 WEST OF GREEN POINT SOPHIASBURGH PT 1 4 7 R 1 3 0 8, PRINCE EDWARD
Owners: DAY, RALPH WARREN
DAY, JANET MARY READER

71 55041-0213 (LT)
PT LT 43 BIG ISLAND SOPHIASBURGH; PT LT 44 BIG ISLAND SOPHIASBURGH AS IN PE177443 S OF NORTH
BIG ISLAND RD EXCEPT THE EASEMENT THEREIN; PRINCE EDWARD
Owners: HARRIS, CHRISTOPHER ROBIN
VAN DAMME, ANGELA CATHERINE

REGISTRY

71a PIN # 55047-0175 (R)
PT LT 5-8, 10 PL 1 GORE G HALLOWELL; PRINCE EDWARD
Owners: REYNOLDS BROS FARMS LIMITED

71b PIN # 55047-0175 (R)
PT LT 5-8, 10 PL 1 GORE G HALLOWELL; PRINCE EDWARD
Owner: REYNOLDS BROS FARMS LTD

71c PIN # 55047-0182 (R)
LT 14 PL 1 GORE G HALLOWELL; PT LT 10, 13 PL 1 GORE G HALLOWELL, PRINCE EDWARD
Owners: BYFORD FARMS LTD

71d PIN # 55056-0102 (R)
PT RDAL BTN LOTS 12 & 13 CON 3 MILITARY TRACT HALLOWELL PT 8 47R3924; PRINCE EDWARD
Owners: MAY, STEPHEN ROBERT
MAY, JANET LEE

71e PIN # 55056-0105 (R)
PT RDAL BTN LOTS 12 & 13 CON 3 MILITARY TRACT HALLOWELL PT 8 47R3924; PRINCE EDWARD
Owners: MAY, STEPHEN ROBERT
MAY, JANET LEE

71f PIN # 55037-0069 (R)
PT LT 46 CON 2 WEST OF GREEN POINT SOPHIASBURGH; PRINCE EDWARD
Owners: RICHARDS, EDNA MARGARET
RICHARDS, DENNIS EVAN

71g PIN # 55037-0133 (R)
PT LT 47 CON 2 WEST OF GREEN POINT SOPHIASBURGH; PRINCE EDWARD
Owners: RICHARDS, EDNA MARGARET
RICHARDS, DENNIS EVAN

71h PIN # 55037-0055 (R)
PT LT 46 CON 2 WEST OF GREEN POINT SOPHIASBURGH; PRINCE EDWARD
Owners: RICHARDS, EDNA MARGARET
RICHARDS, DENNIS EVAN

71i PIN # 55038-0182 (R)
PT LT 42 CON 1 WEST OF GREEN POINT SOPHIASBURGH PTS 4 & 5 47R8189; PRINCE EDWARD
Owners: THE CORPORATION OF THE COUNTY OF

PRINCE EDWARD

71j. PIN # 55038-0183 (R)
PT LTS 42-44 WEST OF GREEN POINT SOPHIASBURGH; PRINCE EDWARD
Owners: THE CORPORATION OF THE COUNTY OF
PRINCE EDWARD

71k. PIN # 55038-0184 (R)
PT LTS 42-44 WEST OF GREEN POINT SOPHIASBURGH; PRINCE EDWARD
Owners: THE CORPORATION OF THE COUNTY OF
PRINCE EDWARD

72a. PIN # 55042-0110 (R)
PT PRESBYTERIAN ST PL 3 DEMORESTVILLE SOPHIASBURGH; PRINCE EDWARD
Owners: GRIEVE, DOUGLAS JOSEPH

72b. PIN # 55042-0492 (R)
PT GEORGE ST PL 3 DEMORESTVILLE SOPHIASBURGH; PRINCE EDWARD
Owners: GRIEVE, DOUGLAS JOSEPH

72c. PIN # 55042-0493 (R)
PT ST PAUL ST PL 3 DEMORESTVILLE SOPHIASBURGH; PRINCE EDWARD
Owners: GRIEVE, DOUGLAS JOSEPH

72d. PIN # 55042-0495 (R)
PT THOMAS ST PL 3 DEMORESTVILLE SOPHIASBURGH; PT JAMES ST PL 3 DEMORESTVILLE
SOPHIASBURGH, PRINCE EDWARD
Owners: GRIEVE, DOUGLAS JOSEPH

73a. PIN # 55048-0071 (R)
PT LT 53 CON 1 WEST OF GREEN POINT SOPHIASBURGH; PRINCE EDWARD
Owners: MOORE, WILLIAM JAMES

74a. PIN # 55048-0187 (R)
PT LT 19 CON 2 WEST OF GREEN POINT SOPHIASBURGH AS IN PE173300; PRINCE EDWARD
Owners: NORTON, MARGARET
NORTON, ELMER EUGENE

75. PIN # 55048-0150 (R)
PT LT 23 CON 2 WEST OF GREEN POINT SOPHIASBURGH; PRINCE EDWARD
Owners: ROBINSON, DOUGLAS WAYNE
ROBINSON, NANCY ANITA

75a. PIN # 55048-0240 (R)
PT LT 10-11 CON 3 MILITARY TRACT HALLOWELL; PRINCE EDWARD
Owners: REYNOLDS BROS FARMS LIMITED

75b. PIN # 55048-0280 (R)
PT LT 10 CON 3 MILITARY TRACT HALLOWELL, PRINCE EDWARD
Owners: REYNOLDS BROS. FARMS LIMITED

75c. PIN # 55048-0251 (R)
PT LT 10 & 11 CON 3 MILITARY TRACT HALLOWELL; PRINCE EDWARD
Owners: REYNOLDS BROS FARMS LIMITED

75d PIN # 55048-0078 (R)
PT LT 54 CON 1 WEST OF GREEN POINT SOPHIASBURGH; PRINCE EDWARD
Owner: DOORNBOS, HILDA

77 PIN # 55038-0062 (R)
PT LT 47-50 CON 1 WEST OF GREEN POINT SOPHIASBURGH; PRINCE EDWARD
Owners: FOX, FREDERICK JAMES
 FOX, KEITH RICHARD

JACQUES WHITFORD STANTEC
LIMITED by its successor in interest,
Stantec Consulting Ltd.
Plaintiff

and

SKYPOWER CORP.
Defendant

Court File No: 0203/09

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Picton

ORDER

Goodmans LLP
Barristers & Solicitors
250 Yonge Street, Suite 2400
Toronto, Canada M5B 2M6

Joseph Cosentino LSUC#: 394050
Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for the Defendant,
SkyPower Corp. (now known
as Interwind Corp.)

APPENDIX B

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 by this Court, be and is hereby further extended in respect of Interwind Corp. and Fermeuse Wind Power Corp. ("**Fermeuse**") to and including January 29, 2010, and that, in respect of Fermeuse only, the scope of the stay of proceedings shall be consistent with the Order of this Court dated August 25, 2009. For greater certainty, the Stay Period is not being extended in respect of SunE Sky First Light LP or SkyPower Lite Corp.

3. **THIS COURT ORDERS** that upon the closing of a transaction in respect of the issued and outstanding shares in the capital of Fermeuse, the stay of proceedings in respect of Fermeuse, as provided herein, and as may be extended, shall automatically terminate.

AMENDMENT TO DIP FACILITY

4. **THIS COURT ORDERS** that the amendment to the Applicant's debtor-in-possession facility with CIM Group (the "**DIP Facility**"), as set out in Exhibit "D" to the Bacon Affidavit, be and is hereby approved.

WIND DEVELOPMENT SALE PROCESS

5. **THIS COURT ORDERS** that the sale process protocol (the "**Sale Process Protocol**") approved by this Court pursuant to the Sale Process Order dated August 25, 2009 (the "**Sale Process Order**") be and is hereby varied as follows to provide for a separate, expedited process for the sale of the Wind Development Business (as defined in the Bacon Affidavit) (the "**Wind Development Sale Process**"):

- (a) Marathon Capital LLC (“**Marathon**”) will identify and approach select prospective bidders, many of whom have previously expressed an interest in the Wind Development Business (the “**Select Bidders**”);
- (b) The Select Bidders will have access to an electronic data room for the period from November 27, 2009 to December 21, 2009 and will receive a form of asset sale agreement;
- (c) The Select Bidders will be encouraged to submit their offers in the form of the asset sale agreement as soon as possible and the Applicant and Marathon will engage in negotiations with Select Bidders with the intention of executing an asset sale agreement as soon as possible;
- (d) The final bid date is December 21, 2009, with the goal of executing a definitive agreement by December 21, 2009, provided that the Applicant has the option of accepting an offer and executing a definitive agreement prior to December 21, 2009, if an acceptable offer is received prior to December 21, 2009. In this circumstance, all other Select Bidders will be advised of same and the Wind Development Sale Process will terminate; and
- (e) The transaction is to close on or before January 31, 2010.

6. **THIS COURT ORDERS** the Applicant, the Monitor and Marathon are hereby authorized and directed to perform each of their obligations under the Wind Development Sale Process.

7. **THIS COURT ORDERS** that, except as varied hereby, the Sale Process Protocol shall remain in full force and effect.

MARATHON ENGAGEMENT

8. **THIS COURT ORDERS** that the Applicant is hereby authorized and directed to continue to engage Marathon to assist in the sale process approved pursuant to the Sale Process Order, as varied by the Wind Development Sale Process, all in accordance with the terms and conditions of the engagement letter attached as Appendix “A” to the Letter Addendum, as amended by the amendment thereto attached as Appendix “B” to the Letter Addendum (the “**Amended Marathon Engagement**”).

9. **THIS COURT ORDERS** that the Letter Addendum be and is hereby sealed pending further Order of the Court.

10. **THIS COURT ORDERS** that Marathon shall be entitled to the benefit of the Marathon Charge (as defined in the Sale Process Order) on all assets and property of the Applicant to secure its work fee and variable transaction fees (collectively, the “**Marathon Extension Transaction Fees**”) (as described in the Amended Marathon Engagement) and recoverable disbursements incurred in performing its obligations thereunder. The Applicant is directed to pay Marathon the Marathon Extension Transaction Fees and expenses payable under the Amended Marathon Engagement promptly when due.

11. **THIS COURT ORDERS** that Marathon, its affiliates, partners, directors, employees, agents and controlling persons shall have no liability with respect to any and all losses, claims, damages or liabilities, except to the extent same result from the gross negligence or wilful misconduct of Marathon in performing its obligations under the Amended Marathon Engagement.

KERP

12. **THIS COURT ORDERS** that the Key Employee Retention Plan (“**KERP**”), as approved by Order of this Court dated August 25, 2009, be and is hereby amended in accordance with the terms set out in paragraph 45 of the Bacon Affidavit.

13. **THIS COURT ORDERS** that, except as amended hereby, the KERP, as approved by Order of this Court dated August 25, 2009, shall remain in full force and effect.

MONITOR'S REPORTS


14. **THIS COURT ORDERS** that the Third Report of the Monitor dated October 25, 2009, the Fourth Report of the Monitor dated November 16, 2009, the Fourth Supplementary Report of the Monitor dated November 16, 2009, and the activities of the Monitor reported therein be and are hereby approved.

GENERAL

15. **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.

16. **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.



ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

NOV 30 2009

PER / PAR: *JSN*

Joanne Nicoara
Registrar, Superior Court of Justice

**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 SKYPOWER CORP.**

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

Proceeding commenced at Toronto

ORDER

GOODMANS LLP
Barristers & Solicitors
250 Yonge Street, Suite 2400
Toronto, Canada M5B 2M6

Robert Chadwick (LSUC# 35165K)
Fred Myers (LSUC#26310A)
Cathy Costa (LSUC# 46582L)
Tel: 416-979-2211
Fax: 416-979-1234

Lawyers for the Applicant

30 NOV 2009

Court File No.: 09-8321-00CL

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.

Nov 30/09

F Myers + C Costa for Interwind
(Applicant)

J. McDermid for Holt, Warshaw

R.T. Wright + J. Szuchni for KPMG Inc
Trustee

R. T. Coulson for West LB

L. P. D. for Interwind

The matter was not opposed.

Having reviewed the record as being

heard submissions I am satisfied that

it is appropriate to grant the requested

relief. The record includes the affidavit

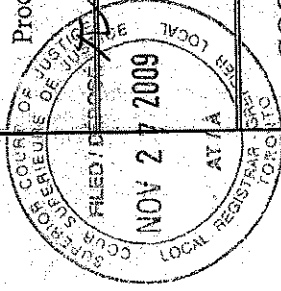
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of the Bank and the Fifth Report. Both

of the affidavit and the Report set out

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto



MOTION RECORD

GOODMANS LLP

Barristers & Solicitors
250 Yonge Street, Suite 2400
Toronto, Canada M5B 2M6

LATE FILING

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

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

Lawyers for Interwind Corp.

the basis for the requested extension of the stay.
I am satisfied that the Applicant continues
to work in good faith and with due diligence
such that the CCAA test for extension has
been satisfied and justifies an extension of
the stay to January 29/2010.

The secured lenders do not oppose the
amendment to the DP Plan, the increase
to the Wind Developed Self Power, the
completion of the Maratha Equest and the
amendments to the KERP. The secured
lenders have the senior interest in these
CCAA proceedings and the main objective
of the secured lenders is this significant.
The Trustee has also recommended that
these changes and variations be made.
I am satisfied that the granting of this
relief is appropriate.

I am also satisfied that the Proposed Addendum
to the DP Plan which relates to the
Maratha Equest be sealed as it
contains sensitive commercial information, the
disclosure of which could be
helpful to the Applicant.

Council to the Trustee ~~reported~~ confirmed
that no adverse comment has been
received in respect of the 3rd,
4th and 4th Symptom Reports and
in my view it is appropriate to
approve these reports and the
activities described therein.

An order shall issue in the form
presented.



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)**

PROCEEDINGS COMMENCED AT TORONTO

SIXTH REPORT OF THE MONITOR
(December 18, 2009)

BORDEN LADNER GERVAIS LLP

Barristers and Solicitors
Scotia Plaza, 40 King Street West
Toronto, Ontario
M5H 3Y4

Michael J. MacNaughton

Tel.: (416) 367-6646
Fax: (416) 682-2837
LSUC # 25889U

Roger Jaipargas

Tel: (416) 367-6266
Fax: (416) 361-7067
LSUC # 43275C

Lawyers for KPMG Inc., in its capacity as
Court-appointed Monitor of Interwind Corp.