

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

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

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

Applicant

MOTION RECORD
(returnable February 19, 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 February 19, 2010)**

Interwind Corp. (formerly known as SkyPower Corp.) (the "**Applicant**") will make a motion to a judge presiding over the Commercial List on Friday, February 19, 2010, at 10:00 a.m. or as soon after that time as the motion can be heard at the Courthouse, 330 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR:

1. An Order, *inter alia*:
 - (a) approving an interim distribution in the amount of CAD\$4 million and USD\$8.1 million to 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**”), and such further amounts from time to time as may be agreed between Interwind and the HSH Bank Syndicate, with the consent of the Monitor, or pursuant to such further Order of the Court;

- (b) approving a claims process that contemplates a call for certain claims against the directors and officers of the Company, certain post-filing claims against the Company, and the construction lien claims of Terrain Group, Jacques Whitford Stantec Limited and Golder Associates Ltd.;
- (c) extending the stay of proceedings to and including March 31, 2010; and
- (d) such further and other relief as the Applicant may request and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION are as follows:

2. Pursuant to the Order of this Court dated August 12, 2009 (the “**Initial Order**”), the Applicant was granted protection pursuant to the *Companies’ Creditors Arrangement Act* and an initial stay of proceedings to and including September 11, 2009. The stay of proceedings has been extended from time to time February 26, 2010;
3. As a result of the closing of various sale transactions, the Applicant is in a position to distribute certain proceeds of sale to the HSH Bank Syndicate, its first secured lender;
4. Counsel for the Monitor has confirmed the validity and enforceability of the HSH Bank Syndicate’s security;

5. The Initial Order established a \$1,250,000 charge in favour of the Company's directors and officers (the "**Directors' Charge**") for certain claims arising under paragraph 19 of the Initial Order;
6. As the Applicant's operations have ceased and most of its operating assets have been sold, it is appropriate to take steps to conclude all matters related to the Directors' Charge and to initiate a claims process (the "**Claims Process**") in respect of post-filing claims and certain construction lien claims;
7. The Applicant continues to act diligently and in good faith in respect of all matters relating to its proceedings;
8. The Applicant will be in a position to fund its obligations to March 31, 2010 without financing;
9. The stay extension sought by the Applicant will allow it to see the sale of substantially all of its remaining assets through to completion and to address post-closing matters. The stay extension will also provide the Applicant with an opportunity to address issues related to the further distribution of proceeds generated from the sale of its assets and to run the Claims Process;
10. The provisions of the CCAA;
11. Rules 2.03, 3.02, 16 and 37 of the *Rules of Civil Procedure* (Ontario); and
12. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. the Motion Record in connection with the within motion, filed;
2. the Tenth Report of the Monitor, filed; and
3. such further and other evidence as counsel may submit and this Honourable Court may admit.

Date: February 10, 2010

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

Court File No.: 09-8321-00CL

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

Proceeding commenced at Toronto

**NOTICE OF MOTION
(returnable February 19, 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 February 10, 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) approving an interim distribution in the amount of CAD\$4 million and USD\$8.1 million to 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”), and such further amounts from time to time as may be agreed between Interwind and the HSH Bank Syndicate, with the consent of the Monitor, or pursuant to such further Order of the Court;

- (b) approving a claims process that contemplates a call for certain claims against the directors and officers of the Company, certain post-filing claims against the Company, and the construction lien claims of Terrain Group, Jacques Whitford Stantec Limited and Golder Associates Ltd.; and
- (c) extending the stay of proceedings to and including March 31, 2010.

A. OVERVIEW OF PROCEEDINGS AND SALE TRANSACTIONS

(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, this Honourable Court granted the Company protection pursuant to the *Companies' Creditors Arrangement Act* (the “**Initial Order**”). The stay of proceedings in effect in respect of Interwind was extended by Order of the Court dated January 8, 2010, to and including February 26, 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) Repayment of DIP and Release of DIP Lender's Charge

6. Pursuant to the Initial Order, this Honourable Court authorized and empowered the Company to obtain and borrow under a credit facility (the "**DIP Facility**") from CIM Group (the "**DIP Lender**") in the maximum amount of USD \$15,000,000, in order to finance the Company's working capital requirements and other general corporate purposes and capital expenditures.
7. Pursuant to the Initial Order and as security for the credit facility, the DIP Lender was granted a charge (the "**DIP Lender's Charge**") on the assets and property of the Company.
8. On December 23, 2009, the Company repaid the DIP Facility in full from proceeds generated from certain completed sale transactions. By Order dated January 19, 2010, this Honourable Court authorized the release of the DIP Lender's Charge.
9. The Company will be in a position to fund its obligations to March 31, 2010 without financing.

(iii) Sale Transactions

10. 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**”).

11. 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., as monitor (the “**Monitor**”) dated October 25, 2009, previously filed with this Honourable Court.
12. With respect to the Development Business, bidders were permitted to bid on all major components of the business, including the Company’s: (a) Solar Operating Assets; (b) Solar Development Pipeline; (c) Wind Operating Assets; (d) Wind Development Business, or any combination thereof.
13. 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.
14. 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.
15. 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.

16. 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. It is expected that this transaction will close in February, 2010.
17. 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.
18. By Order dated January 19, 2010, this Honourable Court approved a transaction in respect of Interwind's wind development business to CPV Canada Development. It is expected that this transaction will close by February 12, 2010.

(v) *Office Location*

19. As reported in my Affidavit sworn January 14, 2010, as part of the sale of its solar business in October 2009, the Company assigned its lease to the premises located at 250 Yonge Street, Suite 1602, Toronto Ontario (the "**Leased Premises**"). Pursuant to a transition arrangement between the Company and the purchaser of the solar business, however, remaining employees of the Company were permitted to continue to work at the Leased Premises to January 8, 2010, with the ability to extend to the end of January if necessary. The cost of the office space and the use of office equipment was to be shared as agreed between the Company and the purchaser for the required occupancy period.
20. The Company requested an extension of the initial occupancy period in respect of the Leased Premises to February 9, 2010.
21. Given the expiry of the occupancy term, the Company has secured alternative 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 and beyond, if necessary.

B. DISTRIBUTION

22. As a result of the closing of the various sale transactions referenced above, the Company is in a position to distribute certain proceeds of sale.
23. The Applicant is requesting authority from this Honourable Court to distribute the sum of CAD\$4 million and USD\$8.1 million to HSH Nordbank AG, New York

Branch, as administrative agent and collateral agent on behalf of the HSH Bank Syndicate, the Company's first secured creditor. The Applicant is also seeking to distribute such further amounts from time to time as may be agreed between Interwind and the HSH Bank Syndicate, with the consent of the Monitor, or pursuant to such further Order of the Court.

24. As will be demonstrated in the cash-flow statement appended to the Monitor's Tenth Report (to be filed in connection with the within motion), after making the proposed interim distribution to the HSH Bank Syndicate, the Company will have sufficient cash remaining to account for court-ordered charges and the disbursement of amounts contemplated in the cash-flow statement to continue the Company's CCAA proceedings, including the administration of the Claims Process (defined below).
25. I understand that the Monitor's counsel has reviewed and confirmed the validity and enforceability of the HSH Bank Syndicate's security. A preliminary summary of the security held by the HSH Bank Syndicate was included in the Monitor's Seventh Report to Court dated December 23, 2009.

C. CLAIMS PROCESS

26. The Initial Order established a \$1,250,000 charge in favour of the Company's directors and officers (the "**Directors' Charge**") for claims arising under paragraph 19 of the Initial Order, being claims in respect of the following (collectively, the "**D&O Claims**"):

- (a) outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses payable on or after August 12, 2009, whether incurred prior to or after that date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
- (b) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (c) goods and services or other applicable sales taxes required to be remitted by the Company in connection with the sale of goods and services by the Company, but only where such sales taxes are accrued or collected after August 12, 2009, or where such sales taxes were accrued or collected prior to August 12, 2009, but not required to be remitted until on or after August 12, 2009; and
- (d) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the business by the Company.

27. Since the Company's operations have ceased and most of the operating assets have been sold, the Company believes that it is appropriate to take steps to conclude all matters related to the Directors' Charge and to initiate a claims process (the "**Claims Process**") for:

- (a) all D&O Claims;
- (b) post-filing claims, being claims arising from (i) the provision of authorized goods and services provided, or (ii) otherwise incurred in the ordinary course of business on or after August 12, 2009, but specifically excluding (x) any claims arising as a result of the termination or repudiation of any contract, agreement or lease pursuant to the Initial Order, and (y) any claims secured by any court-ordered charges (the “**Post-Filing Claims**”); and
- (c) the construction lien claims of Terrain Group, Jacques Whitford Stantec Limited and Golder Associates Ltd. (collectively, the “**Construction Lien Claims**”).

28. The Claims Process contemplates the following, *inter alia*:

- (a) A call for D&O Claims and Post-Filing Claims with a claims bar date of March 19, 2010;
- (b) A call for the Construction Lien Claims with a claims bar date of March 5, 2010;
- (c) The publication by the Monitor of a public notice in both the Toronto Globe and Mail (National Edition) and La Presse for a period of 2 business days;
- (d) The sending by the Monitor of a claims package to specified parties, including known creditors, relevant taxing authorities and the service list;
- (e) A review by the Monitor, with the Company’s assistance, of each proof of claim received by the claims bar date for the purpose of accepting,

revising or disallowing the amount claimed in each proof of claim by March 26, 2010;

(f) 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

(g) Service of a motion by April 16, 2010, for a determination of all unresolved, disputed claims.

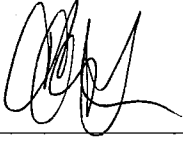
D. STAY EXTENSION

29. The Company continues to act diligently and in good faith in respect of all matters relating to its proceedings under the *Companies' Creditors Arrangement Act* and is seeking a stay extension to and including March 31, 2010.

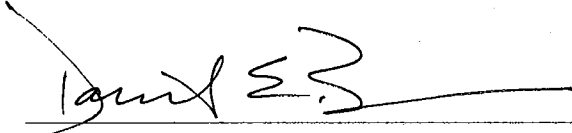
30. A 7.5-week cashflow for the period ending March 31, 2010, will be included in the Tenth Report of the Monitor, to be filed in connection with the within motion.

31. The stay extension sought by the Company will allow it to see the sale of substantially all of its remaining assets through to completion and to address post-closing matters. The stay extension will also provide the Company with an opportunity to address issues related to the further distribution of proceeds generated from the sale of its assets, to run the Claims Process, and to address ancillary matters in these proceedings.

SWORN before me at the City of
Toronto in the Province of Ontario on
February 10, 2010.



A Commissioner for taking affidavits



David Bacon
Chief Financial Officer

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

Court File No: 09-837

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF DAVID BACON
(sworn February 10, 2010)

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

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

Tel: 416.979.2211
Fax: 416.979.1234

Lawyers for Interwind Corp.

TAB 3

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

THE HONOURABLE ●)
)
JUSTICE ●) FRIDAY, THE 19th
) DAY OF FEBRUARY, 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 February 9, 2010, and the Tenth Report of KPMG Inc. as monitor (the "**Monitor**") dated February ●, 2010 (the "**Ninth 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., and such other parties as may be present,

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 Interwind Corp. to and including March 31, 2010.

DISTRIBUTION

3. **THIS COURT ORDERS** that the Applicant be and is hereby authorized to distribute to HSH Nordbank AG, New York Branch, as administrative agent and collateral agent on behalf of the HSH Bank Syndicate, the sum of CAD\$4 million and USD\$8.1 million, and such additional amounts from time to time as may be agreed between the Applicant and the HSH Bank Syndicate, with the consent of the Monitor, or pursuant to further Order of this Court.

MONITOR'S REPORTS

4. **THIS COURT ORDERS** that the Eighth Report of the Monitor dated January 15, 2010, the Ninth Report of the Monitor dated January 18, 2010 and the Ninth Supplementary Report of the Monitor dated January 18, 2010, and the actions and activities of the Monitor as reported therein be and are hereby approved.

GENERAL

5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, including, without limitation, the United States Bankruptcy Court for the District of Delaware, to give effect to this Order and assist the 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.

6. **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.

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.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER

GOODMANS LLP

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

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

Counsel to Interwind Corp.

TAB 4

CLAIMS PROCESS

1. **THIS COURT ORDERS** that, for purposes of the Claims Process only, the following terms shall have the following meanings:

- (a) “**Administrative Charge**” has the meaning given in the Initial Order;
- (b) “**Business Day**” means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (c) “**Claim**” means any right or claim of any Person, whether arising by statute, at law or in equity, now or hereafter existing or hereafter arising, whether or not asserted, in connection with any indebtedness, liability, obligation, right or thing of any nature or kind whatsoever, whether or not reduced to judgment, whether liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, foreseen or unforeseen, or arising by guarantee, surety or otherwise, and whether or not such liability is executory or anticipatory in nature, including any right of any Person to advance a claim for contribution, subrogation or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which right, claim, indebtedness, liability, right or obligation is based in whole or in part on facts existing or any act or omission, transaction or dealing or other occurrence existing or taking place on or prior to the Claims Bar Date or Construction Lien Claims Bar Date, as applicable, and, without limitation, including any claim arising from or relating to any indebtedness, obligation, right, thing or liability of any kind of the Applicant, howsoever arising, including pursuant to the terms of, or the breach, or termination, repudiation, rescission or cancellation of, any contract, arrangement or agreement or by reason of the commission of a tort, any breach of duty (including any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to any property or assets or any trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and, in relation to any of the above, including any interest that may accrue thereon for which

there is an obligation to pay, and costs which such Person would be entitled to receive; provided, however, that a "Claim" shall not include an Excluded Claim;

- (d) "**Claimant**" means a Person who has asserted a D&O Claim, a Post-Filing Claim or a Construction Lien Claim or could have asserted a D&O Claim, Post-Filing Claim or Construction Lien Claim but for the provisions herein concerning the Claims Bar Date or the Construction Lien Claims Bar Date, as applicable;
- (e) "**Claims Bar Date**" means 5:00 p.m. Toronto time on March 19, 2010;
- (f) "**Claim Package**" means the document package to be delivered by the Monitor pursuant to paragraph 4 hereof, which shall include a copy of this Order, without attachments, an Instruction Letter, a Proof of Claim and such other materials as the Monitor may consider necessary or appropriate;
- (g) "**Claims Process**" means the process for identifying, determining and/or barring a D&O Claim, Post-Filing Claim or Construction Lien Claim established by this Order;
- (h) "**Construction Lien Claim**" means the construction lien Claim of a Construction Lien Claimant;
- (i) "**Construction Lien Claimant**" means each of Terrain Group, Jacques Whitford Stantec Limited and Golder Associates Ltd.;
- (j) "**Construction Lien Claims Bar Date**" means 5:00 p.m. Toronto time on March 5, 2010;
- (k) "**Court**" means the Ontario Superior Court of Justice;
- (l) "**D&O Claim**" means any Claim of any Person against a Director and/or Officer of the Applicant which is indemnified by the Applicant pursuant to paragraph 19 of the Initial Order, being any Claim against a Director or Officer for:

- (a) outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses payable on or after August 12, 2009, whether incurred prior to or after that date, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
 - (i) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
 - (ii) goods and services or other applicable sales taxes required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such sales taxes are accrued or collected after August 12, 2009, or where such sales taxes were accrued or collected prior to August 12, 2009, but not required to be remitted until on or after August 12, 2009; and
 - (iii) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the business by the Applicant.
- (m) **“Director”** means anyone who is or was, or may be deemed to be or have been, a director of a Debtor;
- (n) **“Excluded Claims”** means the following claims, whether liquidated, unliquidated, fixed, contingent, matured or unmatured, disputed, undisputed, legal, equitable secured, unsecured, present, future, known or unknown, of whatsoever nature or kind and howsoever arising:

- (a) claims against the Applicant, other than a Post-Filing Claim, including without limitation any claims relating to the provision of goods and services provided before August 12, 2009;
 - (b) subject to the provision above, claims against any Person other than a Director or Officer in relation to a D&O Claim;
 - (c) claims, costs, charges and expenses claimed against a Director or Officer that are not indemnified under paragraph 19 of the Initial Order, including without limitation, by reason of any Director or Officer having actively participated in any breach of any related fiduciary duties or having been grossly negligent or guilty of wilful misconduct, none of which claims constitutes a "D&O Claim" pursuant to this Order;
 - (d) any Claim arising as a result of the termination or repudiation of any contract, agreement or lease pursuant to the Initial Order; and
 - (e) any Claim secured by the Administrative Charge, the KERP Charge or the Marathon Charge.
-
- (o) "**Instruction Letter**" means the instruction letter to Claimants regarding completion of a Proof of Claim, substantially in the form attached hereto as Schedule "B";
 - (p) "**KERP Charge**" has the meaning given in the Order of this Court dated August 25, 2009, as amended by the Order of this Court dated November 30, 2009;
 - (q) "**Marathon Charge**" has the meaning given in the Order of this Court dated August 25, 2009, as amended by the Order of this Court dated November 30, 2009;
 - (r) "**Notice of Acceptance**" means a written notice delivered by the Monitor to a Claimant advising of the acceptance of a D&O Claim, Post-Filing Claim or Construction Lien Claim in its entirety;

- (s) **“Notice of Dispute”** means the notice to be delivered by a Claimant, in accordance with paragraphs 15 and 16 hereof substantially in the form attached hereto as Schedule “E”;
- (t) **“Notice of Revision or Disallowance”** means the notice to be delivered by the Monitor to a Claimant, in accordance with paragraph 13 hereof, which shall be substantially in the form attached hereto as Schedule “D”;
- (u) **“Officer”** means anyone who is, was, or may be deemed to have been, or referred to as, an officer of the Applicant;
- (v) **“Person”** means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, government or any agency, officer or instrumentality thereof or any other entity;
- (w) **“Post-Filing Claim”** means any Claim of any Person against the Applicant that arose from (i) the provision of authorized goods and services provided, or (ii) otherwise incurred in the ordinary course of business on or after August 12, 2009, through to and including the Claims Bar Date;
- (x) **“Proof of Claim”** means the form to be completed and filed by a Claimant setting forth its purported Claim in accordance with paragraph 5 hereof, which shall be substantially in the form attached hereto as Schedule “C”;
- (y) **“Public Notice”** means the notice of this Claims Process to be published in accordance with paragraphs 2 and 3 hereof, substantially in the form of the notice attached hereto as Schedule “A”;
- (z) **“Secured Lenders”** means 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).

Publication of Notice

2. **THIS COURT ORDERS** that the Monitor shall take all reasonable steps to cause the Public Notice to be published in each of the Toronto Globe and Mail (National Edition) [and La Presse] within five (5) Business Days after the date hereof, or as soon as practicable thereafter for a period of two (2) Business Days.
3. **THIS COURT ORDERS** that the Monitor shall cause the Public Notice to be posted on the Monitor's website as soon as practicable after the date of this Order until ten (10) Business Days after the Claims Bar Date.

Claim Package

4. **THIS COURT ORDERS** that the Monitor shall send a copy of the Claim Package, by prepaid ordinary mail to the last known address of such Person as shown in the books and records of the Applicant to:
 - (a) each Person:
 - (i) reflected on the Applicant's accounts payable register as being a creditor of the Applicant as at the date of this Order;
 - (ii) identified in a schedule provided by the Applicant as being an employee or independent contractor performing services for the Applicant as at the date of this Order; and
 - (iii) identified to the Monitor by the Applicant as at the date of this Order, as having an existing or threatened litigation claim against the Applicant;
 - (b) the government agencies described on Schedule "F" attached hereto;
 - (c) the Construction Lien Claimants;
 - (d) all Persons who have notified the Monitor in writing of a potential D&O Claim or Post-Filing Claim;

- (e) any Person who makes a written request for a Claim Package of the Monitor at least three Business Days prior to the Claims Bar Date; and
- (f) the latest Service List in these proceedings, provided by the Applicant, by electronic transmission.

The Monitor shall be entitled to rely upon schedules and records provided to it by the Applicant as to the Persons entitled to receive the Claim Package and the Monitor shall have no liability with respect to its failure to send a Claim Package to any Person.

Claims Bar Date

5. **THIS COURT ORDERS** that:

- (a) any Claimant wishing to assert a D&O Claim or Post-Filing Claim shall deliver a Proof of Claim to the Monitor so that it is received by the Monitor on or before the Claims Bar Date; and
- (b) any Construction Lien Claimants wishing to assert a Construction Lien Claim shall deliver a Proof of Claim to the Monitor so that it is received by the Monitor on or before the Construction Lien Claims Bar Date.

6. **THIS COURT ORDERS** that any Claimant that does not deliver a Proof of Claim to the Monitor on or before the Claims Bar Date shall be and is hereby forever barred from making or enforcing a D&O Claim against any Director or Officer or a Post-Filing Claim and that any such D&O Claim and Post-Filing Claim (each, an “**Unasserted Claim**”) shall be forever extinguished, barred and released and all such Claimants shall be deemed to have fully and finally released and discharged all Unasserted Claims against each and every Director and Officer and the Applicant.

7. **THIS COURT ORDERS** that any Construction Lien Claimant that does not deliver a Proof of Claim to the Monitor on or before the Construction Lien Claims Bar Date shall be and is hereby forever barred from making or enforcing its Construction Lien Claim and that any such Construction Lien Claim (each, an “**Unasserted Constructed Lien Claim**”) shall be forever extinguished, barred and released and such Construction Lien

Claimant shall be deemed to have fully and finally released and discharged all Unasserted Construction Lien Claims against the Applicant.

Review Process

8. **THIS COURT ORDERS** that the Monitor is hereby authorized and directed to use reasonable discretion as to the adequacy of compliance as to the manner in which Proofs of Claim are completed and executed and may, where it is satisfied that a Proof of Claim has been adequately described or proven, waive strict compliance with the requirements of this Order as to completion and execution of the Proof of Claim.
9. **THIS COURT ORDERS** that any D&O Claim, Post-Filing Claim or Construction Lien Claim denominated in any currency other than Canadian dollars shall, for the purposes of this Claims Process, be converted to and constitute obligations in Canadian dollars, such calculation to be done by the Monitor using the Bank of Canada noon spot rate on the date of this Order.
10. **THIS COURT ORDERS** that the Monitor shall maintain a list of all D&O Claims, Post-Filing Claims and Construction Lien Claims received by it, including the name of the Claimant, the amount of the D&O Claim, Post-Filing Claim and Construction Lien Claim, the nature and particulars of the D&O Claim, Post-filing Claim and Construction Lien Claim and, in the case of a D&O Claim, the name of any Director or Officer in respect of whom the Proof of Claim is made and whether the D&O Claim appears or does not appear to give rise to a Claim secured by the D&O Charge. The Monitor shall provide a copy of such summary to the Secured Lenders and copies of such summary and the Proofs of Claim it has received to the Applicant and any applicable Director or Officer.

Review of and Response to D&O Claims and Post-Filing Claims

11. **THIS COURT ORDERS** that the Monitor, with the assistance of the Applicant, shall review each Proof of Claim received by the Claims Bar Date and Construction Lien Claims Bar Date, as applicable, and, subject to this Order and any further Order of this Court, shall either accept, revise or disallow the amount claimed in each such Proof of

Claim. The Monitor shall consult with the Secured Lenders in respect of any Proof of Claim above \$5,000.

12. **THIS COURT ORDERS** that if the Monitor, with the assistance of the Applicant, accepts a D&O Claim, Post-Filing Claim or Construction Lien Claim asserted in its entirety, the Monitor shall send a Notice of Acceptance to the applicable Claimant.
13. **THIS COURT ORDERS** that, if the Monitor, with the assistance of the Applicant, disputes a D&O Claim, Post-Filing Claim or Construction Lien Claim asserted, the Monitor may attempt to consensually resolve the amount of such D&O Claim, Post-Filing Claim or Construction Lien Claim with the Claimant and the Applicant and, in the case of a D&O Claim, the applicable Director or Officer, and/or send a Notice of Revision or Disallowance to the Claimant, in relation to such disputed claim by no later than March 26, 2010 in the case of a D&O Claim and Post-Filing Claim, and no later than March 12, 2010, in the case of a Construction Lien Claim. The Monitor shall consult with the Secured Lenders in this regard in respect of any D&O Claim, Post-Filing Claim or Construction Lien Claim above \$5,000.
14. **THIS COURT ORDERS** that the Monitor will provide a copy of any D&O Claim filed to the applicable Director and Officer, or such Director or Officer's counsel, and shall allow such Director or Officer or counsel to review and provide comments in respect of any Notice of Acceptance or Notice of Revision or Disallowance that the Monitor intends to deliver to a Claimant in respect of such D&O Claim and prior to the delivery thereof.

Notices of Dispute

15. **THIS COURT ORDERS** that any applicable Claimant may dispute the revision or disallowance of a D&O Claim, Post-Filing Claim or Construction Lien Claim by the Monitor, in which case the D&O Claim, Post-Filing Claim or Construction Lien Claim shall be resolved or determined in accordance with this Order and any subsequent Orders of this Court.

16. **THIS COURT ORDERS** that any Claimant who intends to dispute a Notice of Revision or Disallowance, shall deliver a Notice of Dispute to the Monitor within ten (10) Business Days of the date of receipt of the Notice of Revision or Disallowance.
17. **THIS COURT ORDERS** that, upon receipt of a Notice of Dispute, the Monitor may attempt to consensually resolve the amount of the D&O Claim, Post-Filing Claim or Construction Lien Claim with the Claimant and the Applicant and, in the case of a D&O Claim, the applicable Director or Officer. In the case of a D&O Claim, Post-Filing Claim or Construction Lien Claim above \$5,000, the Monitor shall consult with the Secured Lenders in this regard.
18. **THIS COURT ORDERS** that if a Claimant does not deliver a Notice of Dispute in accordance with the provisions of and timeframes provided by paragraph 16 hereof, then the Notice of Revision or Disallowance shall be deemed to be accepted as final and binding on the Claimant, and the Claimant shall be and is hereby forever barred from making or enforcing the D&O Claim, Post-Filing Claim or Construction Lien Claim, as applicable, to the extent that it exceeds the amount, if any, accepted in the Notice of Revision or Disallowance (the “**Excess Claim**”) and the Excess Claim shall be forever extinguished, barred and released, and the Claimant shall be deemed to have fully and finally released and discharged the Excess Claim.

Reporting to the Court on Claims Process

19. **THIS COURT ORDERS** that the Monitor shall report to this Court regarding the outcome of the Claims Process particularizing, among other things, the number and value of the Proofs of Claim submitted, a summary of the D&O Claims, Post-Filing Claims and Construction Lien Claims that were accepted, revised and disallowed, the nature of the disputes that exist and whether, in the case of D&O Claims, such claims that were filed would appear to be or not to be Claims secured by the Directors’ Charge.
20. **THIS COURT ORDERS** that the Monitor or the Applicant shall serve a motion by April 16, 2010, for the determination of all unresolved, disputed D&O Claims, Post-Filing Claims and Construction Lien Claims.

Notices and Communications

21. **THIS COURT ORDERS** that, except as set out in this Order, any notice, form or other communication to be given under this Claims Process shall be in writing, and where applicable, in substantially the form provided for in this Order. Such notice or other communication will be sufficiently given to a Claimant if delivered by prepaid ordinary mail, courier, delivery, facsimile transmission or electronic mail to the address, facsimile number or e-mail address for such Claimant as may be recorded in the books and records of the Applicant or in the Claimant's Proof of Claim, or to such other address, facsimile number or e-mail address as such Claimant may request by notice to the Monitor given in accordance with this Order. Any such notice or other communication:
- (a) if given by prepaid ordinary mail, shall be deemed received on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada and the eighth Business Day after mailing, internationally;
 - (b) if given by courier or delivery shall be deemed received on the next Business Day following dispatch; and
 - (c) if given by facsimile transmission or electronic mail before 5:00 p.m. on a Business Day shall be deemed received on such Business Day and, if given by facsimile transmissions or electronic mail after 5:00 p.m. on a Business Day, shall be deemed received on the following Business Day.
22. **THIS COURT ORDERS** that any notice, form or other communication to be given under this Claims Process to the Applicant or the Monitor shall be in writing and, where applicable, substantially in the form provided for in this Order and will be sufficiently given only if delivered by courier, personal delivery or facsimile transmission addressed to:

(a) in the case of the Monitor:

KPMG Inc., as Monitor of Interwind Corp.,
Suite 4600
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2S5

Attention: Todd Martin / Jenny Poulos
Fax No.: (416) 777-3364
Telephone: (416) 777-8245 / (416) 777-3495
Email: interwind@kpmg.ca

(b) in the case of the Applicant:

Interwind Corp.
c/o Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Robert Chadwick
Telephone: (416) 597-4285
Fax No.: (416) 979-1234

Any such notice or other communication delivered to the Monitor or the Applicant shall be deemed to be received only upon actual receipt thereof during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

23. **THIS COURT ORDERS** that if during any period during which notices or other communications are being given pursuant to this Claims Process a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or electronic mail or facsimile transmission in accordance with this Claims Process.

24. **THIS COURT ORDERS** that nothing in this Claims Process shall prejudice the rights and remedies of any Director or Officer, under any existing Directors and Officers insurance policy or prevent or bar any Person from seeking recourse against or payment from any Director's and/or Officer's liability insurance policy or policies that may exist to protect or indemnify any Director and/or Officer whether such recourse or payment is sought directly by the Claimant from the insurer or derivatively through the Director or Officer or of the Applicant. Provided, however, that nothing in this Order shall create any rights in favour of such Person under any policies of insurance nor shall anything in this Order limit, remove, modify or alter any defence to such claim available to the insurer pursuant to the provisions of any insurance policy or at law.

General Provisions

25. **THIS COURT ORDERS** that the provisions of this Order concerning D&O Claims, Post-Filing Claims and Construction Lien Claims including, without limitation, the provisions concerning the Claims Bar Date and Construction Lien Claims Bar Date and their effect, and the determinations of the Monitor, the Applicant and the Court in respect thereof, shall survive the bankruptcy or receivership of the Applicant, and shall be binding upon any trustee in bankruptcy or receiver appointed in respect of the Applicant.
26. **THIS COURT ORDERS** that the Monitor, the Applicant, any Director or Officer in the case of a D&O Claim only, and any other affected Person may apply to the Court for advice and directions, and have standing to be heard, with respect to any dispute regarding the acceptance, revision, disallowance or settlement of any D&O Claim, Post-Filing Claim or Construction Lien Claim.
27. **THIS COURT ORDERS** that the Monitor and the Applicant may apply to this Court for advice and direction in connection with the discharge or variation of their respective powers and duties under or otherwise in relation to this Order.
28. **THIS COURT HEREBY REQUESTS** the aid and recognition (including assistance pursuant to section 17 of the CCAA, as applicable) of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament

of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order.

29. **THIS COURT ORDERS** that references in this Order to the singular include the plural, to the plural include the singular and to any gender include the other gender.
-

SCHEDULE "A"

**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

PUBLIC NOTICE

**NOTICE OF CLAIMS BAR DATE FOR CLAIMS AGAINST CERTAIN PARTIES
PURSUANT TO THE *COMPANIES' CREDITORS ARRANGEMENT ACT* ("CCAA")**

NOTICE IS HEREBY GIVEN that, pursuant to an Order of the Ontario Superior Court of Justice made on February 19, 2010 (the "**Claims Process Order**"), a claims procedure was approved for the determination of certain claims of any person against existing and former directors and officers (collectively, the "**D&O Claims**") of Interwind Corp. (formerly known as SkyPower Corp.) (the "**Debtor**"), any claim against the Debtor arising from the provision of authorized goods and services provided or otherwise incurred on or after August 12, 2009 (collectively, the "**Post-Filing Claims**"), and the construction lien claims of Terrain Group, Jacques Whitford Stantec Limited and Golder Associates Ltd. against the Debtor (the "**Construction Lien Claims**").

PLEASE TAKE NOTICE that the claims process only addresses certain claims against the existing and former directors and officers of the Debtor defined as D&O Claims in the Claims Process Order, only certain claims against the Debtor defined as Post-Filing Claims in the Claims Process Order, and only certain claims against the Debtor defined as Construction Lien Claims in the Claims Process Order. **THIS CLAIMS PROCESS DOES NOT ADDRESS OR REQUIRE THE FILING OF ANY CLAIMS AGAINST A DIRECTOR OR OFFICER THAT IS NOT A D&O CLAIM OR ANY CLAIM AGAINST THE DEBTOR THAT IS NOT A POST-FILING CLAIM OR CONSTRUCTION LIEN CLAIM, AS DEFINED IN THE CLAIMS PROCESS ORDER.**

THE CLAIMS BAR DATE IS 5:00 P.M. (TORONTO TIME) ON MARCH 19, 2010 FOR D&O CLAIMS AND POST-FILING CLAIMS (the "Claims Bar Date) AND 5:00 P.M.

(TORONTO TIME) ON MARCH 5, 2010 FOR CONSTRUCTION LIEN CLAIMS (the “Construction Lien Claims Bar Date”).

PROOFS OF CLAIM RELATING TO D&O CLAIMS AND POST-FILING CLAIMS MUST BE FILED WITH THE MONITOR ON OR BEFORE THE CLAIMS BAR DATE AND PROOFS OF CLAIM RELATING TO CONSTRUCTION LIEN CLAIMS MUST BE FILED WITH THE MONITOR ON OR BEFORE THE CONSTRUCTION LIEN CLAIMS BAR DATE FAILING WHICH ALL SUCH CLAIMS WILL BE BARRED AND FOREVER EXTINGUISHED.

The Monitor will send a Claim Package to persons referenced in the Claims Process Order in accordance with such order and to each Person who has notified the Monitor of a D&O Claim or Post-Filing Claim at least 3 business days prior to the Claims Bar Date. Persons requiring information regarding the Claims Process or claim documentation may contact KPMG Inc., the Court-appointed Monitor of Interwind Corp., Attention: Jenny Poulos (Telephone (416) 777-3495, Fax No.: (416) 777-3364 and Email: interwind@kpmg.ca). Forms are also available on the Monitor's website at www.kpmg.ca/interwind.

SCHEDULE "B"

**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

**INSTRUCTION LETTER FOR CLAIMS PROCESS FOR
D&O CLAIMS, POST-FILING CLAIMS AND
CERTAIN CONSTRUCTION LIEN CLAIMS**

A. CLAIMS PROCESS

By order of the Ontario Superior Court of Justice dated February 19, 2010 (the "**Claims Process Order**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "**CCAA**"), KPMG Inc., the court-appointed monitor (the "**Monitor**") of Interwind Corp. (formerly known as SkyPower Corp.) (the "**Debtor**") has been authorized to conduct a claims process (the "**Claims Process**") for the determination of certain claims against existing and former directors and officers the Debtor, certain post-filing claims against the Debtor (the "**Post-Filing Claims**") and the construction lien claims of Terrain Group, Jacques Whitford Stantec Limited and Golder Associates Ltd. (the "**Construction Lien Claims**").

This letter provides instructions for completing the Proof of Claim. Capitalized terms, which are not defined herein, shall have the meaning ascribed thereto in the Claims Process Order.

THIS CLAIMS PROCESS DOES NOT ADDRESS OR REQUIRE THE FILING OF ANY CLAIMS AGAINST A DIRECTOR OR OFFICER THAT IS NOT A D&O CLAIM OR ANY CLAIM AGAINST THE DEBTOR THAT IS NOT A POST-FILING CLAIM OR CONSTRUCTION LIEN CLAIM, AS DEFINED IN THE CLAIMS PROCESS ORDER.

The Claims Process Order deals with D&O Claims, Post-Filing Claims and the Construction Lien Claims and should be reviewed in relation to the Claims Process and the Claims to be filed pursuant to the Claims Process. Such D&O Claims, Post-Filing Claims and Construction Lien Claims shall be valued in Canadian dollars. All D&O Claims, Post-Filing Claims and

Construction Lien Claims denominated in a currency other than Canadian dollars shall, for the purpose of the Claims Process, be converted to and constitute obligations in Canadian dollars using the Bank of Canada nominal spot rate on February 19, 2010. If D&O Claims, Post-Filing Claims or Construction Lien Claims are so converted the conversion rate and the original currency denomination used should be provided as part of the Proof of Claim.

If you have any questions regarding the Claims Process, please contact the Monitor at the address provided below. All notices and enquiries with respect to the Claims Process should be addressed to:

By Mail:

KPMG Inc., as Monitor of Interwind Corp.,
Suite 4600
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2S5

Attention: Todd Martin / Jenny Poulos

By Courier or Personal Delivery:

KPMG Inc., as Monitor of Interwind Corp.,
Suite 4600
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2S5

Attention: Todd Martin / Jenny Poulos

By Fax:

KPMG Inc., as Monitor of Interwind Corp.,

Attention: Todd Martin / Jenny Poulos
Fax No.: (416) 777-3364
Telephone: (416) 777-8245 / (416) 777-3495

By Email: interwind@kpmg.ca

B. FOR CLAIMANTS SUBMITTING A PROOF OF CLAIM

If you believe that you have a D&O Claim against one or more of the Directors or Officers, a Post-Filing Claim or if you have a Construction Lien Claim, you must file a Proof of Claim with the Monitor. **Proofs of Claim in respect of D&O Claims and Post-Filing Claims must be received at the address set forth above by no later than 5:00 p.m. (Toronto Time) on March 19, 2010 (the “Claims Bar Date”) and Proofs of Claims in respect of Construction Lien Claims must be received at the address set forth above by no later than 5:00 p.m. (Toronto Time) on March 5, 2010.**

Additional Proofs of Claim forms are available from the Monitor upon request and can also be found on the Monitor’s website at www.kpmg.ca/interwind.

SCHEDULE "C"

**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

PROOF OF CLAIM

**THIS PROOF OF CLAIM IS NOT TO BE USED FOR ANY CLAIM AGAINST A
DIRECTOR OR OFFICER THAT IS NOT A D&O CLAIM OR ANY CLAIM AGAINST
INTERWIND CORP. THAT IS NOT A POST-FILING CLAIM OR CONSTRUCTION
LIEN CLAIM AS DEFINED IN THE CLAIMS PROCESS ORDER**

A. PARTICULARS OF CLAIMANT:

1. Full Legal Name of Claimant: _____

2. Full Mailing Address of Claimant:

3. Telephone Number: _____

Facsimile Number: _____

Attention (Contact Person): _____

E-mail address: _____

B. PROOF OF CLAIM

I, _____ [name of Claimant or Representative of the Claimant], of _____

do hereby certify:

(a) that I [tick one]

(In the case of an individual which is the Claimant) I am the Claimant in respect of the claim set forth in (c) below; OR

(In the case of a corporation which is the Claimant) am _____
(state position or title)

of _____
(name of Claimant)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) that I [tick one]

assert a D&O Claim against one or more of the Directors and Officers of Interwind Corp. in the amount of Cdn\$ _____ [insert \$ value of D&O Claim]

Name of Director(s) and/or Officer(s) in respect of whom a D&O Claim is being filed: _____

assert a Post-Filing Claim against Interwind Corp. in the amount of Cdn\$ _____ [insert \$ value of Post-Filing Claim]

assert a Construction Lien Claim against Interwind Corp. in the amount of Cdn\$ _____ [insert \$ value of Construction Lien Claim]

If D&O Claims, Post-Filing Claims or Construction Lien Claims have been converted into Canadian dollars, the conversion rate used should be the Bank of Canada spot rate at noon on February 19, 2010. Particulars of the original currency denomination and the conversion rate used should be provided as part of this Proof of Claim.)

C. PARTICULARS OF CLAIM:

The particulars of the Claimant's D&O Claim, Post-Filing Claim or Construction Lien Claim are attached.

(Provide all particulars of the D&O Claim, Post-Filing Claim or Construction Lien Claim, including in the case of a D&O Claim, the name of each Director and Officer against whom the Claimant is claiming a description and relevant dates of the transaction(s) or agreement(s) giving rise to the D&O Claim and in the case of a D&O Claim the name of each Director and Officer against whom the Claimant is claiming. All supporting documentation must be attached.)

D. FILING OF CLAIM

This Proof of Claim in respect of a D&O Claim or Post-Filing Claim must be received by the Monitor by no later than 5:00 p.m. (Toronto Time) on March 19, 2010, and the Proof of Claim in respect of a Construction Lien Claim must be received by the Monitor by no later than 5:00 p.m. (Toronto Time) on March 5, 2010, by courier, personal delivery or facsimile transmission at the following address:

By Mail:

KPMG Inc., as Monitor of Interwind Corp.
Suite 4600
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2S5

Attention: Todd Martin / Jenny Poulos

By Courier or Personal Delivery:

KPMG Inc., as Monitor of Interwind Corp.
Suite 4600
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2S5

Attention: Todd Martin / Jenny Poulos

By Fax:

KPMG Inc., as Monitor of Interwind Corp.
Attention: Todd Martin / Jenny Poulos
Fax No.: (416) 777-3364
Telephone: (416) 777-8245 / (416) 777-3495

By Email: interwind@kpmg.ca

Failure to file your Proof of Claim as directed by 5:00 p.m. on March 19, 2010 (Toronto Time) in the case of a D&O Claim and Post-Filing Claim and by 5:00 p.m. on March 5, 2010, in the case of a Construction Lien Claim, will result in your D&O Claim, Post-Filing Claim or Construction Lien Claim being barred and forever extinguished and you will be prohibited from making or enforcing such D&O Claim against the applicable Directors or Officers or such Post-Filing Claim or Construction Lien Claim against Interwind Corp. (subject to the terms of the Claims Process Order).

Dated at _____, this _____ day of _____, 2010.

[Insert Name of Claimant: _____]

Per: _____
Name

Signature: _____

SCHEDULE "D"

**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

NOTICE OF REVISION OR DISALLOWANCE

Name of Claimant: _____

Reference #: _____

Pursuant to paragraph 11 of the Claims Process Order dated February 19, 2010, KPMG Inc., in its capacity as the court-appointed Monitor of Interwind Corp., hereby gives you notice that it has reviewed the Proof of Claim against **[insert name of applicable Director or Officer/Interwind Corp.]** filed by **[insert name of Claimant]** and has revised or rejected such **[D&O Claim/Post-Filing Claim/Construction Lien Claim]** as follows:

	[D&O Claim/Post-Filing Claim/Construction Lien Claim] as Submitted	[D&O Claim/Post Filing Claim/Construction Lien Claim] as Accepted
Total Claim		

Reasons for any revision or disallowance:

If you do not agree with this Notice of Revision or Disallowance and you intend to dispute it, you must, **within ten Business Days of the date of deemed receipt of this Notice of Revision or Disallowance**, deliver a Notice of Dispute to the Monitor by courier, personal delivery or facsimile transmission to the addresses or fax number indicated herein. The form of Notice of Dispute is attached to this Notice. If a Notice of Dispute is not delivered in accordance with this Notice and the Claims Process Order, the value of the within referenced **[D&O Claim/Post-Filing Claim/Construction Lien Claim]** shall be deemed to be as set out in this Notice of Revision or Disallowance.

Address for Service of Notice of Dispute:

By Mail:

KPMG Inc., as Monitor of Interwind Corp.
Suite 4600
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2S5

Attention: Todd Martin / Jenny Poulos

By Courier or Personal Delivery:

KPMG Inc., as Monitor of Interwind Corp.
Suite 4600
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2S5
Attention: Todd Martin / Jenny Poulos

By Fax:

KPMG Inc., as Monitor of Interwind Corp.
Attention: Todd Martin / Jenny Poulos
Fax No.: (416) 777-3364
Telephone: (416) 777-8245 / (416) 777-3495

By Email: interwind@kpmg.ca

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at _____, this _____ day of _____, 2010.

**KPMG INC.,
In its capacity as court-appointed Monitor of Interwind Corp.**

SCHEDULE "E"

**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

NOTICE OF DISPUTE

Name of Claimant: _____

Reference #: _____

Pursuant to paragraph 15 of the Claims Process Order dated February 19, 2010, the Claimant, hereby notifies the Monitor of its intention to dispute the Notice of Revision or Disallowance dated ●, 2010 issued by KPMG Inc., in its capacity as the court-appointed Monitor of Interwind Corp..

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Signature of Individual: _____

Date: _____

(Please print name): _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Full Mailing Address: _____

E-mail Address: _____

**THIS FORM AND SUPPORTING DOCUMENTATION MUST BE RETURNED BY
COURIER, PERSONAL DELIVERY OR FACSIMILE TRANSMISSION TO THE
ADDRESS INDICATED BELOW WITHIN 10 BUSINESS DAYS OF THE DATE OF
DEEMED RECEIPT OF THE NOTICE OF REVISION OR DISALLOWANCE.**

Address for Service of Dispute Notices:

By Mail:

KPMG Inc., as Monitor of Interwind Corp.
Suite 4600
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2S5

Attention: Todd Martin / Jenny Poulos

By Courier or Personal Delivery:

KPMG Inc., as Monitor of Interwind Corp.
Suite 4600
Bay Adelaide Centre
333 Bay Street
Toronto, Ontario M5H 2S5
Attention: Todd Martin / Jenny Poulos

By Fax:

KPMG Inc., as Monitor of Interwind Corp.
Attention: Todd Martin / Jenny Poulos
Fax No.: (416) 777-3364
Telephone: (416) 777-8245 / (416) 777-3495

By Email: interwind@kpmg.ca

Executed as of the above-written date by

Per:

(Signature)

(Print Name)

SCHEDULE "F"

GOVERNMENTAL AGENCIES

Department of Justice

The Exchange Tower
130 King Street West
Suite 3400
Post Office Box 36
Toronto, ON
M5X 1K6

Diane Winters /Peter Zevenhuizen

Tel: (416) 973.3172

Fax: (416) 973.0810

E-mail: diane.winters@justice.gc.ca / Peter.Zevenhuizen@justice.gc.ca;

Workplace Safety & Insurance Board (WSIB)

Legal Services Branch
200 Front Street West
P.O. Box 4115, Station "A"
Toronto, ON M5W 2V3

Eric Kupka

Tel: 416-344-3148

Fax: 416-344-3160

E-Mail: eric_kupka@wsib.on.ca

Ontario Ministry of Labour

Employment Standards Program
Central Region Insolvencies and Collections
1201 Wilson Ave., 2nd Floor –Bldg. E
Toronto, Ontario
M3M 1J8

Nancy Walters

E-Mail: nancy.walters@ontario.ca

Ministry of Finance (Ontario)

Office of Legal Services
33 King Street West, 6th Floor
Oshawa, Ontario
L1H 8H5

Kevin J. O'Hara

Tel: 905-433-6934

Fax: 905-436-4510

E-Mail: kevin.ohara@fin.gov.on.ca

Ministry of Finance

Legal Services Branch
Ministry of Attorney General
2nd Floor, 1001 Douglas Street
PO Box 9280 Stn Prov Govt
Victoria BC V8W 9J7

Facsimile: 250-356-0065

Alberta Finance and Enterprise

Tax and Revenue Administration
9811 - 108 Street
Edmonton, Alberta, T5K 2L5

Tel: (780) 427-2200

Fax: (780) 427-0348

Tra.revenue@gov.ab.ca

Saskatchewan Finance

2350 Albert Street
Regina, SK S4P 4A6

Tel: (306) 787-6768

Fax: (306) 787-0241

Heather A. Sinclair

Saskatchewan Ministry of Justice and Attorney General

Tel: (306) 787-8919

Fax: (306) 787-0581

E-mail: heather.sinclair@gov.sk.ca

Department of Finance - Taxation

401 York Avenue, Room 415
Winnipeg, Manitoba
R3C 0P8

Barry Draward

Tel: 204. 945.3758

Fax: 204.945.0896

E-mail: Barry.draward@gov.mb.ca

Ministère du Revenu

3800, rue de Marly, secteur 6-2-5
Québec (Québec) G1X 4A5

Legal Department

Tel: 418 652-6835

Fax: 418 643-7379

Email: cabinet@mrq.gouv.qc.ca

Department of Finance

Centennial Building

Room: 371, Floor: 3

P. O. Box 6000

Fredericton, NB

E3B 5H1

Greg Byrne

Tel: (506) 453-2451

Fax: (506) 457-4989

E-mail: greg.byrne@gnb.ca

Nova Scotia Department of Finance

PO Box 187, 1723 Hollis St.

Halifax NS B3J 2N3

Tel: 902.424.5554

Fax: 902.424.0635

E-mail: FinanceWeb@gov.ns.ca

Doug Moodie

Tel: 902.424.4295

Fax: 902.424.4556

E-mail: moodiedj@gov.ns.ca

If Service is made by Email cc:

Paul B Davies - DAVIESPB@gov.ns.ca

Edward Gores - GORESEA@gov.ns.ca

Francis Moore - MOOREF@gov.ns.ca

Department of Finance

P.O. Box 8700

2nd Floor, East Block Confederation Building

St. John's, NL A1B 4J6

Tel: (709) 729-2944

Fax: (709) 729-2070

finance@gov.nl.ca

Robert Constantine

Email: rconstantine@gov.nl.ca

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

Court File No.: 09-8321-00CL

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

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

Proceeding commenced at Toronto

**MOTION RECORD
(returnable February 19, 2010)**

GOODMANS LLP

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

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

Tel: 416-979-2211

Fax: 416-979-1234

Lawyers for Interwind Corp.