

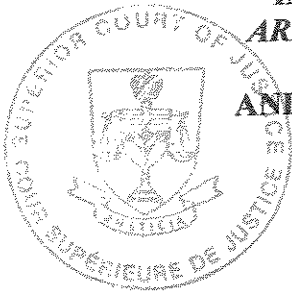
**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**THE HONOURABLE MR.) MONDAY, THE 21ST
JUSTICE MORAWETZ) DAY OF DECEMBER, 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.**

Applicant



APPROVAL AND VESTING ORDER

THIS MOTION, made by Interwind Corp. (formerly SkyPower Corp.) (the “Debtor”) for an order approving (i) the sale transaction (the “Asset Transaction”) contemplated by an asset transfer agreement (the “Asset Transfer Agreement”) between the Debtor and a wholly-owned subsidiary of the Debtor to be incorporated in connection with the Asset Transaction (the “Asset Purchaser”), attached as Exhibit “A” to the Affidavit of David Bacon sworn December 15, 2009 (the “Bacon Affidavit”), and (ii) the subsequent sale transaction (the “Share Transaction”) contemplated by a share purchase agreement (the “Share Purchase Agreement”) between the Debtor and enXco Service Corporation (the “Share Purchaser”) made as of December 15, 2009, attached as Exhibit “B” to the Bacon Affidavit, vesting in the Asset Purchaser all right, title and interest in and to the assets described in the Asset Transfer Agreement (the “Purchased Assets”) and vesting in the Share Purchaser all right, title and interest in and to the shares described in the Share Purchase Agreement (the “Purchased Shares”), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the report of KPMG Inc., as monitor (the “Monitor”) dated on December 18, 2009, and on hearing the submissions of counsel for the Debtor, the Asset Purchaser, the

Share Purchaser, 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) (collectively, the “**Bank Syndicate**”), Lehman Brothers Holdings Inc., CIM Group, West LB AG, Toronto Branch, and Norddeutsche Landesbank Girozentrale, New York Branch, no one appearing for any other person on the Service List,

1. THIS COURT ORDERS AND DECLARES that the Asset Transaction is hereby approved. The execution of the Asset Transfer Agreement by the Debtor, with such amendments, deletions and additions as the parties thereto may agree, is hereby authorized and approved, and the Debtor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Asset Transaction and for the conveyance of the Purchased Assets to the Asset Purchaser. The Asset Transaction shall be considered in all respects as a judicial sale.

2. THIS COURT ORDERS AND DECLARES that the Share Transaction is hereby approved, ~~and that the Share Purchase Agreement is commercially reasonable and in the best interests of the Debtor and its stakeholders.~~ The execution of the Share Purchase Agreement by the Debtor, with such amendments, deletions and additions as the parties thereto may agree, is hereby authorized and approved, and the Debtor is hereby authorized and directed to take such additional steps and execute such additional documents as may be necessary or desirable for the completion of the Share Transaction and for the conveyance of the Purchased Shares to the Share Purchaser. The Share Transaction shall be considered in all respects as a judicial sale.

3. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor’s certificate to the Asset Purchaser substantially in the form attached as Schedule A hereto (the “**Monitor’s First Certificate**”), all right, title and interest in and to the Purchased Assets described in the Asset Transfer Agreement and listed on Schedule B hereto, shall vest in and, in the Province of Quebec, be transferred to, the Asset Purchaser (or the Asset Purchaser’s designee as identified in the Monitor’s First Certificate), its successors and assigns, absolutely, exclusively and forever, pursuant to this Order, free and clear of and from any and all rights, titles, interests, security interests (whether contractual, statutory, or otherwise), prior claims, hypothecs, hypothecation, existing or future rights of accession, security interests (whether contractual,

statutory, or otherwise), mortgages, pledges, estates, trusts or deemed trusts (whether contractual, statutory, or otherwise), judgments, liens, priorities, agreements, executions, assignments, writs of seizure and sale, options, liabilities (whether direct, indirect, absolute or contingent), taxes, executions, levies, charges or encumbrances or any other rights, claims, claims provable in bankruptcy, disputes and debts, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the “**Asset Claims**”) including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by an Order or Orders of the Ontario Superior Court of Justice in these proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule C hereto (all of which are collectively referred to as the “**Asset Encumbrances**”) and, for greater certainty, this Court orders that all of the Asset Encumbrances affecting or relating to the Purchased Assets are hereby expunged and discharged as against the Purchased Assets.

4. THIS COURT ORDERS that for the purposes of determining the nature and priority of the Asset Claims (A) the net proceeds, including the delivery of the Purchased Shares to the ~~seller~~^{Debtor}, from the sale of the Purchased Assets to the Asset Purchaser shall stand in the place and stead of the Purchased Assets, and (B) until the vesting of the Purchased Shares in the ~~Asset~~^{Share} Purchaser at the Closing Time (as defined in the Share Purchase Agreement), the Purchased Shares shall be deemed to be charged and pledged to the Bank Syndicate under their respective security agreements with the Debtor in priority to any interests of the Debtor or other Encumbrance, excluding the charges previously granted by this Court, and that from and after the delivery of the Monitor’s First Certificate all Asset Claims and Asset Encumbrances shall attach to the net proceeds from the sale of the Purchased Assets with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

5. THIS COURT ORDERS AND DECLARES that upon the delivery of a Monitor’s certificate to the Share Purchaser substantially in the form attached as Schedule D hereto (the “**Monitor’s Second Certificate**”), all right, title and interest in and to the Purchased Shares

described in the Share Purchase Agreement and listed on Schedule E hereto, shall vest in and, in the Province of Quebec, be transferred to, the Share Purchaser (or the Share Purchaser's designee as identified in the Monitor's Second Certificate), its successors and assigns, absolutely, exclusively and forever, pursuant to this Order, free and clear of and from any and all rights, titles, interests, security interests (whether contractual, statutory, or otherwise), prior claims, hypothecs, hypothecation, security interests (whether contractual, statutory, or otherwise), mortgages, pledges, estates, trusts or deemed trusts (whether contractual, statutory, or otherwise), judgments, liens, priorities, agreements, executions, assignments, writs of seizure and sale, options, liabilities (whether direct, indirect, absolute or contingent), taxes, executions, levies, charges or encumbrances or any other rights, claims, claims provable in bankruptcy, disputes and debts, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise (collectively, the "**Share Claims**") including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by an Order or Orders of the Ontario Superior Court of Justice in these proceedings; (ii) all charges, security interests or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property registry system; and (iii) those Claims listed on Schedule F hereto (all of which are collectively referred to as the "**Share Encumbrances**") and, for greater certainty, this Court orders that all of the Share Encumbrances affecting or relating to the Purchased Shares are hereby expunged and discharged as against the Purchased Shares.

6. THIS COURT ORDERS that for the purposes of determining the nature and priority of the Share Claims, the net proceeds from the sale of the Purchased Shares shall stand in the place and stead of the Purchased Shares, and that from and after the delivery of the Monitor's Second Certificate all Share Claims and Share Encumbrances shall attach to the net proceeds from the sale of the Purchased Shares with the same priority as they had with respect to the Purchased Shares immediately prior to the sale, as if the Purchased Shares had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

7. THIS COURT ORDERS AND DIRECTS the Monitor to file with the Court a copy of the Monitor's First Certificate and Monitor's Second Certificate, forthwith after delivery thereof.

8. THIS COURT ORDERS the Registrar of the Register of Personal and Movable Real Rights of Quebec to cancel the Claims registered against the Purchased Assets, such that all of the movable assets sold pursuant to the Asset Transfer Agreement be no longer charged by the Asset Claims, including those on Schedule C, the whole on presentation of the required form with a true copy of this Order and the Monitor's First Certificate.

9. THIS COURT ORDERS the Registrar of the Register of Personal and Movable Real Rights of Quebec to cancel the Claims registered against the Purchased Shares, such that all of the shares sold pursuant to the Share Purchase Agreement be no longer charged by the Share Claims, including those on Schedule F, the whole on presentation of the required form with a true copy of this Order and the Monitor's Second Certificate.

10. THIS COURT ORDERS that, notwithstanding:

- (a) the pendency of these proceedings;
- (b) any applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act (Canada)* in respect of the Debtor and any bankruptcy order issued pursuant to any such applications; and
- (c) any assignment in bankruptcy made in respect of the Debtor;

the vesting of the Purchased Assets in the Asset Purchaser and the vesting of the Purchased Shares in the Share Purchaser pursuant to this Order shall be binding on any trustee in bankruptcy that may be appointed in respect of the Debtor and shall not be void or voidable by creditors of the Debtor, nor shall they constitute nor be deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance or other reviewable transaction under the *Bankruptcy and Insolvency Act (Canada)* or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. THIS COURT ORDERS AND DECLARES that the Asset Transaction and the Share Transaction are exempt from the application of the *Bulk Sales Act (Ontario)*.

12. 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 to give effect to this Order, including without limitation, the United States Bankruptcy Court for the District of Delaware, and to assist the Monitor and its 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 Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Monitor and its agents in carrying out the terms of this Order.



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

DEC 21 2009

PER / PAR: TV

Schedule A – Form of Monitor’s First Certificate

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.**

Applicant

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Court dated December 21, 2009, the Court approved the asset transfer agreement made as of December 15, 2009 (the “**Asset Transfer Agreement**”) between Interwind Corp. (the “**Debtor**”) and a wholly-owned subsidiary of the Debtor to be incorporated in connection with the asset transfer contemplated in the Asset Transfer Agreement (the “**Asset Purchaser**”) and provided for the vesting in the Asset Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Assets upon the delivery by the Monitor to the Asset Purchaser of a certificate confirming (i) the payment by the Asset Purchaser of the purchase price for the Purchased Assets; and (ii) that the conditions to Closing as set out in section 6 of the Asset Transfer Agreement have been satisfied or waived by the Debtor and the Asset Purchaser, as applicable.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Asset Transfer Agreement.

THE MONITOR CERTIFIES the following:

1. The Debtor and the Asset Purchaser have each independently informed the Monitor that:
 - (a) The Asset Purchaser has paid the Purchase Price for the Purchased Assets payable on the Closing Date pursuant to the Asset Transfer Agreement; and
 - (b) The conditions to Closing as set out in Article 6 of the Asset Transfer Agreement have been satisfied or waived by the Debtor and the Asset Purchaser.
2. This Certificate was delivered by the Monitor at ● [TIME] on ●, 2009.

**KPMG Inc., in its capacity as Monitor of
Interwind Corp., and not in its personal
capacity**

Per: _____

Name:

Title

Schedule B ~ Purchased Assets

The lease agreement between Debtor (as successor in interest to Terrawinds Resources Corp.) and Ferme Janoel S.E.N.C. (of 239 Chemin des Pionniers Est, St-Arsene, QC, G0L 2K0) dated October 13, 2006 relating to the land on which Interwind Corp.'s Main Power Transformer 230 kV ~ 34.5 kV is situated, and includes any extension thereof.

Debtor's right to store a portion of the Purchased Assets with Construction Germain Dumont at 212-A rue Témiscouata, Riviere-du-loup, QC, G5R 2Y.

Debtor's right to use container rentals from 9080-9252 Quebec Inc., c.p. 182, Riviere-du-Loup, QC, G5R 3Y8 to store a portion of the Purchased Assets.

The assets listed on Exhibit 1 to this Schedule B.



SKYPOWER - Non-Turbine Equipment Inventory

Substation Equipment (AREWA) - PE001									
Three Phase Disconnect Switch (230 kv - 12000 amps)	Disconnect Switch, 230kV, 1200A, type BCVB, with support, seismic Riviere-du-Loon	un	11/6/2006	2	\$	65,240.00	\$	125,500.00	
Ground Switch (230 kv)	Ground Switch, 230kV, type GCGB, combined with main disconnect switch	un	11/6/2006	2	\$	17,500.00	\$	35,000.00	
Carroll Breaker (230 kv - 2000 amps)	Carroll breaker, dead tank, 230kV, 2000A, HG1014, with support structure, -SIPC	un	11/28/2006	1	\$	147,953.00	\$	147,953.00	
Surge Arresters (230 kv)	Included in Transformer	un			\$		\$		
Capacitor Voltage Transformer (230 kv)		un	12/21/2006	3	\$	11,493.00	\$	34,479.00	
Surge arrester 34.5kv		un	11/9/2006	18	\$	575.80	\$	10,364.40	
Three Phase Disconnect Switch (34.5 kv - 12000 amps)	Grounding transformer disconnect switch, 34.5kV, 1200A, type CGVB	un	11/9/2006	3	\$	8,999.00	\$	8,999.00	
C.T. 34.5 kv - 1200 amps, Circuit breaker 34.5 kv - 1200 amps, current transformer 34.5 kv, 3 Phase switch 34.5 kv - 4000 amps, 3 Phase patch 34.5 kv - 12000 amps, current transformer 230 kv	Building and cells & complete system integration, seismic Riviere-du-Loon	lgt	11/10/2006	1	\$		\$	2,068,430.00	
Single Phase Auxiliary Service Transformer	Distribution Transformers, single-phase, 19,920V / 147V, 100kVA, 150kV	un	11/10/2006	4	\$	3,750.00	\$	15,000.00	
Single Phase Auxiliary Service Type	Single-phase bus/load master switch, 34.5kV, 100A	un	11/10/2006	1	\$	3,056.92	\$	3,056.92	
Current Transformer (34.5 kv)	Grounding Transformer	un	11/29/2006	1	\$	13,200.00	\$	13,200.00	
Main Transformer (ABB) - PE 004									
Power Transformer (230 kv-34.5 kv)		un	12/20/2006	1	\$	7,811,000.00	\$	2,811,000.00	
Surge Arrester (230 kv), High-voltage Current Transformer, Current Transformer (34.5 - 4000 amps)		un	12/20/2006	6	\$	10,050.00	\$	60,000.00	
Step-up Transformer (P&W/L & Niagara) - PE 005									
375kv to 34.5kv	Manufacturer - Paswels	un	8/15/2006	6	\$	28,287.00	\$	166,722.00	
375kv to 34.5kv	Manufacturer - Niagara	un	8/15/2006	30	\$	69,850.00	\$	380,100.00	
Collection System Wiring (ANIXTE R) - PE006									
Cables 800 cables - Type UD	1. 750 mm2, 1800V Type	m	8/18/2006	2,400	\$	55.85	\$	134,040.00	
	8CN-75061-02-WIND		8/28/2006	7,360	\$	53.85	\$	398,952.00	
Cables 800 cables - Type UD	2. 250 mm2, 1800V Type	m	8/18/2006	1,200	\$	20.82	\$	24,984.00	
	6CN-25037-02-WIND		8/28/2006	1,800	\$	20.35	\$	36,630.00	
Cables 34.5 kv cables - Type UD/UB	3. Undergound 74.5 kv cable	m	11/22/2006	27,542	\$	14.00	\$	385,588.00	
	3DYU-3631-WIND		12/20/2006	45,728	\$	14.86	\$	678,208.00	
	3DYU-3631-WIND		11/24/2006	36,795	\$	13.72	\$	504,933.58	
	3DYU-3631-WIND		11/24/2006	27,452	\$	13.72	\$	377,223.32	
Overhead Conductor Wires	4. Overhead conductor, 954 kcmil ACSR (2)	m	8/9/2006	69,596	\$	6.00	\$	417,576.00	
	1H-9541C-WIND		8/28/2006	151,317	\$	7.89	\$	1,195,012.18	
Grounding Conductor	5. 250 mm2 bare for foundation grounds	m	8/18/2006	2,000	\$	17.57	\$	35,140.00	
	1B-25037-WIND		8/28/2006	6,000	\$	16.90	\$	101,400.00	
Grounding Conductor	6. 4/0 bare (for ground interconnections)	m	8/18/2006	10,500	\$	13.41	\$	140,805.00	
	1B-40419-WIND		12/28/2006	46,500	\$	31.85	\$	1,481,025.00	
Overhead Termination Wiring (34.5 kv), High-voltage Side-up Transformer Connectors, Overhead Cable Termination Equipment	7. Material Required for JH Bars								
	3 pt J1-266								
	3 pt J1-226								
	4 pt J4-2666								
	4 pt J4-2266								
	200 A LB-376								
	600 A LB-745								
	1701A(1)								
	8. Terminations								
	9. Miscellaneous								
	a) Grounding elbow 1/0 awg & 6 foot lead, rated 21.5kv, CAT #370GR	ea							
	b) Test rod, Cat. #370TR	ea							
	c) Spanner wrench, Cat. # 600SW	ea							
	1B-J1-266-35-TMA		8/18/2006	10	\$	695.00	\$	6,950.00	
	1B-J1-266-35-TMA		8/18/2006	12	\$	695.00	\$	8,340.00	
	1B-370LAS		8/14/2006	17	\$	1,688.00	\$	2,869.60	
	1B-370LAS		8/17/2006	124	\$	1,688.00	\$	209,312.00	
	1B-375L-R-1-S250		8/14/2006	24	\$	1,250.00	\$	30,000.00	
	1B-375DRG-3-WIND		8/14/2006	3	\$	81.25	\$	243.75	
	1B-756L-R-1-0250		8/14/2006	24	\$	277.00	\$	6,648.00	
	1B-370GLR		8/14/2006	3	\$	142.00	\$	426.00	
	1B-370TR		8/14/2006	3	\$	71.00	\$	213.00	
	1B-600-SW		8/14/2006	1	\$	106.00	\$	106.00	
	J4-2266-35-TMA-WIND		8/14/2006	3	\$	312.00	\$	936.00	
	J4-2266-35-TMA-WIND		8/18/2006	3	\$	819.00	\$	2,457.00	
	1B-600ECS-WIND		8/14/2006	24	\$	16.50	\$	396.00	
	1B-31-276-35-TMA		8/18/2006	12	\$	695.00	\$	8,340.00	
	1B-376L-R-1-S250		8/18/2006	12	\$	171.00	\$	2,052.00	
	1B-375DRG-3-WIND		8/18/2006	124	\$	277.00	\$	34,348.00	
	1B-756L-R-1-0250		8/18/2006	24	\$	277.00	\$	6,648.00	
	1B-370GLR		8/18/2006	3	\$	142.00	\$	426.00	
	1B-370TR		8/18/2006	3	\$	71.00	\$	213.00	
	1B-600-SW		8/18/2006	1	\$	106.00	\$	106.00	
	1B-600ECS-WIND		8/18/2006	24	\$	16.50	\$	396.00	
	3M-7664-S-81-WIND		8/14/2006	38	\$	146.00	\$	5,548.00	
	3M-CC-2		8/14/2006	8	\$	11.85	\$	94.80	
	3M-7664-S-81-WIND		8/18/2006	308	\$	136.00	\$	41,928.00	
	3M-CC-2		8/18/2006	302	\$	11.85	\$	3,578.70	
Optical Fiber Network (ANIXTE R) - PE007									
Optical Fiber Cable	DNO-5651	m							
	AFL-DNO-5651		8/31/2006	26,850	\$	4.50	\$	120,750.00	
	AFL-DNO-4631		12/15/2006	43,432	\$	4.50	\$	195,444.00	
	AFL-DNO-5631				\$	4.50	\$		
Optical Fiber Cable	DNL-2659	m							
	AFL-DNL-2659		8/31/2006	10,050	\$	1.30	\$	13,065.00	
	AFL-DNL-2659		12/15/2006	89,377	\$	1.30	\$	116,192.10	
	AFL-DNL-2659				\$	1.30	\$		
	DNL-2659 CAT # LBO128CC001S1-12SM	m							
	Deadend	un	12/15/2006	115	\$	387.23	\$	44,421.45	
	10 inch Link Plate	un	12/15/2006	118	\$	19.31	\$	2,278.58	
	Suspension	un	12/15/2006	778	\$	62.71	\$	48,805.86	
	Vibration Damper	un	12/15/2006	1,164	\$	99.86	\$	116,258.24	
	1 Bolt Ground Clamp	un	12/15/2006	525	\$	16.54	\$	8,683.50	
			12/21/2006	299	\$	26.94	\$	8,065.06	
	Down Lead Clamp	un	1/9/2007	11	\$	16.94	\$	186.34	
	Wood Pole Guide Clamp	un	12/15/2006	402	\$	11.37	\$	4,570.74	
	Splice Enclosures	un	12/15/2006	492	\$	5.85	\$	2,868.60	
	3801 Splice Box Splice Tray - 12 Fibers	un	12/15/2006	45	\$	67.84	\$	3,055.80	
	1801 Steel Tower Adapter	un	12/15/2006	90	\$	63.89	\$	5,750.10	

SkyPower - Non-Turbine Equipment Inventory

Back-up Transformer (MSS) - PE 812										
		Furcation Tray for SBO1	un	12/15/2006	45	\$	43.68	\$	1,955.00	
		SBO1 Furcation Kit	un	12/15/2006	90	\$	30.81	\$	2,772.90	
		Connector Kit for OPI-GW Cable	un	12/15/2006	50	\$	66.98	\$	3,349.00	
		Connections	un	12/15/2006	6	\$	423.82	\$	2,542.92	
		Stainless steel tube capset	un	12/15/2006	28	\$	17.50	\$	490.00	
Power Transformer (230-34.5KV)										
		Olympic Power Systems - Model: O156P1, Serial: OL10002872410101572, Year: 2006, 150 kV, 60/34.5V, 3 phases, 60 Hz, 190A, 1800RPM	un	10/16/2006	1	\$	500,000.00	\$	500,000.00	
			un	08/10/2006	1	\$	30,000.00	\$	30,000.00	
Wind Turbine Cables (SE) - PE010										
	WTG Cable	Cables 1" C 750 MCM Copper, 35 KV, 133%	m	11/21/2006	10,052.45	\$	33.78	\$	339,546.63	
	WTG Cable	Preynnan #PC T3514 750 micro 35KV Outdoor Termination with two-hole lug	un		60	\$	303.50	\$	18,210.00	
ANCHOR BOLTS (MCA) - PD094										
	Rock Equipment	Anchor Bolt for Rock Socket type foundation #10 - 3.0 L x 1 x 6 - 2-3/4" coil thread rod as per ASTM A15, Gr. 75, 18" LH, TEF plus 2 pcs #10-3 coil thread full nut, Gr. 2 H per rod and 1 pc #10 harden flat washer - ASTM F436 per rod and 1 pc #10 99.5" PVC (SDR 21) tube per rod All unassembled, bundled (58 rods / bundle) delivered to jobsite in full truckloads.	un	9/15/2006	1,400	\$		\$	30,050.00	
		Supply #10 Protection Rod End Cap and lubricant with cap and along the length of anchor rod prior to shipment.	un	9/15/2006	1,400	\$		\$	11,480.00	
		3640 #10 - 3.0 L x 1 x 12"-9/16" coil thread rod as per ASTM A15, 349,50 each Gr. 75, 18" LH, TEF plus 2 pcs #10-3 coil thread full nut, Gr. 2 H per rod and 1 pc #10 harden flat washer - ASTM F436 per rod and 1 pc #10 138.5" PVC (SDR 21) tube per rod.	un			\$		\$		
				9/14/2006	730	\$	49.50	\$	36,135.00	
				9/14/2006	730	\$	49.50	\$	36,135.00	
				9/12/2006	730	\$	49.50	\$	36,135.00	
				11/10/2006	700	\$	49.50	\$	34,650.00	
				9/21/2006	730	\$	49.50	\$	36,135.00	
		EXTRA - Supply PVC Cap and grease in cap and along the sleeve	un	9/21/2006	1,640	\$	12.50	\$	20,500.00	
									TOTAL COST	\$ 19,285,836.00

Schedule C - Claims to be deleted and expunged from title to Purchased Assets

Any security interest, lien, prior claim, charge, hypothec, hypothecation, reservation of ownership, pledge, encumbrance, mortgage or adverse claim of any nature or kind other than licenses of intellectual property, including but not limited to those security interests held by 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) and Lehman Brothers Holdings Inc. and any charges granted by the Ontario Superior Court of Justice in these proceedings.

The following registrations in the Quebec Register of Personal and Movable Real Rights to which the Purchased Assets may be subject:

Registration No.	Secured Party	Secured Party Address
07-0728556-0001	HSH Nordbank AG, New York Branch	230 Park Avenue New York, New York 10169-0005, USA
08-0093844-0001	HSH Nordbank AG, New York Branch	230 Park Avenue New York, New York 10169-0005, USA
08-0093844-0002	HSH Nordbank AG, New York Branch	230 Park Avenue New York, New York 10169-0005, USA
09-0744192-0001	HSH Nordbank AG, New York Branch	230 Park Avenue New York, New York 10169-0005, USA

Schedule D – Form of Monitor’s Second Certificate

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.**

Applicant

MONITOR’S CERTIFICATE

RECITALS

A. Pursuant to an Order of the Court dated December 21, 2009, the Court approved the share purchase agreement made as of December 15, 2009 (the “**Share Purchase Agreement**”) between Interwind Corp. (the “**Debtor**”) and enXco Service Corporation (the “**Share Purchaser**”) and provided for the vesting in the Share Purchaser of the Debtor’s right, title and interest in and to the Purchased Assets, which vesting is to be effective with respect to the Purchased Shares upon the delivery by the Monitor to the Share Purchaser of a certificate confirming (i) the payment by the Asset Purchaser of the Purchase Price for the Purchased Shares; (ii) that the conditions to Closing as set out in section 6 of the Share Purchase Agreement have been satisfied or waived by the Debtor and the Share Purchaser, as applicable; and (iii) the transaction contemplated in the Share Purchase Agreement (the “**Transaction**”) has been completed to the satisfaction of the Monitor.

C. Unless otherwise indicated herein, terms with initial capitals have the meanings set out in the Share Purchase Agreement.

THE MONITOR CERTIFIES the following:

1. The Debtor and the Share Purchaser have each independently informed the Monitor that:
 - (a) The Share Purchaser has paid the Purchase Price for the Purchased Shares payable on the Closing Date pursuant to the Share Purchase Agreement; and
 - (b) The conditions to Closing as set out in Article 6 of the Share Purchase Agreement have been satisfied or waived by the Debtor and the Share Purchaser.
2. **[The Share Purchaser has designated ● as the party in whom the Purchased Assets shall vest on the Closing of the Transaction.] [NTD: include if applicable]**
3. This Certificate was delivered by the Monitor at ● [TIME] on ●, 2009.

KPMG Inc., in its capacity as Monitor of Interwind Corp., and not in its personal capacity

Per: _____

Name:

Title:

Schedule E – Purchased Shares

100% of the issued and outstanding shares of the Asset Purchaser as of the Closing (as defined in the Share Purchase Agreement)

Schedule F - Claims to be deleted and expunged from title to Purchased Shares

Any security interest, lien, prior claim, charge, hypothec, hypothecation, reservation of ownership, pledge, encumbrance, mortgage or adverse claim of any nature or kind other than licenses of intellectual property, including but not limited to those security interests held by 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) and Lehman Brothers Holdings Inc. and any charges granted by the Ontario Superior Court of Justice in these proceedings.

The following registrations in the Quebec Register of Personal and Movable Real Rights to which the Purchased Shares may be subject:

Registration No.	Secured Party	Secured Party Address
07-0728556-0001	HSH Nordbank AG, New York Branch	230 Park Avenue New York, New York 10169-0005, USA
08-0093844-0001	HSH Nordbank AG, New York Branch	230 Park Avenue New York, New York 10169-0005, USA
08-0093844-0002	HSH Nordbank AG, New York Branch	230 Park Avenue New York, New York 10169-0005, USA
09-0744192-0001	HSH Nordbank AG, New York Branch	230 Park Avenue New York, New York 10169-0005, USA

**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

APPROVAL AND VESTING ORDER

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