

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

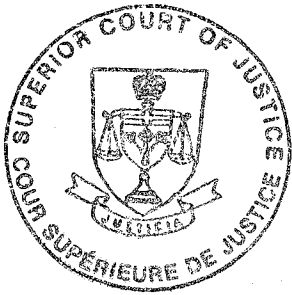
THE HONOURABLE *MR*)
)
JUSTICE *MORAWETZ*)

TUESDAY, THE 30th DAY
OF MARCH, 2010

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

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

Applicant



**ORDER
(Substituting monitor)**

THIS MOTION made by HSH Nordbank AG, New York Branch ("HSH Nordbank"), for an Order pursuant to section 11.7(3) of the *Companies' Creditors Arrangement Act* substituting PricewaterhouseCoopers Inc. as Monitor (in such capacities, the "Monitor") of Interwind Corp. (formerly known as Skypower Corp.) (the "Applicant" or "Interwind") among other things, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion of HSH Nordbank; the affidavit of Charles Lansdown sworn March 24, 2010, and the Exhibits thereto; the Motion Record of KPMG Inc. (the "Initial Monitor") for a motion seeking its discharge and related relief returnable March 30, 2010, in this proceeding and the Eleventh Report of the Initial Monitor dated March 19, 2010, and the Twelfth Report of the Initial Monitor dated March 28, 2010; the Motion Record of

Interwind for a motion to extend the stay of proceedings herein and other relief returnable March 30, 2010, in this proceeding; the Responding Motion Record of Lehman Brothers Holdings Inc. (“Lehman”) containing the affidavit of Andrew Grapkowski sworn on March 29, 2010; and the Application Record of HSH Nordbank for an Application returnable March 30, 2010, to appoint PricewaterhouseCoopers Inc. as Receiver of the Interwind in Court File No. CV-10-8637-00CL; and on hearing the submissions of counsel for HSH Nordbank, Interwind, the Initial Monitor, Lehman, and PricewaterhouseCoopers Inc., no one appearing for any other person on the Service List although duly served; and on reading the consent of PricewaterhouseCoopers Inc. to act as the Monitor:

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion and the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

FRESH AS AMENDED INITIAL ORDER

2. THIS COURT ORDERS that the Fresh as Amended Initial Order reflecting all amendments made to the Initial CCAA Order including any amendments granted in the motions brought by the Initial Monitor, InterWind, and HSH Nordbank returnable March 30, 2010, attached hereto as Schedule “A” may be issued and entered.

SUBSTITUTING THE MONITOR

3. THIS COURT ORDERS that the Initial Order as amended is further amended to substitute PricewaterhouseCoopers Inc. as Monitor as follows:

- (a) Adding a third recital as follows:

ON READING the Notice of Motion of HSH Nordbank; the affidavit of Charles Lansdown sworn March 24, 2010, and the Exhibits thereto; the Motion Record of KPMG Inc. (the "Initial Monitor") for a motion seeking its discharge and related relief returnable March 30, 2010, in this proceeding and the Eleventh Report of the Initial Monitor dated March 19, 2010, and the Twelfth Report of the Initial Monitor dated March 28, 2010; the Motion Record of Interwind for a motion to extend the stay of proceedings herein and other relief returnable March 30, 2010, in this proceeding; the Responding Motion Record of Lehman Brothers Holdings Inc. ("Lehman") containing the affidavit of Andrew Grapkowski sworn on March 29, 2010; and the Application Record of HSH Nordbank for an Application in Court File No. CV-10-8637-00CL returnable March 30, 2010, to appoint PricewaterhouseCoopers Inc. as Receiver of Interwind; and on hearing the submissions of counsel for HSH Nordbank, Interwind, the Initial Monitor, Lehman and PricewaterhouseCoopers Inc., no one appearing for any other person on the Service List although duly served; and on reading the consent of PricewaterhouseCoopers Inc. to act as the Monitor;

- (b) In paragraph 22, "KPMG Inc." is deleted and replaced with "PricewaterhouseCoopers Inc.";
- (c) In paragraph 45, "www.kpmg.ca/skypower" is replaced with "www.pwc.com/car-interwind";

- (d) Adding a paragraph that reads: “THIS COURT ORDERS that the Monitor shall consult with both HSH Nordbank and Lehman (collectively, the “Secured Lenders”) in respect of any matters in which the direction or instructions of Interwind’s stakeholders are required, and where mutual direction is not available from the Secured Lenders, the Monitor shall seek the Court’s assistance and direction”; and

- (e) Adding a paragraph that reads: “THIS COURT ORDERS that the Monitor shall provide to each of the Secured Lenders the same information, documentation and advice that is prepared by, relied upon or given by the Monitor in respect of the carrying out of its obligations hereunder (the “Information”), except the Monitor shall not provide any Information in respect of a claim that Interwind has against one of the Secured Lenders to that Secured Lender to the extent such Information is confidential or privileged or a conflict exists between Interwind and the Secured Lender, and no restriction may be placed upon the dissemination of such Information based on any prior role held by the Monitor in this proceeding”.

4. THIS COURT ORDERS that the Claims Process Order dated February 19, 2010, is amended as follows:

- (a) Paragraph 22(a) is deleted and replaced with:

PricewaterhouseCoopers Inc.
Monitor of Interwind Corp.
77 King Street West,

P.O. Box 82
Suite 3000
Royal Trust Tower
TD Centre
Toronto, Ontario M5K 1G8

Attn: Mona Law

Telephone: (416) 863-1133 Ext. 14294
Facsimile: (416) 814-3219
E-mail: mona.law@ca.pwc.com

HARMONIZING CCAA INITIAL ORDER WITH NATIONAL RECEIVER ORDER

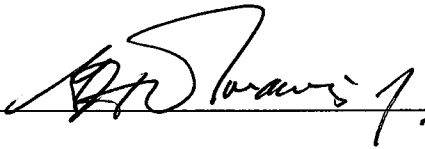
5. THIS COURT ORDERS that the Initial Order as amended is further amended as follows:

- (a) The phrase “and other Orders made in this proceeding” is added to Paragraph 23;
- (b) Paragraphs 23(a), 23(c), 23(d), and 23(e) are deleted;
- (c) Paragraph 23(f) is deleted and replaced with “hold and administer creditors’ or shareholders’ meetings for voting on the Plan”; and
- (d) The Receiver’s Charge is included in paragraphs 38-42 as is shown in Schedule “A”.

DELETING SECTIONS THAT ARE NO LONGER REQUIRED

6. THIS COURT ORDERS that:

- (a) All sections relating to the DIP Financing or the DIP Lender are deleted;
and
- (b) Paragraph 53 is deleted.



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PER/PAR: TV

SCHEDULE "A"

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE MR.) WEDNESDAY, THE 12TH
JUSTICE MORAWETZ) DAY OF AUGUST, 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.
(the "**Applicant**" or "**Interwind**")

FRESH AS AMENDED INITIAL ORDER

THIS APPLICATION, made by 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 Kerry Adler sworn August 12, 2009 (the "Adler Affidavit"), and the Exhibits thereto, and on hearing the submissions of counsel for the Applicant, KPMG LLP, the proposed monitor, Lehman Brothers Holdings Inc., HSH Nordbank AG, and CIM Group, and on reading the consent of KPMG Inc. to act as the Monitor,

ON READING the Notice of Motion of HSH Nordbank; the affidavit of Charles Lansdown sworn March 24, 2010, and the Exhibits thereto; the Motion Record of KPMG Inc. (the "Initial Monitor") for a motion seeking its discharge and related relief returnable March 30, 2010, in this proceeding and the Eleventh Report of the Initial Monitor dated March 19, 2010, and the Twelfth Report of the Initial Monitor dated March 28, 2010; the Motion Record of Interwind for a motion to extend the stay of proceedings herein and other relief returnable March 30, 2010, in this proceeding; the Responding Motion Record of Lehman Brothers Holdings Inc. ("Lehman") containing the affidavit of Andrew Grapkowski sworn on March 29, 2010; and the

Application Record of HSH Nordbank for an Application in Court File No. CV-10-8637-00CL returnable March 30, 2010, to appoint PricewaterhouseCoopers Inc. as Receiver of Interwind; and on hearing the submissions of counsel for HSH Nordbank, Interwind, the Initial Monitor, Lehman and PricewaterhouseCoopers Inc., no one appearing for any other person on the Service List although duly served; and on reading the consent of PricewaterhouseCoopers Inc. to act as the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan") between, inter alia, the Applicant and one or more classes of its secured and/or unsecured creditors as it deems appropriate.

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such

further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

PAYMENTS

5. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:
 - (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements;
 - (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges; and
 - (c) amounts for goods and services supplied before the date of this order if, in the opinion of the Applicant, such payment is critical to the development of a project or its continued operations and provided that (i) the Monitor consents in writing to each such payment and (ii) the aggregate of all payments made pursuant to this subparagraph shall not exceed C\$1 million.

6. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:
 - (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
 - (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:
- (a) 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;
 - (b) all goods and services or other applicable sales taxes (collectively, "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 the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and
 - (c) 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.
8. THIS COURT ORDERS that until such time as the Applicant delivers a notice in writing to repudiate a real property lease in accordance with paragraph 10(c) of this Order (a "Notice of Repudiation"), the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any arrears relating to the period commencing from and including the date of this Order

shall also be paid. Upon delivery of a Notice of Repudiation, the Applicant shall pay all Rent due for the notice period stipulated in paragraph 10(c) of this Order, to the extent that Rent for such period has not already been paid.

9. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

10. THIS COURT ORDERS that the Applicant shall, subject to such covenants as may be contained in the Definitive Documents (as hereinafter defined), have the right to:
- (a) permanently or temporarily cease, downsize or shut down any of its business or operations and to dispose of redundant or non-material assets not exceeding CDN \$50,000 in any one transaction or CDN \$200,000 in the aggregate, subject to paragraph 10(c), if applicable;
 - (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate on such terms as may be agreed upon between the Applicant and such employee, or failing such agreement, to deal with the consequences thereof in the Plan;
 - (c) in accordance with paragraphs 11 and 12, vacate, abandon or quit the whole but not part of any leased premises and/or repudiate any real property lease and any ancillary agreements relating to any leased premises, on not less than fourteen (14) days notice in writing to the relevant landlord on such terms as may be agreed upon between the Applicant and such landlord, or failing such agreement, to deal with the consequences thereof in the Plan;

- (d) repudiate such of its arrangements or agreements of any nature whatsoever, whether oral or written, as the Applicant deems appropriate on such terms as may be agreed upon between the Applicant and such counter-parties, or failing such agreement, to deal with the consequences thereof in the Plan; and
- (e) pursue all avenues of refinancing and offers for material parts of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing or any sale (except as permitted by subparagraph (a), above); and
- (f) apply for projects under the Province of Ontario's *Green Energy Act, 2009* and for rights to Crown land in the Province of Ontario,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

11. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant repudiates the lease governing such leased premises in accordance with paragraph 10(c) of this Order, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in paragraph 10(c) of this Order), and the repudiation of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.
12. THIS COURT ORDERS that if a Notice of Repudiation is delivered, then (a) during the notice period prior to the effective time of the repudiation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving

the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the repudiation, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

13. THIS COURT ORDERS that until and including May 31, 2010, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant, or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

14. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant, or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) exempt the Applicant from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to

preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. Notwithstanding the foregoing proviso, and for greater certainty, all governments and governmental agencies shall grant contract renewals to the Applicant, and shall permit the Applicant to participate in procurement processes on the same basis as other persons, notwithstanding the Applicant's insolvency or the existence of these proceedings.

NO INTERFERENCE WITH RIGHTS

15. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

16. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant, or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

17. THIS COURT ORDERS that, notwithstanding anything else contained herein, no creditor of the Applicant, Fermeuse Wind Power Corp., SunE Sky First Light LP or

SkyPower Lite Corp. shall be under any obligation after the making of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

18. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.5(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

19. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers from all claims, costs, charges and expenses relating to the failure of the Applicants, after the date hereof, to make payments of the nature referred to in subparagraphs 5(a), 7(a), 7(b) and 7(c) of this Order which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Applicants except to the extent that, with respect to any officer or director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct.
20. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$1,250,000, as security for the indemnity provided in paragraph 19 of this Order. The Directors' Charge shall have the priority set out in paragraphs 38 and 40 herein.

21. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 20 of this Order.

APPOINTMENT OF MONITOR

22. THIS COURT ORDERS that PricewaterhouseCoopers Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property and the Applicant's conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.
23. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA and other Orders made in this proceeding, is hereby directed and empowered to:
- (a) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
 - (b) hold and administer creditors' or shareholders' meetings for voting on the Plan;
 - (c) have full and complete access to the books, records and management, employees and advisors of the Applicant and to the Business and the Property to the extent required to perform its duties arising under this Order;
 - (d) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order;

- (e) consider, and if deemed advisable by the Monitor, prepare a report and assessment on the Plan; and
 - (f) perform such other duties as are required by this Order or by this Court from time to time.
24. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.
25. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.
26. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been

advised by the Applicant is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

27. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.
28. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a bi-weekly basis.
29. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.
30. THIS COURT ORDERS that the Monitor, Canadian counsel to the Monitor, if any, and the Applicant's Canadian counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of \$1,000,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 38 and 40 hereof.

KERP

31. THIS COURT ORDERS that the key employee retention plan (the "KERP") as described in paragraphs 17 to 23 of the affidavit of Kerry Adler sworn August 24, 2009, and the

exhibits thereto (which is sealed by Court Order, the "August 24 Adler Affidavit") be and is hereby approved and is given full force and effect, and the Applicant is hereby directed to make when due the payments provided for thereunder.

32. THIS COURT ORDERS that the KERP be and is hereby amended in accordance with the terms set out in paragraph 45 of the affidavit of David Bacon sworn November 26, 2009.
33. THIS COURT ORDERS that the Total KERP Amount (as defined in the August 24 Adler Affidavit) shall be secured by a charge (the "KERP Charge") on all Property.

MARATHON

34. THIS COURT ORDERS that the Applicant is hereby authorized and directed to engage Marathon Capital, LLC ("Marathon") to assist in the Sale Process in accordance with the terms and conditions of the engagement letter attached as Exhibit "C" to the August 24 Adler Affidavit (the "Engagement Letter") and in accordance with the Sales Process Protocol.
35. THIS COURT ORDERS that the Applicant is hereby authorized and directed to continue to engage Marathon to assist in the sale process approved pursuant to the Sale Process Order, as varied by the Wind Development Sale Process, all in accordance with the terms and conditions of the engagement letter attached as Appendix "A" to the Letter Addendum to the Fifth Report dated November 30, 2009, (which is sealed by Court order) as amended by the amendment thereto attached as Appendix "B" to the Letter Addendum (the "Amended Marathon Engagement").
36. THIS COURT ORDERS that Marathon shall be entitled to the benefit of and is hereby granted a charge (the "Marathon Charge") on all assets and property of the Applicant to secure its work fee and variable transactions fees (collectively, the "Marathon Extension Transaction Fees") (as described in the Amended Marathon Engagement) and recoverable disbursements incurred in performing its obligations thereunder but not including any indemnity or any fees or expenses incurred by Marathon in connection with any right of indemnity included in the Engagement Letter. The Applicant is directed

to pay Marathon the Marathon Extension Transaction Fees and expenses payable under the Amended Marathon Engagement promptly when due.

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

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

38. THIS COURT ORDERS that the priorities of the Administration Charge, the Directors' Charge, the KERP Charge, the Marathon Charge, and the Receiver's Charge (established by Order of the Court appointing PricewaterhouseCoopers Inc. as national receiver of Interwind) as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$1,000,000);

Second – Directors' Charge (to the maximum amount of \$1,250,000);

Third – KERP Charge

Fourth – Marathon Charge

Fifth – Receiver's Charge

39. THIS COURT ORDERS that the filing, registration or perfection of the Administration Charge, the Directors' Charge, the KERP Charge, the Marathon Charge, and the Receiver's Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.
40. THIS COURT ORDERS that each of the Administration Charge, the Directors' Charge, the KERP Charge, the Marathon Charge, and the Receiver's Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank

in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

41. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of Administration Charge, the Directors' Charge, the KERP Charge, the Marathon Charge, or the Receiver's Charge unless the Applicant also obtains the prior written consent of the Monitor and the beneficiaries of the Directors' Charge, the Administration Charge, the Receiver's Charge or further Order of this Court.

42. THIS COURT ORDERS that the Directors' Charge, the Administration Charge, the KERP Charge, the Marathon Charge, and the Receiver's Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:
 - (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;

 - (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

 - (c) the payments made by the Applicant pursuant to this Order and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent

conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

44. THIS COURT ORDERS that the Applicant and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.
45. THIS COURT ORDERS that the Applicant, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the service list maintained by the Applicant's counsel as amended from time to time (the "Service List"), and may prove such service by affidavit attesting to the sending of emails to persons listed on the Service List without proving receipt of any form of acknowledgement of such emails by the recipient and the Monitor may post a copy of any or all such materials on its website at www.pwc.com/car-interwind.

GENERAL

46. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
47. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

48. 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 and to 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.
49. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.
50. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.
51. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.
52. THIS COURT ORDERS that the Applicant shall provide to the Secured Lenders and the Monitor details of any proposed disbursement in excess of \$100,000 not less than two (2) weeks before the proposed payment date in respect of such disbursement; provided that if the Applicant learns of a payment that it wishes to make that is due in less than two (2) weeks, it shall provide notice to the parties listed above forthwith upon deciding to make the payment.
53. THIS COURT ORDERS that the Monitor shall consult with both HSH Nordbank and Lehman (collectively, the "Secured Lenders") in respect of any matters in which the direction or instructions of Interwind's stakeholders are required, and where mutual

direction is not available from the Secured Lenders, the Monitor shall seek the Court's assistance and direction.

54. THIS COURT ORDERS that the Monitor shall provide to each of the Secured Lenders the same information, documentation and advice that is prepared by, relied upon or given by the Monitor in respect of the carrying out of its obligations hereunder (the "Information"), except the Monitor shall not provide any Information in respect of a claim that Interwind has against one of the Secured Lenders to that Secured Lender to the extent such Information is confidential or privileged or a conflict exists between Interwind and the Secured Lender, and no restriction may be placed upon the dissemination of such Information based on any prior role held by the Monitor in this proceeding.

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

Court File No: 09-8321-00CL

***Ontario*
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

INITIAL ORDER

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

John A. MacDonald (LSUC# 25884R)
(416) 862-5672

Mary Paterson LSUC #51572P
Tel: (416) 862-4924
Fax: (416) 862-6666

Lawyers for HSH Nordbank

F. 1107027