

SERVICE

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

STAY EXTENSION

2. **THIS COURT ORDERS** that the Stay Period, as defined in paragraph 13 of the Initial Order of this Court dated August 12, 2009 (the "**Initial CCAA Order**"), as extended by this Court, be and is hereby further extended in respect of Interwind Corp. and Fermeuse Wind Power Corp. ("**Fermeuse**") to and including January 29, 2010, and that, in respect of Fermeuse only, the scope of the stay of proceedings shall be consistent with the Order of this Court dated August 25, 2009. For greater certainty, the Stay Period is not being extended in respect of SunE Sky First Light LP or SkyPower Lite Corp.

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

AMENDMENT TO DIP FACILITY

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

WIND DEVELOPMENT SALE PROCESS

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

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

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

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

MARATHON ENGAGEMENT

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

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

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

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

KERP

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

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

MONITOR'S REPORTS

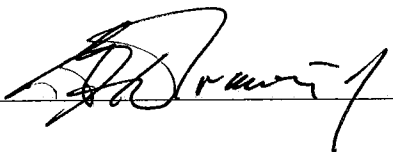
14. **THIS COURT ORDERS** that the Third Report of the Monitor dated October 25, 2009, the Fourth Report of the Monitor dated November 16, 2009, the Fourth Supplementary Report of the Monitor dated November 16, 2009, and the activities of the Monitor reported therein be and are hereby approved.

GENERAL

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

to give effect to this Order and assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

16. **THIS COURT ORDERS** that each of the Applicant and the Monitor be at liberty and are hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, including, without limitation, the United States Bankruptcy Court for the District of Delaware, for the recognition of this Order and for assistance in carrying out the terms of this Order.



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

NOV 30 2009

PER / PAR: JSN
Joanne Nicoara
Registrar, Superior Court of Justice

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

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

Proceeding commenced at Toronto

ORDER

GOODMANS LLP

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

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

Lawyers for the Applicant