

THIS LICENSE TO USE ASSETS AND OPTION AGREEMENT made as of this 28th day of May, 2010,

BETWEEN:

NOVA SCOTIA POWER INCORPORATED, a body corporate, incorporated under the laws of the Province of Nova Scotia

(hereinafter referred to as the "**Licensor**")

- and -

3240384 NOVA SCOTIA LIMITED, a body corporate, incorporated under the laws of the Province of Nova Scotia

(hereinafter referred to as the "**Licensee**")

WHEREAS:

- A. The Licensor, as purchaser, and the Licensee, as vendor, entered into an asset purchase agreement dated May 28, 2010 (the "**Purchase Agreement**") whereby the Licensee agreed to sell to the Licensor the Purchased Assets (as defined herein);
- B. A condition precedent to the transactions contemplated by the Purchase Agreement was for the Licensee and the Licensor to enter into this Agreement granting the Licensee a license to use certain of the Purchased Assets for and to provide the Licensee with an option to re-purchase the Purchased Assets and any additional assets necessary for the operation of the Project (as defined herein);
- C. The Licensee requires access to and use of certain of the Purchased Assets for the purposes of performing its obligations under the Power Purchase Agreement (as defined herein);

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and the sum of \$1.00 of lawful money of Canada and other good and valuable consideration paid by each of the parties hereto to each of the other parties hereto (the receipt and sufficiency of which are hereby acknowledged), it is agreed between the parties hereto as follows:

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Nova Scotia
Utility and Review Board

ARTICLE 1 INTERPRETATION

1.1 **Definitions.** Whenever used in this Agreement, the following words and phrases shall have the respective meanings ascribed to them as follows:

- (a) **"Agreement", "this Agreement", "hereof", "herein" and "hereunder"** and similar expressions refer to this agreement and the schedules attached and not to any particular article, section or other portion hereof and include any agreement or instrument amending or supplementing the same;
- (b) **"Acquired Project Assets"** means any additional assets, property or rights acquired by the Licensor after the Effective Date for use solely in connection with the Project, but not including any other assets, property or rights of the Licensor;
- (c) **"Commercial Operation Date"** shall have the meaning set forth in Section 1 of the Power Purchase Agreement;
- (d) **"Development Costs"** shall have the meaning set forth in the Purchase Agreement;
- (e) **"Effective Date"** means the same day as the Closing Date as set forth in the Purchase Agreement;
- (f) **"Good Utility Practices"** shall have the meaning set forth in Section 1 of the Power Purchase Agreement;
- (g) **"Leases"** means all of the lease agreements and land option agreements forming part of the Purchased Assets;
- (h) **"License"** means the license granted by the Licensor to the Licensee in Section 3.1 hereof;
- (i) **"Licensed Assets"** means any of the Purchased Assets or the Acquired Project Assets necessary for the Licensee's operation of the Project after the Commercial Operation Date, including, without limitation, the Leases;
- (j) **"Option"** means the option granted by the Licensor to the Licensee in Section 6.1 hereof;
- (k) **"Optioned Assets"** means collectively the Purchased Assets and the Acquired Project Assets;
- (l) **"Power Purchase Agreement"** means a power purchase agreement made between Interwind Corp. (formerly SkyPower Corp.) and the Licensor dated March 31, 2008, and assigned by Interwind Corp. to the Licensee, with the Consent of the Licensor pursuant to an Assignment and Assumption of Power Purchase Agreement for Renewable energy dated December 23, 2009;

- (m) **"Party"** means either the Licensee or the Licensor and **"Parties"** refers to both the Licensee and the Licensor;
 - (n) **"Project"** means the construction, development and operation of a wind energy facility located near Digby, Nova Scotia;
 - (o) **"Purchase Agreement"** shall have the meaning set fourth in recital A above;
 - (p) **"Purchased Assets"** means all assets acquired by the Licensor from the Licensee under the Purchase Agreement as set out in Schedule "A" attached hereto. For greater certainty the Purchased Assets do not include the Development Costs;
 - (q) **"Put Notice"** means the put notice delivered by the Licensor in accordance with Section 6.6 hereof;
 - (r) **"Scheduled Commercial Operation Date"** shall have the meaning set forth in Section 1 of the Power Purchase Agreement;
 - (s) **"UARB"** means the Nova Scotia Utility and Review Board.
- 1.2 **Gender and Number.** In this Agreement, words importing the singular include the plural and vice versa and words importing a specific gender include all genders.
- 1.3 **Including.** In this Agreement, the words "includes" or "including" shall mean "includes without limitation" or "including without limitation", respectively.
- 1.4 **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.
- 1.5 **Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 1.6 **Capitalized Terms.** Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.
- 1.7 **Recitals.** The parties acknowledge that the recitals of this Agreement are true and accurately state the relationship between the parties in relation to the Assets and the Project.

ARTICLE 2 SCHEDULES

- 2.1 **Description of Schedules.** The following are the Schedules attached to and incorporated in this Agreement by reference and deemed to be a part hereof:

Schedule "A" - Assets

ARTICLE 3 GRANT OF LICENSE

- 3.1 **License.** Subject to the terms herein, the Licensors grants to the Licensee an exclusive, nontransferable, nonassignable license, without the right to grant sublicenses, to use the Licensed Assets and all rights, privileges or benefits acquired, owned or held by the Licensors under or relating to the Development Costs solely for, or in connection with, the operation and maintenance of the Project and the sale of energy generated by the Project pursuant to the terms of the Power Purchase Agreement;
- 3.2 **License Term.** The License granted in Section 3.1 shall commence on the Commercial Operations Date of the Project and shall continue and subsist on a day to day basis as long as the Power Purchase Agreement is in effect but shall terminate upon the termination or expiration of the Power Purchase Agreement (the "License Term") unless otherwise terminated in accordance with the provisions herein;
- 3.3 **Exercise of Option or Put.** For certainty, the License shall automatically expire on completion of the purchase of the Optioned Assets by the Licensee pursuant to Section 6.3 or 6.6 herein.
- 3.4 **Agreed Termination.** Notwithstanding Section 3.2, the License may be terminated at any time with the written consent of both Parties.
- 3.5 **License Payments.** The Licensee agrees to pay to the Licensors an annual license fee equal to 100% of the aggregate amount of sales revenue received by the Licensee during the applicable calendar year in respect of the sale of energy generated by the Project under the Power Purchase Agreement (the "License Fee"). For greater certainty, "sales revenue" for the purposes of calculating the License Fee will be net of sales taxes and of any penalties or adjustments payable to or deducted by the Licensors under the terms of the Power Purchase Agreement. The Licensors shall not earn, nor shall payment of the License Fee commence until the Project has achieved its Commercial Operation Date.

ARTICLE 4 DEFAULT

- 4.1 **Default.** Any of the following constitutes an Event of Default under this Agreement:
- (a) any payment due to the Licensors, including without limitation the payment of the License Fee, or any payment due to a third party in connection with the Project is not paid as and when due to the Licensors or to a third party as applicable and such amounts remain unpaid thirty (30) days after notice in writing is given by the Licensors to the Licensee requiring payment;
 - (b) the Licensee has breached any of its obligations in this Agreement and, if such breach is capable of being remedied and is not otherwise listed in this Section 4.1, after notice in writing from the Licensors to the Licensee:

- (i) the Licensee fails to remedy such breach within thirty (30) days (or such shorter period as may be provided in this Agreement); or
- (ii) if such breach cannot reasonably be remedied within thirty (30) days (or such shorter period), the Licensee fails to commence to remedy such breach within ten (10) days of such breach, or thereafter fails to proceed diligently to remedy such breach;
- (c) a receiver, guardian, trustee in bankruptcy or any other similar officer is appointed to take charge of all or any substantial part of the Licensee's property by a court of competent jurisdiction, or under any debenture or other private security document, or a petition is filed for the re-organization of the Licensee under any provision of the *Bankruptcy and Insolvency Act* or any law of Canada or any province thereof or of the jurisdiction in which the Licensee is incorporated relating to bankruptcy or insolvency then in force or the Licensee becomes insolvent or makes a general assignment for the benefit of its creditors;
- (d) the Licensee assigns, transfers, sublicenses or encumbers this License or any of its rights or obligations hereunder without the consent of the Licensor, such consent may be unreasonably or arbitrarily withheld; or
- (e) the Licensee terminates, breaches or modifies the provisions of the Power Purchase Agreement or engages in any activity that results or could, in the opinion of the Licensor, result in a breach of the Power Purchase Agreement.

4.2 **Remedy.** If and whenever an Event of Default occurs, then, without prejudice to any other rights, which it has pursuant to this Agreement or at law, the Licensor shall have the right to terminate the License by notice to the Licensee and to repossess the Licensed Assets.

ARTICLE 5 COVENANTS

5.1 **Covenants of Licensee.** The Licensee hereby covenants with Licensor:

- (a) To pay the Licensee Fee to the Licensor as set out in Section 3.4;
- (b) To comply at all times with any requirements, regulations, terms or obligations imposed on the Project or the Licensed Assets from time to time by the Licensor and to comply with all terms, conditions and obligations contained in the Power Purchase Agreement;
- (c) To use the Licensed Assets and the Project for the limited purposes contemplated herein and to comply at all times with all the terms, conditions and obligations of the Licensor contained in any applicable contracts, agreements or permits relating to the Project;

- (d) To maintain throughout the License Term, at its own expense, insurance on the Licensed Assets and the Project to the satisfaction of the Licensor and with the Licensor named as an additional insured or loss payee as applicable. All insurance policies shall provide for Thirty (30) days notice to the Licensor from the insurer in the event of any modification or termination of such coverage and the Licensee shall furnish to the Licensor on request from time to time with a certificate of insurance as well as a copy of the amended endorsement evidencing same within Thirty (30) days after the execution of this Agreement.
- (e) To maintain and keep at all times the Project in good repair and condition and to use the Licensed Assets at all times in compliance with all applicable laws and in accordance with good utility practices. Should the Licensee fail to effect any repairs or required maintenance, the Licensor may effect the repairs or required maintenance at the expense of the Licensee;
- (f) To save harmless and indemnify the Licensor, its servants or agents from and against any and all claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed upon the Licensor for loss, damage or injury to any person and property directly or indirectly arising out of or sustained by the Licensor in the exercise by the Licensee of any of its rights hereunder and without negligence or willful misconduct by the Licensor, its servants, agents or employees;
- (g) To, at its own cost, from time to time, to make good any and all damage or injury whether direct or indirect to any other persons or entity that may arise by the Licensee's use of the Licensed Assets or operation of the Project or by any failure of or defect therein; and
- (h) Subject to the Option, on termination or surrender of this Agreement, to turn over possession of any of the Licensed Assets and the Project to the Licensor.

5.2 **Covenants of the Licensor.** The Licensor hereby covenants with the Licensee to perform, or cause to be performed, all actions necessary to complete the design and construction and commission of the Project using Good Utility Practices and in compliance with all applicable laws and regulations and the Power Purchase Agreement and so as to achieve the Commercial Operation Date by the Scheduled Commercial Operation Date in accordance with the terms and conditions of the Power Purchase Agreement.

ARTICLE 6 OPTION

6.1 **Grant of Option.** As of the Effective Date, the Licensor, hereby grants to the Licensee an irrevocable option to purchase the Optioned Assets on the terms and conditions set forth in this Agreement.

- 6.2 **Exercise of Option.** Unless expired under the terms of Section 6.4 hereof, the Option may be exercised at any time by the Licensee providing the Licensors with at least Thirty (30) days written notice of its intention to exercise the Option (the "**Exercise Notice**"). The Exercise Notice must be delivered during normal business hours to the address provided for the Licensors in Section 8.1 hereof, or at such other address as the Licensors shall provide the Licensee.
- 6.3 **Purchase of Optioned Assets.** Should the Licensee exercise the Option, the Licensee shall be entitled to purchase the Optioned Assets from the Licensors on the same terms and conditions contained in the Purchase Agreement, subject to all changes, revisions, deletions or additions necessary to reflect the state of the Parties, the Optioned Assets and the Project as of the Option Closing Date, including without limitation, all revisions necessary to remove those terms and conditions in the Purchase Agreement required pursuant to or for compliance with Section 85 of the *Income Tax Act* (Canada) and as may be necessary to complete the transaction on the following terms and conditions:
- (a) **Option Purchase Price.** The purchase price of the Optioned Assets under the Option shall be equal to the full amount of all consideration paid for the Purchased Assets and all payments for the Development Costs made by the Licensors to the Licensee pursuant to the Purchase Agreement plus all costs and expenses incurred by the Licensors relating to the design, construction, development or operation of the Project after the Effective Date up to and including the Option Closing Date (the "**Option Purchase Price**"), including without limitation:
 - (i) the cost of all of the Acquired Project Assets acquired by the Licensors relating to the Project after the Effective Date;
 - (ii) all lending, banking, interest, prepayment and breakage costs incurred by the Licensors in relation to the Project or as a result of any payments to any lender or other encumbrance holder required to transfer the Assets to the Licensee free and clear of all Liens; and
 - (iii) the cost of all professional services retained by the Licensors in relation to the Project including, without limitation all survey, engineering, contracting, legal or accounting fees and costs.
 - (b) **Payment of Option Purchase Price.** The Licensee shall pay to the Licensors the full amount of the Option Purchase Price on the Option Closing Date by way of certified cheque, bank draft, solicitor's trust cheque, promissory note or as otherwise determined by the Licensee and the Licensors;
 - (c) **Consents.** The purchase of the Assets by the Licensee pursuant to the Option shall be subject to the Licensee obtaining any third party consents that may be required to transfer the Assets from the Licensors to the Licensee. The Licensors shall provide all reasonable assistance to the Licensee where required to obtain any necessary consents to the transfer;

- (d) **Option Closing Date.** Subject to the receipt of all required consents, the transfer of the Assets from the Licensor to the Licensee shall take place on or before the sixtieth (60th) day following the Licensor's receipt of the Exercise Notice, or if such day is a weekend or holiday on the next following business day in Halifax, Nova Scotia (the "**Option Closing Date**");
- (e) **Title.** The Assets shall be transferred to the Licensee free and clear of any Liens as of the Option Closing Date, saving and excepting those Liens consented to by the Licensee or relating to liabilities being assumed by the Licensee in relation to the Assets;
- (f) **Assumption of Liabilities.** As of the Option Closing Date the Licensee shall assume and covenant to perform all liabilities and obligations of the Licensor under the Material Contracts, the Permits and under any contract, agreement, permit, consent, lease, license, option, indenture, deed, mortgage, charge, encumbrance or other document relating to or necessary for the design, development, construction or operation of the Project (collectively the "**Assumed Agreements**") and the Licensee shall provide the Licensor with an indemnity and save harmless the Licensor, its servants or agents from and against any and all claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed upon the Licensor under the Assumed Agreements after the Option Closing Date for loss, damage or injury to any person and property directly or indirectly arising out of or sustained by the Licensor without negligence or willful misconduct by the Licensor, its servants, agents or employees

6.4 **Expiration of Option.** The Option and this License shall automatically expire and terminate and be null and void if the Licensee has not delivered the Exercise Notice to the Licensor prior to the occurrence of the earliest of the following events:

- (a) The Parties mutually agree on a expiration date;
- (b) The Power Purchase Agreement expires or is otherwise terminated pursuant to its terms; or
- (c) the approval by the UARB of the Licensor's application for approval of the capital expenditure associated with the Project in the form as filed by the Licensor with the UARB pursuant to the *Public Utilities Act* (Nova Scotia).

6.5 **Termination of Power Purchase Agreement**

Upon the expiration of the Option in accordance with Section 6.4(c) hereof, the parties mutually agree to terminate the Power Purchase Agreement and the Licensor shall return to the Licensee the performance security held by the Licensor with respect to the Power Purchase Agreement.

6.6 Put Rights of Licensors

The Licensors may, in its discretion, by notice in writing to the Licensee (the "Put Notice"), require the Licensee to exercise the Option, in which event the Licensee shall be required to purchase the Optioned Assets from the Licensors on or before the sixtieth (60th) day following the Licensee's receipt of the Put Notice upon the terms and conditions set out in Section 6.3 hereof saving only that the Option Closing Date shall be determined in accordance with this Section 6.6. Notwithstanding anything in this Agreement the put rights of the Licensors herein may only be exercised in the event that the UARB does not approve the Licensors' application for approval of the capital expenditure associated with the Project or the UARB approves the foregoing application with the imposition by the UARB of conditions upon the application as filed by the Licensors which are not satisfactory to the Licensors.

6.7 Expiration of Put Rights.

The put rights of the Licensors herein shall automatically expire and be null and void if the Licensors has not delivered a Put Notice to the Licensee prior to the occurrence of the earliest of the following events:

- (a) The Parties mutually agree on a expiration date for the Put rights of the Licensors;
- (b) The Power Purchase Agreement expires or is otherwise terminated pursuant to its terms; or
- (c) The expiration of thirty (30) days following the issuance of the decision or order of the UARB upon the Licensors' application for approval of the capital expenditure associated with the Project pursuant to the *Public Utilities Act* (Nova Scotia). Provided, however, such expiry period shall be stayed pending any appeal by the Licensors of the UARB's decision or order with respect to the Licensors' application to the Nova Scotia Court of Appeal.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES

7.1 Licensors' Representation and Warranties. The Licensors represents and warrants that:

- (a) the Licensors is duly incorporated and validly subsisting under the laws of Nova Scotia and no proceedings have been instituted or are pending for the dissolution, winding-up, surrender of charter or liquidation of the Licensors or threatening its existence;
- (b) It has full power, legal right and corporate authority to enter into and perform its obligations under, and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement;

- (c) The Licensor owns the Purchased Assets both legally and beneficially and the Licensor has good and marketable title to the Purchased Assets;
- (d) The Licensor has not granted any licenses, options or similar agreements to any other person or entity for the use or purchase of the Purchased Assets or the development and operation of the Project; and
- (e) Neither the execution of this Agreement nor the performance by the Licensor of its obligations thereunder will result in the breach of, or constitute a default under, any term or provision of any indenture, mortgage, debenture, deed of trust or other agreement to which the Licensor is a party or by which the Licensor is bound or to which the Purchased Assets are or may be subject.

7.2 **Licensee's Representations and Warranties.** The Licensee represents and warrants that:

- (a) The Licensee is duly incorporated and validly subsisting under the laws of Nova Scotia and no proceedings have been instituted or are pending for the dissolution, winding-up, surrender of charter or liquidation of the Licensee or threatening its existence;
- (b) It has full power, legal right and corporate authority to enter into and perform its obligations under, and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement; and
- (c) Neither the execution of this Agreement nor its performance by the Licensee will result in the breach of, or constitute a default under, any term or provision of any indenture, mortgage, debenture, deed of trust or other agreement to which the Licensee is a party or by which the Company is bound.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 **Notices.** Any notice or other communication required or permitted to be given hereunder from one Party to the other shall be made in writing and sent by prepaid registered post, return receipt requested, or hand delivered or sent by telefax (confirmed by ordinary mail) during normal business hours of the recipient Party, addressed to it as follows:

to the Licensor:

Nova Scotia Power Incorporated
PO Box 910
Halifax, Nova Scotia B3J 2W5

Attention: Corporate Secretary

Fax: (902) 428-6171

to the Licensee:

3240384 Nova Scotia Limited
PO Box 910
Halifax, Nova Scotia B3J 2W5

Attention: Corporate Secretary

Fax: (902) 428-6171

or to such other address as either Party may in writing advise by notice given in accordance with this Section. Any such notice or other communication will be deemed to have been given, if mailed as aforesaid, on the date of delivery by postal authorities, or if hand delivered or sent by telefax as aforesaid, on the first business day after the notice or communication is received by the addressee.

- 8.2 **Delay.** No delay or omission of a Party to exercise any right or power accruing upon default of the other Party shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein and every power and remedy given hereby to the non-defaulting Party may be exercised by it from time to time and as often as may be deemed by it.
- 8.3 **Modification.** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by both Parties.
- 8.4 **Severability.** In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement contained herein.
- 8.5 **Entire Agreement.** This Agreement (including the schedules hereto) contains all the representations and constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements, dealing with the subject matter hereof, are superseded in total by this Agreement and Schedules hereto. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against the Party.
- 8.6 **Governing Law.** This Agreement and the obligations of the Parties hereunder shall be interpreted, construed and enforced in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.
- 8.7 **Assignment.** Neither Part shall assign this Agreement or its rights or obligations hereunder, in whole or in part, without the prior written consent of the other Party.
- 8.8 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original agreement and all of which shall constitute one

agreement. Signatures delivered by facsimile or electronic copy will be deemed for all purposes to be original counterparts of this Agreement.

8.9 **Binding Effect.** This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the respective Parties.

8.10 **Further Assurances.** From time to time, as and when reasonably requested by either Party, the Parties shall execute and deliver and cause to be executed and delivered all such documents and instruments and shall take or cause to be taken all such further or other actions to implement or give effect to the transactions contemplated by this Agreement, provided such documents, instruments or actions are consistent with the provisions of this Agreement and good utility practices, including without limitation, such amendments to this Agreement that may be required from time to time. All such amendments, further documents, instruments or actions shall be delivered or taken at no additional consideration and all parties shall bear their own expenses in relation to the provision of such amendments, further documents or instruments or performing such further acts.

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SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Witness

Per: 

Name: _____
Title: **Robert R. Bennett**
President and Chief Executive Officer

Per: Mark Savory
Name: **Mark Savory**
Title: **VP, Technical and Construction Services**

3240384 NOVA SCOTIA LIMITED

Per: _____
Name: Stephen Aftanas
Title: Corporate Secretary

SIGNED, SEALED AND DELIVERED
in the presence of

NOVA SCOTIA POWER INCORPORATED

Per:

Name: _____

Title:

Per:

Name: _____

Title:

3240384 NOVA SCOTIA LIMITED

Per:

Name: Stephen Aftanas

Title: Corporate Secretary

JAMES SPURR
Director

Schedule "A"

A. Assets Acquired by 3240384 Nova Scotia Limited since December 23, 2009:

Asset/Document	Parties	Date
Procurement and Construction Contract	Emera Utility Services Inc. 3240384 Nova Scotia Limited	February 9, 2010
Standard Generator Interconnection and Operating Agreement	3240384 Nova Scotia Limited Nova Scotia Power Inc	February 4, 2010
Agreement	Scotian Windfields Inc. 3240384 Nova Scotia Limited	December, 2009
Department of Natural Resources Clean Energy Agenda EcoEnergy for Renewable Power Repayable Contribution Agreement	Department of Natural Resources 3240384 Nova Scotia Limited	March 12, 2010
General Electric External Change Order No. 9	3240384 Nova Scotia Limited General Electric Company General Electric Canada	February 3, 2010
General Electric External Change Order No. 10	3240384 Nova Scotia Limited General Electric Company General Electric Canada	February 10, 2010
Rare Plant Habitat Modeling Study / Report/ Results	3240384 Nova Scotia Limited Stantec Consulting Ltd.	
Land Survey Contract	3240384 Nova Scotia Limited Scotia Surveys Limited	Jan 27, 2010
Drawing – Wind Farm Siting Plan	3240384 Nova Scotia Limited CBCL	Jan 29, 2010
Sound Impact Study Report + Contour Drawing	3240384 Nova Scotia Limited Stantec Consulting Ltd.	Feb, 2010

Archaeological Study (Transmission Line) Interim Report	3240384 Nova Scotia Limited CRM Group	April 6, 2010
Drawings - Wetlands	3240384 Nova Scotia Limited CBCL	April, 2010
Telecommunications Assessment Report	3240384 Nova Scotia Limited Oldham Engineers Inc.	April 6, 2010
Environmental Protection Plan	3240384 Nova Scotia Limited	March 5, 2010
Agreement of Purchase and Sale regarding the sale to 3240384 Nova Scotia Limited of PID 30192447 and PID 30258982, being lands at or near the South side of Old Gulliver's Cove Road, Rossway, Digby County, Province of Nova Scotia,	3240384 Nova Scotia Limited Churchill Ashford Shirley Ashford	February 11, 2010

LAND LEASES (Turbine)

Land Parcel – Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia	Asset/Document	Parties	Date
PID 30130025 PID 30133011 PID 30133029	NS Wind Project Lease	3240384 Nova Scotia Limited Chester A. Fogg and Marie B. Fogg	March 1, 2010
PID 30167829 PID 30132088	NS Wind Project Lease	3240384 Nova Scotia Limited Alan A. Fogg	March 1, 2010
PID 30346407 PID 30167761	NS Wind Project Lease	3240384 Nova Scotia Limited Larry G. Lewis and Linda Lewis	April 27, 2010

PID 30132732 PID 30168587	NS Wind Project Lease	3240384 Nova Scotia Limited P.C. Futures Limited	April 27, 2010
PID 30132815	NS Wind Project Lease	3240384 Nova Scotia Limited James E. Bennett and Beverley C. Bennett	April 13, 2010
PID 30132815	NS Wind Project Lease – Amended and Restated	3240384 Nova Scotia Limited James E. Bennett and Beverley C. Bennett	April 13, 2010

NON TURBINE LEASES

Land Parcel – Nova Scotia Property Identification Number (“PID”) Digby County, Nova Scotia	Asset/Document	Parties	Date
PID 30168231 PID 30255228 PID 30274088	NS Wind Project Lease –Non-Turbine Lands	3240384 Nova Scotia Limited James E. Bennett and Beverley C. Bennett	April 13, 2010
PID 30168231 PID 30255228 PID 30274088	NS Wind Project Lease – Amended and Restated Non-Turbine Lands	3240384 Nova Scotia Limited James E. Bennett and Beverley C. Bennett	April 13, 2010
PID 30132989 PID 30192496 PID 30354104	NS Wind Project Lease	3240384 Nova Scotia Limited Jerry Schofield	April 30, 2010
PID 30168538	NS Wind Project Lease	3240384 Nova Scotia Limited Linda Lewis Darrell Lewis	May 13, 2010

PID 30168496 PID 30168504	NS Wind Project Lease	3240384 Nova Scotia Limited Timothy D. Halliday	May 17, 2010
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TRANSMISSION LINE OPTIONS (Non-Turbine)

Land Parcel – Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia	Document	Parties	Date
PID 30149801	Amended and Restated Option Agreement	3240384 Nova Scotia Limited Anne M. Boudreau Anita E. Boudreau	February 25, 2010
PID 30149793	Amended and Restated Option Agreement	3240384 Nova Scotia Limited Eileen Frances Brinton	February 25, 2010
PID 30152227	Amended and Restated Option Agreement	3240384 Nova Scotia Limited Alan E. Ross Joan M. Ross	February 26, 2010
PID 30149272	Amended and Restated Option Agreement	Stanley Boudreau Glenda Doucet-Boudreau	February 2, 2010
PID 30149264	Amended and Restated Option Agreement	Stanley Boudreau Glenda Doucet-Boudreau	February 2, 2010

B. Asset Documents Relating to Purchase from Interwind Corp. (formerly SkyPower Corp.) and Scotian Windfield Partners Corp.:

Asset/Document	Parties	Date
Purchase Agreement	Scotian Windfield Partners Corp. 3240384 Nova Scotia Limited	December 21, 2009
General Conveyance Agreement	Scotian Windfield Partners Corp.	December 23, 2009

	3240384 Nova Scotia Limited	
Indenture	Scotian Windfield Partners Corp. 3240384 Nova Scotia Limited	December 23, 2009
General Conveyance and Assumption Agreement	Interwind Corp. 3240384 Nova Scotia Limited	December 23, 2009
Indenture	Interwind Corp. 3240384 Nova Scotia Limited	December 23, 2009
Turbine Assignment and Consent Agreement	Interwind Corp. 3240384 Nova Scotia Limited General Electric Company General Electric Canada	December 22, 2009
Assignment and Assumption Agreement for Renewable Energy	Interwind Corp. 3240384 Nova Scotia Limited Nova Scotia Power Inc.	December 23, 2009
Nova Scotia Environment Environmental Assessment Approval	Assigned to 3240384 Nova Scotia Limited with consent of Minister	August 24, 2009
Consent Agreement	Magna Electric Corporation	December 8, 2009

C. Non-Land Assets Acquired through Scotian Windfields Inc. and Scotian Windfields Partners Corp.

Asset/Document	Parties	Date
Generator Interconnection Request	Nova Scotia Power Incorporated 6739954 Canada Corporation (now Scotian Windfields Partners Corp.)	April 19, 2007
Interconnection Facility Study Agreement	Nova Scotia Power Incorporated 6739954 Canada Corporation (now Scotian Windfields Partners Corp.)	February 17, 2009
Appendix 3 to GIP Interconnection System Impact Study Agreement	Nova Scotia Power Incorporated 6739954 Canada	February 6, 2008

	Corporation (now Scotian Windfields Partners Corp.)	
Cover Letter re Final Facilities Study Report	Nova Scotia Power Incorporated 673954 Canada Corp. (now Scotian Windfields Partners Corp.)	September 28, 2009
Final Report System Impact Study IR141	Nova Scotia Power Incorporated	December 17, 2008
Draft Facility Study Report – Part 1	Nova Scotia Power Incorporated	August 4, 2009
Draft Facility Study Report – Part 2	Nova Scotia Power Incorporated	August 4, 2009
Letter Extending Completion Date for the Interconnection Agreement to December 23, 2009	Nova Scotia Power Incorporated 6739954 Canada Corp.	November 24, 2009
Building Permit Re PID 30256812	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7377 Re PID 30167761	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7378 Re PID 30167829	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7379 Re PID 30132088	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7381 Re PID 30133011	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7382 Re PID 30133029	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7490 Re PID 30191860	Municipality and Town of Digby	July 16, 2009
Building Permit No. 7389 Re PID 30132989	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7388 Re PID 30191860	Municipality and Town of Digby	February 16, 2009

Building Permit No. 7387 Re PID 30191688	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7386 Re PID 30168538	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7385 Re PID 30168587	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7384 Re PID 30132732	Municipality and Town of Digby	February 16, 2009
Building Permit No. 7383 Re PID 30132815	Municipality and Town of Digby	February 16, 2009
Nova Scotia Environment Environmental Assessment Approval	<u>Scotian Windfields Inc. SkyPower Corp.</u> Nova Scotia Environment, Office of the Minister	August 24, 2009

D. Land Assets Acquired through Scotian Windfields Partners Corp.

Land Parcel – Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia	Document Name	Date	Parties
30259907; 30259899; 30192462; 30132856; 30191860	Option Agreement	02/27/07	Fred Ross Sharon Ross Scotian Windfield Partners Corp.
30284186	Option Agreement	04/18/07	Fraser Bagwell Holly Bagwell Scotian Windfield Partners Corp.

Land Parcel – Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia	Document Name	Date	Parties
30191811	Option Agreement	03/06/07	James Lewis Nancy Lewis Scotian Windfield Partners Corp.
30256812	Option Agreement	04/18/07	Vernon McBride Scotian Windfield Partners Corp.
30132989	Option Agreement	04/18/07	Jerry Schofield Scotian Windfield Partners Corp.
30132815; 30255228; 30274088; 30168231	Option Agreement	07/18/07	James Bennett Beverly Bennett Scotian Windfield Partners Corp.
30191688	Option Agreement	03/25/08	Bernard McBride Scotian Windfield Partners Corp.
30168496; 30168504	Option Agreement	03/24/08	Timothy Halliday Scotian Windfield Partners Corp.
30132732; 30168587	Option Agreement	03/24/08	PC Futures Ltd. Scotian Windfield Partners Corp.
30284194; 30284160; 30191738	Option Agreement	03/25/08	Elinor Anne Mullen Scotian Windfield Partners Corp.

Land Parcel – Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia	Document Name	Date	Parties
30191795	Option Agreement	03/25/08	Judy Cook Scotian Windfield Partners Corp.
30191746	Option Agreement	03/26/08	Vernon McBride Scotian Windfield Partners Corp.
30346407; 30167761	Option Agreement	03/24/08	Larry Lewis Linda Lewis Scotian Windfield Partners Corp.
30168538	Option Agreement	03/24/08	Linda L. Lewis Scotian Windfield Partners Corp.
30168769	Option Agreement	03/24/08	Perry Allan Vantassel Scotian Windfield Partners Corp.
30130025; 30133011; 30133029	Option Agreement	07/29/09	Chester Fogg Marie Fogg Scotian Windfield Partners Corp.
30167829; 30132088; 30167803	Option Agreement	07/29/09	Alan Fogg Scotian Windfield Partners Corp.

E. Non-Land Assets Acquired through Interwind Corp. (formerly SkyPower Corp.):

Document Name	Date	Parties
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Document Name	Date	Parties
Geotechnical Investigation, Final Report	June 3, 2009	Strum Environmental SkyPower Corp.
Supplementary Geotechnical Investigation	July 7, 2009	Strum Environmental SkyPower Corp.
Supplementary Geotechnical Investigation	July 27, 2009	Strum Environmental SkyPower Corp.
MET Resource Report	February 16, 2009	Genivar SkyPower Corp.
Magna Transformer Acquisition	April 2, 2009	Magna Electric Corp. SkyPower Corp.
Topographical Survey of turbines sites and access roads	June 10, 2009	Terrain SkyPower Corp.
Additional Survey Information - Report of Surveying of Bennett Lane and Collection System Area	July 31, 2009	Terrain SkyPower Corp.
Construction Contract Bid Package, including: Tender Drawings, Tender Specifications and Standard Specifications for Municipal Services	June 30, 2009	CBCL LIMITED SkyPower Corp.
Construction Contract Reference Documents, including: GE 1.5 SLE Energy Technical Exhibits and GE Energy Work Instructions, Receiving reports, Check out sheets and drawings	June 30, 2009	CBCL LIMITED SkyPower Corp. GE Energy
Contract Documents – Addendum No. 1 Materials (including revised Appendices and Drawings)	July 10, 2009	CBCL LIMITED SkyPower Corp.
Contract Documents – Addendum No. 2	July 15, 2009	CBCL LIMITED SkyPower Corp.
Contract Documents – Addendum No. 3, including Developer supplied Form of Construction Contract	July 24, 2009	CBCL LIMITED SkyPower Corp.

Document Name	Date	Parties
Contract Documents – Addendum No. 4	July 30, 2009	CBCL LIMITED SkyPower Corp.
Contract Documents – Addendum No. 5	July 31, 2009	CBCL LIMITED SkyPower Corp.
Digby Wind Power Survey	July 2009	Pollara SkyPower Corp.
EcoEnergy Registration No.5911-S17-1	September 7, 2007	Natural Resources Canada SkyPower Corp.
EcoEnergy Acknowledgement of submission TPI	July 9, 2009	Natural Resources Canada SkyPower Corp.
Preliminary Electro-Magnetic Interference Study	April 23, 2009	Genivar SkyPower Corp.
Issues Identification Report	June 22, 2007	Jacques Whitford Limited SkyPower Corp.
Nova Scotia Environment – Notice of Registration	April 30, 2009	Nova Scotia Environment SkyPower Corp.
Provincial Environmental Assessment Report and appendices Appended Reports: • Public Consultation Materials • Aquatic Survey Photographs • Flora Lists • Wetland Data • Avian Field Program Information • Noise Impact Study	April 2009	Jacques Whitford Stantec Limited SkyPower Corp.
Addendum to Environmental Assessment Registration Document	July 3, 2009	Jacques Whitford Stantec Limited SkyPower Corp.
Nova Scotia Environment – Request for additional information	June 2009	Nova Scotia Environment, Office of the Deputy Minister SkyPower Corp.
Nova Scotia Environment Environmental Assessment	August 24,	Nova Scotia Environment,

Document Name	Date	Parties
Decision	2009	Office of the Minister SkyPower Corp. Scotian Windfields Inc.
Federal Coordination Notice	May 8, 2009	Canadian Environmental Assessment Agency SkyPower Corp.
Interim Mi'kmaq Ecological Knowledge Study	May, 2009	The Confederacy of Mainland Mi'kmaq (CMM), Environmental Services SkyPower Corp.
Interim #2 Mi'kmaq Ecological Knowledge Study	July, 2009	The Confederacy of Mainland Mi'kmaq (CMM), Environmental Services SkyPower Corp.
Quarterly Development Report for NSPI – Q1 2009	April 15, 2009	Nova Scotia Power Incorporated SkyPower Corp.
Quarterly Development Report for NSPI – Q4 2008	January 15, 2009	Nova Scotia Power Incorporated SkyPower Corp.
Quarterly Development Report for NSPI – Q2 2009	July 15, 2009	Nova Scotia Power Incorporated SkyPower Corp.
Transmission Line Feasibility Study	May 1, 2009	Terrain SkyPower Corp.
Transport Canada MET Tower Approval	August 29, 2008	Transport Canada SkyPower Corp.
NavCanada and Transport Canada MET Tower Approvals	August 15, 2007 and April 25, 2007	NavCanada Transport Canada SkyPower Corp.
Transport Canada MET Tower Approval	August 24, 2007	Transport Canada SkyPower Corp.
Transport Canada MET Tower Approval	August 29, 2008	Transport Canada SkyPower Corp.
Transport Canada MET Tower Approval	August 29, 2008	Transport Canada SkyPower Corp.
Transport Canada MET Tower	August 29,	Transport Canada

Document Name	Date	Parties
Approval	2008	SkyPower Corp.
Transport Canada MET Tower Approval	August 29, 2008	Transport Canada SkyPower Corp.
Transport Canada MET Tower Approval	August 29, 2008	Transport Canada SkyPower Corp.
Transport Canada MET Tower Approval	August 29, 2008	Transport Canada SkyPower Corp.
Transport Canada MET Tower Approval	August 29, 2008	Transport Canada SkyPower Corp.
Transport Canada MET Tower Approval	August 29, 2008	Transport Canada SkyPower Corp.
Power Purchase Agreement and the Performance Security thereunder	March 31, 2008	Nova Scotia Power Incorporated SkyPower Corp.
Wind Turbine Building Permits	February 16, 2009	Municipality and Town of Digby SkyPower Corp.
Building Permit for Control Building	July 16, 2009	Municipality and Town of Digby SkyPower Corp.
Transport Canada Approval of Project	July 6, 2009	Transport Canada SkyPower Corp.
NavCanada Approval for 20 Wind Turbines	August 25, 2009	NavCanada SkyPower Corp.
Amended and Restated Contract for 20 1.5 GE SLE Turbines	March 2, 2009	General Electric Company General Electric Canada SkyPower Corp.
Change Order No. 1	March 10, 2009	General Electric Company General Electric Canada SkyPower Corp.
Change Order No. 2	March 16, 2009	General Electric Company General Electric Canada SkyPower Corp.
Change Order No. 3	March 24, 2009	General Electric Company

Document Name	Date	Parties
		General Electric Canada SkyPower Corp.
Change Order No. 4	April 15, 2009	General Electric Company General Electric Canada SkyPower Corp.
Change Order No. 5	June 4, 2009	General Electric Company General Electric Canada SkyPower Corp.
Change Order No. 6	June 18, 2009	General Electric Company General Electric Canada SkyPower Corp.
Change Order No. 7	July 10, 2009	General Electric Company General Electric Canada SkyPower Corp.
Change Order No. 8	August 4, 2009	General Electric Company General Electric Canada SkyPower Corp.
Yield Report	March 16, 2009	Genivar SkyPower Corp.
Yield Report Update	April 3, 2009	Genivar SkyPower Corp.
Yield Report Update	May 29, 2009	Genivar SkyPower Corp.
Mechanical Load Analysis	June 15, 2009	GE Energy SkyPower Corp.
Resistivity Data	August 6, 2009	Strum Environmental SkyPower Corp.
Supplementary Geotechnical Investigation Report	July 27, 2009	Strum Environmental SkyPower Corp.
Mi'kmaq Ecological Knowledge Study	September 2009	CMM Environment Services The Confederacy of Mainland Mi'kmaq

Document Name	Date	Parties
		SkyPower Corp.
Net Energy Analysis	September 30, 2009	WindLogics SkyPower Corp.
SRS Approval Notification	September 30, 2009	Nova Scotia Power Incorporated SkyPower Corp.
Final Facilities Study Infrastructure Report	September 8, 2009	Nova Scotia Power Incorporated SkyPower Corp.
Substation – Confirmation Letter of Completed Coil Assembly	September 24, 2009	SkyPower Corp. Magna Electric Corporation
Application for Permit for Breaking Soil of Highways	October 9, 2009	SkyPower Corp. Nova Scotia Department of Transportation and Infrastructure Renewal
Approved Breaking Soil of Highways Permit	October 15, 2009	SkyPower Corp. Nova Scotia Department of Transportation and Infrastructure Renewal

5 MET Towers as described below:

TowerID	Province	Project	Final Tower Installation Coordinates
611	NS	Digby NS	44 35.774, -65 53.542
612	NS	Digby NS	44 35.727, -65 56.472
613	NS	Digby NS	N 044° 35.321', W 065° 57.216'
615	NS	Digby NS	N 044° 34.472', W 065° 54.843'
617	NS	Digby NS	N 044° 36.256', W 065° 54.298'

F. Land Assets Acquired through Interwind Corp. (formerly SkyPower Corp.):

Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia.	Document Name	Date	Parties
30132013	Option Agreement for Transmission Line Easement	07/22/09	Michele Como Linda Como SkyPower Corp.
30149363	Option Agreement for Transmission Line Easement	07/22/09	Richard Amero SkyPower Corp.
30152383	Option Agreement for Transmission Line Easement	07/22/09	Richard Amero Maria Amero SkyPower Corp.
30149348	Option Agreement for Transmission Line Easement	07/22/09	Anne Mary Amero SkyPower Corp.
30146021	Option Agreement for Transmission Line Easement	07/22/09	Mark Melanson Laura Melanson SkyPower Corp.
30146013	Option Agreement for Transmission Line Easement	07/22/09	Mark Melanson Laura Melanson SkyPower Corp.
30146039	Option Agreement for Transmission Line Easement	07/27/09	Nelson Ryan SkyPower Corp.
30192439	Option Agreement for Transmission Line Easement	07/31/09	Walter Ross SkyPower Corp.
30258958	Option Agreement for Transmission Line Easement	07/31/09	Walter Ross SkyPower Corp.
30238372	Option Agreement for Transmission Line Easement	07/30/09	Eileen Frances Brinton SkyPower Corp.
30238364	Option Agreement for Transmission Line Easement	07/30/09	Eileen Frances Brinton SkyPower Corp.

Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia.	Document Name	Date	Parties
30192785	Option Agreement for Transmission Line Easement	07/30/09	Larry Goodwin SkyPower Corp.
30193437	Option Agreement for Transmission Line Easement	07/29/09	John W. Ryan Mary Ryan SkyPower Corp.
30192181	Option Agreement for Transmission Line Easement	08/04/09	Thomas G O'Neil Angela O'Neil SkyPower Corp.
30193239	Option Agreement for Transmission Line Easement	08/05/09	Larry G. Budd Wendy M. Budd SkyPower Corp.
30149272	Option Agreement for Transmission Line Easement	07/30/09	Stanley Boudreau Glenda Doucet Boudreau SkyPower Corp.
30149264	Option Agreement for Transmission Line Easement	07/30/09	Stanley Boudreau Glenda Doucet Boudreau SkyPower Corp.
30193148	Option Agreement for Transmission Line Easement	07/30/09	Stanley Boudreau Glenda Doucet Boudreau SkyPower Corp.
30257802	Option Agreement for Transmission Line Easement	07/30/09	Stanley Boudreau Glenda Doucet Boudreau SkyPower Corp.
30258347	Option Agreement for Transmission Line Easement	08/06/09	Charles William Johns Mabel Betty Johns SkyPower Corp.
30152623	Option Agreement for Transmission Line Easement	08/05/09	Gerald J. Comeau SkyPower Corp.
30146385	Option Agreement for Transmission Line Easement	08/06/09	William A Oickle Judy Pearson SkyPower Corp.

Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia.	Document Name	Date	Parties
30146278	Option Agreement for Transmission Line Easement	08/06/09	William A Oickle Judy Pearson SkyPower Corp.
30145957	Option Agreement for Transmission Line Easement	08/04/09	Thomas G O'Neil Angela O'Neil SkyPower Corp.
30146914	Option Agreement for Transmission Line Easement	08/12/09	Thomas Lombard SkyPower Corp.
30264634	Option Agreement for Transmission Line Easement	08/12/09	Thomas Lombard SkyPower Corp.
30146047	Option Agreement for Transmission Line Easement	08/12/09	Diane Elaine Simms SkyPower Corp.
30287049	Option Agreement for Transmission Line Easement	08/12/09	Diane Elaine Simms SkyPower Corp.
30145965	Option Agreement for Transmission Line Easement	08/17/09	Victory Farms Inc. SkyPower Corp.
30149405	Option Agreement for Transmission Line Easement	07/30/09	Larry D. MacNeill Marilyn MacNeill SkyPower Corp.
30149421	Option Agreement for Transmission Line Easement	07/30/09	Larry D. MacNeill Marilyn MacNeill SkyPower Corp.
30149884	Option Agreement for Transmission Line Easement	08/14/09	Sandra D. Haynes SkyPower Corp.
30318141	Option Agreement for Transmission Line Easement	08/17/09	Charles Gaudet SkyPower Corp.

Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia.	Document Name	Date	Parties
30192496	Option Agreement for Transmission Line Easement	08/19/09	Jerry Schofield SkyPower Corp.
30132989	Option Agreement for Transmission Line Easement	08/19/09	Jerry Schofield SkyPower Corp.
30149991	Option Agreement for Transmission Line Easement	07/30/09	James Mcheffey SkyPower Corp.
30146146	Option Agreement for Transmission Line Easement	40051	William Oickle Judy Pearson SkyPower Corp.
30258503	Option Agreement for Transmission Line Easement	40051	William Oickle Judy Pearson SkyPower Corp.
30146252	Option Agreement for Transmission Line Easement	40051	William Oickle Judy Pearson SkyPower Corp.
30146260	Option Agreement for Transmission Line Easement	40051	William Oickle Judy Pearson SkyPower Corp.
30192199	Option Agreement for Transmission Line Easement	40051	Digby County Co-op Pasture Ltd SkyPower Corp.
30150007	Option Agreement for Transmission Line Easement	729/09	Christopher Jenkins and Margaret Jenkins SkyPower Corp.
30149504	Option Agreement for Transmission Line Easement	09/30/09	Eileen Frances Brinton SkyPower Corp.
30149793	Option Agreement for Transmission Line Easement	09/30/09	Eileen Frances Brinton SkyPower Corp.

Nova Scotia Property Identification Number ("PID") Digby County, Nova Scotia.	Document Name	Date	Parties
30149801	Option Agreement for Transmission Line Easement	10/01/09	Anne Boudreau and Anita Boudreau SkyPower Corp.
30354617	Option Agreement for Transmission Line Easement	10/01/09	Anne Boudreau and Anita Boudreau SkyPower Corp.
30152086	Option Agreement for Transmission Line Easement	10/02/09	Joe H. Balser SkyPower Corp.
30192397	Option Agreement for Transmission Line Easement	25/09/09	Darren T. Andrew and April H. Amero SkyPower Corp.
30318133	Option Agreement for Transmission Line Easement	24/09/09	Digby Excavating Ltd. SkyPower Corp.
30320204	Option Agreement for Transmission Line Easement	24/09/09	Digby Salvage Disposal Co. Ltd. SkyPower Corp.
30146898	Option Agreement for Transmission Line Easement	24/09/09	Digby Salvage Disposal Co. Ltd. SkyPower Corp.
30192371	Option Agreement for Transmission Line Easement	25/09/09	Darren Andrews SkyPower Corp.
30264261	Option Agreement for Transmission Line Easement	22/09/09	Wayne's Excavation Services Ltd. SkyPower Corp.
30132757	Option Agreement for Transmission Line Easement	22/09/09	Wayne's Excavation Services Ltd. SkyPower Corp.
30152227	Option Agreement for Transmission Line Easement	08/10/09	Allen E. Ross and Joan M. Ross SkyPower Corp.

Nova Scotia Property Identification Number ("PID")	Document Name	Date	Parties
Digby County, Nova Scotia.			
30152169	Option Agreement for Transmission Line Easement	08/10/09	Nellie Drew SkyPower Corp.
30152110	Option Agreement for Transmission Line Easement	25/09/09	Nellie Drew SkyPower Corp.
30274989	Option Agreement for Transmission Line Easement	28/08/09	Kelly Joseph Deveau and Janet Lee Deveau SkyPower Corp.
30275267	Option Agreement for Transmission Line Easement	19/10/09	Kelly Deveau and Janet Deveau SkyPower Corp
30238422	Option Agreement for Transmission Line Easement	20/10/09	James D. MacAlpine SkyPower Corp.
30149868	Option Agreement for Transmission Line Easement	20/10/09	James D. MacAlpine SkyPower Corp
30149850	Option Agreement for Transmission Line Easement	20/10/09	Alston MacAlpine Peggy MacAlpine SkyPower Corp.

G. Miscellaneous Assets Acquired through Interwind Corp. (formerly SkyPower Corp.):

Document Name	Date	Parties
Shape File DVD with EA, Engineering, Survey, Layout and Transmission Line Information		SkyPower Corp.
Minutes of Meeting of Digby Co-Operative Pasture Limited re proposal for Transmission Line Options	August 24, 2009	Digby Co-Operative Pasture Limited SkyPower Corp.

Document Name	Date	Parties
Construction Bids and Bid Evaluation Form		SkyPower Corp. CBCL Limited
Padmount Transfer Bids and Bid Evaluation Form		SkyPower Corp.
Letter from EON WindElectric re Construction Bid Costs	August 10, 2009	EON WindElectric SkyPower Corp.
Letter from Signal Wind Energy LLC re Construction Bid Costs	September 4, 2009	Signal Wind Energy LLC SkyPower Corp.
Main Transformer Specifications		Stantec Consulting Inc. SkyPower Corp.
Option Easement for Transmission Line Easement	15/12/09	Jonathan Mullen Mink Ranch Limited Interwind Corp.