

[], 2009

PRIVATE AND CONFIDENTIAL

HSH Nordbank AG, New York Branch
230 Park Avenue, 32nd Floor
New York NY 10169

Re: Certain XLE Wind Turbines Owned by SkyPower Corp.

Ladies and Gentlemen,

We understand that SkyPower Corp. ("SkyPower") is contemplating the sale of 100 GE 1.5 MW XLE wind turbines owned by it to a third party (the "XLE Sale"). Lehman Brothers Holdings Inc. ("LBHI" or "we") is pleased to advise HSH Nordbank ("HSH" or "you"), acting in its capacity as administrative agent on behalf of the lenders under that certain Third Amended and Restated Credit Agreement dated as of February 22, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), of LBHI's commitment (i) to purchase, or cause one of LBHI's controlled Affiliates to purchase, concurrently with the closing of the XLE Sale (the "XLE Closing"), 34 GE 1.5MW XLE wind turbines from Skypower for an amount equal to the XLE Amount (as defined below) (the "LBHI Purchase Transaction"); or (ii) at LBHI's sole discretion, instead of the LBHI Purchase Transaction, to provide debt financing (with security in the 34 GE 1.5MW XLE wind turbines, such security interest to attach only upon the satisfaction in full of SkyPower's obligations under the Credit Agreement and the other Basic Documents) in the XLE Amount to SkyPower immediately prior the XLE Closing and to cause SkyPower to use the XLE Amount to satisfy obligations of SkyPower outstanding under the Credit Agreement and the other Basic Documents at the time of the XLE Closing and not otherwise contemplated to be satisfied at the XLE Closing (the "LBHI Alternative Transaction," and together with the LBHI Purchase Transaction, the "LBHI-SkyPower Transaction").

For purposes of this letter (this "Letter"):

"Affiliates" shall mean, with respect to any Person, any direct or indirect subsidiary of such Person, and any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person. As used in this definition, "control" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

"Bankruptcy Case" shall mean the cases commenced by LBHI and certain of its Affiliates under chapter 11 of title 11 of the United States Code in the United States

Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”), which are being jointly administered under the case captions In re Lehman Brothers Holdings Inc., et al., Case No. 08-13555 (JMP) (Bankr. S.D.N.Y.) (Jointly Administered).

“Exchange Rate” shall mean, in respect of the XLE Sale closing date, the United States and Canadian dollar foreign spot exchange rate (expressed per United States dollar) in late New York trading on the business day immediately prior to the date of such determination as published in the “Currencies” section of The Wall Street Journal; in the event that such rate does not appear on any Wall Street Journal page, the Exchange Rate shall be determined by reference to such other publicly available service for displaying exchange rates as may be agreed upon by HSH and LBHI.

“Governmental Entity” shall mean any federal or state court or governmental agency, authority, body or any instrumentality or political subdivision thereof.

“Law” shall mean any domestic law, statute, rule, or regulation.

“Order” shall mean any order, judgment, decree, writ or injunction of any Governmental Entity.

“Person” shall mean any individual, corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, governmental authority or other entity of any kind.

“XLE Amount” shall mean an amount denominated in Canadian dollars equal to (i) CDN\$214,000,000, *plus* (ii) the Canadian dollar amount of accrued and unpaid interest under the Credit Agreement on the date of the XLE Closing, *less* (iii) US\$135,074,627 *multiplied* by the Exchange Rate.

This Letter and LBHI’s obligations hereunder are subject to (i) the concurrent consummation of the XLE Sale in accordance with the terms of a definitive agreement to be entered into by SkyPower with respect to the XLE Sale (the “XLE Sale Agreement”) and the prior or concurrent satisfaction of all conditions precedent to complete the XLE Sale under the XLE Sale Agreement; (ii) the concurrent consummation of the funding by the Lenders (as defined in the Credit Agreement) of a turbine supply loan to the third party purchaser in the XLE Sale for purposes of financing such person’s acquisition in the XLE Sale, if such financing is required; (iii) the concurrent receipt of a release, automatically effective only upon the Lenders’ receipt of payment in full of all obligations owed under the Credit Agreement, the other Basic Documents (as defined in the Credit Agreement) and all other documents contemplated by the Credit Agreement, of SkyPower, LBHI and their respective Affiliates from all such obligations owed by any of them (other than such obligations under each such agreement which expressly survive the termination of such agreement in accordance with its terms); (iv) approval of the LBHI board of directors, and (v) an order of the Bankruptcy Court authorizing and approving the LBHI-SkyPower Transaction and the completion thereof on the terms described herein (the “Bankruptcy Court Approval”).

LBHI shall, at its sole expense, and subject to the terms hereof, (x) promptly prepare a motion (the “Motion”) to seek the Bankruptcy Court Approval, (y) timely submit the Motion for the earliest possible hearing of the Bankruptcy Court and (z) promptly prosecute the Motion.

LBHI hereby represents that (a) this Letter has been duly and validly executed and delivered by LBHI and constitutes a legal, valid and binding obligation of LBHI, enforceable against it in accordance with its terms; except as enforceability may be limited by bankruptcy Laws, other similar Laws affecting creditors’ rights and general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity), and (b) except for the approval of the LBHI board of directors and the Bankruptcy Court Approval, no further approvals or authorizations of any other Governmental Entity or of LBHI or any of its Affiliates are required to be obtained or made for the consummation of the LBHI-SkyPower Transaction on the terms described herein and the execution, delivery and performance by LBHI of any documentation related to the LBHI-SkyPower Transaction.

This Letter may not be assigned by either LBHI or HSH without the prior written consent of the other party (except that LBHI may assign its commitment hereunder to any of its Affiliates so long as such assignment would not result in any additional approvals (except for any corporate, limited liability company or member approval which is obtained at the time of such assignment) being required for the LBHI-SkyPower Transaction), which may be granted or withheld in the sole discretion of such party, and any purported assignment without such consent shall be null and void and will automatically terminate all obligations and commitments of LBHI under this Letter. This Letter is intended to be solely for the benefit of LBHI and HSH and is not intended to confer any benefits upon, or create any rights in favor of, any person other than LBHI and HSH, except that the Lenders shall be third party beneficiaries hereof. This Letter may not be amended or any term or provision hereof waived or modified except by an instrument in writing signed by each of LBHI and HSH and delivered by each of them. This Letter shall be governed by, and construed in accordance with, the Laws of the State of New York (without regard to any conflict of Laws provisions or principles).

The existence of this Letter and its terms are strictly confidential and are not to be disclosed to any third party and may not be used, circulated, quoted or otherwise referred to in any document, except with the prior written consent of the parties hereto; provided, that, (i) LBHI may disclose this Letter and its terms to any of its creditors or committees thereof (or the professionals of such committee) appointed in the Bankruptcy Case or in order to obtain the Bankruptcy Court Approval, and (ii) HSH may disclose this Letter and its terms to the Lenders.

Notwithstanding anything to the contrary contained herein, this Letter may be terminated at any time on or before the XLE Closing date (a) by written agreement of LBHI and HSH; or (b) by either LBHI or HSH by written notice to the other if (i) there shall be a final, non-appealable Order of a federal or state court in effect preventing consummation of the transactions contemplated hereby; (ii) there shall be any final action taken, or any statute, rule, regulation or Order enacted, promulgated or issued or deemed applicable to the transactions contemplated hereby, by any Governmental Entity which would make consummation of the transactions contemplated hereby illegal; or (iii) the XLE Closing shall not have occurred prior to September

30, 2009. In the event of the termination of this Letter as provided in this paragraph, this Letter shall forthwith become void and there shall be no liability or obligation on the part of any party hereto or, to the extent applicable, their respective officers, directors, members or Affiliates.

[The remainder of this page is left blank intentionally.]

Very truly yours,

Lehman Brothers Holdings Inc.

By: _____

Name:

Title: