

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Purchase Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Greenergy India Private Limited	04/26/2010
RECEIVING PARTY DATA	
Name:	XEMC VWEC B.V. i.o.
Street Address:	Ji'an Road 68
City:	Xiangtan City, Hunan Pro.
State/Country:	CHINA
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D602860
CORRESPONDENCE DATA	
Fax Number:	(212)336-8001
Phone:	212 336 8000
Email:	ptodocket@arelaw.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Amster, Rothstein & Ebenstein LLP
Address Line 1:	90 Park Avenue
Address Line 4:	New York, NEW YORK 10016
ATTORNEY DOCKET NUMBER:	43185/9
NAME OF SUBMITTER:	Alan D. Miller
Total Attachments: 24 source=Agreement#page1.tif source=Agreement#page2.tif source=Agreement#page3.tif source=Agreement#page4.tif source=Agreement#page5.tif	

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PROJECT PURCHASE AGREEMENT

Parties:

Greenery India Private Limited

and

Windinvest Europe B.V.

as Sellers

and

XEMC VWEC B.V. i.o, being incorporated by XEMC Windpower
CO., Ltd

as Purchaser

and

XEMC Darwind B.V,
Techadvice B.V., VWEC Wind Energy Consult B.V. and C.J.A.
Versteegh
TechMacon B.V. and J.H.G.H.Groenemans

as involved parties

26 April 2010

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ATTACHMENTS

Schedule 2.1.a

Schedule 2.1.b

Schedule 2.1.c

Schedule 5.4.1 A

Schedule 5.4.1 B

- i Greenergy India Private Limited, a private company with limited liability, incorporated under the laws of India with its registered seat in India (Tamil Nadu) TVH Belcora Towers, Phase II 5th floor, No 94 MRC Nagar, Chennai 600 028 ("Greenergy")
- ii Windinvest Europe B.V. a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered seat in Hilversum, the Netherlands and registered with the trade register of the Chamber of Commerce under number 32141149 ("Windinvest" and Windinvest and Greenergy jointly "Sellers" or each a "Seller")
- iii XEMC VWEC B.V. to be incorporated by XEMC Windpower Co., Ltd., a company incorporated under the laws of China, established at Ji'an Road 68, Xiangtan City, Hunan Pro., China, Registered at the Xiangtan City Bureau of Industrial and Commerce, China under number 430300400000398 as the Purchaser in The Netherlands ("Purchaser")
- iv XEMC Darwind B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered seat in Rotterdam, the Netherlands and registered with the trade register of the Chamber of Commerce under number 24468790 ("XEMC Darwind")
- v C.J.A. Versteegh living in Hilversum, acting for himself and in his capacity of Director of Techadvice B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands with its registered seat in Hilversum, the Netherlands and registered with the trade register of the Chamber of Commerce under number 30078591 and legal representative of VWEC Wind Energy Consult B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered seat in Hilversum, the Netherlands and registered with the trade register of the Chamber of Commerce under number 32159243, (hereinafter jointly "Techadvice").
- vi J.H.G.H. Groenemans living in Twello, acting for himself and in his capacity of Director of TechMaCon B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands with its registered seat in Twello, the Netherlands and registered with the

trade register of the Chamber of Commerce under number 08168915 (hereinafter jointly "TechMaCon"),

hereafter collectively referred to as the "Parties" and each individually as "Party".

Recitals:

- A. Purchaser to be incorporated as a B.V. according to the laws of the Netherlands by XEMC Windpower Ltd and is closely connected to XEMC Danwind BV, and active in the field of wind energy and windturbine technology and in the area of industrial design and engineering of wind turbines.
- B. Sellers are both member of the Archeon Group of companies ("Archeon Group");
- C. Archeon Group, or members thereof, have transferred all rights and obligations pursuant to the Development Agreements as defined under D. to Greenergy;
- D. Techadvice and Greenergy (or initially Archeon Group) have entered into several agreements, among which a co-development & licensing agreement dated 27 February 2007 ("Co-Development & Licensing Agreement") and the agreement dated 9 May 2008 ("Chennai Agreement") (jointly the "Development Agreements"), relating to the development of a -approximately- 2 MW, 90 m diameter wind turbine (the "A90 Project").
- E. It is the intention of the parties that Sellers transfer all their rights and obligations pursuant to the Development Agreements and to the other assets, jointly comprising the A90 Project, to Purchaser on a "as is" "where is" basis (NL. voetstoots), as if Purchaser was the counterparty of Techadvice to the contracts from the start of the Development Agreements;
- F. Pursuant to the Development Agreements, Techadvice is designing the A90 Project on behalf of Greenergy, and Greenergy is entitled to the A90 Intellectual Property Rights.
- G. Sellers on the one side, and Techadvice, Versteegh, TechMaCon and Groenemans on the other side, have had disagreements relating to the further development of the A90 Project, and the obligations that Parties currently have vis-a-vis each other.
- H. In negotiations that, among other things, aimed at settling the disagreements arisen between Parties, Parties have agreed that Sellers will sell and transfer to Purchaser,

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and Purchaser with the assistance of XEMC Windpower will purchase from Sellers, the complete A90 Project, as, described in the Development Agreements and as developed on the basis thereof, consisting of all such assets and obligations as set out in this project purchase agreement ("Agreement"), subject to the terms and conditions set out in this Agreement

It is hereby agreed as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

1.1.1 In this Agreement the capitalised terms and expressions shall, unless the context requires otherwise or unless specified otherwise in this Agreement, have the following meaning:

A90 Intellectual Property Rights	means the intellectual property rights specified in Clause 2.1 b.
Agreement	means this agreement including the Schedules and Annexes;
Archean Group	a group of companies based in India, active in various business enterprises
Assets	means the assets specified in Clause 2.1;
Assumed Obligations	means the obligations as set out in Clause 2.3;
Completion	means the completion of the sale and transfer of the assets pursuant to Clause 2 of this agreement on the Completion Date
Completion Date	16 May 2010 or such later date as agreed between Parties;
Contracts	means the contracts specified in Clause 2.1 a.
Ownership	undefined
Information Technology	means the information technology as specified in Clause 2.1 e.
Know-How	means the Know-How as specified in Clause 2.1 c;

License	means the License as specified in Clause 3.2.2;
Parties	means all the undersigned parties to the Agreement.
Purchase Price	means the purchase price as specified in Clause 3.1;
Purchaser	Newco B.V.;
Purchaser's Group	the Purchaser and its subsidiaries and participations and every direct or indirect holding company of the Purchaser and all other subsidiaries of any such holding company from time to time;
Seller	each of the Sellers
Sellers	Greenery and Windinvest
Territories	India and West Africa
TechMaCon	Undersigned V. Jointly TechMaCon and mr Groenemans.
Techadvice	Undersigned IV: jointly Techadvice B.V., formerly known as Versteegh Wind Energy Consultants B.V. and mr. Versteegh
Warranties	means the warranties of Sellers set forth in Clause 7
West Africa	Those countries on the African continent consisting of: Algeria, Benin, Burkina Faso, Cameroon, Congo, Cote d'Ivoire, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali, Mauritania, Morocco, Niger, Nigeria, Senegal, Sierra Leone, Togo, Tunisia, Western Sahara
Windinvest	undersigned II
XEMC Windpower	XEMC

1.2 Interpretation

1.2.1. In this Agreement, unless specified otherwise

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- a. "Clause", "Recital", "Schedule" or "Annex" means a clause (including all sub clauses), a recital, a schedule or an annex in or to this Agreement.
- b. a reference to writing includes any mode of reproducing words in a legible and non-transitory form.
- c. the singular includes the plural and vice versa, and each gender includes the other gender.
- d. the Schedules, Annexes and any other attachments to this Agreement form an integral part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement includes the Schedules, Annexes and any other attachments to this Agreement.
- e. the word "including" means "including, without limitation";
- f. no provision of this Agreement shall be interpreted against a Party solely as a result of the fact that such Party was responsible for the drafting of such provision.
- g. References to the knowledge of TechMaCon will assume the actual knowledge of mr. Groenemans, and references to the knowledge of Techadvise will assume the actual knowledge of mr. Versteegh.

2. SALE AND TRANSFER OF THE A90 PROJECT

2.1 Subject to the terms and conditions set out in this Agreement, the Sellers hereby sell and assign, transfer, set over and deliver to the Purchaser free and clear of all encumbrances with effect as from Completion Date and the Purchaser hereby purchases and agrees to acquire, take over, assume and accept from the Sellers Sellers' rights, title and interest in respect of the following assets of the Sellers pertaining to the A90 Project (the "Assets"):

- a. the rights of Sellers, pursuant to the contracts as specified in Schedule 2.1.a which schedule will be updated and agreed between Parties as per the Completion Date (the "Contracts").
- b. all intellectual property rights (including patents, copyrights, database rights, business semiconductor rights, trademarks, trade names, and all other similar proprietary rights which exist in any part of the world together with (a) all applications and rights to apply therefore and (b) all renewals, extensions and renewals thereof) related to the A90 Project, including but not limited to those

intellectual property rights as specified in Schedule 2.1.b (the "A90 Intellectual Property Rights");

- c. all files, records and documents relating to the A90 Project, as well as all information on customer relations (the "Know How"), including but not limited to the know-how as specified in Schedule 2.1.c;
 - d. all the inventory at the office address at Franciscusweg 219-F in 1216SE Hilversum, to the extent owned by Sellers. ("Inventory");
 - e. all computer systems, communication systems, software(licenses) and hardware owned, licensed by or to or under development by the Company (the "Information Technology"), including but not limited to the information technology;
 - f. all material assets as set out in Schedules 5.4.1 A and B
- 2.2. All the goods, rights, licenses and assets not expressly included in the definition "Assets" but part of the A90 Project shall be the property, ownership and liability of the Purchaser after the Completion Date. All the goods, rights, licenses and assets not related to the A90 Project shall remain the property, ownership and liability of the Sellers after the Completion Date.
- 2.3. Purchaser hereby assumes all obligations connected to the A90 Project, being (I) the obligations under the Development Agreements and the obligations of Sellers in connection with the A90 Projects that Purchaser is aware of due to the fact that Techadvise or TechMaCon by (co-) signing the documents relating to such obligations have entered in on behalf of Sellers and to accomplish the A90 Project and (II) the obligations Sellers have entered into with third parties as far as set out in Schedule 2.1.a, hereafter jointly to be referred to as the "Assumed Obligations". The Purchaser agrees and accepts to be fully informed by Techadvise and TecMaCon which obligations they entered into regarding the A90 Project, for which Sellers are not liable or otherwise responsible.
- 2.4. Purchaser accepts the Assumed Obligations and will fulfill the obligations thereof when due. In case the counterparty of the Assumed Obligation does not accept the assignment of the Assumed Obligation then Article 5.1.5 b. applies.
- 2.5. Purchaser only assumes the liabilities under the Contracts as set out in Schedule 2.1.a, up to the amounts specified in the schedule as outstanding amounts.
- 2.6. It is expressly understood and agreed that the Purchaser shall not be liable for any obligations, liabilities, debts, claims, costs or expenses of any kind or nature whatsoever other than the Assumed Obligations. Furthermore, it is expressly

understood and agreed that (i) the Sellers shall no longer be liable for the Assumed Obligations and (ii) the Sellers shall not be liable for any obligations, liabilities, debts, claims, costs or expenses of any kind or nature whatsoever towards Techadvice and TechMaCon, among which obligations Techadvice or TechMaCon entered in towards third parties on behalf of the A90 Project.

3 PURCHASE PRICE, PAYMENT

3.1 Purchase Price

3.1.1 The consideration payable for the A90 Project consists of:

3.1.2.1 an amount of € 5,000,000 (Five Million Euros) ("Purchase Price"); and

3.1.2.2 the granting by Purchaser to Sellers of unlimited, irrevocable license rights to the A90 IP-Rights for the Territories "License".

3.1.3 This License is granted by way of this deed. The license will also be put in writing in a separate deed as soon as practically possible after the Completion Date and in any other way (or public register) as will be needed. After the granting by Germanische Lette of the type A certificate, Sellers will be provided with all necessary (technical) information to manufacture the A90 turbine or have it manufactured by third parties and Sellers will be provided with the necessary technical assistance to obtain the necessary government approvals in the Territories.

3.2 Payment

3.2.1 Upon the Completion Date Purchaser shall transfer the Purchase Price to the designated bank account of Windinvest Europe B.V. who will settle its dues to Greenenergy. Greenenergy confirms that by transferring the Purchase Price to the bank account of Windinvest, Purchaser has fulfilled its payment obligation to the Sellers.

3.3 VAT

3.3.1 Parties agree that the A90 Project qualifies as a separate enterprise in the sense of Article 3.1.d of the Value Added Tax Act (*Wet op de omzetbelasting 1968*). The Sellers do not charge VAT (BTW) on the assets transferred. In the event that the Dutch tax authorities determine that VAT is payable on the sale and purchase of the Assets, then the Purchase Price shall be increased with the amount of the VAT payable and this amount will be paid immediately to the Sellers; the Sellers will then provide the Purchaser with a valid VAT invoice.

4. CONDITIONS PRECEDENT

This agreement is entered into on the condition precedent that the Purchase Price is paid in full in accordance with article 3.5 without any set off on or before 15th may 2010

5. TRANSFER

5.1 Transfer of Contracts

5.1.1 In accordance with the provisions of Clause 2 the Sellers hereby assign, sets over and transfer by means of this Agreement the Sellers' legal relationships under the Contracts and all documents in connection therewith or related thereto, including all ancillary, accessory and dependent rights thereto, to the Purchaser, which the Purchaser hereby accepts and takes over

5.1.2 Techadvice accepts this transfer of rights and obligations pertaining from the Development Agreements. Insofar required, Parties shall use their best efforts to obtain all consents (*medewerking*), or agreements necessary to transfer (whether by transfer of contract, assignment, novation or otherwise) to the Purchaser each of the Contracts. It is intended to obtain the consent or agreement no later than 2 (two) months as from the Completion Date.

5.1.3 The Parties shall consult each other, and must give their approval to, the manner in which the Purchaser approaches the other parties to the Contracts. Purchaser may at its discretion decide that one or more of the other parties to the Contracts is to be jointly approached by the Purchaser and the Sellers, in which case the Purchaser may require the Sellers to co-operate. Sellers shall reasonably comply with such request.

5.1.4 The Sellers shall refrain from doing anything that effectively reduces the chance of obtaining the aforementioned co-operation from the other parties to the Contracts.

5.1.5 As long as the co-operation meant in Clause 5.1.3 has not been obtained with regard to a Contract:

- a. the Sellers shall transfer the proceeds and profits under the Contract to the Purchaser
- b. the Purchaser shall carry out the duties under the Contract back-to-back towards the Sellers, and will hold the Seller harmless for any damage that might result from non-compliance of Purchaser with said duties

- c. The Sellers, in their contacts and communications with the other parties to the Contract concerned, shall conduct their selves in accordance with the instructions of the Purchaser, which may include instructing the other party to make payment or delivery to the Purchaser or fulfil other obligations to the Purchaser.
- d. the Sellers shall immediately inform the Purchaser if and when a claim of liability, summons or other report about the Contract concerned is received by any of them, and provide a copy of such claim or report to the Purchaser;
- e. the Purchaser is entitled to require the Sellers to transfer their rights under the Contract concerned to another party designated by the Purchaser.

5.1.5 If the co-operation of another party to a Contract is not or cannot be obtained, and following the provisions of Clause 5.1.5 does not lead to the intended result, the Parties are obligated to agree on another solution that is as close as possible to the intended result. If as a consequence, a Party gains an advantage, it shall compensate the other parties for any disadvantage or loss suffered.

5.2 Transfer of A90 Intellectual Property Rights

5.2.1 Sellers shall upon request of Purchaser provide all cooperation necessary to perfect the assignment and transfer and/or register the assignment and transfer of any of the A90 Intellectual Property Rights as specified in Schedule 2.1.b in any public intellectual property register.

5.2.2 Sellers herewith grant an irrevocable power of attorney to Purchaser by which it grants power of attorney to Purchaser to on its behalf perfect the assignment and transfer and/or register the assignment and transfer of any of the A90 Intellectual Property Rights as specified in Schedule 2.1.b in any public intellectual property register. Purchaser will be authorized to appoint a third party as a substitute under such power of attorney.

5.3 Transfer of Know-How

In accordance with the provisions of Clause 2 the Know How shall be transferred by handing over the documents or other carriers reflecting Know How.

5.4 Transfer of other Assets and assumed obligations

5.4.1 The other Assets which are part of the A90 Project, the Sellers will bring under the control of Purchaser either by handing over such Assets, as the case will be with regard to the Assets that are located on the Purchasers premises and the warehouse in Zwartsluis, which include but are not limited to the Assets set out in Schedule 5.4.1 A which will be updated and agreed between Parties as per the Completion Date, or

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by instructing a third party holding such Assets for the account of the Sellers to hold them for the Purchaser which include but are not limited to the Assets set out in Schedule 5.4.1 B which will be updated and agreed between Parties as per the Completion Date

- 5.4.2 the Assumed Obligations shall be transferred by way of assignment with the consent of the party to which the relevant liability is owed (*schuldoverneming*), such consent to be evidenced in writing by the parties. Article 5.1.5 b. applies in case the consent of said party is not obtained.
- 5.4.3 The Information Technology capable of being transferred by physical delivery shall be transferred by giving the Purchaser actual possession. Any licenses connected to the A90 Project shall be transferred as soon as possible by a deed of transfer.
- 5.4.4 Any administration or documentation relating to the A90 Project shall be transferred by physical delivery shall be transferred by giving the Purchaser actual possession

6. POST COMPLETION COVENANTS

- 6.1 After Completion, the Sellers shall, at its own expense, execute and do (or procure to be executed and done by any other relevant person) all such deeds, documents, acts and things as the Purchaser may from time to time require in order to vest any of the Assets in the Purchaser or as otherwise may be necessary to give full effect to this Agreement
- 6.2 M. C.J.A. Versteegh herewith resigns as management board member of Windinvest (and Archeon Wind Energies Europe B.V. -KvK 32146361) and will be given full and final discharge for his performance of management duties, and his dismissal will be filed with trade register of the chamber of commerce. Mr. Versteegh and Techadvise declare that Mr. Versteegh has no claim whatsoever towards Sellers, Archeon Wind Energies Europe B.V. or any other entity of the Archeon Group, relating to the performance of management duties. The addresses of both Archeon Wind Energies Europe B.V. and Windinvest will be transferred from it's current address within 2 months after the Completion Date.
- 6.3 Parties confirm that this Agreement is in full and final settlement of all claims, legal proceedings etc (including any present or future or contingent disputes, claims, legal proceedings) whatsoever between the Parties. Sellers confirm that any of the claims made by Sellers against Techadvise B.V., WVEC Wind Energy Consult B.V., Mr.C.J.A. Versteegh, Technacon B.V., Mr.J.H.G.H. Groenemans, and XEMC Darwind B.V. or any further claims on the basis of the Development Agreements and all documents auxiliary thereto, or any other claims in relation to any transaction entered into

amongst Techadvice B.V., VVEC Wind Energy Consult B.V., Mr C.J.A. Versteegh, Techmacon B.V., Mr J.H.G.H. Groenemans, and XEMC Darwind B.V. are fully and finally settled as the result of entering into and performing all obligations pursuant to this Agreement. For the avoidance of doubt, this clause 6.3 does not prevent any of the parties to make any claim towards the other parties in relation to the mutual obligations pursuant to this agreement.

- 6.4 Sellers will procure that the summary proceedings or any other proceedings initiated by Sellers against Techadvice B.V., VVEC Wind Energy Consult B.V., Mr C.J.A. Versteegh, Techmacon B.V., Mr J.H.G.H. Groenemans, and XEMC Darwind B.V. shall be terminated.
- 6.5 Purchaser will use its best efforts to continue the A90 Project in such a manner that the development of the A90 turbine may be finalised in due course including the obtaining of the GI, type A approval.

7 WARRANTIES

7.1 General

The Parties each for themselves, hereby warrant that the warranties contained in this Clause 7.3.1 are in every respect true, accurate, complete and not misleading on the Completion Date.

- 7.2 The Sellers hereby warrant that the warranties contained in this Clause 7 are in every respect true, accurate, complete and not misleading on the Completion Date.

7.3 Warranties

7.3.1 Authority, corporate action and non-convention

- a The Parties are duly incorporated and validly existing as private limited liability company (*partijten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands.
- b The Parties have the full corporate power and authority to enter into and perform this Agreement and the ancillary agreements, which, when executed, and assuming due execution by the other Parties, will constitute valid and binding obligations of the Sellers in accordance with their respective terms.
- c The Parties have taken or will have taken at Completion Date all corporate actions required to perform in accordance with this Agreement and the ancillary agreements.

- d. The execution, delivery and performance by the Parties of the Agreement and the ancillary agreements and the consummation by the Sellers of the transactions contemplated thereby:
 - (i) do not and will not violate or conflict with in any material respect any provision of law applicable to the Parties;
 - (ii) do not and will not require any consent or approval of, or filing with or notice to, any Governmental Authority under any provision of law applicable to the Parties; and
 - (iii) do not and will not violate or conflict with any provision of the articles of association, bylaws or similar organizational documents of the Parties

7.3.2 The A90 Project

- a. The Sellers are the sole legal and / or beneficial owner of rights pertaining from the Development Agreements and all Assets that are part of the A90 Project except for such assets for which ownership may have transferred to Techadvice.
- b. There is -besides the rights of and (legal) ownership by Techadvice- no encumbrance on, over or relating to the A90 Project or any of the Assets and, other than this Agreement, there is no agreement or arrangement to give or create any such encumbrance and no person has or has claimed the right to an encumbrance on, over or relating to the A90 Project or any of the Assets whether exercisable now or in the future and whether or not contingent
- c. The Sellers are not under any obligation (whether actual or contingent) to sell, assign, transfer or otherwise dispose of any part of the A90 Project or any interest herein to any person other than the Purchaser
- d. The Sellers do not act or carry on business in partnership with any other person than Techadvice and Techmacon in relation to the A90 Project.
- e. There are no liabilities known to Sellers or Seller's representatives other than the Assumed Liabilities, relating to the A90 Project that are not yet known by TechMacon and/or Techadvice.
- f. The Assets comprise all the assets necessary or desirable for the continuation of the A90 Project as carried on before the Completion Date.

7.3.3 For the purpose of Clause 7.3.2 it is noted and recognised between Parties that Techadvice has certain rights pursuant to the Development Agreements, that do not fall within the scope of the warranties set out in Clause 7.3.2.

7.3.4 Information

- a. All information, whether oral, written, electronic or otherwise, provided by the Sellers to the Purchaser is true, accurate and not misleading in all material respects when provided.
- b. All information possessed by Sellers, that is or reasonably could be relevant to the Purchaser in relation to the A90 Project has been disclosed by the Sellers to the Purchaser (by email or through this Agreement) and no such information is withheld from Purchaser which, should Purchaser have received that information, might have influenced Purchaser's decision making on (i) the willingness of Purchaser to purchase the Assets related to the A90 Project, (ii) the amount of the Purchase Price, or (iii) the other conditions of this Agreement."
- c. No representations and warranties and/or information contained or referred to in the Agreement, the appendixes or annexes to this Agreement, contain any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made

7.3.5 Contracts

- a. The Contracts have been entered into within the ordinary course of business and on an arm's length basis
- b. The Sellers are not in any breach of any Contract, nor is it aware to the best of its knowledge of any material breach or default of the counterparties to any Contract
- c. The Contracts are in full force and effect, valid and enforceable in accordance with their terms
- d. There are no other contracts, commitments or obligations with third parties which the Purchaser shall acquire, assume or take over pursuant to this Agreement, other than the Contracts and the Assumed Obligations.
- e. Each Contract is in full force and effect and binding on the parties thereto in accordance with its terms and none of the Contracts is invalid, void, voidable or was contrary to any competition law, likely to be unprofitable, illegal, not at arms length (*vermeigbaar*) or likely to be rescinded (*ontbonden*), terminated, cancelled or modified. Sellers nor its counterpart to any Contract is in default there under and there is no fact, matter or circumstance (including the signing of this Agreement) that might give rise to such default or a rescission (*ontbinding*), termination, cancellation or modification. For the avoidance of doubt, Parties

recognize that this warranty does not include the Development Agreements to the extent such have been rescinded.

7.3.6 A90 Intellectual Property Rights

- a. The Sellers are the sole legal and beneficial owner or holder of the A90 Intellectual Property Rights free of any encumbrance. The registration of the assignment of any A90 Intellectual Property Rights to which the Sellers are entitled has been validly finalised. There is no unauthorised use by any person of any of these A90 Intellectual Property Rights.
- b. Up to the Completion Date the Sellers have duly paid all registration, renewal and other related fees for which invoices were received by Sellers in respect of all registered A90 Intellectual Property Rights in which it has an interest. The Sellers have done nothing or omitted to do anything whereby any of the registered A90 Intellectual Property Rights are or may be revoked, invalidated or rendered unenforceable or whereby the prospects of registration of such rights are or may be prejudiced.
- c. Intentionally left blank
- d. The Sellers have not granted any rights to any third party with respect to any A90 Intellectual Property Rights, other than mentioned in the Development Agreements.
- e. To the knowledge of Sellers, TechMaCon and Techadvice, no intellectual property rights other than the A90 Intellectual Property Rights are required for the continuation of the A90 Project.
- f. To the knowledge of Sellers all measures required to obtain, preserve and maintain the A90 Intellectual Property Rights have been taken by the Sellers. The Sellers have not done or omitted to do anything whereby any A90 Intellectual Property Rights have lapsed, are or may be revoked, invalidated or rendered unenforceable or whereby the prospects of registration of such rights are or may be prejudiced.
- g. To the knowledge of Sellers, TechMaCon and / or Techadvice, no person infringes, has infringed or threatens to infringe any of the A90 Intellectual Property Rights.

7.3.7 Know How

Purchaser accepts and acknowledges that all Know-How is in the possession of Techadvice and will remain at Techadvice and will be made available by Techadvice to the Purchaser.

7.3.8 Litigation

- a. The Sellers are not involved, whether as claimant or defendant, in any material claim, proceeding, litigation, prosecution, investigation, enquiry or arbitration (other than as claimant in the collection of debts arising in the ordinary course of its business) related to the A90 Project or the Assets.
- b. To the best of Sellers' knowledge, no such claim, proceeding, litigation, prosecution, investigation, enquiry or arbitration to the A90 Project or the Assets is threatened.

7.4. On the ground that the warranties intend to establish a distribution of risks among the Parties that is included in the Purchase Price, Parties hereby explicitly exclude the application of Article 7:17 section 5 of the Dutch Civil Code (*Burgerlijk Wetboek*) on this Agreement. It is the explicit intention of parties that this transaction is on an "as is" where is basis.

8. LIABILITIES

8.1. In the event of a breach of any Warranty or a breach of an obligation hereunder Sellers shall fully indemnify and hold Purchaser harmless for all damage arising out of or in connection with such breach in accordance with this Clause 8, without prejudice to any other rights or remedies available to Purchaser.

8.2. Subject to Clause 8.3, the Sellers' liability under the Warranties and the Specific Indemnifications of Article 9 shall be limited as follows:

- a. a claim against the Sellers for breach of a Warranty is barred and unenforceable if the total amount paid or payable by the Sellers for all claims made under the Warranties, including costs, is less than EUR 5,000 and, if that amount is exceeded, the amount of the claims made by the Purchaser from the Sellers shall be the total amount of the claims made by the Purchaser under the Warranty, therefore including the aforementioned amount of EUR 5,000;
- b. the Seller's maximum aggregate liability under the Warranties is limited to an amount equal to the Purchase Price.
- c. a claim against the Sellers for breach of a Warranty is barred and unenforceable

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if the facts of circumstances constituting such breach were actually known by Techadvise and / or TechMaCon prior to the Completion Date due to their active day to day involvement in the development of the A90 Project.

d. a claim against the Sellers for breach of a Warranty is barred and unenforceable for tax issues if it is made later than 5 years after the Completion Date and for all other Warranties if it is made later than 2 years after the Completion Date.

8.3. None of the limitations in Clause 8.2 applies if a Seller has acted fraudulently or in gross negligence. Furthermore 8.2. c. does not apply to article 9.1 sub b.

8.4. The provisions of article 7:23 of the Dutch Civil Code (*Burgerlijk Wetboek*) do not apply to this Agreement and the transactions arising hereof.

9. SPECIFIC INDEMNIFICATIONS

9.1. The Sellers shall fully indemnify Purchaser's Group and/or the Company, as the case may be, and hold the Purchaser's Group and the Company harmless from and against any and all damages, losses, claims, penalties, judgements, costs and expenses and liabilities within the meaning of section 6:95 et seq. of the Dutch Civil Code arising out of or in respect of or resulting, directly or indirectly, from:

- a. not obtaining the co-operation of another party to a Contract in order to being able to transfer the contract to the Purchaser;
- b. any claim made by Sellers' employees that they are entitled to an employment contract with Purchaser on the basis the sale and transfer of a business undertaking (*overgang van onderneming*) as meant in section 7:662 et seq. of the Dutch Civil Code on the safeguarding of employees' rights in the event of transfer of a business undertaking; and

10. CONFIDENTIALITY

The Parties shall not at any time disclose or use any confidential information regarding or in relation to this Agreement or the business of the other Party, except:

- a. as required by applicable law or stock exchange regulations or any governmental authority and after consultation with the other Party about the timing and content of such disclosure;
- b. to professional advisors to the extent necessary for any lawful purpose subject to a confidentiality duty; and
- c. to the extent that the information has become public knowledge other than as a result of a breach of this Clause 10.

11. PENALTY

11.1. If a party breaches any of its obligations under Clauses 10, it shall, without any further action or formality being required, for the benefit of the relevant other party forfeit an immediately due and payable penalty consisting of

- a. EUR 50,000 for each breach; plus
- b. an additional penalty of EUR 10,000 for each day that the breach continues as of the date of the breach.

11.2. The relevant other party shall be entitled to the penalty without having to prove loss or damages and without prejudice to all other rights and remedies available to the other party including the right to claim damages or performance

12. TERMINATION OF THE AGREEMENT

12.1. intentionally left blank

13. MISCELLANEOUS

13.1. Notices

All communications, notices and disclosures required or permitted by this Agreement shall be in writing and shall be sent, either by fax, e-mail, prepaid registered mail (with return receipt requested) or by courier (with proof of delivery), to the following addresses, unless and until a Party notifies the other Party in accordance with this Clause 13.1 of another address.

- a. If to the Purchaser:
XEMO VWEC BV io, The Netherlands

With a copy to
Houthoff Buruma N.V.
Attn: Mr. J.P.C. Van der Hoek
P.O. Box 1507
3000 BM Rotterdam, the Netherlands
j.van.der.hoek@houthoff.com
Fax: +3110 217 2702

- b. If to the Sellers

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Greenergy India Private Limited.

Mr. S. A. Sundaram

TVH Belicia Towers, Phase II 5th floor, No 94 MRC Nagar,

Chennai 600 028

India (Tamil Nadu)

With a copy to

LRT-advocaten

Mr. J. K. A. van Loo

Joh. Vermeerstraat 43

1071 DL Amsterdam

The Netherlands

13.2. **Liability of Sellers**

For Sellers' performance of all obligations under this Agreement each of the Sellers shall be jointly and severally liable.

13.3. **Assignment**

No Party shall assign any part of the rights and obligations arising under this Agreement to any other company or entity without the prior written consent of the other Party. The Purchaser, however, has the right to assign or procure the assumption of any rights and obligations under this Agreement to any member of the Purchaser's Group, or XEMC Darwind or any of its current and future group companies without any consent being required including the assumption of joint and several liabilities of the obligations and Sellers have the right to assign the License (in whole or in parts).

13.4. **Costs and expenses**

Except in as far as explicitly agreed otherwise in this Agreement, the Parties shall each pay their own costs, charges and expenses in relation to the negotiation, preparation, execution and implementation of this Agreement. Notary costs (if any) will be paid by Purchaser.

13.5. **Intentionally left blank**

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13.6 Variation of this Agreement

Any variation of this Agreement is not valid unless it is in writing and has been signed by or on behalf of the Sellers and the Purchaser.

13.7 Partial invalidity

If any provision of this Agreement is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions hereof. In that event, the Parties shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision given the contents and purpose of the Agreement.

13.8 Counterparts

This Agreement may be entered into by a Party by way of executing a separate counterpart, but it shall not be effective until all Parties have executed at least one counterpart. Each counterpart, when executed, shall constitute an original, and all the counterparts shall together constitute one and the same instrument.

Deleted: each Party has

13.9 Waiver of dissolution and annulment

Each Party hereby waives to the extent permitted by law, the right to rescind (*ontbinden*) or nullify (*vernietigen*) or otherwise terminate this Agreement after the Completion Date. The Parties hereby agree to exclude the applicability of Title 1 of Book 7 of the Dutch Civil Code.

13.10 Set off

Any amount payable under this Agreement by the Sellers to the Purchaser may not be set off against any amount payable by the Purchaser to the Sellers.

13.11 Interest

If the Sellers fail to make the timely payment of any sum due and payable under this Agreement, such sum shall be increased with interest at an annual rate of 6% (six percent) from the due date until the date of payment unless otherwise provided in this Agreement.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement shall be governed by and construed in accordance with the laws of the Netherlands without regard to the principles of conflict of laws.

14.2 Any dispute arising out of or in connection with this Agreement or any Agreement arising out of this Agreement shall be exclusively settled by the District Court in Amsterdam.

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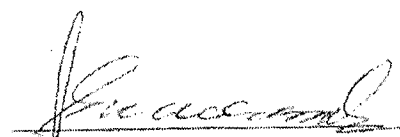
Draft 01 137 april 2010

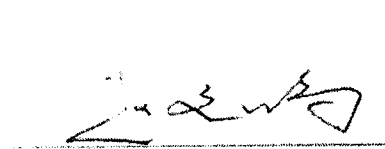
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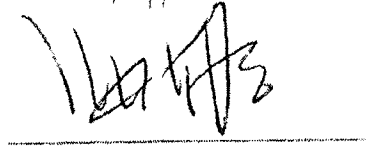
PATENT
REEL: 026923 FRAME: 0238


In witness whereof agreed upon and signed in two counterparts by:



 Greenergy India Private Ltd.
 Name of representative: *[Handwritten Name]*
 Date: *[Handwritten Date]*


 Windinvest Europe B.V.
 Name of representative: *A. C. Karanthi*
 date: *27/4/10*


 XEMC VWEC B.V. io
 Name of representative: *ZHAOWENHONG*
 date: *April 28 - 2010*


 XEMC Darwind B.V.
 Name of representative: *CHENGFENGTAI*
 date: *April 28, 2010*


 C.J.A. Versteegh
 Techadvise B.V.
 VWEC Wind Energy Consult B.V.
 Name of representative: C.J.A. Versteegh
 date: *[Handwritten Date]*


 J.H.G.H. Groenemans
 TechMaCon B.V.
 Name of representative: J.H.G.H. Groenemans
 date: *[Handwritten Date]*

GREENERGY India Private Limited:1145 Windturbine met holle as

RS	Vnr	Type	Aanvraag Datum	Aanvraag Nummer	Publicatie Datum	Publicatie Nummer	Verlenings Datum	Octrooi nummer	Status	Opm.
EP	1	PD	27-4-2007	07107167.4	29-10-2008	1985846			Abandoned	Priority filing, is abandoned
JP	1	CONT	25-4-2008	12109971	6-11-2008	US 2008 0272604 A1	23-6-2009	7550863	Granted	
AL	1	CONT	28-4-2008	2008201844					Filed	
EP	1	CONT	5-4-2008	PI0801522-B					Filed	
IN	1	CONT	10-4-2008	104/KOL/2008					Filed	State opinion van ARIFFAL SURWALD, 11-09-2008, Revisie
CA	1	CONT	23-4-2008	200810094908.2	29-10-2008	101294849			Published	
EP	2	CONT	22-4-2008	EP08103651.0	5-11-2008	1988283			Published	

GREENERGY India Private Limited:1148 Windturbine holle as, model

RS	Vnr	Type	Aanvraag Datum	Aanvraag Nummer	Publicatie Datum	Publicatie Nummer	Verlenings Datum	Octrooi nummer	Status	Opm.
JP	1	CONT	17-12-2007	29298743	27-10-2009	D602.860	27-10-2009	D602.860	Granted	
IN	1	CONT	14-12-2007	113747					Filed	
CA	1	CONT	13-12-2007	20073020287181.1	12-11-2008	29073020287181	12-11-2008	20073020287181.1	Granted	
EP	1	PD	14-6-2007	000740287	21-12-2009	000740287-0001	21-12-2009	000740287-0001	Granted	

GREENERGY India Private Limited:1163 Generator cooling

RS	Vnr	Type	Aanvraag Datum	Aanvraag Nummer	Publicatie Datum	Publicatie Nummer	Verlenings Datum	Octrooi nummer	Status	Opm.
WO	1	CONT	7-1-2009	EP090058722	14-1-2010	WO2010/003995			Published	
JP	1	PD	7-1-2009	EP08163532	13-1-2010	2143943			Published	Priority filing, is abandoned