

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398729

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|---|--|-------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ClearEdge Power, Inc. | | 06/26/2014 | Corporation: CALIFORNIA |
| ClearEdge Power, LLC | | 06/26/2014 | Limited Liability Company: DELAWARE |
| ClearEdge Power International Service, LLC | | 06/26/2014 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Doosan Fuel Cell America, Inc. | | |
| Street Address: | 195 Governor's Highway | | |
| City: | South Windsor | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06074 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 85548066 | POWER YOUR INDEPENDENCE | |
| Serial Number: | 78543076 | CLEAREEDGE POWER | |
| Serial Number: | 77407346 | CLEAREEDGE | |
| Serial Number: | 77063014 | PURE CELL | |
| Serial Number: | 85969398 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2489888363 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 248-988-8360 | | |
| Email: | tmdocket@cgolaw.com | | |
| Correspondent Name: | KARIN H. BUTCHKO | | |
| Address Line 1: | CARLSON, GASKEY & OLDS, P.C. | | |
| Address Line 2: | 400 WEST MAPLE ROAD, SUITE 350 | | |
| Address Line 4: | BIRMINGHAM, MICHIGAN 48009 | | |
| NAME OF SUBMITTER: | Karin H. Butchko | | |

CH \$140.00 85548066

| | |
|---------------------|--------------------|
| SIGNATURE: | /Karin H. Butchko/ |
| DATE SIGNED: | 09/16/2016 |

Total Attachments: 68

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ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY AGREEMENT, dated as of July 18, 2014 (this "Agreement"), is by and among ClearEdge Power, Inc., an Oregon corporation ("CEP"), ClearEdge Power, LLC, a Delaware limited liability company ("CEP LLC"), ClearEdge Power International Service, LLC, a Delaware limited liability company ("CEPIS"), and collectively with CEP and CEP LLC, in their capacities as debtors and debtors in possession, the "Assignors") and Doosan Fuel Cell America, Inc., a Delaware corporation (the "Assignee") and wholly owned subsidiary of Doosan Corporation, a company organized under the laws of the Republic of Korea ("Doosan").

WHEREAS, the Assignors and Doosan (on behalf of itself and/or its Purchaser Designee(s), including Assignee) have entered into an Asset Purchase Agreement, dated as of June 26, 2014 (as subsequently amended, the "Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Purchase Agreement);

WHEREAS, pursuant and subject to the Purchase Agreement, the Assignors have agreed to assign, transfer, convey and deliver when due, any and all of the Purchased Assets which are intangible property to Doosan and/or its Purchaser Designee(s), including Assignee; and

WHEREAS, the execution and delivery of this Agreement by the Assignors and the Assignee is a condition to the obligations of the Parties to consummate the transactions contemplated by the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement and hereinafter set forth, the Assignors and Assignee hereby agree as follows:

1. Assignment of Purchased Assets which are Intangible Property.

The Assignors hereby assign, transfer, convey and deliver all of the Assignors' right, title and interest in and to the Purchased Assets which are intangible property (including, without limitation, all Intellectual Property set forth on Annex A hereto and all other Intellectual Property which constitutes a Purchased Asset) to the Assignee pursuant and subject to the Purchase Agreement and the Sale Order.

2. Assignment of this Agreement.

Neither the Assignors nor the Assignee may assign or otherwise transfer their respective rights and/or obligations hereunder (or agree to do so) without the prior written consent of the other Parties; provided, that the Assignee may, without the consent of the Assignors, assign or transfer any or all of its right and/or obligations hereunder to one or more of its Affiliates (it being understood that the Assignee nonetheless shall remain liable for the performance of all of the Assignee's obligations hereunder to the extent not performed by the assignee or any Purchaser Designee). Any assignment or other transfer not permitted under this section shall be null and void ab initio.

3. Further Assurances.

Subject to the other provisions of this Agreement, each of the Parties hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be reasonably requested by any other Party in order to carry out the intent and purpose of this Agreement at the expense of the requesting Party, provided that this section shall not require any Party to take any action that is commercially unreasonable or that would result in any Liability of such Party or any of its Affiliates.

4. No Third Party Beneficiaries.

Nothing in this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the Parties hereto.

5. Amendment.

This Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Assignors and the Assignee, or (b) by a waiver pursuant to Section 6 below. If requested at any time by Assignee, Assignor shall enter into a supplement to this Agreement expressly listing all or any requested portion of the Purchased Assets which are intangible property on an annex thereto.

6. Waiver.

Either the Assignors, on the one hand, or the Assignee, on the other, may (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto, or (c) waive compliance with any of the agreements of the other Party or conditions to such Party's obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the Party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any Party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

7. Severability.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction, and if any provision of this Agreement is determined to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable, provided in all cases that neither the economic nor legal substance of this Agreement is affected by the operation of this sentence in any manner materially adverse to any Party. Upon any such determination that any provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

8. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

9. Governing Law; Waiver of Right to Trial by Jury.

This Agreement shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law. Without limiting any Party's right to appeal any order of the Bankruptcy Court, the Parties agree that if any dispute arises out of or in connection with this agreement or any of the documents executed hereunder or in connection herewith, the Bankruptcy Court shall have exclusive personal and subject matter jurisdiction and shall be the exclusive venue to resolve any and all such disputes. Such court shall have sole jurisdiction over such matters and the Parties affected thereby and Assignee and the Assignors each hereby consent and submit to such jurisdiction; provided, however, that if the bankruptcy proceedings have closed and cannot be reopened, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Northern District of California and any appellate court thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. In the event any such action, suit or proceeding is commenced, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 9.3 of the Purchase Agreement, unless another address has been designated by such Party in a notice given to the other Parties in accordance with the provisions of Section 9.3 thereto. ASSIGNORS AND ASSIGNEES HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

10. Subject to Purchase Agreement.

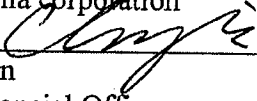
This Agreement is intended to effect certain of the transaction contemplated by the Purchase Agreement and is not intended to expand or limit any of the obligations, covenants or agreement therein which shall remain in full force and effect. If there is any inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

[Remainder of this page left blank]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written.

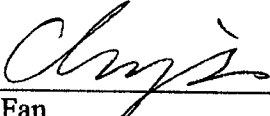
ASSIGNORS:

CLEAREDGE POWER, INC.,
a California corporation




Gloria Fan
Chief Financial Officer

CLEAREDGE POWER, LLC,
a Delaware limited liability company



Gloria Fan
Chief Financial Officer

**CLEAREDGE POWER
INTERNATIONAL
SERVICE, LLC,**
a Delaware limited liability company
By: ClearEdge Power, LLC,
its sole member and manager



Gloria Fan
Chief Financial Officer

[Signature Page to Assignment of Intangible Property]

ASSIGNEE:

DOOSAN FUEL CELL AMERICA, INC.,
a Delaware corporation



[Signature Page to Assignment of Intangible Property]

TRADEMARK
REEL: 005878 FRAME: 0530

ANNEX A
Intellectual Property Rights

US Patents Issued

| TITLE | COUNTRY | DATE FILED | ISSUE DATE | PATENT NUMBER |
|---|---------|--------------|--------------|---------------|
| CONTAMINANT SEPARATOR AND ISOLATION LOOP FOR A FUEL REACTANT STREAM FOR A FUEL CELL | US | Sep 20, 2006 | Jun 26, 2012 | 8,206,490 |
| VOLATILE ORGANIC COMPOUND ABATEMENT WITH FUEL CELL POWER PLANT | US | Jul 20, 2007 | Jul 24, 2012 | 8,227,120 |
| LIQUID ELECTROLYTE FUEL CELL HAVING AN ANODE SUBSTRATE LAYER THICKER THAN THE CATHODE SUBSTRATE LAYER | US | Oct 27, 2006 | Mar 20, 2012 | 8,137,857 |
| REDUCED GENERATION OF AMMONIA IN NICKEL CATALYST OF REFORMER | US | Oct 25, 2007 | Jun 12, 2012 | 8,197,792 |
| POWER SYSTEM HAVING AC AND DC POWER SOURCES | US | Jan 13, 2010 | Aug 28, 2012 | 8,253,273 |
| Catalyst Support of Mixed Cerium Zirconium Titanium Oxide, Including Use and Method of Making | US | May 15, 2007 | Jan 18, 2011 | 7,871,957 |
| Corrosion Resistant Membrane Condenser For Recovery Of Fuel Cell Electrolyte | US | Jun 16, 2011 | Mar 19, 2013 | 8,399,139 |
| Integrated Contaminant Separator and Water-Control Loop for a Fuel Reactant Stream | US | Dec 27, 2007 | Jan 1, 2013 | 8,343,256 |
| FUEL GAS REFORMER ASSEMBLAGE | US | Jun 21, 2000 | Sep 16, 2003 | 6,620,389 |
| COOLANT PLATE ASSEMBLY FOR A FUEL CELL STACK | US | Mar 22, 1996 | Apr 18, 2000 | 6,050,331 |
| CATHODE REACTANT FLOW FIELD COMPONENT FOR A FUEL CELL STACK | US | Oct 7, 1994 | Sep 24, 1996 | 5,558,955 |
| SHIFT CONVERTER | US | May 17, 1996 | Oct 23, 2001 | 6,306,354 |
| FUEL CELL POWER PLANT FURNACE | US | May 28, 1997 | Aug 3, 1999 | 5,931,658 |
| REMOVAL OF HYDROGEN SULFIDE FROM ANAEROBIC DIGESTER GAS | US | Jul 1, 1994 | Jun 29, 1999 | 5,916,438 |
| REMOVAL OF HYDROGEN SULFIDE FROM ANAEROBIC DIGESTER GAS | US | Apr 11, 1999 | Nov 2, 1999 | 5,976,373 |
| LANDFILL GAS TREATMENT SYSTEM | US | Jun 14, 1994 | Sep 19, 1995 | 5,451,249 |
| COMPACT FUEL GAS REFORMER ASSEMBLAGE | US | Dec 27, 1995 | Mar 31, 1998 | 5,733,347 |
| WASTE GAS TREATMENT SYSTEM | US | Nov 22, 1995 | Nov 3, 1998 | 5,830,423 |
| SYSTEM AND METHOD FOR PROVIDING OPTIMUM CELL OPERATING TEMPERATURES AND STEAM PRODUCTION IN A FUEL CELL POWER PLANT | US | Dec 27, 1995 | Oct 15, 1996 | 5,565,279 |
| SYSTEM FOR TREATMENT OF ACID FUEL CELL GAS STREAM | US | May 31, 1996 | Aug 11, 1998 | 5,792,572 |
| HYDROCARBON FUEL GAS REFORMER ASSEMBLY FOR A FUEL CELL POWER PLANT | US | Nov 10, 1998 | Oct 2, 2001 | 6,296,814 |
| CATALYZED WALL FUEL GAS REFORMER | US | Apr 16, 1998 | Sep 12, 2000 | 6,117,578 |
| METHOD OF PREPARING A FUEL CELL ELECTRODE | US | Oct 20, 1995 | Mar 31, 1998 | 5,732,463 |
| GAS GENERATING SYSTEM AND METHOD | US | Apr 15, 1997 | Oct 5, 1999 | 5,961,928 |
| INHIBITION OF CARBON DEPOSITION ON FUEL GAS STEAM REFORMER WALLS | US | Nov 10, 1998 | Sep 19, 2000 | 6,120,926 |
| COMPACT FUEL GAS REFORMER ASSEMBLAGE | US | Mar 23, 2001 | Aug 10, 2004 | 6,773,684 |
| REFORMATE FUEL TREATMENT SYSTEM FOR A FUEL CELL POWER PLANT | US | May 30, 2000 | Apr 23, 2002 | 6,376,114 |
| COMPACT LIGHT WEIGHT AUTOTHERMAL REFORMER ASSEMBLY | US | May 27, 1999 | Sep 28, 2004 | 6,797,244 |
| COMPACT LIGHT WEIGHT AUTOTHERMAL | US | Sep 22, 2004 | Nov 29, 2005 | 6,969,411 |

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| REFORMER ASSEMBLY | | | | |
| INHIBITION OF CARBON DEPOSITION ON FUEL GAS STEAM REFORMER WALLS | US | Nov 10, 1998 | Jul 10, 2001 | 6,258,330 |
| Compact Fuel Gas Reformer Assemblage | US | Jan 19, 1999 | Mar 20, 2001 | 6,203,587 |
| COMPACT, LIGHT WEIGHT METHANOL FUEL GAS AUTO THERMAL REFORMER ASSEMBLY | US | Jun 14, 1999 | Jun 8, 2004 | 6,746,650 |
| COMPACT FUEL GAS REFORMER ASSEMBLAGE WITH BURNER WALL TEMPERATURE CONTROL | US | Jun 30, 1999 | Jul 22, 2003 | 6,596,039 |
| SYSTEM FOR PROVIDING ASSURED POWER TO A CRITICAL LOAD | US | Mar 16, 2004 | Jul 3, 2007 | RE39,710 |
| CONTROL OF MULTIPLE FUEL CELL POWER PLANTS AT A SITE TO PROVIDE A DISTRIBUTED RESOURCE IN A UTILITY GRID | US | Mar 15, 2001 | Jun 29, 2004 | 6,757,590 |
| CONTROL OF MULTIPLE FUEL CELL POWER PLANTS AT A SITE TO PROVIDE A DISTRIBUTED RESOURCE IN A UTILITY GRID | US | Dec 21, 2004 | Oct 12, 2010 | RE41,821 |
| A SHIFT CONVERTER HAVING AN IMPROVED CATALYST COMPOSITION, AND METHOD FOR ITS USE | US | May 9, 2001 | Sep 24, 2002 | 6,455,182 |
| OXYGEN-ASSISTED WATER GAS SHIFT REACTOR HAVING A SUPPORTED CATALYST, AND METHOD FOR ITS USE | US | Jul 31, 2001 | Nov 23, 2004 | 6,821,494 |
| SYSTEM AND METHOD FOR PREPARING FUEL FOR FUEL PROCESSING SYSTEM | US | Aug 6, 2001 | May 25, 2004 | 6,740,435 |
| PREFERENTIAL OXIDATION REACTOR AND PROCESS | US | Jul 26, 2002 | Mar 27, 2007 | 7,195,742 |
| FUEL MIXING CONTROL FOR FUEL CELL POWER PLANTS OPERATING ON MULTIPLE FUELS | US | Dec 19, 2002 | May 10, 2005 | 6,890,671 |
| CERIA-BASED MIXED-METAL OXIDE STRUCTURE, INCLUDING METHOD OF MAKING AND USE | US | Mar 28, 2003 | Jan 23, 2007 | 7,166,263 |
| CERIA-BASED MIXED-METAL OXIDE STRUCTURE, INCLUDING METHOD OF MAKING AND USE | US | Nov 28, 2006 | Nov 3, 2009 | 7,612,011 |
| HYDROGEN GENERATOR FOR HYDROGEN DESULFURIZATION OF HYDROCARBON FEEDS | US | Dec 9, 2003 | Oct 31, 2006 | 7,128,768 |
| SYSTEM FOR PROVIDING ASSURED POWER TO A CRITICAL LOAD | US | Sep 26, 2002 | Jun 13, 2006 | 7,061,139 |
| HIGH PERFORMANCE FUEL PROCESSING SYSTEM FOR FUEL CELL POWER PLANT | US | Mar 28, 2003 | Aug 23, 2005 | 6,932,848 |
| METHOD AND APPARATUS FOR REMOVAL OF CONTAMINANTS FROM A HYDROGEN PROCESSOR FEED STREAM, AS IN A FUEL CELL POWER PLANT | US | Jun 9, 2003 | Dec 27, 2005 | 6,979,505 |
| METHOD FOR REMOVAL OF CONTAMINANTS FROM A HYDROGEN PROCESSOR FEED STREAM, AS IN A FUEL CELL POWER PLANT | US | Sep 27, 2005 | Apr 25, 2006 | 7,033,557 |
| COMPACT PRODUCTION OF REFORMATE AND SEGREGATED H ₂ , N ₂ AND CO ₂ | US | Jun 7, 2004 | Aug 18, 2009 | 7,575,610 |
| FUEL CELL COOLERS WITH INVERSE FLOW AND CONDENSATION ZONE | US | Dec 29, 2004 | Dec 19, 2006 | 7,150,929 |
| FUEL CELL IN COMBINED HEAT AND ELECTRIC POWER SYSTEM | US | Dec 29, 2004 | Sep 5, 2006 | 7,100,376 |
| FUEL CELL WITH ELECTROLYTE CONDENSATION ZONE | US | Dec 22, 2004 | Nov 27, 2012 | 8,318,362 |
| FUEL CELL ASSEMBLY HAVING LONG LIFE CHARACTERISTICS | US | Dec 29, 2004 | Mar 16, 2010 | 7,678,478 |
| FUEL CELL ASSEMBLY HAVING LONG LIFE CHARACTERISTICS | US | Nov 10, 2009 | Jul 27, 2010 | 7,763,390 |
| AMMONIA REMOVAL USING CONTACT SCRUBBER | US | Dec 20, 2006 | Oct 4, 2011 | 8,029,753 |
| Control for Reformer, Fuel Cell and Battery Management System in a Stationary Power Plant | US | July 1, 2008 | 8/9/2011 | 7,993,708 |
| Radiative Heat Transfer via Shunt in a Steam Reforming Reactor | US | October 28, 2010 | 10/18/2011 | 8,038,968 |
| Reducing Loss of Liquid Electrolyte From A High Tempera- | US | July 2, 2009 | October 25, | 8,043,750 |

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|---|----|--------------------|--------------------|-----------|
| ture Polymer-Electrolyte Membrane Fuel Cell | | | 2011 | |
| Radiative Heat Transfer via Fins in a Steam Reformer | US | October 28, 2010 | December 6, 2011 | 8,071,247 |
| SYSTEM AND METHOD FOR OPERATING A HIGH TEMPERATURE FUEL CELL AS A BACK-UP POWER SUPPLY WITH REDUCED PERFORMANCE DECAY | US | November 19, 2007 | February 21, 2012 | 8,119,294 |
| Reducing Loss of Liquid Electrolyte From A High Temperature Polymer-Electrolyte Membrane Fuel Cell | US | October 19, 2011 | May 1, 2012 | 8,168,339 |
| Air-Cooled Thermal Management for Uniform Fuel Cell Temperature | US | February 20, 2009 | May 1, 2012 | 8,168,344 |
| SYSTEM AND METHOD FOR OPERATING A HIGH TEMPERATURE FUEL CELL AS A BACK-UP POWER SUPPLY WITH REDUCED PERFORMANCE DECAY | US | February 7, 2012 | June 19, 2012 | 8,202,655 |
| Radiative Heat Transfer via Fins in a Steam Reformer | US | December 5, 2011 | July 17, 2012 | 8,221,692 |
| Steam Reformer with Recuperative Heat Exchanger | US | January 18, 2012 | September 11, 2012 | 8,263,274 |
| Corrosion Testing of Fuel-Cell Separator Plate Materials | US | November 4, 2009 | September 18, 2012 | 8,268,160 |
| STARTUP AND SHUTDOWN PROCEDURES FOR OPERATING A FUEL CELL ASSEMBLY | US | April 30, 2007 | July 23, 2013 | 8,492,038 |
| FUEL CELL SYSTEM CONDENSING HEAT EXCHANGER | US | September 22, 2011 | February 18, 2014 | 8,652,695 |
| ACID DILUTION DEVICE IN CONDENSER OF PHOSPHORIC ACID FUEL CELL | US | July 7, 2011 | January 7, 2014 | 8,623,561 |
| FUEL CELL SEPARATOR PLATE ASSEMBLY | US | August 16, 2010 | June 24, 2014 | 8,758,958 |
| Hydrodesulfurizer recycle applied upstream of processor feed-stock pressurization | US | 9/14/2010 | 10/15/2013 | 8,557,452 |
| Corrosion testing of fuel-cell separator plate materials | US | 11/4/2009 | 9/18/2012 | 8,268,160 |
| Radiative heat transfer via fins in a steam reformer | US | 12/5/2011 | 7/17/2012 | 8,221,692 |
| System and method for operating a high temperature fuel cell as a back-up power supply with reduced performance decay | US | 2/7/2012 | 6/19/2012 | 8,202,655 |
| Air-cooled thermal management for a fuel cell stack | US | 2/20/2009 | 5/1/2012 | 8,168,344 |
| Reducing loss of liquid electrolyte from a high temperature polymer-electrolyte membrane fuel cell | US | 10/19/2011 | 5/1/2012 | 8,168,339 |
| System and method for operating a high temperature fuel cell as a back-up power supply with reduced performance decay | US | 11/19/2007 | 2/21/2012 | 8,119,294 |
| Radiative heat transfer via fins in a steam reformer | US | 10/28/2010 | 12/6/2011 | 8,071,247 |
| Reducing loss of liquid electrolyte from a high temperature polymer-electrolyte membrane fuel cell | US | 7/2/2009 | 10/25/2011 | 8,043,750 |
| Radiative heat transfer via shunt in a steam reforming reactor | US | 10/28/2010 | 10/18/2011 | 8,038,968 |

US Patents Pending

| TITLE | APPLICATION NUMBER | DATE FILED | PUBLICATION DATE | PUBLICATION NUMBER |
|--|--------------------|-------------------|-------------------|--------------------|
| TAILORED HEAT TRANSFER CHARACTERISTIC OF FUEL CELL COOLERS | 12/452698 | Jul 25, 2007 | May 13, 2010 | US-2010-0119885-A1 |
| FLUIDIZED BED CONTAMINANT SEPARATOR AND WATER-CONTROL LOOP FOR A FUEL REACTANT STREAM OF A FUEL CELL | 13/263148 | Apr 27, 2009 | Feb 9, 2012 | US-2012-0034536-A1 |
| STEAM/CARBON RATIO DETECTION AND CONTROL | 13/261553 | Jul 2, 2010 | 16-May-13 | US-2013-0118077-A1 |
| SYSTEM AND METHOD FOR REDUCING FUEL CELL POWER PLANT EMISSIONS | 13/144713 | Jan 15, 2009 | Nov 17, 2011 | US-2011-0281187-A1 |
| ACID FUEL CELL CONDENSING HEAT EXCHANGER | 13/259235 | Apr 8, 2009 | Jan 26, 2012 | US-2012-0021306-A1 |
| ANODE UTILIZATION CONTROL SYSTEM FOR A FUEL CELL POWER PLANT | 13/127129 | Dec 1, 2008 | Sep 8, 2011 | US-2011-0217607-A1 |
| SPIRAL HEAT EXCHANGER FOR HYDRODESULFURIZER FEEDSTOCK | 13/138225 | Jun 29, 2009 | Nov 10, 2011 | US-2011-0272123-A1 |
| PREVENTING MIGRATION OF LIQUID ELECTROLYTE OUT OF A FUEL CELL | 13/142099 | Jun 18, 2009 | Feb 2, 2012 | US-2012-0028160-A1 |
| MANUFACTURE OF A FUEL CELL WITH LIQUID ELECTROLYTE MIGRATION PREVENTION | 13/145626 | Jun 18, 2009 | Feb 2, 2012 | US-2012-0028172-A1 |
| HYBRID FOAM/LOW-PRESSURE AUTOHERMAL REFORMER | 12/452708 | Jul 20, 2007 | Jan 19, 2012 | US-2012-0014864-A1 |
| FUEL CELL SEPARATOR PLATE ASSEMBLY | 12/930633 | Jan 11, 2011 | 21-Jul-11 | US-2011-0177419-A1 |
| Fuel Processing of Feedstocks Having Components Harmful to Hydrodesulfurization | 13/416744 | Mar 12, 2012 | Nov 15, 2012 | US-2012-0288412-A1 |
| Steam Boiler for a Steam Reformer | 13/368185 | February 7, 2012 | August 8, 2013 | US-2013-0202977-A1 |
| Stepped Steam Reformer | 13/353147 | January 18, 2012 | June 7, 2012 | US-2012-0141893-A1 |
| SYSTEM AND METHOD FOR THERMAL PRIORITY OPERATION OF A FUEL CELL POWER PLANT | 14/125345 | December 11, 2013 | | |
| ENERGY DISSIPATION DEVICE FOR CONTROLLING FLOW OF A FUEL CELL FLUID | 14/113497 | October 23, 2013 | February 20, 2014 | US 2014-0051001 A1 |
| POROUS MEDIA FUEL CELL COMPONENT | 14/117095 | November 12, 2013 | | |
| MOLDED COOLANT PLATE ASSEMBLY WITH INTEGRAL REACTANT FLOW FIELDS AND THERMAL DAM | 14/352730 | April 18, 2014 | | |
| FUEL CELL SEAL REATINER ASSEMBLY | 14/361085 | May 28, 2014 | | |
| CORE-SHELL CATALYST FOR NATURAL GAS REFORMING | 14/124163 | 5-Dec-13 | | US-2014-0134060 A1 |

Foreign Patents Issued

| TITLE | COUNTRY | DATE FILED | ISSUE DATE | FORMATTED SERIAL NUMBER | PUBLICATION NUMBER | FORMATTED PATENT NUMBER | PRIORITY PUBLICATION NUMBER |
|---|---------|--------------|--------------|-------------------------|--------------------|-------------------------|-----------------------------|
| AMMONIA SCRUBBER AND HEAT EXCHANGER FOR FUEL CELL APPLICATIONS | CN | Sep 20, 2006 | Mar 27, 2013 | 200680055893.3 | 101511973 | | WO2008/036090 |
| PAFC With Anode GDL Thicker Than Cathode GDL | CN | Oct 27, 2006 | Jun 5, 2012 | 200680056223.3 | 101542813 | | |
| PAFC With Anode GDL Thicker Than Cathode GDL | KR | Oct 27, 2006 | Aug 20, 2013 | 10-2009-7009680 | | 10-1300290 | |
| REDUCED GENERATION OF AMMONIA IN NICKEL CATALYST OF REFORMER | CN | Oct 25, 2007 | Feb 27, 2013 | 200780101247.0 | 101836318 | ZL200780101247.0 | WO 2009/054830 |
| CATHODE REACTANT FLOW FIELD COMPONENT FOR A FUEL CELL STACK | EP | Sep 21, 1995 | Dec 30, 1998 | 95935031.5 | | 0786155 | |
| SHIFT CONVERTER | DE | May 16, 1997 | Aug 21, 2002 | 97924744.2 | | 69714855.6 | |
| FUEL CELL POWER PLANT FURNACE | DE | Apr 11, 1996 | Aug 22, 2001 | 96910805.9 | | 69614632.0 | |
| FUEL CELL POWER PLANT FURNACE | JP | Apr 11, 1996 | Apr 6, 2007 | 8-531154 | P3939347 | 3939347 | |
| FUEL CELL POWER PLANT FURNACE | KR | Apr 11, 1996 | Jan 20, 2004 | 96-707092 | | 10-417362 | |
| REMOVAL OF HYDROGEN SULFIDE FROM ANAEROBIC DIGESTER GAS | JP | Jun 23, 1995 | Nov 6, 1998 | 50398696 | 96/01300 | 2848708 | |
| WASTE GAS TREATMENT SYSTEM | DE | Nov 22, 1996 | Feb 20, 2002 | 96941461.4 | | 69619360.4 | |
| INTEGRATED REFORMER/REGENERATOR TUBE SUPPORT PLATE FOR MULTI TUBE REFORMERS | CN | Nov 10, 1999 | Oct 13, 2004 | 99814465.7 | CN 1170623C | ZL 99814465.7 | |
| INTEGRATED REFORMER/REGENERATOR TUBE SUPPORT PLATE FOR MULTI TUBE REFORMERS | DE | Nov 10, 1999 | Jul 8, 2009 | 999657968 | | 699 41 093.2-08 | |
| INTEGRATED REFORMER/REGENERATOR TUBE SUPPORT PLATE FOR MULTI TUBE REFORMERS | EP | Nov 10, 1999 | Jul 8, 2009 | 99965796.8 | 1 148 939 | 1 148 939 | |
| INTEGRATED REFORMER/REGENERATOR TUBE SUPPORT PLATE FOR MULTI TUBE REFORMERS | IN | Nov 10, 1999 | Jan 13, 2009 | INPCT/2001/00355 /DEL | | 227487 | |
| INTEGRATED REFORMER/REGENERATOR TUBE SUPPORT PLATE FOR MULTI TUBE REFORMERS | KR | Nov 10, 1999 | Mar 15, 2006 | 2001-7005739 | | 10-0563182 | |
| WASHCOAT FOR CATALYZED WALL REFORMERS | CN | Apr 14, 1999 | Feb 4, 2004 | 99805110.1 | | ZL 99805110.1 | |

| TITLE | COUNTRY | DATE FILED | ISSUE DATE | FORMATTED SERIAL NUMBER | PUBLICATION NUMBER | FORMATTED PATENT NUMBER | PRIORITY PUBLICATION NUMBER |
|--|---------|--------------|--------------|-------------------------|--------------------|-------------------------|-----------------------------|
| GAS GENERATING SYSTEM AND METHOD | DE | Apr 14, 1998 | Jan 8, 2003 | 98918337.1 | | 698 10 604.0-08 | |
| GAS GENERATING SYSTEM AND METHOD | GB | Apr 14, 1998 | Jan 8, 2003 | 98918337.1 | | 975,424 | |
| INHIBITION OF CARBON DEPOSITION ON FUEL GAS STEAM REFORMER WALLS | CN | Nov 10, 1999 | Jan 11, 2006 | 99813114.8 | | ZL 99813114.8 | |
| INHIBITION OF CARBON DEPOSITION ON FUEL GAS STEAM REFORMER WALLS | ID | Nov 10, 1999 | Mar 6, 2006 | W-00200101192 | | ID 0 017 063 | |
| INHIBITION OF CARBON DEPOSITION ON FUEL GAS STEAM REFORMER WALLS | KR | Nov 10, 1999 | Jul 5, 2006 | 20017005860 | | 10-0599892 | |
| COMPACT FUEL GAS REFORMER ASSEMBLAGE | JP | Jan 22, 2002 | Apr 30, 2010 | 2002-559163 | 4505184 | 4505184 | |
| INHIBITION OF CARBON DEPOSITION ON FUEL GAS STEAM REFORMER WALLS | CN | Nov 10, 1999 | Sep 3, 2003 | 99813115.6 | | 99813115.6 | |
| INHIBITION OF CARBON DEPOSITION ON FUEL GAS STEAM REFORMER WALLS | IN | Nov 10, 1999 | Jan 13, 2009 | 2001/00332 | | 227474 | |
| INHIBITION OF CARBON DEPOSITION ON FUEL GAS STEAM REFORMER WALLS | KR | Nov 10, 1999 | Jul 5, 2006 | 20017005861 | | 10-0599893 | |
| FUEL CELL POWER PLANT | JP | Mar 21, 2002 | Jun 1, 2007 | 2002583318 | | 3964794 | |
| COMPACT, LIGHT WEIGHT METHANOL FUEL GAS AUTOTHERMAL REFORMER ASSEMBLY | JP | Jun 14, 2000 | Apr 8, 2011 | 2001-502969 | | 4718069 | |
| COMPACT FUEL GAS REFORMER ASSEMBLAGE WITH BURNER WALL TEMPERATURE CONTROL | DE | Jun 23, 2000 | Jul 14, 2011 | 100 84 774.9 | | 100 84 774 | |
| FUEL GAS REFORMER ASSEMBLAGE | JP | Oct 2, 2001 | Apr 30, 2010 | 2002-577093 | | 4505187 | |
| SYSTEM FOR PROVIDING ASSURED POWER TO A CRITICAL LOAD | JP | Feb 5, 2002 | May 16, 2008 | 2002-570373 | | 4,125,601 | |
| CONTROL OF MULTIPLE FUEL CELL POWER PLANTS AT A SITE TO PROVIDE A DISTRIBUTED RESOURCE IN A UTILITY GRID | JP | Mar 6, 2002 | Oct 12, 2007 | 2002-576033 | 4024682 | 4024682 | |
| A SHIFT CONVERTER HAVING AN IMPROVED CATALYST COMPOSITION, AND METHOD FOR ITS USE | CN | Apr 23, 2002 | Mar 21, 2007 | 028095340 | | ZL 02809534.0 | |
| PREFERENTIAL OXIDATION REACTOR AND PROCESS | JP | Jun 5, 2003 | Jan 14, 2011 | 2004-524502 | | 4663321 | |
| SYSTEM FOR PROVIDING ASSURED POWER TO A CRITICAL LOAD | CN | Sep 23, 2003 | Sep 3, 2008 | 03825320.8 | 1701481 | ZL2003825320.8 | |
| SYSTEM FOR PROVIDING ASSURED POWER TO A CRITICAL LOAD | ID | Sep 23, 2003 | Mar 31, 2008 | W-00200500780 | | ID0 020 816 | |

| TITLE | COUNTRY | DATE FILED | ISSUE DATE | FORMATTED SERIAL NUMBER | PUBLICATION NUMBER | FORMATTED PATENT NUMBER | PRIORITY PUBLICATION NUMBER |
|---|---------|--------------|--------------|-------------------------|--------------------|-------------------------|-----------------------------|
| SYSTEM FOR PROVIDING ASSURED POWER TO A | IN | Sep 23, 2003 | Apr 2, 2011 | 1022/DELNP/2005 | | 245912 | |
| SYSTEM FOR PROVIDING ASSURED POWER TO A | KR | Sep 23, 2003 | Nov 24, 2010 | 10-2005-7005193 | | 10-0997559 | |
| FUEL CELL COOLERS WITH INVERSE FLOW AND | CN | Dec 15, 2005 | Jul 11, 2012 | 200580045049.8 | 101091278 | ZL200580045049.8 | |
| FUEL CELL COOLERS WITH INVERSE FLOW AND | DE | Dec 15, 2005 | Dec 15, 2010 | 058544974 | 1842254 | 60 2005 025 410.2-08 | |
| FUEL CELL COOLERS WITH INVERSE FLOW AND | EP | Dec 15, 2005 | Dec 15, 2010 | 05854497.4 | 1842254 | 1 842 254 | |
| FUEL CELL COOLERS WITH INVERSE FLOW AND | JP | Dec 15, 2005 | Mar 30, 2012 | 2007-549450 | | 4960260 | |
| FUEL CELL COOLERS WITH INVERSE FLOW AND | KR | Dec 15, 2005 | Mar 20, 2013 | 10-2007-7013691 | | 10-1247875 | |
| FUEL CELL COOLERS WITH INVERSE FLOW AND | RU | Dec 15, 2005 | Apr 20, 2011 | 2007129105 | | 2416842 | |
| FUEL CELL SEPARATOR | CN | Dec 29, 2004 | Dec 2, 2009 | 200480044761.1 | 101091270 | ZL200480044761.1 | |
| FUEL CELL SEPARATOR | EP | Dec 29, 2004 | Oct 5, 2011 | 04815992.5 | 1836738 | 1836738 | |
| FUEL CELL SEPARATOR | RU | Dec 29, 2004 | Apr 27, 2011 | 2007129102 | | 2417485 | |
| FUEL CELL WITH | CN | Dec 22, 2004 | Jan 11, 2012 | 200480044674.6 | 101088189 | ZL200480044674.6 | WO 2006/071209 |
| FUEL CELL WITH | DE | Dec 22, 2004 | Aug 3, 2011 | 04815369.6 | 1842258 | 602004033807.9 | |
| FUEL CELL WITH | EP | Dec 22, 2004 | Aug 3, 2011 | 04815369.6 | 1842258 | 1842258 | WO 2006/071209 |
| FUEL CELL WITH | JP | Dec 22, 2004 | Oct 28, 2011 | 2007-548166 | | 4850844 | WO 2006/071209 |
| FUEL CELL WITH | KR | Dec 22, 2004 | Jan 9, 2012 | 10-2007-7011185 | | 10-1106331 | WO 2006/071209 |
| FUEL CELL WITH | RU | Dec 22, 2004 | Apr 10, 2009 | 2007128144 | | 2352030 | WO 2006/071209 |
| FUEL CELL ASSEMBLY | JP | Dec 29, 2004 | Aug 19, 2011 | 2007-549330 | | 4806686 | |
| FUEL CELL ASSEMBLY | KR | Dec 29, 2004 | Oct 20, 2008 | 10-2007-7012418 | | 865432 | |
| FUEL CELL ASSEMBLY | RU | Dec 29, 2004 | Nov 27, 2008 | 2007129101 | | 2,340,043 | |
| STARTUP AND SHUTDOWN PROCEDURES FOR | CN | Dec 29, 2004 | May 26, 2010 | 200480044755.6 | 101091142 | ZL200480044755.6 | |
| STARTUP AND SHUTDOWN PROCEDURES FOR | EP | Dec 29, 2004 | Dec 26, 2012 | 04815640.0 | 1834223 | 1834223 | |
| STARTUP AND SHUTDOWN PROCEDURES FOR | KR | Dec 29, 2004 | Jan 7, 2009 | 10-2007-7012419 | | 10-0878634 | 6/1/2007 |
| STARTUP AND SHUTDOWN PROCEDURES FOR | RU | Dec 29, 2004 | Mar 27, 2009 | 2007129103 | | 2351001 | |
| Fuel Cell Membranes, Gels | GR | 6/3/2008 | 10/2/2009 | 20080100382 | | | |

Foreign Patents Pending

| TITLE | COUNTRY | DATE FILED | PUBLICATION DATE | FORMATTED SERIAL | PUBLICATION NUMBER |
|--|---------|--------------|------------------|-------------------|--------------------|
| AMMONIA SCRUBBER AND HEAT EXCHANGER FOR FUEL CELL APPLICATIONS | IN | Sep 20, 2006 | Aug 20, 2010 | | WO 2008/036090 |
| SYSTEM AND METHOD FOR THERMAL PRIORITY OPERATION OF A FUEL CELL POWER PLANT | WO | Aug 16, 2010 | | PCT/US10/45608 | |
| REDUCED GENERATION OF AMMONIA IN NICKEL CATALYST OF REFORMER | EP | Oct 25, 2007 | Aug 4, 2010 | 07 861 502.8 | 2 212 959 |
| REDUCED GENERATION OF AMMONIA IN NICKEL CATALYST OF REFORMER | KR | Oct 25, 2007 | | 10-2010-7010269 | |
| POWER SYSTEM HAVING AC AND DC POWER SOURCES | KR | Jul 26, 2007 | | 10-2010-7003263 | |
| A FLUIDIZED BED CONTAMINANT SEPARATOR AND WATER-CONTROL LOOP FOR A FUEL REACTANT STREAM OF A FUEL CELL | KR | Apr 27, 2009 | | 10-2011-7026945 | |
| Steam to carbon ratio detection and control using saturator downstream of fuel processing system | WO | Jul 2, 2010 | | PCT/US2010/001890 | 2012/002926 |
| SYSTEM AND METHOD FOR REDUCING FUEL CELL POWER PLANT EMISSIONS | KR | Jan 15, 2009 | | 10-2011-7010293 | |
| ACID FUEL CELL CONDENSING HEAT EXCHANGER | KR | Apr 8, 2009 | | 10-2011-7021904 | |
| ACID FUEL CELL CONDENSING HEAT EXCHANGER | WO | Apr 8, 2009 | Oct 14, 2010 | PCT/US09/39852 | WO 2010/117362 |
| FUEL CELL SYSTEM CONDENSING HEAT EXCHANGER | KR | Apr 13, 2009 | | 10-2011-7021905 | |
| FUEL CELL SYSTEM CONDENSING HEAT EXCHANGER | WO | Apr 13, 2009 | Oct 21, 2010 | PCT/US09/40329 | WO 2010/120276 |
| Anode Utilization Control | CN | Dec 1, 2008 | Nov 2, 2011 | | 102232256 |
| Anode Utilization Control | DE | Dec 1, 2008 | | 112008004160.1 | |
| Anode Utilization Control | KR | Dec 1, 2008 | | | |
| Acid Dilution Device in Condenser of Phosphoric Acid Fuel Cell | KR | Jun 29, 2009 | | 10-2011-7015682 | |
| Simplified Fuel Preheater Design | EP | Jun 29, 2009 | May 9, 2012 | 09846922.4 | 2448660 |
| Simplified Fuel Preheater Design | KR | Jun 29, 2009 | | 10-2011-7020154 | |
| Simplified Fuel Preheater Design | WO | Jun 29, 2009 | | PCT/US2009/03857 | |
| Flap concept for preventing acid migration due to shunt currents | KR | Jun 18, 2009 | | 10-2011-7018376 | |
| Fuel Cell With Barrier To Inter Cell Acid Transfer At Edge | EP | Jun 18, 2009 | Feb 29, 2012 | 09843753.6 | 2422395 |
| Fuel Cell With Barrier To Inter Cell Acid Transfer At Edge | KR | Jun 18, 2009 | | 10-2011-7021602 | |
| FUEL CELL PLATE WITH RECYCLED MATERIAL | IN | Feb 1, 2010 | | 5878/DELNP/2012 | |
| FUEL CELL PLATE WITH RECYCLED MATERIAL | KR | Feb 1, 2010 | | 10-2012-7018852 | |
| FUEL CELL PLATE WITH RECYCLED MATERIAL | WO | Feb 1, 2010 | | PCT/US10/22691 | |
| Energy Dissipation Device for Controlling Flow of a Fuel Cell Fluid | WO | May 2, 2011 | | PCT/US11/34716 | |
| Adsorber Assembly | WO | Oct 25, 2010 | | PCT/US10/53921 | |

| TITLE | COUNTRY | DATE FILED | PUBLICATION DATE | FORMATTED SERIAL NUMBER | PUBLICATION NUMBER |
|--|---------|-------------------|--------------------------|-------------------------|--------------------|
| Use of TEFLON AF in PAFC Electrodes | WO | Feb 1, 2013 | | PCT/US2013/024280 | |
| Molded Integral Separator Plate With Integral Acid Barriers | WO | Dec 19, 2011 | | PCT/US2011/065762 | |
| Porous Media Fuel Cell Component | WO | May 12, 2011 | | PCT/US11/36201 | |
| ELECTROLYTE GENERATION WITHIN A FUEL CELL | WO | Jan 26, 2012 | | PCT/US12/22622 | |
| CORE-SHELL CATALYST FOR NATURAL GAS REFORMING | WO | May 10, 2011 | Nov 15, 2012 | PCT/US11/35862 | WO 2012/154172 |
| Molded Coolant Plate Assembly With Integral Reactant Flow Fields | WO | Oct 25, 2011 | | PCT/US2011/001806 | WO 2013/062503 |
| PC50 Manifold Seal Compression And Retention Fixture | WO | Nov 28, 2011 | | | |
| Molded Coolant Plate Assembly With Integral Reactant Flow Fields And Thermal Dam | WO | Oct 25, 2011 | | PCT/US11/57587 | |
| Fuel Cell Having Multiple Duplicate Anode Substrate Layers | WO | Apr 2, 2013 | | | |
| FUEL CELL COMPONENT HAVING A FLAP EXTENDING FROM A POLYMER IMPREGNATED REGION | WO | Feb 19, 2013 | | PCT/US13/26674 | |
| PHOSPHORIC ACID FUEL CELL COMPONENT HAVING A POLYMER IMPREGNATED REGION | WO | Feb 19, 2013 | | PCT/US13/26675 | |
| GAS GENERATING SYSTEM AND METHOD | IN | Apr 15, 1998 | | 971/Del/98 | |
| FUEL CELL COOLERS WITH INVERSE FLOW AND CONDENSATION ZONE | IN | Dec 15, 2005 | | 3867/DELNP/2007 | |
| FUEL CELL WITH ELECTROLYTE CONDENSATION ZONE | IN | Dec 22, 2004 | | 3397/DELNP/2007 | |
| FUEL CELL ASSEMBLY HAVING LONG LIFE CHARACTERISTICS | EP | Dec 29, 2004 | Oct 3, 2007 | 04815619.4 | 1839361 |
| FUEL CELL ASSEMBLY HAVING LONG LIFE CHARACTERISTICS | IN | Dec 29, 2004 | | 3515/DELNP/2007 | |
| STARTUP AND SHUTDOWN PROCEDURES FOR OPERATING A FUEL CELL ASSEMBLY | DE | Dec 29, 2004 | Sep 19, 2007 | 04815640.0 | 1834223 |
| STARTUP AND SHUTDOWN PROCEDURES FOR OPERATING A FUEL CELL ASSEMBLY | IN | Dec 29, 2004 | | 3512/DELNP/2007 | |
| STARTUP AND SHUTDOWN PROCEDURES FOR OPERATING A FUEL CELL ASSEMBLY | JP | Dec 29, 2004 | | 2007-549332 | |
| System and Method for Operating a High Temperature Fuel Cell as a Back-Up Power Supply... | JP | November 17, 2008 | (1/27/2011) | P2011-503827A | |
| System and Method for Operating a High Temperature Fuel Cell as a Back-Up Power Supply... | KR | November 17, 2008 | | | |
| Control for Reformer, Fuel Cell and Battery Management System in a Stationary Power Plant | EP | June 16, 2009 | (1/6/2010) | 2141762 | |
| Control for Reformer, Fuel Cell and Battery Management System in a Stationary Power Plant | JP | June 11, 2009 | 2010-287426 (12/24/2010) | 2010-287426 | |
| Fuel Cell Membranes, Gels and Methods of Fabrication | DE | May 20, 2008 | (12/24/2008) | 10 2008 024 344.2 | |
| Reducing Loss of Liquid Electrolyte From A High Temperature Polymer-Electrolyte Membrane Fuel Cell | PCT | June 29, 2010 | (11/8/2012) | 11 2010 002 798.6 | |
| Reducing Loss of Liquid Electrolyte From A High Temperature Polymer-Electrolyte Membrane Fuel Cell | WO | June 29, 2010 | | | |
| Decreasing Electrolyte Loss in PEM Fuel Cell | WO | December 14, 2011 | | | |
| Decreasing Electrolyte Loss in PEM Fuel Cell | JP | December 28, 2011 | (7/26/2012) | 2012-142284 | |

Registered Trademarks

- **ClearEdge Power, LLC:**
 - **ClearEdge®** (standard characters without claim to font, style, size or color)
 - Reg. Number: 3,883,289
 - Reg. Date: November 10, 2010
 - Intl Class 009. US class 021 023 026 036 038. G & S: Power generation products for solar, wind, geothermal, and other clean efficient means of power generation, namely, solar photovoltaic panels, fuel cells; fuel cell assemblies comprised of reformers for fuel cells, electrical and electronic sensors, microcomputers and activators for controlling fuel cell drives and inverters for transforming DC current into AC current and AC current into DC current and batteries. FIRST USE: 20060630. FIRST USE IN COMMERCE: 20061206
 - 8 & 15 Affidavits of continuous use due no later than 11/30/2016
 - **ClearEdge Power®** (standard characters without claim to font, style, size or color)
 - Reg. Number: 3,276,490
 - Reg. Date: August 7, 2007
 - Intl Class 009. US Class 021 023 026 036 038. G & S: Fuel cells; fuel cell assemblies comprised of reformers for fuel cells, electrical and electronic sensors, microcomputers and activators for controlling fuel cell drives. FIRST USE: 20060630. FIRST USE IN COMMERCE: 20061206
 - 8 & 15 Affidavits of continuous use due no later than 8/7/2013
 - **Power Your Independence®** (standard characters without claim to font, style, size or color)
 - Reg. Number: 4225028
 - Reg. Date: October 16, 2012
 - IC 009. US 021 023 026 036 038. G & S: Power generation products for solar, wind, geothermal and other clean efficient means of power generation, as well as general residential and commercial power generation, namely, fuel cells; fuel cell assemblies comprised of reformers for fuel cells, electrical and electronic sensors, microcomputers and activators for controlling fuel cell drives, fuel processors for molecular extraction, fuel cell stack systems for electricity and heat generation and inverters for transforming DC current into AC current and AC current into DC current and batteries; apparatus for converting natural gas into electrical and thermal energy, namely, fuel cells. FIRST USE: 20110600. FIRST USE IN COMMERCE: 20110600
 - 8&15 Affidavit continuous use due no later than Oct 16, 2018
 - **European Union Registration “ClearEdge Power – Power Your Independence”**
 - Reg. Number: 010714012, August 7, 2012, Class 7, 9, 42 (see registration for explanations, goods and service)
 - Statement of Use for continuous use in the EU due no later than August 7, 2017

– Swirl Design



- Registration number 4,484,438 with a registration date February 18, 2014.
 - No claim to color as a feature of the mark.
 - Class 007 for Electrical generators featuring fuel cells for use in power plants
 - Class 009 for Fuel cells, fuel cell assemblies comprised of reformers for fuel cells, electrical **and electronic sensors, microcomputers and actuators for controlling fuel cell drives**
- **ClearEdge Power Corporation:**
 - Pure Cell® (standard characters without claim to font, style, size or color)
 - Reg. Number: 3305661
 - Reg. Date: October 9, 2007
 - Int'l Class 007. US 013 019 021 023 031 034 035. G & S: Electrical generators featuring fuel cells for use in power plants. FIRST USE: 20030924. FIRST USE IN COMMERCE: 20060918
 - 8&15 Affidavit continuous use due no later than Oct 9, 2013

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of June 26, 2014 (this “Agreement”), is by and among ClearEdge Power, Inc., an Oregon corporation (“CEP”), ClearEdge Power, LLC, a Delaware limited liability company (“CEP LLC”), ClearEdge Power International Service, LLC, a Delaware limited liability company (“CEPIS,” and collectively with CEP and CEP LLC, in their capacities as debtors and debtors in possession, the “Sellers”), and Doosan Corporation, a company organized under the laws of the Republic of Korea, on behalf of itself and/or its Purchaser Designee(s) (the “Purchaser”). Each of the Sellers and the Purchaser is referred to individually herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Sellers filed for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) by filing voluntary chapter 11 petitions commencing their cases (collectively the “Seller Chapter 11 Cases”) in the United States Bankruptcy Court for the Northern District of California (the “Bankruptcy Court”) on May 1, 2014 (the “Petition Date”);

WHEREAS, the Sellers have agreed to transfer to the Purchaser, and the Purchaser has agreed to purchase and assume, pursuant to Sections 363 and 365 of the Bankruptcy Code, from Sellers, the Purchased Assets and the Assumed Liabilities, upon the terms and subject to the conditions contained in this Agreement, including obtaining an order of the Bankruptcy Court pursuant to Sections 105, 363 and 365 of the Bankruptcy Code authorizing the Transactions; and

WHEREAS, the Parties acknowledge and agree that the purchase by the Purchaser or the Purchaser Designees of the Purchased Assets, and the assumption by the Purchaser or the Purchaser Designees of the Assumed Liabilities, are being made at arm’s length and in good faith and without intent to hinder, delay or defraud creditors of the Sellers and their Affiliates.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Recitals. The recitals set forth above are incorporated by reference and are expressly made part of this Agreement.

Section 1.2 Definitions. The following definitions shall apply to and constitute part of this Agreement, the Disclosure Letter, the Purchaser Schedule and all Exhibits attached hereto:

“Accounting Firm” means Deloitte Touche Tohmatsu Limited or, if such firm is unable to serve in such capacity, such other nationally recognized independent accounting firm as either selected by the Parties or, if not so selected, assigned by the American Arbitration Association.

“Action” means any claim, as defined in the Bankruptcy Code, action, complaint, suit, litigation, arbitration, appeal, petition, inquiry, hearing, Order, decree, legal proceeding, investigation or other legal dispute, whether civil, criminal, administrative or otherwise, at law or in equity, by or before any Governmental Authority.

“Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person. For purposes of this definition, “control” (including, with correlative meaning, the terms “controlling” and “controlled”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Assignment and Assumption Agreement(s)” means one or more agreements, providing for the assignment by the Sellers of all of the Sellers’ right, title and interest in and to the Purchased Assets, including the Assumed Contracts and Assumed Leases, free and clear of all Encumbrances (except Permitted Encumbrances) to the Purchaser and/or, as applicable, one or more Purchaser Designees, and the assumption by the Purchaser and/or, as applicable, one or more Purchaser Designees of the Assumed Liabilities, substantially in the form attached hereto as Exhibit A. At the election of the Purchaser, separate Assignment and Assumption Agreements (with appropriate modifications, as applicable) may be executed as to one or more Assumed Contracts, Assumed Leases and/or other Purchased Assets.

“Assignment of Intangible Property” means an assignment of intangible property to transfer the Purchased Assets that are intangible property to the Purchaser and/or, as applicable, one or more Purchaser Designees, free and clear of all Encumbrances (except Permitted Encumbrances), substantially in the form attached hereto as Exhibit B.

“Assumed Contracts” means, collectively, the Contracts of any Seller that are set forth on Schedule 1.2(a) of the Purchaser Schedule subject to revision by the Purchaser prior to the Designation Deadline as set forth in Section 2.7 (but excluding the Eliminated Agreements), which Contracts shall be assumed by the Sellers and assigned to the Purchaser and/or, as applicable, one or more Purchaser Designees pursuant to Section 365 of the Bankruptcy Code, the Assumption Order or other Order of the Bankruptcy Court and the Assignment and Assumption Agreement.

“Assumed Leases” means, collectively, the Leases that shall be set forth on Schedule 1.2(b) of the Purchaser Schedule (but excluding the Eliminated Agreements), which Leases shall be assumed by the Sellers and assigned to and assumed by the Purchaser and/or, as applicable, one or more Purchaser Designees pursuant to Section 365 of the Bankruptcy Code, the Assumption Order or other Order of the Bankruptcy Court and the Assignment and Assumption Agreement(s).

“Assumption Order” means a written Order of the Bankruptcy Court, substantially in the form attached hereto as Exhibit D, with such changes as Purchaser and Sellers may each have ap-

proved in their reasonable discretion, that has not been stayed, vacated or stayed pending appeal, authorizing, in addition to the matters referred to in Section 3.3, the assumption by the Sellers and assignment to the Purchaser and/or one or more Purchaser Designee(s) pursuant to section 365 of the Bankruptcy Code of the Assumed Contracts and Assumed Leases.

“Audited Financial Statements” means the audited consolidated balance sheets (including the consolidating balance sheet), and the related consolidated statements of operations, consolidated statement of changes in stockholders’ equity and consolidated statement of cash flows, of CEP as of and for the fiscal years ended December 31, 2012 and 2011, together with the notes thereto.

“Benefit Plan” means each compensatory or employee benefit plan, policy, program, arrangement or agreement (including any collective bargaining or works council agreement), whether or not written, including any employee welfare benefit plan within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), any employee pension benefit plan within the meaning of Section 3(2) of ERISA (whether or not such plan is subject to ERISA) and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, workers compensation, employment, change of control or fringe benefit plan, program or agreement (a)(i) in which any Service Provider participates or has participated or is or has been eligible to participate or (ii) pursuant to which any Service Provider receives or has received payments or benefits and (b)(i) that is or has been sponsored, maintained or contributed to by any Seller or by any trade or business, whether or not incorporated, which together with any Seller would be deemed a “single employer” under subsection (b), (c), (m) or (o) of Section 414 of the Code (an “ERISA Affiliate”) or (ii) with respect to which any Seller or ERISA Affiliates has, or could reasonably be expected to have, any Liability.

“Bill of Sale” means the bill of sale to transfer the Purchased Assets to the Purchaser and/or, as applicable, one or more Purchaser Designees free and clear of all Encumbrances (except Permitted Encumbrances), substantially in the form attached hereto as Exhibit C.

“Books and Records” means all documents of, or otherwise in the possession, custody or control of, or used by, the Sellers in connection with, or relating to, the Purchased Assets, the Assumed Liabilities, or the operations of the Sellers, including all files, data, reports (including environmental reports and assessments), plans, mailing lists, supplier lists, customer lists, price lists, marketing information and procedures, advertising and promotional materials, equipment records, warranty information, architects agreements, construction contracts, drawings, plans and specifications, records of operations, standard forms of documents, manuals of operations or business procedures and other similar procedures (including all discs, tapes and other media-storage data containing such information).

“Business” means the business of the Sellers, including the designing, manufacturing, selling and servicing distributed generation fuel cell systems for commercial, industrial, utility and residential applications, as currently conducted and as historically conducted prior to the Petition Date.

“Business Day” means any day other than a Saturday, Sunday or other day on which commercial banks in New York City, New York or Seoul, Republic of Korea are authorized or obligated to close under applicable Laws.

“Closing Documents” means any agreements, instruments and other documents to be delivered at the Closing pursuant to Section 7.2 or Section 7.3.

“Code” means the Internal Revenue Code of 1986, as amended.

“Competing Transaction” means any direct or indirect financing, refinancing, acquisition, sale, divestiture (including by merger, acquisition or other business combination), public offering, recapitalization, business combination or reorganization, whether in one transaction or a series of related transactions, of or involving or implicating all or any material part of the Purchased Assets or the Assumed Liabilities, other than any such transaction or series of related transactions with the Purchaser or any Affiliate thereof.

“Consent” means any consent, approval, concession, grant, waiver, exemption, license, entitlement, suitability determination, franchise, development right, certificate, variance, registration, permit, Order or other authorization of or notice of any Person.

“Contract” means any contract, agreement, understanding, arrangement, purchase order, sales order, license, sub-license, instrument or commitment (in each case, whether oral or written) that is or purports to be binding upon any Seller or any assets or property thereof (or subjects any such assets or property to an Encumbrance).

“Deposit Escrow Agreement” means the escrow agreement, in form and substance mutually acceptable to the Parties, by and among the Sellers, the Purchaser and an escrow agent mutually acceptable to the Parties, with respect to the Purchase Price Deposit.

“Encumbrances” means all mortgages, pledges, charges, liens, interests, debentures, trust deeds, claims and encumbrances, of any type whatsoever (whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Seller Chapter 11 Cases, and whether imposed by agreement, understanding, Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability), assignments by way of security or otherwise, security agreements and interests, conditional sales contracts or other title retention agreements, rights of first refusal, negotiation or offer or options to purchase or similar interests or instruments charging, or creating a security interest in the Purchased Assets or any part thereof or interest therein, and any agreements, leases, licenses, occupancy agreements, options, easements, rights of way, covenants, conditions, restrictions, declarations, defects in title, encroachments, executions or other encumbrances (including notices or other registrations in respect of any of the foregoing) affecting title to the Purchased Assets or any part thereof or interest therein, other than any options or other rights which are for the express benefit of the Sellers which are included in the Assumed Leases or Assumed Contracts.

“Environmental Laws” means all applicable Laws relating to pollution or protection of human health, safety or the environment (including ambient air, water, surface water, groundwater, land surface, soil or subsurface) or natural resources, including applicable Laws relating to the gen-

eration, storage, transfer, transportation, investigation, cleanup, treatment, remediation, or use of, or release or threatened release into the environment of, any Hazardous Substances.

“Environmental Permits” means all Permits issued pursuant to Environmental Laws.

“Equipment” means all machinery, equipment, apparatus, appliances, implements, industrial materials, supplies, property, furniture, fixtures, furnishings, vehicles, spare parts, leasehold alterations and improvements, artwork, desks, chairs, tables, computer and computer-related hardware, software and firmware, files, documents, network and internet and information technology systems-related equipment, copiers, telephone lines and numbers, facsimile machines and other telecommunication equipment, cubicles and miscellaneous office furnishings and supplies, maintenance equipment, tools, signs and signage, and other tangible and intangible property, including all other fixed assets and items of personal property used or held for use in the conduct of the Business or otherwise owned by the Sellers, which shall include all servers and computers used to develop and maintain code in various operating environments, all development environment and software currently residing on such computers.

“Excluded Agreements” means, collectively, the Excluded Leases and all Contracts other than the Assumed Contracts.

“Excluded Leases” means Leases of any Seller other than the Assumed Leases, including all options to renew, purchase, expand or lease (including rights of first refusal, first negotiation and first offer), all credit for the prepaid rent associated therewith, and all security deposits and other deposits made in connection with such Leases.

“Excluded Taxes” means any (i) Taxes imposed on or payable by the Sellers or their Affiliates for any taxable period; (ii) Taxes imposed on or with respect to the Purchased Assets, the Business or the Assumed Liabilities for any Pre-Closing Tax Period; (iii) Taxes imposed on or with respect to the Excluded Assets or the Excluded Liabilities for any taxable period; (iv) Taxes (other than Transfer Taxes) imposed on or with respect to the sale of the Purchased Assets pursuant to Section 2.1, any transaction entered into by the Sellers or their Affiliates in anticipation of such sales, or any other transaction contemplated by this Agreement (including any action or transaction contemplated by Section 5.4); (v) Transfer Taxes for which the Sellers are responsible pursuant to Section 7.4(a); and (vi) Liability of the Purchaser or any of its Affiliates for Taxes of any other Person as a transferee or successor, by contract, operation of law or otherwise.

“final, non-appealable” (including, with correlative meaning, the term “final and non-appealable”) means, with respect to any Order or other action of a Governmental Authority, an Order or other action (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject Order in all material respects without the possibility for further appeal or rehearing thereon; and (b) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired, excluding any additional time periods that may begin as a result of Federal Rule 60(b).

“Financial Statements” means, collectively, the Audited Financial Statements and the Unaudited Financial Statements.

“GAAP” means U.S. generally accepted accounting principles in effect from time to time.

“Governmental Authority” means any domestic, foreign, federal, state, provincial or local authority, legislative body, court, government, regulatory agency, self-regulatory organization (including any securities exchange), commission, board, arbitral or other tribunal, or any political or other subdivision, department or branch of any of the foregoing.

“Hazardous Substances” means any material, substance or waste defined, characterized or regulated as hazardous, toxic, a pollutant or a contaminant under Environmental Laws, including without limitation asbestos or any substance containing asbestos, formaldehyde, polychlorinated biphenyls, lead paint and petroleum or petroleum products (including crude oil and any fraction thereof), and by-products of any or all of the foregoing.

“Hearing” means the hearing or hearings to be held by the Bankruptcy Court to consider the Sale Order, the Assumption Order and the approval of the Transaction.

“Improvements” means all buildings, building systems, structures, fixtures and improvements which are permanently affixed to and constitute a part of the Leased Real Property.

“Indebtedness” of any Person means, without duplication, (a) all obligations of such Person for borrowed money or advances; (b) all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or similar instruments; (c) all obligations of such Person under conditional sale or other title retention agreements relating to property purchased by such Person (even though the rights and remedies of the seller or lenders under such agreement in the event of default are limited to repossession or sale of such property); (d) all obligations of such Person issued or assumed as part of the deferred purchase price of property or services; (e) all indebtedness secured by any Encumbrance on property owned or acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not the obligations secured thereby have been assumed; (f) any obligations with respect to bank guarantees, deferred compensation arrangements, workers’ compensation liabilities, employee medical liabilities, bonuses and any required statutory payments to employees; (g) all obligations of such Person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers’ acceptances and similar credit transactions; and (h) all contingent obligations of such Person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (g) above.

“Intellectual Property Rights” means trade or brand names, business names, trademarks (including logos), trademark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, all rights to use the name “ClearEdge Power,” any other name of a Seller and any related or associated name, internet domain names, all national (of any country of origin) and multinational patents, patent applications and provisional patent applications, and reissues, divisions, continuations, continuations-in-part, continuing patent applications, extensions and reexaminations thereof, issued patents, pending applications and other patent rights, industrial design registrations, pending applications and oth-

er industrial design rights, trade secrets, proprietary information and know-how, equipment and parts lists and descriptions, instruction manuals, inventions, inventors' notes, research data, blueprints, drawings and designs, formulae, processes, computer programs and software (including applications, source code, object code, executable code, firmware, data, databases and technical documentation), internal-use software, and technical manuals and documentation (including user and operational guides) used in connection therewith, technology and other intellectual property, together with all rights under licenses or sub-licenses or other arrangements, registered user agreements, technology transfer agreements, all rights to any of the foregoing provided by multi-national treaties or conventions or the laws of the United States or any state or jurisdiction worldwide, other agreements or instruments relating to any of the foregoing, and goodwill associated with any of the foregoing.

“Inventory” means all raw materials, work-in-process, finished goods, supplies, samples (including samples held by sales representatives), components, packaging materials, and other inventories to which any Seller has title that are in the possession or custody of any Seller or any third party and used or held for use in connection with the Business or any of the Purchased Assets.

“Knowledge” means, with respect to any Seller, as of any date, the actual knowledge, after due inquiry including of their respective direct reports and consulting with employees whom they determined in good faith were likely to have knowledge or responsive information with respect to such fact or matter, of Gloria Fan, Shelley Hilderbrand, Paul Rescsanski, Paul Atchison, Sathya Motupally, John Eastburn, Zakiul Kabir, Bill Ferone, Kent McCord, Sridhar Kanuri, Glen Cobb and Tom Skiba.

“Laws” means all statutes, laws (including common law), regulations, rules, ordinances, codes and other requirements of any Governmental Authority, including any Orders.

“Leases” means all agreements to lease, leases, renewals of leases, subtenancy agreements and occupancy agreements and other rights (including licenses) together with all amendments, modifications, renewals and extensions thereof or thereafter, granted by or on behalf of, or to, any Seller or any of their respective predecessors in title, as lessee, licensee, lessor or licensor, or any of the foregoing under which any Seller has any rights or obligations, together with all guarantees and indemnities relating thereto.

“Liability” means any liability, Indebtedness, guaranty, claim, loss, damage, deficiency, assessment, responsibility, “claim” (as defined in Section 101(5) of the Bankruptcy Code) or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether due or to become due, whether determined or determinable, whether choate or inchoate, whether secured or unsecured, whether matured or not yet matured) and including all costs, fees and expenses relating thereto.

“Material Adverse Effect” means any change, effect, event, occurrence, state of facts or development that, individually or in the aggregate, has had, or would be reasonably be expected to have, a material adverse effect on (i) the assets, liabilities, properties, business, affairs, condition (financial or otherwise), or capitalization of the Business or any of the Purchased Assets or the Assumed Liabilities; provided, however, that the fact that the Seller Chapter 11 Cases have been

filed and that, accordingly, the Sellers have been conducting the Business in the ordinary course of business as the same is being conducted as of the date of this Agreement in the Seller Chapter 11 Cases, shall not, in and of itself, be deemed to be a Material Adverse Effect for purposes clause (i) of this definition, or (ii) the Sellers' ability to consummate the transactions contemplated by this Agreement pursuant to the terms hereof.

“Order” means any order, writ, judgment, injunction, decree, stipulation, certification, determination, decision, verdict, ruling, subpoena, or award entered by or with any Governmental Authority (whether temporary, preliminary or permanent).

“Outside Date” means July 18, 2014.

“Party” or “Parties” has the meaning set forth in the preamble.

“Patent and IP Related Documentation” means each of the following in paper, digital or other form, to the extent existing as of the date hereof or the Closing Date: (i) the physical and electronic patent prosecution files and dockets relating to any of the Purchased IP (including all original granted patents and patent prosecution files held by prosecuting attorneys); (ii) invention disclosures in respect of Purchased IP; (iii) RAND / FRAND and other statements, assurances, declarations, agreements, or undertakings made to standards-setting organizations with respect to the Purchased IP; (iv) litigation files to the extent relating to Actions brought for infringement of the Purchased IP; (v) copies of outbound license agreements and cross-license agreements to the extent related to the Purchased IP; (vi) ribbon copies of all of the Purchased IP that are patents; (vii) infringement claim charts for the Purchased IP prepared by or for any of the Sellers; (viii) all books, records, files, ledgers or similar documents stored in any of the Sellers' document management systems used to track, organize or maintain Purchased IP; (ix) copies of acquisition agreements relating to stand-alone acquisitions of patents by any of the Sellers to the extent relating to the Purchased IP; and (x) assignment agreements to the extent relating to the Purchased IP.

“Permitted Encumbrance” means any Encumbrance that is not extinguished by the Sale Order under applicable Law, it being understood that the Sale Order shall extinguish Encumbrances to the maximum extent permissible under applicable Law.

“Person” means an individual, partnership, limited liability company, corporation, trust, joint venture, association, joint stock company, unincorporated organization, Governmental Authority or other entity, and the successors and assigns thereof or the heirs, executors, administrators or other legal representatives of an individual.

“Purchaser Designee” means one or more Affiliates of the Purchaser or any other Person or Persons designated by the Purchaser, and reasonably acceptable, to the Sellers prior to the Closing.

“Purchaser Schedule” means the schedule first delivered by the Purchaser to the Sellers on the date of this Agreement and updated after the date of this Agreement in accordance with Section 2.7.

“Reimbursable Expenses” means and includes all out-of-pocket costs, fees and expenses incurred or to be incurred by the Purchaser or its Affiliates in connection with evaluating, negotiating, documenting and performing the Transaction (including fees, costs and expenses of any profes-

sionals (including financial advisors, outside legal counsel, accountants, experts and consultants) retained by the Purchaser or its Affiliates in connection with or related to the authorization, preparation, investigation, negotiation, execution and performance of this Agreement, the transactions contemplated hereby, including the Seller Chapter 11 Cases and other judicial and regulatory proceedings related to such transactions); provided, that in no event shall the Reimbursable Expenses exceed \$1.5 million.

“Representative” means, with respect to a particular Person, any director, officer, manager, partner, member, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants, and financial advisors.

“Retained Books and Records” means (A) any documents (including books and records) that the Sellers are required by applicable Law to retain, (B) corporate seals, minute books, charter documents, corporate stock record books, original tax records and such other books and records as pertain to the organization, or share capitalization of any of the Sellers, and (C) any books and records or information related exclusively to any of the Excluded Assets or Excluded Liabilities.

“Sale Order” means a written Order of the Bankruptcy Court, substantially in the form attached hereto as Exhibit E with such changes as Purchaser and Sellers may each have approved in their reasonable discretion that has not been stayed, vacated or stayed pending appeal, authorizing, in addition to the matters referred to in Section 3.3, the sale of the Purchased Assets to the Purchaser and/or, as applicable, one or more Purchaser Designees upon the terms and subject to the conditions contained in this Agreement and the consummation of the Transaction.

“Sale Procedures Motion” means the *Motion to Approve Bid Procedures and Related Matters Re Sale of Certain Assets of the Debtors* filed by the Sellers with the Bankruptcy Court on May 15, 2014.

“Sale Procedures Order” means a written Order of the Bankruptcy Court that has not been stayed, vacated or stayed pending appeal, substantially in the form attached hereto as Exhibit F, with such changes as Purchaser and Sellers may each have approved in their reasonable discretion.

“Service Providers” means the current and former directors, officers, employees, consultants and independent contractors of the Sellers and their Subsidiaries.

“Subsidiary” means, with respect to any Person, (a) any other Person that directly, or indirectly through one or more intermediaries, is controlled by such Person; or (b) any other Person where a majority of its equity interests are held, directly, or indirectly through one or more intermediaries, by such Person. For purposes of this definition, “control” (including, with correlative meaning, the terms “controlling” and “controlled”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Tax” or “Taxes” means any federal, state, local or foreign taxes, charges, fees, imposts, levies or other assessments, including, without limitation, all net income, gross income, gross receipts, windfall profit, severance, property, production, sales, use, license, excise, franchise, employment, unemployment, payroll, withholding, alternative or add on minimum, ad valorem, value

added, transfer, stamp, or environmental tax, escheat payments or any other tax, custom, duty, impost, levy, governmental fee or other like assessment or charge (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto).

“Tax Proceeding” means any audit, examination, investigation or other administrative or judicial proceeding with or against any Taxing authority or otherwise with respect to Taxes.

“Tax Return” or “Tax Returns” means all returns, affidavits, declarations of estimated tax payments, reports, estimates, information returns and statements, including any related or supporting information with respect to any of the foregoing, filed or required to be filed with any taxing authority.

“Transaction Documents” means this Agreement and all agreements, documents or instruments entered into or executed and delivered by any Party pursuant to this Agreement and in accordance with its terms.

“Transactions” means the transactions contemplated herein to be consummated at the Closing, including the purchase and sale of the Purchased Assets and the delegation and assumption of the Assumed Liabilities provided for in this Agreement.

“Transfer Taxes” means any transfer, documentary, excise, sales, use, property, gains, value-added, stamp, registration and other such Taxes, any conveyance fees, any recording charges and any other similar fees and charges (including penalties and interest in respect thereof).

“Unaudited Financial Statements” means the unaudited consolidated balance sheets, and the related unaudited consolidated statements of operations, consolidated statement of changes in stockholders’ equity and consolidated statement of cash flows, of CEP as of and for the three (3)-month period ended March 31, 2014 and as of and for the fiscal year ended December 31, 2013, in each case together with the notes thereto (if any) and for the three (3) month period ended March 31, 2014, subject to normal year-end audit adjustments in accordance with GAAP and past practice which will not be material individually or in the aggregate.

Section 1.3 Other Terms. As used in this Agreement, any reference to any federal, state, local, or foreign law, including any applicable Law, will be deemed also to refer to all rules and regulations promulgated thereunder and all amendments or modifications thereto, unless the context requires otherwise. The words “include,” “includes,” and “including” will be deemed to be followed by “without limitation.” Pronouns in masculine, feminine, or neuter genders will be construed to include any other gender, and words in the singular form will be construed to include the plural and vice versa, unless the context otherwise requires. References to “this Agreement” shall include all Exhibits, Schedules and other agreements, instruments or other documents attached hereto. The words “herein,” “hereof,” “hereby,” “hereunder,” and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. References in this Agreement to Articles, sections, Schedules or Exhibits are to Articles or sections of, Schedules or Exhibits to, this Agreement, except to the extent otherwise specified herein. References to the consent or approval of any Party shall mean the written consent or approval of such Party, which may be withheld, conditioned or delayed in such Party’s sole and absolute discretion, except to the extent otherwise specified herein. Any agree-

ment, instrument or statute defined or referred to herein shall mean such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. The headings of the sections, paragraphs and subsections of this Agreement are inserted for convenience only and are not part of this Agreement and do not in any way limit or modify the provisions of this Agreement and shall not affect the interpretation hereof. Unless otherwise specified herein, payments that are required to be made under this Agreement shall be paid by wire transfer of immediately available funds to an account designated in advance by the Party entitled to receive such payment.

Section 1.4 Interpretation. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof will arise favoring or disfavoring any Party hereto because of the authorship of any provision of this Agreement.

ARTICLE II

AGREEMENT OF PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. The Sellers hereby agree to sell, transfer, assign, convey and deliver to the Purchaser and/or one or more Purchaser Designees, at the Closing, and Purchaser hereby agrees to purchase, acquire and assume, or cause one or more Purchaser Designees to purchase, acquire and assume, from the Sellers at the Closing, upon the terms and subject to the conditions of this Agreement, all right, title and interest of the Sellers of any nature whatsoever in the following assets (collectively, the "Purchased Assets"), free and clear of any and all Encumbrances of any and every kind, nature and description, other than Permitted Encumbrances:

- (a) the Assumed Leases and all real property and rights thereunder, including all options to renew, purchase, expand or lease (including rights of first refusal, first negotiation and first offer), and all credit for the prepaid rent associated therewith and all security deposits made in respect of such Assumed Leases and any real property improvements thereon;
- (b) all Equipment and Improvements (other than any Equipment or Improvements expressly set forth on Schedule 2.2(a)(vii) of the Purchaser Schedule as Excluded Assets);
- (c) all Inventory (other than any Inventory expressly set forth on Schedule 2.2(a)(vii) of the Purchaser Schedule as Excluded Assets);
- (d) all real, personal and intangible property Taxes ("Property Taxes") with respect to the Purchased Assets that are prepaid and not attributable to Pre-Closing Tax Periods;
- (e) the Assumed Contracts and all rights thereunder;

(f) all Intellectual Property Rights owned or used by or licensed to (in whole or in part) any Seller, worldwide, and the right to royalty income (other than solely to the extent becoming due and payable to any Seller prior to the Closing Date) associated therewith (collectively, the “Purchased IP”) and all Patent and IP Related Documentation;

(g) all advertising, marketing and promotional materials and all other printed or written materials;

(h) all Books and Records, other than Retained Books and Records;

(i) all rights of the Sellers under any non-disclosure or confidentiality, non-compete or non-solicitation agreements, to the extent such agreement relates to the Purchased Assets (or any portions thereof);

(j) all permits, licenses, authorizations, approvals, consents and certificates (including all certificates of occupancy, building, fire, health and safety permits, and environmental permits) issued or granted by any Governmental Authority (collectively, “Permits”) which are transferable under applicable Law to the extent related to the other Purchased Assets;

(k) any and all insurance proceeds, condemnation awards or other compensation in respect of loss or damage to any Purchased Asset to the extent occurring on or after the date hereof, and all right and claim of the Sellers to any such insurance proceeds, condemnation awards or other compensation not paid by the Closing;

(l) all rights, claims, actions, rebates, refunds, causes of action, choses in action, actions, suits or proceedings, hearings, audits, rights of recovery, rights of setoff, rights of recoupment, rights of reimbursement, rights of indemnity or contribution and other similar rights (known and unknown, matured and unmatured, accrued or contingent, regardless of whether such rights are currently exercisable) against any Person, including all warranties, representations, guarantees, indemnities and other contractual claims (express, implied or otherwise) to the extent related to the Purchased Assets or the Assumed Liabilities (including any claims for past infringement or misappropriation);

(m) all avoidance claims or causes of action available to the Sellers under Chapter 5 of the Bankruptcy Code (including Sections 544, 545, 547, 548, 549, 550 and 553) or any similar actions under any other applicable law (collectively, “Avoidance Actions”) against the following (the “Designated Parties”): any of the Sellers’ (i) vendors, suppliers, customers or trade creditors with whom the Purchaser continues to conduct business in regard to the Purchased Assets after the Closing, (ii) the Sellers’ counterparties under any licenses of Intellectual Property that are Assumed Contracts or counterparties under any other Assumed Contracts or Assumed Leases and (iii) any affiliates of any of the Persons listed in clauses (i) through (ii); provided, however, that it is understood and agreed by the Parties that (A) the Purchaser will not pursue or cause to be pursued any Avoidance Actions against any of the Designated Parties other than as a defense (to the extent permitted under applicable law) against any claim or cause of action raised by any Designated Party and (B) notwithstanding the purchase of such Avoidance Actions

by the Purchaser, the Sellers shall retain the right to use such Avoidance Actions as a defense (to the extent permitted under applicable law) against any claim or cause of action raised against any Seller by any Designated Party in connection with the reconciliation of bankruptcy claims against the Sellers;

(n) all security and utility deposits, credits, allowance, prepaid rent or other assets, or charges, setoffs, prepaid expenses, and other prepaid items related to the Purchased Assets;

(o) all of the Sellers' trade accounts or notes receivable (whether current or noncurrent) and any other receivables of the Sellers, in each case arising prior to or on the Closing Date;

(p) all proceeds of any settlement from and after the date hereof through the Closing of any claims, counterclaims, rights of offset or other causes of action of any Seller against any Designated Party;

(q) all rights of the Sellers in and to any architects' construction or other agreements in connection with any Leased Real Property, and all warranties and guaranties with respect thereto;

(r) all rights of the Sellers in and to any restricted cash, security deposits, escrow deposits and cash collateral, including cash collateral given to obtain or maintain letters of credit and cash drawn or paid on letters of credit;

(s) all Encumbered Assets to the extent that all of the lenders under the applicable Secured Facility secured by an Encumbrance on such Encumbered Assets shall have made a Sale Election in accordance with Section 2.4 (provided that, to the extent that any such Encumbered Asset constitutes a Contract, such Contract shall be an Assumed Contract); and

(t) any other personal property of, in the possession or custody of, the Sellers unless such property is an Excluded Asset.

Section 2.2 Excluded Assets.

(a) Sellers shall retain all right, title and interest to, in and under all assets other than the Purchased Assets (such assets to be retained by the Sellers, the "Excluded Assets"), and the Excluded Assets shall include the following assets, properties and rights of the Sellers:

(i) the Excluded Agreements and any and all rights thereunder;

(ii) any prepaid Property Taxes with respect to the Purchased Assets that are attributable to Pre-Closing Tax Periods and any refund of Excluded Taxes;

(iii) any capital stock or other securities of any Seller held in any Person, including, without limitation, all equity interests in ClearEdge Power Corp., a California corporation, Transit Leasing, Inc., a Delaware company, ClearEdge Power Finance, LLC, a Delaware limited liability company, and ClearEdge Power International Service Korea, LLC, a Korean company;

(iv) Retained Books and Records; provided that Sellers shall provide (for which the Purchaser shall reimburse the Sellers for their reasonable documented, out of pocket costs and expenses), the Purchaser or its Affiliates with a copy (and shall allow the Purchaser or its Affiliates to make a copy) of any Retained Books and Records that are related to the Purchased Assets or the Assumed Liabilities;

(v) the assets of any Benefit Plan;

(vi) all cash and cash equivalents, other than any and all rights of the Sellers in and to any restricted cash, security deposits, escrow deposits and cash collateral (including cash collateral given to obtain or maintain letters of credit and cash drawn or paid on letters of credit);

(vii) any assets set forth on Schedule 2.2(a)(vii) of the Purchaser Schedule;

(viii) (A) any Avoidance Actions against any Person other than any Designated Party, (B) any proceeds of any settlement from and after the date hereof through the Closing of any claims, counterclaims, rights of offset or other causes of action of any Seller against any Person other than any Designated Party, (C) all rights to use such Avoidance Actions as a defense (to the extent permitted under applicable law) against any claim or cause of action raised against any Seller by any Designated Party in connection with the reconciliation of bankruptcy claims of the Designated Parties against the Sellers, and (D) all claims or causes of action of the Sellers other than those identified in Sections 2.1(l) and 2.1(m) above; and

(ix) any Encumbered Assets, unless all of the lenders under the applicable Secured Facility secured by an Encumbrance on such Encumbered Assets shall have made a Sale Election in accordance with Section 2.4.

(b) Notwithstanding anything in this Agreement to the contrary, the Purchaser may, in its sole and absolute discretion, at any time on or prior to the date that is three (3) Business Day before the Closing Date, elect not to acquire any of the assets, properties and rights of any Seller, and any asset so designated by the Purchaser shall be an Excluded Asset for all purposes hereunder; provided, however, that with respect to Contracts and Leases, such designation shall be made in accordance with Section 2.7.

Section 2.3 Condition of Conveyance. Without limiting the provisions of this Agreement relating to the Assignment and Assumption Agreement or any other provisions of this Agreement relating to the sale, transfer, assignment, conveyance or delivery, the Purchased Assets and the Assumed Liabilities shall be sold, transferred, assigned, conveyed and delivered by

the Sellers to the Purchaser and, as applicable, one or more Purchaser Designees, by appropriate instruments of transfer, bills of sale, endorsements, assignments and deeds, in recordable form as appropriate, and free and clear of any and all Encumbrances of any and every kind, nature and description. Sellers agree to comply with the Connecticut Transfer Act, C.G.S. Section 22a-134 et seq. (the “Transfer Act”), in connection with the purchase and sale of the Purchased Assets hereunder as transferor and as “certifying party” (as that term is defined or used in the Transfer Act).

Section 2.4 Purchase Price. Subject to the terms and conditions hereof and the entry and effectiveness of the Sale Order and the Assumption Order, the purchase price (the “Purchase Price”) for the purchase, sale, assignment and conveyance of the Sellers’ right, title and interest in, to and under the Purchased Assets shall be equal to the sum of (a) \$20,000,000 (the “Base Purchase Price”) for all Purchased Assets that are not subject to an Encumbrance securing a credit facility set forth on Schedule 2.4 of the Purchaser Schedule (each, a “Secured Facility”) and (b) to the extent that all of the lenders with respect to any Secured Facility elect to consent to sale of all of the assets of the Sellers subject to an Encumbrance securing such Secured Facility (the “Encumbered Assets”) to the Purchaser and/or, as applicable, one or more Purchaser Designees, free and clear of all such Encumbrances pursuant to section 363(f) of the Bankruptcy Code (a “Sale Election”), no later than the commencement of the Auction, the amount set forth on Schedule 2.4 of the Purchaser Schedule with respect to such Secured Facility (the “Supplemental Purchase Price”); provided, however, that any Sale Election must comply with the requirements of such Sale Election set forth on Schedule 2.4.

Section 2.5 No Liabilities Assumed. Notwithstanding anything in this Agreement to the contrary, except for those Liabilities set forth on Schedule 2.5 of the Purchaser Schedule (which, to the extent applicable, shall supersede any Excluded Liabilities set forth below), those Liabilities relating to the performance of obligations arising solely after the Closing Date under the Assumed Contracts and Assumed Leases, all Cure Costs solely with respect to the Assumed Contracts and the Assumed Leases (provided, however, that, notwithstanding anything to the contrary herein, (i) to the extent that the actual aggregate amount of liability for Cure Costs for all Assumed Contracts and Assumed Leases exceeds \$12,899,000 (such excess, the “Aggregate Retained Cure Costs”), the Purchase Price shall be reduced dollar-for-dollar for all purposes under this Agreement by the amount of the Aggregate Retained Cure Costs and (ii) to the extent that the actual amount of liability for Cure Costs with respect to any Assumed Contract or Assumed Lease exceeds the amount set forth with respect to such Assumed Contract or Assumed Lease on Schedule 2.6(a) of the Disclosure Letter (which amount set forth on such Schedule 2.6(a) shall be deemed to be zero if no Cure Cost amount is set forth with respect to any Assumed Contract or Assumed Lease) (such excess, the “Excess Cure Cost”), the Purchase Price shall be reduced dollar-for-dollar for all purposes under this Agreement by the amount of the Excess Cure Cost; provided, further that, to the extent that the amount set forth on Schedule 2.6(a) of the Disclosure Letter with respect to any Assumed Contract or Assumed Lease exceeds (other than as a result of any offset of amounts that would otherwise constitute Cure Costs against amounts owing to any Seller by any counterparty to any such Assumed Contract or Assumed Lease) the actual amount of liability for Cure Costs with respect to such Assumed Contract or Assumed Lease (such excess, the “Available Credit”), the Sellers may reduce the aggregate amount of Excess Cure Costs with respect to other Assumed Contracts and Assumed Leases by the amount of the Available Credit; provided, further that the aggregate amount of Excess Cure

Costs following such reduction shall in no event be less than zero and the Available Credit may not be used by the Sellers to increase the Purchase Price (or any component thereof), and those Liabilities arising in connection with the use or operation of the Purchased Assets solely after the Closing Date (collectively, the “Assumed Liabilities”), none of the Purchaser, any Purchaser Designee or any Affiliate of the foregoing shall assume, be deemed to assume or become obligated in any way to pay or perform (whether as a successor to any Seller or otherwise) any Liabilities of any of the Sellers or any of their respective Affiliates of any kind or nature, known, unknown, contingent or otherwise, whether direct or indirect, matured or unmatured (the foregoing, including the following, the “Excluded Liabilities”), which shall include Liabilities arising from or related to the following:

(a) any Liability arising out of facts or circumstances in existence prior to the Closing and from or related to any breach, default under, failure to perform, torts related to the performance of, violations of law, infringements or indemnities under, guaranties pursuant to and overcharges, underpayments or penalties on the part of the Sellers or any of their Affiliates under any Contract, agreement, arrangement or understanding to which any Seller or any of its Affiliates is a party prior to the Closing, including with respect to any Assumed Leases;

(b) any Liability arising from or related to any claim, action, arbitration, audit, hearing, investigation, suit, litigation or other proceeding (whether civil, criminal, administrative, investigative, or informal and whether pending or threatened or having any other status) against any Seller or its Affiliates, or related to the Purchased Assets or the Assumed Liabilities, pending or threatened or relating to facts, actions, omissions, circumstances or conditions existing, occurring or accruing prior to the Closing Date;

(c) any Liability arising from or related to the operation or condition of the Purchased Assets or the Assumed Liabilities prior to the Closing or facts, actions, omissions, circumstances or conditions existing, occurring or accruing prior to the Closing;

(d) any Liability arising from or related to the operation of the Business or any of the Sellers’ products or services prior to the Closing Date, including any Liability relating to (i) design or manufacturing defects (whenever discovered, whether prior or after the Closing) and (ii) warranties, product liability, safety or other Liability, in the cases of clauses (i) and (ii), relating to any product sold or manufactured by any Seller or any of its respective Affiliates prior to the Closing;

(e) any Liability in respect of Indebtedness of any Seller;

(f) any Liability with respect to Service Providers, including (x) any Liability arising under or with respect to any Benefit Plan, and (y) any Liability of any Seller in respect of Service Providers, including collective bargaining agreements, pensions and post-employment medical and health benefits (including coverage mandated by the Consolidated Omnibus Budget Reconciliation Act and similar provisions of state law (“COBRA”)), wages, other remuneration, holiday or vacation pay, bonus, severance (statutory or otherwise), separation, termination or notice pay or benefits, commissions, insurance premiums, Taxes, Liabilities or Actions for workers’ compensation, Actions

under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) and all similar laws, and any other form of accrued or contingent compensation (including vacation, sick days, personal days or other leave entitlements), irrespective of whether such Liabilities or Actions are paid or made, as applicable, on, before or after Closing;

(g) any Liability attributable to, relating to or arising under (i) Environmental Laws, or (ii) any Contract or other arrangement for disposal or treatment of Hazardous Substances, or for the transportation of Hazardous Substances for disposal or treatment, or (iii) environmental contamination or remediation, in each case arising from or related to facts, actions, omissions, circumstances or conditions existing, occurring or accruing prior to the Closing, or (iv) for toxic torts arising as a result of or in connection with loss of life or injury to Persons (whether or not such loss or injury was made manifest on or after the Closing Date) or other harm caused or allegedly caused by exposure to Hazardous Materials present at, on, in, under adjacent to or migrating from the Purchased Assets;

(h) other than those that qualify as Assumed Liabilities hereunder, any Liability in respect of royalty payments to third parties or other fees or payments relating to the Purchased IP (other than any royalty payments or other fees or payments that are a function of unit sales or similar measure), whether arising before, on or after the Closing (it being agreed that all royalty payments to third parties or other fees or payments relating to the Purchased IP that are a function of unit sales or similar measure shall be prorated between the Sellers, on the one hand, and the Purchaser, on the other hand, based upon their respective portions of the total units sold or such similar measure);

(i) any Excluded Taxes;

(j) any Liability with respect to any Seller Broker Fee;

(k) any Liability under this Agreement or any documents or instruments executed and delivered pursuant to this Agreement;

(l) any Liability relating to or arising, whether before, on or after the Closing, out of or, or in connection with, any assets, properties and rights of the Sellers or any of their Affiliates (other than the Purchased Assets), including the Excluded Assets and the Excluded Agreements;

(m) Cure Costs with respect to any Excluded Agreements; and

(n) any Liability not expressly included among the Assumed Liabilities and specifically so assumed.

Section 2.6 Procedures for Assumption of Agreements; Delayed Transfer of Assets.

(a) (i) On or prior to the date hereof, the Sellers have delivered Schedule 2.6(a) of the Disclosure Letter to the Purchaser, which Schedule contains with respect to each Contract and Lease of any Seller, the Sellers’ good-faith estimate of the amount required to be paid with respect to each Contract and Lease to cure all monetary defaults

under such Contract or Lease to the extent required by Section 365(b) and otherwise satisfy all requirements imposed by Section 365(d) of the Bankruptcy Code (the actual amounts of such costs, the "Cure Costs"). Prior to the Hearing, the Sellers shall commence appropriate proceedings before the Bankruptcy Court and otherwise take all reasonably necessary actions in order to determine Cure Costs with respect to any Assumed Contract or Assumed Lease entered into prior to the Petition Date, including, the right (subject in each case upon prior consultation in good faith with the Purchaser) to negotiate in good faith and litigate, if necessary, with any Contract or Lease counter-party the Cure Costs needed to cure all monetary defaults under such Contract or Lease. Notwithstanding the foregoing, prior to the Closing, the Purchaser may identify any Assumed Contract as one that Purchaser no longer desires to have assigned to it or a Purchaser Designee in accordance with Section 2.7.

(ii) At the Closing, the Sellers shall assume and assign to the Purchaser and/or, as applicable, one or more Purchaser Designees the Assumed Contracts and Assumed Leases, in each case pursuant to Section 365 of the Bankruptcy Code and the Assumption Order, subject to provision of adequate assurance by the Purchaser as may be required under Section 365 of the Bankruptcy Code and payment by the Purchaser of the Cure Costs in respect of Assumed Leases and Assumed Contracts. The Cure Costs in respect of all of the Assumed Leases and Assumed Contracts shall be paid by the Purchaser (subject in all cases to the limitations on the Purchaser's liability for such Cure Costs as set forth in Section 2.5). Sellers shall be solely responsible for the payment, performance and discharge when due of the Liabilities under the Purchased Assets, including all of the Assumed Contracts and Assumed Leases, arising prior to the Closing Date (other than the Cure Costs).

(b) Notwithstanding anything in this Agreement to the contrary, to the extent that the sale, transfer, assignment, conveyance or delivery or attempted sale, transfer, assignment, conveyance or delivery to the Purchaser and/or, as applicable, one or more Purchaser Designees of any asset that would be a Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom is prohibited by any applicable Law or would require any Consent from any Governmental Authority or any other third party (after giving effect to the Sale Order, the Assumption Order and the Bankruptcy Code) and such Consents shall not have been obtained prior to the Closing, the Closing shall proceed without the sale, transfer, assignment, conveyance or delivery of such asset unless there is a failure of one or more of the conditions set forth in Article VI, in which event the Closing shall proceed only if each failed condition is waived by the Party entitled to the benefit thereof. In the event that any failed condition is waived and the Closing proceeds without the transfer or assignment of any such asset, then following the Closing, the Sellers shall use their reasonable best efforts, and the Purchaser shall cooperate with the Sellers, to obtain promptly such Consent. Pending the receipt of such Consent, the Parties shall reasonably cooperate with each other to provide Purchaser and the Purchaser Designees with all of the benefits of use of such asset free of any cost or expense. Once Consent for the sale, transfer, assignment, conveyance or delivery of any such asset not sold, transferred, assigned, conveyed or delivered at the Closing is obtained, the Sellers shall promptly transfer, assign, convey and deliver such asset to the

Purchaser and/or, as applicable, one or more Purchaser Designees at no additional cost or expense. To the extent that any such asset cannot be transferred or the full benefits or use of any such asset cannot be provided to the Purchaser and/or, as applicable, one or more Purchaser Designees following the Closing but in any event no later than the date that is ninety (90) days after the Closing pursuant to this Section 2.6(b), then, the Purchaser and the Sellers shall enter into such arrangements (including subleasing, sublicensing or sub-contracting) to provide to the Parties hereto the economic (taking into account Tax costs and benefits) and operational equivalent of obtaining such Consent. The Sellers shall hold in trust for, and pay to the Purchaser and/or, as applicable, one or more Purchaser Designees, promptly upon receipt thereof, all income, proceeds and other monies received by the Sellers derived from its use of any asset that would be a Purchased Asset in connection with the arrangements under this Section 2.6(b).

(c) If, following the Closing, any Seller receives or becomes aware that it holds any asset, property or right which constitutes a Purchased Asset, then Sellers shall transfer such asset, property or right to the Purchaser and/or, as applicable, one or more Purchaser Designees as promptly as practicable for no additional consideration.

(d) If, following the Closing, the Purchaser receives or becomes aware that it holds any asset, property or right which constitutes an Excluded Asset, then Purchaser shall transfer such asset, property or right to the Sellers as promptly as practicable for no additional consideration.

Section 2.7 Additional and Eliminated Assumed Contracts. Notwithstanding anything in this Agreement to the contrary, the Purchaser may, in its sole and absolute discretion, amend or revise Schedules 1.2(a) and 1.2(b) of the Purchaser Schedule setting forth the Assumed Contracts and the Assumed Leases, respectively, in order to add any Contract or Lease to, or eliminate any Contract from, such Purchaser Schedule up to three (3) Business Days prior to the Closing Date (the “Designation Deadline”) and, for any particular Assumed Contract or Assumed Lease that will be assumed in whole or in part by a Purchaser Designee, to identify such Purchaser Designee. Automatically upon the addition of any Contract to Schedule 1.2(a) of the Purchaser Schedule or Lease to Schedule 1.2(b) of the Purchaser Schedule, it shall be an Assumed Contract or Assumed Lease, as applicable, for all purposes of this Agreement. Automatically upon the deletion of any Contract from Schedule 1.2(a) of the Purchaser Schedule (any such deleted Contract, an “Eliminated Agreement”), it shall be an Excluded Agreement for all purposes of this Agreement, and no Liabilities arising thereunder shall be assumed or borne by the Purchaser. If the Purchaser indicates in writing to the Sellers after the Closing Date that it wishes to acquire a Contract or Lease of any Seller that was not an Assumed Contract or Assumed Lease on the Closing Date, the Sellers will use their reasonable best efforts to assign such Contract or Lease to the Purchaser; provided, however, that nothing herein shall be deemed or construed to obligate the Sellers to retain, or refrain from rejecting or terminating any Contract or Lease after the Designation Deadline that does not constitute an Assumed Contract or Assumed Lease. Notwithstanding anything to the contrary herein, the Sellers shall not be obligated to assume and assign any Assumed Contract or Assumed Lease with respect to which the Purchaser fails to satisfy the Bankruptcy Court as to adequate assurance of future performance (collectively, if any, the “Non-Assured Contracts”).

Section 2.8 Purchase Price Deposit.

(a) Within three (3) Business Days of the execution of this Agreement, the Purchaser shall deposit into an escrow account of the Sellers' counsel an earnest money deposit (the "Purchase Price Deposit") in the amount of \$4,800,000 as security for the performance of the Purchaser's obligations under this Agreement. The Purchase Price Deposit, together with any interest thereon, shall be applied against the Purchase Price at Closing in accordance with the Deposit Escrow Agreement. Except as set forth in Section 2.8(b), if this Agreement shall be terminated pursuant to Section 8.1, the Purchase Price Deposit, together with any interest earned thereon, shall be delivered to the Purchaser in accordance with the terms of the Deposit Escrow Agreement.

(b) If this Agreement is terminated by the Sellers pursuant to Section 8.1(d), the Purchase Price Deposit, together with any interest earned thereon, shall be delivered to the Sellers in accordance with the terms of the Deposit Escrow Agreement.

Section 2.9 Withholding. Notwithstanding anything in this Agreement to the contrary, the Purchaser and each Purchaser Designee, as applicable, shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement any amount as may be required to be deducted and withheld with respect to the making of such payment under applicable U.S. federal, state or local or foreign laws. To the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Sellers or other Person in respect of which such deduction and withholding was made.

ARTICLE III

COURT APPROVAL

Section 3.1 Bid Protections. The Sellers have filed with the Bankruptcy Court the Sale Procedures Motion seeking approval from the Bankruptcy Court to implement certain bidding procedures (as set forth in the Sales Procedures Motion) and the Parties have agreed to certain supplemental bidding procedures, as set forth in the proposed Sale Procedures Order attached hereto, to, among other things, provide for the Sellers to conduct an auction (the "Auction") to enable additional qualified prospective bidders to bid for the Purchased Assets, and the Sellers shall adhere to such bidding procedures. The Sellers and the Purchaser agree, and the Sale Order shall reflect the fact that, the provisions of this Agreement, including this Article III and Section 8.3, are reasonable, were a material inducement to the Purchaser to enter into this Agreement and are designed to achieve the highest or best offer for the Purchased Assets.

Section 3.2 The Supplemental Sale Procedures Motion and Order; Related Matters. The Sellers shall file a motion with the Bankruptcy Court within one (1) Business Day of this Agreement being executed by the Parties (the "Supplemental Sale Procedures Motion") seeking the entry of the Sale Procedures Order. The Sellers will use their reasonable best efforts to cause the Bankruptcy Court to enter the Sale Procedures Order as soon as practicable after the filing of the Supplemental Sale Procedures Motion. The Sellers shall consult with the Purchaser and its Representatives concerning the Sale Procedures Order, the Sale Order, the Assumption Order,

any other Orders of the Bankruptcy Court relating to the transactions contemplated herein, and the bankruptcy proceedings in connection therewith, and provide Purchaser with copies of applications, pleadings, notices, proposed Orders and other documents relating to such proceedings as soon as reasonably practicable but in any event at least three (3) Business Days prior to making any such filing or submission to the Bankruptcy Court. The Sellers acknowledge and agree that the Purchaser and its Affiliates have expended considerable time and expense in connection with this Agreement, and the negotiation thereof, and the identification and quantification of assets to be included in the Purchased Assets. In consideration therefor, the Supplemental Sale Procedures Motion shall include a request from the Sellers that the Bankruptcy Court approve the Reimbursable Expenses (solely to the extent payable under this Agreement) as administrative priority expenses under sections 503(b) and 507(a)(1) of the Bankruptcy Code pursuant to the Sale Procedures Order.

Section 3.3 The Hearing and the Sale Order and Assumption Order. The Sellers shall request that the Hearing be scheduled as soon as reasonably practicable after the Auction and the Hearing with respect to the Sale Order shall in no event be held later than five (5) Business Days after the conclusion of the Auction and the Hearing with respect to the Assumption Order shall in no event be commenced later than then (10) Business Days after the conclusion of the Auction. At the Hearing with respect to the Sale Order, if the Purchaser is the successful bidder in the Auction, the Sellers shall immediately seek the entry of the Sale Order. The Sale Order and the Assumption Order shall, among other matters, but subject to the terms of this Agreement:

(a) approve this Agreement and the consummation of the Transactions upon the terms and subject to the conditions of this Agreement;

(b) find that, as of the Closing Date, the Transactions effect a legal, valid, enforceable and effective sale and transfer of the Purchased Assets to the Purchaser and/or, as applicable, one or more Purchaser Designees and shall vest Purchaser and/or, as applicable, one or more Purchaser Designees with title to the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances);

(c) find that the consideration provided by the Purchaser, or which the Purchaser caused to be provided by one or more Purchaser Designees, pursuant to this Agreement constitutes reasonably equivalent value and fair consideration for the Purchased Assets;

(d) (i) authorize the Sellers to assume and assign to the Purchaser and/or, as applicable, one or more Purchaser Designees each of the Assumed Contracts and Assumed Leases, and (ii) find that, subject to the terms of the Assumption Order, as of the Closing Date, the Assumed Contracts and Assumed Leases will have been duly assigned to the Purchaser and/or, as applicable, one or more Purchaser Designees in accordance with Section 365 of the Bankruptcy Code;

(e) find that the Purchaser or the Purchaser Designees are acquiring none of the Excluded Assets and assuming none of the Excluded Liabilities;

(f) find that the Purchaser or the Purchaser Designees are good-faith purchasers of the Purchased Assets pursuant to Section 363(m) of the Bankruptcy Code;

(g) find that none of the Purchaser, the Purchaser Designees or any Affiliate thereof engaged in any conduct that would cause or permit this Agreement or the consummation of the Transactions to be avoided, or costs or damages to be imposed, under Section 363(n) of the Bankruptcy Code;

(h) order that the Assumed Contracts and Assumed Leases will be transferred to, and remain in full force and effect for the benefit of the Purchaser and/or, as applicable, one or more Purchaser Designees, notwithstanding any provision in any such Contract or Lease or any requirement of applicable Law (including those described in Sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, conditions, restricts or limits in any way such assignment or transfer;

(i) approve any other agreement to the extent provided by this Agreement;

(j) find that the Sellers gave due and proper notice of the Transactions to each party entitled thereto;

(k) find that Purchaser and each applicable Purchaser Designee has satisfied all requirements under Sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code to provide adequate assurance of future performance of the Assumed Contracts and Assumed Leases;

(l) except as expressly set forth in the Sale Order, (i) find that none of the Purchaser, the Purchaser Designee(s) or any of their respective Affiliates or any assignees, transferees or successors thereof shall have any liability for any default, Action, Liability or other cause of action existing as of the Closing Date whether asserted or not, and (ii) enjoin and forever bar the non-debtor party or parties to each Assumed Contract or Assumed Lease from asserting against Purchaser or any Affiliate of the Purchaser or Purchaser Designee or any of the Purchased Assets any objection to the assumption and assignment of such non-debtor party's Assumed Contract or Assumed Lease (except to the extent any such objection was sustained by the Order of the Bankruptcy Court at or prior to the Hearing);

(m) find that, to the extent permitted by applicable Law, neither the Purchaser nor any Purchaser Designee or Affiliate thereof is a successor to any of the Sellers or the bankruptcy estate by reason of any theory of law or equity, and neither the Purchaser nor any Affiliate of a Purchaser nor any Purchaser Designee shall assume or in any way be responsible for any Liability of any Seller and/or the bankruptcy estate, except as otherwise expressly provided in this Agreement;

(n) provide that the Sellers are authorized to consummate the Transactions and to comply in all respects with the terms of this Agreement;

(o) be made expressly binding (based upon language satisfactory to the Purchaser) upon any trustee or other estate representative in the event of conversion of any

of the Seller Chapter 11 Cases to chapter 7, or upon appointment of a Chapter 11 trustee in any Seller Chapter 11 Case;

(p) find that none of the Purchaser, the Purchaser Designee(s) or any of their respective Affiliates or any assignees, transferees or successors thereof shall have any liability for any of the Excluded Liabilities; and

(q) order that, notwithstanding the provisions of Federal Rules of Bankruptcy Procedures 6004(h) and 6006(d), the Sale Order and the Assumption Order are not stayed and are effective immediately upon entry.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.1 Representations and Warranties of the Sellers. Except as set forth in the correspondingly numbered Schedules of the Disclosure Letter delivered as of the date hereof by the Sellers to the Purchaser (the “Disclosure Letter”), the Sellers, jointly and severally, hereby represent and warrant to the Purchaser as follows:

(a) Each Seller is duly organized, validly existing and, as of the date of this Agreement, in good standing under the laws of its jurisdiction of organization. Each Seller has all requisite power and authority to own, lease, develop and operate the Purchased Assets and to carry on the Business (subject to the provisions of the Bankruptcy Code). Each Seller is duly licensed or qualified to do business in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Sellers, the Business, the Purchased Assets or the Assumed Liabilities. The Sellers hold directly or indirectly all of the capital stock and other ownership interests of each of the entities set forth in Schedule 4.1(a)(i) of the Disclosure Letter (the “Non-Debtor Subsidiaries”). Other than as described in the preceding sentence, no Seller (i) owns, directly or indirectly, any capital stock or other ownership interest in any Person, or any securities convertible into or exchangeable or exercisable for any capital stock or other ownership interests in any Person, (ii) has any obligation to acquire any capital stock or other ownership interests in any Person, or any securities convertible into or exchangeable or exercisable for any capital stock or other ownership interests of any Person, or to make any investment in any Person, or (iii) is a party to any partnership, limited liability company, joint venture or similar agreement. True, accurate and complete descriptions of any and all of the assets (including contracts and leases), directors and employees of the Non-Debtor Subsidiaries as of the date hereof are set forth in Schedule 4.1(a)(ii) of the Disclosure Letter.

(b) Each Seller has all requisite corporate or limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder (subject, in the case of the obligation to carry out the Transactions, to the entry of the Sale Order and the Assumption Order). Subject to the entry of the Sale Order and the Assumption Order, the execution, delivery and performance by each Seller of this

Agreement and the consummation of the Transactions have been duly and validly authorized by all requisite corporate or limited liability company action on the part of each Seller and no other proceeding on the part of any Seller is necessary to authorize this Agreement and to consummate the Transactions. This Agreement has been duly and validly executed and delivered by each Seller and (assuming the due authorization, execution and delivery by the Purchaser) constitutes valid and binding obligations of each Seller enforceable against each Seller in accordance with its terms (subject, in the case of the obligation to carry out the Transactions, to the entry of the Sale Order and the Assumption Order).

(c) The execution, delivery and performance by each Seller of this Agreement does not, and the consummation by each Seller of the Transactions, upon entry of the Sale Order and the Assumption Order, will not, (i) conflict with or result in the breach of any provision of the organizational documents of any Seller, (ii) conflict with, violate or result in the breach by any Seller of any applicable Law, (iii) require any Seller to make any filing with or give notice to, or obtain any Consent from, any Governmental Authority, other than the Sale Order and the Assumption Order, (iv) conflict with, violate, result in the breach or termination of or the loss of a benefit under, or constitute (with or without notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, payment or acceleration) or adverse modification of any terms or rights under, any Contract, Lease or Permit (subject, in the case of the assumption and assignment to the Purchaser or any Purchaser Designee of any Assumed Contract or Assumed Lease or Permit that by its terms requires consent to assignment, to the entry of the Sale Order and the Assumption Order and the terms and conditions of this Agreement), or (v) result in any Encumbrance (except for any Permitted Encumbrance) on any of the Purchased Assets; in the case of each of subclauses (ii), (iv) and (v), except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) Other than (i) the Purchaser, (ii) pursuant to any bids made by any Person in connection with the Auction, or (iii) prior to the Closing Date, any Seller, no Person has any written or oral agreement or option, right of first refusal, right of first offer, right of first negotiation or similar right for the purchase, sale, use or other disposition of all or any of the Purchased Assets.

(e) Schedule 4.1(e) of the Disclosure Letter sets forth a complete and accurate list of all Leases with respect to any real property (collectively, the "Leased Real Property"). No Seller or any of its Subsidiaries leases, subleases or has any other occupancy contracts or interests with respect to or governing any real property or occupies any real property other than the Leased Real Property, except in accordance with the agreements set forth in Schedule 4.1(e) of the Disclosure Letter with respect to Leased Real Property, including any options or rights of first refusal, first offer or first negotiation to lease not contained in the Leases. No Person that is not a Seller has any right to possess, use or occupy the Leased Real Property. A Seller has (x) a good and valid leasehold interest in the Leased Real Property and (y) good and valid title to, or a valid leasehold interest in, all Equipment, Improvements and other material tangible personal property constituting Purchased Assets, free and clear of Encumbrances (except Permitted Encumbrances). The Sellers have, and, immediately prior to the Closing, will have, and, upon delivery to

the Purchaser or the Purchaser Designees on the Closing Date of the instruments of transfer contemplated by the required closing deliveries, and subject to the terms of the Sale Order and the Assumption Order, the Sellers will thereby transfer to the Purchaser, good and marketable title to, or, in the case of property leased by the Sellers, a good and valid leasehold interest in, all of the Purchased Assets material to the Business as presently being conducted, free and clear of all Encumbrances, except for Permitted Encumbrances. The Purchased Assets constitute all assets used or held for use by the Sellers and their Affiliates in, and necessary and sufficient for, the operation of the Business as presently operated and as historically conducted prior to the Petition Date. None of the Sellers or any of their Subsidiaries owns any real property nor any options or rights of first refusal, first offer or first negotiation to acquire ownership of any real property.

(f) Each Permit is in full force and effect, each Seller is in compliance with its terms and conditions, all required renewal applications have been timely filed, no written notice has been received by the Sellers or any of its Affiliates from a Governmental Authority to revoke any Permit and no proceeding is pending or, to the Knowledge of the Sellers, threatened to revoke or limit any Permit.

(g) Since January 1, 2010, each Seller and each of its Subsidiaries has been in compliance with all applicable Laws relating to anti-bribery or anticorruption or that otherwise prohibits the corrupt payment to any government or public officials, including the U.S. Foreign Corrupt Practices Act of 1977, as amended. Since January 1, 2010, each Seller and each of its Subsidiaries has been in compliance with all other applicable Laws except for such non-compliance that has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Sellers, the Business, the Purchased Assets or the Assumed Liabilities. No Seller or any of its Affiliates has received a written notice (or, to the Knowledge of Sellers, non-written) of any investigation or review by any Governmental Authority with respect to the Purchased Assets or the Leased Real Property that is pending, or, to the Knowledge of the Sellers, threatened. Except for the Seller Chapter 11 Cases and as set forth on Schedule 4.1(g)(i) of the Disclosure Letter, there is no Action or Order pending, outstanding or, to the Knowledge of the Sellers, threatened against any Seller or any of its Subsidiaries that (a) seeks to restrain or prohibit or otherwise challenge the consummation, legality or validity of the Transactions or (b) would reasonably be expected to be material to the Purchased Assets or Assumed Liabilities. Since January 1, 2010, there has not been made or, to Knowledge of the Sellers, threatened, any product liability or other product-related claims by any third party arising from the sale, design, distribution or manufacturing, or with respect to the safety of, any product of the Business and, to Knowledge of the Sellers, there are no material safety concerns with respect to any product of the Business.

(h) Schedule 4.1(h)(i) of the Disclosure Letter sets forth as of the date of this Agreement a true and complete list of the following Contracts (other than purchase orders (to the extent less than one (1) year in duration), Leases and invoices (to the extent less than sixty (60) days in duration)) relating to the Business to which any Seller is a party or is bound (the "Material Contracts"): (1) any Contract with any supplier or customer of any Seller or any other Person pursuant to which the Sellers would reasonably expect to make or receive aggregate payments, or otherwise involves consideration with a value, in

excess of \$200,000 in any calendar year; (2) any Contract containing any future capital expenditure obligations of any Seller (or otherwise relating to the Business) in excess of \$200,000, in each case other than any such Contract relating solely to the M5 business; (3) any joint venture, partnership or other similar agreement involving co-investment between any Seller with a third party; (4) any Contract containing covenants that would restrict or limit in any material respect the ability of the Purchaser or its Affiliates after the Closing to compete in any business or with any Person or in any geographic area or that provides for “most favored nations” terms; (5) any Contract pursuant to which any Seller is the licensee or licensor of material Intellectual Property Rights relating to the Business, other than (A) off-the-shelf software license agreements with one-time or annual licensing fees of less than \$50,000, (B) purchase orders containing licensing grants as part of such order’s standard terms and conditions and (C) software license agreements included as a component of customer agreements; (6) any Contract for the sale, transfer or acquisition of any of the assets, capital stock or businesses of any Seller (other than, in the case of sales or transfers of inventory in the ordinary course of business consistent with past practice) or for the grant to any Person of any preferential rights to purchase any of the assets, capital stock or businesses of any Seller, in each case under which there are material outstanding obligations; (7) any Contract under which any Seller has continuing material indemnification obligations to any Person, other than those entered into in the ordinary course of business consistent with past practice; and (8) all Leases. Except (i) as set forth in Schedule 4.1(h)(ii) of the Disclosure Letter (including any Cure Costs with respect thereto) and (ii) solely as a result of the commencement of the Seller Chapter 11 Cases, (I) no Seller is, and there has not been any written claim or allegation (or, to the Knowledge of Sellers, non-written) by any Person that any Seller is, in breach or default under any Material Contract, and there exists no, and there has not been any written claim or allegation (or, to the Knowledge of Sellers, non-written) by any Person that there exists any, event or condition which (with or without notice or lapse of time or both) would result in a breach or default by any Seller under any Material Contract, and (II) to the Knowledge of the Sellers, no other party to any Material Contract is in breach or default thereunder. Except (x) as set forth in Schedule 4.1(h)(iii) of the Disclosure Letter and (y) solely in relation to the commencement of the Seller Chapter 11 Cases, as of the date hereof, no party to a Material Contract has provided any Seller with written notice (or, to the Knowledge of Sellers, non-written) that it intends to cancel, terminate, fail to renew or reduce business conducted under any Material Contract. Except as set forth in Schedule 4.1(h)(iv) of the Disclosure Letter, each of the Material Contracts is in full force and effect and is valid and binding on the Seller party thereto and, to the Knowledge of the Sellers, each other party thereto. The Sellers have made available to the Purchaser complete and accurate copies of each Material Contract.

(i) Upon consummation of the Transactions, the Sellers shall have incurred no Liability for brokerage or finders’ fees or agents’ commissions or other similar payment in connection with the Transactions (a “Seller Broker Fee”), except for any Seller Broker Fee payable to Gerbsman Partners. None of the Purchaser nor any Affiliate of the Purchaser will have any Liability in connection with any Seller Broker Fee.

(j) Except as set forth in Schedule 4.1(j) of the Disclosure Letter, the Sellers and the Business, including with respect to the use by the Sellers and the Business of the

Leased Real Property, are, and since January 1, 2010, have been in compliance with all Environmental Laws and Environmental Permits, except for such non-compliance that has not been, and would not reasonably be expected to be, individually or in the aggregate, material to the Sellers, the Business, the Purchased Assets or the Assumed Liabilities. The Sellers possess all Environmental Permits required for the operation of the Business and all such Environmental Permits may be transferred to the Purchaser subject only to payment of processing fees (if any) payable to the regulatory authorities. None of the Sellers or any of its Affiliates has received any written notice or other written communication from any Governmental Authority or any other Person regarding any revocation, withdrawal, non-renewal or intention not to renew, suspension, cancellation or termination of any such Environmental Permit. (i) No Seller is subject to any pending or, to the Knowledge of the Sellers, threatened Action alleging that a Seller may be in violation of any Environmental Law or Environmental Permit, or may have any Liability under any Environmental Law; and (ii) no Seller has stored, treated, disposed of, arranged for disposal or treatment of, transported, handled, generated, manufactured, distributed, or released any Hazardous Substance on, under or from any Leased Real Property, except in compliance with all Environmental Laws in all material respects. To the Knowledge of the Sellers, no environmental condition (including any release, spill, emission, discharge, leaking, pumping, pouring, dumping, injection, deposit, disposal, dispersal, leaching or migration of any Hazardous Substance) exists on or at any Leased Real Property, or any real property previously leased or used in connection with the Business, that would reasonably be expected to impose any Liability on any Seller or an Encumbrance on any of the Sellers' assets (including any Purchased Assets). Sellers have delivered or made available to the Purchaser complete and accurate copies of all material environmental reports, audits, and assessments prepared by or for the Sellers or any of their Affiliates or that are in the Sellers' possession, as well as all material correspondence with Governmental Authorities or other Persons relating to environmental conditions or environmental compliance matters at the facilities and the properties of any of the Sellers or concerning the operation of the Business.

(k) The Sellers have valid title to, or the right to use in connection with the Business, all of the Purchased IP and all other Intellectual Property Rights necessary and sufficient to conduct (or otherwise used in) the Business without any conflict with or infringement of the rights of any other Person in any material respect, and no Affiliate of any Seller other than the Sellers owns or licenses any Intellectual Property Rights. Schedule 4.1(k)(i) of the Disclosure Letter sets forth a true and complete list of all U.S. or foreign Intellectual Property Rights owned (whether in whole or in part) by or licensed to the Sellers that are issued, pending or registered, including all registered Purchased IP (marked as such), in each case indicating which Seller owns or has rights to use such Intellectual Property Rights and with respect to which businesses of the Sellers such Intellectual Property Rights are used or are relevant. Except as set forth in Schedule 4.1(k)(ii) of the Disclosure Letter, the Sellers have all right, title and interest in and to the Intellectual Property Rights designated as owned by the Sellers in Schedule 4.1(k)(i) of the Disclosure Letter, free and clear of all Encumbrances (other than Permitted Encumbrances). All current and former employees of the Sellers or any of their Affiliates have assigned to the Sellers all Purchased IP that such employees have created while in the scope of their employment, including copyrights in works made for hire and patents. Ex-

cept as set forth in Schedule 4.1(k)(iii) of the Disclosure Letter, all registered Intellectual Property Rights of the Sellers are in full force and effect, and have not been abandoned or passed into the public domain, and all necessary registration, maintenance and renewal documentation and fees in connection with such Intellectual Property Rights have been timely filed with the appropriate authorities and paid. The Sellers have in place commercially reasonable policies and procedures, consistent with industry standards, to maintain the secrecy of all trade secrets included in their Intellectual Property Rights. The Sellers are not using any registered Intellectual Property Rights in a manner that would reasonably be expected to result in the cancellation or unenforceability of such Intellectual Property Rights. There are no Actions pending, or, to the Knowledge of the Sellers, threatened, with respect to the Intellectual Property Rights of any Seller or which are otherwise used in the Business. There is no Action pending, or to the Knowledge of the Sellers, threatened that challenges the validity of ownership or use of any Purchased IP and there exists no state of facts and circumstances that would result in any such challenge that is material to the Business, the Purchased Assets or the Purchased IP being successful or which would be reasonably likely to result in a material liability. To the Knowledge of the Sellers, no third party's operations or products infringe on the Purchased IP. The operation of the Business does not infringe on the Intellectual Property Rights of any other Person except as would not reasonably be expected to be, individually or in the aggregate, material to the Sellers, the Business, the Purchased Assets or the Assumed Liabilities. Since January 1, 2010, no Seller has received or, to the Knowledge of the Sellers, been threatened with any written claim of infringement with respect to any Purchased IP. No Seller is using any Purchased IP or other Intellectual Property Rights in a manner that would reasonably be expected to result in the cancellation or unenforceability of such Purchased IP or other Intellectual Property Rights.

(l) Upon the consummation of the Closing, the Purchaser or the Purchaser Designees shall succeed to all of the Sellers' rights and interest in or under the Purchased IP that is necessary or appropriate for the operation of the Business, and all of the Sellers' rights under the Intellectual Property Rights that constitute the Purchased IP shall be exercisable by the Purchaser or the Purchaser Designees to the same extent as by the Sellers prior to the Closing. The execution, delivery and performance by the Sellers of this Agreement, and the consummation of the Transactions will not give rise to any right of any third party to terminate or re-price or otherwise modify any of the rights or obligations under any agreement under which any right or license of or under any of the Sellers' Intellectual Property Rights is granted to or by any of the Sellers.

(m) Subject to the entry of the Sale Order and the Assumption Order, the Sellers have complied with all requirements of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure in connection with obtaining approval of the sale of the Purchased Assets (including the assumption and assignment to the Purchaser and/or, as applicable, one or more Purchaser Designees of any Assumed Contracts and the Assumed Leases) to the Purchaser and/or, as applicable, one or more Purchaser Designees pursuant to this Agreement.

(n) The Financial Statements present fairly in all material respects, the consolidated financial condition of CEP as of the dates set forth therein, and the consolidated

results of operations and cash flows for the periods covered thereby, in conformity with GAAP (subject, in the case of the Unaudited Financial Statements, to the absence of notes and normal year-end audit adjustments and to any other adjustments expressly set forth therein).

(o) [RESERVED.]

(p) The Sellers have provided to the Purchaser on the date hereof, in writing, a true and correct list of each current employee of the Sellers as of no more than five (5) Business Days prior to the date of this Agreement, with such list indicating each employee's job title, status (active or on statutory or employer approved leave and full-time or part-time), annual current salary or wage rate, incentive compensation for performance year 2013, business location, exempt/non-exempt status under the Fair Labor Standards Act (as classified by the Sellers), job band, annual vacation entitlement, accrued and unused vacation, paid time off and sick leave, applicable incentive plan and date of hire (original and most recent as applicable). Such list shall be updated by the Sellers following the date hereof and provided to the Purchaser on dates that are mutually agreed to by the Purchaser and Sellers. Sellers have provided Purchaser with a copy of each Benefit Plan and each associated summary plan description.

(q) Except as set forth on Schedule 4.1(q) of the Disclosure Letter, none of the Sellers or any of their Subsidiaries is party to a collective bargaining, works council, or similar agreement. No labor organization or group of employees of the Sellers or any of their Subsidiaries has made a pending demand for recognition or certification, and there are no representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened to be brought or filed, with the National Labor Relations Board or any other labor relations tribunal or authority. There are no organizing activities, strikes, work stoppages, slowdowns, lockouts, unfair labor practices, material arbitrations or material grievances, or other material labor disputes pending or threatened against or involving the Sellers or any of their Subsidiaries. Each of the Sellers and their Subsidiaries is in compliance with all applicable laws and collective bargaining agreements in respect of employment and employment practices, terms and conditions of employment, wages and hours and occupational safety and health.

Section 4.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Sellers as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(b) The Purchaser has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder (subject, in the case of the obligation to carry out the Transactions, to the entry of the Sale Order and the Assumption Order). The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the Transactions have been duly and validly authorized by all requisite corporate action on the part of the Purchaser, and no other corporate proceeding on the part of the Purchaser is necessary to authorize this Agreement and to consummate the

Transactions. This Agreement has been duly and validly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery by all parties hereto and thereto other than the Purchaser) constitutes (or will constitute) valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with its terms (subject, in the case of the obligation to carry out the Transactions, to the entry of the Sale Order and the Assumption Order).

(c) The execution, delivery and performance by the Purchaser of this Agreement does not, and the consummation by the Purchaser of the Transactions will not (i) conflict with or result in the breach of any provision of the organizational documents of the Purchaser, (ii) conflict with, violate or result in the breach by the Purchaser of any applicable Law or (iii) require the Purchaser to make any filing with or give notice to, or obtain any Consent from, any Governmental Authority, other than the Sale Order and the Assumption Order and, if required, any clearance under the antitrust laws of the Republic of Korea, in the case of each of clauses (i), (ii) and (iii), except as would not reasonably be expected to materially adversely affect Purchaser's ability to consummate the transactions contemplated hereby.

(d) The Purchaser has not incurred any Liability for brokerage or finders' fees or agents' commissions or other similar payment in connection with the Transactions that would be payable by any Seller (a "Purchaser Broker Fee").

(e) The Purchaser acknowledges and affirms that it has completed its own independent investigation, analysis and evaluation of the Purchased Assets, that it has made all such reviews and inspections of the Purchased Assets as it deems necessary and appropriate, and that in making its decision to enter into this Agreement and consummate the Transactions, it has relied on its own investigation, analysis, and evaluation with respect to all matters without reliance upon any express or implied representations or warranties except as expressly set forth in this Agreement.

(f) The Purchaser will have, at the Closing, the resources and capabilities (financial or otherwise) to perform its obligations hereunder, including payment of the Purchase Price. The Purchaser has not incurred any obligation, commitment, restriction or liability of any kind that would materially impair the Purchaser's ability to satisfy its payment and funding obligations under this Agreement.

ARTICLE V

COVENANTS

Section 5.1 Interim Covenants of the Sellers. Between the date hereof and the Closing Date, except (1) as required by Law (including the Bankruptcy Code), (2) as otherwise expressly contemplated by this Agreement, (3) with the prior written consent of the Purchaser and (4) as specifically required by any Order of the Bankruptcy Court (including the Sale Procedures Order), the Sellers shall conduct the Business in the ordinary course of business as the same is being conducted as of the date of this Agreement in the Seller Chapter 11 Cases and, without limiting the generality of the foregoing in any respect, shall:

(a) use reasonable best efforts to maintain the Permits and the confidentiality, integrity and use of the Purchased Assets, preserve the goodwill and business relationships of the Business (with respect to the preservation of goodwill and business relationships, to the extent possible taking into account the conduct of the Business in the ordinary course as of the date of this Agreement in the Seller Chapter 11 Cases) and cause the conditions in Section 6.1 to be satisfied;

(b) manage and maintain the Purchased Assets and the Assumed Liabilities in the ordinary course of business consistent with past practice (to the extent possible taking into account the conduct of the Business in the ordinary course as of the date of this Agreement in the Seller Chapter 11 Cases);

(c) (i) perform in all material respects all of its postpetition obligations under the Contracts and Leases that have been identified as Assumed Contracts and the Assumed Leases as of the Designation Deadline, as and when such obligations become due (provided that nothing in this clause (i) shall obligate the Sellers to make any payment in respect of any prepetition obligation); (ii) not grant (whether before or after the Designation Deadline) any Consent under any Contracts or Lease that have been identified as Assumed Contracts or Assumed Leases as of the Designation Deadline; (iii) not modify or amend in any material respect or terminate, repudiate or reject any Material Contract, Assumed Contract or Assumed Lease, or enter into any Lease or material Contract; and (iv) not enter into any Contract the effect of which would be to grant to a third party any license to use or other rights with respect to or relating to any Purchased IP;

(d) comply with all applicable Laws in all material respects;

(e) maintain the Books and Records in the ordinary course of business consistent with current practice;

(f) not directly or indirectly (including by operation of law or through any merger, consolidation, reorganization, issuance of securities or rights, license, lease, encumbrance or otherwise) sell, pledge, assign, transfer, lease, convey, license, or cause, permit or suffer the imposition of any Encumbrance (except for Encumbrances that will be fully discharged pursuant to the Sale Order) on, or otherwise dispose of any of the Purchased Assets;

(g) not authorize, declare or pay any dividends on or make any distribution with respect to its outstanding shares of capital stock (whether in cash, assets, stock or other securities);

(h) not pay or disburse any funds other than as provided for in the budget of the Sellers set forth on Schedule 5.1 of the Disclosure Letter;

(i) not enter into any (i) settlement agreement with a third party or Governmental Authority or (ii) consent decree with a Governmental Authority unless such agreement or decree does not impose any obligations, financial or otherwise, or any Encumbrances or restrictions on, the Purchaser or any of its Affiliates or on the Business or any of the Purchased Assets or Assumed Liabilities;

(j) not take any action with respect to Taxes or Tax matters that could reasonably be expected to result in an Encumbrance (other than Encumbrances that will be fully discharged pursuant to the Sale Order) on the Purchased Assets or an increase in the Tax Liability of the Purchaser or any of its Affiliates;

(k) not convert the Seller Chapter 11 Cases into a liquidation proceeding under chapter 7 of the Bankruptcy Code;

(l) not fail to make any filing, pay any fee, or (to the extent possible taking into account the conduct of the Business in the ordinary course as of the date of this Agreement in the Seller Chapter 11 Cases) take any other action consistent with past practice of the Sellers (including, after consultation with the Purchaser, responding to assertions of invalidity by third parties) as necessary to maintain the ownership, validity and enforceability of any Purchased Asset, the failure of which would reasonably be expected to be material to the Business, the Purchased Assets or the Purchased IP;

(m) not enter into any assignment, sublease, amendment, modification, renewal, extension or surrender or termination of any Leases;

(n) not terminate the employment of any employee, other than for cause;

(o) not enter into any agreement (whether written or oral) to do or grant any option or right of first refusal, offer or negotiation with respect to, any of the foregoing, or authorize any of the foregoing; and

(p) not settle or adjust any dispute or claim in respect of trade account or other receivable outside of the ordinary course of business.

Section 5.2 Closing Documents. The Parties shall proceed diligently and in good faith to attempt to finalize, on or before the Closing Date or such earlier date as may be expressly set forth herein, the contents of all Closing Documents to be executed and delivered by the Sellers and the Purchaser that are not included as exhibits hereto.

Section 5.3 Matters Requiring Notice.

(a) The Sellers shall, promptly and in any event within three (3) Business Days of receipt thereof, provide to the Purchaser a copy of any notices of any breach or default that any Seller receives in respect of any Contract or Lease, or any notices that it receives with respect to any Permit from a Governmental Authority, any notices of a breach or default under any Contract or Lease that any Seller sends to another Person. The Sellers shall notify the Purchaser as promptly as practicable after becoming aware of any event, development or condition that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(b) The Sellers, on the one hand, and the Purchaser, on the other hand, shall promptly notify the other of:

(i) any notice or other communication received by any Seller or the Purchaser (as applicable) from any Person alleging that the Consent of such Person is or may be required in connection with the Transactions;

(ii) any inaccuracy of any representation or warranty of such Party contained in this Agreement at any time that would make such representation or warranty false in any material respect; and

(iii) any breach of any covenant or agreement of such Party contained in this Agreement at any time.

(c) Notwithstanding anything to the contrary in this Agreement, delivery of any notice pursuant to Section 5.3(b) and any access to or provision of information (including pursuant to Section 5.5) shall not modify any of the representations, warranties, covenants or agreements of the Parties (or rights or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

Section 5.4 Assets Held by Affiliates of the Sellers. To the extent that any other Person that is an Affiliate of a Seller owns or has rights to any assets (including any Contracts or Leases) that is or would be a Purchased Asset if a Seller owned or had rights to such assets, the Sellers shall cause such Person to promptly transfer such asset, property, Contract, Lease or right to a Seller, and, upon such transfer, such asset, property or right shall be deemed to be a Purchased Asset under this Agreement for all purposes as if owned by the Sellers on and as of the date of execution hereof.

Section 5.5 Access to Information/Confidentiality/Preservation of Books and Records. From the date hereof until the earlier of (i) termination of this Agreement and (ii) the Closing, and subject to applicable Law, the Purchaser and its Representatives shall be entitled to make such investigation of the Sellers, the Purchased Assets and the Assumed Liabilities (including environmental inspections and testing, and including monitoring, identification, organization and accounting of Inventory with the reasonable assistance and cooperation of the Sellers (including so as to permit the Purchaser and its Representatives to count, identify, assess, toll, mark and move within the applicable facility Inventory), and access to employees as described herein) and such examination of the Books and Records as they reasonably request and to make extracts and copies of such Books and Records (which shall include making available to the Purchaser and its Representatives, monthly financial statements of the Sellers prepared by the Sellers in the ordinary course of business or in connection with Seller Chapter 11 Cases as soon as reasonably practicable (and in any event within two (2) Business Days) of the preparation thereof); provided, that the Purchaser shall reimburse the Sellers for their reasonable documented, out of pocket costs and expenses in connection with providing such access. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice. In connection with the foregoing, the Sellers shall promptly provide the Purchaser and its Representatives, upon reasonable notice, access to the Sellers' employees and properties, offices and other facilities, and such other access to the Purchaser and its Representatives as the Purchaser may reasonably request from time to time to facilitate the Transactions. The Sellers shall promptly provide the Purchaser with access to any and all documents (and promptly advise the Purchaser of the content of any orally conveyed information) provided during the period from

the date hereof through the date of the Sale Order to any prospective purchasers of all or any part of the Purchased Assets not previously provided to the Purchaser. Any confidential information provided to the Purchaser shall be deemed Confidential Information under the Confidentiality and Non-Disclosure Agreement, dated May 16, 2014, between Doosan Corporation and CEP, and shall be subject to the terms thereof. Notwithstanding anything herein to the contrary, no access to, or examination of, any information or other investigation by the Purchasers shall be permitted to the extent that (i) it includes trade secrets or other proprietary information, in each case relating solely to an Excluded Asset, (ii) it is protected by attorney-client, work-product, or similar legal privilege or (iii) the disclosure of which is prohibited pursuant to applicable Law. In addition, without limiting the generality of the foregoing, within five (5) Business Days after the date hereof, the Sellers shall provide Purchaser with a list of all suppliers of any Seller or subcontractors of any Seller products (i) who are the sole or primary supplier of any significant product, service or other tangible or intangible property or license rights to the Sellers or (ii) to which any Seller or any such subcontractor made or incurred payments or obligations of \$200,000 or more during the twelve month period ended April 31, 2014.

Section 5.6 Use of Name. As soon as reasonably practicable after the Closing (and in no event later than five (5) Business Days after the Closing), the Sellers and their Affiliates shall take all necessary action to cease using the “ClearEdge Power” name and any derivatives thereof.

Section 5.7 Confidentiality. From and after the Closing, the Sellers and their Affiliates shall keep strictly confidential and not disclose to any party any information relating to the Business, Purchased Assets or the Assumed Liabilities (for the avoidance of doubt, excluding any information relating solely to the Excluded Assets or the Excluded Liabilities), including information contained in any Retained Books and Records, unless required by Law or as may be strictly necessary in connection with the Seller Chapter 11 Cases.

Section 5.8 Required Approvals.

(a) Prior to the Closing, upon the terms and subject to the conditions of this Agreement, and except as contemplated by this Agreement, the Sale Procedures Order, the Sale Order or the Assumption Order, the Parties shall take, or cause to be taken, all actions, and do, or cause to be done all things necessary, proper or advisable to consummate the Closing and the Transactions as promptly as reasonably practicable including the preparation and filing of all forms, registrations and notices required pursuant to applicable Law to be filed to consummate the Closing and the Transactions and the taking of such actions as are necessary to obtain any requisite approvals, authorizations, Consents, releases, orders, licenses, Permits, qualifications, exemptions or waivers by any third party or Governmental Authority. Without limiting the generality of the foregoing, the Parties shall cooperate and use their respective reasonable best efforts to cause the necessary initial application and filing with the Fair Trade Commission of the Republic of Korea required in connection with the KFTC Approval to be made as promptly as practicable (and in no event later than on the tenth (10th) Business Day following the date of this Agreement). Each of the Parties shall cooperate in good faith and consult with each other in connection with all communications and strategy relating to all communication with any Governmental Authority (other than the Bankruptcy Court) regarding the

Transactions. In furtherance of (and without limiting the generality of, in any respect) the foregoing, each of the Sellers, on the one hand, and the Purchaser, on the other, shall (i) permit the other Party to review in draft any communication to be submitted by such Party or its Representatives and consult with the other Party in advance of any in-person or telephonic meeting or conference with any Governmental Authority regarding the Transactions; (ii) give the other Party and its Representatives the opportunity to attend and participate in such meetings and conferences, to the extent not prohibited by such Governmental Authority (it being understood that the Purchaser shall provide such opportunity to the Sellers only upon request by the Sellers); and (iii) promptly inform the other Party of any oral communication with, and provide copies of written communication with, any Governmental Authority regarding the Transactions (it being understood that the Purchaser shall provide such information to the Sellers only upon request by the Sellers).

(b) The Parties shall use their reasonable best efforts to take all reasonable steps as may be necessary to obtain an approval or other Consent from, resolve any objection or assertion by, or resolve any action or proceeding by, any Governmental Authority, whether by judicial or administrative action, challenging this Agreement or the consummation of the Transactions under any antitrust or other regulatory Law. Notwithstanding the foregoing, the Purchaser will not be obligated to commit to the divestiture of any assets or business of the Purchaser (or any Affiliate of the Purchaser) or any Purchased Assets or to any limitations on the conduct of its or its Affiliates' businesses (whether before or after the Closing).

Section 5.9 Publicity. Except as required by applicable Law (including any Order by the Bankruptcy Court) or filings by the Sellers with, or in any proceeding before, the Bankruptcy Court, the Sellers shall not issue any press release, provide any notice to customers or suppliers (in the case of notice to customers or suppliers, other than in the ordinary course of business consistent with past practice), or make any public announcement concerning this Agreement or the Transactions without the Purchaser's consent, not to be unreasonably withheld; provided that the Sellers may issue any such press release or make any such public announcement in connection with the Auction after having provided the Purchaser at least one (1) Business Day to review and comment on such release or announcement (which comments shall be reasonably considered by the Sellers).

Section 5.10 [RESERVED].

Section 5.11 Benefit Plans.

(a) Sellers shall remain solely responsible for any and all Liabilities and obligations arising under the Benefit Plans, and Purchaser shall not assume or otherwise acquire any of the Benefit Plans. Neither the Purchaser, nor any Purchaser Designee nor any Affiliate of the Purchaser shall have any Liability whatsoever for (i) any compensation or other obligations purported to be owing to any Service Provider by any Seller or any of its Affiliates, including any severance, separation pay, worker's compensation, change of control payments or benefits, retention payments or any other payments or benefits arising in connection with the termination of such Service Provider's employment by or services to any Seller or any of its Affiliates before, on or after the Closing

Date, or (ii) any Action under WARN by any past or present Service Provider in connection with termination of employment with or services to any Seller and its Affiliates, including any plant closing or mass layoff.

(b) Effective upon the Closing Date, each of the Sellers hereby waives, either directly or by causing its Affiliates to waive, for the benefit of the Purchaser and its Affiliates, any and all restrictions, if any, in any Benefit Plan or Contract relating to (i) non-competition with any Seller or any of its Affiliates, or (ii) maintenance of confidentiality of any information for the benefit of any Seller or any of its Affiliates, in each case, with or covering any Service Provider who becomes a director, officer, employee, consultant or independent contractor of Purchaser or any of its Affiliates.

(c) Following the Closing, the Sellers shall retain all Liability to provide COBRA health care continuation coverage attributable to “qualifying events” with respect to any employee of the Sellers who does not become an employee of Purchaser or any of its Affiliates and his or her beneficiaries and dependents, whether occurring before, on or after the Closing Date, so that neither the Purchaser nor any of its Affiliates is required by applicable Law to provide COBRA continuation coverage to any of such employees, beneficiaries or dependents. The Sellers shall maintain in effect a group health plan for so long following the Closing as is necessary to ensure that they can satisfy their obligations under this paragraph

(d) The Sellers shall pay to the Service Providers all accrued but unpaid vacation and, if applicable, sick leave, for periods from and after the Petition Date and prior to the Closing Date (solely to the extent that claims for such payments would be entitled to priority under section 507 of the Bankruptcy Code) as soon as administratively practicable after the Closing Date or as required by applicable Law, but in no event more than five (5) Business Days after the Closing Date.

(e) Nothing in this Section 5.11 shall (i) be treated or construed as an amendment of, or undertaking to amend, any benefit plan or (ii) be construed to prohibit the Purchaser or any of its Affiliates from amending or terminating any benefit plan. The provisions of this Section 5.11 are solely for the benefit of the respective Parties and nothing in this Section 5.11, express or implied, shall confer upon any Service Provider, or legal representative or beneficiary thereof or other Person, any rights or remedies, including any right to employment or continued employment for any specified period, or compensation or benefits of any nature or kind whatsoever under this Agreement or a right in any Service Provider or beneficiary of such Service Provider or other Person under any benefit plan that such Service Provider or beneficiary or other Person would not otherwise have under the terms of such plan.

Section 5.12 Non-Competition; Non-Solicitation.

(a) From the Closing Date until the fifth (5th) anniversary thereof, the Sellers and each of their Affiliates (and any of their respective successors) shall not directly or indirectly engage or participate (including by facilitating, aiding or otherwise cooperating with any third party (including any former employee of any Seller or any of its Subsidiar-

ies)) in any business related to a Purchased Asset or license any Intellectual Property to any Person (other than Purchaser or its Affiliates) for use in any business related to the Purchased Assets.

(b) From the date hereof until the second (2nd) anniversary of the Closing Date, the Sellers and each of their Affiliates (and any of their respective successors) shall not hire or solicit for employment any employee of the Purchaser or its Affiliates or any of the Service Providers who become a director, officer, employee, consultant or independent contractor of Purchaser or any of its Affiliates; provided, however, the restrictions of this Section 5.12(b) shall not apply to any general solicitation in any newspaper, website or other publication, or through any search firm engagement which, in any such case, is not directed or focused on personnel employed by the Purchaser or any of its Affiliates or on the Service Providers who become a director, officer, employee, consultant or independent contractor of Purchaser or any of its Affiliates.

Section 5.13 Avoidance Actions. Neither the Sellers nor the Purchaser shall pursue any Avoidance Actions of any kind or nature against any Designated Party other than as a defense (to the extent permitted under applicable law) against any claim or cause of action raised by any Designated Party as expressly provided in Article II.

Section 5.14 Sales Process. No Seller or its Affiliates shall (and the Sellers shall cause their and their Affiliates' Representatives not to) directly or indirectly, at any time prior to the entry of the Sales Procedures Order by the U.S. Bankruptcy Court, (i) initiate, solicit or knowingly encourage (including by way of furnishing information or assistance), or knowingly induce, the submission or announcement of any proposal or offer for any Competing Transaction or (ii) enter into any letter of intent, memorandum of understanding, asset sale agreement or other agreement, arrangement or understanding relating to any Competing Transaction. Notwithstanding the foregoing, nothing in this Agreement shall prohibit any Seller from (a) subject to Section 5.9, providing any Person with the bidding procedures for the sale of the assets and related documents (including this Agreement), answering questions about the bidding procedures for the sale of the assets, or announcing the execution of this Agreement or the Auction; (b) discussing, negotiating and entering into non-disclosure agreements relating to the sale of the Purchased Assets or amendments to existing non-disclosure agreements, in each case to the extent permitted by the requirements of the bidding procedures for the sale of the assets; or (c) providing access to the Sellers' electronic data room to Persons (and their representatives) who have entered into a non-disclosure agreement with the Sellers and responding to diligence requests of such Persons. From and after the entry of the Sales Procedures Order and until the entry of the Sale Order, no Seller shall take any of the foregoing restricted actions except pursuant to the Auction and in accordance with the Sales Procedures Order.

Section 5.15 Business Partners. The Sellers shall, following the request thereof by the Purchaser, seek and use their respective reasonable best efforts to arrange meetings and telephone conferences with material suppliers, customers, licensors, licensees or other business partners of the Sellers as may be reasonably requested by the Purchaser and necessary or appropriate for the Purchaser to coordinate transition of such Persons following the Closing. For the avoidance of doubt, the Purchaser shall be permitted to independently contact any customers, suppli-

ers, licensors, licensees or other business partners of any Seller in connection with or pertaining to any matter.

Section 5.16 Ability to use Certain Assets. With respect to the Purchased Assets specifically identified on Schedule 5.16 of the Purchaser Schedule (the “Permitted Use Assets”), the Purchaser hereby grants the Sellers permission to use, from and after Closing and until the one hundred eightieth (180th) day following the Closing, the Permitted Use Assets, to the extent used, kept and handled by the Sellers with reasonable care as exercised in the ordinary course of the Sellers’ business prior to the Petition Date, at no cost to the Sellers (other than the Sellers own costs and expenses, out of pocket or otherwise) solely for the purpose of concluding the Seller Chapter 11 Cases in an orderly and timely manner; provided, that the Sellers shall indemnify the Purchaser for any loss of or damage to the Permitted Use Assets to the extent caused by the use, keeping or handling of such Permitted Use Assets without a level of reasonable care as exercised in the ordinary course of the Sellers’ business prior to the Petition Date.

Section 5.17 Korean Assets. From the date hereof until three (3) Business Days prior to the Closing Date, the Purchaser may submit to the Sellers a written list setting forth any asset (including Intellectual Property Rights and Patent and IP Related Documentation, if any), property, Contract, Lease or right of ClearEdge Power International Service Korea LLC (f/k/a UTC Power International Service Korea LLC) (“CEPIS Korea”) that it intends to acquire and assume (“Korean Assets”). The Sellers shall take all actions necessary to cause CEPIS Korea and any other applicable Seller or Subsidiary of Seller to sell, transfer, assign, convey or deliver to Purchaser any such Korean Assets, free and clear of any and all Encumbrances of any and every kind, nature and description, other than Permitted Encumbrances, for no additional consideration, pursuant to customary documents and instruments, acceptable to the Purchaser, necessary or appropriate to effect such transfer, assignment, conveyance and delivery to Purchaser pursuant to applicable Korean or other Laws. Any such Korean Assets shall be deemed Purchased Assets, Assumed Contracts and/or Assumed Leases, as the case may be, under this Agreement.

Section 5.18 SPE Assets. To the extent that REF Investments, Ltd. (or its successors and/or assigns) makes a Sale Election in accordance with Section 2.4, the Sellers shall take all actions necessary to cause ClearEdge Power Finance, LLC to file a voluntary chapter 11 petition commencing a case consolidated for administrative purposes with the Seller Chapter 11 Cases and to sell, transfer, assign, convey or deliver to Purchaser all Encumbered Assets subject to such Sale Election, free and clear of any and all Encumbrances of any and every kind, nature and description for no additional consideration (other than the Supplemental Purchase Price set forth in Section 2.4), pursuant to customary documents and instruments, acceptable to the Purchaser, necessary or appropriate to effect such transfer, assignment, conveyance and delivery to Purchaser pursuant to applicable Laws. Any such Encumbered Assets shall be deemed Purchased Assets, Assumed Contracts and/or Assumed Leases, as the case may be, under this Agreement, provided, however, to the extent the performance of this covenant and the assignment, conveyance and delivery contemplated thereby cannot reasonably be accomplished by the Closing, the Closing shall nonetheless proceed as to all other Purchased Assets, the foregoing shall be completed as soon as reasonably practicable and the portion of the Supplemental Purchase Price attributable to such assets shall be delivered by the Purchaser to the Sellers concurrently with the completion of the foregoing (and not on the Closing Date).

ARTICLE VI

CONDITIONS TO THE CLOSING

Section 6.1 Conditions for the Purchaser. The obligation of the Purchaser to consummate the Closing is subject to the satisfaction or waiver in writing by the Purchaser, at or before the Closing, of each of the following conditions:

(a) All of the covenants and agreements in this Agreement to be complied with or performed by the Sellers on or before the Closing Date shall have been complied with and performed in all material respects;

(b) The representations and warranties of the Sellers (1) set forth in Sections 4.1(a) (organization) (excluding the last section of Section 4.1(a)), (b) (authority), and (i) (brokers) hereof shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as if made on the Closing Date (except for any representation or warranty made as of a specified date, which shall be true and correct in all respects as of such specified date), and (2) set forth in Section 4.1, other than those described in the immediately preceding clause (1), shall be true and correct (without giving effect to any limitation as to materiality or “Material Adverse Effect” set forth therein) as of the date of this Agreement and as of the Closing Date as if made on the Closing Date (except for any representation or warranty made as of a specified date, which shall be true and correct (without giving effect to any limitation as to materiality or “Material Adverse Effect” set forth therein) as of such specified date), except in the case of this clause (2), as has not had, and could not constitute or be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect.

(c) (i) No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any applicable Law (including any Order) which is in effect and has the effect of making the Transactions illegal or otherwise restraining or prohibiting consummation of the Transactions and which is not satisfied, resolved or preempted by the Sale Order and the Assumption Order; and (ii) all requisite clearances or approvals under the antitrust laws of the Republic of Korea (the “KFTC Approval”) shall have been obtained (it being understood that, other than the Sale Order and the Assumption Order and the KFTC Approval, and assuming the accuracy of the representations of the Sellers set forth in Sections 4.1(c)(ii) and (iii), no other Consent of a Governmental Authority shall be a condition precedent to the Closing hereunder);

(d) After notice and a hearing as defined in Section 102(1) of the Bankruptcy Code, the Bankruptcy Court shall have entered the Sale Order and the Assumption Order, and neither such Sale Order nor such Assumption Order (i) shall have been stayed, stayed pending appeal or vacated, or (ii) shall have been amended, supplemented or otherwise modified in a manner that results in such Sale Order or such Assumption Order no longer being an Order of the Bankruptcy Court authorizing the matters referred to in Section 3.3;

(e) The Sellers shall have assigned to the Purchaser and/or, as applicable, one or more Purchaser Designees, the Assumed Contracts and Assumed Leases (other than

any Contract that is not material to the Business and the assignment of which requires consent of the counterparty pursuant to Section 365(c)(1) of the Bankruptcy Code, which consent has not been obtained as of the Closing), in each case pursuant to Section 365 of the Bankruptcy Code and the Assumption Order, subject to the Purchaser's and/or, as applicable, Purchaser Designee's provision of adequate assurance as may be required under Section 365 of the Bankruptcy Code; and

(f) The deliveries described in Section 7.2 shall have been made.

Section 6.2 Conditions for the Sellers. The obligation of the Sellers to consummate the Closing is subject to the satisfaction or waiver in writing by the Sellers, at or before the Closing, of each of the following conditions:

(a) All of the covenants and agreements in this Agreement to be complied with or performed by the Purchaser on or before the Closing Date shall have been complied with and performed in all material respects;

(b) The representations and warranties of the Purchaser set forth in Section 4.2(f) (resources) hereof shall be true and correct in all respects as of the Closing Date and the representations and warranties of the Purchaser set forth in Section 4.2 (other than Section 4.2(f)) shall be true and correct in all respects (without giving effect to any qualification as to materiality set forth therein), in each case as of the date of this Agreement and as of the Closing Date as if made on the Closing Date (except for any representation or warranty made as of a specified date, which shall be true and correct in all respects (without giving effect to any limitation as to materiality set forth therein) as of such specified date), except as would not reasonably be expected to materially adversely affect Purchaser's ability to consummate the transactions contemplated hereby;

(c) No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any applicable Law (including any Order) which is in effect and has the effect of making the Transactions illegal or otherwise restraining or prohibiting consummation of the Transactions and which is not satisfied, resolved or preempted by the Sale Order and the Assumption Order;

(d) After notice and a hearing as defined in Section 102(1) of the Bankruptcy Code, the Bankruptcy Court shall have entered the Sale Order and the Assumption Order, and neither such Sale Order nor such Assumption Order (i) shall have been stayed, stayed pending appeal or vacated or (ii) shall have been amended, supplemented or otherwise modified in a manner that results in such Sale Order or such Assumption Order no longer being an Order of the Bankruptcy Court authorizing the matters referred to in Section 3.3; and

(e) The deliveries described in Section 7.3 shall have been made.

ARTICLE VII

CLOSING

Section 7.1 Closing Arrangements. The consummation of the Transactions (the “Closing”) shall take place at 10:00 a.m. on the third (3rd) Business Day following the date on which all of the conditions set forth in Article VI have been satisfied or waived (other than any conditions that can only be satisfied as of the Closing, but subject to the satisfaction or waiver of such conditions) (the “Closing Date”), at the offices of Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, NY 10019, or at such other time or place as may be mutually agreed to by the Parties.

Section 7.2 Sellers’ Deliveries. On or before the Closing, the Sellers shall deliver or cause to be delivered the following items and documents to the Purchaser, with each such document to be effective as of the Closing:

- (a) a certificate executed on behalf of each of the Sellers, by the Chief Financial Officer of each such Seller, certifying that the conditions set forth in Sections 6.1(a) and 6.1(b) have been fulfilled;
 - (b) the Bill of Sale, duly executed by each Seller;
 - (c) the Assignment of Intangible Property, duly executed by each Seller;
 - (d) the Assignment and Assumption Agreement(s), duly executed by each Seller;
 - (e) such other instruments and agreements as may be required to effect the purchase and assignment and assumption of the Purchased Assets (including the Purchased IP), including, where necessary, appropriate or requested by the Purchaser, separate instruments and agreements to effect the transfer of any Purchased IP, and including any forms and instruments required by the Transfer Act (to be prepared at Sellers’ cost and expense) on behalf of Seller as the transferor and “certifying party” (collectively, the “Other Transfer Instruments”), duly executed by each Seller, as applicable;
 - (f) a transition services agreement, in form and substance reasonably acceptable to the Purchaser and the Sellers (the “Transition Services Agreement”), duly executed by each Seller;
 - (g) a certificate of non-foreign status for each Seller, substantially in the form of the sample certification contained in Treasury Regulation Section 1.1445-2(b)(2)(iv), duly executed by the respective Seller (or if such Seller is a “disregarded entity” for U.S. federal income tax purposes, by the Person that is treated as the owner of such Seller for U.S. federal income tax purposes);
 - (h) one (1) certified copy of the Sale Order entered by the Bankruptcy Court;
- and

(i) one (1) certified copy of the Assumption Order entered by the Bankruptcy Court.

Section 7.3 The Purchaser's Deliveries. On or before the Closing Date, the Purchaser shall (on its behalf and on behalf of the Purchaser Designees) deliver or cause to be delivered to the Sellers (i) an amount of cash equal to the Purchase Price, and (ii) the following items and documents, with each such document to be effective as of the Closing:

(a) a certificate executed on behalf of the Purchaser certifying that the conditions set forth in Sections 6.2(a) and 6.2(b) have been fulfilled;

(b) the Assignment and Assumption Agreement(s), duly executed by the Purchaser and/or, as applicable, one or more Purchaser Designees;

(c) the Assignment of Intangible Property, duly executed by the Purchaser and/or, as applicable, one or more Purchaser Designees;

(d) the Other Transfer Instruments, if any, duly executed by the Purchaser and/or, as applicable, one or more Purchaser Designees;

(e) the Bill of Sale, duly executed by the Purchaser and/or, as applicable, one or more Purchaser Designees; and

(f) the Transition Services Agreement, duly executed by the Purchaser and/or, as applicable, one or more Purchaser Designees.

Section 7.4 Certain Tax Matters.

(a) Transfer Taxes. Each of the Sellers, on the one hand, and Purchaser, on the other, shall pay and shall be responsible for one half of any Transfer Taxes (and related costs, fees and expenses) imposed on or payable in connection with the Transactions. The Party primarily or customarily responsible under applicable Law for the preparation and filing of any Tax Return relating to Transfer Taxes shall prepare and timely file such Tax Return and shall promptly provide a copy of such Tax Return to the Sellers or the Purchaser, as applicable. The Sellers and the Purchaser shall, and shall cause their respective Affiliates to, cooperate to timely prepare and file any Tax Returns or other filings relating to such Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes.

(b) Purchase Price Allocation. The Sellers and the Purchaser agree to allocate and, as applicable, to cause their relevant Affiliates to allocate, the Purchase Price and any other items that are treated as additional consideration for Tax purposes among the Purchased Assets in accordance with the schedules and methodologies set forth on Exhibit G attached hereto (the "Allocation Principles"). No later than ninety (90) days following the Closing Date, the Purchaser shall deliver to the Sellers a proposed allocation of the Purchase Price and any other items that are treated as additional consideration for Tax purposes to the Sellers, which proposed allocation shall be determined in a manner consistent with the Allocation Principles, Section 1060 of the Code and the Treasury Regula-

tions promulgated thereunder (the “Purchaser’s Allocation”). If the Sellers disagree with the Purchaser’s Allocation, the Sellers may, within thirty (30) days after the delivery of the Purchaser’s Allocation, deliver a notice (the “Sellers’ Allocation Notice”) to the Purchaser to such effect, specifying those items as to which Sellers disagree and setting forth the Sellers’ proposed allocation. If the Sellers’ Allocation Notice is duly delivered, the Purchaser and the Sellers shall, during the twenty (20) days following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts. If the Sellers and the Purchaser are unable to resolve such disagreement(s) within such twenty (20)-day period, they shall promptly refer such dispute to the Accounting Firm to resolve any remaining disputes. Any allocation of the Purchase Price and any other items that are treated as additional consideration for Tax purposes among the Purchased Assets determined pursuant to the decision of the Accounting Firm shall incorporate, reflect and be consistent with the Allocation Principles. The allocation, as prepared by the Purchaser if no Sellers’ Allocation Notice has been given, as adjusted pursuant to any agreement between the Sellers and the Purchaser or as determined by the Accounting Firm (the “Allocation”) shall be conclusive and binding on all Parties. The expenses, fees and costs of the Accounting Firm shall be shared equally between the Sellers, on the one hand, and the Purchaser, on the other hand. Each of the Sellers and the Purchaser agree to (and to cause their respective Affiliates to) prepare and file all Tax Returns (including Internal Revenue Service Form 8594 and any comparable form under state, local, or foreign law) in accordance with the Allocation and the Allocation Principles. Except to the extent otherwise required pursuant to a “determination” within the meaning of Section 1313(a) of the Code (or any comparable provision of state, local or foreign law), none of the Parties shall (and each shall cause its Affiliates not to) take any position on any Tax Return, in any Tax Proceeding or otherwise that is inconsistent with the Allocation and the Allocation Principles.

(c) Straddle Period Allocations. For purposes of this Agreement, Taxes imposed on or with respect to the Business, the Purchased Assets or the Assumed Liabilities with respect to a taxable period that commences prior to and includes (but does not end on) the Closing Date (a “Straddle Period”) shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based on a “closing of the books” method as of the end of the Closing Date.

(d) Cooperation. The Purchaser and the Sellers shall furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information in their possession and assistance relating to the Business, Purchased Assets and the Assumed Liabilities as is reasonably necessary for the preparation and filing of any Tax Return, claim for refund or other filings relating to Tax matters, or in connection with any Tax audit or other Tax Proceeding.

ARTICLE VIII

TERMINATION OF AGREEMENT

Section 8.1 Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of the Sellers and the Purchaser;
- (b) by the Purchaser, if the Closing has not occurred on or prior to the Outside Date; provided, however, that the Outside Date shall automatically be extended by an additional 30 calendar days if the only condition to closing that has not been satisfied or, to the extent permitted, waived (other than those conditions that by their nature can only be satisfied at or immediately prior to the Closing) is the condition set forth in Section 6.1(c)(ii); provided, further, that the right to terminate this Agreement under this Section 8.1(b) shall not be available if the Purchaser's failure to fulfill any material obligation under this Agreement has been the cause of the failure of the Closing to occur on or before the Outside Date;
- (c) by the Purchaser, in the event of any inaccuracy in any of the Sellers' representations or warranties contained in this Agreement or any breach of any of the Sellers' covenants or agreements contained in this Agreement which, individually or in the aggregate, (i) would result in a failure of a condition set forth in Section 6.1, and (ii) is either incapable of being cured or, if capable of being cured, is not cured within the earlier of (x) thirty (30) days after written notice thereof and (y) the Outside Date.
- (d) by the Sellers, in the event of any inaccuracy in any of the Purchaser's representations or warranties contained in this Agreement or any breach of any of the Purchaser's covenants or agreements contained in this Agreement which, individually or in the aggregate, (i) would result in a failure of a condition set forth in Section 6.2, and (ii) is either incapable of being cured or, if capable of being cured, is not cured within the earlier of (x) thirty (30) days after written notice thereof and (y) the Outside Date;
- (e) by the Sellers, if the Closing has not occurred on or prior to forty-five calendar days after the Outside Date (the "Seller Outside Date"), provided, however, that the right to terminate this Agreement under this Section 8.1(e) shall not be available if the Sellers' failure to fulfill any material obligation under this Agreement has been the cause of the failure of the Closing to occur on or before the Seller Outside Date;
- (f) by the Purchaser, if (1) the Sellers shall fail to file the Supplemental Sale Procedures Motion on or prior to the date that is one (1) Business Day after the date of this Agreement, or (2) the Bankruptcy Court shall fail to enter the Sale Procedures Order on or prior to the date that is seven (7) days after the date of this Agreement; provided, that the failure of the Bankruptcy Court to enter the Sales Procedures Order on or prior to such time is not caused by the Purchaser's material breach of this Agreement;
- (g) by the Purchaser, if the Purchaser is the Successful Bidder (as defined in the Sale Procedures Order) and the Hearing has not been commenced prior to the sixth (6th) Business Day after completion of the Auction; provided, that the failure of the Hearing to commence on or prior to such time is not caused by the Purchaser's material breach of this Agreement;
- (h) by the Purchaser, if the Seller Chapter 11 Cases are converted to a liquidation proceeding under chapter 7 of the Bankruptcy Code;

(i) by either the Purchaser or the Sellers if the Bankruptcy Court shall have stated unconditionally that it will not enter the Sale Order or the Assumption Order, provided that such statement of the Bankruptcy Court is not a result of or caused by the terminating Party's material breach of this Agreement;

(j) by either the Sellers or the Purchaser, if a Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any applicable Law (including any Order) which is in effect and has the effect of making the Transactions illegal or otherwise restraining or prohibiting consummation of the Transactions and which is not satisfied, resolved or preempted by the Sale Order and the Assumption Order; and

(k) by either the Sellers or the Purchaser if (x) the Auction has occurred and the Purchaser is not the Successful Bidder or (y) the Bankruptcy Court otherwise approves a Competing Transaction.

Section 8.2 Effect of Termination. In the event of any termination of this Agreement pursuant to Section 8.1, this Agreement (other than the provisions set forth in this Section 8.2, Section 8.3 and Article IX, and the Sellers' right to retain the Purchase Price Deposit in accordance with Section 2.8(b)) shall forthwith become null and void and be deemed of no further force and effect. Subject to the provisions set forth in the immediately preceding sentence, there shall be no liability or obligation thereafter on the part of any Party; provided, that the foregoing shall not limit any Party's liability for fraud.

Section 8.3 Expense Reimbursement; Purchase Price Deposit.

(a) The Sellers will, as soon as practicable (and in no event later than the earlier of (1) the date that is three (3) Business Days after the consummation of a Competing Transaction and (2) the first date on which any administrative claims of equivalent priority receive any payment), pay, or cause to be paid, to the Purchaser the Reimbursable Expenses if this Agreement is terminated pursuant to Section 8.1(c) (solely to the extent that the breach or misrepresentaiton giving rise to such termination arises from the Sellers' gross negligence, willful misconduct or bad faith) or pursuant to Section 8.1(k).

(b) Sellers acknowledge and agree that (A) the payment of Reimbursable Expenses is an integral part of the transactions contemplated by this Agreement, (B) in the absence of the Sellers' obligations to make this payment, the Purchaser would not have entered into this Agreement, (C) that the damages resulting from termination of this Agreement under circumstances where the Purchaser is entitled to the Reimbursable Expenses are uncertain and incapable of accurate calculation and that the delivery of the Reimbursable Expenses to the Purchaser is not a penalty, but rather shall constitute a reasonable amount that will compensate the Purchaser in the circumstances where the Purchaser is entitled to the Reimbursable Expenses for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions contemplated hereby, and that, without these agreements, the Purchaser would not enter into this Agreement, (D) time is of the essence with respect to the payment of the Reimbursable

Expenses and (E) the Reimbursable Expenses shall constitute an administrative expense of the Sellers' estates under Section 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code. If the Sellers fail to take any action necessary to cause the delivery of the Reimbursable Expenses under circumstances where the Purchaser is entitled to the Reimbursable Expenses and, in order to obtain such Reimbursable Expenses the Purchaser commences a suit which results in a judgment in favor of the Purchaser, the Sellers shall pay to the Purchaser, in addition to the Reimbursable Expenses, an amount in cash equal to the costs and expenses (including attorney's fees) incurred by the Purchaser in connection with such suit.

(c) If this Agreement is terminated by the Sellers pursuant to Section 8.1(d), the Purchaser shall forfeit the Purchase Price Deposit and any interest thereon and such amounts shall be delivered to the Sellers pursuant to Section 2.8(b). If this Agreement is terminated by the Sellers pursuant to Section 8.1(d), the receipt of the Purchase Price Deposit shall be the sole and exclusive remedy of the Sellers with respect to or arising out of this Agreement or the Transactions, and the Sellers shall irrevocably waive and release the Purchaser Released Parties, as a condition to receipt of the Purchase Price Deposit (but subject to the receipt thereof), from any and all statutory, equitable, legal or common law claims or remedies that any Seller may have against any of the Purchaser Released Parties in respect of any breach of or default under this Agreement.

(d) The Parties acknowledge that the agreements contained in this Section 8.3 are an integral part of the transactions contemplated in this Agreement, that the damages resulting from termination of this Agreement under circumstances where the Sellers are entitled to the Purchase Price Deposit are uncertain and incapable of accurate calculation and that the delivery of the Purchase Price Deposit is not a penalty but rather shall constitute liquidated damages in a reasonable amount that will compensate Sellers in the circumstances where Sellers are entitled to the Purchase Price Deposit for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions contemplated hereby, and that, without these agreements, the Sellers would not enter into this Agreement. If the Purchaser fails to take any action necessary to cause the delivery of the Purchase Price Deposit pursuant to the Deposit Escrow Agreement under circumstances where Sellers are entitled to the Purchase Price Deposit and, in order to obtain such Purchase Price Deposit Sellers commence a suit which results in a judgment in favor of the Sellers, the Purchaser shall pay to the Sellers an amount in cash equal to the costs and expenses (including attorney's fees) incurred by the Sellers in connection with such suit.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Survival. No representations and warranties of the Parties contained herein shall survive beyond the Closing Date. Covenants and agreements which contemplate performance after the Closing Date shall survive the Closing Date in accordance with their terms.

Notwithstanding the foregoing, nothing in this Section 9.1 shall not limit any Party's liability for fraud.

Section 9.2 Amendment of Agreement. This Agreement may not be supplemented, modified or amended except by a written agreement executed by each Party.

Section 9.3 Notices. All notices, requests, claims, demands and other communications to any Party hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile (which is confirmed) or if sent by overnight courier (providing proof of delivery) to the such Party at the following addresses, or such other address as such Party may hereafter specify by like notice to the other Parties hereto. All such notices, requests and other communications shall be deemed received on the date of actual receipt by the recipient thereof if received prior to 5:00 p.m. local time in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

(a) If to the Purchaser, to:

Doosan Corporation
Attention: Mr. Young Ho Park
Facsimile: +82 2 3398 1067

with a copy (which shall not constitute notice) given in like manner to:

Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
Attention: Adam O. Emmerich
Scott K. Charles
Facsimile: (212) 403-2000

(b) If to the Sellers, to:

ClearEdge Power, Inc.
920 Thompson Place, Suite 100
Sunnyvale, CA 94085
Attention: Gloria Fan
Facsimile: [____]

with a copy (which shall not constitute notice) given in like manner to:

Dorsey & Whitney LLP
305 Lytton Avenue
Palo Alto, CA 94301
Attention: John Walshe Murray
Facsimile: (650) 857-1288

Section 9.4 Fees and Expenses. The Parties agree that, except as otherwise expressly provided in this Agreement, each Party shall bear and pay all costs, fees and expenses that it incurs, or which may be incurred on its behalf, in connection with this Agreement and the Transactions.

Section 9.5 Governing Law; Jurisdiction; Service of Process; WAIVER OF RIGHT TO TRIAL BY JURY. This Agreement shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law. Without limiting any Party's right to appeal any Order of the Bankruptcy Court, the Parties agree that if any dispute arises out of or in connection with this Agreement or any of the documents executed hereunder or in connection herewith, the Bankruptcy Court shall have exclusive personal and subject matter jurisdiction and shall be the exclusive venue to resolve any and all disputes relating to the Transactions. Such court shall have sole jurisdiction over such matters and the parties affected thereby and the Purchaser and the Sellers each hereby consent and submit to such jurisdiction; provided, however, that if the bankruptcy proceedings have closed and cannot be reopened, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Northern District of California and any appellate court thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. In the event any such action, suit or proceeding is commenced, the Parties hereby agree and consent that service of process may be made, and personal jurisdiction over any Party hereto in any such action, suit or proceeding may be obtained, by service of a copy of the summons, complaint and other pleadings required to commence such action, suit or proceeding upon the Party at the address of such Party set forth in Section 9.3, unless another address has been designated by such Party in a notice given to the other Parties in accordance with the provisions of Section 9.3. **THE SELLERS AND THE PURCHASER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**

Section 9.6 Further Assurances. Subject to the other provisions of this Agreement, each of the Parties hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be reasonably requested by any other Party in order to carry out the intent and purpose of this Agreement at the expense of the requesting Party; provided that this Section 9.6 shall not require any Party to take any action that is commercially unreasonable or that would result in any Liability of such Party or any of its Affiliates.

Section 9.7 Specific Performance. Each Party acknowledges that the other would be damaged irreparably in the event that this Agreement is not performed in accordance with its specific terms or is otherwise breached, and that, in addition to any other remedy that the non-

breaching Party may have under law or equity, the non-breach Party shall be entitled to seek injunctive relief to prevent breaches of the terms of this Agreement and to seek to enforce specifically the terms and provisions that are required to be performed hereunder.

Section 9.8 Entire Agreement. Except as set forth herein, this Agreement constitutes the full and entire agreement between the Parties hereto pertaining to the Transactions and supercedes all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto made by any Party.

Section 9.9 Waiver. Waiver of any term or condition of this Agreement will only be effective if in writing and will not be construed as a waiver of any subsequent breach or waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. Any delay in exercising any right under this Agreement shall not constitute a waiver of such right.

Section 9.10 Assignment. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither the Sellers nor the Purchaser may assign or otherwise transfer their respective rights and/or obligations hereunder (or agree to do so) without the prior written consent of the other Parties; provided that the Purchaser may, without the consent of the Sellers, assign or transfer any or all of its right and/or obligations hereunder to one or more of its Affiliates (it being understood that the Purchaser nonetheless shall remain liable for the performance of all of the Purchaser's obligations hereunder to the extent not performed by the assignee or any Purchaser Designee). Any assignment or other transfer not permitted under this Section 9.10 shall be null and void ab initio.

Section 9.11 Mutual Releases. Effective as of the Closing, and other than with respect to any claims pursuant to, and subject to the terms, conditions and limitations of, the terms and conditions of this Agreement, each of the Sellers and the Purchaser, on behalf of itself and each of its Affiliates, hereby releases the (i) the Purchaser and its Affiliates, and its and their current and former officers, directors, stockholders, employees, agents, representatives, attorneys, investors, parents, predecessors, subsidiaries, successors, assigns, and Affiliates, each of the foregoing in their capacity as such (the "Purchaser Released Parties") and (ii) the Sellers and its current and former officers, directors, stockholders, employees, agents, representatives, attorneys, investors, parents, predecessors, subsidiaries, successors, assigns, and Affiliates, each of the foregoing in their capacity as such (the "Sellers Released Parties"), respectively, from any and all Liabilities, actions, rights of action, contracts, indebtedness, obligations, claims, causes of action, suits, damages, demands, costs, expenses and attorneys' fees whatsoever, of every kind and nature, known or unknown, disclosed or undisclosed, accrued or unaccrued, existing at any time, in all circumstances arising at or prior to the Closing ("Causes of Action"), that such Seller or Purchaser, respectively, or any of their respective Affiliates or any of their respective successors and assigns, have or may have against any of the Purchaser Released Parties or the Sellers Released Parties, respectively; provided, however, that this Section 9.11 shall not apply to any Causes of Action arising from the fraud or willful misconduct of the Purchaser Released Parties or the Seller Released Parties, as applicable.

Section 9.12 No Third Party Beneficiaries. Except Section 9.11, with respect to which the Purchaser Released Parties and Sellers Released Parties are expressly intended third party


beneficiaries thereof, nothing in this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any Person other than the Parties hereto.

Section 9.13 Severability of Provisions. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction, and if any provision of this Agreement is determined to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable; provided that in all cases that neither the economic nor legal substance of this Agreement is affected by the operation of this sentence in any manner materially adverse to any Party. Upon any such determination that any provision of this Agreement is invalid or unenforceable, the Parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the Parties.

Section 9.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

CLEAREDGE POWER, INC.,
a California corporation


By: 
Gloria Fan
Chief Financial Officer

CLEAREDGE POWER, LLC,
a Delaware limited liability company


By: 
Gloria Fan
Chief Financial Officer


**CLEAREDGE POWER INTERNATIONAL
SERVICE, LLC,**
a Delaware limited liability company

By: ClearEdge Power, LLC,
its sole member and manager

By: 
Gloria Fan
Chief Financial Officer

DOOSAN CORPORATION,
a company organized under the laws of
the Republic of Korea

By: 
Name: James B. Bernau
Title: CEO Doosan Corp - Business Operations



[Signature Page to Asset Purchase Agreement]