

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Think Global AS

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Norwegian Company _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 15, 2011

- Assignment
- Security Agreement
- Other Asset Transfer Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Alejandro Development Limited

Street Address: Akara Bldg, 24 De Castro Street

City: Wickhams Cay 1

State: Road Town, Tortola

Country: British Virgin Islands Zip: _____

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

2,540,853 AND 3,430,168

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Charles Rodman

Internal Address: Rodman & Rodman LLP

Street Address: 10 Stewart Place - Suite 2CE

City: White Plains

State: New York Zip: 10603

Phone Number: 914-949-7210

Docket Number: GULDE/THINK & THINK

Email Address: rodrod@rodman-rodman.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 18-1743

Authorized User Name Charles Rodman

9. Signature: Charles Rodman
Signature

September 14, 2012

Date

Charles Rodman

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

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ASSET TRANSFER AGREEMENT

relating to

Think Global AS

Between

Think Global AS, its Bankruptcy Estate

And

Alejandro Developments Limited

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Schedules:

- Schedule 1 Register transcript
- Schedule 2.2a List of Machinery moved to Valmet Automotive Inc in 2009
- Schedule 2.2b Stock estimate (list attached to Think's petition for bankruptcy of 22 June 2011)
- Schedule 2.2c List of accounts receivable - only electronic version
- Schedule 2.3.4a Rental agreement
- Schedule 2.3.4b Rental agreement
- Schedule 2.3.7 Register transcripts (Norid, Patentstyret, Wipo, Internic, Tmview)
- Schedule 2.4.2 List of bank accounts with pledge specified
- Schedule 2.4.3 Parties claiming payment security charge (Nw: "salgs pant")
- Schedule 7 List of employees

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This Asset Transfer Agreement (the "**Agreement**") is entered into the 15 of July, 2011 between:

- (1) Alejandro Developments Limited, with BVI Company number 1467171, a limited liability company incorporated in British Virgin Islands (the "**Buyer**"); and
- (2) Think Global AS, its Bankruptcy Estate, org nr 997 064 291 (the "**Estate**" and together with the Buyer the "**Parties**" and each a "**Party**").

1 BACKGROUND – THE PARTIES

On 22 June 2011, bankruptcy proceedings were commenced against Think Global AS (company registration number 989 710 796) (the "**Debtor**") pursuant to the Debtor's petition filed with the Asker and Bærum District Court.

The Buyer wishes to purchase the Estate's Assets (as defined below) (the "**Transaction**").

The Estate wishes to sell all of its assets in order to secure the best possible settlement to the unsecured and secured creditors, and to enable the continued operation of the former business of the Debtor in such manner as the Buyer deems fit at its sole discretion.

Valmet Automotive Inc ("**Valmet**") and Ener1 Inc ("**Ener1**") are secured creditors (the "**Secured Creditors**") and have charges over inter alia (i) inventory and stock; (ii) machinery and plant; and (iii) Ener1 also have charge over accounts receivable, as registered with the Norwegian Register of Moveables (Nw: "**Løspåregisteret**"). A transcript from the register is attached hereto as Schedule 1. Pursuant to applicable Norwegian law, secured assets are nevertheless owned by the Debtor and subject to the Estate's seizure, pursuant to Section 2-2 of the Creditors Recovery Act (Nw: "**dekningsloven**").

The Buyer shall be entitled to nominate an investment vehicle, Electric Mobility Solutions AS, (business reg no 997 090 284), for the purchase of the Estate's Assets. In such an event, the Buyer shall continue to be party to this Agreement and will, together with the investment vehicle, on a joint and several basis remain bound by the obligations placed upon the Buyer in this Agreement.

This Agreement regulates the relationships between the Buyer, the Estate and the Secured Creditors in connection with the Transaction. The said parties acknowledge that there are additional and separate agreements regarding the Secured Assets and other business matters between the Buyer and the Secured Creditors.

2 THE ESTATE'S ASSETS

2.1 In general

Upon completion of the Transaction, the Buyer shall take over all assets owned by the Estate, hereunder any and all claims against third parties, including any claims against, loans to or receivables from Think North America Inc and Think EV UK Ltd and Think Holdings AS, and has the right to accede to all relevant agreements and licences connected to and relating to the operation of the former business of Debtor (the "**Estate's Assets**"), which, for the avoidance of doubt, excludes cash on account as of 22 June 2011 and any claims for repayment of VAT.

The Buyer does not assume or otherwise take over any debt, liability or other obligations of Think Global AS.

2.2 The Secured Assets

The Buyer shall take over all of the Estate's Assets that are secured, encumbered or subject to a charge for the benefit of the Secured Creditors (the "Secured Assets"), including the following:

- Machinery and plant
- Inventory/stock
- Accounts receivable

Upon completion of the Transaction, the Buyer shall take over the machinery and plant, including trade marks, (Nw: "driftstilbehør"), inventory/stock (Nw: "varelager"), accounts receivables (Nw: "enkle pengekrav") that are owned by the Estate.

A high level list of machinery and plant that was moved to Valmet in 2009, is attached to this Agreement as Schedule 2.2a. In addition to the listed machinery and plant there is machinery and plant at the former premises of the Debtor at Aurskog and IT Fomebu (together the "Machinery"). A high level overview of estimated stock as of the bankruptcy date (22 June 2011) is attached to this Agreement as Schedule 2.2b (the "Stock"). [A list of accounts receivable is attached as Schedule 2.2c.]

2.3 The Unsecured Assets

The Buyer purchase and take over all of the Estate's Assets that are unsecured (the "Unsecured Assets"), including the following:

2.3.1 Shares of Think North America Inc

The Buyer purchase and take over the Estates shares in Think North America Inc.

2.3.2 Shares of Think EV UK Ltd

The Buyer purchase and take over the Estates shares in Think EV UK Ltd.

2.3.3 Contracts

The Buyer is herewith granted the right to accede to and re-negotiate all and any of the contracts to which the Debtor is party, including but not limited to leasing agreements and rental agreements.

Albeit that the Buyer is granted the right to accede into, or otherwise take over, the contracts, licenses and other contractual rights of the Estate/Debtor (without any further payment to the Estate), the Buyer does not assume or otherwise take over any such contracts, or the obligations there under, by virtue of this Agreement alone, but will only do so upon separate agreements or documentation at the Buyers request and on such terms and conditions as agreed between the Buyer and the third party.

The Estate will give all reasonable assistance, at the cost of the Buyer, to the Buyer in having such contracts assigned, and will sign such agreements and/or other documents as are necessary for such transfer.



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2.3.4 *Property rental agreements*

The Buyer will not accede to/take over the property rental agreements for the Debtors premises in Rolfsbuktheven 4, 1364 Fornebu and Aurskog (gnr 176, bnr 10 and 27 in Aurskog Høland), and the Buyer do consequently not have or take on any responsibility towards the lessors or the Estate for the said agreements.

Pursuant to section 7-10 of Creditors Recovery Act section the Estate is, in order not to subrogate into the rental agreements, required to file notice of non-subrogation with the lessor no later than 20 July 2011.

The Estate has entered a short-time contract with the Lessor at Fornebu ending 31 July 2011. The Buyer agrees to remove all Machinery and Stock from the premises no later than 31 July 2011.

The Estate and the lessor of Aurskog have agreed on a waiver of rent until 18 July 2011 at 16:00. The Buyer agrees to remove all Machinery and Stock within the said time. Any extension of the period of hire after the said date shall be the responsibility of the Buyer and any cost relating to such extension shall be paid by the Buyer.

2.3.5 *Licences*

The Buyer is herewith granted the right to accede to/be assigned all public and private licences granted to Debtor (if any).

2.3.6 *Telephone numbers, communication*

The Buyer is herewith granted the right to accede to all subscription agreements for telephone numbers, communication etc, including data communication.

2.3.7 *Company name and domain names*

The Buyer is herewith granted the right to accede to/be assigned the company name "Think Global AS".

The Buyer is herewith granted the right to accede to/be assigned the domain names. Transcripts regarding trade marks and domain names are enclosed in Schedule 2.3.7.

2.3.8 *Assignability, the Estate's assistance etc.*

In respect of the Buyer's efforts to be assigned or accede to contracts, licences etc. as set forth in this Clause 2.3, this only applies to the extent that the relevant agreements are assignable. The Estate cannot guarantee that the Buyer will be able to accede to/assume the rights of the Debtor, nor can the Estate guarantee that the lessors accept the Buyer as new tenant pursuant to Clause 2.3.4 above if the Buyer at a later stage decides to request a continued contract for the said premises.

However, upon written request from the Buyer, the Estate will provide the Buyer with reasonable assistance. Such assistance shall be for the cost of the Buyer.

2.4 **Excluded Assets**

2.4.1 *General*

The Transaction does not comprise any equipment/assets which (I) may be validly claimed returned (or paid) pursuant to a payment security charge (Nw: "salgs pant"), or (II) are not owned by the



Estate (e.g. leased or hired equipment) (jointly, the "Excluded Assets"), even though the Excluded Assets may have been used by the Debtor and are essential for Operations.

2.4.2 Certain Excluded Assets

Without prejudice to the generality of Clause 2.4.1 above, the following are included in the Excluded Assets, and consequently not part of the Transaction:

- a) Pursuant to the agreement between the Debtor and Valmet of August 2009 some newly invested model-related tooling and transport racks were not owned by the Debtor. Valmet is also presumed to be the owner of structure investments and standard packaging material;
- b) Fixtures, cables and other fixed installations (jointly the "Fixtures") in the premises in Rolfsbuktvælen 4, 1364 Fornebu and Aurskog (gnr 176, bnr 10 and 27 in Aurskog Høland) are owned by the respective lessors;
- c) Cars that are pledged to Santander Consumer Bank AS, cf. Schedule 1;
- d) Cash and cash on bank accounts as of 22 June 2011 (incl accounts pledged to Ener 1 Inc, pursuant to schedule 2.4.2 or any other accounts of the Debtor) and claims for repayment of VAT;
- e) Ener 1's pledge in the Debtor's bank accounts in DnB NOR Bank ASA and Aurskog Sparebank as set out in schedule 2.4.2 and any other bank accounts in said banks are herewith transferred to the Estate without any compensation due to Ener 1 Inc.

2.4.3 Handling of Excluded Assets

The Buyer shall handle all assertions of payment security charges (*Nw*: "salgs pant"). A non exhaustive list of parties that have claimed to hold payment security charges is included in Schedule 2.4.3.

If a valid payment security charge exists in any Secured Assets or Unsecured Assets, the Buyer shall take appropriate action, either by returning the assets encumbered with said security charge or by entering into an agreement with the party holding such rights regarding a purchase of the encumbered assets. Any claims relating to payment security charges shall be irrelevant to the Estate, who shall have no risk or responsibility related to such claims.

The Buyer shall also handle assertions of sales liens in the Stock

The above applies equally to other Excluded Assets used by the Debtor, but not owned by the Debtor.

The Estate will provide the Buyer with all reasonable assistance, at the Buyer's cost, in order to defend the Buyer's ownership of the Estate Assets against claims from alleged security holders, including granting and using the rights the Estate has in relation to extinguishing such security rights to the extent it was extinguished, invalid or able to be declared invalid by the Debtor/Estate upon the bankruptcy.

For the avoidance of doubt, this Clause 2.4.3 applies both to Secured Assets and Unsecured Assets.

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2.5 Purchase "as is"

The Estate's Assets are sold to the Buyer in such condition and volume they are in at the Transfer Date ("as is").

The Buyer is aware that the Estate does not hold any information on the condition, volume or location of the individual objects that form part of the Estate's Assets. The Buyer, however, has carried out due diligence and other reasonable investigations in order to assess the value and general condition of the Estate's Assets, and has acquired reasonable knowledge on such value and general condition.

The Buyer assumes all risk in the event that the Estate's Assets, as they are delivered to the Buyer on the Transfer Date are defective, incomplete or missing in relation to the Buyer's expectations. The Estate has no responsibility or liability for any defects and/or incompleteness of any kind, legal or factual.

For the avoidance of doubt, this Clause 2.5 applies both to Secured Assets and Unsecured Assets.

3 COMPLETION OF THE TRANSACTION

The Transaction shall be completed on 20 July 2011, or such later date as the following conditions are fulfilled (the "Transfer Date"):

- (i) Payment as set out in Clause 4 for the Unsecured Assets has been received by the Estate on bank account as set out in Clause 4.2.2;
- (ii) Signing of this Agreement by the Secured Creditors and the Estate has received written confirmation from Valmet stating that they have received the first instalment under the agreement with the Buyer;
- (iii) Ener1 has signed the statements of transfer and assignment of Ener1's pledge in the Debtor's bank accounts in DnB NOR Bank ASA and Aurskog Sparebank and any other bank accounts in said banks to the Estate; and
- (iv) Buyer and Ener1 has entered into and finalized a battery supply agreement (the "Supply Agreement") on July 19 2011 or earlier date.

If the conditions stated above have not been fulfilled by 22 July 2011 3:00 PM this Agreement may be terminated by the Estate, without any compensation of any kind due to the Buyer from the Estate.

Immediately following the fulfilment of the conditions stated above, the Estate shall provide the Buyer with the following:

- (i) Share certificates of Think North America Inc and Think EV UK Limited;
- (ii) Signed statement from the Estate confirming the asset transfer to the Buyer; and
- (iii) Schedule 2.2c and schedule 7.

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4 CONSIDERATION - PAYMENT

4.1 Consideration

As consideration for the Estate's Assets (the "**Consideration**"), the Buyer shall pay the following on the Transfer Date:

- (I) For the Secured Assets, a part of the Consideration (the "**Secured Consideration**") to be paid directly to the Secured Creditors in accordance with separate agreements between the Buyer and the Secured Creditors.
- (II) For the Unsecured Assets, NOK 5.5 million (the "**Unsecured Consideration**") to be paid to the Estate.

4.2 Payment

4.2.1 *The Secured Consideration*

In principle, the Estate is entitled to the Consideration as the seller of the Estate's Assets, but pursuant to the Secured Creditor's charges, the Secured Consideration shall be paid directly to the Secured Creditor. On the Transfer Date the Buyer shall present the Estate with a statement from the Secured Creditors to the effect that they have been satisfied in respect of the Secured Consideration and the Secured Creditors shall sign this Agreement as confirmation of their consent and confirmation of their release of any and all of their securities, charges and other encumbrances against the Estate Assets.

4.2.2 *The Unsecured Consideration*

The Unsecured Consideration is payable on the Transfer Date to the Estate in NOK to Think Global AS, its bankruptcy, to the client account of Advokatfirmaet Thommessen AS:

IBAN: NO22 5001 0537 964

Swift: DNBANOKK

DnB NOR Bank ASA

NO - 0021 Oslo

Payment should contain reference: 412048-002/JORO.

4.2.3 *No transfer of ownership prior to payment of Consideration*

The Parties agree that no transfer of ownership (nor any pledge transfer pursuant to Clause 2.4.2 above) shall occur prior to the Consideration having being paid in full.

4.3 Value Added Tax

The Parties assume that no value added tax shall apply in respect of the Transaction, as it is a transfer of a going concern, cf. Paragraph 16 (2) no. 6 of the Norwegian Value Added Tax Act (Nw: "*merverdavgiftsloven*").

Notwithstanding, if the tax authorities submit claims for value added tax in connection with the Transaction, the Buyer is liable for paying such amounts to the Estate so that the Estate can settle the tax/VAT claim on the due date.

4.4 Ownership and charges

The Buyer shall become owner of the Estate's Assets only upon fulfillment of conditions as set out in Clause 3. The Parties consequently specifically agree that no transfer of ownership (nor any transfer of account pledges (pursuant to Clause 2.4.2 above) shall occur prior to the Consideration having being paid in full.

For the avoidance of doubt, the Buyer understands that the Secured Assets are subject to a pledge/charge with the Secured Creditor, and the Secured Creditor will retain its security in the Secured Assets until payment of the Consideration to be made on the Transfer Date is made in full. The Buyer and the Secured Creditors will, independently of this Agreement, agree on the procedures to cancel the existing charges over the Secured Assets, after a full and satisfactory settlement of the Consideration pursuant to this Agreement.

5 COMPLETION OF ESTATE

In connection with the Estate's book-keeping and completion of its accounts, as well as other relevant tasks related to the bankruptcy proceedings in respect of the companies that were in the same group as the Debtor, the Buyer undertakes during the period of the Estate to place at the disposal of the Estate, free of charge:

- Documentation relating to Debtor to the extent deemed necessary by the Estate and which may be reasonably obtained by the Buyer;
- Necessary office facilities for the Estate administrator (Nw: "bostyrer") and his representatives,
- Reasonable personnel resources to assist the Estate in its work; and
- Premises (archives) for storage of the Estate's accounts for a period determined by the Estate under prevailing law. Said accounts shall be filed and stored in a manner that is reasonable to the Buyer. The Buyer shall also undertake to shred said accounts (and cover related costs related thereto) upon the Estate administrator's instructions (if applicable when the administration in bankruptcy is concluded).

If the Buyer's employees and/or advisers incur more than 150 hours of work with regard to the above obligations, the Buyer shall be entitled to require appropriate payment with respect to the exceeding work, provided, however, that such entitlement is conditional upon the Buyer notifying the Estate in writing when 100 hours of work have been reached. The Estate shall be entitled to find alternative arrangements as appropriate with regard to the above obligations.

6 GOVERNMENT CHARGES, TAXES ETC.

Any government charges, taxes etc. or private charges (such as any stamp duty/transfer tax, registration tax etc.) which may be levied on any of the Parties directly or indirectly in connection with the Transaction shall in their entirety be paid by the Buyer.

The Buyer undertakes to execute, and carry all risk, both legal and factual for, any notification, advance approval or other permit from any public authority that may be necessary in order for the

Agreement to be lawfully fulfilled, including but not limited to competition filing and other regulatory filings.

7 EMPLOYEES

The employment of all the Debtor's employees was terminated by the Estate upon opening of bankruptcy. A list of the employees is included in Schedule 7.

The Buyer will use its best efforts to retain as many of the Debtors employees as possible.

8 DEFECTS, REMEDIES FOR BREACH OF CONTRACT

8.1 With respect to the Estate

The Buyer acknowledges that the Estate has no knowledge of the quality, quantity, standard or condition of any of the Estate's Assets and also very limited knowledge of the legal situation, cf. Clause 2.5.

Further, as the Buyer takes over the Estate's Assets in such condition they are in at the time of the Transaction ("as is"), the Buyer hereby irrevocably and unconditionally waives the right to make any claim against the Estate for any actual defects or other deficiencies whatsoever relating to the Estate's Assets, regardless of whether such claims are based on contract or law.

The Buyer and the Secured Creditors fully understand that while the Estate is the formal seller of the Secured Assets, the Estate does not receive any part of the Secured Consideration. Any claims for factual or legal deficiencies etc. pertaining to the Secured Assets shall therefore be directed against the Secured Creditor, including but not limited to law suits. The Secured Creditor accepts to assume all responsibilities as the defendant in any such action by the Buyer, in lieu of the Estate. Claims relating the Secured Assets may not under any circumstances be directed against the Estate.

The Buyer and the Secured Creditors fully acknowledge and accept that the Estate is not bound by this Agreement until both the Secured Creditors has given their consents by co-signing to the Agreement and that the Estate cannot be held liable with regard to any non-consent from a Secured Creditor. The Buyer unconditionally and irrevocably undertakes to refrain under any circumstances from filing for super priority bankruptcy (Nw: "massekonkurs") against the Estate.

8.2 With respect to the Buyer

Any delay of payment constitutes material breach of contract which gives the Estate the right, on its sole discretion, to terminate this Agreement.

Any delayed payment on the part of the Buyer pursuant to this Agreement will be charged with penalty interest based on the prevailing rate of penalty interest as provided by the Act on Overdue Payments, currently at 9.00% pa.

If the Buyer is in breach of their obligation to pay the Consideration under this Agreement the Estate is entitled to sell Secured Assets and Unsecured Assets to a third party at the sole discretion of the Estate. The Estate will have the right to claim the margin between the Consideration and the purchase price obtained in the resale from the Buyer in addition to interests on the Consideration.

9 MISCELLANEOUS

9.1 Confidentiality - Disclosure

The contents of this Agreement shall be kept confidential, save for information to public authorities and other third parties to the extent necessary to be able to implement the Agreement or as required by law.

Notwithstanding, the Parties acknowledge that a certain disclosure of the Agreement is necessary, including publishing statements in relevant markets in order to reassure suppliers etc.

9.2 No right of rescission or termination

After completion of the Transaction neither of the Parties will have any right to rescind, terminate or otherwise require the reversal of any transactions contemplated hereby, for any reason.

9.3 Notices

Notices are to be sent via e-mail:

- To the Buyer, represented by Alexey Bykov: abykov@latum.ru;
- To the Estate, represented by the administrator Jo Rodin: jro@thommessen.no, with a copy to his@thommessen.no;
- To Valmet, represented by Ilpo Korhonen: ilpo.korhonen@valmet-automotive.com;
- To Ener1, represented by Charles Gassenhelmer: cgassenhelmer@ener1.com.

9.4 Amendments

This Agreement may be amended only by a written agreement executed by the Parties hereto, and consented to, in writing, by the Secured Creditors.

9.5 Headings

The headings in this Agreement are for convenience only and shall not be taken into account when interpreting this Agreement.

9.6 Governing law and legal venue

This Agreement is governed by Norwegian law with Asker and Bærum District Court (Nw: "Asker og Bærum tingrett") as exclusive legal venue.

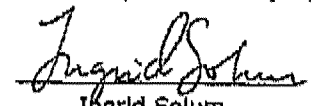
* * *

The Agreement is issued in four original copies, one for each of the Parties, and one for each of the Secured Creditor.

Alejandro Developments Limited

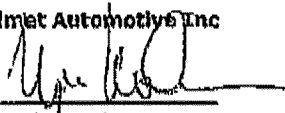

 Alexey Bykov,
 pursuant to Power of Attorney

Think Global AS, its Bankruptcy Estate

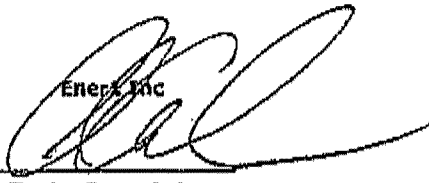

 Ingrid Solum,
 pursuant to Power of Attorney

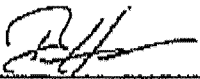
Subject to the Consideration being paid in accordance with the terms of this Agreement, the Secured Creditors, accepts this Agreement (including choice of law and venue) and undertake to comply with the obligations herein.

Valmet Automotive Inc


Ilpo Korhonen

Energ Inc


Charles Gassenheimer


Risto Hukkanen
Valmet Automotive Inc.
Co-signer



