

**IN THE COURT OF COMMON PLEAS
DELAWARE COUNTY, OHIO**

POLARIS AMERICA, LLC,

Plaintiff,

v.

ARGOSY WIND POWER, LTD, et al.,

Defendants.

412
299-304

CASE NO. 12-CVC-05-619

JUDGE W. DUNCAN WHITNEY

**FINAL JUDGMENT AND INJUNCTION
BY CONSENT**

COMMON PLEAS COURT
 DELAWARE COUNTY, OHIO
 FILED
 2013 FEB 19 AM 11:19
 JAN ANTONOPLOS
 CLERK

Plaintiff Polaris America, LLC and Defendants Argosy Wind Power, Ltd., Gerard J. Sposato, John C. Rexford, Michael A. Paramore, Michael R. Dorsten, Michael E. Ruhl, and Subin Sethuram (collectively, the “Argosy Defendants”), having settled their differences with respect to the matters in dispute raised by Plaintiff’s Complaint, therefore, upon the consent of the Parties acting through their lawyers, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. This Court has jurisdiction over the Parties hereto and over the subject matter at issue. Furthermore, to the extent any dispute arises under the terms of this Final Judgment and Injunction by Consent, the Court will maintain jurisdiction with respect to any such dispute.

2. Without admitting liability under the claims set forth in the Complaint, the Argosy Defendants and all persons in active concert or participation with them who receive actual notice of this Final Judgment and Injunction By Consent are hereby enjoined from doing any of the following:



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TERMINATION CODE 7

- a. Purchasing a Sicmemotori model SWcn 450-30-470 generator with a rated power of 53 KW, a nominal current of 85A and a nominal voltage of 427 VAC until November 30, 2014.
- b. Selling any wind turbines containing a Sicmemotori model SWcn 450-30-470 generator with a rated power of 53 KW, a nominal current of 85A and a nominal voltage of 427 VAC until November 30, 2014.
- c. Selling any wind turbines that utilize two sensor switches to position the wind turbines into the wind until November 30, 2014.
- d. Selling any wind turbines that use one of the sensor switches to count the number of teeth on the main slewing gear as the wind turbine rotates until November 30, 2014.
- e. Selling any wind turbines that utilize three as the maximum number of cable twists allowed until November 30, 2014.
- f. Selling any wind turbines containing a single phase four quadrant active front end in any single phase grid wind turbine until September 1, 2013.
- g. Selling any wind turbines that use the combination of a blade pitch angle of -0.75° and a starting speed command of 27.0230 in a three phase four quadrant power grid system until November 30, 2014.
- h. Utilizing Smart Power System, Inc. as a supplier for anything related to any single phase grid wind turbine they may develop until November 30, 2014.
- i. Selling any wind turbines that use the PLC control logic written for Polaris until November 30, 2014.

- j. Selling any wind turbines using a Lufft V200A Ultrasonic Anemometer until November 30, 2014.
- k. Selling any wind turbines that control the wind sensor of the turbine by using voltage until November 30, 2014.
- l. Selling any wind turbines that utilize the assembly method for installation of the wind sensor shown in Exhibit "A" attached hereto until November 30, 2014.
- m. Selling any 50KW wind turbines that use a pitch angle of -0.75° with 16.5 meter rotors until November 30, 2014.

3. All relief for misappropriation of trade secrets, tortious interference with a business relationship, and civil conspiracy requested by Plaintiff Polaris America, LLC in its Complaint filed on May 31, 2012 and not otherwise expressly granted in paragraph 2 above is denied. Nothing contained herein shall prohibit the Argosy Defendants from making, using, or selling wind turbines having specifications other than as set forth in paragraph 2 above. By signing this agreement, Plaintiff Polaris America, LLC hereby acknowledges that the Argosy Defendants intend to make, use, and/or sell to third parties wind turbines having specifications other than as set forth in paragraph 2 above.

4. Plaintiff Polaris America, Inc. and Defendant Argosy Wind Power, Ltd. hereby mutually release and forever discharge the other from any and all claims, counterclaims, demands, damages, losses, suits, liabilities, rights, court costs, attorney's fees, actions and causes of action of any nature whatsoever, now or hereinafter existing, known or unknown, which has occurred in whole or in part, from the beginning of time up to and immediately preceding the moment of the execution of this Final Judgment and Injunction by Consent. Defendant Argosy

Wind Power, Ltd. acknowledges and agrees that this release is not intended to and does not release any claim relating to the performance of the injunction set forth in paragraph 2 above.


5. Defendants' counterclaims are hereby dismissed without prejudice.
6. No bond shall be required.
7. No damages shall be awarded to either party.
8. Each party shall bear its own costs and attorney fees.
9. There shall be no appeal herefrom.

IT IS SO ORDERED.

DATED: 2/19/13



Judge W. Duncan Whitney

This document sent to each attorney/party by:	
<input checked="" type="checkbox"/>	ordinary mail
<input type="checkbox"/>	fax
<input type="checkbox"/>	attorney mailbox
<input type="checkbox"/>	certified mail
Date: <u>2/21/13</u>	By: 

STIPULATION

IT IS HEREBY STIPULATED, by and between the Parties to the within action, that the foregoing Final Judgment and Injunction By Consent may be presented to the Court for approval and, when approved and signed by the Court, may be entered herein, all without further notice, and each party waives all rights to seek review by appeal or otherwise therefrom.

AGREED:

By: /s/ John T. Wiedemann
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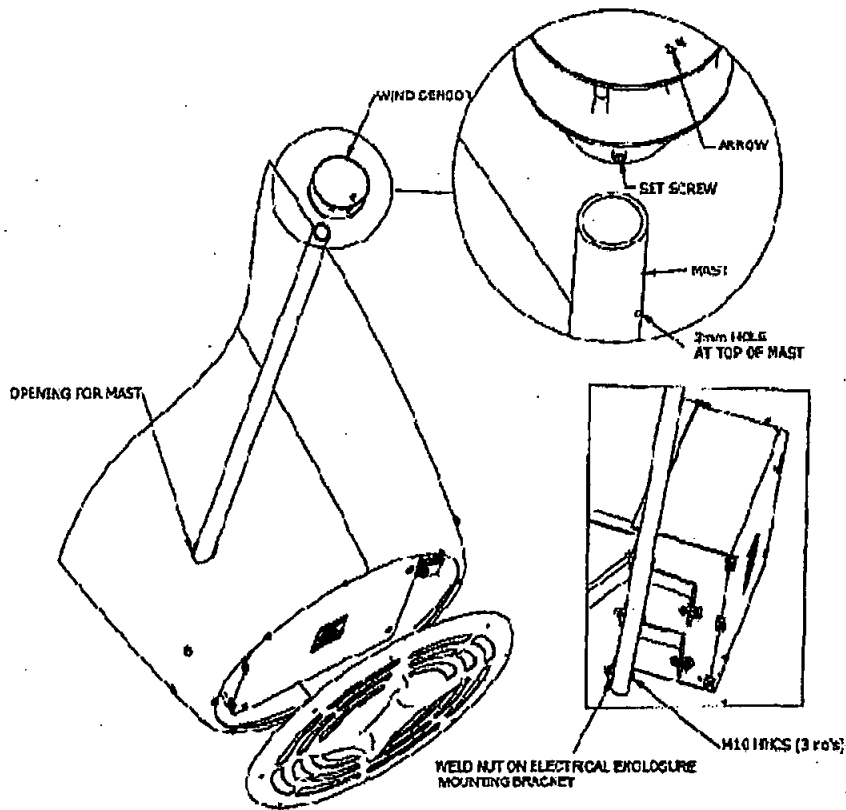
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9. INSTALLATION OF THE WIND SENSOR



1. Remove the Fiberglass grill from the rear of the nacelle housing.
2. Place the top of the sensor mast at the left side opening at the top of the nacelle housing.
3. Raise the mast guiding it through the opening (As shown).
4. Lower the mast holes match with weld nut on electrical enclosure mounting bracket (Already M10 nut welded in electrical enclosure mounting bracket)
[Important: Align the predrilled 3mm hole in the upper part of the mast directly to the rear of the nacelle.]
5. Secure the mast by fastening the (3) lower M10 hex head cap screws.
6. Uncoil the Sensor Cable and insert it into the bottom of the sensor mast.
7. Slide the cable up through the mast until the connector is hanging out of the top of the mast. A string or light wire of approximately 10 feet may be used to pull the cable up.

Form #QF131

25 of 84

REV. A

