

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	
)	Chapter 11
AGERA ENERGY LLC, et al., ¹)	
)	Case No. 19-23802 (RDD)
Debtors,)	(Jointly Administered)
)	
AGERA ENERGY LLC,)	
)	
Plaintiff,)	Adv. Proc. No. 19-08554 (RDD)
)	
v.)	
)	
SUNWAVE USA HOLDINGS, INC.,)	
)	
Defendant.)	

STIPULATION AND ORDER OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned counsel for Plaintiff Agera Energy LLC (“Agera”) and Defendant Sunwave USA Holdings, Inc. (“Sunwave”), pursuant to Fed. R. Civ. P. 41(a)(2) made applicable pursuant to Fed. R. Bankr. P. 7041, as follows:

1. The above-captioned adversary proceeding is hereby dismissed without prejudice and with each party to bear such party’s own costs and fees associated with the adversary proceeding.

¹ The Debtors, together with the last four digits of each Debtor’s federal tax identification number, are: Agera Energy LLC (8122); Agera Holdings, LLC (3335); energy.me midwest llc (9484); Aequitas Energy, Inc. (7988); Utility Recovery LLC (4351); and Agera Solutions LLC (8749). The location of the Debtors’ corporate headquarters and the service address for all Debtors is 555 Pleasantville Road, S-107, Briarcliff Manor, NY 10510.

2. Through June 17, 2020, Sunwave shall abide by the terms of the non-solicitation clause set forth in the non-disclosure agreement between Stifel, Nicolaus & Company, Incorporated and Sunwave, dated June 13, 2019 (the "Agreement"), which states in full:

In consideration of the Evaluation Material being furnished to you, you agree that, without the prior written consent of the Company, for a period of two years from the date hereof you will not, directly or indirectly, (i) solicit any person or employee whom you know or have a reasonable basis to know is an employee of the Company; or (ii) solicit for employment or employ any person employed by the Company with whom you had contact or who became known to you during your evaluation of the Company; provided, however, that the foregoing provision will not prevent you from employing any such person who contacts you on his or her own initiative without any direct or indirect solicitation by or encouragement from you, and provided further that general advertisements and other similar broad forms of solicitation shall not constitute direct or indirect solicitation hereunder.

Nothing in this Stipulation and Order of Dismissal otherwise modifies the Agreement.

3. This Stipulation and Order of Dismissal may be executed in counterparts, which, when taken together, shall constitute the entire Stipulation and Order of Dismissal, and that signatures by facsimile and electronic mail should be considered by the Court the same as original signatures.

McDERMOTT WILL & EMERY

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*Proposed Counsel to the Debtors and Debtors
in Possession*

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*Attorneys for Defendant Sunwave USA
Holdings, Inc.*

SO ORDERED:

The Honorable Robert D. Drain
United States Bankruptcy Judge

Dated: February ____, 2020
White Plains, New York