

PUBLIC VERSION

UNITED STATES INTERNATIONAL TRADE COMMISSION

Washington, D.C.

In the Matter of

**CERTAIN SINTERED RARE EARTH
MAGNETS, METHODS OF MAKING
SAME AND PRODUCTS CONTAINING
SAME**

Inv. No. 337-TA-855

**ORDER NO. 113: INITIAL DETERMINATION GRANTING JOINT MOTION TO
TERMINATE THE INVESTIGATION BASED ON SETTLEMENT
AGREEMENT AS TO NINGBO JINJI STRONG MAGNETIC
MATERIAL CO., LTD.**

(May 28, 2013)

On May 17, 2013, Hitachi Metals, Ltd. and Hitachi Metals North Carolina, Ltd. (collectively, “Hitachi Metals”) and Respondent Ningbo Jinji Strong Magnetic Material Co., Ltd. (“Respondent”) filed a joint motion (855-121) to terminate the Investigation as to Respondent based on a settlement agreement.¹ On May 24, 2013, the Commission Investigative Staff (“Staff”) filed a response in support of the joint motion. No other responses were received.

The Commission’s Rules provide that “[a]ny party may move at any time for an order to terminate an investigation in whole or in part as to any or all respondents on the basis of settlement, a licensing or other agreement” 19 C.F.R. § 210.21(a)(2); *see also Certain Organizer Racks and Prods. Containing Same*, Inv. No. 337-TA-466, Order No. 7 at 2 (Feb. 19, 2001). In the instant proceeding, the motion to terminate is based upon a Settlement Agreement, which appears to resolve the dispute between Hitachi Metals and Respondent. A copy of said agreement is attached hereto as Exhibit 1. Consistent with 19 C.F.R. § 210.21(b)(1), Hitachi

¹ In accordance with Commission Rule 210.21(b), Hitachi Metals and Respondent filed a public version of the settlement agreement on May 17, 2013.

Metals and Respondent state that the Settlement Agreement “reflects the entire and only agreement between them relating to the subject matter of this Investigation. The parties have not entered into any other agreements, written or oral, express or implied, concerning the subject matter of this Investigation.” (Mem. at 1-2.)

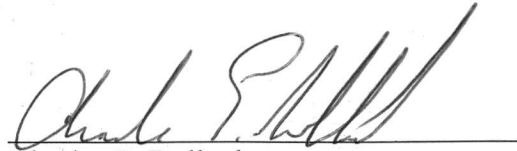
In any initial determination terminating an investigation by settlement agreement or consent order, the administrative law judge is directed to consider and make appropriate findings regarding the effect of the proposed settlement on the public health and welfare, competitive conditions in the United States economy, production of like or directly competitive articles in the United States, and United States consumers. 19 C.F.R. § 210.50(c)(2)(ii); *see also* 19 C.F.R. § 210.50(b)(2). Hitachi Metals and Respondent assert that “[i]t is in the interest of the public and administrative economy to grant this motion” because “Commission policy and the public interest generally favor settlements.” (Mem. at 2.) Staff agrees, stating: “[T]he Staff believes that there are no public interest concerns weighing against termination of this investigation as to Ningbo Jinji based on the Settlement Agreement.” (Staff Resp. at 4.) The undersigned agrees that termination of this Investigation does not impose any undue burdens on the public health and welfare, competitive conditions in the United States economy, production of like or directly competitive articles in the United States, or United States consumers.

Accordingly, it is the undersigned’s Initial Determination that the joint motion (855-121) to terminate this Investigation with respect to Respondent Ningbo Jinji Strong Magnetic Material Co., Ltd. based on a settlement agreement be GRANTED. This Initial Determination, along with supporting documentation, is hereby certified to the Commission.

Pursuant to 19 C.F.R. § 210.42(h), this Initial Determination shall become the determination of the Commission unless a party files a petition for review of the Initial

Determination pursuant to 19 C.F.R. § 210.43(a), or the Commission, pursuant to 19 C.F.R. § 210.44, orders, on its own motion, a review of the Initial Determination or certain issues herein.

SO ORDERED.

A handwritten signature in black ink, appearing to read "Charles E. Bullock", written over a horizontal line.

Charles E. Bullock
Chief Administrative Law Judge

Exhibit 1

EXECUTION VERSION

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Agreement**”) is made and entered into as of May 14, 2013 (the “**Effective Date**”), by and between Hitachi Metals, Ltd., a Japanese corporation (“**HML**”), and Ningbo Jinji Strong Magnetic Material Co., Ltd., a Chinese corporation (“**Ningbo Jinji**”). HML and Ningbo Jinji are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, HML owns certain patents and patent applications covering sintered Nd-Fe-B magnets and methods and processes for their manufacture;

WHEREAS, HML and Ningbo Jinji are engaged in litigation now pending before the U.S. International Trade Commission (“**ITC**”), entitled *In the Matter of Certain Sintered Rare Earth Magnets, Methods of Making Same and Products Containing Same*, Inv. No. 337-TA-855 (the “**Action**”), in which HML has alleged that Ningbo Jinji infringes certain HML patents by its manufacture, offer for sale and sale of certain sintered Nd-Fe-B magnets, and Ningbo Jinji has denied such infringement; and

WHEREAS, HML and Ningbo Jinji desire to amicably resolve their differences and to dismiss the Action as against Ningbo Jinji as a respondent thereunder, pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and mutual promises, terms and conditions set forth herein, the Parties agree as follows:

1. DEFINITIONS; INTERPRETATION

1.1 **Defined Terms.** Defined terms, when used in this Agreement, shall have the meaning ascribed thereto in this Section 1.1 or elsewhere in this Agreement.

1.1.1 “**Affiliate**” means, with respect to any Person, any other Person that controls, is controlled by or is under common control with such first Person, but only for such time as control exists during the term of this Agreement. For this purpose, control of a Person means possession, directly or indirectly, of more than fifty percent (50%) of the total aggregate Voting Power of such Person.

1.1.2 “**Business Day**” means a day on which banks are open for business in Beijing, China and Tokyo, Japan.

1.1.3 “**Change in Control**” means a transaction or series of related transactions in which any of the following occurs after the Effective Date: (a) Ningbo Jinji consolidates or merges with or into a Third Party; (b) a Third Party becomes, or has the right to become, the

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beneficial owner, directly or indirectly, of more than fifty percent (50%) of the total aggregate Voting Power of Ningbo Jinji or otherwise acquires or obtains the right to control or direct the business affairs of Ningbo Jinji; or (c) Ningbo Jinji sells, assigns, conveys, transfers, leases or otherwise disposes of to a Third Party all or a substantial portion of its assets or a business unit or division to which this Agreement pertains.

1.1.4 "China" or "PRC," for the purposes of this Agreement, means the mainland of the People's Republic of China, excluding the Hong Kong and Macau Special Administrative Regions and Taiwan.

1.1.5 "Dollars" or "\$" means lawful money of the United States of America in immediately available funds.

1.1.6 "HML Japanese Patents" means (a) the Japanese patents and patent applications relating to Ningbo Jinji Products, but excluding Dy diffusion and Dy-saving related technology and HILOP™ (Hitachi Low Oxygen Process) technology, listed in Exhibit A hereto, together with (b) any and all Japanese patents issuing from patent applications listed in Exhibit A and from patent applications from which the patents and patent applications listed in Exhibit A claim priority, (c) any Japanese patent issuing on any Japanese patent application having a first effective filing date no later than [REDACTED], with respect to which HML and/or any of its Affiliates holds all rights, title and interest, relating to Ningbo Jinji Products, but excluding Dy diffusion and Dy-saving related technology and HILOP™ (Hitachi Low Oxygen Process) technology, and (d) any and all Japanese continuations, divisionals, continuations-in-part, reissues, extensions, renewals, and results of oppositions, reexaminations, supplemental examinations and other review procedures, of any of the foregoing and patents issuing therefrom.

1.1.7 "HML Patents" means (a) the patents and patent applications relating to Ningbo Jinji Products, but excluding Dy diffusion and Dy-saving related technology and HILOP™ (Hitachi Low Oxygen Process) technology, listed in Exhibit B hereto, together with (b) any and all patents issuing from patent applications listed in Exhibit B and from patent applications from which the patents and patent applications listed in Exhibit B claim priority, (c) any and all continuations, divisionals, continuations-in-part, reissues, extensions, renewals, and results of oppositions, reexaminations, supplemental examinations and other review procedures, of any of the foregoing and patents issuing therefrom, and (d) any and all foreign counterparts of the foregoing. Notwithstanding the foregoing, in no event shall HML Patents include any Japanese patents or patent applications.

1.1.8 "Legal Proceeding" means any lawsuit or any other civil or administrative proceeding, or the making of any claim or counterclaim of any kind in or to any court, tribunal, agency or governmental entity.

1.1.9 [REDACTED]

1.1.10 "Payment Period" means [REDACTED]

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1.1.11 "Person" means any person or entity, whether an individual, corporation, partnership, limited partnership, limited liability company, trust, foundation, unincorporated organization, business association, firm, joint venture or other legal entity.

1.1.12 "Related Patents" means (a) any patent issuing on any patent application having a first effective filing date no later than [REDACTED] with respect to which HML and/or any Affiliates directly or indirectly owned or controlled by HML hold all rights, title and interest, relating to magnetically anisotropic sintered permanent magnet bodies comprising a specified intermetallic compound with a tetragonal crystal structure based on a Nd-Fe-B ternary system as a main constituent or any method and processes related to the manufacture, testing and assembly thereof, but excluding Dy diffusion and Dy-saving related technology and HILOP™ (Hitachi Low Oxygen Process) technology, together with (b) any and all continuations, divisionals, continuations-in-part, reissues, extensions, renewals, and results of oppositions, reexaminations, supplemental examinations and other review procedures, of any of the foregoing and patents issuing therefrom, and (c) any and all foreign counterparts of the foregoing. Notwithstanding the foregoing, in no event shall Related Patents include any Japanese patents or patent applications.

1.1.13 "Ningbo Jinji Plants" means the manufacturing facilities owned by Ningbo Jinji and/or its Affiliate and listed in Exhibit C hereto, as the same may be amended by mutual written agreement of the Parties to reflect any change in the name and/or location of such manufacturing facilities as listed in Exhibit C or supplemented by mutual written agreement of the Parties to add one or more additional manufacturing facilities to Exhibit C.

1.1.14 "Ningbo Jinji Products" means finished products manufactured (inclusive of completion of machining and surface treatment) by Ningbo Jinji constituting any magnetically anisotropic sintered permanent magnet bodies comprising a specified intermetallic compound with a tetragonal crystal structure based on a Nd-Fe-B ternary system as a main constituent, which magnet or whose manufacturing process is covered by one or more Valid Claims of any of the HML Patents or Related Patents in the Territory where or to which such products are manufactured, used, sold or shipped. The "Ningbo Jinji Products" shall not be deemed to include any raw material or semi-finished products thereof having different shapes from those of the final usage or having different properties from those of the final permanent magnet. [REDACTED]

1.1.15 "Sales Revenue" means [REDACTED]

1.1.16 "Territory" means worldwide, except for Japan.

1.1.17 "Third Party" means a Person other than a Party or its Affiliates.

1.1.18 "**Valid Claim**" means an issued claim of an issued patent within the HML Patents or Related Patents which has not (a) expired, (b) been declared invalid by an unappealable or unappealed decision of a court or other appropriate body of competent jurisdiction, or (c) been admitted by HML to be invalid or unenforceable through reexamination, reissue, disclaimer or otherwise.

1.1.19 "**Voting Power**" means the possession of sufficient voting power to control the election of directors or similar managing authority of a Person (whether through direct or indirect beneficial ownership of shares or securities of such Person or otherwise).

1.2 **Interpretation.**

1.2.1 **Certain Terms.** The words "hereof," "herein," "hereunder," and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "including" is not limited and means "including without limitation." For purposes of this Agreement the term "sale" shall include the sale, lease, and other disposition and the term "use" shall include the practice of any process or method. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

1.2.2 **Section References: Titles and Subtitles.** Unless otherwise noted, all references to Sections and Exhibits herein are to Sections and Exhibits of this Agreement. The titles, captions, and headings of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

1.2.3 **No Construction Against Drafter.** Because each Party has participated in drafting, reviewing and editing the language of this Agreement, no presumption for or against either Party arising out of drafting all or any part of this Agreement shall be applied in any Legal Proceeding whatsoever.

2. **RELEASE**

2.1 [REDACTED]

2.1.1 [REDACTED]

2.1.2 [REDACTED]



[Redacted]

2.2

[Redacted]

3. NON-ASSERTION

3.1

[Redacted]

3.1.1

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3.1.2

[Redacted]

3.1.3

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3.2 Territorial Restriction. In consideration of the patent non-assertion covenant of HML under this Agreement and consistent with the restrictions and limitations related thereto, Ningbo Jinji covenants as follows:

3.2.1

[Redacted]

3.2.2

[Redacted]

3.2.3

[Redacted]

3.2.4

[Redacted]

3.2.5 (a)

[Redacted]

(b)

[Redacted]

3.3

[Redacted]

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[REDACTED]

3.4 **No Rights by Implication.** Except for those rights expressly granted in this Agreement, no rights or licenses are or shall be deemed granted hereunder or in connection herewith, whether directly, by implication, by reason of estoppel or otherwise. Without limiting the generality of the foregoing: (a) where HML Patents and Related Patents that are subject to the release or patent non-assertion covenant hereunder are applicable not only to Ningbo Jinji Products and to methods and processes used in the manufacture thereof but also to products, equipment, methods and processes not so defined, [REDACTED]

[REDACTED]

[REDACTED] Ningbo Jinji Products and to composition, methods and processes used in the manufacture, testing and assembly thereof; (b) HML retains all rights and remedies under this Agreement and otherwise with respect to Ningbo Jinji Products which Ningbo Jinji sells on which Ningbo Jinji does not pay applicable fees under this Agreement, and Ningbo Jinji and its Affiliates shall not assert, nor assist any Third Party in asserting, any defense (whether under the doctrine of patent exhaustion, implied license, estoppel or otherwise) that such sales are authorized or permitted by HML; provided that the foregoing shall not be deemed to preclude Ningbo Jinji or its Affiliates from complying with any order, rule, subpoena or other legal process; and (c) nothing in this Agreement shall be deemed to be a license of the HML Patents by HML to Ningbo Jinji, its Affiliates, its and their respective officers, directors and employees, and direct and indirect customers of Ningbo Jinji Products supplied by Ningbo Jinji or its Affiliates.

3.5 [REDACTED]

3.5.1 [REDACTED]

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3.5.2

[REDACTED]

3.5.3

[REDACTED]

3.5.4

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[Redacted]

3.6 HML Covenants.

3.6.1

[Redacted]

3.6.2

[Redacted]

3.7 Dismissal of Action Against Ningbo Jinji. HML and Ningbo Jinji agree to dismiss the Action against Ningbo Jinji, with each side bearing its own costs and attorneys' fees, and to sign concurrently with the signing of this Agreement a joint motion for termination based upon a settlement agreement, which motion shall be in the form which HML and Ningbo

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Jinji have confirmed in writing (through their respective counsel), contemporaneously with the execution and delivery of this Agreement, is final and acceptable for filing with the ITC (the "Settlement Motion"). After the Parties have entered into this Agreement, either HML or Ningbo Jinji may present to the ITC the Settlement Motion. HML and Ningbo Jinji further agree to take any and all other steps reasonably necessary to dismiss the Action against Ningbo Jinji.

3.8 **Withdrawal from Joint Defense Agreements.** Immediately after the Effective Date, Ningbo Jinji and its Affiliates shall withdraw from all joint defense agreements, joint prosecution agreements, or common interest agreements, if any, previously entered into with any Third Party relating to the Action and/or any HML Patent.

4. CONSIDERATION

4.1 **Fees.**

4.1.1 [REDACTED]

4.1.2 [REDACTED]

4.1.3 For the purpose of determining fees payable under this Agreement, any fee payment calculated in a currency other than Dollars shall be converted to Dollars in accordance with the average (or "middle") exchange rate promulgated by the PRC State Administration of Foreign Exchange ("SAFE"), as published on SAFE's website www.safe.gov.cn, or by any successor to SAFE, as of the close of business on the last Business Day of the Payment Period in which such transaction occurred.

4.2 **Payment of Fees.**

4.2.1 [REDACTED]

4.2.2 All fees under Section 4.1 shall be paid to HML by wire transfer to such bank account as HML may designate in writing from time to time. All payments shall be made in Dollars. Whenever any payment hereunder shall be stated to be due on a day which is not a Business Day, such payment shall be made on the immediately succeeding Business Day.

4.2.3 Any portion of any fee payment that is not received by the due date by wire transfer or other deposit of immediately available funds in HML's designated bank account shall bear interest (compounded daily) at the rate [REDACTED]



[REDACTED]

4.3 **Contents of Ningbo Jinji's Reports.**

[REDACTED]

4.4 **Books and Records.** During the [REDACTED] period following each calendar year, Ningbo Jinji shall maintain at its head office full and accurate books and records with respect to such calendar year in sufficient detail to enable fees payable hereunder to be determined and verified.

4.5 **HML's Right to Inspect.** On reasonable prior written notice to Ningbo Jinji, HML's designated independent certified public accountants or other independent auditors (the "Auditors"), once during each calendar year, shall have full access to the books and records of Ningbo Jinji pertaining to fee-bearing activities under this Agreement and shall have the right to make copies therefrom at HML's expense. The Auditors shall have such access at all reasonable times and from time to time during normal business hours. Prompt adjustment shall be made by the proper Party to compensate for any errors or omissions disclosed by such inspection. If an inspection shows that Ningbo Jinji has underpaid fee amounts actually owed or reported to HML hereunder, all additional amounts owed shall be paid to HML within [REDACTED] of receipt of the inspection report by Ningbo Jinji. If such inspection shows that Ningbo Jinji has underpaid fee amounts hereunder by an amount equal to or greater than [REDACTED] of the fee payment actually owed or reported, Ningbo Jinji shall also bear all expenses reasonably incurred by HML in connection with such inspection(s). In advance of such audit, the Auditors shall agree in writing to hold confidential all information learned in the course of any such examination of books and records hereunder, provided that the Auditors shall be permitted to report to HML all relevant details concerning its assessment of whether Ningbo Jinji has paid all fees owing under this Agreement and whether Ningbo Jinji has

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complied with its obligations under Section 3.5.2. For purposes of this Section 4.5, information shall include any notes, memoranda, reports, or other items in tangible medium which reference or otherwise derive from such information, accessed, reviewed, or copied pursuant to this Section 4.5. All such information shall be returned to Ningbo Jinji or destroyed within [REDACTED] of determination by the Auditors that Ningbo Jinji has paid all fees owing under this Agreement and that Ningbo Jinji has complied with its obligations under Section 3.5.2. In the event of destruction, HML shall require the Auditors to provide written certification of such destruction.

4.6 Taxes; Bank Charges.

4.6.1 If any payment under this Agreement is subject to a withholding tax by the jurisdiction in which Ningbo Jinji resides and such tax (a) is required to be withheld from such payment by Ningbo Jinji hereunder and (b) is permitted to be withheld from such payment to HML under an applicable tax convention or treaty, the amount of such tax may be deducted from the payment by Ningbo Jinji, and Ningbo Jinji shall promptly provide HML with the proper tax receipt, certificate and other documentation necessary to enable HML to obtain corresponding tax credits. If Ningbo Jinji fails to provide HML with such proper tax receipt, certificate and other documentation within [REDACTED] from the date of its original payment, Ningbo Jinji shall pay to HML in accordance with Section 4.2.2 the amount withheld from its original payment without any further withholding.

4.6.2 Any bank charges incurred by Ningbo Jinji arising in connection with any payment made by Ningbo Jinji under this Agreement shall be borne by Ningbo Jinji and not deducted from any amount payable by Ningbo Jinji under this Agreement. Any bank charges incurred by HML arising in connection with any receipt of payment made by Ningbo Jinji under this Agreement shall be borne by HML.

5. TERM AND TERMINATION

5.1 Term. [REDACTED]

5.2 Termination.

5.2.1 If either Party breaches this Agreement, the other Party may elect to give the breaching Party written notice describing the alleged breach. If the breaching Party has not cured such breach within [REDACTED] after receipt of such notice, the notifying Party shall be entitled, in addition to any other rights it may have under this Agreement, to terminate this Agreement effective immediately.

5.2.2 In the event either Party shall file a voluntary petition or an answer admitting the jurisdiction of the court and the material allegations of, or shall consent to, involuntary petition pursuant to or purporting to be pursuant to any reorganization or insolvency law of any jurisdiction, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of a receiver or trustee of a substantial part of its property, then such Party shall promptly provide written notice thereof to the other Party and this Agreement



may be terminated immediately by the other Party effective upon giving notice of such termination.

5.2.3 HML, in its sole discretion and at its option, may terminate this Agreement and its covenant not to assert hereunder immediately upon written notice to Ningbo Jinji in the event of a Change in Control of Ningbo Jinji where the Third Party(ies) acquiring control of Ningbo Jinji or all or a substantial portion of Ningbo Jinji's business to which this Agreement pertains is(are), a Chinese rare earth mining company(ies) or an affiliate(s) of, or associated with, one or more Chinese rare earth mining companies. If HML does not provide Ningbo Jinji notice of its decision to terminate this Agreement pursuant to this Section 5.2.3 within [REDACTED] of receiving notice of the Change of Control pursuant to Section 3.5.5, HML shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 5.2.3.

5.3 **Effect of Termination.** Termination of this Agreement pursuant to this Section 5 by either Party shall not (a) relieve either Party of any obligation accruing prior to such termination, or (b) result in the waiver of any right or remedy by a Party accruing prior to such termination. Upon termination of this Agreement prior to the expiration of the term of this Agreement, the rights hereunder shall terminate.

5.4 **Survival.** Sections 5.3 and 6 and Sections 9.4 through 9.12 and any payment obligations that arise under this Agreement prior to termination shall survive termination.

6. CONFIDENTIALITY

6.1 **Limitations on Disclosure.**

6.1.1 **Settlement Agreement.** The Parties shall ensure that the terms of this Agreement remain strictly confidential and are not disclosed to any Third Party, except as specifically set forth in Sections 6.2 through 6.5, and only to their respective officers, directors and employees on a strictly need to know basis who are subject to confidentiality obligations.

6.1.2 **Confidential Information.** The Parties further recognize that the terms of this Agreement require Ningbo Jinji to provide HML with certain confidential information, including, for example, records and samples, and to make Ningbo Jinji's books and records available for auditing by HML's Auditors who may disclose relevant details to HML. HML shall take all commercially reasonable efforts to ensure that to the extent HML receives Ningbo Jinji's confidential information, whether from Ningbo Jinji or from HML's Auditors, HML will keep such confidential information strictly confidential and not disclose it to any Third Party. Nothing in this Section 6.1.2 shall be deemed to restrict HML in its use or disclosure to Third Parties of any Ningbo Jinji confidential information embodied in or derived from samples provided to HML pursuant to Section 3.5.3, provided that such Third Parties agree in advance to treat such information or samples as confidential. To avoid irreparable harm, Ningbo Jinji shall have the right to seek to enjoin any disclosure of confidential information not permitted herein.

6.2 **Pursuant to Order.** The terms of this Agreement may be disclosed pursuant to any order, rule or subpoena requiring disclosure in any Legal Proceeding, so long as, to the extent permitted by applicable law, the Party that has the disclosure requirement provides the

other Party with written notice of such requirement promptly after first learning of such order or subpoena and takes commercially reasonable steps to limit the nature and scope of the disclosure by, for example, seeking a protective order as permitted by applicable law.

6.3 Professional Advisers and Potential Acquirers. The terms of this Agreement may be disclosed to either Party's attorney, accountant, auditor, financial adviser or insurer, as well as acquirers or bona fide potential acquirers and licensees of such Party, and other parties to whom the Parties agree in writing, but only so long as any such Person is bound by professional confidentiality obligations or is informed of this confidentiality provision and agrees in writing to ensure that the terms of this Agreement remain strictly confidential and are not disclosed to any Third Party.

6.4 Required by Law. The terms of this Agreement may be disclosed as required by law, including but not limited to any information required to be disclosed pursuant to the reporting obligations required by any regulatory authorities, as mutually agreed upon in writing between the Parties which agreement shall not be unreasonably withheld or delayed. The Parties acknowledge and agree that each Party may disclose the financial terms of this Agreement, only to the extent required by applicable law or regulation, in connection with their governmental reporting obligations.

6.5 [Redacted]

6.5.1 [Redacted]

6.5.2 [Redacted]



7. NO ASSIGNMENT

Ningbo Jinji may not assign or directly or indirectly transfer or otherwise make available, divisible or capable of being shared with any Third Party any rights conferred by or obligations imposed under this Agreement, in whole or in part, whether voluntarily or by operation of law, without the written consent of HML. Any such attempt by Ningbo Jinji without the written consent of HML shall be null and void and shall constitute a material breach of this Agreement entitling HML to terminate this Agreement, provided that Ningbo Jinji has not cured such breach within [REDACTED] of its receipt of written notice from HML.

8. ACQUISITIONS AND DIVESTITURES

8.1 [REDACTED]

8.2 [REDACTED]

9. GENERAL PROVISIONS

9.1 Representations and Warranties.

9.1.1 Authority. Each Party represents and warrants that (a) it has all requisite corporate power and authority to execute and deliver this Agreement and to carry out the provisions of this Agreement, (b) the execution, delivery, and performance by such Party of this Agreement have been approved by all requisite action on the part of such Party, and no other proceedings, approvals, consents, authorizations or other acts on the part of such Party are necessary to authorize this Agreement, and (c) such Party's execution, delivery and performance of this Agreement do not and will not conflict with, violate or result in any breach of any relevant law or any provision of any license, agreement, contract, understanding, arrangement, commitment or undertaking of any nature (whether written or oral) to which such Party is a party or otherwise bound.

9.1.2 HML Authority. HML represents and warrants that it is the sole and exclusive owner of the HML Patents and has the right to make the patent non-assertion covenant herein.

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9.1.3 **Contractual Target.** HML represents and warrants that the HML Patents are Complete, Correct, Effective and Meet the Contractual Target. For the purposes of this Section 9.1.3, the HML Patents and Related Patents shall be considered "Complete, Correct, Effective" and to "Meet the Contractual Target" if they describe the invention claimed therein so as to enable a person skilled in the relevant field of technology to carry out such invention. Ningbo Jinji's sole remedy and HML's sole obligation and liability in the event of any non-compliance with the warranty in this Section 9.1.3 shall be to provide to Ningbo Jinji such limited technical assistance or information as (in HML's reasonable view) is necessary to enable a person skilled in the relevant field of technology to carry out the inventions claimed in the HML Patents and Related Patents.

9.1.4 **HML Patents.** HML represents and warrants that as of the Effective Date, **Exhibit B** lists all patents and applications owned by HML and its Affiliates in the Territory that relate to sintered Nd-Fe-B magnets or methods and processes for their manufacture, but excluding Dy diffusion and Dy-saving related technology and HILOP™ (Hitachi Low Oxygen Process) technology.

9.2 **Disclaimers.** Except as expressly stated otherwise herein, nothing contained in this Agreement shall be construed as (a) an admission by Ningbo Jinji, or a warranty or representation by HML, as to the validity, scope, enforceability or infringement of the HML Patents or Related Patents, (b) imposing upon HML any obligation to institute any suit for infringement of any HML Patent or to defend any suit brought by a Third Party that challenges the validity or enforceability of any HML Patent, or to file any patent application, secure any patent or maintain any patent in force, (c) a warranty or representation by HML that anything made, used, offered for sale, sold or otherwise disposed of under this Agreement is or will be free from infringement of patents or other intellectual property rights of Third Parties, (d) an obligation of HML to license or furnish any manufacturing or technical information or trade secrets, or any information concerning pending patent applications, (e) the assumption of any responsibility by HML regarding operability, safety, functional effectiveness or marketability of any Ningbo Jinji Product or (f) conferring a right to use in advertising, publicity or otherwise any trademark, tradename, trade dress or copyright of either Party.

9.3 **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, each Party and its respective permitted successors and assigns, to the extent such assignments are in accordance with Section 7.

9.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Japan, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

9.5 **Dispute Resolution.**

9.5.1 Any dispute, controversy or claim arising out of or in connection with this Agreement (collectively, "Disputes"), shall be resolved through good faith discussions between the Parties. If any such Dispute shall not be resolved within [REDACTED] after the commencement of such discussions, such Dispute shall be finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration

Centre ("SIAC Rules") then in force. The arbitration shall be resolved by the majority decision of three arbitrators (the "Arbitration Panel"). Each Party shall appoint one arbitrator within [REDACTED] of initiation of the arbitration. If either Party fails to appoint its arbitrator within such time limit, that arbitrator shall be appointed in accordance with the SIAC Rules. The Party-appointed arbitrators shall then have [REDACTED] to agree upon the appointment of the third arbitrator (the "neutral arbitrator"). If they are unable to agree on the neutral arbitrator within such time limit, then the third arbitrator shall be appointed in accordance with the SIAC Rules. The language of the arbitration shall be English. The Arbitration Panel shall render an award based on the law set forth in Section 9.4 and shall give written reasons for their award. The Arbitration Panel shall not be empowered to decide the matter *ex aequo et bono*. Any award by the Arbitration Panel shall be final and binding and any judgment thereon may be rendered by any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

9.5.2 After its appointment, the Arbitration Panel shall have exclusive authority to order provisional or interim relief. Prior to the appointment of the Arbitration Panel, the Parties shall be permitted to apply to any court of competent jurisdiction for emergency interim or provisional relief.

9.6 **Waiver.** A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

9.7 **Notices.** All notices provided for in this Agreement shall be in writing and shall be deemed duly given on the date on which same is hand delivered, telecopied or, if mailed, [REDACTED] after the same is sent by registered or certified mail, return receipt requested, and postage prepaid, addressed as follows:

If to HML:

[REDACTED]

With a copy:

[REDACTED]

If to Ningbo Jinji:

[REDACTED]

With a copy to:

[REDACTED]

Either Party hereto may change its address or telecopy number (but not increase the number of required notice recipients) by notice to the other Party pursuant to this Section 9.7.

9.8 Entire Agreement; Amendment; Waiver; Cumulative Remedies.

9.8.1 This Agreement (including the Exhibits hereto) constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof, and supersedes any communications, representations, understandings and agreements, either oral or written, between the Parties with respect to such subject matter.

9.8.2 This Agreement may not be altered or amended except by a written instrument signed by an authorized representative of each Party.

9.8.3 Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time shall not be construed nor deemed to be a waiver of such Party's rights under this Agreement and shall not in any way affect the validity of the whole or any part of this Agreement or prejudice such Party's right to take subsequent action. No single or partial exercise of any right, power or privilege granted under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.8.4 Except as expressly set forth in this Agreement, the rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law or in any other agreement between the Parties.

9.9 **Relationship of the Parties.** In the exercise of their respective rights and the performance of their respective obligations hereunder, the Parties are and shall remain independent contractors. Nothing in this Agreement shall be construed to constitute the Parties

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[Handwritten signature]

as partners, joint venturers or principal and agent, for any purpose whatsoever. Neither Party shall bind, or attempt to bind, the other Party to any contract or other obligation, and neither Party shall represent to any Third Party that it is authorized to act on behalf of the other Party.

9.10 **Expenses.** Each Party shall bear its own costs and expenses, including fees and expenses of its legal counsel and other representatives, in connection with the negotiation and preparation of this Agreement. Any stamp duty or other tax arising in the jurisdiction of Ningbo Jinji as a result of the execution and delivery of this Agreement shall be borne by Ningbo Jinji.

9.11 **Invalidity.** If any provision in this Agreement is found or held by a court or other governmental authority to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable and still achieve the Parties' intent in entering into this Agreement, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall remain in full force and effect. In such event, the Parties shall promptly use all reasonable efforts to negotiate in good faith a substitute valid and enforceable provision or agreement that most nearly effects the Parties' intent in entering into this Agreement.

9.12 **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a Party shall constitute a valid and binding execution and delivery of this Agreement by such Party.

[Signature Page Follows]


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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the Effective Date.

HITACHI METALS, LTD.

By: 
Name: Shigekazu Suwabe
Title: Managing Officer
President, Magnetic Materials Company



NINGBO JINJI STRONG MAGNETIC MATERIAL CO., LTD.

By: 
Name: HU, Yuanhu
Title: Chairman of the Board, General Manager



EXHIBIT A
HML JAPANESE PATENTS

Patent numbers

2954816 2960629 2989420 3001876 3083963 3120080 3132393 3148573 3148581
3151087 3151088 3157660 3157661 3159693 3160274 3170156 3172521 3174442
3174443 3174448 3176597 3180331 3182142 3187396 3192642 3193912 3193916
3213157 3218028 3223251 3229435 3231034 3233359 3253006 3255344 3256413
3294841 3299000 3300570 3301743 3337449 3337468 3338590 3349061 3350595
3351768 3359004 3383448 3393018 3395968 3415208 3417633 3418605 3423299
3436404 3445405 3452561 3456958 3459477 3471876 3474683 3474684 3479168
3489741 3492823 3498395 3499186 3501753 3504213 3519069 3535253 3540389
3545695 3556786 3557582 3559217 3560057 3576672 3595078 3595082 3611870
3628255 3631330 3652816 3652818 3676513 3701117 3705754 3713254 3737830
3746330 3749839 3765793 3770879 3777199 3801418 3807999 3815983 3841722
3846835 3863643 3865351 3909707 3927103 3931149 3953768 3972111 3976126
3994847 3997427 4019704 4029608 4033241 4045530 4069326 4089212 4103937
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4505934 4506305 4506306 4529260 4529763 4538959 4539179 4552161 4556423
4560971 4572468 4572477 4581449 4586937 4591631 4591729 4595237 4605013
4613438 4631186 4635832 4636207 4645336 4650275 4656804 4678118 4678576
4686855 4686978 4687267 4687461 4687493 4691833 4692485 4696347 4701573
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4760706 4774638 4774652 4797283 4802426 4802927 4831253 4840544 4852806
4910393 4910457 4915419 4961647 4972919 4982935 4998096 5013031 5056267
5076583 5114921 5115004 5120710 5163839

Patent application numbers

2005-233110 2007-255098 2009-077196 2009-077229 2009-077258 2009-081311 2009-
084791 2009-085728 2009-086772 2009-088615 2009-094126 2009-105204 2009-
227051 2009-233839 2009-297248 2009-511664 2009-514154 2009-520582 2010-
018475 2010-050455 2010-081642 2010-081915 2010-083611 2010-098354 2010-
128628 2010-145797 2010-193283 2010-213577 2010-289695 2010-293533 2010-
505384 2011-014972 2011-018494 2011-018530 2011-066054 2011-067552 2011-079304
2011-079975 2011-174310 2011-184768 2011-547708(WO2011/081170) 2012-
522649(WO2012/002412)

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EXHIBIT B
HML PATENTS

US patent numbers

5427734	5472525	5575830	5645651	5662943				
5666635	5788782	5858124	5876518	5913255	6080498	6149861	6187259	
6211762	6247660							
6251196	6254694	6275130	6280792	6281774	6299832	6321800	6322428	
6325965	6326087							
6332932	6344168	6352598	6361738	6376089	6381830	6386948	6391386	
6399147	6403024							
6408840	6432158	6432354	6443143	6444328	6447621	6461565	6463920	
6464386	6464931							
6468365	6471583	6474371	6474576	6481993	6482349	6482353	6491765	
6505394	6511552							
6511631	6527874	6529107	6531090	6537385	6537488	6548014	6558230	
6595094	6599468							
6602352	6617044	6648984	6649124	6656416	6656417	6676773	6696015	
6736343	6743082							
6743394	6752879	6755883	6756010	6779995	6800967	6818041	6821357	
6821560	6837778							
6861089	6866765	6872260	6878210	6878217	6884513	6889586	6896595	
6902469	6945242							
6960368	6969244	6992553	7014440	7014811	7018485	7025054	7025837	
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7040969	7045092	7045093	7048808	7056197	7056393	7086934	7138017	
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7214343	7244318	7258751	7270714	7314530	7335392	7390369	7517555	
7534311	7585378							
7604468	7622010	7655325	7740715	7785460	7789933	7867343	7931756	
7972491	8038807							
8092619	8142573	8163106	8182618	8317941	8323806			

US patent application numbers

12/295372(2010/0006182) 12/666245(2010/0181859)
12/680312(2010/0252145) 12/990341(2011/0037549) 13/002571(2011/0186181)
13/056387(2011/0273252) 13/387825(2012/0125155) 13/516798(2012/0299676)

Brazilian patent application number

PI0817453-9

German patent numbers

4402783 10007449 10009929 10019831 10020954 10022677 10022717 10027086
10029239 10042357
10055562 10107313 10110938 10114939 10131638 10134823 10144937 10296690
10297484 10392157 19734225

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69314098 69318147 69429326 69511202 69630283 69633490 69728547 69909569
69911138 69915025 69915554 69918660 69918915 69924438 69926964 69929385
69931133 69937584 69941106 69941420 60036766 60043871 60100154 60106527
60106695 60108024 60112642 60119864 60135683 60206031 60217667 60221448
60242735 60337912 6020040232051

German patent application numbers

10011300.1 10052682.9 10061285.7 10062069.8 10119772.1 10129956.7 10157433.9
10291720.5 10291914.3 10292402.3 10296960.4 10297293.1 112005000842.8
112006000070.5 1120080009929

Austrian patent number

0633581

Belgian patent numbers

0633581 0706190

Finnish patent number

1154444

French patent numbers

0576282 0633581 0659508 0706190 0778594 0811994 0994493 1026706 1055744
1154444 1479787

United Kingdom patent numbers

0576282 0633581 0659508 0706190 0778594 0811994 0923087 0991085 0991086
0992309 0994493 1026706 1032000 1055744 1145802 1154444 1180771 1377691
1645648
GB2262288

Italian patent numbers

0633581 0706190 1026706

Dutch patent numbers

0576282 0633581 0659508 0706190 0778594 0811994 0923087 1026706 1377691
1479787 1645648

European patent application numbers

99118543.0 99124421.1 99910814.5 011106178.5 01947811.4 01947899.9 03730855.8
03812349.3
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07742819.1
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10841025.9

Russian patent numbers

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2112627 2113742

Malaysian patent numbers

MY-115936-A MY-117187-A MY-117198-A MY-117489-A MY-119680-A MY-121472-A
MY-121489-A
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MY-126790-A MY-126994-A MY-127032-A MY-127770-A MY-127905-A MY-128139-A
MY-128597-A
MY-130265-A MY-139698-A

Singaporean patent numbers

95636 95638

Filipino patent numbers

1-1999-000731 1-1999-002093 1-1999-002377 1-1999-003095 1-1999-003112 1-2000-
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1-2000-001109 1-2000-001138 1-2000-001413 1-2000-001515 1-2000-002299 1-2000-
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001755 1-2001-001791 1-2001-002047 1-2001-002503 1-2003-501058 1-2004-000427 1-
2004-501754 1-2006-000351 1-2006-500718 1-2007-500346

Filipino patent application number

1-2008-501804

Indonesian patent number

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Indian patent application number

2348/CHENP/2010

Thai patent application numbers

0001003268 0101001038 0101001228 0101002697 0101004774 0301000649

Chinese patent numbers

ZL93115008.6 ZL94101181.X ZL94120449.9 ZL95117263.8 ZL96190684.7
ZL96192129.3 ZL97118016.4 ZL97198134.5 ZL99100365.9 ZL99107311.8 ZL99118336.3
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ZL00118632.9

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ZL01134650.7
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ZL200680049739.5
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ZL200980125595.0
ZL201010145541.5 ZL201010175502.X

Chinese patent application numbers

200680000489.6 200680045347.1 200880011881.X 200880022498.4
200980111185.0 200980122101.3 201080034211.7 201080062182.5
201110129744.X 201180016417.1 201180032708.X

Hong Kong patent numbers

HK1026060 HK1027207

Taiwanese patent numbers

272293 290697 383249 440494 442359 488988 503406 509610 550601 585927
I245078 I251618

Korean patent numbers

10-0131060 10-0135209 10-0202161 10-0300933 10-0302929 10-0305974 10-0310650 10-
0354371
10-0547753 10-0592471 10-0606156 10-0607293 10-0607294 10-0607297 10-0649837 10-
0649853

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10-0651147 10-0680339 10-0720015 10-0734061 10-0771676 10-0829986 10-1073326 10-1166662

Korean patent application numbers

10-2009-7023841 10-2009-7023842 10-2010-7008377

PCT's patent application numbers

PCT/JP2011/079737 PCT/JP2012/050002 PCT/JP2012/066712 PCT/JP2012/069180

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EXHIBIT C
NINGBO JINJI PLANTS

Ningbo Jinji Strong Magnetic Material Co., Ltd.

Address:

[REDACTED]
[REDACTED]

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EXHIBIT D
FEE REPORT FORM

FEE REPORT (No modification of this form is permitted without prior written approval from HML)

PAYMENT PERIOD From: _____
To: _____

IDENTIFY MANUFACTURER (INCLUDING ANY ALTERNATE OR ASSUMED NAMES UNDER WHICH NINGBO JINJI PRODUCT BUSINESS IS CONDUCTED) SELLING, SHIPPING OR OTHERWISE DISPOSING OF NINGBO JINJI PRODUCTS DURING THE PAYMENT PERIOD

- i)
- ii)
- iii)

SALES, SHIPMENTS AND OTHER DISPOSITION OF NINGBO JINJI PRODUCTS DURING PAYMENT PERIOD

Area	Country/ Region	Weight (Kg)	Sales Revenue (in local currency)	Fee Rate	Fee Amount (in local currency)
Asia	China			■	RMB 0.00
	Hong Kong			■	RMB 0.00
	Taiwan			■	RMB 0.00
	Others			■	RMB 0.00
	European Union Member States			■	RMB 0.00

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North America	Others				RMB 0.00
Others	[Identify other applicable countries]				RMB 0.00
Total					RMB 0.00

4. FOREIGN EXCHANGE RATE AS OF LAST DATE OF PAYMENT PERIOD: RMB Per US\$ [] US\$ []
5. FEE DUE IN US DOLLARS US\$ []
6. WITHHOLDING TAX Tax Rate: [10%] US\$ []
7. AMOUNT TO BE REMITTED US\$ []

Manufacturer's Name: _____

Signature _____

Print Name: _____

Title: _____

Date: _____

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Hitachi Metals,
Ltd.:

Signature
Print Name:
Title:

Date: _____

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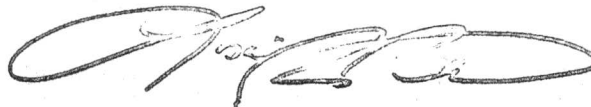
**CERTAIN SINTERED RARE EARTH MAGNETS,
METHODS OF MAKING SAME AND PRODUCTS
CONTAINING SAME**

Inv. No. 337-TA-855

PUBLIC CERTIFICATE OF SERVICE

I, Lisa R. Barton, hereby certify that the attached **ORDER NO. 113** has been served by hand upon, the Commission Investigative Attorney, Vu Bui, Esq., and the following parties as indicated on

MAY 28 2013



Lisa R. Barton, Acting Secretary
U.S. International Trade Commission
500 E Street, SW, Room 112
Washington, DC 20436

On Behalf of Complainants Hitachi Metals, Inc. and Hitachi Metals North Carolina, Ltd.:

Alexander J. Hadjis, Esq.
MORRISON & FOERSTER LLP
2000 Pennsylvania Ave., NW, Suite 6000
Washington, DC 20006

- Via Hand Delivery
 Via Overnight Delivery
 Via First Class Mail
 Other: _____

On Behalf of Respondent Maxon Precision Motors, Inc.:

Rodney R. Sweetland, III, Esq.
DUANE MORRIS LLP
505 9th Street, NW, Suite 1000
Washington, DC 20004-2166

- Via Hand Delivery
 Via Overnight Delivery
 Via First Class Mail
 Other: _____

On Behalf of Respondent Monster Cable Products, Inc:

Edward V. Anderson, Esq.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
379 Lytton Avenue
Palo Alto, CA 94301

- Via Hand Delivery
 Via Overnight Delivery
 Via First Class Mail
 Other: _____

On Behalf of Respondents Milwaukee Electric Tool Corp. and Techtronic Industries Co. Ltd.:

Sean C. Cunningham, Esq.
DLA PIPER LLP (US)
401 B Street, Suite 1700
San Diego, CA 92101-4297

- Via Hand Delivery
 Via Overnight Delivery
 Via First Class Mail
 Other: _____

**CERTAIN SINTERED RARE EARTH MAGNETS,
METHODS OF MAKING SAME AND PRODUCTS
CONTAINING SAME**

Inv. No. 337-TA-855

Certificate of Service – Page 2

On Behalf of Respondent Bunting Magnetics Co.:

Juliet A. Cox, Esq.
KUTAK ROCK LLP
1010 Grand Boulevard, Suite 500
Kansas City, MO 64106-2220

- Via Hand Delivery
 Via Overnight Delivery
 Via First Class Mail
 Other: _____

On Behalf of Respondent Beats Electronics LLC:

Kevin C. May, Esq.
NEAL, GERBER & EISENBERG LLP
Two North LaSalle Street, Suite 1700
Chicago, IL 60602-3801

- Via Hand Delivery
 Via Overnight Delivery
 Via First Class Mail
 Other: _____

**On Behalf of Respondents Bose Corp. and DeWALT
Industrial Tool Corp.:**

Andrew R. Kopsidas, Esq.
FISH & RICHARDSON PC
1425 K Street, NW, 11th Floor
Washington, DC 20005

- Via Hand Delivery
 Via Overnight Delivery
 Via First Class Mail
 Other: _____

**On Behalf of Respondents Callaway Golf Co. and Nexteer
Automotive Corp.:**

Blaney Harper
JONES DAY
51 Louisiana Avenue, NW
Washington, DC 20001-2113

- Via Hand Delivery
 Via Overnight Delivery
 Via First Class Mail
 Other: _____

**On Behalf of Respondents Yantai Zhenghai Magnetic
Material Co., Ltd.; Ningbo Jinji Strong Magnetic Material
Co., Ltd.; and Anhui Earth-Panda Advance Magnetic
Material Co., Ltd.:**

Jamie D. Underwood
ALSTON & BIRD LLP
950 F Street, NW
Washington, DC 20004

- Via Hand Delivery
 Via Overnight Delivery
 Via First Class Mail
 Other: _____

**CERTAIN SINTERED RARE EARTH MAGNETS,
METHODS OF MAKING SAME AND PRODUCTS
CONTAINING SAME**

Inv. No. 337-TA-855

Certificate of Service – Page 3

**On Behalf of Micromo Electronics, Inc. and Dr. Fritz
Faulhaber GmbH & Co. KG:**

Merritt R. Blakeslee, Esq
THE BLAKESLEE LAW FIRM
1250 Connecticut Avenue, NW, Suite 700
Washington, DC 20036

- Via Hand Delivery
- Via Overnight Delivery
- Via First Class Mail
- Other: _____

On Behalf of Respondent Bosch Security Systems, Inc.:

Smith Brittingham, Esq.
**FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP**
901 New York Avenue, NW
Washington, DC 20001

- Via Hand Delivery
- Via Overnight Delivery
- Via First Class Mail
- Other: _____

**CERTAIN SINTERED RARE EARTH MAGNETS,
METHODS OF MAKING SAME AND PRODUCTS
CONTAINING SAME**

Inv. No. 337-TA-855

Certificate of Service – Page 4

Public Mailing List:

Lori Hofer, Library Services
LEXIS-NEXIS
9473 Springboro Pike
Miamisburg, OH 45342

- Via Hand Delivery
- Via Overnight Delivery
- Via First Class Mail
- Other: _____

Kenneth Clair
THOMSON WEST
1100 13th Street, NW, Suite 200
Washington, DC 20005

- Via Hand Delivery
- Via Overnight Delivery
- Via First Class Mail
- Other: _____