

CONNECTICUT HYDROGEN AND FUEL CELL COALITION/CLUSTER

ARTICLES OF COLLABORATION (Approved 11-19-2014)

THIS AGREEMENT is made and entered into by and between Connecticut Center for Advanced Technology, Inc., an independent, non-stock, tax-exempt Connecticut corporation, with offices at 222 Pitkin Street, Suite 101, East Hartford, CT 06108 (“CCAT”), and the companies listed in Attachment C, which shall hereinafter be referred to individually as “Party” or “Board Member” and collectively as the “Parties,” the “Board Members” or the “Coalition/Cluster;”

WHEREAS the original Parties officially executed the “Connecticut Hydrogen and Fuel Cell Coalition Articles of Collaboration” on October 27, 2005, establishing the Connecticut Hydrogen and Fuel Cell Coalition/Cluster for the purposes and terms and conditions stated herein;

WHEREAS and the Parties now intend to amend and replace, in their entirety, the aforementioned executed Articles with this agreement, effective as of such date as the Board Members affirmatively vote to amend such articles at a duly authorized Board meeting;

WHEREAS the Parties have similar research, technology, business and/or educational interests and wish to collaborate in order to enhance economic growth through the development, manufacture, and deployment of fuel cell and hydrogen technologies and associated fueling systems in Connecticut and;

WHEREAS the Parties wish to set forth their understanding and agreements with respect to the manner in which the Coalition/Cluster is conducted, including the technical effort, governance, administration, funding, and the rights and obligations of the parties relating to information and expertise in support of the Coalition/Cluster;

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS

The following definitions are applicable throughout this Agreement:

1.1 Anticompetitive: Shall mean all activities that offend antitrust law by having a negative impact on the competitiveness of hydrogen and fuel cell companies including but not limited to agreements to fix prices or limit output, sharing or dividing markets, interference with competitors, collusion, and infliction of harm to quality or innovation of other competitors.

1.2 Procompetitive: Shall mean all activities that have an overall positive effect on the competitiveness of hydrogen and fuel cell companies including but not limited to increasing efficiency, lowering prices, attracting new competitors and improving the desire for products from the industry.

1.3 The Coalition/Cluster: Shall mean the cooperative effort of the Parties to this Agreement

in completing each of the specific tasks set forth in the Statement of Work.

1.4 Market Participant: Shall mean any company, organization or individual engaged in marketing, production, research, consumption or other activities in the hydrogen or fuel cell industries in the United States.

1.5 Board Member: Shall mean a member of the Board of Governors. Board Members are those listed in Attachment C as periodically amended to reflect additions and terminations in accordance with the policies outlined within this document and reflected in the signed minutes of Board of Governor's meetings. Attachment C shall be amended as required by the Board of Governors and distributed to all Members of the Coalition/Cluster via email and/or via a posting on the Coalition/Cluster's website.

1.6 General Member: Shall mean general Coalition/Cluster members, not members of the Board of Governors, and are those listed on the Coalition/Cluster's website, which shall be updated and kept current as appropriate.

1.7 Ex-Officio: Any member or representative of a local, state, or federal government agency.

2. THE COALITION/CLUSTER

2.1 Formation: The Parties hereby established the "Connecticut Hydrogen and Fuel Cell Coalition/Cluster" for the purposes and on the terms and conditions stated herein on October 27, 2005.

2.2 Board of Governors: The Members of the Board of Governors of the Coalition/Cluster ("hereinafter referred to as "Board Members" and further defined in Section 1.5 above) shall guide and direct the policies and programs of the Coalition/ Cluster. Should the membership of a Board Member terminate for any reason, a majority vote of the remaining Board Members is required to allow another Member of the Coalition/Cluster to fill the seat on the Board of Governors. The Board of Governors' membership shall be considered at every Board of Governors meeting, and shall be realized by a standing line item on every Board agenda.

2.3 Legal Status: The Parties to this Agreement created the Coalition/Cluster as a voluntary, association of incorporations for the purposes set forth hereafter. The Coalition/Cluster shall not constitute a legal entity. The Coalition/Cluster will conduct its activities through the contractual powers of its Members. This Agreement is not intended to be, nor shall it be construed as a joint venture, partnership, or other formal business organization. Notwithstanding any corporate affiliations between the Parties, no Member of the Coalition/Cluster can bind any other Member or create any relationship of principal or agent except as specifically provided herein. Nothing in this Agreement shall grant to any Member the right to make future commitments of any kind for or on behalf of the other Members. No Member shall have any liability for any activities of any other Member of the Coalition/Cluster.

2.4 Coalition/Cluster Membership: General membership to the Coalition/Cluster, as defined by Section 1.6 above, is open to any and all individuals, corporations and organizations whose fuel cell and hydrogen activities are aligned with the Coalition/Cluster's goals, as per Section 3.1.

All members, except Ex Officio, are expected to remain current with their membership dues. All members are expected to abide by the bylaws of the Coalition/Cluster, which are consistent with this Agreement. Only Board Members hold voting rights to direct the Coalition/Cluster's goals and activities. General membership in the Coalition/Cluster is effective upon receipt of the appropriate membership dues, as provided in Attachment B.

3. OBLIGATIONS OF THE PARTIES

3.1 Coalition/Cluster Goals: To enhance economic growth in Connecticut through the advancement of research, business, education and deployment of fuel cell and hydrogen technologies and associated fueling systems.

3.2 Lobbying: The Coalition/Cluster will not engage in lobbying activities, as defined by the Internal Revenue Service, the federal government or the State of Connecticut. Rather, the Coalition/Cluster will engage in general educational and advocacy activities with regard to the Coalition/Cluster's goals and objectives. The Coalition/Cluster will strive to make available to the general public all Coalition/Cluster informational materials. While the Coalition/Cluster as an organization shall not engage in lobbying activities, the individual members of the Coalition/Cluster are permitted to actively engage in lobbying activities, as each deems appropriate.

3.3 Antitrust: The Coalition/Cluster will engage in activities that are designed to have a neutral or procompetitive effect on the competitiveness of the hydrogen and fuel cell industries. More specifically, the Coalition/Cluster's activities will be targeted to benefit the fuel cell and hydrogen industry and its consumers as a whole. The Coalition/Cluster, individually or together with another Member/s, will not engage in activities that are anticompetitive, as defined in section 1.1.

3.4 Membership: By having an authorized representative register for membership of the Coalition/Cluster on the Coalition/Cluster website, each General Member, as defined in Section 1.6 above, agrees to the terms and conditions, rights and obligations as outlined in these Articles of Collaboration.

3.5 Management: The management of the Coalition/Cluster and the rights and obligations of the individual Members shall be as set forth in Article 4, "Management and Operation."

3.6 Grant Agreements: By being voted onto the Board of Governors, each Board Member authorizes CCAT to serve as the administrative manager of the Coalition/Cluster, to negotiate with possible funding organizations, to execute any and all funding agreements on behalf of the Coalition/Cluster, subject to Board Members consent, and further agrees to be bound by the terms and conditions as stated in any executed funding agreements.

3.7 Term: This Agreement shall be effective as of the original date of full execution of this Agreement by all Board Members, or October 27, 2005, and shall continue unless and until terminated pursuant to Article 6, "Termination."

3.8 Special Activities: The Coalition/Cluster may from time to time engage in special activities

as approved by the Board Members. Special Activities would be funded by sources outside the membership dues.

4. MANAGEMENT AND OPERATION

4.1 Coalition/Cluster Management: Subject to the terms and conditions stated herein, the Coalition/Cluster will be governed by the Board Members, and administered by CCAT. CCAT's responsibilities shall include all those administrative and financial efforts normally expected of a fiduciary agent.

4.2 Board of Governor Meetings: Each Board Member will appoint one voting representative and will meet in regular committee meetings at least every year at locations chosen on a rotating basis by the Board Members. Such representative may appoint by written proxy another person to act for and in place of such representative. Each representative may be accompanied by other representatives of the Board Member's organization, notwithstanding the Board of Governor's reserved right to call at any time an executive session of voting Board Members only. Any Board Member may request a special meeting of the Board of Governors, in writing through the Chairman, provided that such Board Member has the written support of two (2) other Board Members. The Board of Governors will direct CCAT to coordinate Coalition/Cluster meetings, which shall be open to any and all Members of the Coalition/Cluster.

4.3 Board Chairman and Vice Chairman: The Board of Governors shall have a Chairman and a Vice Chairman, who shall each be a Board Member and selected in a manner and frequency as agreed upon by the Board Members. The Chairman shall have the authority to sign on behalf of the Board of Governors and the Coalition/Cluster, and shall further direct CCAT staff to conduct the meetings, keep the other members of the Coalition/Cluster informed of developments, and ensure that minutes of the meetings are recorded and distributed to the Members of the Coalition/Cluster. Board of Governor's meeting minutes shall be signed by the Chairman. In the Chairman's absence, the Vice Chairman shall assume the responsibilities of the Board Chairman.

4.4 Financial Officer: CCAT will appoint a Financial Officer to the Coalition/Cluster who will attend the Board of Governors meetings upon the request of any Board Member and who will serve as a single point of contact for all financial matters of Board Members, including an annual report to the Board of Governors when requested.

4.5 Responsibilities of the Board Members: The responsibilities of the Board Members are as listed below. All matters acted on pursuant to these functions and responsibilities require, as specified below, either a unanimous vote of all members of the Board of Governors, in person or by proxy, or an affirmative vote of a majority of the Board Members present, whether in person or by proxy. A proxy must have the express written authorization of the Board Member appointing him or her to vote on matters requiring a unanimous vote.

- (a) Matters Requiring a Unanimous Vote of the Board Members of those present:
 - (i) Change or modify the legal status of the Coalition/Cluster.
 - (ii) Revise these Articles of Collaboration.

- (b) Matters Requiring a Majority Vote of those present:
- (i) Act on any issue not requiring a unanimous vote and declared by a Board Member to be of importance.
 - (ii) Delegate any responsibility requiring a majority vote of the Board of Governors to the Chairman or Financial Officer.
 - (iii) The addition of a Board Member.
 - (iv) Address disputes between Members under Sections 7.1 and 7.2.
 - (v) Removal of a Coalition/Cluster Member, subject to Section 6.2.
 - (vi) Replacement of a Board Member, subject to Section 2.2.
 - (vii) Authorize the Coalition/Cluster Board Members to engage in Special Activities, pursuant to Section 3.8.

4.6 Quorum: A quorum is required in order for the Board of Governors to hold a meeting where the decisions made are valid and binding on all Board Members. A quorum is met when 50% (rounding down) of the Board Members is present or participating via teleconference call.

4.7 Voting: Each Board Member has one (1) equal vote. The Chairman does not cast a vote unless and until there is a tie. Ex Officio and Members of the Coalition/Cluster do not have voting rights in the Board of Governors. Any Board Member is permitted to recuse themselves or abstain from participating in any vote of the Board of Governors. Such recusal or abstention shall not be considered when determining a majority vote.

5. FINANCIAL OBLIGATIONS AND PAYMENT

5.1 Obligations of All Members: The Board Members and the Members individually agree to pay Membership Dues in accordance with Attachment B, “Coalition/Cluster Membership Dues.” Ex Officio members are the only members not required to pay membership dues, but each Ex Officio member is welcome at any and all Board of Governors meeting.

5.2 Payment: The Financial Officer will receive funds from members, deposit such funds in a secure account, as required by government funders, disburse such funds as directed by the Board of Governors, and advise the Board of Governors on the finances of the Coalition/Cluster.

6. TERMINATION AND DISSOLUTION

6.1. Resignation: Any Member may resign at will from the Coalition/Cluster after it has provided written notice to the Chairman ten (10) days in advance of the effective date of the resignation. No refund of dues shall be given.

6.2 Committee Initiated Resignation: The Coalition/Cluster may, by majority vote of those Board Members in attendance, force a Member to resign if that Member has acted against the interests of the Coalition/Cluster as expressed herein. The Board of Governors shall not vote to terminate a Member until such Member has been given a detailed written notice of his deficiencies and thirty (30) days after receipt of such notice in which to cure them.

6.3 Termination: This Agreement shall terminate only upon mutual agreement in writing of all

of the Board Members to terminate.

7. DISPUTES RESOLUTION

7.1 Disputes between Any and All Members: Any dispute between or among two or more of the Members relating to this Agreement (including any allegation that a Member has failed to comply with any provision of this Agreement) or with any direction of the Coalition/Cluster shall be referred to the Chairman for resolution, and the Chairman, after hearing all Parties to the dispute, shall mediate the dispute, and make recommendations to include termination of the violating Member's participation in the Coalition/Cluster, as promptly as practicable. If the dispute relates to a technical or business matter which does not involve expense or liability in excess of \$2,500.00, the decision of the Chairman, after making every reasonable effort to resolve the dispute, shall be final. If the dispute, as decided by the Chairman, could cause a Member to incur expense or liability in excess of \$2,500.00, and a disputing Member disagrees with the decision of the Chairman, or the dispute involves the Chairman and/or the Connecticut Center for Advanced Technology, the Member shall seek an independent opinion from the Board of Governors. If the disputing Member disagrees with the independent opinion of the Board of Governors, the Member shall make every reasonable good faith effort to resolve the dispute by use of such alternate dispute resolution ("ADR") techniques as mini-trial or mediation, utilizing the Senior Management of the disputing Members to the maximum practicable extent to facilitate the success of the ADR. In no event shall any action at law respecting any such dispute be commenced until the expiration of at least thirty (30) days after the decision of the Chairman. All costs, including all internal and external costs, associated with the resolution of any dispute between the Members, whether the technical or business dispute involves expense or liability in excess of \$2,500.00 or not, shall be solely borne by the disputing Member found to be at fault. Thereafter, any action shall proceed within the provision of Section 4.5 herein.

7.2 Damages: All Members expressly agree that in no event will special, consequential or punitive damages be applicable or awarded with respect to any dispute that may arise between or among the Members or as between any Member and the Coalition/Cluster in connection with this Agreement, whether such damages arise from breach of contract, negligence, strict liability, or any other legal or equitable theory.

8. NOTICES

Any notices or other communications, to Board Members, required or permitted hereunder shall be sufficiently given if sent by Fax, E-Mail or by registered or certified mail, postage prepaid, addressed consistent with the contact information contained in Attachment C or such other addresses or E-Mail or fax numbers as shall be furnished by like notice by such party. Any such notice or communication given by mail shall be deemed to have been given three (3) business days after the date so mailed, and any such notice or communication given by Fax or E-Mail shall be deemed to have been given when sent and the appropriate acknowledgment received.

9. DISCLAIMERS WARRANTIES LIABILITIES

All Members disclaim any warranties, including without limitation any implied warranty for merchantability or fitness for a particular purpose, to each other, to any agency, and to third parties for actions, omissions, products, non-conformities, defects, liabilities or infringement arising out of the Coalition/Cluster. All Members hereto agree to indemnify and hold the Coalition/Cluster and all other Members, their directors, officers and employees harmless, from and against third party claims of any kind arising out of its negligent acts or omissions in the performance of the Indemnifying Member's work under these Articles of Collaboration as well as any third-party claims of any kind arising out of its manufacture, use or sale of any technology developed under these Articles of Collaboration, including but not limited to liability for injury to persons, damage to property or employment-related claims arising out of work performed by such Member under these Articles of Collaboration, and any and all expenses, costs, attorneys fees, settlements, judgments or awards incurred by a Member in the defense of such claim or lawsuit. Each Member shall promptly notify the negligent Member in writing of any such claim or lawsuit and such Member may, at its sole discretion, elect to assume the sole defense thereof. The Members disclaim any liability and, as against the other parties, waive any claim for consequential, indirect, or special damages under all legal and equitable theories, including without limitation breach of contract, negligence and strict liability, except as to the obligation to indemnify contained in this paragraph. Any Member may waive any right, breach or default which such Member has the right to waive, provided that such waiver shall not be effective against the waiving Member unless it is in writing, is signed by such Member and specifically refers to this Agreement. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof nor of any other agreement or provision herein contained.

10. MISCELLANEOUS

10.1 Non-Assignability: Neither this Agreement nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable without the prior written consent of the Coalition/Cluster except to a Member's wholly or majority owned subsidiaries. Any attempt to do so shall be void. Should any Member be the subject of merger or any other form of reorganization or should it sell or transfer all or a substantial part of its business which includes the part of its business to which this Agreement relates, this Agreement may be assigned by such Member to its successor in law provided that such successor in law obtains the prior written consent of the Chairman, which shall not be unreasonably withheld, and agrees in writing to be bound by the terms and conditions of this Agreement.

10.2 Precedence: Should there be any conflict between the terms and conditions of this Agreement and other Agreements, this Agreement shall take precedence.

10.3 Other Documents: The Parties shall further execute and conduct all such further deeds, documents and acts as may be reasonably required to enable the Parties freely and fully to pursue their agreed objectives set forth herein.

10.4 Governing Law: These Articles shall be governed by the laws of the United States and the State of Connecticut.

10.5 Severability: If any provision of this Agreement, or part thereof, is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions or parts thereof shall not in any way be affected or impaired.

10.6 Entire Agreement: This Agreement and its attachments constitute the entire agreement of the Parties and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions among the Parties, whether oral or written, with respect to the subject matter hereof.

10.7 Amendments: No amendment or modification of this Agreement shall be valid unless made in writing and signed by all Board Members and an executed copy of which is provided to every other Board Member, consistent with the provisions of Section 4.5(a). Except, additions or terminations to the Board of Governors shall be reflected in the most recent version of Attachment C and reflected in the minutes of a Board of Governor's meeting.

10.8 Force Majeure: No party shall be liable in respect to any delay in completion of work hereunder or for the non-performance of any term or condition of this Agreement directly or indirectly resulting from delays by Acts of God; acts of the public enemy; strikes; lockouts; epidemic and riots; power failure; water shortage; or adverse weather conditions; or other causes beyond the control of the Parties. In the event of any of the foregoing, the time for performance shall be equitably adjusted. The Parties shall resume the completion of work under this Agreement as soon as possible subsequent to any delay due to force majeure.

10.9 Definition of Days: Any reference to "days" in this Agreement shall be to calendar days unless otherwise specified.

10.10 Headings: Headings contained in this Agreement are included for convenience only and form no part of the agreement among the Members.

ATTACHMENTS

Attachment A: Coalition/Cluster Statement of Work

Attachment B: Coalition/Cluster Membership Dues

Attachment C: Board of Governor's Membership/Representatives

ATTACHMENT A
TO ARTICLES OF COLLABORATION

COALITION/CLUSTER STATEMENT OF WORK

On an ongoing basis, the Coalition/Cluster shall work collaboratively to enhance economic growth in Connecticut through the development, manufacture, and deployment of fuel cell and hydrogen technologies and associated fueling systems.

Specific objectives to be completed under this agreement are:

1. Create public awareness with industry, academia, and government regarding the benefits and uses of fuel cell and hydrogen technologies to reduce transmission congestion, reduce emissions of controlled pollutants and global warming gases, increase fuel use efficiency, reduce dependence on imported energy, and sustain and increase Connecticut employment.
2. Facilitate identification, communication, and management of key information among users, manufacturers, infrastructure managers, and supply chain entities associated with fuel cell and hydrogen technology.
3. Strengthen Connecticut's fuel cell and hydrogen industry through academic and government involvement.
4. Define and assist in the development of industry and government policy, standards, and goals to advance and demonstrate fuel cell and hydrogen technologies.
5. Provide a forum for discussing common issues and for developing joint projects.
6. To be the state-recognized leader for economic development in the hydrogen and fuel cell sector through collaboration to respond to the challenges of competing states and countries.
7. Other objectives to be determined by the Members.

ATTACHMENT B
TO ARTICLES OF COLLABORATION

COALITION/CLUSTER MEMBERSHIP DUES

The following tabulation shows the funding anticipated to be received from members as part of the Coalition/Cluster Articles of Collaboration. These figures are essentially those submitted by each organization to CCAT for administration of Coalition/Cluster activities.

Premier, minimum	\$2,500
Industry (Based on total employees)	
Large (>300 total employees)	\$1,500
Medium (100-300 total)	\$750
Small (<100 total)	\$375
Academic	\$375
Non-Profit/Other	\$375
Government (ex officio)	N/A

The above dues will be provided to CCAT on an annual basis, in advance with no invoices needed but provided as requested, for administration of Coalition/Cluster activities.

Attachment C – Board of Governors Members/Representatives

Connecticut Center for Advanced Technology, Inc.
222 Pitkin Street, Suite 101
East Hartford, CT 06108
Attn: Joel Rinebold, Director of Energy Initiatives
Telephone: (860) 291-8832
Fax: (860) 291-8874
E-mail: jrinebold@ccat.us

Connecticut Green Bank
845 Brook St.
Rocky Hill, CT 06067
Attn: Rick Ross, Associate Director, Statutory and Infrastructure Programs
Telephone: (860) 257-2887
Fax: (860) 398-5510
E-mail: rick.ross@ctgreenbank.com

Doosan Fuel Cell America
195 Governor's Highway
South Windsor, CT 06074
Attn: David Giordano, Federal and State Government Relations
Telephone: (860) 727-2491
E-mail: david.giordano@doosan.com

FuelCell Energy, Inc.
3 Great Pasture Road
Danbury, CT 06813
Attn: Frank Wolak, VP, Government Business
Telephone: (413) 357-9060 or (203) 825-6036 or 203-825-6000
Fax: (413) 357-9062 or (203) 825-6079
E-mail: fwolak@fce.com

GrowJobs CT
365 New Britain Road
Kensington, CT 06037
Attn: John W. Harrity, Director
Telephone: (860) 828-0359
Fax: (860) 828-9542
E-mail: iamjh@sbcglobal.net

Infinity Fuel Cell and Hydrogen, Inc.
Kennedy Business Park
431A Hayden Station Road
Windsor, CT 06095
Attn: William F. Smith, President
Telephone: (860) 688-6500
Fax: (860) 688-6511
E-mail: wsmith@infinityfuel.com

Precision Combustion Inc.,
410 Sackett Point Road
North Haven, CT 06473
Attn: Anthony Anderson, Director, Marketing & Business Development
Telephone: (203) 287-3700 x 290
Fax: (203) 287-3710
E-mail: aanderson@precision-combustion.com

Proton OnSite
10 Technology Drive
Wallingford, CT 06492
Attn: Steve Szymanski, Director - Business Development
Telephone: (203) 678-2338
Fax: (203) 949-8016
E-mail: SSzymanski@protononsite.com

Sustainable Innovations, LLC
111 Roberts Street, Suite J
East Hartford, CT 06108
Attn: Trent Molter, President and CEO
Telephone: 860-652-9690
Fax: (860) 652-9692
E-mail: trent.molter@sustainableinnov.com