

ENERGY PURCHASE AGREEMENT

by and between

FuelCell Energy, Inc.
("Seller")

and

Central Connecticut State University
("Purchaser")

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ENERGY PURCHASE AGREEMENT

This ENERGY PURCHASE AGREEMENT (this "Agreement") is made as of September____, 2011 (the "Effective Date"), by and between FuelCell Energy, Inc., a Delaware corporation licensed to do business in Connecticut with a principal place of business at 3 Great Pasture Road, Danbury, Connecticut ("Seller"), and Central Connecticut State University, a public institution of higher education with a principal place of business at 1615 Stanley Street, New Britain, Connecticut ("Purchaser"). Seller and Purchaser are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Seller desires to construct, own and operate a fuel cell facility on a site at the campus of Purchaser located in New Britain, Connecticut, which is more particularly described in the License Agreement, a copy of which is appended hereto as Exhibit A (hereinafter the "Property"); and

WHEREAS, Seller desires to sell and deliver to Purchaser, and Purchaser desires to purchase and receive from Seller, all electricity and steam generated by the Facility (as defined herein) during the term of this Agreement and otherwise on terms and subject to the conditions provided herein; and

WHEREAS, Seller will design, develop and construct the Facility, and will own the Facility; and

WHEREAS, Seller will operate and maintain the Facility during the term of and in accordance with this Agreement.

NOW THEREFORE, in consideration of the mutual obligations and undertakings herein contained, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Unless otherwise required by the context in which any term appears: (i) capitalized terms used in this Agreement shall have the meanings specified in this Article 1; (ii) the singular shall include the plural and vice versa; (iii) references to "articles," "Sections," "schedules," "annexes," "appendices" and/or "exhibits," if any, shall be to Articles, Sections, Schedules, Annexes, Appendices or Exhibits hereof; (iv) all references to a particular entity shall include a reference to such entity's successors and permitted assigns; (v) the words "herein," "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular Article or subparagraph hereof; (vi) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (vii) references to this Agreement shall include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified,

supplemented or replaced from time to time; and (viii) the masculine shall include the feminine and neuter and vice versa.

Certain terms in this Agreement shall be defined as follows:

“Affiliate” shall mean, with respect to a person or entity, each person or entity that directly or indirectly controls, is controlled by or is under common control with, such person or entity. For purposes of this definition, “control” (including, with its correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any such person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

“Applicable Law” shall mean, with respect to any Person, all applicable laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, governmental approvals, licenses and permits, directives and requirements of all regulatory and other governmental authorities.

“Average Electricity Capacity” shall mean, with respect to any Operation Year, the average hourly electric capacity (expressed in kW) of the Facility for such Operation Year.

“Business Day” shall mean each Monday through and including Friday during the Term other than nationally recognized holidays and holidays recognized by the State of Connecticut and observed by Purchaser.

“Capacity Adjustment Amount” shall mean in a particular Operation Year, the calculation of (i) 1.00 less the quotient of (a) the Average Electricity Capacity as numerator and (b) the Minimum Electricity Guarantee as denominator, such quotient shall never exceed 1.00; multiplied by (ii) 12; multiplied further by (iii) the Monthly Payment in Exhibit C for the Operation Year which the calculation is being made. *Example:* Assume that in Operation Year 1, the Average Electricity Capacity delivered is 1,290 kW. The Minimum Electricity Guarantee per Exhibit C is 1,303 kW. The total of the monthly payments for Operation Year 1 is \$948,000 (\$79,000/month x 12 months). The percentage reached by dividing the Average Electricity Capacity (1,290 kW) by the Minimum Electricity Guarantee (1,303 kW) equals a factor of 0.99. 1.00 minus 0.99 equals a 0.01 adjustment factor. The Capacity Adjustment Amount for Operation Year 1 would equal \$948,000 multiplied by 0.01, which equals a credit of \$9,480.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commercial Operation Date” shall mean the occurrence of Seller certifying to Purchaser that: (i) the electric generating equipment and all auxiliary equipment and control systems of the Facility have been completely installed and commissioned, including, but not limited to, the process of starting up, testing and normalization of all operating systems; and (ii) the Facility has demonstrated that it has generated and delivered Electricity to the Electricity Delivery Point.

“Electricity” shall mean electricity generated by the Facility.

“Electricity Delivery Point” shall mean the meter point at which Electricity from the Facility is delivered to Purchaser's electrical system.

“Energy” shall mean the Electricity and Steam generated by the Facility.

“Environmental Attributes” means any and all credits, benefits, emissions reductions, offsets, allowances, incentives, and rebates, howsoever entitled, attributable to an operation or process, including but not limited to renewable energy credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to these avoided emissions, including the right of a party to report the ownership of accumulated offsets, green tags, or renewable energy credit reporting rights under any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program (which, as of the Effective Date include certificates issued by Green-e in accordance with the Green-e Renewable Electric Certification Program, National Standard Version 1.3 administered by the Center of Resource Solutions).

“Environmental Incentives” shall mean all rights, credits, benefits, reductions, offsets, allowances and entitlements of any kind, howsoever entitled or named, whether arising under federal, state or local law, international treaty, trade association membership or the like, arising from the Environmental Attributes of the Facility, the Electricity, the Steam or otherwise from the development or installation of the Facility or the production, sale, purchase, consumption or use of the Electricity or the Steam. Without limiting the foregoing, “Environmental Incentives” includes green tags, renewable energy credits, tradable renewable certificates, carbon emissions offsets, carbon financial instruments, portfolio energy credits, and other such credits and allowances that are unknown at the time of this Agreement but that become available in connection with the generation of electricity from the Facility under any governmental, regulatory or voluntary program, including without limitation the United Nations Framework Convention on Climate Change and related Kyoto Protocol. Environmental Incentives shall not include (i) any Tax Incentives or (ii) any Rebates.

“Expiration Date” shall have the meaning assigned to such term in Section 6.1.

“Event of Default” shall have the meaning assigned to such term in Section 13.1.

“Facility” means the Seller's Direct FuelCell® (DFC®) 1500 power plant, including the DFC 1500 Fuel Cell Module, the Electrical Balance of Plant (EBOP), the Mechanical Balance of Plant (MBOP) and the Steam Heat Recovery Unit (HRU).

“Feed Water” shall have the meaning assigned to such term in Section 9.6

“Fuel Cell Module” means the Seller’s DFC 1500 Fuel Cell Module.

“Force Majeure” shall have the meaning assigned to such term in Article 17.

“kWac” shall mean a kilowatt of power alternating current.

“kWh” shall mean a kilowatt hour of electricity.

“Lender(s)” shall mean any and all individuals or entities or successors in interest thereof lending money or extending credit to Seller, or investing equity in Seller in a manner that will provide certain of the tax benefits from the Facility to such individual or entity or successor in interest (i) for the construction, term or permanent financing of the Facility, (ii) for working capital or other ordinary business requirement of the Facility (including but not limited to the maintenance, repair, replacement or improvement of the Facility), (iii) for any development financing, bridge financing, credit enhancement or interest rate protection in connection with the Facility, (iv) for the ownership and operation of the Facility, or (v) for the purchase of the Facility and related rights and obligations of Seller.

“License Agreement” means the license agreement between Seller and Purchaser, a copy of which is appended hereto as Exhibit A.

“Lien” shall have the meaning assigned to such term in Section 20.12.

“Meter” shall mean an instrument or instruments meeting applicable industry standards used to measure and record the volume and other required delivery characteristics of the Electricity or Steam, as applicable, delivered hereunder.

“Minimum Electricity Guarantee” shall mean, with respect to any Operation Year, the electric generation capacity of the Facility, as set forth in Exhibit C, adjusted for ISO corrections to standard conditions and scheduled maintenance of the Facility and natural gas interruptions, water supply interruptions, wastewater discharge interruptions, Campus and Grid electrical system interruptions and all other interruptions outside the control of the Supplier.

“Minimum Steam Guarantee” shall mean the Steam quantities set forth in Exhibit C; provided, however, that such guaranty shall only be applicable when the Seller is actually producing electricity.

“Operation and Maintenance” shall have the meaning assigned to such term in Section 8.3.

“Operation Year” means each successive one-year period following the Commercial Operation Date through the end of the Term.

“Outside Date” shall have the meaning assigned to such term in Section 8.1.

“Person” shall mean an individual, partnership, corporation, company, business trust, joint stock purchaser, trust, unincorporated association, joint venture, governmental authority, limited liability purchaser or any other entity of whatever nature.

“Property” shall have the meaning assigned to such term in the Recitals to this Agreement.

“Proprietary Information” shall have the meaning assigned to such term in Section 16.1.

“Prudent Operating Practices” shall mean the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the electric generation industry for facilities of similar size, type, and design as the Facility, that in the exercise of reasonable judgment, in light of the facts known at the time would have been expected to accomplish results consistent with law, regulation, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition.

“Rebate” shall mean any and all local, state, federal or utility rebates or other funding offered for the development of fuel cell projects, including, but not limited to funding available under the Connecticut Clean Energy Fund and the American Recovery and Reinvestment Act Fuel Cell Program Opportunity.

“Site” shall mean that part of the Property on which the Facility will be located, as more fully described in the License Agreement.

“Steam” shall mean steam generated by the Facility.

“Steam Adjustment Amount” shall mean in a particular Operation Year, the calculation of (i) 1.00 less the quotient of (a) the Steam actually generated by the Facility as numerator and (b) the Steam Capacity set forth in Exhibit D as denominator, such quotient shall never exceed 1.00; multiplied by (ii) 12; multiplied further by (iii) the Monthly Value in Exhibit D for the Operation Year which the calculation is being made. *Example:* Assume that in Operation Year 1, the Steam delivered is 1,584 pounds per hour. The Steam Capacity per Exhibit D is 1,600 pounds per hour. The total of the monthly payments for Operation Year 1 is \$227,820 (\$18,985/month x 12 months). The percentage reached by dividing the Steam delivered (1,584 pounds per hour) by the Steam Capacity (1,600 pounds per hour) equals a factor of 0.99. 1.00 minus 0.99 equals a .01 adjustment factor. The Steam Adjustment Amount for Operation Year 1 would equal \$227,820 multiplied by 0.01, which equals a credit of \$2,278.20.

“Steam Delivery Point” shall mean the point at which Steam from the Facility is interconnected with Purchaser's steam system, as more particularly described in Exhibit A, which is subject to revision by Seller during detailed engineering.

“Tax Incentives” shall mean any local, state or federal tax credits, depreciation (including bonus depreciation), deductions or rebates related to the construction, ownership or operation of the Facility. Without limiting the foregoing, Tax Incentives shall include the right to claim federal income tax credits under Section 45 (i.e., Production Tax Credit) and/or Section 48 (i.e.,

Investment Tax Credit) of the Code. Tax Incentives also shall include any grants or payments made in lieu of tax credits available under Section 45 or Section 48 of the Code.

“Term” shall have the meaning set forth in Article 6.

“Termination Date” shall have the meaning assigned to such term in Section 6.1.

“Transferor” shall have the meaning assigned to such term in Section 16.2.

“Transferee” shall have the meaning assigned to such term in Section 16.2.

“Transmission System” shall mean the Purchaser’s electrical transmission system.

ARTICLE 2

SALE AND PURCHASE OF ENERGY

2.1 Summary Description. Seller will cause to be constructed, will own, and will be responsible for the Operation and Maintenance of the Facility.

2.2 Delivery of Electricity. Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Seller shall deliver to Purchaser at the Electricity Delivery Point as and when available, and Purchaser shall purchase and accept, all Electricity generated by the Facility. Electricity delivered hereunder shall comply with IEEE 1547 standards. Seller shall provide to Purchaser Electricity at the quantities set forth in Exhibit C.

(a) If Seller is unable to deliver the Minimum Electricity Guarantee (the values for which are set forth in the Minimum Electricity Capacity column in Exhibit C with respect to any particular Operation Year), unless such inability is due to an event of Force Majeure or Adverse Regulation as defined in Article 17 hereof (in which case the provisions of Article 17 shall control), then Purchaser’s payment to Seller will be adjusted in the subsequent Operation Year. At the end of each Operation Year, Seller shall calculate the Capacity Adjustment Amount, if any, for such Operation Year and such amount shall be applied, as a credit, in three (3) equal installments against the first three (3) monthly invoices issued by Seller to Purchaser for Energy during the following Operation Year. Should any such credit become due and payable after the expiration or earlier termination of this Agreement, Seller shall issue a check to Purchaser for the amount due.

(b) Notwithstanding anything herein to the contrary, if Seller’s inability to deliver the Minimum Electricity Guaranty is due to: (i) the failure of Purchaser to supply the Feedwater, the Fuel Supply, the Water Supply and/or other utilities to be provided hereunder except if such failure is due to an event of Force Majeure or Adverse Regulation (in which case the provisions of Article 17 hereof shall control); or (ii) the failure of Purchaser to provide access to the Site; Purchaser shall continue to pay Seller pursuant to the rates set forth in Exhibit C and Purchaser shall be entitled to no credit. In addition, if Seller’s inability to deliver the Minimum Electricity Guaranty is due to the reasons set forth in this Section 2.2(b), Purchaser shall make good faith efforts to promptly remove any condition(s) causing such inability.

2.3 Delivery of Steam. Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, Seller shall deliver to Purchaser at the Steam Delivery Point as and when available, and Purchaser shall accept, all Steam generated by the Facility. Seller shall provide to Purchaser Steam if and only if the Plant is producing electricity at the quantities set forth in Exhibit C. Steam delivered hereunder shall meet the specifications set forth in Exhibit E.

(a) If Seller is unable to deliver the Minimum Steam Guarantee (the values for which are set forth in the Steam Capacity column in Exhibit C with respect to any particular Operation Year), unless such inability is due to an event of Force Majeure or Adverse Regulation as defined in Article 17 hereof (in which case the provisions of Article 17 shall control), then Purchaser's payment to Seller will be adjusted in the subsequent Operation Year. At the end of each Operation Year, Seller shall calculate the Steam Adjustment Amount, if any, for such Operation Year and such amount shall be applied, as a credit, in three (3) equal installments against the first three (3) monthly invoices issued by Seller to Purchaser for Energy during the following Operation Year. Should any such credit become due and payable after the expiration or earlier termination of this Agreement, Seller shall issue a check to Purchaser for the amount due.

(b) Notwithstanding anything herein to the contrary, if Seller's inability to deliver the Minimum Steam Guaranty is due to: (i) the failure of Purchaser to supply the Feedwater, the Fuel Supply, the Water Supply and/or other utilities to be provided hereunder except if such failure is due to an event of Force Majeure or Adverse Regulation (in which case the provisions of Article 17 hereof shall control); or (ii) the failure of Purchaser to provide access to the Site, Purchaser shall be entitled to no reimbursement from Seller. In addition, if Seller's inability to deliver the Minimum Steam Guaranty is due to the reasons set forth in this Section 2.3(b), Purchaser shall make good faith efforts to promptly remove any condition(s) causing such inability.

2.4 Payment for Energy Delivered. Purchaser shall pay Seller for the Energy delivered by Seller at the monthly rates set forth on Exhibit C.

2.5 Provision of Natural Gas by Purchaser. Purchaser will provide to Seller, at its expense, natural gas to operate the Facility. Seller guarantees that the maximum annual natural gas consumption of the Facility is and will be 115,369 MMBtu LHV(hereinafter the "Natural Gas Maximum Guarantee"). Should the amount of natural gas required to operate the Facility during any fiscal year of Purchaser exceed the Natural Gas Maximum Guarantee (prorated accordingly for any partial fiscal year), Seller shall reimburse Purchaser for Purchaser's cost for the natural gas consumption which exceeds said Natural Gas Maximum Guarantee in an amount which equals the cost to Purchaser for delivery and commodity charges plus any surcharges (hereinafter the "Gas Reimbursement"). Seller shall notify Purchaser on or before each July tenth of each year during the Term hereof as to whether the Natural Gas Maximum Guarantee was exceeded during the previous fiscal year (or portion thereof) and, if so, the amount by which said Guarantee was exceeded and the amount of the Gas Reimbursement due. If a Gas Reimbursement is due Purchaser, Seller shall provide Purchaser with a credit in the amount of the Gas Reimbursement against the next monthly invoice issued by Seller to Purchaser for Energy provided hereunder. If

the amount so credited exceeds the amount of that invoice, the remaining Gas Reimbursement will be credited against subsequent invoices until exhausted.

ARTICLE 3 BILLING AND PAYMENT

Billing and payment for amounts due and payable for Energy provided hereunder shall be as follows:

3.1 Invoices. Seller shall submit a monthly invoice to Purchaser showing payments due in accordance with the pricing in Exhibit C. All invoices shall be submitted for payment to Purchaser prior to the fifteenth day of the month following the month during which the Energy was provided to Purchaser.

3.2 Payment. Purchaser shall make payment to Seller by the thirtieth (30th) calendar day following the date of Purchaser's "received" date stamp on Seller's invoice. Purchaser shall not delay date-stamping Seller's invoice. Purchaser shall pay to Seller, by check or wire transfer of immediately available funds to an account specified in writing by Seller or by any other means agreed to by the Parties in writing from time to time, the amount due in such invoice. If Purchaser in good faith disputes an invoice, Purchaser shall within thirty (30) days after receipt of such invoice, provide Seller with a written explanation specifying in detail the basis for the dispute, and Purchaser shall pay the undisputed portion of the invoice in accordance with these payment terms. Disputed portions of Seller's invoice shall be due and payable no later than thirty (30) days after resolution of the dispute. Any amount not paid within forty-five (45) days of Purchaser's date stamping of invoice receipt shall accrue interest at the rate of one percent (1%) per month.

ARTICLE 4 TITLE; RISK OF LOSS; FACILITY OWNERSHIP

4.1 Title. Seller shall retain title to the Electricity up to the Electricity Delivery Point, and Purchaser shall assume title to the Electricity at the Electricity Delivery Point. Seller shall retain title to the Steam up to the Steam Delivery Point, and Purchaser shall assume title to the Steam at the Steam Delivery Point. Title shall pass from Seller to Purchaser free of any liens created by Seller.

4.2 Risk of Loss and Exclusive Control. As between the Parties, Seller will be deemed to be in exclusive control of the Electricity and responsible for any property damage or injuries to persons caused thereby up to but excluding the Electricity Delivery Point, and Purchaser will be deemed to be in exclusive control of the Electricity and responsible for any property damage or injuries to persons caused thereby at and from the Electricity Delivery Point. Under normal operating conditions of Seller's equipment risk of loss related to Electricity will transfer from Seller to Purchaser at the Electricity Delivery Point. As between the Parties, Seller will be deemed to be in exclusive control of the Steam and responsible for any property damage or injuries to persons caused thereby up to but excluding the Steam Delivery Point, and Purchaser will be deemed to be in exclusive control of the Steam and responsible for any property damage or injuries to persons caused thereby at and from the Steam Delivery Point.

Under normal operating conditions of Seller's equipment risk of loss related to Steam will transfer from Seller to Purchaser at the Steam Delivery Point.

4.3 Facility Ownership. Seller and Purchaser hereby agree and acknowledge that Purchaser shall have no ownership interest in the Facility and no responsibility hereunder for Operation and Maintenance. Seller shall be entitled to, and is hereby authorized to, file one or more precautionary financing statements or fixture filings in such jurisdictions as it deems appropriate with respect to the Facility in order to protect its rights in the Facility.

ARTICLE 5 CURTAILMENT AND MODIFICATION

5.1 Curtailment By Seller. Seller may curtail deliveries of Electricity and/or Steam as necessary during the course of Operation and Maintenance, including but not limited to planned or unplanned shutdowns or emergencies, to construct, install, repair, replace, remove, maintain or inspect any of the equipment related to the Facility. Seller shall notify Purchaser ten (10) days in advance of any curtailments of which Seller has advance knowledge, and shall promptly and diligently mitigate the time periods and causes of such curtailments to the extent that such cause is within Seller's reasonable control. Seller shall resume deliveries of Electricity and/or Steam as soon as reasonably possible and safe after curtailment, in accordance with Prudent Operating Practices.

5.2 Modification of the Facility. Seller has the exclusive right to design and modify the specifications of the Facility to optimize system cost and performance of the Facility, and to cause the Facility be in compliance with codes and regulations.

ARTICLE 6 TERM AND TERMINATION

6.1 Term. The "Term" shall commence on the Effective Date and continue until the date that is ten (10) years from the first day of the month following the month in which the Commercial Operation Date occurs (with any extensions as provided below, the "Expiration Date"), unless terminated sooner in accordance with this Agreement (the "Termination Date").

6.2 Purchaser Options at Expiration or Termination Date.

(a) Extension of Term. The Parties may upon mutual agreement extend the Expiration Date by five (5) years. If extended, the Parties shall have the option to further extend the term of this Agreement for a final five (5)-year period upon the terms and conditions as provided for herein.

(b) Removal of Facility. Following the expiration or earlier termination of this Agreement Seller shall promptly remove the Facility from the Property and restore the Site as provided in the License Agreement.

6.3 Termination.

(a) Seller shall have the right, in Seller's sole discretion without any liability to Purchaser, to terminate this Agreement upon written notice:

(1) Upon the elimination, alteration or unavailability of one or more Environmental Incentives, Tax Incentives or Rebates that results in a material adverse impact on Seller;

(2) If Seller is required to make any substantial additional improvements or modifications to the Facility or change its operation or interconnection from that contemplated by this Agreement as a result of any change in or enactment of any law, regulation or permit after the Effective Date; or

(3) If Seller is unable, despite commercially reasonable efforts, to obtain or maintain required licenses, permits, or approvals for the construction and operation of the Facility under the terms of this Agreement.

ARTICLE 7 COOPERATION AND APPROVALS

7.1 Cooperation. The Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required. The Parties agree to cooperate in good faith with each other with respect to Seller's development, construction, ownership, and Operation and Maintenance of the Facility.

7.2 Approvals. Seller shall secure and maintain at no cost to Purchaser any and all governmental approvals, permits (including environmental permits), licenses, easements, rights-of-way, releases and other approvals necessary for the construction, maintenance and operation of the Facility. Purchaser shall cooperate with Seller in Seller's pursuit of all items described in the previous sentence, and shall execute such applications and permits that are reasonably necessary for the construction and Operation and Maintenance of the Facility. The Parties agree that they will support and cooperate with one another in the defense of any action of any regulatory body or governmental authority having jurisdiction over the Facility that could adversely affect this Agreement.

7.3 Compliance with Applicable Law. Seller and Purchaser shall comply in all material respects with all Applicable Law, including but not limited to environmental laws, workers' compensation laws, unemployment insurance laws, and health and safety laws.

ARTICLE 8 CONSTRUCTION, OPERATIONS AND MAINTENANCE

8.1 Construction and Commercial Operation. Seller, at its sole cost and expense, will use commercially reasonable efforts to cause the Facility to be installed and achieve a Commercial Operation Date on or before April 30, 2012, subject to day for day extension due to an event of Force Majeure (the "Outside Date"). The following shall apply to any construction and installation work ("Improvements") undertaken by the Seller:

(a) Before proceeding with any Improvements, the Seller shall submit to the Purchaser, at the Seller's sole cost and expense, at least two (2) copies of detailed plans and specifications therefor, for the Purchaser's review and written consent within five (5) business days of submission. The detailed plans submitted by Seller shall be consistent with the installation and interface scope set forth on Exhibit B, which is attached hereto and made a part hereof. Modifications to the installation and interface scope set forth on Exhibit B shall be approved by Purchaser prior to the submission of detailed plans and specifications by Seller. Purchaser's failure to respond (either by approval or rejection for good cause) within such period shall be deemed Purchaser's consent. Any Improvements for which consent has been obtained shall be performed in accordance with the approved plans and specifications, and no material changes thereto shall be made without the prior written consent of the Purchaser, which may be withheld in the Purchaser's sole discretion.

(b) The Seller shall complete any Improvements under the administration of a licensed professional engineer, if so required by the Purchaser, in the Purchaser's sole discretion. If the Purchaser so requires, upon completion of the Improvements the Seller shall deliver a certification from the Seller's professional engineer that the Improvements have been completed substantially in accordance with the plans and specifications approved by the Purchaser.

(c) The Seller, at its own expense, shall obtain all necessary governmental approvals, permits, authorizations and certificates for the commencement and prosecution of the Improvements and for final approval thereof upon completion. The Seller, at its own expense, shall provide the Purchaser with two (2) copies of all such approvals, permits, authorizations and certificates (if not issued by the State of Connecticut Department of Construction Services). The Seller shall cause all Improvements to be performed in a good and workmanlike manner in accordance with the approved plans and specifications.

(d) Throughout the performance of the Seller Improvements, the Purchaser, at the cost or expense to the Purchaser, may provide project administrative oversight to verify for the Purchaser that the Improvements are consistent with the Seller design and installation documents that were approved by the Purchaser.

8.2 Environmental Responsibilities. Seller shall be responsible for the identification, cleanup, removal, remediation and disposal in accordance with Applicable Law of any hazardous materials (a) used, generated, treated, stored, or transported to or from the Site by Seller, its agents or contractors after the Effective Date, or (b) generated or otherwise created by Seller, its agents or contractors.

8.3 Operation and Maintenance. Seller, at its sole cost and expense, shall arrange for operation, repair, monitoring and maintenance services to the Facility and all related systems during the Term, including the monitoring and maintenance of metering equipment determining the quantity of electricity produced by the system (collectively, "Operation and Maintenance").

Seller shall perform the Operation and Maintenance in such a manner as Seller determines is appropriate and in accordance with Prudent Operating Practices.

8.4 Malfunctions and Emergencies. Seller and Purchaser each shall notify the other Party as soon as reasonably practicable upon the discovery of an interruption of the delivery of Electricity or Steam from the Facility or an emergency condition in the Facility. Seller shall commence repairs to the Facility and restore the supply of Electricity or Steam as soon as reasonably practicable after notice, or upon its own discovery and take steps to mobilize personnel to commence repairs after notice or discovery of a condition requiring repair or other corrective action. If an emergency condition exists, Seller shall attempt to dispatch the appropriate personnel promptly upon becoming aware thereof to perform the necessary repairs or corrective action in an expeditious and safe manner. For routine and emergency repairs, the Parties shall contact the persons identified in the list set forth in Exhibit H.

ARTICLE 9 SITE ACCESS AND UTILITIES

9.1 License Agreement. Purchaser has provided Seller with rights to locate the Facility at the Site, ingress and egress rights to the Site, laydown and staging areas, among other things, all pursuant to the terms and conditions of the License Agreement, a copy of which is attached hereto and incorporated herein as Exhibit A.

9.2 Access. Subject to the provisions in Section 16.7, and upon reasonable notice given to Seller, Purchaser shall have access to the Facility at reasonable times to observe the construction and Operation and Maintenance of the Facility and to access documents relating to the Facility for purposes of this Agreement.

9.3 Phone Lines. Purchaser shall use its best efforts to provide and maintain phone lines required by Seller to gather information and data regarding the Facility and other information in accordance with Prudent Operating Practices, as well as computer, or other communication lines, including the provision of one analog phone line and high-speed access link to the Plant for remote monitoring. Purchaser does not and shall not warrant or guarantee the quality or availability of the phone, computer or other communication lines.

9.4 Fuel Supply. Purchaser shall, at its sole cost and expense, purchase and arrange transportation of the natural gas necessary to operate the fuel cell in the quantities and specifications set forth in Exhibit F (the "Fuel Supply"). In the event the natural gas consumed by the Facility over the course of an Operation Year exceeds 115,369 MMBtu per year LHV (such excess amount, the "Excess Fuel Supply"), Seller shall reimburse Purchaser for the costs and expenses (including any surcharges) incurred by Purchaser in its delivery of the Excess Fuel Supply. At no time will Purchaser warrant the composition or supply of the natural gas. However in the event that natural gas supplied by Purchaser does not meet the specifications set forth in Exhibit F, the Parties shall mutually agree on an adjustment to the annual gas supply cap set forth in the previous sentence and/or the Facility's operation and output. Purchaser acknowledges that the Fuel Supply is Seller's sole source of fuel required to operate the Facility and to deliver the Electricity and the Steam. The Parties shall agree on a point at the periphery of

the Facility where the Fuel Supply shall be delivered by Purchaser to Seller. Seller shall install natural gas lines from an existing service location that is mutually acceptable to both Seller and Purchaser and approved by the natural gas supplier to the Seller's side of the interconnect at the Seller's expense. Seller shall have the responsibility of ownership and maintenance of the Fuel Supply systems on the Facility side of such interconnect, and Purchaser shall have ownership and maintenance responsibility on the other side of such interconnect.

9.5 Water Supply. Purchaser shall, at its sole cost and expense, purchase water to operate the Facility from the public utility company in the quantities and according to the specifications set forth in Exhibit G (the "Water Supply"). In the event the water consumed by the Facility over the course of an Operation Year exceeds 3,158 cubic hundred feet ("ccf") per year (such excess amount, the "Excess Water Supply"), Seller shall reimburse Purchaser for the costs and expenses (including any surcharges) incurred by Purchaser in its delivery of the Excess Water Supply. Such reimbursement shall appear as a credit to the invoice issued in June of each year for Energy provided hereunder. At no time will Purchaser warrant the composition or supply of the public water supply. However in the event that water supplied by Purchaser does not meet the specifications set forth in Exhibit G, the Parties shall mutually agree on necessary adjustments to the Facility's operation and output.

Purchaser acknowledges that the Water Supply is Seller's sole source of water required to operate the Facility, to make the Electricity and Steam available, and to deliver the Electricity and the Steam. Seller shall install water lines from an existing service location that is mutually acceptable to both Seller and Purchaser and approved from the public water utility to the Seller's side of the interconnect at the Seller's expense. The Parties shall agree on a point at the periphery of the Facility where the Water Supply is delivered by Purchaser to Seller. Seller shall have the responsibility of ownership and maintenance of the Water Supply systems on the Facility side of such interconnect, and Purchaser shall have ownership and maintenance responsibility on the other side of such interconnect.

9.6 Feedwater Return. Purchaser shall, at its sole cost and expense, return the Feedwater from the Steam in accordance with the specifications set forth in Exhibit E (the "Feedwater"). Purchaser shall provide the Feedwater on a continuous basis, and it must be reliable and stable in terms of pressure, composition, volume and availability. Purchaser acknowledges that the Feedwater is Seller's sole source of Feedwater required to generate Steam at the Facility and to make the Steam available. The Parties shall agree on a point at the periphery of the Facility where the Feedwater is delivered by Purchaser to Seller. Seller has the responsibility of ownership and maintenance of the Feedwater systems on the Facility side of such interconnect, and Purchaser shall have ownership and maintenance responsibility on the other side of such interconnect.

9.7 Discharge Water; Electricity. Seller shall, at its sole cost and expense, tie into Purchaser's wastewater facilities at a location mutually agreed by both Seller and Purchaser. Purchaser shall also provide, at its sole cost and expense, approximately 60 kW electrical service to the Facility for use during construction, startup and shutdown.

9.8 Security. Purchaser shall, at its sole cost and expense, visually monitor the Facility from outside the security fence enclosing the Facility. Such visual inspections shall be consistent in scope and frequency with visual inspections performed by Purchaser of its campus generally. Notwithstanding the foregoing, the parties understand and agree that Purchaser cannot and will not warrant or guarantee the safety and security of the Facility.

ARTICLE 10 TAXES

Seller shall be solely responsible for any tax relating to the construction, ownership, operation, and maintenance of the Facility or its components or appurtenances.

ARTICLE 11 INCENTIVES AND REBATES

Seller shall retain sole ownership of all present and future right, title and interest in any Environmental Incentives, Tax Incentives and Rebates in connection with the Facility, the Electricity and the Steam. Purchaser shall cooperate with Seller in all matters related to the Environmental Attributes, Environmental Incentives, Tax Incentives and Rebates and take reasonable measures to assist Seller in obtaining, using, selling, transferring, holding, and certifying them. Seller shall pay any costs and expenses associated with the foregoing.

ARTICLE 12 REPRESENTATIONS AND WARRANTIES

12.1 By Purchaser. Purchaser represents that:

(a) It is a constituent unit of the State of Connecticut System of Higher Education; that it is authorized under Sections 10a-89 and 10a-151b of the Connecticut General Statutes to enter into and perform this Agreement; and that its execution, delivery and performance of this Agreement has been duly authorized by all necessary action;

(b) To the best of Purchaser's knowledge and belief, no suit, action, arbitration, legal, administrative or other proceeding is pending or, to the best of Purchaser's knowledge, has been threatened against Purchaser that would affect the validity or enforceability of this Agreement or the ability of Purchaser to fulfill its commitments hereunder, or that would, if adversely determined have a material adverse effect on Purchaser's performance under this Agreement;

(c) The execution, delivery and performance of this Agreement by Purchaser will not result in a breach of, default under or violation of any Applicable Law, or the provisions of any authorization or in a breach of, default under or violation of any provision of its bylaws or other organizational documents or any promissory note, indenture or any evidence of indebtedness or security therefore, material lease, material contract or other material agreement by which it or its property is bound; and

(d) This Agreement constitutes a legal, valid and binding obligation enforceable against Purchaser in accordance with its terms, except as the enforceability of such terms may be limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditor's rights generally.

(e) It is not delinquent in the payment of any taxes owed to the State of Connecticut and owes no past due unemployment compensation contributions; and

(f) It has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut.

12.2 By Seller. Seller represents that:

(a) It is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware, that it has the power and authority to enter into and perform this Agreement; and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on its part;

(b) To the best of Seller's knowledge and belief, no suit, action, arbitration, legal, administrative or other proceeding is pending or, to the best of Seller's knowledge, has been threatened against Seller that would affect the validity or enforceability of this Agreement or the ability of Seller to fulfill its commitments hereunder, or that would, if adversely determined have a material adverse effect on Seller's performance under this Agreement;

(c) The execution, delivery and performance of this Agreement by Seller will not result in a breach of, default under or violation of any Applicable Law, or the provisions of any authorization or a breach of, default under or violation of any provision of its certificate of formation or other organizational documents or any promissory note, indenture or any evidence of indebtedness or security therefore, material lease, material contract or other material agreement by which it or its property is bound;

(d) This Agreement constitutes a legal, valid and binding obligation enforceable against Seller in accordance with its terms, except as the enforcement of such terms may be limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforceability of creditor's rights generally;

(e) It is not delinquent in the payment of any taxes owed to the State of Connecticut and owes no past due unemployment compensation contributions; and

(f) It has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut.

12.3 Limitation of Warranty. EXCEPT AS SET FORTH IN SECTION 12.2, SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED UNDER THIS AGREEMENT. ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE AND ANY OTHER WARRANTIES, WHETHER BASED ON STATUTE, CONTRACT, TORT OR OTHERWISE (OTHER THAN AS SET FORTH IN SECTION 12.2) ARE HEREBY COMPLETELY AND IRREVOCABLY WAIVED BY SELLER.

ARTICLE 13 DEFAULT AND TERMINATION

13.1 Events of Default. The following shall constitute an “Event of Default” hereunder:

(a) A failure by Purchaser to pay any amount due hereunder in accordance with Section 3.2;

(b) The determination by the Secretary of the State of Connecticut that Seller is no longer registered to do business as a foreign corporation;

(c) A failure by Seller to deliver to Purchaser: (i) Electricity of at least fifty percent (50%) of the Energy Capacity set forth in Exhibit C hereto and, if the plant is producing electricity, (ii) Steam of at least fifty percent (50%) of the Steam Capacity set forth in Exhibit D hereto for a continuous period of thirty (30) days or more, except to the extent such failure to deliver Electricity and/or Steam is due to:

(i) an event of Force Majeure or Adverse Regulation in accordance with Article 17 hereof, with the understanding that Seller shall make a good faith effort to restore the delivery of the Energy as soon as possible after the Force Majeure event ceases; or

(ii) the refusal or inability of Purchaser to deliver the Fuel Supply, the Water Supply, the Feedwater or other utilities and/or communication lines to be provided by Purchaser hereunder or provide access to the Site.

(d) Except as otherwise provided in Article 17, any other default (including a default under the License Agreement) that has a material adverse impact on the non-defaulting Party, in the event any default described in this subsection (d) is not cured within thirty (30) calendar days after receipt of written notice of the default from the non-defaulting Party setting forth in reasonable detail the nature of such default; provided, that in the case of any such default that cannot be reasonably cured within such thirty (30) calendar days, then the defaulting Party shall have additional time, but in any event not longer than one hundred eighty (180) days, to cure the default if it commences in good faith to cure the default within such thirty (30) calendar day cure period and it diligently and continuously pursues such cure; or

(e) A Party's dissolution or liquidation; a Party's making a general assignment of its assets for the benefit of creditors; a Party's filing of a voluntary petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or after the filing of a case

in bankruptcy or any proceeding under any other insolvency law against a Party, a Party's failure to obtain a dismissal of such filing within sixty (60) calendar days after the date of such filing; or

(f) Any representation or warranty furnished by a Party in connection with this Agreement was false or misleading in any material respect when made, unless the fact, circumstance or condition that is the subject of such representation or warranty is made true within thirty (30) calendar days after the other Party has given the defaulting Party written notice thereof, provided, however, that if the fact, circumstance or condition that is the subject of such representation or warranty cannot be corrected within thirty (30) calendar days; or if such fact, circumstance or condition being otherwise than as first represented does not materially adversely affect the non-defaulting Party, then the defaulting Party shall have additional time, but in any event not longer than one hundred eighty (180) days, to cure the default if it commences in good faith within such thirty (30) calendar day cure period to correct the fact, circumstance or condition that is the subject of such representation or warranty and it diligently and continuously proceeds with all due diligence to correct the fact, circumstance or condition that is the subject of such representation or warranty.

13.2 Remedies Following Default. Upon the occurrence of an Event of Default, or if otherwise permitted under this Agreement, the non-defaulting Party may exercise any one or more of the following remedies:

(a) All remedies available under this Agreement or under Applicable Law after the applicable cure period, unless the remedy under Applicable Law has been waived, superseded or modified under this Agreement; or

(b) After notice and a right to cure as specified in this Agreement, terminate this Agreement by delivery of a written notice to defaulting Party declaring termination.

(c) In the event that this Agreement is terminated by Seller due to Purchaser's Event of Default, Purchaser shall be required to pay to Seller any amounts owed by Purchaser as of the Termination Date. In addition, the Parties agree that the value of the Seller's just claim for damages at the time of such termination, may include, but not be limited to, the following: (i) Connecticut Clean Energy Fund (ARRA) grant funding that may be required to be refunded by the Seller in the event of early termination of this Agreement and (ii) Federal Investment Tax Grants required to be refunded by the Seller in the event of early termination of this Agreement. No right or remedy conferred upon or reserved to the Parties hereunder is intended to be exclusive of any other right or remedy, and each and every right and remedy is cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter existing at law or in equity.

13.3 No Waiver. Except as specifically provided herein, each and every right, power and remedy of a Party, whether specifically stated in this Agreement or otherwise existing, may be exercised concurrently or separately from time to time, and so often and in such order as may be deemed expedient by the exercising Party. No delay or omission of a Party in the exercise of

any right, power or remedy shall impair or operate as a waiver thereof or of any other right, power or remedy.

ARTICLE 14

NO PARTNERSHIP; INDEPENDENT SELLER

14.1 Independent Contractors. Seller and Purchaser agree that they are independent contractors and that nothing contained in this Agreement shall be deemed to constitute them partners, agents or joint venturers with each other or with any other party. Notwithstanding any provision of this Agreement, the Parties do not intend to create hereby any lease, joint venture, partnership or association taxable as a corporation or other entity for the conduct of any business for profit. Neither Party shall have any right, power or authority to enter any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of the other Party. If it should appear in the judgment of Seller that one or more changes to this Agreement would be required in order to prevent the creation of a partnership for United States federal tax purposes between Seller and Purchaser, the Parties agree to negotiate promptly in good faith with respect to such changes.

14.2 Not a Lease. The Parties acknowledge and agree that this Agreement is a service contract and not a lease.

ARTICLE 15

METER MAINTENANCE AND RECORDS

15.1 Electricity delivered by Seller to Purchaser hereunder shall be measured by electric watt-hour Meter(s) and associated equipment located at the Electricity Delivery Point.

15.2 Steam delivered by Seller to Purchaser hereunder shall be measured by one or more remotely-read BTU meters and associated equipment located at the Steam Delivery Point.

15.3 Seller shall own, operate, maintain and remotely read the utility-grade Meters for the measurement of Electricity and Steam provided to Purchaser, and for the measurement of Fuel Supply provided to Seller. Upon Purchaser's written request, Seller shall furnish a copy of all technical specifications and accuracy calibrations for the Meters. Seller shall test the Meters no less often than annually.

15.4 Purchaser shall have the right to install, at no cost to Seller, check Meters and associated metering equipment; provided, however, that such equipment shall be operated and maintained in a manner that does not interfere with the installation, maintenance and operation of Seller's Meter(s) and associated equipment. Purchaser shall have reasonable access to Seller's metering equipment for purposes of testing.

15.5 Each Party shall have the right to be present when the other Party is performing maintenance on the metering equipment, and the Party performing maintenance shall give the other Party reasonable notice of the scheduled maintenance time.

15.6 On a monthly basis, Seller shall deliver, as an attachment to its invoice, a report to Purchaser containing information about the operation and performance of the Facility during the prior month.

15.7 All records, reports and data concerning the Facility shall be and remain the property of Seller, although Purchaser shall have commercially reasonable rights to conduct audits of all records, reports and data at Purchaser's sole expense, and use the same as may be required to perform and administer this Agreement.

ARTICLE 16 PROPRIETARY INFORMATION

16.1 Definition of Proprietary Information.

(a) The term "Proprietary Information" means all information, written or oral, which has been or is disclosed by the Transferor (as defined hereunder), or which otherwise becomes known to the Transferee (as defined hereunder) or any Person in a confidential relationship with, the Transferee, and which (i) relates to matters such as patents, trade secrets, research and development activities, draft or final contracts or other business arrangements, books and records, budgets, cost estimates, pro forma calculations, engineering work product, environmental compliance, vendor lists, customers, suppliers, manufacturing processes, power consumption, pricing information, business strategy, private processes, and other similar information, as they may exist from time to time, or (ii) the Transferor expressly designates in writing to be confidential.

(b) Proprietary Information shall exclude information falling into any of the following categories: (i) information that, at the time of disclosure hereunder, is in the public domain, other than information that entered the public domain by breach of this Agreement or in violation of any Applicable Law; (ii) information that, after disclosure hereunder, enters the public domain, other than information that entered the public domain by breach of this Agreement, or in violation of any Applicable Law; (iii) information, other than that obtained from third parties, that prior to disclosure hereunder, was already in the recipient's possession, either without limitation on disclosure to others or subsequently becoming free of such limitation; (iv) information obtained by the recipient from a third party having an independent right to disclose the information; or (v) information that is obtained through independent research without use of or access to the Proprietary Information.

16.2 **Use of Proprietary Information.** Except as otherwise provided herein, including Section 16.5, any Proprietary Information of a Party (the "Transferor") which is disclosed to or otherwise received or obtained by the other Party (the "Transferee") incident to this Agreement shall be held, in confidence, and the Transferee shall not publish or otherwise disclose any such Proprietary Information to any Person for any reason or purpose whatsoever, or use any such Proprietary Information for its own purposes or for the benefit of any Person, without the prior written approval of the Transferor, which approval may be granted or withheld by the Transferor in its sole discretion. Without limiting the generality of the foregoing, each Party shall observe

the same safeguards and precautions with regard to Proprietary Information which such Party observes with respect to its own information of the same or similar kind.

16.3 Disclosure to Affiliates. Each Party agrees that it will make available Proprietary Information received from the other Party to its Affiliates and its and their employees, agents, contractors and advisors only on a need-to-know basis, and that all Persons to whom such Proprietary Information is made available will be made aware of the confidential nature of such Proprietary Information, and will be required to agree to hold such Proprietary Information in confidence under terms substantially identical to the terms hereof.

16.4 Publicity. Neither party shall use the name, trade names or trademarks of the other Party or the other Party's employees in connection with any public announcement, promotion, or advertising relating to this Agreement without the prior written permission of an authorized representative of the other Party. The foregoing shall not, however, preclude any legally required disclosure, reports generated in the normal course of business, or acknowledgement of sponsorship as required by the guidelines of an academic organization.

16.5 Exceptions. Notwithstanding the foregoing:

(a) Nothing herein shall prohibit or limit Purchaser from disclosing Proprietary Information if so required by any court order, subpoena or other legal process, including, but not limited to, any demand made pursuant to the Connecticut Freedom of Information Act, provided, however, that Purchaser shall rely upon any and all trade secret or proprietary information exceptions or exemptions to the public disclosure laws available to it to protect the Proprietary Information from disclosure to any person, except as expressly authorized hereunder. In the event that Purchaser receives any such demand, order or other legal process compelling such disclosure, Purchaser shall notify Seller prior to making any disclosure in order to afford Seller the opportunity, at its sole discretion and expense, to take legal action opposing such disclosure. Disclosure by Purchaser of any of Seller's Proprietary Information in any instance will not relieve Purchaser of the obligation to adhere to the confidentiality obligations imposed by this Agreement in all other instances and for all other purposes.

(b) A Transferee may provide any Proprietary Information to any governmental authority having jurisdiction over or asserting a right to obtain such information, provided that (i) the disclosure of such Proprietary Information is required by Applicable Law, or such governmental authority orders that such Proprietary Information be provided, and (ii) the Transferee promptly advises the Transferor of any request for such information by such governmental authority and cooperates in giving the Transferor an opportunity to present objections, requests for limitation, and/or requests for confidentiality or other restrictions on disclosure or access, to such governmental authority.

(c) Seller may disclose Proprietary Information to any governmental authority in connection with the application for any license or other authorization, provided, however, that Seller shall make use of any applicable policy or regulation of the

governmental authority that allows for the filing of Proprietary Information under seal or other confidentiality procedures.

(d) Seller may disclose Proprietary Information to any prospective Lender for purposes of such party's evaluation in connection with the provision of debt or equity financing (including equity contributions or commitments), refinancing of any such financing, or any guarantee, insurance or credit support for or in connection with such financing or refinancing, in connection with the construction, ownership, operation or maintenance of the Facility, or any part thereof; provided that the recipient of any such Proprietary Information agrees in writing to maintain such information in confidence under terms substantially identical to those contained in this Agreement. Seller shall vigorously enforce the terms of any such confidentiality agreement.

(e) Either Party may disclose Proprietary Information to the extent that such disclosure is required pursuant to the rules of any securities exchange to the extent such Party is subject to regulation.

16.6 Term of Obligations. The obligations of the Parties under this Article 16 shall remain in full force and effect for five (5) years following the expiration or termination of this Agreement.

16.7 Stack Integrity. Purchaser shall not, and shall not permit its employees, subcontractors, facility operators, site owners or agents to open any Fuel Cell Module or otherwise attempt to view the interiors of the Fuel Cell Module without the prior written permission of Seller. Violation of this Section shall (a) be deemed a material breach of the confidentiality provisions set forth in this Article; and (b) void all warranties contained in this Agreement. Purchaser may open a Fuel Cell Module or allow a Fuel Cell Module to be opened if, in the determination of Purchaser, there occurs an emergency condition involving the Fuel Cell Module that imperils human life or threatens substantial property damage. If Purchaser opens a Fuel Cell Module or allows a Fuel Cell Module to be opened pursuant to this Section, Purchaser shall (i) limit such intrusion into the Fuel Cell Module as narrowly as possible, and (ii) treat any information learned thereby as Service Provider's confidential and proprietary information pursuant to this Article.

16.8 Software and Other Intellectual Property Integrity. Purchaser shall not, and shall not permit its employees, subcontractors, facility operators, site owners or agents to reproduce, distribute, transmit or modify the Seller's software or other intellectual property, except that Purchaser shall be permitted to use and operate such software and intellectual property in connection with the operation and use of the Plant hereunder; nor shall Purchaser, its employees, subcontractors, facility operators, site owners or agents reverse engineer or decompile the software or other intellectual property for any purpose, or permit others to do so.

ARTICLE 17

MATERIAL CHANGED CONDITIONS, ADVERSE REGULATION, AND FORCE MAJEURE

17.1 Material Changed Conditions. In the event that a “Material Changed Condition” is discovered or occurs during the Term of this Agreement, the Parties will meet and confer to discuss such Material Changed Condition and determine the equitable adjustment to the payment due Seller hereunder and/or the time for performance to which Seller shall be entitled. The following shall constitute a “Material Changed Condition” provided that such condition or event materially interferes with Seller’s construction, installation, operation or maintenance of the Facility: (i) inadequate access to the Property which has not been remedied despite notice to the Purchaser of such; (ii) a risk (not created by Seller or its subcontractors) that continuing with the work might jeopardize the safety of any person or property, including the Facility or the Property; (iii) improper environmental controls (e.g., air emissions, waste water blow-down) by parties other than Seller or its subcontractors; (iv) installation, operation, maintenance or alteration of the Facility by anyone other than Seller or Seller’s subcontractors; (v) damage to or loss of the Facility caused by anyone other than Seller or Seller’s subcontractors; (vi) reasonably unforeseeable delays or difficulties in installing, operating or maintaining the Facility caused by parties other than Seller or Seller’s subcontractors or due to conditions on the Property or at the Facility; (vii) delays or difficulties due to the inaccuracy of any information provided by the Purchaser; (viii) the discovery of previously undisclosed Hazardous Substances on the Property or the Facility, unless brought there by the Seller or the Seller’s subcontractors; or (ix) changes or modifications to the Facility requested or required by parties other than the Seller.

17.2 Adverse Regulation. If, due to decisions, interpretations, no-action or similar letters, rulemakings or orders of a court or agency of competent jurisdiction, or due to federal or state laws, regulations or rules: (i) Seller reasonably believes its ownership of the Facility or its operation, maintenance, control or use of the Facility, or the production of electricity or steam, may cause Seller or any of Seller’s parent, subsidiaries, affiliates, or any officer, director, stockholder, partner, agent, member, owner or creditor of any of the foregoing, to become subject to regulation by any state or the federal government as a public utility, public service corporation, electric utility, steam utility, public utility holding company or similar entity; or (ii) either party’s performance under this Agreement, or Seller’s ownership, operation, maintenance or control of the Facility, may be prohibited or unlawful (collectively, “Adverse Regulation”), such party shall have the right at its sole discretion to take any action it deems appropriate to eliminate or mitigate such event of Adverse Regulation, including without limitation ceasing System operation and use, ceasing the production of Energy, or terminating this Agreement, without cost or liability to the other party (except for payment obligations for use of the System through the date that operation and use of the System ceases).

17.3 Force Majeure. The following shall constitute an event of “Force Majeure” entitling the Parties to the rights set forth below: (i) any cause or occurrence beyond the control of the affected party which by the exercise of due diligence such party could not reasonably have been expected to avoid such event and prevents performance or makes performance materially more onerous (including, but not limited to, fire, flood, earthquake, storm, act of God, terrorist acts, civil disobedience, labor disputes, labor or material shortages, losses of grid-supplied electric power, natural gas supply or water supply, loss of telephone, internet or other telecommunications service, reasonably unforeseeable delay in manufacturing and deliveries of equipment, replacement parts, or third party services required to operate and maintain the Facility, sabotage, restraint by court order or public authority (whether valid or invalid); or (ii) Adverse Regulation. Upon the occurrence of an event of Force Majeure, the affected Party will

have the right to: (a) suspend performance under this Agreement; and/or (b) equitably adjust the time for such Party's performance, including, at such party's option, by means of extending the Term by a period equal to the duration of the Force Majeure event; provided however, that in no event shall any and all such extensions be longer than six (6) months total and such extension to be effectuated in accordance with Section 20.18. Neither party shall be relieved of its obligation to perform if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. Upon the occurrence of any such event of Force Majeure on or after the Commercial Operation Date, the Purchaser shall not be obligated to continue to pay the Seller the payments due hereunder while the Force Majeure condition is being addressed (in addition to any other payments required or owing hereunder). The Party affected by the Force Majeure event shall promptly notify the other Party of the specific nature, extent and expected duration of such event of Force Majeure, and shall use reasonable efforts and due diligence to remedy its inability to perform arising out of any event of Force Majeure, and shall promptly resume performance thereafter. If an event of Force Majeure lasts longer than nine (9) months, either Party shall have the right to terminate this Agreement and the provisions of Subsection 6.2(b) shall apply. Notwithstanding anything to the contrary set forth herein, in no event shall the Purchaser's obligation to pay amounts due and owing hereunder prior to the Force Majeure event be suspended.

ARTICLE 18

INDEMNIFICATION BY SELLER

18.1 Seller shall fully indemnify, hold harmless and defend the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Seller's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of Seller or its employees, agents or subcontractors. In no event shall Seller's indemnification obligations extend to the actions or omissions of Purchaser, the Board of Trustees of the Connecticut State University System, the Board of Regents of Higher Education, or the State of Connecticut, or their officers, agents or employees. Property damage or injuries to persons from either the Electric or Steam Delivery Point that are a result of any intentional, reckless or negligent act or omission of Seller shall be the responsibility of the Seller under the preceding sentences of this Article 18.

18.2 As part of Seller's indemnities under Section 18.1, Seller shall reimburse Purchaser for any and all damage to the real or personal property of Purchaser caused by the acts of Seller or Seller's officers, employees or agents. Purchaser shall give Seller reasonable notice of any claim for such damage.

18.3 This Article shall survive the expiration or earlier termination of this Agreement and shall not be limited by reason of any insurance coverage.

18.4 Neither party shall be liable for damage to any property or injury to any person caused by the other party's negligence, omission or misconduct or willful, wanton and intentional acts or caused by the other party's criminal conduct.

ARTICLE 19 INSURANCE

19.1 Insurance. Each Party shall provide and maintain General Liability, Public Liability, Automobile Liability, and Workers' Compensation Insurance so as to provide protection and indemnification against any and all such claims or suits in connection with the Facility which is the subject of this Agreement. Each Party shall furnish to the other certificates issued by insurance companies reasonably acceptable to the other Party. Insurance policies carried and the limits of coverage shall be as follows:

(a) Each Party shall maintain Workers' Compensation Insurance for such Party's employees to the extent of statutory limits, and Occupational Disease and Employer's Liability Insurance for not less than \$1,000,000.

(b) Each Party shall maintain Commercial General Liability Insurance, including but not limited to Products and Completed Operations and Contractual Liability, as applicable to such Party's obligations under this Agreement with limits not less than:

(i) Personal Injury - \$5,000,000 per occurrence, and

(ii) Property Damage - \$5,000,000 per occurrence.

(c) Each Party shall maintain Automobile Liability Insurance with limits not less than: Bodily Injury - \$1,000,000 each accident, and Property Damage - \$1,000,000 each accident.

19.2 Property Damage Insurance. Each Party shall maintain Property All Risk Property Damage Insurance in an amount sufficient to cover losses to the Facility, with additional costs required to add each Party to the other Party's All Risk Policy. With respect to any property owned by a Party, each Party's property insurance shall be primary and noncontributing with any insurance which may be carried by the other Party, and shall afford coverage for claims related to the other Party's property or the Facility.

19.3 Certificates of Insurance. Each Party shall provide certificates of insurance to the other during the Term certifying that such coverages shall remain in effect for the duration of this Agreement; provided, however, that Purchaser shall deliver certificates of insurance to Seller during the Term with a satisfactory loss payable endorsement naming Seller as a loss payee, or in the case of any real property, an additional insured, such endorsements to contain a waiver of warranties. All certificates of insurance shall state that prior to cancellation, non-renewal or any material change, ten (10) Business Days written notice shall be given to Purchaser. Failure of

Purchaser to enforce the minimum insurance requirements listed above shall not relieve Seller of responsibility for maintaining these coverages.

19.4 Occurrence Policy. All insurance required hereunder shall provide insurance for occurrences from the Effective Date hereof throughout the later of the Expiration, Termination, or completion of all contract obligations hereof.

ARTICLE 20 MISCELLANEOUS

20.1. Applicable Law. This Agreement shall be governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws. Seller shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations which are in effect during the term hereof and which in any manner affect the work or its conduct.

20.2. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until Seller is notified that this Agreement has been accepted by Purchaser and, if applicable, approved by the Office of Policy and Management ("OPM"), the Department of Administrative Services ("DAS") and the Attorney General of the State of Connecticut.

20.3 Notice. Any notice, demand, request, consent, approval confirmation, communication or statements which is required or permitted under this Agreement shall be in writing and shall be given or delivered by personal service, telecopy, Federal Express or comparable overnight delivery service, electronic mail, or by deposit in the United States Post Office, postage prepaid, by registered or certified mail, addressed to the Party receiving notice as specified below, which shall be updated by the Parties as required. Changes in such address and/or contact persons named shall be made by notice similarly given. Notices given by personal service or sent by telecopy shall be deemed given the day so given or sent. Notices mailed or sent by a delivery service or by registered or certified mail as provided herein shall be deemed given on the third Business Day following the date so mailed or on the date of actual receipt, whichever is earlier.

PURCHASER: Central Connecticut State University
Attn: Salvatore Cintorino
1615 Stanley Street
New Britain, CT 06050
Phone: (860) 832-1889
Fax: (860) 832-2329
Email: Cintorino@ccsu.edu

SELLER: FuelCell Energy, Inc.
Attn: Andrew J. Skok
3 Great Pasture Road
Danbury, CT 06813

Phone: 203-825-6068
Fax: 203-825-4999
Email: askok@fce.com.

20.4 Claims Against the State. Notwithstanding the foregoing, Seller agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and Seller further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

20.5 Non-discrimination. References in this section to "contract" shall mean this Agreement and references to "contractor" shall mean Seller.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and

to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

20.6 Executive Orders. This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth herein. At Seller's request, Purchaser shall provide a copy of these orders to Seller.

20.7 Campaign Contribution Restrictions. On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000.00 or more, or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, which is set forth below, and will inform its principals of the contents of the notice. See SEEC Form 11 (reproduced and inserted below).

SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION
AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes § 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban - No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform - State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations - Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties - \$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties - Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences - Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided. Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"*State contractor*" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and

full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100.

"Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies,

equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

20.8 Whistleblowing. This Agreement is subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

20.9 Complete Agreement; Modification. The terms and provisions contained in this Agreement and referenced documents constitute the entire Agreement between Purchaser and Seller and shall supersede all previous communications, representations, or agreements, either oral or written, between Purchaser and Seller with respect to the Facility. No amendment or modification of this Agreement shall be binding on either Party unless such amendment is reduced to writing and signed by authorized representatives of both Parties and approved by the Office of the Attorney General of the State of Connecticut.

20.10 Third Party Beneficiaries. Except as otherwise expressly provided herein, this Agreement is for the sole benefit of the Parties hereto, and nothing in this Agreement or any action taken hereunder shall be construed to create any duty, liability or standard of care to any Person not a Party to this Agreement. Except as specifically otherwise provided herein, no Person shall have any rights or interest, direct or indirect in this Agreement.

20.11 Assignment, Successors and Assigns.

(a) Neither Party shall assign or transfer this Agreement or any rights or obligations hereunder or interest herein to anyone without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed, provided, however, that (i) Seller may, without the consent of Purchaser, assign its rights and obligations under this Agreement to Lender in connection with any financing of the Facility, provided such Lender agrees in writing to be bound by the terms and provisions of this Agreement and the License Agreement, (ii) Seller may, without the consent of Purchaser, assign or transfer this Agreement to an Affiliate or in case of merger, acquisition or sale of all or substantially all of Seller's assets, (iii) a change in control of Seller shall not be deemed an assignment of this Agreement and shall be allowable without the consent of Purchaser, and (iv) Purchaser may, without the consent of Seller, assign its rights and obligations under this Agreement to any person or entity with a credit profile that is similar to or better than the Purchaser's and to whom Purchaser also assigns or transfers all of its interest in the Property if such person or entity expressly accepts and assumes all of Purchaser's obligations hereunder. No assignment or transfer of this Agreement or of the License Agreement will release or discharge the assignor from any duty or responsibility under this Agreement nor alter any obligations of Seller hereunder, including, but not limited to, indemnification, warranty, construction, supply, and/or maintenance obligations owed by the assignor and the assignor shall remain primarily liable for and guarantees the performance of all covenants and obligations of assignor hereunder.

(b) In the event Seller assigns its rights under this Agreement as security in connection with any financing transaction entered into by Seller as permitted in 20.11(a)(i) above, Seller may mortgage or grant a security interest in this Agreement and the Facility, and may assign this Agreement and the Facility to any Lender, provided such Lender agrees in writing to be bound by the terms and provisions of this Agreement and the License Agreement. No such assignment of this Agreement or of the License Agreement will release or discharge Seller from any duty or responsibility under this Agreement nor alter any obligations of Seller hereunder, including, but not limited to,

indemnification, warranty, construction, supply, and/or maintenance obligations owed by Seller and Seller shall remain primarily liable for and guarantees the performance of all covenants and obligations of Seller hereunder.

20.12 Savings Clause. Each term and condition of this Agreement is deemed to have independent effect and the invalidity of any partial or whole paragraph or article shall not invalidate the remaining paragraphs or articles. The obligation to perform all of the terms and conditions of this Agreement shall remain in effect regardless of the performance of any invalid term by the other Party.

20.13 Removal of Liens.

(a) Seller shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Property or any interest therein; provided that this Section shall not limit Liens on the Facility. Seller also shall pay and extinguish any lien before a fine or penalty may attach to Purchaser's property including any taxes, charges or fees of whatever type of any relevant governmental authority, relating to any work performed hereunder by Seller and/or its agents and/or sub-contractors on the Property for which Seller is responsible hereunder. In the case of the filing of any lien or claim for lien, Seller shall discharge such lien or claim for lien by payment, deposit, bond or by order of a court of competent jurisdiction or otherwise within thirty (30) business days after becoming aware of its filing. If Seller fails to discharge any lien or claim for lien within this period, then, in addition to any other right or remedy of Purchaser, Purchaser, without investigating its validity, may discharge the same either by paying the amount claimed to be due or by procuring its discharge by deposit in court or bonding. Any amount paid by Purchaser for any of the aforesaid purposes, and all reasonable legal and other expenses of Purchaser, including reasonable attorneys' fees, in any legal action or in procuring the discharge of any lien, with all disbursements in connection therewith, shall be paid by Seller to Purchaser on demand with interest thereon of ten (10%) percent (or the maximum legal limit, whichever is lower), from the date of payment.

(b) Purchaser shall not cause any Liens to be placed on or with respect to the Facility or any interest therein.

20.14 Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the Purchaser of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

20.15 Disputes. In the event of any claim, dispute or controversy arising under, out of or relating to this Agreement or any breach or purported breach thereof (the "Dispute"), the Parties shall attempt in good faith to resolve the Dispute promptly by negotiation between representatives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of the Agreement, if any. Either Party (in this context, the "Disputing Party") may give the other Party written notice of the existence of any such Dispute (the "Dispute Notice"). Within ten (10) days after delivery of the Dispute Notice, the Party receiving the notice shall submit to the Disputing Party a written

response. The Dispute Notice and the response shall each include: (a) a statement of the relevant Party's position and a summary of arguments supporting that position; and (b) the name and title of the representative who will represent the Party in the negotiations and of any other person who will accompany such representative. Within twenty (20) days after delivery of the Dispute Notice, the representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute (the "Settlement Period"). However, this Settlement Period shall terminate no later than sixty (60) days after delivery of the Dispute Notice unless such period is extended by mutual written agreement of the Parties. If these representatives are unable to reach agreement during this Settlement Period, the Parties shall engage senior management officials at a mutually acceptable time and place to attempt to resolve the Dispute within an additional thirty (30) day period. In the event the Parties are unable to resolve such Dispute within this period (or such other period as the Parties may mutually agree), the Parties may pursue any and all remedies available to them under this Agreement or under Applicable Law, unless the remedy under Applicable Law has been waived, superseded or modified under this Agreement.

20.16 Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of the content of any of its provisions.

20.17 Entire Agreement. This Agreement, including the exhibits and schedules attached hereto and made a part hereof, if any, and the License Agreement executed by the parties contemporaneously herewith, contain the entire agreement of the parties with respect to the subject matter hereof, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein or in the License Agreement.

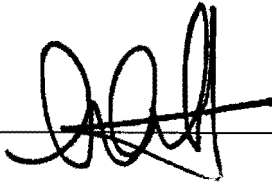
20.18 Conflict. In the event of any conflict or inconsistency between the terms of this Agreement and the License Agreement, the parties shall attempt in good faith to resolve the conflict and make any modifications to this Agreement and/or to the License Agreement necessary to reflect any resolution reached.

20.19 Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either Seller or Purchaser in connection with this Agreement shall be binding only if evidenced in a writing signed by Seller and Purchaser and approved by the Attorney General of the State of Connecticut.

20.20 Counterparts. This Agreement and any modification of this Agreement may be executed by counterparts all of which shall have the full force and effect of a fully executed copy hereof.


IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date set forth above.

FUELCELL ENERGY, INC.

By: 
Arthur Bottone
Title: President and CEO

Date: 9-30-11

CENTRAL CONNECTICUT STATE UNIVERSITY

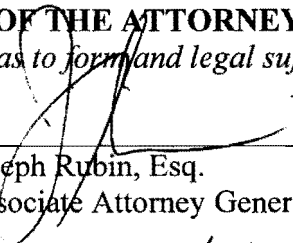
By: 
CAO

Title: CAO

Date: 10/5/11

OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF CONNECTICUT

Approved as to form and legal sufficiency.

By: 
Joseph Rubin, Esq.

Title: Associate Attorney General

Date: 10/6/11

EXHIBIT A
License Agreement

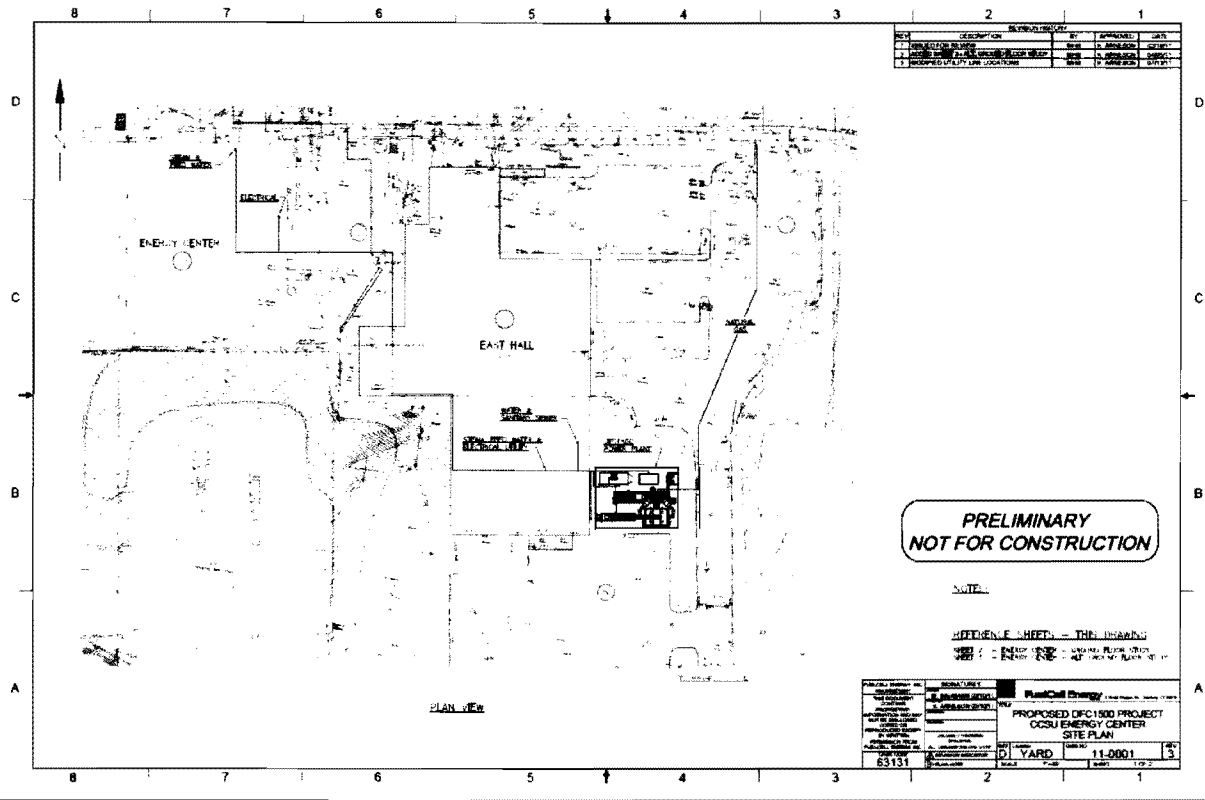


EXHIBIT B

Interconnection Points

Design Approach: The design of the Facility will be in accordance with applicable codes and standards and Purchaser standards. The mechanical and electrical design of the interconnecting systems will be submitted for review and acceptance by Purchaser at the fifty percent (50%) and ninety percent (90%) complete design stages.

Siting: The Facility will be installed on a concrete slab adjacent to southeast corner of East Hall. The pad will be located at an elevation of approximately 111 feet – approximately one (1) foot above the finished grade of the parking lot on the south side of East Hall. The Facility equipment area will be surrounded on the north and east by an eight (8) to ten (10) foot retaining wall and a security fence. The security fence will be approved by Purchaser.

Interconnection Points: The interface location will be isolated upstream of Purchaser's interconnection point by Purchaser prior to Seller's interconnection. The isolation will be done in a fashion allowing Seller to place equipment in service with minimal impact to Purchaser's normal operations.

Natural Gas: The point of interconnection for the natural gas supply will be the meter station adjacent to the Facility. The underground lateral from the existing, utility distribution system on Wells Street up to and including the meter station will be installed by Connecticut Natural Gas Company (CNG). The lateral will be routed, as shown on the Site Plan drawing reproduced below, under the driveway between Wells Street and Manafort Drive and into the Facility area. The engineering and installation of the line will be coordinated with CNG by Seller. The parties understand that CNG will repair the driveway after the line is installed.

Potable Water: The point of interconnection for the potable water will be after the existing, utility water meter in the Plumbing Shop of East Hall. The potable water line to the fuel cell will be separately metered.

Sanitary Sewer: The point of interconnection for the wastewater will be a drain in the Mechanical Room of East Hall. The wastewater from the fuel cell will be at ambient temperature and run in PVC piping to the point of interconnection.

Steam: The point of interconnection for the steam supply will be either:

Option A: The main steam header in the Energy Center downstream of the existing pressure regulating valve; or

Option B: In the Mechanical Room of East Hall.

The final location will be agreed upon during the fifty percent (50%) design submittal review. Seller will work with Purchaser's water treatment company to arrange for chemical treatment of the steam as appropriate. The steam line will be routed along with the power cable (see below).

Feedwater: The point of interconnection for the feedwater will be the main feedwater header in Purchaser's Energy Center. The feedwater line will be routed along with the Power cable (see below). The feedwater line will be insulated, Schedule 80 carbon steel piping.

Power: The point of interconnection for the electric supply will be the existing, 4160 V spare breaker (52-13) in Purchaser's Energy Center Electrical Room. The utility routing between East Hall and the Energy Center will start below grade at the Facility and through the east wall on the bottom floor of East Hall. The routing will continue along the ceiling west to the west wall up along the wall to the ceiling of the third floor of East Hall. At that point it will be routed along the ceiling north and into the carpentry shop. Routing will continue out of the carpenter shop below grade and across the driveway behind (south of) the transformer wall and along the wall into the generator room of the Energy Center. Seller will purchase and install a spare 4160 V breaker and cabinet to replace the existing spare 52-13 breaker. The breaker will be purchased from Russelectric or equal, as approved by Purchaser and installed after the construction of the Facility is complete.

Controls: The controls of the Facility will be integrated with the Energy Center controls as appropriate. Purchaser's control system will be capable of only monitoring the operation of the Facility and providing permissive signals for fuel cell operation for the three modes of operation:

- (i) Grid Connected Mode (with or without the existing generators);
- (ii) Grid Independent Mode (without the utility grid); and
- (iii) Island Hot Standby Mode. During Grid Connected mode, the Facility can be ramped up and operated in parallel with the utility grid to operate continuously. The Facility will also operate in Grid Independent mode in parallel with existing Purchaser generators. If the grid goes down when the Facility is operating, the Facility will switch to Island Hot Standby mode (powering its own parasitic loads isolated from the grid). After one or both of the existing generators are activated and the load shed scheme has been completed, the Facility can switch back to operating mode, operating in parallel with the existing generator(s). When utility power is restored, the existing generators can auto-synchronize with the grid. The Facility can transfer back to Grid Connected mode, operating in parallel with the utility. The Facility will stay on line during this transfer if the parameters stay within the allowable limits of the UL 1741 certified inverter. Seller will work with TVC and Russelectric to provide this capability into Purchaser's control system.

Communication: Seller will arrange for a dedicated, internet connection and required telephone lines with Mercury Communication, the communications provider for the Purchaser.

Site Plan drawing:

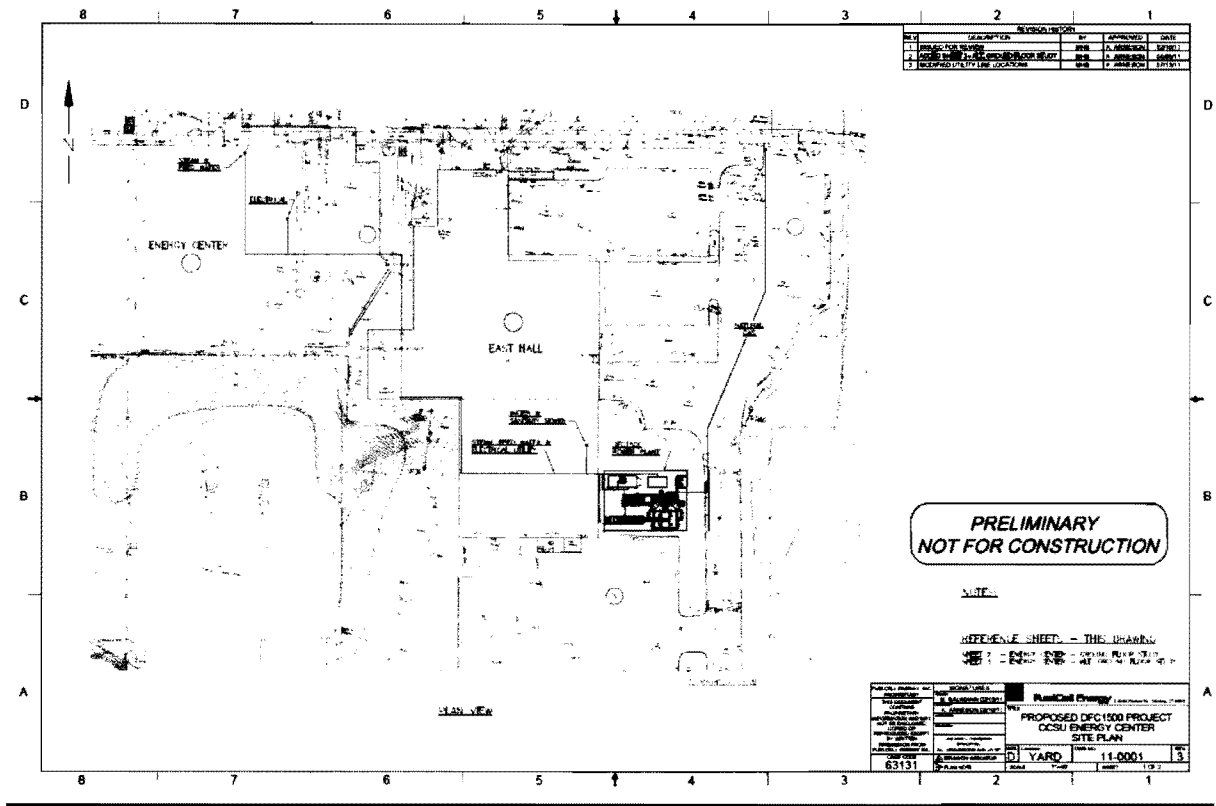




EXHIBIT C

Energy Capacity and Pricing

Operation Year	Minimum Electricity Capacity* (kW)	Steam Capacity (lb/hr of saturated Steam @ 65 psig)	Monthly Payment
<i>Initial Term</i>			
1	1303	1600	\$79,000
2	1275	1632	\$77,408
3	1247	1665	\$75,808
4	1219	1698	\$74,217
5	1191	1732	\$72,617
6	1303	1600	\$79,000
7	1275	1632	\$77,408
8	1247	1665	\$75,808
9	1219	1698	\$74,217
10	1191	1732	\$72,617
<i>First Extension Term</i>			
11	1275	1600	\$71,100
12	1247	1632	\$69,667
13	1219	1665	\$68,225
14	1191	1698	\$66,792
15	1275	1732	\$65,358
<i>Second Extension Term</i>			
16	1275	1600	\$67,150
17	1247	1632	\$65,792
18	1219	1665	\$64,442
19	1191	1698	\$63,083
20	1275	1732	\$61,725

***Must be corrected for ISO standard conditions**

EXHIBIT D

Steam Capacity and Value

Operation Year	Steam Capacity (lb/hour of 65 psig)	Monthly Value
<i>Initial Term</i>		
1	1,600	\$18,985
2	1632	\$19,365
3	1665	\$19,752
4	1698	\$20,147
5	1732	\$20,550
6	1,600	\$18,985
7	1632	\$19,263
8	1665	\$19,752
9	1698	\$20,147
10	1732	\$20,550
<i>First Extension Term</i>		
11	1,600	\$18,985
12	1632	\$19,365
13	1665	\$19,752
14	1698	\$20,147
15	1732	\$20,550
<i>Second Extension Term</i>		
16	1,600	\$18,985
17	1632	\$19,365
18	1665	\$19,752
19	1698	\$20,147
20	1732	\$20,550

EXHIBIT E

Steam and Feedwater Specifications

Steam

Design

Pressure: 150 psig
Temperature: 550 deg F

Operating

Pressure: 65 psig
Temperature: Saturated (~312 deg F)
Heat Duty: ~ 1.6 MMBTU/hr

Condensate Return

Pressure: 65 psig
Temperature: ~210 deg F
Flow Rate: 3.3 gpm

EXHIBIT F

Fuel Supply Specifications

[Attach FCE Fuel Spec #5665, Rev. E]



Fuel Specifications for Direct FuelCell® Powerplants

1.0 Introduction

This document describes the requirements of composition and impurity limits for the fuel feeds to FuelCell Energy's Direct FuelCell powerplants.

2.0 Fuel Specifications

2.1 Natural Gas:

The natural gas composition, physical properties, and pressures that the powerplants have been designed to receive are summarized in Table 1. Compositions and battery limit conditions outside the ranges listed in Table 1 require review and written approval by FCE and may require additional equipment, or result in an output or efficiency de-rating. Natural gas compositions are usually very stable, i.e. with constant heating value. Significant variability in the natural gas heating value may impact the performance of the powerplant.

Contaminant limits, such as sulfur odorants, etc, are listed in Table 2. It is critical that the fuel supply meet these contaminant limits, or that FCE is advised of areas where the limits are not met. Fuel with contaminants beyond the Standard Design limits shown in Table 2 require review and written approval by FCE and may require additional fuel treating equipment or decreased maintenance intervals.

2.2 Peak Shave Gas:

Natural gas suppliers sometime use stored liquid propane or butane diluted with air to supplement the natural gas supply during peak demand periods. Suppliers tailor this peak shave gas to have similar burning characteristics to natural gas, but the fuel has different electrochemical reaction characteristics and also includes small amounts of oxygen, that reduces the available electrochemical energy.

DFC powerplants cannot operate on peak shave gas without additional equipment, including methods to detect the onset of peak shave operation and reactors to eliminate the oxygen. Powerplants equipped with the peak shave kit can operate during peak shave periods at lower efficiency and (depending on the peak shave blend) lower power output can be expected.

Peak shave gas should meet the contaminant specifications in Table 2. For specification of the required add-on kit and projected performance characteristics the specific peak shave composition of the site must be evaluated on a case-by-case basis.

2.3 Anaerobic Digester Gas:

While designed primarily for operation on natural gas, Direct FuelCell powerplants can effectively utilize Anaerobic Digester Gas (ADG), when equipped with the appropriate ADG modification kit option. The ADG option adds equipment for reacting oxygen, which may be present in ADG fuel. Specifications and ranges for ADG fuel for use with a powerplant with the



ADG option are shown in Table 1. The powerplant is capable of producing full rated load for ADG gas with 60% methane or higher. Operation at lower loads is possible with more dilute ADG.

2.3.1 Contaminant Limits for ADG

ADG should also meet the contaminant specifications in Table 2, either as ADG or Externally Purified Fuel.

ADG that is fed to the DFC Onboard Purifier must meet the "Anaerobic Digester Gas Limits" in Table 2. If the ADG bypasses the DFC Onboard Purifier, for example, if the DFC Onboard Purifier is reserved for the purification of natural gas to allow fuel switching or blending, then the ADG shall meet the "Externally Purified Fuel Limits."

2.4 Other Fuels

The versatility of the Direct FuelCell allows for operation on a variety of fuels. The current specifications relate specifically to natural gas and anaerobic digester gas. Other fuels may be applied, however, each scenario must be evaluated on a case-by-case basis.

2.5 Composition Variability

A specification that applies to all fuels is fuel composition variability. Significant variability in the fuel heating value may impact the performance of the powerplant.

A variation beyond $\pm 1\%$ will require a de-rating of the powerplant and the maximum allowable variation is 10% Btu/scf. The current estimate of this effect is as follows:

- When the rate of change in Btu content is between 1 and 3% / h, and the extent of variation is $< \pm 7\%$:
Efficiency de-rated by 1% point, no output de-rating
- When the rate of change is between 1 and 3% / h, and the extent of variation is between $\pm 7\%$ and $\pm 10\%$:
Efficiency de-rated by 1 to 2.5% points depending on the actual range of variation in composition
Output de-rated by 0 to 5% depending on the actual range of variation in composition
- When the rate of change is $> 3\%$ / h, and the extent of variation is between $\pm 1\%$ and $\pm 7\%$:
Efficiency de-rated by 1 to 4% points depending on the actual range of variation in composition and the rate of change:
Output de-rated by 0 to 10% depending on the actual range of variation in composition and the rate of change
- When the rate of change is $> 3\%$ / h, and the extent of variation is between $\pm 7\%$ and $\pm 10\%$:
Efficiency de-rated by 1 to 5.5% points depending on the actual range of variation in composition and the rate of change
Output de-rated by 0 to 15% depending on the actual range of variation in composition and the rate of change

Variations beyond $\pm 10\%$ will require evaluation on a case-by-case basis.



Table 1: DFC® Fuel Major Components and Physical Properties

Constituent	Natural Gas		Anaerobic Digester Gas (Note 4)	
	Range	Design Point	Range	Design Point
1. Alkanes and Olefins (Note 1)				
Methane, vol %	80 - 100%	93.8	55 - 100	60
Ethane, vol%	<10	1.9	<10	0
Propane, vol%	<3	1.6	<3	0
Butane, vol%	<1.2	0.5	<1.2	0
Pentane, vol%	<0.5	0	<0.5	0
Hexanes, vol%	<0.01	0	<0.01	0
>C6+ (Alkanes), vol%	<0.001	0	<0.001	0
Ethylene, ppmv	<10 ppmv	0	<10 ppmv	0
Propylene, ppmv	<10	0	<10	0
>C3+ Olefins, ppmv	<10	0	<10	0
2. Aromatic Hydrocarbons (Note 2)			<50 ppmv	
Total Aromatics, ppmv	<10	0	<10	0
- Benzene, ppmv	<10	0	<10	0
- Toluene, ppmv	<10	0	<10	0
- Xylenes, ppmv	<10	0	<10	0
- Naphthalene, ppmv	<10	0	<10	0
- >C8+ Aromatics, ppmv	<10	0	<10	0
3. Inert Gases (Note 1)				
- Nitrogen, vol %	0 - 10%	1.1	0 - 20%	0
- Carbon Dioxide, vol %	0 - 2	1.1	0 - 45	40
4. Oxygen, vol % (Note 1), (Note 5)	<0.05%	0	0 - 2%	0
5. Contaminants	See Table 2		See Table 2	
6. Physical Properties				
Heating Value, Range				
- LHV, Btu/scf	720 - 1000	933	500 - 1000	546
- HHV, Btu/scf	800 - 1100	1035	555 - 1100	606
- Heq / Btu, lb-mole/ MMBtu Note 6	Note 6	11.57	Note 6	11.59
7. Pressure, psig (Note 3)	15 - 20	15	15 - 20	20
Temperature, °F	35 - 104	59	35 - 104	59



Table 2: Contaminant Limits for DFC® Fuels

Contaminant	Natural Gas Limits	Anaerobic Digester Gas Limits	Externally Purified Fuel Limits (Note 9)	Detection Limit to be Used in Testing
1. Total Sulfur, ppbv (Note 7)	<5000 ppbv	<10000 ppbv	Breakthrough < 100 ppbv Average < 30 ppbv	10 ppbv
- Inorganic Sulfur				
Total Inorganic S, ppbv	<800	<10000		
- H ₂ S, ppbv	500	10000		10 ppbv
- COS, ppbv	400	20		10 ppbv
- CS ₂ , ppbv	20	20		10 ppbv
- Organic Sulfur	<5000	<30		
Total Mercaptan, ppbv	<5000	<20		
- Methyl Mercaptan, ppbv	100	20		10 ppbv
- Ethyl Mercaptan, ppbv	100	20		10 ppbv
- n-Propyl Mercaptan, ppbv	300	20		10 ppbv
- Iso propyl Mercaptan, ppbv	2000	20		10 ppbv
- Iso butyl mercaptan, ppbv	2000	20		10 ppbv
- Tertiary butyl mercaptan, ppbv	2000	20		10 ppbv
- n-butyl mercaptan, ppbv	200	20		10 ppbv
Tetra hydro thiophene, ppbv	2000	20		10 ppbv
Thiophene, ppbv	100	20		10 ppbv
Dimethyl Sulfide, ppbv	200	20		10 ppbv
Methyl Ethyl Sulfide, ppbv	100	20		10 ppbv
Dimethyl Disulfide, ppbv	100	20		10 ppbv
Other High Molecular weight sulfur compounds, ppbv	100	20		10 ppbv
2. Water, lb/MMscf (ppm)	7 lb/MMscf (or 154 ppm)	Note 10	Note 10	2 lb/MMscf (or 44 ppm)
3. Halogens (Note 8)				
- Chlorides, ppbv	50	10	10	10 ppbv
- Fluoride, ppbv	10	10	10	10 ppbv
- Iodine, ppbv	100	10	10	10 ppbv
Total Halogens, ppbv	<100	10	10	10 ppbv
4. Siloxanes, ppbv	1000	100	100	10 ppbv
5. Metals				
Total metals, ppbv	1000	1000		
Mercury, ppbv	100	100	10	10 ppbv
Lead, ppbv	100	100	20	10 ppbv
Selenium, ppbv	100	100	20	10 ppbv
Cadmium, ppbv	100	100	20	10 ppbv
Arsenic, ppbv	10	10	10	10 ppbv
Vanadium, ppbv	100	100	10	10 ppbv
Tin, ppbv	100	100	20	10 ppbv
Potassium, ppbv	100	100	10	10 ppbv
Sodium, ppbv	100	100	10	10 ppbv
Zinc, ppbv	100	100	10	10 ppbv
Barium, ppbv	100	100	10	10 ppbv
Iron, ppbv	100	100	10	10 ppbv
Chromium, ppbv	100	100	20	10 ppbv
6. Particulates (<10micron), ppbv	10,000	1,000	10	10 ppbv
7. Dust, Gum, Solid Matter (>10 micron), ppbv	1000	1000	1000	1000 ppb



Table 3: Fuel Testing Requirements by Fuel Type

Description of Compound Categories	Analysis Method	Natural Gas	Digester Gas	Landfill and Other Gases
Natural Gas Composition Analysis and Heating Value (Table 1, Sections 1, 3 – 7)	ASTM D-1945	Required	Required	Required
Sulfur Compounds (Table 2, Section 1)	ASTM D-5504	Required	Required	Required
VOC's and Naphthalene (Table 1, Section 2)	EPA Method TO-15	Required	Required	Required
Water Content Analysis (Table 2, Section 2)	ASTM D5454-04	Required or Provide Gas Specification	Required or Provide water knock out process: Dew point, Pressure, and Reheat Temperature	Required or Provide water knock out process: Dew point, Pressure, and Reheat Temperature
Halogens (Table 2, Section 3)	NIOSH 7903, 6005		Required	Required
Siloxanes (Table 2, Section 4)	Specialty		Required	Required
Metals, Including Mercury (Table 2, Section 5)	NIOSH 7300, 6009			Required
Particulates (Table 2, Section 6)	PM 10			Required

NOTE

A check of fuel variability is also recommended to determine if derating per Section 2.5 applies. This can be done by multiple analyses or by reviewing historical data if available.

**Specification Notes**

General: Specific attention to sample handling is required for accurate measurements.

Table 1: DFC Fuel Major Components and Physical Properties

Note 1: ASTM D-1945 method: GC with thermal conductivity (TCD) and Flame ionization (FID) detector is generally employed for the determination of N₂, O₂, CO, CO₂, He, Ar, Methane, ethane, ethylene, propane, propylene, butane, butylene, pentane, pentene and hexanes+.

Note 2: High Resolution GC/FID or GC-MS is generally employed for the determination of C₆-C₁₄ hydrocarbons (alkanes, alkenes, aromatics) at ppm level concentrations.

Note 3: Pressures above this range require additional and/or alternate equipment. Minimum pressure requirement is at flowing conditions.

Note 4: ADG Package generally includes addition of deoxygenation catalyst, secondary flow switch on PSV vent, and tuning of unit operating parameters for low Btu gas.

Note 5: A higher oxygen content due to leaks in digester system will result in lower efficiency due to consumption of methane as oxygen is combusted.

Note 6: Unit efficiency is directly proportional to this value and efficiency can also be impacted by additional steam required by heavier hydrocarbons. Heq / MMBtu is moles of H₂ produced from feed after complete reforming divided by the heat content of feed on LHV basis. For methane, Heq is 4.0 H₂/mole and Btu is 0.345 MMBtu/mole so Heq/Btu=11.59. Normal impact of this property for LNG is typically less than 0.3% drop in efficiency. Efficiency should be recalculated for all significant deviations from typical pipeline natural gas listed. For ADG, typical value is same as methane, Heq/Btu=11.59.

Table 2: Contaminant Limits for DFC Fuels

Note 7: ASTM D-5504 Method: GC-SCD is employed to analyze all sulfur compounds (inorganic and Organic) to a detection limit of at least as low as 10 ppbv level concentrations.

Note 8: NIOSH 7903 Method: This method is employed to measure Cl, F, Br, I and P; and detection limits of 10 ppbv. Limits are total of organic and inorganic contaminants.

Note 9: Externally Purified Fuel bypasses the DFC Onboard Purifier. These limits apply to fuel that will bypass the DFC Onboard Purifier for any reason. For example, this could be done in an application where a unit was fed both natural gas and ADG wherein the natural gas utilized the DFC Onboard Purifier and the ADG bypassed it. In this case the ADG must meet the limits for "Externally Purified Fuel."

Note 10:

(a) DFC300MA power plants:

- The gas temperature shall be delivered to the skid boundary at 15°F above gas dew point, and
- The dew point at ADG supply pressure at battery limit shall be no more than the lesser of 50°F above the site annual lowest ambient temperature, or 40°F @ 25 psig.

(b) DFC1500MA and DFC3000, for ADG only applications:

- The gas dew point at ADG supply pressure at battery limit should be no greater than site annual lowest temperature.

(c) DFC1500MA and DFC3000, Fuel Blending applications:

- The gas temperature shall be delivered to the skid boundary at 15°F above gas dew point at ADG supply pressure at battery limit.

Exhibit G

Water Supply Specifications

[Attach FCE Water Spec #5680, Rev. B]



Water Specification for Direct FuelCell® Powerplants

1.0 Introduction

This document describes the requirements of bulk composition and impurity limits for the water feeds to FuelCell Energy's Direct FuelCell powerplants.

2.0 General Specifications:

The water supply specifications are shown in Table 1. Water quality outside this range of composition and supply pressure will require additional equipment. Table 1 applies to FCE's three powerplant products. Water flow rate requirements for the three powerplants are described below.

3.0 DFC300 Flow and Pressure Requirements:

The powerplant water treatment system treats and stores water needed in the fuel cell internal reforming reaction. While it fills the tank, it typically draws about 1.5 gpm of supply water (this can vary based on water quality, particularly if water quality is outside the range listed in Table 1). When the tank is full, the powerplant draws no water. During periodic back-flushes of the water treatment equipment, the system draws and discharges 10 gpm. This 10 gpm draw and the 55 psig minimum pressure

are the key criteria to meet in specification of the supply water.

4.0 DFC1500 Flow and Pressure Requirements:

The DFC1500 has the following water uptake: While the water system fills the tank, it typically draws about 6 gpm of supply water (this can vary based on water quality, particularly if water quality is outside the range listed in Table 1). When the tank is full, the powerplant water draws no water. During periodic back-flushes of the water treatment equipment, the system draws and discharges 15 gpm. This 15 gpm draw and the 55 psig minimum pressure are the key criteria to meet in specification of the supply water.

5.0 DFC3000 Flow and Pressure Requirements:

The powerplant water treatment system treats and stores water needed in the fuel cell internal reforming reaction. While it fills the tank, it typically draws about 12 gpm of supply water (this can vary based on water quality, particularly if water quality is outside the range listed in Table 1). When the tank is full, the powerplant draws no water. During periodic back-flushes of the water treatment equipment, the system draws and discharges 30 gpm. This 30 gpm draw and the 55 psig minimum pressure are the key criteria to meet in specification of the supply water.



Table 1: Powerplant Supply Water Specification

ITEM	UNITS	RANGE
CONTAMINANTS		
Calcium (Ca)	mg/l as CaCO ₃	0-120
Magnesium (Mg)	mg/l as CaCO ₃	0-50
Total Hardness	mg/l as CaCO ₃	0-150
Sodium (Na)	mg/l	0-30
Chloride (Cl)	mg/l	0-50
Sulfate (SO ₄)	mg/l	0-90
Bicarbonate Alkalinity (HCO ₃)	mg/l as CaCO ₃	0-90
Total Alkalinity	mg/l as CaCO ₃	0-150
Nitrate (NO ₃)	mg/l	0-5
Total Dissolved Solids (TDS)	mg/l	0-350
Total Silica (SiO ₂)	mg/l	0-30
Iron (Fe)	mg/l	0-0.3
Copper (Cu)	mg/l	0-0.5
Manganese (Mn)	mg/l	0-0.1
Zinc (Zn)	mg/l	0-0.1
Barium (Ba)	mg/l	0-0.1
Total Organic Carbon (TOC)	mg/l as C	0-5
Monochloramine (Cl ₂)	mg/l	0-.04
Free Residual Chlorine (Cl ₂)	mg/l	0-1
Ozone (O ₃)	mg/l	0-.01
Total Hydrogen Sulfide (H ₂ S)	mg/l	0-0.3
Turbidity	NTU	0-1
Total Suspended Solids (TSS)	mg/l	0-1
pH	-	6.5-9.0
Temperature		
	Degrees F	45-90
Pressure		
Minimum	psig	55
Maximum	psig	70

EXHIBIT H

Emergency Contacts

For Connecticut State University System:

CCSU Facilities Management
Phone (860) 832-2301

For FuelCell Energy, Inc.:

Global Technical Assistance Center
Phone (203) 825-6077
Email gtac@fce.com



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☒ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

FuelCell Energy, Inc.,
Printed Contractor Name

Rose M Levine, ESQ.
Signature of Authorized Official

Subscribed and acknowledged before me this 30th day of September, 2011.

Ana M Urvanni
Commissioner of the Superior Court (or Notary Public)

My Commission Expires February 28, 2013

For State Agency Use Only

Awarding State Agency	Planning Start Date
Contract Number or Description	



**STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Fuel Cell energy, Inc.

Contractor Name

Central Connecticut State University

Awarding State Agency

A handwritten signature in black ink, appearing to be "Richard Bachoo".

State Agency Official or Employee Signature

10/5/11

Date

Richard Bachoo

Printed Name

Chief Administrative Officer

Title

Sworn and subscribed before me on this 5th day of October, 2011.



A handwritten signature in black ink, appearing to be "Rene Exaropoulos".
**Commissioner of the Superior Court
or Notary Public**

my commission
expires
11/30/14



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

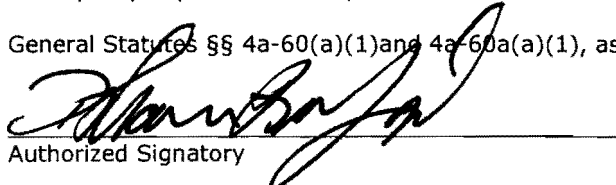
an oath. I am Vice President, Human Resources of FuelCell Energy, Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of the State of Delaware.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

FuelCell Energy, Inc., and that FuelCell Energy, Inc.,
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.


Authorized Signatory

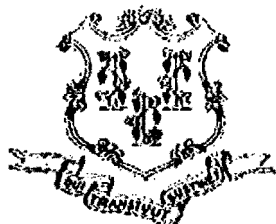
Darrell Bradford
Printed Name

Sworn and subscribed to before me on this 30th day of September, 2011.

Ana Muenanci
Commissioner of the Superior Court/
Notary Public

February 28, 2013
Commission Expiration Date





**STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Fuel Cell energy, Inc.

Contractor Name

Central Connecticut State University

Awarding State Agency

A handwritten signature in black ink, appearing to read "Richard Bachoo".

State Agency Official or Employee Signature

10/5/11

Date

Richard Bachoo

Printed Name

Chief Administrative Officer

Title

Sworn and subscribed before me on this 5th day of October, 2011.

A handwritten signature in black ink, appearing to read "Rene Exaraghus".
Commissioner of the Superior Court
or Notary Public

my commission
expires
11/30/14



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: 1]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title		Name of Firm (if applicable)
Start Date	End Date	Cost
Description of Services Provided:		

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: Name of Former State Agency _____ Termination Date of Employment _____

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Fuel Cell Energy, Inc.		10/5/11
Printed Name of Bidder or Vendor	Signature of Chief Official or Individual	Date
	Arthur Battone, President	CCSU
	Printed Name (of above) + CEO	Awarding State Agency

Sworn and subscribed before me on this fifth day of October, 2011.

Commissioner of the Superior Court
or Notary Public
ROSS M. LEVINE, ESQ.
JURIS NO. 416369

**STATE OF CONNECTICUT****AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☒ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Arthur Bottone
Printed NameFuelCell Energy, Inc.
Firm or Corporation (if applicable)3 Great Pasture Rd.
Street Address

Date

President and CEO
TitleDanbury
CityCT 06813
State Zip

Awarding State Agency



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☒ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Date

Arthur Bottone
Printed Name

9/30/11
President and CEO
Title

FuelCell Energy, Inc.
Firm or Corporation (if applicable)

3 Great Pasture Rd.
Street Address

Danbury
City

CT 06813
State Zip

Awarding State Agency



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☒ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

FuelCell Energy, Inc.,
Printed Contractor Name

Ross M Levine, ESQ.
Signature of Authorized Official

Subscribed and acknowledged before me this 30th day of September, 2011.

John A. Verrano
Commissioner of the Superior Court (or Notary Public)
My Commission Expires February 28, 2013

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Affidavit

By Entity

For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

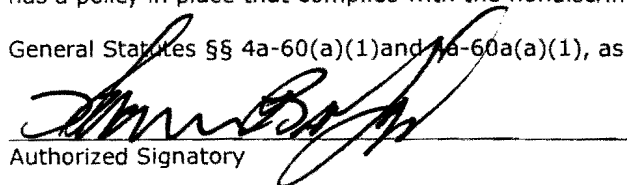
I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am Vice President, Human Resources of FuelCell Energy, Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of the State of Delaware.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

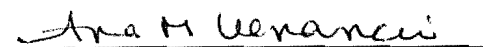
FuelCell Energy, Inc., and that FuelCell Energy, Inc.,
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.


Authorized Signatory

Darrell Bradford
Printed Name

Sworn and subscribed to before me on this 30th day of September, 2011.


Commissioner of the Superior Court/
Notary Public

February 28, 2013
Commission Expiration Date



September 30, 2011

To Whom It May Concern:

Re: Award CSUS-0374

Certificate of Signatory Authority, FuelCell Energy, Inc.

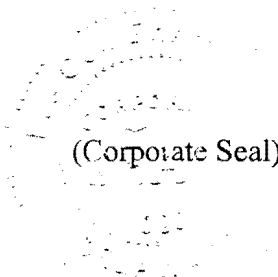
I, Ross M. Levine, Assistant Secretary of FuelCell Energy, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), do hereby certify that the following is a true and correct copy of Section 3.9 of the Bylaws of the Company approved as of July 13, 1999, and that such Bylaw has not been modified, rescinded or revoked, and is at present in full force and effect:

Section 3.9. President. The president shall be the chief operating and administrative officer of the corporation and as such shall have general supervision of the affairs of the corporation, subject to the control of the board of directors and the chairman of the board. Subject to the control and direction of the board of directors and the chairman of the board, the president may enter into any contract or execute and deliver any instrument in the name and on behalf of the corporation. In the absence of disability of the chairman of the board, the president shall perform all duties, other than presiding at stockholders' and directors' meetings, and exercise the powers of the chairman of the board. The president shall have such duties and powers as are commonly incident to the office and such duties and powers as the chairman of the board or the board of directors shall from time to time designate.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 30th of September, 2011.



Ross M. Levine, Esq.
Assistant Secretary, Director, Government
Contracts and Corporate Legal



(Corporate Seal)

September 30, 2011

To Whom It May Concern:


Re: Award CSUS-0374

Whistleblower Statement

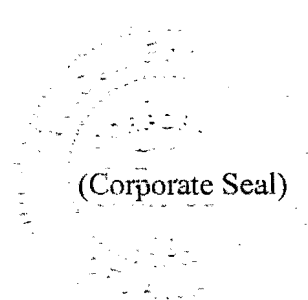
This Agreement is subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 30th of September, 2011.



Ross M. Levine, Esq.
Assistant Secretary, Director, Government
Contracts and Corporate Legal



(Corporate Seal)



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☒ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Date

Arthur Bottone
Printed Name

9/30/11
President and CEO
Title

FuelCell Energy, Inc.
Firm or Corporation (if applicable)

3 Great Pasture Rd.
Street Address

Danbury
City

CT 06813
State Zip

Awarding State Agency



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☒ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; If this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

FuelCell Energy, Inc.,
Printed Contractor Name

Rick M. Lerner, ESQ
Signature of Authorized Official

Subscribed and acknowledged before me this 30th day of September, 2011.

Ana M. Venanzi
Commissioner of the Superior Court (or Notary Public)
My Commission Expires February 28, 2013

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

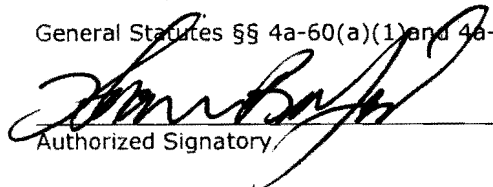
I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am Vice President, Human Resources of FuelCell Energy, Inc., an entity
Signatory's Title Name of Entity

duly formed and existing under the laws of the State of Delaware.
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

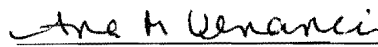
FuelCell Energy, Inc., and that FuelCell Energy, Inc.,
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.


Authorized Signatory

Darrell Bradford
Printed Name

Sworn and subscribed to before me on this 30th day of September, 20 13.


Commissioner of the Superior Court/
Notary Public

February 28, 2013
Commission Expiration Date



September 30, 2011

To Whom It May Concern:

Re: Award CSUS-0374

Certificate of Signatory Authority, FuelCell Energy, Inc.

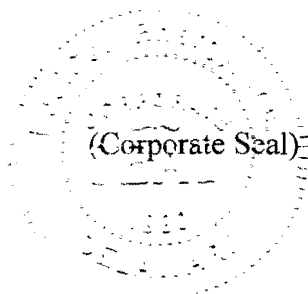
I, Ross M. Levine, Assistant Secretary of FuelCell Energy, Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), do hereby certify that the following is a true and correct copy of Section 3.9 of the Bylaws of the Company approved as of July 13, 1999, and that such Bylaw has not been modified, rescinded or revoked, and is at present in full force and effect:

Section 3.9. President. The president shall be the chief operating and administrative officer of the corporation and as such shall have general supervision of the affairs of the corporation, subject to the control of the board of directors and the chairman of the board. Subject to the control and direction of the board of directors and the chairman of the board, the president may enter into any contract or execute and deliver any instrument in the name and on behalf of the corporation. In the absence of disability of the chairman of the board, the president shall perform all duties, other than presiding at stockholders' and directors' meetings, and exercise the powers of the chairman of the board. The president shall have such duties and powers as are commonly incident to the office and such duties and powers as the chairman of the board or the board of directors shall from time to time designate.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 30th of September, 2011.



Ross M. Levine, Esq.
Assistant Secretary, Director, Government
Contracts and Corporate Legal



September 30, 2011

To Whom It May Concern:

Re: Award CSUS-0374

Whistleblower Statement

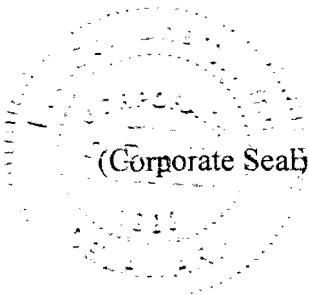
This Agreement is subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement.

Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 30th of September, 2011.



Ross M. Levine, Esq.
Assistant Secretary, Director, Government
Contracts and Corporate Legal



September 30, 2011

To Whom It May Concern:

Re: Award CSUS-0374

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Ross M. Levine, Esq.
Assistant Secretary, Director, Government
Contracts and Corporate Legal



September 30, 2011

To Whom It May Concern:

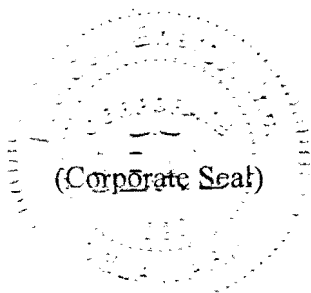
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Whistleblower Statement

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IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 30th of September, 2011.



A handwritten signature in black ink that reads "Ross M. Levine".

Ross M. Levine, Esq.
Assistant Secretary, Director, Government
Contracts and Corporate Legal