



Natural Resource Sector

**GOVERNMENT TRANSFER –
SHARED COST ARRANGEMENT**

Agreement #: CA15MAN0022

Project Title: CLEAN ENERGY VEHICLE HYDROGEN FUELLING PROGRAM

THIS AGREEMENT dated for reference the **25TH** day of **MARCH**, 2015.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Minister of Energy and Mines
Community and Transportation Branch

(the "Province")

AND

CANADIAN HYDROGEN AND FUEL CELL ASSOCIATION (CHFCA) /
Association Canadienne De L'Hydrogene Et Des Pile A Combustible
(ACHPC)

(the "Recipient")

The parties to this Agreement agree as follows:

SECTION 1 - DEFINITIONS

1. Where used in this Agreement

- (a) "Financial Contribution" means the total aggregate value stipulated in Schedule B;
- (b) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Recipient as a direct result of this Agreement, but does not include
 - I. personal Information which could reasonably be expected to reveal the identity of clients;
 - II. property owned by the Recipient;
- (c) "Project" means the project described in Schedule A;
- (d) "Services" means the services described in Schedule A;
- (e) "Term" means the duration of the Agreement stipulated in Schedule A;
- (f) "Third Party" means any person or entity or its officers, employees or agents, other than a party to this Agreement that is involved in the delivery of the Services.
- (g) "Refund" means any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement.

SECTION 2 - APPOINTMENT

The Recipient must carry out and complete the Project described in Schedule A and may use the Province's funding only for the purpose specified in Schedule A.

SECTION 3 – PAYMENT OF FINANCIAL CONTRIBUTION

Subject to the provisions of this Agreement, the Province must pay the Recipient the amount, in the manner, and at the times set out in Schedule B.

The Province has no obligation to make the Financial Contribution unless the Recipient has complied with the criteria set out in Schedule A.

The Province's obligation to make the Financial Contribution is subject to

- (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

The Recipient must

- (a) apply for any Refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement, and
- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule B.

The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.

The Recipient is responsible for any Provincial Sales Tax (PST) and Goods and Services Tax (GST) and any other charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.

The Recipient must declare any amounts owing to the government under legislation or an agreement. Amounts due to the Recipient under this Agreement may be set-off against amounts owing to the government.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to the Province, with the intent that the Province rely on it in entering into this Agreement, that

- (a) all information, statements, documents and reports furnished or submitted by the Recipient to the Province in connection with this Agreement are true and correct;

- (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
- (c) the Recipient is not in breach of, or in default under, any law of Canada or of the Province of British Columbia applicable to or binding on it.

All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated by it are deemed to be representations and warranties by the Recipient under this Agreement.

All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied on by the Province, and continue in effect during the continuation of this Agreement.

SECTION 5 - INDEPENDENT RELATIONSHIP

No partnership, joint venture, agency or other legal entity is created by this Agreement or by any actions of the parties pursuant to this Agreement.

The Recipient is independent and neither the Recipient nor its servants, agents or employees are the servants, employees, or agents of the Province.

The Recipient must not commit or purport to commit the Province to the payment of money to anyone.

SECTION 6 – RECIPIENT'S OBLIGATIONS

The Recipient must

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (f) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement;

- (g) co-operate with the Province in making the public announcements regarding the Services and the details of this Agreement that the Province requests; and
- (h) acknowledge the financial contribution made by the Province to the Recipient for the Services in any Materials, by printing on each of the Materials the provincial logo and the following statement:

"The Clean Energy Vehicle Hydrogen Fuelling Program is a program funded by the Province of British Columbia's Innovative Clean Energy Fund".

SECTION 7 - RECORDS

The Recipient must

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of amounts owing;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, on reasonable notice, to enter any premises used by the Recipient to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.

The Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Recipient.

SECTION 8 - REPORTS/STATEMENTS AND ACCOUNTING

At the sole option of the Province, any portion of the funds provided to the Recipient under this Agreement and not expended at the end of the Term

- (a) must be returned by the Recipient to the Minister of Finance;
- (b) may be retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) may be deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 9 - CONFLICT OF INTEREST

The Recipient must not, during the Term, perform a service for or provide advice to any person if the performance of that service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to the other person.

SECTION 10 - CONFIDENTIALITY

The Recipient must treat as confidential all information and material supplied to or obtained by the Recipient, or any Third Party, as a result of this Agreement. The Recipient must not, without the prior written consent of the Province, permit its disclosure, except as required by applicable law or to the extent that the disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

Any of the following events constitute an Event of Default:

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more, of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
- (g) the Recipient becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under *the Bankruptcy and Insolvency Act* (Canada) is made by, the Recipient;
- (i) a receiver or receiver-manager of any property of the Recipient is appointed;
- (j) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment.

SECTION 12 - TERMINATION

Upon the occurrence of any Event of Default and at any time after that the Province may, despite any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under the last paragraph of Section 12 of this Agreement discharges the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

The Province may also terminate this Agreement on 30 days written notice, without cause.

The payment of the amount required under the last paragraph of Section 12 of this Agreement discharges the Province of all liability to the Recipient under this Agreement.

If this Agreement is terminated before 100% completion of the Project, the Province must pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Project completed to the satisfaction of the Province prior to termination.

SECTION 13 – DISPUTE RESOLUTION

The Parties agree to first refer any matter in dispute under this Agreement to senior officers of the Parties. If the matter cannot be resolved, they must submit it to a mediator as agreed upon by both Parties. The Parties must bear equally the expenditures directly related to the mediation process.

SECTION 14 – INSURANCE AND INDEMNITY

Insurance

Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Recipient must obtain and maintain insurance which it is required to have by law and insurance which a prudent businessperson conducting similar operations would obtain and maintain to cover the risks it has assumed or may encounter as a result of entering into this Agreement or providing the Services during the Term.

If applicable, the Recipient must ensure the Province is added as an additional insured on insurance policies of the Recipient and Third Parties.

Within 10 business days of obtaining each relevant policy of insurance, and from time to time if requested by the Province, the Recipient must provide to the Province evidence of the insurance in the form of a completed Province of British Columbia Certificate of Insurance. If requested by the Province at any time, the Recipient must provide to the Province certified true copies of the relevant insurance policies.

The Recipient must require and ensure that each Third Party maintains insurances comparable to those required above.

Indemnity

The Recipient must indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, if the same or any of them are based on, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or Third Party pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 – ASSIGNMENT AND SUB-CONTRACTING

The Recipient must not, without the prior, written consent of the Province

- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
- (b) sub-contract any obligation of the Recipient under this Agreement.

No sub-contract entered into by the Recipient relieves the Recipient from any of its obligations under this Agreement or imposes on the Province any obligation or liability arising from it.

This Agreement binds the Province and its assigns and the Recipient and the Recipient's successors and permitted assigns.

SECTION 16 - REPAYMENT OR REDUCTIONS

An amount paid by the Province to the Recipient or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement is repayable to the Province and until repaid constitutes a debt due to the Province.

If for any reason, the Project is not completed to the satisfaction of the Province, the Recipient must repay to the Province the Province's Financial Contribution (or any part

which has been paid to the Recipient) under this Agreement, within 30 days of receipt by the Recipient of a written request for repayment from the Province.

SECTION 17 – OTHER FUNDING

If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient must immediately provide the Province with full details.

SECTION 18 - NOTICES

If in this Agreement any notice or other communication is required to be given by any of the parties, it must be given in writing. It is effectively given

- (a) by delivery to the address of the party set out below, on the date of delivery; or,
- (b) by pre-paid registered mail, to the address of the party set out below, on the fifth business day after mailing;
- (c) by facsimile, to the facsimile number of the party, mentioned in this Agreement, on the date the facsimile is sent; or
- (d) by e-mail, to the e-mail address of the party, mentioned in this Agreement, on the date the e-mail is sent.

The contact details of the parties are

Province:

Christina Ianniciello
Director, Communities and Transportation
4th Floor, 1810 Blanshard St
Victoria, BC V8W 9N1
Christina.Ianniciello@gov.bc.ca
Phone 250-952-0686

Recipient:

Eric Denhoff
President & CEO, Canadian Hydrogen and Fuel Cell Association (CHFCA) / Association
Canadienne De L'Hydrogene Et Des Pile A Combustible (ACHPC)
#660-475 West Georgia Street
Vancouver BC V6B 4M9
edenhoff@chfca.ca
Phone 604-760-7176

The address, phone number, facsimile number, or email set out above may be changed by notice in the manner set out in this provision.

SECTION 19 - NON-WAIVER

No term or condition of this Agreement and no breach by the Recipient of any term or condition is waived unless the waiver is in writing signed by the Province and the Recipient.

A written waiver by the Province of any breach by the Recipient of any provision of this Agreement is not a waiver of any other provision or of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 – ENTIRE AGREEMENT

This Agreement including the Schedules constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21 - MISCELLANEOUS

Changes to this Agreement are only effective if made in writing and by both parties.

All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, survive any expiration or sooner termination of this Agreement.

Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province to or for anything related to the Project that by law, the Recipient is required to obtain unless it is expressly stated to be.

SECTION 22 - ACCEPTANCE

The Recipient indicates its agreement by dating and executing both copies of this Agreement in the space and manner indicated below and returning them to the contact shown above, free of any conditions. In signing or executing below, the Recipient is committing to a binding agreement.

IN WITNESS OF WHICH the parties have duly executed this Agreement as of the
____ day of _____, 20__.

SIGNED AND DELIVERED on behalf of the Recipient

Signature of Recipient's Signing Authority

Date

Printed Name & Title of Recipient's Signing Authority

SIGNED AND DELIVERED on behalf of the Province,

Signature of Province's Signing Authority

Date

SCHEDULE A – SERVICES

The Project

Term

Notwithstanding the date of execution of this Agreement, the term of this Agreement starts on March 31, 2015 and ends on March 31, 2018.

Project

The Innovative Clean Energy (ICE) fund has allocated funding over three years for a renewed Clean Energy Vehicle Program.

Further details on the Clean Energy Vehicle Program, that provide broader context for this Agreement, are contained in the attached Schedule C “Program Guide for the British Columbia Clean Energy Vehicle Program”. Some sections of Schedule C to this Agreement form part of the Project description. The sections are those that apply to specifically the Recipient, referred to in the schedule as the Canadian Hydrogen and Fuel Cell Association (CHFCA) / Association Canadienne De L’Hydrogene Et Des Pile A Combustible (ACHPC), and the sections that apply generally to all other participating organizations in the British Columbia Clean Energy Vehicle Program.

This Agreement is for the \$300,000 Clean Energy Vehicle Hydrogen Fuelling Program. The Clean Energy Vehicle (CEV) Hydrogen Fuelling Program will be administered and implemented through a partnership between the Province and the Recipient.

The CEV Hydrogen Fuelling Program will build on existing hydrogen stations to expand the hydrogen fuelling network in British Columbia, further reducing one of the key barriers to market adoption of hydrogen vehicles: fuelling infrastructure. The CEV Hydrogen Fuelling Program is required to help achieve the overall CEV Program vision that by 2020, 5% of new light duty vehicle purchases in British Columbia are clean energy vehicles.

Purpose & Expected Results

This program is intended to encourage and accelerate the adoption of clean energy vehicles in British Columbia for both their environment and economic benefits. Increased use of clean energy vehicles like electric vehicles and hydrogen fuel cell vehicles will help shift spending on imported transportation fuels to locally made electricity and hydrogen, and will help stimulate jobs and economic development in the local clean technology sector. The CEV Program vision is to stimulate the market such that by 2020 5% of new light duty vehicle purchases in B.C. are clean energy vehicles.

The purpose of CEV Hydrogen Fuelling Program is to continue to encourage clean energy vehicle deployment and technology innovation in the province, by:

1. Supporting as many as possible additional hydrogen fuelling station locations,
2. Supporting increased awareness and understanding of hydrogen vehicles and fuelling infrastructure
3. Leveraging industry, including automaker, investment in fuelling infrastructure in the lower mainland.

Deliverables

The CEV Hydrogen Fuelling Program will operate until March 31, 2018, or earlier if funds are fully expended before that time. The Province will provide program oversight and direction, in consultation with the Recipient and stakeholders. The Recipient will provide day-to-day program administration in accordance with the attached Schedule C "Program Guide for the British Columbia Clean Energy Vehicle Program" and this Agreement.

The Recipient will deliver the CEV Hydrogen Fuelling Program within the following parameters:

1. It is expected that the CEV Hydrogen Fuelling Program will be able to leverage industry funding to maximize the number of fuelling stations installed in British Columbia.

2. The target for this Program is to install as many public and permanent hydrogen fuelling stations as possible through a funding application process, to be administered by the Recipient.
3. The funding application process may be designed as a competitive hydrogen station incentive program or a percentage investment program in a planned station development.
4. The funding application process must not preclude automotive manufacturers and fuel suppliers from agreeing to submit a mutually agreed upon application for comprehensive hydrogen fuelling in British Columbia to the program.
5. The funding call details will be developed in collaboration between the Province and the Recipient.
6. The Recipient will initiate a call, with Provincial staff support as needed, by September 1, 2015 with a close date of November 1, 2015. Proposals will be evaluated and funds awarded by December 15, 2015.

Table 1 presents the CEV Hydrogen Fuelling Program Timeline.

Table 1: CEV Hydrogen Fuelling Program Timeline

Item	Dates
Recipient, in consultation with the Province, develop funding call details and project evaluation matrix	By May 31, 2015
Recipient initiates Project Funding Call	By September 1, 2015
Project Funding Call close date	November 1, 2015
Project applications evaluated and awarded funding	By December 15, 2015
Ongoing project monitoring	Until March 31, 2018

Table 2 presents the CEV Hydrogen Fuelling Program Budget, and the categories under which the Recipient may spend the funds. Detailed descriptions for each budget category follow Table 2.

Table 2: CEV Hydrogen Fuelling Program Budget

Item	Budget	Dates	Leveraging
Hydrogen Fuelling Stations	\$ 270,000	March 31, 2015 – March 31, 2018	Minimum one new public fuelling station with a goal of incenting 3 new public fuelling stations in BC. A stretch goal of incenting 10 new public fuelling stations in BC.
Administration & Outreach	\$ 30,000	March 31, 2015 – March 31, 2018	

Earned Interest

Interest earned by the Recipient on CEV Hydrogen Fuelling Program funds must be reported to the Province and added to the total Program funds available. The Recipient must maintain accounting records (e.g. general ledger) that tracks interest earned and expended on the Program, as follows:

1. The calculation of interest must be based on an average daily balance or some other reasonable and demonstrable method of allocating the proceeds from the interest- generating account back into the program.
2. The methodology for tracking earned interest must ensure that it is separately identifiable from interest earned on non-CEV Hydrogen Fuelling Program funds.
3. Earned interest must be fully expended by March 31st, 2018, or subject to Section 8 of this Agreement.
4. Earned interest and demonstration of the expenditures of earned interest on the program will be captured in the quarterly reporting to the Province.

Documentation of interest earned on CEV Hydrogen Fuelling Program funds and expended on the Program must be retained for a minimum of three years after it is generated and spent.

Administration & Outreach

Eligible expenditures for administration and implementation must be directly related to, and necessary for, the implementation and conduct of the CEV Hydrogen Fuelling Program, and can include:

1. reimbursement payments for fuelling infrastructure
2. salaries and benefits for employees on the payroll of the Recipient for the time spent by the employees on the program
3. professional, marketing, technical and other contracting services, if directly applicable to the program
4. reasonable travel expenditures, including transportation, meals and accommodation
5. printing and mailing services
6. data collection services directly related to the program reporting, including database development, management, analysis and reporting
7. website development, operation and maintenance
8. marketing, promotion, events expenses, program collateral, and public outreach, as approved by the Province prior to expenditures being incurred
9. office expenses that can be clearly demonstrated to be above and beyond expenditures that the Recipient would be incurring regardless of the Program.

Additional eligible expenditures may be proposed to the Province, prior to the expenditures being occurred, if necessary for implementation and administration of the program, and may be approved at the Province's discretion. These additional expenditures are not to be incurred until approved by the Province as eligible expenditures under this agreement.

Duties and Requirements

Ministry of Energy and Mines

The Province is responsible for:

1. Development of the CEV Program Guide
2. Developing funding call details in collaboration with the Recipient

3. Developing Project evaluation matrix in collaboration with the Recipient
4. Participating with the Recipient in the evaluation of funding proposals
5. Participating in regular meetings with the Recipient to discuss program elements and materials and guide program implementation
6. Review and approval of program elements and materials provided by the Recipient, such as Program Plan and progress reports.
7. Distribution of program funds to the Recipient.
8. CEV Hydrogen Fuelling Program oversight and accountability.

Canadian Hydrogen and Fuel Cell Association

The Recipient is responsible for:

1. Developing the funding call details in collaboration with the Province
2. Completing a funding call to distribute funds
3. All communications regarding the funding call including: start and end dates and call details
4. Developing Project evaluation matrix in collaboration with the Province
5. Evaluating, in conjunction with the Province, the project proposals submitted
6. Ensuring applicants are leveraging funds
7. Ensuring the Province is informed of project development
8. Preparing any education materials necessary regarding the program
9. Providing potential project call applicants with information regarding the project call
10. Ensuring any funding call applications meet all applicable program requirements
11. Tracking expenditure of program funding
12. Respond to Recipient member and public inquiries regarding the funding call
13. Providing the Province with status reports and a final report that summarizes total fund expenditures, identifies all leveraged funds, program deliverables, lessons learned, and recommendations.

REPORTING REQUIREMENTS:

Ongoing Communication

The Recipient must make all reasonable efforts to respond to ad-hoc requests within 3 business days by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline.

The Recipient will establish, on an as-needed basis, monthly recurring meetings with the Province to discuss and resolve program items or issues.

Quarterly Reporting

The Recipient will provide Quarterly Reports to the Province detailing progress on the CEV Hydrogen Fuelling Program components and expenditures. The Quarterly Reports must include, at a minimum, the following information:

1. A financial statement detailing the use of the funds
2. The proposed spending plan for the remaining funds
3. Timeline for program deliverables, and progress against that timeline
4. Details on Fuelling infrastructure:
 - a. For each station supported: region, owner / host, total cost, total program investment, leveraged cost, type of station, station status (e.g. planned, in construction, completed, commissioned, etc.)
 - b. If funds dispersed through an application process, applications received, program funds committed, each project's status
5. Administrative expenditure details
6. Outreach expenditures details (by project category / deliverable / event)
7. Remaining funding available.
8. Identified problems, concerns, lessons learned, recommendations
9. Program feedback, and frequently asked questions

The first Quarterly Report must be submitted by August 1st, 2015, after which regular status reports will be submitted every 90 days. Data for the October – December quarter

will be included within the Annual Report submitted to the Province, as opposed to in a separate quarterly report.

Annual Reporting

The Recipient must, no later than 30 days after the end of each the calendar year, provide an annual report including

- an annual Project income and expenditure summary which identifies all sources and use of the Project funds during the Term;
- The proposed spending plan for the remaining program funds; and
- The detailed summary of the quarterly reporting data
- Lessons learned and recommendations for future years

Final Reporting

The Recipient will submit a Final Report to the Province, no later than 90 days after all funding has been expended, or the Agreement Term has expired, whichever occurs earlier, provide a program Final Report that is a summary of the Annual Reports, with Project highlights, description of outcomes with respect to results set out in Schedule A, quantitative and qualitative description of the accomplishments / success of the program; challenges faced and solutions found, information on results (negative or positive) that were not anticipated. This report must document all stations supported with the program (may be provided as summaries of previously submitted Status Reports) and fulfillment of all program commitments. The Final Report must include, at a minimum, total fund expenditures, stations funded, outreach efforts, and implementation challenges, and recommendations for potential program improvements.

The Final Report must contain a final financial statement that includes

- a Project income and expenditure summary which identifies all sources and use of the total Project funds over the duration of the entire Agreement; a statement detailing the use of the Province's contributions provided over the duration of the entire Agreement, including an explanation of any financial variances.

SCHEDULE B

FINANCIAL CONTRIBUTION

PAYMENTS

1. The Province agrees to provide to the Recipient a maximum amount of \$ 300,000 during the Term of the Agreement.
2. Payments must be made as follows:
 - a) a lump sum payment of \$ 300,000 by March 31, 2015.
3. The Recipient must submit to the Province upon signing of the agreement, a written statement of account showing
 - (a) the Recipient's legal name and address;
 - (b) the date of the statement and a statement number for identification;
 - (c) the Agreement Number;
 - (d) any other information reasonably requested by the Province.



March 26, 2015

Ms. Christina Ianniciello
Director, Communities & Transportation Branch
Alternative Energy Unit, British Columbia Ministry of Energy and Mines
4th Floor, 1810 Blanshard
Victoria, BC

RE: STATEMENT OF PAYMENT FOR AGREEMENT # CA15MAN0022- CLEAN ENERGY VEHICLE HYDROGEN FUELLING PROGRAM

Dear Ms. Ianniciello,

This letter constitutes as a statement of payment for the AGREEMENT dated for reference the 25th day of March, 2015 between the BC Ministry of Energy and Mines, Transportation Branch and the Canadian Hydrogen and Fuel Cell Association (CHFCA).

As per the attached agreement, a sum of \$300,000 CAD will be administered and implemented through a partnership between Government of BC and CHFCA through **The Project: Clean Energy Vehicle Hydrogen Fuelling Program (#CA15MAN0022)** with the purpose to encourage clean energy vehicle deployment and technology innovation in the Province of BC. \$30,000 out of the total \$300,000 will be allocated to administration and outreach for the agreement recipient.

In addition, please find the following detailed information on the CHFCA for your records:

Recipient's Legal Name:

CANADIAN HYDROGEN AND FUEL CELL ASSOCIATION (CHFCA)/ASSOCIATION CANADIENNE DE L'HYDROGENE ET DES PILE A COMBUSTIBLE (ACHPC)

Recipient's Address:

#660-475 West Georgia Street
Vancouver BC
V6B 4M9

Sincerely,

Eric Denhoff
Canadian Hydrogen and Fuel Cell Association (CHFCA)
660 - 475 West Georgia Street, Vancouver BC V6B 4M9
Phone: (604) 760-7176 | Fax: (604) 283-1043 | Email: edenhoff@chfca.ca