

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

HYDROGENICS CORPORATION – CORPORATION HYDROGENIQUE

(Translation of Issuer's Name into English – Name of Issuer)

Common Stock

(Title of Class of Securities)

448883207

(CUSIP Number)

**Sharon R. Barner, Vice President – General Counsel
Cummins Inc.
500 Jackson Street, P.O. Box 3005
Columbus, Indiana 47202-3005
(812) 377-3609**

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

With a copy to:

**Steven R. Barth
Jason M. Hille
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202-5306
(414) 271-2400**

**Curt W. Hidde, Esq.
Barnes & Thornburg LLP
11 S. Meridian Street
Indianapolis, Indiana 46204
(317) 236-1313**

June 28, 2019

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 Name of Reporting Person
Cummins Inc.

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3 SEC Use Only

4 Source of Funds (See Instructions)
WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
INDIANA

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8 Shared Voting Power
3,537,931 (1)(2)

9 Sole Dispositive Power
0

10 Shared Dispositive Power
3,537,931 (1)(2)

11 Aggregate Amount Beneficially Owned by Each Reporting Person
3,537,931 (2)

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
18.6% (1)

14 Type of Reporting Person (See Instructions)
CO

- (1) Calculated based on 18,987,414 shares of common stock of Hydrogenics Corporation (the “**Issuer**”), as reported on the Issuer’s Form 6-K filed with the Securities and Exchange Commission on May 14, 2019.
- (2) Pursuant to Securities and Exchange Commission Rule 13d-5(b)(1), the Reporting Person may be deemed to have become the beneficial owner of common shares of the Issuer owned by The Hydrogen Company (“**H2C**”) and beneficially owned by its parent, L’Air Liquide S.A. (“**AL**”), both corporations incorporated under the laws of France. The Reporting Person and H2C have entered into a Funding and Investment Agreement, dated June 28, 2019, and the Reporting Person, its subsidiary and H2C have also entered into a Voting and Support Agreement, dated June 28, 2019, relating to their potential acquisition of the Issuer. Accordingly, the Reporting Person is filing this Schedule 13D to make information regarding the agreements and the intended acquisition transaction publicly available. Notwithstanding the foregoing, the Reporting Person expressly disclaims beneficial ownership of the Issuer’s common shares beneficially owned and held by H2C and/or AL.

1 Name of Reporting Person
Atlantis Acquisition Co Canada Corporation

2 Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3 SEC Use Only

4 Source of Funds (See Instructions)
WC

5 Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6 Citizenship or Place of Organization
ONTARIO

7 Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With:

8 Shared Voting Power
3,537,931 (1)(2)

9 Sole Dispositive Power
0

10 Shared Dispositive Power
3,537,931 (1)(2)

11 Aggregate Amount Beneficially Owned by Each Reporting Person
3,537,931 (2)

12 Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13 Percent of Class Represented by Amount in Row (11)
18.6% (1)

14 Type of Reporting Person (See Instructions)
CO

- (1) Calculated based on 18,987,414 shares of common stock of Hydrogenics Corporation (the “**Issuer**”), as reported on the Issuer’s Form 6-K filed with the Securities and Exchange Commission on May 14, 2019.
- (2) Pursuant to Securities and Exchange Commission Rule 13d-5(b)(1), the Reporting Person may be deemed to have become the beneficial owner of common shares of the Issuer owned by The Hydrogen Company (“**H2C**”) and beneficially owned by its parent, L’Air Liquide S.A. (“**AL**”), both corporations incorporated under the laws of France. The Reporting Person’s parent company, Cummins Inc., and H2C have entered into a Funding and Investment Agreement, dated June 28, 2019, and the Reporting Person, Cummins Inc. and H2C have also entered into a Voting and Support Agreement, dated June 28, 2019, relating to their potential acquisition of the Issuer. Accordingly, the Reporting Person is filing this Schedule 13D to make information regarding the agreements and the intended acquisition transaction publicly available. Notwithstanding the foregoing, the Reporting Person expressly disclaims beneficial ownership of the Issuer’s common shares beneficially owned and held by H2C and/or AL.

Item 1. Security and Issuer.

This Schedule 13D relates to the Common Stock, no par value (the “**Shares**”), of Hydrogenics Corporation, a corporation organized under the laws of Canada (the “**Issuer**”). The address of the Issuer’s principal executive offices is 220 Admiral Boulevard, Mississauga, Ontario, L5T 2N6, Canada.

Item 2. Identity and Background.**Cummins Inc.**

This Schedule 13D is filed by Cummins Inc. (“**Cummins**”), a corporation incorporated under the laws of the State of Indiana, United States of America, with its principal office located at 500 Jackson Street, P.O. Box 3005, Columbus, Indiana 47202-3005. Cummins is a global power leader comprised of complementary business units that design, manufacture, distribute and service diesel and natural gas engines and related technologies, including fuel systems, controls, air handling, filtration, emissions solutions and power generation systems.

The directors and executive officers of Cummins are listed below, along with information regarding their business addresses and occupations, as required by Item 2(a) – (c). Each person named below is a United States citizen, except for Bruno V. Di Leo Allen, a citizen of Peru. Dr. Chang Diaz has dual citizenship with Costa Rica.

Name	Position	Principal Occupation or Employment	Business Address
N. Thomas Linebarger	Director, Executive Officer	Chairman of the Board & Chief Executive Officer, Cummins	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Richard J. Freeland	Director, Executive Officer	President & Chief Operating Officer, Cummins	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Robert J. Bernhard	Director	Vice President for Research; Professor in the Department of Aerospace and Mechanical Engineering, University of Notre Dame	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Dr. Franklin R. Chang Diaz	Director	Founder, Chairman and Chief Executive Officer, Ad Astra Rocket Company	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Bruno V. Di Leo Allen	Director	Managing Director, Bearing-North, LLC	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005

Stephen B. Dobbs	Director	Retired Senior Group President for the Industrial and Infrastructure Group, Fluor Corporation	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Robert K. Herdman	Director	Managing Director, Kalorama Partners LLC	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Alexis M. Herman	Director	Chairman and Chief Executive Officer, New Ventures, LLC	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Thomas J. Lynch	Director	Chairman, TE Connectivity Ltd.	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
William I. Miller	Director	President, The Wallace Foundation	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Georgia R. Nelson	Director	President & Chief Executive Officer, PTI Resources, LLC	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Karen H. Quintos	Director	Chief Customer Officer, Dell Technologies Inc.	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Sherry A. Aaholm	Executive Officer	Vice President — Chief Information Officer	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Peter W. Anderson	Executive Officer	Vice President — Global Supply Chain and Manufacturing	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Sharon R. Bamer	Executive Officer	Vice President — General Counsel	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Steven M. Chapman	Executive Officer	Group Vice President — China and Russia	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Christopher C. Clulow	Executive Officer	Vice President — Corporate Controller	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005

Jill E. Cook	Executive Officer	Vice President — Chief Human Resources Officer	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Tracy A. Embree	Executive Officer	Vice President and President — Components Group	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Thaddeus B. Ewald	Executive Officer	Vice President — Corporate Strategy and Business Development	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Donald G. Jackson	Executive Officer	Vice President — Treasurer	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Norbert Nusterer	Executive Officer	Vice President and President — Power Systems	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Mark J. Osowick	Executive Officer	Vice President — Human Resources Operations	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Srikanth Padmanabhan	Executive Officer	Vice President and President — Engine Business	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Marya M. Rose	Executive Officer	Vice President — Chief Administrative Officer	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Jennifer Rumsey	Executive Officer	Vice President — Chief Technical Officer	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Livingston L. Satterthwaite	Executive Officer	Vice President and President — Distribution Business	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Mark A. Smith	Executive Officer	Vice President — Chief Financial Officer	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005

During the last five years, neither Cummins, nor any executive officer or director of Cummins named above, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, neither Cummins, nor any executive officer or director of Cummins named above, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Atlantis AcquisitionCo Canada Corporation

This Schedule 13D is also filed by Atlantis AcquisitionCo Canada Corporation (“**Purchaser**”), a corporation incorporated under the laws of the Province of Ontario, with its principal office located at 500 Jackson Street, P.O. Box 3005, Columbus, Indiana 47202-3005. The Purchaser is a wholly owned subsidiary of Cummins and was incorporated for the purpose of acquiring and holding the outstanding common shares of the Issuer.

The directors and executive officers of Purchaser are listed below, along with information regarding their business addresses and occupations, as required by Item 2(a) – (c). Each person named below is a United States citizen except for Diane Perreault who is a Canadian citizen.

Name	Position	Principal Occupation or Employment	Business Address
Thaddeus B. Ewald	Director, President	Vice President — Corporate Strategy and Business Development of Cummins Inc.	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Kevin R. Caudill	Director, Secretary	Senior Counsel, Cummins Inc.	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Diane Perreault	Director	Vice President — Finance of Eastern Canada Region, Cummins Inc.	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005
Laura Fuquay	Treasurer	Financial Analysis Director, Cummins Inc.	c/o Cummins Inc. 500 Jackson Street P.O. Box 3005 Columbus, IN 47202-3005

During the last five years, neither Purchaser, nor any executive officer or director of Purchaser named above, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, neither Purchaser, nor any executive officer or director of Purchaser named above, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree, or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration.

On June 28, 2019, Cummins and The Hydrogen Company (“H2C”) entered into a Funding and Investment Agreement, pursuant to which they agreed, among other things: (i) to cooperate with respect to an acquisition of the Issuer; (ii) to allow H2C to contribute its common shares of the Issuer, representing approximately 18.6%, in exchange for common shares of Purchaser, in lieu of receiving cash in connection with Purchaser’s acquisition of the Issuer; (iii) to allow H2C to increase its position in the capital of Purchaser up to 19.9%; and (iv) to certain governance arrangements upon completion of an Acquisition Transaction, as defined below.

In addition, on June 28, 2019, Cummins, Purchaser and H2C entered into a Voting and Support Agreement, pursuant to which H2C agreed to vote its common shares of the Issuer in favor of the Acquisition Transaction (as defined below).

On June 28, 2019, Cummins and Purchaser entered into an Arrangement Agreement with the Issuer pursuant to which Cummins (through the Purchaser) intends to acquire 100% of the Issuer’s outstanding common shares (“Shares”) through an arrangement under section 192 of the *Canada Business Corporations Act* (the “Acquisition Transaction”). Cummins (through the Purchaser) will acquire all the Shares of the Issuer that are not held by H2C in an all-cash transaction, paying US\$15.00 per Share. In addition, Cummins will lend the Issuer the aggregate amount payable for all of the issued and outstanding options, deferred share units, performance share units and restricted share units. The holders of those units will surrender them to the Issuer for cancellation and receive consideration for the units. The total enterprise value for the Acquisition Transaction is estimated to be US\$290 million.

Cummins has sufficient funds available to fund the entire purchase price for the Acquisition Transaction through its existing cash balances. As of Cummins’ Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2019, as filed with the Securities and Exchange Commission on April 30, 2019, Cummins disclosed cash and cash equivalents of US \$1.3 billion.

As a result of the Acquisition Transaction and the agreements with H2C, Purchaser will become the sole shareholder of the Issuer. The Issuer and/or Cummins and Purchaser, as applicable, will file all necessary notices, and make all necessary regulatory filings, to cause the Shares to be delisted from the Toronto Stock Exchange and the Nasdaq Global Market, to terminate all open registration statements, and to cause the Shares to be deregistered with the Ontario Securities Commission and the U.S. Securities and Exchange Commission.

A copy of the Funding and Investment Agreement accompanies this Schedule 13D as Exhibit 99.1. A copy of the Voting and Support Agreement accompanies this Schedule 13D as Exhibit 99.2.

Item 4. Purpose of Transaction.

As described in Item 3, the purpose of transaction is for Purchaser directly (and Cummins and H2C indirectly) to acquire 100% of the outstanding Shares of the Issuer and to continue the business of the Issuer. The Issuer will become wholly owned by the Purchaser, and the Issuer’s securities will no longer be registered with any securities authorities in Canada or the United States or registered or reported on any stock exchanges or inter-dealer quotation systems.

Subject to certain conditions in the Arrangement Agreement, when the Acquisition Transaction is closed and becomes effective, the members of the boards of directors of the Issuer and

its subsidiaries will resign, to the extent that the Purchaser may request, in favor of persons nominated by the Purchaser.

The foregoing description of intentions and plans is subject to termination, evolution, modification, or change at any time, without notice, prior to closing the Acquisition Transaction, and there can be no assurance that the matters described above will ultimately be carried out in this manner.

Item 5. Interest in Securities of the Issuer.

Reporting Persons: Cummins and Purchaser

- (a) Aggregate number of shares beneficially owned: 3,537,931. Percentage of class: 18.6%(1).
- (b) (1) Sole power to vote or direct vote: -0-
- (2) Shared power to vote or direct vote: 3,537,931(1)(2)
- (3) Sole power to dispose or direct the disposition: -0-
- (4) Shared power to vote or direct vote: 3,537,931 (1)(2)

(1) Calculated based on 18,987,414 shares of common stock of Hydrogenics Corporation (the “**Issuer**”), as reported on the Issuer’s Form 6-K filed with the Securities and Exchange Commission on May 14, 2019.

(2) Pursuant to Securities and Exchange Commission Rule 13d-5(b)(1), the Reporting Persons may be deemed to have become the beneficial owner of common shares of the Issuer owned by The Hydrogen Company (“**H2C**”) and beneficially owned by its parent, L’Air Liquide S.A. (“**AL**”), both corporations incorporated under the laws of France. Cummins Inc. and H2C have entered into a Funding and Investment Agreement, dated June 28, 2019, and the Reporting Persons and H2C have also entered into a Voting and Support Agreement, dated June 28, 2019, relating to their potential acquisition of the Issuer. The Reporting Persons expressly disclaim beneficial ownership of the Issuer’s common shares beneficially owned and held by H2C and/or AL.

- (c) During the past 60 days, Cummins and Purchaser have effected the following transactions in the Issuer’s Shares.

Shares Purchased (P) or Sold (S)	Price Per Share (\$)	Date of Transaction
-0-	N/A	N/A

Neither Cummins nor Purchaser has purchased, sold, or acquired any additional Shares of the Issuer during the 60 days prior to the filing of this Schedule 13D.

- (d) No other person is known by Cummins or Purchaser to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Shares reported in this Schedule 13D.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

The disclosures in Items 3 and 4 are incorporated by reference herein.

Item 7. Material to be Filed as Exhibits.

- Exhibit 99.1 Funding and Investment Agreement, dated June 28, 2019
- Exhibit 99.2 Voting and Support Agreement, dated June 28, 2019
- Exhibit 99.3 Joint Filing Agreement

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: June 28, 2019

CUMMINS INC.

By: /s/ Thaddeus B. Ewald

Printed: Thaddeus B. Ewald

Title: Vice President – Corporate Strategy and Business Development

ATLANTIS ACQUISITIONCO CANADA CORPORATION

By: /s/ Thaddeus B. Ewald

Printed: Thaddeus B. Ewald

Title: Director

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>	<u>Location</u>
99.1	Funding and Investment Agreement, dated June 28, 2019	Attached
99.2	Voting and Support Agreement, dated June 28, 2019	Attached
99.3	Joint Filing Agreement, dated June 28, 2019	Attached

FUNDING AND INVESTMENT AGREEMENT

FUNDING AND INVESTMENT AGREEMENT (this “**Agreement**”), dated as of June 28, 2019, between Cummins Inc. (“**Cummins**”), a corporation existing under the laws of the State of Indiana, and The Hydrogen Company (“**Hydrogen**” and together with Cummins, the “**Parties**” and each a “**Party**”), a corporation existing under the laws of France. Unless otherwise stated herein, capitalized terms used but not defined herein shall have the meanings specified in the Arrangement Agreement (as defined herein).

WHEREAS:

- (a) Hydrogen beneficially owns, or controls or directs, the number of common shares (the “**Common Shares**”) of Hydrogenics Corporation (the “**Company**”) set forth under or opposite Hydrogen’s name in Schedule A hereto;
 - (b) Cummins wishes to acquire all of the issued and outstanding Common Shares pursuant to a plan of arrangement (the “**Plan of Arrangement**”) of the Company under the *Canada Business Corporations Act* (“**CBCA**”) scheduled to an arrangement agreement among Purchaser (as defined below) and the Company dated the date hereof (the “**Arrangement Agreement**”), as such Plan of Arrangement or Arrangement Agreement may be amended from time to time (the “**Transaction**”);
 - (c) Cummins has incorporated Atlantis Acquisitionco Canada Corporation (“**Purchaser**”) under the *Business Corporations Act* (Ontario) for purposes of completing the Transaction, and prior to the closing of the Transaction (the “**Closing**”), beneficially owns or exercises control and direction over all of the outstanding common shares of Purchaser;
 - (d) pursuant to the Transaction, Hydrogen intends to contribute all of the Common Shares it beneficially owns or over which it exercises control or direction (the “**Rollover Shares**”) set forth opposite Hydrogen’s name in Schedule A hereto, to Purchaser, in exchange for common shares in the capital of Purchaser, as set forth in the Plan of Arrangement;
 - (e) pursuant to the Transaction, Hydrogen intends to acquire directly or indirectly additional common shares in the capital of Purchaser for an interest in the Company post-closing of up to 19.99%;
 - (f) concurrently with the entering into of this Agreement, Purchaser has entered into, among other things, a voting and support agreement (the “**Support Agreement**”) with Hydrogen, pursuant to which Hydrogen has agreed, among other things, to support the Transaction and to vote the Common Shares beneficially owned, or over which control or direction is exercised by Hydrogen, in favour of the Transaction subject to, and in accordance with, the terms of the Support Agreement;
 - (g) prior to or concurrently with the Closing, the Parties will enter into, or cause any person of which they are deemed to control the shares as set forth in Schedule A hereto, to enter into, the Shareholders Agreement (as such term is defined below) setting forth the governance of Purchaser and other arrangements regarding their ownership in the share capital of the Purchaser after the completion of the Transaction and the transactions set forth in this Agreement, the terms of which are set forth in the term sheet (the “**Term Sheet**”) attached hereto as Schedule B; and
 - (h) the Parties wish to agree to certain terms and conditions relating to the funding of the Transaction and their relationship in connection with their joint pursuit of the Transaction.
-

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

1. Cooperation in Completing the Transaction

1.1 Each Party agrees:

- (a) to cooperate, negotiate and finalize a shareholders agreement containing provisions for the post-closing governance of Purchaser and the Company and other arrangements regarding its ownership of shares (and/or the ownership of any person of which it is deemed to control the shares as set forth in Schedule A hereto) of Purchaser after the completion of the Transaction on substantially the terms set forth in the Term Sheet (the “**Shareholders Agreement**”), and any other agreements and arrangements entered into in connection with the Closing (such agreements and arrangements, together with this Agreement, the Arrangement Agreement, the Shareholders Agreement and the Support Agreement, the “**Transaction Agreements**”), each of which shall reflect the terms set forth herein and in the Arrangement Agreement and otherwise be in a form acceptable to each Party;
- (b) to take, or cause to be taken, all actions, and do, or cause to be done, and assist and cooperate with the other Party in doing, all things reasonably necessary, proper or advisable to:
 - (i) perform and comply with all agreements, representations, warranties and covenants required to be performed by such Party (or any person of which it is deemed to control the shares as set forth in Schedule A hereto) under the Transaction Agreements and to consummate the Transaction and other transactions contemplated by the Transaction Agreements;
 - (ii) to consummate the Transaction and other transactions contemplated by the Transaction Agreements, including using its commercially reasonable efforts to (A) obtain all necessary consents, approvals and authorizations as are required to be obtained by such Party (or any person of which it is deemed to control the shares as set forth in Schedule A hereto) with respect to this Agreement, the Transaction, the Transaction Agreements and the transactions contemplated hereby and thereby; (B) lift or rescind any injunction or restraining order or other order adversely affecting the ability of such Party (or any person of which it is deemed to control the shares as set forth in Schedule A hereto) to consummate this Agreement, the Transaction, the Transaction Agreements and the transactions contemplated hereby and thereby; and (C) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction Agreements applicable to such Party (or any person of which it is deemed to control the shares as set forth in Schedule A hereto); and
 - (iii) subject to compliance by the other Party with the terms hereof, cause Purchaser to perform and comply with all agreements, representations, warranties and covenants required to be performed by Purchaser under the Transaction Agreements and to consummate the Transaction and other transactions contemplated by the Transaction Agreements;

provided that the foregoing shall not be applicable if (and to the extent that) any individual who is a director of the Company would breach his or her fiduciary duties to the Company

by taking (or refusing to take) a specific action (or recusing himself or herself from voting on a specific action); and

- (iv) not to take any action that will, or would reasonably be expected to, result in a breach or violation of the Transaction Agreements by such Party (or any person of which it is deemed to control the shares as set forth in Schedule A hereto) or by Purchaser or otherwise adversely affect the success of the Transaction.

1.2 Each Party, as applicable, shall provide to the other Party copies of all notices, communications, draft press releases and proceedings received by such Party in connection with the Arrangement Agreement or the Plan of Arrangement, but solely to the extent such Party is not otherwise entitled to receive such notices, communications, draft press releases or proceedings pursuant to the Arrangement Agreement and the Plan of Arrangement.

2. Contributions

2.1 Hydrogen shall (i) contribute the Rollover Shares to Purchaser in accordance with the terms of the Transaction Agreements, valued at the price paid to the shareholders of the Company in connection with the Transaction, in exchange for a number of common shares of Purchaser representing an equity and voting interest in Purchaser as set forth opposite Hydrogen's name in Schedule A hereto, and (ii) directly or indirectly contribute such cash amount set forth opposite Hydrogen's name in Schedule A hereto, providing that Hydrogen's interest in the Company post-closing does not exceed 19.99%.

2.2 Cummins shall contribute, or cause to be contributed, such cash amount set forth opposite Cummins' name in Schedule A hereto to Purchaser in exchange for a number of common shares of Purchaser representing an equity and voting interest in Purchaser as set forth opposite Cummins's name in Schedule A hereto.

3. Decisions relating to the Transaction

3.1 Until this Agreement is terminated in accordance with Section 8 (*Termination*) hereof, all decisions with respect to the Transaction and the Transaction Agreements shall be made jointly by Cummins and Hydrogen, including any decision (i) to modify the terms and conditions of the Transaction, (ii) to enter into any Transaction Agreements, (iii) to amend, modify or waive any term or condition of the Transaction Agreements (other than the Support Agreement with respect to which decisions shall be made by Purchaser or by Cummins exclusively), (iv) to terminate any Transaction Agreement in accordance with its terms (other than the Support Agreement with respect to which decisions shall be made by Purchaser or by Cummins exclusively), (v) as to whether the conditions in the Arrangement Agreement have been satisfied, and (vi) in connection with any governmental or regulatory approvals required in connection with the Transaction. Notwithstanding the foregoing, where Purchaser wishes to amend the terms of Arrangement Agreement or Plan of Arrangement and such amendment affects the per share consideration payable to shareholders of the Company and such amendment does not otherwise negatively impact Hydrogen from a financial perspective, then Purchaser may unilaterally amend such agreements.

4. Representations and Warranties of Cummins

4.1 Cummins hereby represents and warrants to and in favour of Hydrogen that:

- (a) it is a body corporate duly and validly constituted, organized and existing under the laws of its jurisdiction of constitution and has the corporate power and authority to enter into and perform its obligations under this Agreement;

- (b) the execution, delivery and performance by Cummins of this Agreement (i) have been duly authorized by all necessary corporate action on its part, and (ii) do not and will not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach, default or violation of, or conflict with or allow any other person to exercise any rights under, any term, condition or provision of (A) its governing documents or any resolutions of its board of directors or shareholders or (B) any contracts to which Cummins is a party;
- (c) this Agreement has been duly executed and delivered by, and constitutes a legal, valid and binding obligation of, enforceable against, Cummins in accordance with its terms subject only to any limitation on enforcement under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar laws of general application affecting the enforcement of creditors' rights and (ii) the discretion that a court may exercise in the granting of extraordinary remedies such as specific performance and injunction;
- (d) Cummins has, or will have at Closing, all funds necessary to pay the aggregate consideration for all of the Common Shares (excluding the Rollover Shares) to be acquired and to lend to the Company the aggregate amount payable for all of the Company Options, DSUs, PSUs and RSUs to be cancelled, the whole pursuant to, and in accordance with, the Arrangement Agreement and Plan of Arrangement; and
- (e) no person has any written or oral agreement, option or warrant, or any right or privilege (whether by law or by contract) capable of becoming such, for the purchase, acquisition or transfer from Cummins of any of the common shares of Purchaser beneficially owned by Cummins or over which Cummins exercises control or direction.

4.2 Cummins acknowledges that Hydrogen is relying on the representations and warranties contained in Section 4.1 for the purpose of the Transaction and that it is an essential condition to Hydrogen entering into this Agreement.

5. Representations and Warranties of Hydrogen

5.1 Hydrogen hereby represents and warrants to and in favour of Cummins that:

- (a) it is a body corporate duly and validly constituted, organized and existing under the laws of its jurisdiction of constitution and has the corporate power and authority to enter into and perform its obligations under this Agreement;
- (b) the execution, delivery and performance by Hydrogen of this Agreement (i) have been duly authorized by all necessary corporate action on its part, and (ii) do not and will not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach, default or violation of, or conflict with or allow any other person to exercise any rights under, any term, condition or provision of (A) its governing documents or any resolutions of its board of directors or shareholders or (B) any contracts to which Hydrogen is a party;
- (c) this Agreement has been duly executed and delivered by, and constitutes a legal, valid and binding obligation of, enforceable against, Hydrogen in accordance with its terms subject only to any limitation on enforcement under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other similar laws of general application affecting the enforcement of creditors' rights and (ii) the discretion that a court may exercise in the granting of extraordinary remedies such as specific performance and injunction;

- (d) Hydrogen is the sole and unconditional owner of 3,537,931 common shares of the Company, with good and valid title thereto, free and clear of all liens, and has the sole right to vote and sell all of such shares, and the only common shares of the Company beneficially owned, directly or indirectly, by Hydrogen on the date hereof are such Common Shares; and
- (e) no person has any written or oral agreement, option or warrant, or any right or privilege (whether by law or by contract) capable of becoming such, for the purchase, acquisition or transfer from Hydrogen of any of the Common Shares of the Company beneficially owned by Hydrogen or over which Hydrogen exercises control or direction.

5.2 Hydrogen acknowledges that Cummins is relying on the representations and warranties contained in Section 5.1 for the purpose of the Transaction and that it is an essential condition to Cummins entering into this Agreement.

6. Regulatory Matters

6.1 The Parties agree to cause the Purchaser to make all filings, notifications and submissions that are required or, in the opinion of both Parties (acting reasonably), that are advisable in connection with the Transaction under any applicable antitrust, competition, foreign investment, fair trade or similar laws or regulations (collectively, “**Antitrust Laws**”). The Parties will cause the Purchaser to use its commercially reasonable efforts to cause the expiry of any applicable waiting periods under, and to obtain any required approvals or clearances pursuant to any Antitrust Laws in connection with the Transaction. The Parties agree to collaborate and cooperate with each other in connection with any regulatory approvals required in connection with the Transaction, including exchanging information and providing such assistance as is reasonably required.

6.2 Each Party shall use commercially reasonable efforts to supply and provide, or cause to be supplied or provided, information that is accurate in all material respects to any governmental authority requesting such information in connection with filings or notifications under, or relating to, Antitrust Laws. If any governmental authority asserts any objections with respect to the Transaction under any Antitrust Law, and such objections relate to the activities or investments of a Party (or any person of which it is deemed to control the shares as set forth in Schedule A hereto), such Party shall attempt to resolve such objections; provided, however, that no Party (or any person of which it is deemed to control the shares as set forth in Schedule A hereto) shall be required to dispose of any assets, or enter into any agreements that restrict the activities, of such Party or its affiliates as a condition of resolving any such objections under Antitrust Laws.

6.3 Cummins agrees that it and the Purchaser are bound by their respective obligations under the Arrangement Agreement with respect to any regulatory approvals required on its behalf in connection with the Transaction and the Transaction Agreements.

7. Expenses

7.1 Subject to Section 7.2 below, all expenses and professional fees incurred in connection with the negotiation of this Agreement and the Shareholders Agreement shall be paid by the Party incurring such expenses or fees, whether or not the Transaction is consummated.

7.2 All expenses and professional fees incurred in connection with the Formal Valuation shall be shared equally between the Parties, whether or not the Transaction is consummated.

8. Termination

8.1 This Agreement shall become effective on the date hereof and shall terminate upon the earliest of:

- (a) 11:59 p.m. (Toronto time) on December 20, 2019;
- (b) the Closing of the Transaction; and
- (c) mutual agreement of the Parties in writing;

provided that Section 7 (*Expenses*), Section 8.2 (*Termination*), and Sections 9 (*Confidentiality*), 11 (*Dispute Resolution*) and 12 through 23 shall survive any such termination.

8.2 Termination of this Agreement shall not relieve any Party of any liability for breach of this Agreement prior to such termination.

9. Confidentiality

9.1 Each Party agrees to, and shall cause its Representatives and any person of which it is deemed to control the shares as set forth in Schedule A hereto to, keep confidential any information supplied by or on behalf of any of the other Party (or any person of which it is deemed to control the shares as set forth in Schedule A hereto) in connection with the Transaction and the other transactions contemplated herein, including the terms of this Agreement (including, for greater certainty, all Schedules to this Agreement) and any other agreements or documents to be delivered as contemplated by this Agreement (all such information, "**Confidential Information**"), and shall not disclose to any person or make public or authorize the disclosure of any such Confidential Information and shall use, and cause its Representatives and any person of which it is deemed to control the shares as set forth in Schedule A hereto to use, the Confidential Information only in connection with the Transaction; provided that the term "Confidential Information" shall not include specific information that: (a) is already in such Party's possession, provided that such information is not subject to another confidentiality agreement with, or other obligation of secrecy to, any person; (b) is or becomes generally available to the public other than as a result of a disclosure, directly or indirectly, by such Party or such Party's Representatives or any person over which such Party is deemed to control the shares as set forth in Schedule A hereto, in breach of this Agreement; (c) is or becomes available to such Party on a non-confidential basis from a source other than either of the Parties hereto or any of their respective Representatives or any persons of which they are deemed to control the shares as set forth in Schedule A hereto, provided that such source is not known by such Party to be bound by a confidentiality agreement with, or other obligation of secrecy to, any person; or (d) is independently generated by or on behalf of the receiving Party without the use and not as a consequence of the disclosure by the other Party.

9.2 Nothing contained in this Section 9 shall prevent any Party from disclosing Confidential Information (a) upon the order of any court or administrative agency, (b) upon the request or demand of any stock exchange or regulatory agency or authority having jurisdiction over such Party, (c) to the extent required by law or regulation, (d) to the extent necessary in connection with the exercise of any remedy, hereunder, and (e) to such Party's Representatives or any person of which such Party is deemed to control the shares as set forth in Schedule A hereto, that need to know such information (it being understood and agreed that, in the case of clauses (a), (b) or (c) above, such Party shall notify the other Party of the proposed disclosure as far in advance of such disclosure as practicable and use commercially reasonable efforts to ensure that any information so disclosed is accorded confidential treatment, when and if available).

10. Public Announcements

No Party shall, without the consent of the other Party, issue, file or make any press release or other public announcement or filing with respect to this Agreement, the Transaction, the Transaction Agreements and the transactions contemplated hereby and thereby. This provision shall not apply, however, to any public announcement or written statement required to be made by law or the regulations of any governmental authority or any stock exchange, including any early warning report or schedule 13D (beneficial ownership report), except that the Party required to make such announcement shall coordinate with the other Party in good faith regarding the content and timing of such announcement before such announcement is made.

11. Dispute Resolution

- 11.1 If any dispute, controversy or claim arises out of or in connection with this Agreement (a “**Dispute**”), each Party shall use commercially reasonable efforts to resolve the matter amicably. If the Dispute has not been resolved, for any reason, within 30 days following delivery of a notice of Dispute, the Dispute will be resolved by arbitration as follows:
- (a) either Party may commence arbitration in respect of a Dispute by delivering to the other Party a written notice of arbitration. The Dispute will be arbitrated and resolved by ICDR Canada in accordance with its Canadian Arbitration Rules;
 - (b) the place of arbitration will be Toronto, Ontario, the arbitration tribunal shall consist of three (3) arbitrators and the language of arbitration will be English;
 - (c) the arbitration will be kept confidential and the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) will not be disclosed beyond the arbitrator, the Parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise as may be required by law; and
 - (d) this arbitration provision will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario, Canada.
- 11.2 A Party that is a party to a Dispute may, at any time, make an offer to the other Party to settle all or any part of the Dispute. Any offer to settle will be deemed to be an offer of compromise made in confidence and without prejudice. The fact that an offer to settle has been made will not be communicated to the arbitrator until the arbitrator has made a final determination of all aspects of the Dispute other than costs. If an offer to settle is not accepted and the arbitration award is no more favourable to the Party to which the offer was made, the Party making the offer will be entitled to all of its costs in connection with the arbitration in respect of the period from the date the offer to settle was made to the making of the arbitration award.

12. Notice

- 12.1 Any notice, approval, consent, instruction, direction or other communication to be given under or in connection with this Agreement shall be in writing and shall be given by personal or electronic delivery as set out below:

(a) In the case of Cummins:

Cummins Inc.
500 Jackson Street
P.O. Box 3005
Columbus, Indiana 47202-3005

Attention: Thaddeus B. Ewald
Vice President — Corporate Strategy and Business Development
Email: thad.b.ewald@cummins.com

with a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5
Canada

Attention: Nurhan Aycan and Ian Mitchell
Facsimile: 416 862 7661
Email: nurhan.aycan@gowlingwlg.com and ian.mitchell@gowlingwlg.com

(b) In the case of Hydrogen:

The Hydrogen Company
6 rue Cognacq-Jay
75007 Paris, France

Attention: Pierre Etienne Franc, Directeur General
Email: Pierre-Etienne.Franc@airliquide.com

with a copy to:

Stikeman Elliott LLP
1155 Boulevard René-Lévesque O #4100
Montréal, QC H3B 3V2

Attention: Vanessa Coiteux and Karine Bilodeau
Facsimile: 514-397-3681 and 514-397-3204
Email: vcoiteux@stikeman.com and kbilodeau@stikeman.com

12.2 Any notice, approval, consent, instruction, direction or other communication to be given under or in connection with this Agreement, if personally delivered, shall be deemed to have been given and received on the date of delivery and if sent by electronic delivery with confirmation of transmission retained, on the date of delivery or transmission, as the case may be, if such date is a business day and if such delivery or transmission, as the case may be, is received prior to 5:00 p.m. (local time in place of receipt) and otherwise on the next business day.

13. Entire Agreement

This Agreement, including all schedules and annexes hereto, and the Transaction Agreements constitute the entire agreement, and supersede all prior agreements, understandings, negotiations, statements, correspondence and discussions, whether oral or written, among the Parties (and any person

of which they are deemed to control the shares as set forth in Schedule A hereto) with respect to the subject matter contained herein. If any conflict arises in the interpretation between the terms of this Agreement and the terms of any other Transaction Agreement, the terms of this Agreement will prevail.

14. Third Party Beneficiaries

The Parties intend that this Agreement will not benefit or create any right, stipulation for the benefit of, or cause of action in favour of, any person, other than the Parties and their respective successors and permitted assigns. No person, other than the Parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

15. Exercise of Rights

No delay of or omission in the exercise of any right, power or remedy accruing to any Party as a result of any breach or default by any other Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of or acquiescence in any such breach or default, or of any similar breach or default occurring later; nor shall any such delay, omission or waiver of any single breach or default be deemed a waiver of any other breach or default occurring before or after that waiver.

16. Remedies

Without prejudice to any other rights or remedies the Parties may have, the Parties acknowledge and agree that (a) money damages would not be an adequate remedy for any breach of this Agreement and that the non-breaching Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement, and (b) in the event of an actual breach of this Agreement by a Party, the other Party shall be entitled, in addition to any other rights or remedies such Party may have, to reimbursement from the breaching Party for all of reasonable expenses incurred by such Party in connection with any associated Dispute.

17. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties irrevocably attorn and submit to the exclusive jurisdiction of the Ontario courts, and waive objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

18. No Assignment

This Agreement shall be binding upon, and shall enure to the benefit of the Parties and their respective successors and permitted assigns. Except as otherwise expressly provided herein, this Agreement may not be assigned by any Party, nor shall any Party syndicate its contribution obligation, without the consent of the other Party, other than to a wholly-owned affiliate of Cummins or Hydrogen, as applicable, it being agreed that any such assignment shall not relieve the assigning Party from its obligations hereunder.

19. Severability

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent

of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible

20. Amendments

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by each Party.

21. Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in, and all payments provided for herein shall be made in United States dollars.

22. No Representations or Duty

Each Party specifically understands and agrees that the other Party has made and will not make any representation or warranty with respect to the terms, value or any other aspect of the Transaction and each Party explicitly disclaims any warranty, express or implied, with respect to such matters. In addition, each Party specifically acknowledges, represents and warrants that it is not relying on the other Party (a) for its due diligence concerning, or evaluation of, the Company or its assets or businesses, (b) for its decision with respect to making any investment contemplated hereby or (c) with respect to tax and other economic considerations involved in such investment. In making any determination contemplated by this Agreement, each Party may make such determination in its sole and absolute discretion, taking into account only such Party's own views, self-interest, objectives and concerns. No Party shall have any fiduciary or other duty to the other Party except as expressly set forth in this Agreement or in the Shareholders Agreement.

23. Counterparts

This Agreement may be executed and delivered in multiple counterparts (including by facsimile, email or other electronic means), each of which shall be deemed an original, and such counterparts together shall constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CUMMINS INC.

Per: /s/ Thaddeus B. Ewald
Name: Thaddeus B. Ewald
Title: Vice President — Corporate Strategy and
Business Development

THE HYDROGEN COMPANY

/s/ Pierre Etienne Franc

Per: Name: Pierre Etienne Franc
Title: Directeur General

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of June 28, 2019,

AMONG:

CUMMINS INC., a corporation existing under the laws of the State of Indiana (the “**Parent**”)

- and -

ATLANTIS ACQUISITIONCO CANADA CORPORATION, a corporation existing under the laws of the Province of Ontario (the “**Purchaser**”)

- and -

THE HYDROGEN COMPANY, a corporation existing under the laws of France (the “**Shareholder**”)

RECITALS:

1. The Shareholder is the beneficial owner of, or has control or direction over, the Subject Shares.
2. The Shareholder understands that Hydrogenics Corporation (the “**Company**”), Parent and Purchaser are, contemporaneously with the execution and delivery of this agreement (the “**Agreement**”), executing and delivering the Arrangement Agreement.
3. The Subject Shares will be transferred to the Purchaser in consideration for the issuance of common shares of the Purchaser in connection with the Arrangement;
4. The Shareholder has entered into a funding and investment agreement (the “**Investment Agreement**”) with Parent and Purchaser contemporaneously with the execution and delivery of this Agreement.
5. This Agreement (together with the Investment Agreement) sets out the terms and conditions of the agreement of the Shareholder to abide by the covenants in respect of the Subject Shares and the other restrictions and covenants set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Arrangement Agreement. In this Agreement, including the recitals:

“**Arrangement Agreement**” means the arrangement agreement dated as of the date hereof among the Company, Parent and Purchaser;

“**Business Day**” means any day, other than a Saturday, a Sunday or a day on which commercial banks are authorized or obligated by law to be closed in Toronto, Ontario, or on which any Exchange is closed;

“**Exchange**” means the Toronto Stock Exchange and/or the Nasdaq Global Market or, in each case, any successor thereto, as applicable.

“**Expiry Time**” has the meaning ascribed thereto in Section 3.1(a);

“**Law**” or “**Laws**” means all federal, provincial, state, municipal, regional and local laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, Orders, rulings, ordinances or legally binding policies, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity that, in each case have the force of law, and the term “applicable” with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are binding upon or applicable to such Party or its business or assets;

“**Notice**” has the meaning ascribed thereto in Section 4.7;

“**Subject Shares**” means all Company Shares owned or controlled by the Shareholder, as set forth in Schedule A; and

“**Transfer**” has the meaning ascribed thereto in Section 3.1(a)(i).

1.2 Singular; Plural, etc.

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.3 Headings, etc.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.4 Date for any Action

If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or to be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding day which is a Business Day.

1.5 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of Ontario and the Laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement and the Arrangement and waives any defences to the maintenance of an action in the courts of the Province of Ontario.

1.6 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A — Subject Shares

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to Purchaser (and acknowledges that Purchaser is relying on these representations and warranties in completing the transactions contemplated hereby and by the Arrangement Agreement and the Investment Agreement) the matters set out below:

- (a) The Shareholder has the necessary corporate power, authority and capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby.
- (b) This Agreement has been duly executed and delivered by the Shareholder and constitutes a valid and binding obligation of the Shareholder enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;
- (c) The Subject Shares represent all the securities of the Company beneficially owned, directly or indirectly, or controlled or directed by the Shareholder as at the date hereof. Other than the Subject Shares, neither the Shareholder nor any affiliate, as applicable (i) owns beneficially, or exercises control or direction over, directly or indirectly, additional securities of the Company or any of its affiliates or (ii) other than the Investment Agreement, has any agreement or option, or right

or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Shareholder or any affiliate, as applicable, or transfer to the Shareholder or any affiliate, as applicable, of additional securities of the Company or any of its affiliates;

- (d) The Shareholder is, and will continue to be on the Record Date, the beneficial owner of the Subject Shares, with good and marketable title thereto, free and clear of all encumbrances, liens, restrictions (other than resale, vesting or other similar restrictions), charges, claims and rights of others;
- (e) The Shareholder has the right to vote (to the extent permitted by the attributes of such Subject Shares) or direct the voting of the Subject Shares, subject to any restriction included in the subscription agreement dated December 21, 2018 between the Company and the Shareholder;
- (f) No person has any agreement or option, or any right or privilege (whether by Laws, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Shares or any interest therein or right thereto, except Purchaser pursuant to the Arrangement; and
- (g) Other than this Agreement and the Investment Agreement, none of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Company's securityholders or give consents or approvals of any kind.

2.2 Representations and Warranties of Parent and Purchaser

Parent and Purchaser jointly and severally represent and warrant to the Shareholder (and acknowledge that the Shareholder is relying on these representations and warranties in completing the transactions contemplated hereby) the matters set out below:

- (a) Parent is a corporation validly existing under the laws of the State of Indiana, and has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. Purchaser is a corporation incorporated and validly existing under the Laws of Canada, and has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement;
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of Parent and Purchaser. This Agreement has been duly executed and delivered by Parent and Purchaser and constitutes a valid and binding obligation of Parent and Purchaser enforceable against both Parent and Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

- (c) None of the execution and delivery by either of Parent or Purchaser of this Agreement or the completion of the transactions contemplated hereby or the compliance by Parent or Purchaser with their respective obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, require any consent to be obtained under, give rise to any termination rights or payment obligation under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents, by-laws or resolutions of Parent or Purchaser; (ii) any contract to which Parent or Purchaser is a party or by which Parent or Purchaser or any of the property or assets of Parent or Purchaser are bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable Laws;
- (d) There is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of Parent or Purchaser, threatened against Parent or Purchaser or any of its affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, would adversely affect in any manner Parent's ability or Purchaser's ability to enter into this Agreement or perform its obligations under this Agreement. There is no judgment, decree or order against Parent or Purchaser or any of its affiliates or any of their directors or officers (in their capacities as such) that would prevent, enjoin, alter, delay or adversely affect in any manner the ability of Parent or Purchaser to enter into this Agreement or to perform its obligations under this Agreement; and
- (e) No consent, waiver, approval, authorization, Order, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by Parent or Purchaser in connection with the execution and delivery by Purchaser and enforcement against Parent or Purchaser of this Agreement or the consummation of any transactions provided for herein, except for, in either case, for those specifically set forth in the Arrangement Agreement with respect to the consummation of the Arrangement.

ARTICLE 3 COVENANTS

3.1 Covenants of the Shareholder

- (a) The Shareholder hereby covenants that from the date of this Agreement until the earlier of the termination of this Agreement in accordance with its terms and the Effective Time (such earlier time being the "**Expiry Time**"), the Shareholder shall not:
 - (i) sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option, grant a security interest in or otherwise dispose of any right or interest in (any such event, a "**Transfer**") any of the Subject Shares, or enter into any agreement, arrangement or understanding in connection therewith, without

having first obtained the prior written consent of Purchaser, other than pursuant to the Arrangement Agreement or Investment Agreement; or

- (ii) other than as set forth herein, grant any proxies or powers of attorney, deposit any Subject Shares into a voting trust, in any way transfer any of the voting rights associated with any of the Subject Shares, or enter into a voting agreement understanding or arrangement with respect to (A) the right to vote, (B) the calling of meetings of Company Shareholders or (C) the giving of any consents or approvals of any kind with respect to any Subject Shares.
- (b) The Shareholder hereby covenants, undertakes and agrees from time to time, until the Expiry Time to vote (or cause to be voted) all the Subject Shares at any meeting of any of the securityholders of the Company at which the Shareholder is entitled to vote, including without limitation the Company Meeting, and in any action by written consent of the securityholders of the Company:
- (i) in favour of the approval, consent, ratification and adoption of the Arrangement Resolution and the transactions contemplated by the Arrangement Agreement (and any actions required for the consummation of the transactions contemplated by the Arrangement Agreement); and
 - (ii) against any:
 - (A) Acquisition Proposal;

(in each case other than the transactions contemplated by the Arrangement Agreement, and any other agreement or transaction involving Parent or Purchaser or their affiliates)

 - (B) action that would reasonably be expected to impede, delay, interfere with, or discourage the transactions contemplated by the Arrangement Agreement; and
 - (C) action that would result in a breach of any covenant or other obligation of the Company in the Arrangement Agreement.

In connection with the foregoing, subject to this Section 3.1(b), the Shareholder hereby agrees to deposit a proxy (or other appropriate voting instrument), duly completed and executed in respect of all of the Subject Shares at least 10 days prior to the Company Meeting, voting all such Subject Shares in favour of the Arrangement Resolution. The Shareholder hereby agrees that neither it nor any person on its behalf will take any action to revoke, amend or invalidate any proxy deposited by the Shareholder pursuant to this Agreement unless prior written consent from Purchaser has been obtained or this Agreement is terminated in accordance with Section 4.1.

- (c) The Shareholder hereby consents to:

- (i) details of this Agreement being set out in any information circular and court documents produced by the Company, Purchaser or any of their respective affiliates in connection with the transactions contemplated by this Agreement and the Arrangement Agreement; and
- (ii) this Agreement being made publicly available, including by filing on SEDAR and EDGAR, without redaction other than certain contact information set out in Section 4.7 herein;

in each case, if and to the extent required under applicable Securities Laws.

3.2 Covenants of Parent and Purchaser

- (a) Each of Parent and Purchaser hereby covenant to consummate the transactions contemplated by the Arrangement Agreement, in accordance with the terms thereof and subject to the termination rights therein.
- (b) Each of Parent and Purchaser hereby covenant to use its reasonable commercial efforts to assist the Company in effecting the Arrangement and to successfully complete the Arrangement in the manner contemplated by this Agreement and the Arrangement Agreement.

ARTICLE 4 GENERAL

4.1 Termination

This Agreement shall terminate and be of no further force or effect upon the earliest to occur of:

- (a) the agreement in writing of Parent, Purchaser and the Shareholder;
- (b) the termination of the Arrangement Agreement in accordance with its terms; and
- (c) the termination of the Investment Agreement in accordance with its terms.

4.2 Effect of Termination

If this Agreement is terminated in accordance with the provisions of Section 4.1, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination, in which case the non-breaching party to this Agreement shall be entitled to pursue any and all remedies at Law or equity which may be available to it.

4.3 Time of the Essence

Time shall be of the essence in this Agreement.

4.4 Equitable Relief; Specific Performance

The parties agree that irreparable harm will occur for which money damages will not be an adequate remedy at Law in the event that any of the provisions of this Agreement are not performed by any of the parties in accordance with their terms or are otherwise breached. It is accordingly agreed that in the event of a breach or threatened breach of the provisions of this Agreement by a party hereto, the other party hereto shall be entitled to seek an injunction or injunctions and other equitable relief and shall be entitled to apply for an order or orders for specific performance as may be necessary to ensure that the other party complies with and performs its obligations under this Agreement. Each party hereto hereby agrees not to seek the posting of any security bond or other assurance in respect of such injunctive or other equitable relief. Such remedies will not be deemed to be exclusive remedies for any breach of this Agreement and will be in addition to all other remedies available at Law or equity.

4.5 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Shareholder and Purchaser or in the case of a waiver, by the party against whom the waiver is to be effective and no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

4.6 Entire Agreement

This Agreement (including the schedules attached to this Agreement), together with the Investment Agreement, and any other agreements or documents to be delivered as contemplated by this Agreement or the Investment Agreement, constitute the entire agreement and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof.

4.7 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

(a) if to Purchaser or Parent:

Cummins Inc.
500 Jackson Street
P.O. Box 3005
Columbus, Indiana 47202-3005

Attention: Thaddeus B. Ewald
Vice President — Corporate Strategy and Business Development
Email: thad.b.ewald@cummins.com

with a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 1 First Canadian Place
100 King Street West
Toronto ON M5X 1G5
Canada

Attention: Nurhan Aycan
Facsimile: 416 862 7661
Email: nurhan.aycan@gowlingwlg.com

(b) if to the Shareholder:

The Hydrogen Company
6 rue Cognacq-Jay
75007 Paris, France

Attention: Pierre Etienne Franc, Directeur General
Email: Pierre-Etienne.Franc@airliquide.com

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a Business Day, then the Notice shall be deemed to have been given and received on the next Business Day.

Either party hereto may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

4.8 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is invalid, illegal, restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. Upon such determination that any term

or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

4.9 Successors and Assigns

This Agreement shall be binding on and shall enure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties without the prior written consent of all parties.

4.10 Further Assurances

The parties hereto shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.11 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile or other electronic transmission, and all the counterparts and electronic copies together constitute one and the same agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CUMMINS INC.

By: /s/ Thaddeus B. Ewald
Name: Thaddeus B. Ewald
Title: Vice President — Corporate Strategy and Business Development

ATLANTIS ACQUISITIONCO CANADA CORPORATION

By: /s/ Thaddeus B. Ewald
Name: Thaddeus B. Ewald
Title: Director

THE HYDROGEN COMPANY

By: /s/ Pierre Etienne Franc
Name: Pierre Etienne Franc
Title: Directeur General

SCHEDULE A
SUBJECT SHARES

Subject Shares	Company Options	DSUs	PSUs	RSUs
3,537,931	N/A	N/A	N/A	N/A

JOINT FILING AGREEMENT

Pursuant to Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned persons hereby agrees and consents to the filing of a single Schedule 13D, and any and all future amendments thereto, with the Securities and Exchange Commission on behalf of each of them in connection with their beneficial ownership of securities of Hydrogenics Corporation.

IN WITNESS WHEREOF, the undersigned persons hereby execute this Joint Filing Agreement as of the date set forth below.

Date: June 28, 2019

CUMMINS INC.

By: /s/ Thaddeus B. Ewald
Printed: Thaddeus B. Ewald
Title: Vice President — Corporate Strategy and Business Development

ATLANTIS ACQUISITION CO CANADA CORPORATION

By: /s/ Thaddeus B. Ewald
Printed: Thaddeus B. Ewald
Title: Director
